

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, October 7, 2024

7:30 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. DETERMINATION OF QUORUM

V. APPROVAL OF MINUTES

Approve Minutes of the City Council regular meeting on September 16, 2024 and special meeting on Sept 23, 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. Resolution: Accept Donation from Janet Swanson to the Parks and Recreation Department
3. Resolution: Accept Donation from Linda Carlson to the Parks and Recreation Department
4. Resolution: Accept Donation from Nels Estlund to the Police Department
5. Resolution: Approve Temporary One-Day Gambling Permit for St. Elizabeth Ann Seton Church
6. Resolution: Appoint Election Judges for the 2024 General Election
7. Approve Special Event Designation – Downtown Business Association Candy Crawl
8. 2nd Reading\Adopt Ordinance: Amend City Code Chapter 50.05 – On-Site Sewer Requirements
9. Authorize Signature: Memorandum of Understanding – United Heroes League Sewer Service (15211 Ravenna Trail)
10. 2nd Reading: Amend City Code Chapter 34.03: Civic Arena Fees
11. Authorize Signature: First Amendment to James Metzen Mighty Ducks Grant Program Agreement
12. Assessment Appeal Waivers: 214 2nd St. E
 - a. Authorize Signature – City WAC Assessment Appeal Waiver Agreement
 - b. Authorize Signature – MCES Assessment Appeal Waiver Agreement
13. 2024 Budget Amendment: Lead Paint Containment
14. 2025 Budget Preauthorization: LUCAS Chest Compression Devices

15. Resolution: Approve Detour Agreement No. 1057488 for Highway 316 Mill & Overlay
16. Authorize Signature: Minnesota Distributed Energy Resource Interconnection Agreement
17. Authorize Signature: Permanent Trail Easement (Three Rivers Trail)
18. Declare Surplus Property and Authorize for Sale, Donation, or Disposal – Police Department

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. Authorize Signature: Award Contract for Lake Rebecca Park Habitat Improvements Project

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

1. Resolution: Implement Parking Restrictions on Ashland Street

B. Parks and Recreation

1. 2024 Levee Park Recap

C. Community Development

D. Public Safety

E. Administration

1. PFAS Update

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, October 21, 2024 7:00 p.m.

Hastings, Minnesota
City Council Meeting Minutes
September 16, 2024

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, September 16, 2024 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Members Absent: Councilmembers Haus, Leifeld

Staff Present: City Administrator Dan Wietecha
City Attorney Kori Land
Parks and Recreation Director Chris Jenkins
City Planner Justin Fortney
Deputy City Clerk Emily King
Public Works Director Ryan Stempki

Proclamation: Down Syndrome Awareness Month

Presentation: BR4R and 4RM+ULA

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 September 3, 2024.
Minutes were approved as presented.

Comments from the Audience

Theresa Auge`, 1926 14th Street W., raised concerns regarding the forthcoming ATV ordinance amendments. Auge` requested that Council gather public input and considers sending the topic to the Public Safety Advisory Commission for review.

Councilmember Pemble motioned to approve sending the topic to the Public Safety Advisory Commission for review, seconded by Councilmember Lawrence.
4 Ayes, 1 Nay (Fox).

Consent Agenda

Councilmember Fox motioned to approve the Consent Agenda, seconded by Councilmember Lawrence.
5 Ayes, 0 Nays.

1. Pay Bills as Audited
2. Resolution No. 09-05-24: Accept Donation from the Minnesota Jaycees to the Hastings Fire Department
3. Resolution No. 09-06-24: Accept Donation from Delta Industrial Service and Supply Fire and Safety to the Hastings Fire Department
4. 1st Reading: Amend City Code Chapter 50.05 – On-Site Sewer Requirements
5. Approve Pay Estimate No. 3 for the 2024 Neighborhood Infrastructure Improvements – A1 Excavating LLC (\$668,006.51)

6. Schedule a Special City Council Meeting to Canvass 2024 General Election Results
7. Authorize Signature: Agreement for Legal Services between the City of Hastings and Campbell Knutson, PA
8. Authorize Signature: Joint Powers Agreement between the City of Hastings and Dakota County for Cost Sharing of Mississippi Riverbank Erosion Repair Project
9. Arts Commission – Budgeted Expenses
10. Declare Surplus Property and Authorize for Sale, Donation, or Disposal – Fire Department
11. Civil Penalties: Northern Tier Retail LLC dba Speedway #4486
 - a. Resolution No. 09-07-24: Imposing Sanctions Upon Retail Intoxicating Liquor License Holder Speedway Gas Station
 - b. Resolution No. 09-08-24: Imposing Sanctions Upon Tobacco License Holder Speedway Gas Station

Award Contract: Three Rivers Trail Reconstruction

Jenkins provided a summary of the request to award contract for the Three Rivers Trail Reconstruction Project and authorize the Parks and Recreation Director to execute change orders in an amount not to exceed, in total, 10% of the construction contract. The Three Rivers Trail has exceeded its useful life and needs to be reconstructed. This trail is the link between the Tuttle Neighborhood to the South and East 31st Street to the North, and the Three Rivers Mobile Home Community in between. Jenkins briefly reviewed the eight (8) bids received, sharing staff recommendation to award the contract to New Look Contracting, Inc. with a Base Bid of \$249,532.50 and is within the 2024 budget allocations.

No Council discussion.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Vihrachoff.
5 Ayes, 0 Nays.

Resolution No. 09-09-24: Special Use Permit – Cannabis – Smokeys Tobacco – Alobaidi (300 Vermillion St)

Fortney provided a summary of the request for a Special Use Permit to allow Cannabis Retail Sales at Smokeys Tobacco at 300 Vermillion Street. The Zoning Code outlines performance standards and prohibited acts pertaining to Cannabis. Fortney provided a brief summary of the Planning Commission review and shared Special Use Permit approvals require six of seven Councilmembers.

No Council discussion.

Councilmember Pemble motioned to approve as presented, seconded by Councilmember Fox.
5 Ayes, 0 Nays.

Resolution No. 09-10-24: Cannabis Product Retail License – Smokeys Tobacco – Alobaidi (300 Vermillion St)

King reviewed the application for a new Cannabis Retail Sales License for Smokeys Tobacco, 300 Vermillion Street. The license would allow for the sale of cannabis products containing 0.3% or less of THC. Smokeys Tobacco has met all the requirements to be issued the license, including an approved security plan.

No Council discussion.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Pemble.
5 Ayes, 0 Nays.

1st Reading: Amend City Code Chapter 34.03: Civic Arena Fees

Jenkins presented an overview of the request to conduct the 1st reading on updating the Civic Arena Fee Schedule for the 2024 – 2025 season. Jenkins indicated ice rental fees at the Hastings Civic Arena have been historically the lowest in our region. As fees have been slowly increasing over the past couple of years, we remain the lowest cost facility for prime ice rentals. This increase is necessary and prudent as the cost of operating the facility continues to rise. Jenkins reviewed the costly Civic Arena project, indicating these increased fees will help to offset a portion of the payment for the project cost.

Council discussion on the availability for groups to rent the ice rink. Jenkins shared the variety of current uses by different groups, indicating after working hours are generally reserved. Council posed questions regarding the proposed rate compared to other nearby municipalities and future potential increases. Jenkins indicated other municipalities rates range from \$225 to \$260 per hour, sharing some municipalities are looking are proposing even higher rates for upcoming years. Jenkins estimated the future prime and non-prime ice rental fees and indicated frequent renters have been made aware of the fee increase.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Pemble.
5 Ayes, 0 Nays.

2025 Budget Preauthorization

Wietecha presented a brief overview of the request to pre-approve several items for the 2025 Budget. Wietecha indicated there are supply chain delays that will impact a number of the items included in the proposed budget and vehicle orders with state-bid pricing often have early and short windows for ordering. Wietecha shared we presently have funds that could cover the total cost so the pre-approval can be independent of the property tax levy. Wietecha indicated two of the items would incur costs this year: the Police Department HVAC Automation and the Zamboni Room Roof at the Civic Arena.

Council asked clarifying questions on funding for the items and expressed appreciation to staff for their efforts in this process.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Vihrachoff.
5 Ayes, 0 Nays.

Closed Meeting Pursuant to Minn. Stat. 13D.05 subd. 3(c) to Develop Offers for Purchase of Real Property

Councilmember Pemble motioned to move to the closed meeting, seconded by Councilmember Lawrence.
5 Ayes, 0 Nays.

Announcements

- Summer Rec Programs at Levee Park...
 - Tuesday, Sept 17, Comedy in the Park with “Stand-up Comedian Tim Harmston.” Sponsored by SMEAD Manufacturing Company.
 - Wednesday, Sept 18, Storytime in the Park with the theme “Underwater.” In partnership with Pleasant Hill Library.
- Dakota County residents can get help repairing household items, clothes, electronics, and more at a Fix-It Clinic on Saturday, September 21. Pre-registration is required.
- The Chamber of Commerce and HCTV are hosting a Candidates Forum on Tuesday, September 24.
- Join us at “Paws in the Park” for an evening of fun and socializing with fellow dog lovers and their furry companions on Thursday, October 3.
- In recognition of National Fire Prevention Week, the Fire & EMS Department Open House is Tuesday, October 8. Meet the department, learn about fire safety, and see the trucks & equipment. All ages are welcome.
- Happy birthday, today, to Councilmember Haus!

Meetings

- Heritage Preservation Commission Meeting on Tuesday, September 17, 2024 at 7:00 p.m.
- Joint Parks & Recreation Commission and Parks & Recreation Committee of Council Meeting on Wednesday, September 18, 2024 at 6:00 p.m.
- Public Safety Advisory Commission Meeting on Thursday, September 19, 2024 at 6:30 p.m.
- Utilities Committee Meeting on Monday, September 23, 2024 at 6:00 p.m.
- Planning Commission Meeting on Monday, September 23, 2024 at 7:00 p.m.
- City Council Workshop on Monday, October 7, 2024 at 5:30 p.m.
- City Council Regular Meeting on Monday, October 7, 2024 at 7:00 p.m.

Councilmember Fox motioned to adjourn the meeting at 8:40 PM, seconded by Councilmember Lawrence. Ayes 5; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor

Utilities Committee Recap
With Quorum of City Council Present
Monday, September 23, 2024 at 6:00 pm

The City Council of the City of Hastings, Minnesota met in a meeting of the Utilities Committee, with a quorum of the City Council present, on Monday, July 22, 2024 at 6:00 p.m. in the Community Room at the Hydroelectric Plant, , Hastings, Minnesota

Present: Mayor Mary Fasbender; Councilmembers Tim Lawrence, Lisa Leifeld, and DawnMarie Vihrachoff; and City Administrator Dan Wietecha, Public Works Director Ryan Stempski, and Public Works Superintendent Joe Spagnoletti.

Absent: Councilmembers Jen Fox, Angie Haus, and Dave Pemble.

Spagnoletti led a tour of the City's hydroelectric plant. He explained that the property is owned by the US Army Corps of Engineers with the City leasing space for the hydro plant. The plant was originally built in 1987 and had significant rehabilitation in 2001.

Life-cycle maintenance costs for the plant are expensive. The plant's design has extremely tight tolerances making for high maintenance needs, often with specialized, technical contractors. The layout is not conducive for maintenance, often requiring barge transport for access.

The City has little control over the amount of power production or the ability to maximize it, due to production depending on the differences in the water levels above and below the dam. The City also has FERC license and insurance requirements which contribute to high costs of ownership.

In many individual years, and certainly over time, the plant operates at a financial loss for the City. Over the past year, staff have been in a series of discussions with the Corps of Engineers about potentially transferring ownership to USACE. They would not be subject to the same FERC license and insurance costs as the City, meaning it would be less expensive for them to own and operate. Staff are also reaching out to other parties that may have an interest in the facility.

No action was requested or taken.

Meeting adjourned at 7:20 pm.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang - Accountant

Date: 10/03/2024

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of Aug 2024 CC payments.

Council review of Aug 2024 automatic payments.

Council review of weekly routine disbursements issued 09/24/2024 and 10/01/2024.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 10/08/2024.

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:

Aug 2024 CC Payments	\$	22,668.81
Aug 2024 Auto Payments	\$	282,215.08
Disbursement checks, ACH issued on 09/24/2024	\$	356,914.10
Disbursement checks, ACH issued on 010/01/2024	\$	236,577.72
Disbursement checks, ACH to be issued on 10/08/2024	\$	231,626.15

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Council Reports

**Credit Card Payments
August 2024**

Vendor	Description	Amount	Account
Department Of Labor An	July Bldg Permit Surcharge	1572.13	101-0000-2015.0000
Checkr, Inc Checkr.Com	July 2024	130.50	101-1052-6307.0000
Shred Right	monthly shredding service	18.85	101-1052-6310.0000
Wal-Mart #1472	Lactation/Wellness room supplies (Lamp shade, privacy curtain rod)	46.90	101-1052-6319.0000
Amzn Mktpl US Rv3us4yz2	totes for election day	46.39	101-1072-6217.0000
Facebk 8ep99947p2	National parks and recreation month party in the park	98.42	101-1073-6331.0000
Facebk Px45k8l7p2	National Parks and Rec Month Party in the Park Facebook ad	24.86	101-1073-6331.0000
Facebk Ewc2e8c7p2	City Update, Rivertown Days, Levee Park program ads on Facebook and	198.61	101-1073-6331.0000
Pioneer Press Circ	Annual newspaper subscription.	65.30	101-1073-6433.0000
Fsp Mn Govt Finance Of	MNGFOA annual conference registration.	250.00	101-1201-6323.0000
Carhartt	work jacket	97.56	101-1401-6217.0000
Amazon.Com R43e75x60	electrical breaker lockouts, Tank monitor LP	20.25	101-1401-6217.0000
Amazon Mktpl Rm3lj25s0	white board magnets, clips and desk movers	70.97	101-1401-6217.0000
Amazon Mktpl Rf8cw9lk0	Test leads for testing 600 Volts or less	20.89	101-1401-6217.0000
Amzn Mktpl US Rv7i516r1	Table to hold chemical cabinet in storage	134.95	101-1401-6217.0000
Sq Minnesota Chief En	MNCEG yearly membership dues	50.00	101-1401-6323.0000
Amazon Mktpl Rv26e9vc0	Hand blower battery extra's	75.98	101-1402-6353.0000
Amazon.Com R43e75x60	electrical breaker lockouts, Tank monitor LP	74.00	101-1403-6353.0000
Amazon.Com R43e75x60	electrical breaker lockouts, Tank monitor LP	75.99	101-1404-6353.0000
Amazon Mktpl Rv26e9vc0	Hand blower battery extra's	75.98	101-1404-6353.0000
1000bulbs.Com	replacement bulbs	197.82	101-1406-6353.0000
Amazon Mktpl R49gz6xf1	10 iphone cases, screen protectors, 3x usb webcams for spare	248.61	101-1601-6217.0000
Amazon Mktpl Ru0wj7m10	5x iphone cases and screen protectors for PD	88.39	101-1601-6217.0000
Amazon Reta Rm2708m71	Wyze cam and SD card for use in boiler room	42.97	101-1601-6217.0000
Ebay O 15-11909-17717	Desk phone headset for kniederborn.	26.32	101-1601-6217.0000
Amazon Mktpl Rf26o99i0	2x surge protector and 3x hdmi cables for spare	43.77	101-1601-6217.0000
Ebay O 19-11881-10921	This is the refund of a non functioning deskphone headset.	-31.99	101-1601-6217.0000
Ebay O 18-11882-15229	Deskphone headset for building/spare	45.00	101-1601-6217.0000
Ebay O 19-11881-10921	Deskphone headset - this was refunded	31.99	101-1601-6217.0000
Comcast Cable Comm	Cable	84.90	101-1601-6308.0000
Eig Constantcontact.Co	August subscription for e-mail marketing tool	72.20	101-1601-6310.0000
Vmo Vimeo.Com	Refund for unwanted Venmo subscription	-84.00	101-1601-6310.0000
Att Bill Payment	Wilske Cell Phone	49.76	101-1601-6321.0000
Peerless Network Inc	Peerless	338.94	101-1601-6321.0000
Centurylink Lumen	Century Link - 911 service	87.07	101-1601-6321.0000
Bca Training Education	BCA C.JIS Conference	300.00	101-1601-6323.0000
Walmart.Com	FD replace failed TV, Townsend's office	148.00	101-1601-6353.0000
Amazon Mktpl Rf2ae0340	UPS for failed at PW garage, lightning cables	79.94	101-1601-6353.0000
Ebay O 13-11878-47223	2x replacement mitel desk phone handsets for spare	15.95	101-1601-6353.0000
Ebay O 13-11878-47222	Replace broken mitel phone for FD	34.04	101-1601-6353.0000
Deepnet Security	MFA Hardware Tokens	199.00	101-1601-6571.0000
Innovative Office Solu	Office supplies	23.53	101-2010-6201.0000
Innovative Office Solu	Office Supplies	106.35	101-2010-6201.0000
Innovative Office Solu	Office Supplies 2 of 2	9.78	101-2010-6201.0000
Innovative Office Solu	Office Supplies 1 of 2	114.94	101-2010-6201.0000
Galls	Gas masks for the officers not having one	1592.89	101-2010-6217.0000
Cvs/Pharmacy #10252	Sharpies for labeling rifle plates	6.80	101-2010-6217.0000
Amazon Mktpl Rv2uq4wi0	Hotdog boats for National Night Out	67.59	101-2010-6217.0000
Wrm Supercenter #1472	This was a purchase made by an officer for shower supplies. Rod, Rings,	23.15	101-2010-6217.0000
Amazon Mktpl Rv6p500u0	window tint meter	194.58	101-2010-6217.0000
The J. P. Cooke, Compa	Lifetime Dog Licenses	206.95	101-2010-6217.0000
Guardian Supply	Nelson, Chris uniform allowance: Pants, shirts and uniform items	779.88	101-2010-6218.0000
In Marie Ridgeway Lic	Mandatory Check in - Gipson/Therapy Session for officer	290.00	101-2010-6311.0000
Uspss Po 2642300046	Return evidence to owner case 24000540 and stamps for the PD	151.10	101-2010-6322.0000
Stormtraininggroup.Com	Latsch DT Instructor School	1099.00	101-2010-6323.0000
Hometown Ace Hardware	Attachments for interior squad lights	12.18	101-2010-6354.0000
Uline Ship Supplies	Evidence room firearm cabinet- This will be reimb. thru state grant	1240.67	101-2010-6581.0000
Spiral Natural Foods	food for snack station from Scsc wellness grant	168.70	101-2020-6450.0000
Amazon Mktpl Rm9g71zt2	Kitchen Supplies for PD - SPSC money	265.23	101-2020-6450.0000
Atlas Pet Stillwater	dog food	109.99	101-2219-6231.0000
Packtrack	Automatic Renewal for K9 Management System	140.00	101-2219-6231.0000
Rascals Bar & Grill	Dakota County Building Officials Lunch	60.08	101-2301-6323.0000
Minnesota Safety Counc	Jackson - Confined Space Training	225.00	101-3200-6323.0000
Minnesota State Colleg	Lubinski - DOT Inspector Training	110.00	101-3200-6323.0000
Fleet Farm 6500	Connector Links	4.99	101-3200-6353.0000
Amazon Mktpl Ru76k2iw1	Air Filter	61.99	101-3200-6353.0000
Fleetpride553	Wrench	31.40	101-3200-6353.0000
Amzn Mktpl US Rf54y5u32	Voltmeter	139.78	101-3200-6353.0000
Bex Spray Nozzles	Tack Truck Nozzle	104.86	101-3200-6580.0000
Tennis Sanitation	garbage/recycle	124.33	101-4501-6311.0000
Applebees 2190029	Pickleball League Prizes	25.00	200-4420-6214.0000
Hasting Golf Club Moto	Pickleball League Prizes	25.00	200-4420-6214.0000
Las Margaritas	Pickleball League Prizes	25.99	200-4420-6214.0000
Tst The Quarry Taphous	Pickleball League Prizes	25.00	200-4420-6214.0000
El Mexican	Pickleball League Prizes	25.79	200-4420-6214.0000
2nd Street Depot Bar A	Pickleball League Prizes	26.00	200-4420-6214.0000
Tst Froth & Cork2	Pickleball League Prizes	25.00	200-4420-6214.0000
Tst The Quarry Taphous	Pickleball League Prizes	25.00	200-4420-6214.0000
Las Margaritas	Pickleball League Prizes	25.99	200-4420-6214.0000
Bimi	Pickleball League Prizes	25.00	200-4420-6214.0000
Hastings Bierstube	Pickleball League Prizes	25.00	200-4420-6214.0000

Rooster	Pickleball League Prizes	25.00	200-4420-6214.0000
Amzn Mktp US Rf8ba6622	Pickleballs	193.99	200-4420-6214.0000
Dugarels	Pickleball League Prizes	25.00	200-4420-6214.0000
American Legion Post 4	Pickleball League Prizes	25.00	200-4420-6214.0000
Me & Julio - Hastings	Pickleball League Prizes	25.00	200-4420-6214.0000
Tst Busted Nut Bar An	Pickleball League Prizes	25.00	200-4420-6214.0000
Crown Awards Inc	Pickleball Awards	52.59	200-4420-6214.0000
Hometown Ace Hardware	program supplies	74.88	200-4440-6214.0000
Cub Foods #1635	storytime snack	17.97	200-4440-6214.0000
Fleet Farm 6500	Concrete boots	99.98	200-4440-6228.0000
Aedteam.Com	AED for Roadside Courts	2733.00	200-4440-6319.0000
RI Johnson Jewelers	Battery for tennis court clock	10.81	200-4440-6356.0000
Propet Distributors	Dog bags	1863.00	200-4440-6356.0000
Spotify	music for events	12.96	200-4440-6433.0000
Liberty Tire Services	tire recycle	155.15	200-4440-6450.1000
In Total Entertainmen	DJ for halloween event	650.00	200-4440-6494.0000
American Red Cross	more lifeguard manuals	187.94	201-4101-6217.0000
American Red Cross	lifeguard training manuals	187.94	201-4101-6217.0000
Cub Foods #1635	cakes for birthdays	49.98	201-4240-6254.0000
Cub Foods #1635	donuts for staff	34.99	201-4240-6254.0000
Cub Foods #1635	hot dogs, etc for birthday parties	18.65	201-4240-6254.0000
Cub Foods #1635	cake	24.99	201-4240-6254.0000
Cub Foods #1635	hot dogs, buns etc	10.27	201-4240-6254.0000
Menards Cottage Grove	Softener Salt 12 bags	71.64	202-4320-6216.0000
Ramsbacher Quality Flo	Cove base	170.98	202-4320-6217.0000
Grainger	Light bulbs	175.68	202-4320-6217.0000
Amazon Mktpl Rm6k07rx0	Workbench Casters	48.07	202-4320-6217.0000
Wm Supercenter #1472	office supplies	65.18	213-2100-6201.0000
M&h #30	Fuel for Polaris UTV	11.35	213-2100-6212.0000
Wm Supercenter #1472	station supplies	81.63	213-2100-6217.0000
Cmc Rescue	Rope and equipment bag	196.00	213-2100-6217.0000
Nfpa Natl Fire Protect	fire prevention materials	629.17	213-2100-6217.0000
Amazon Mktpl Rf5tc9n61	station supplies	248.11	213-2100-6217.0000
Wal-Mart #1472	staion supplies	148.08	213-2100-6217.0000
Wm Supercenter #1472	Decon drill supplies	45.54	213-2100-6217.0000
Amazon Mktpl Ru2na6xp0	Light bars	263.01	213-2100-6221.0000
Paypal Firemarshal	Payment for Conference	175.00	213-2100-6323.0000
Paypal Firemarshal	Payment for conference	175.00	213-2100-6323.0000
Napa Store 3279077	Battery for staff vehicle #2	45.38	213-2100-6354.0000
Fleet Farm 6500	Makers Market Supplies	9.18	407-1502-6201.0000
Wm Supercenter #1472	Envelopes for Mailing for 2024 Reconstruction Project	53.98	484-0000-6590.0000-003
Amazon Mark Rk3m55zv2	Photo Sleeve Storage Bags	24.98	600-3300-6217.0000
Psn Minnesota Rwa Mn	EXPO - McNamara	150.00	600-3300-6323.0000
Psn Minnesota Rwa Mn	EXPO - Thompson	150.00	600-3300-6323.0000
Amzn Mktp US R441f3s10	Battery Backup	85.90	600-3300-6357.0000
Epasales	Manhole Lift Bridge	229.14	601-3400-6357.0000
TOTAL	TOTAL	22668.81	

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Aquatics	AQUATIC CENTE	CENTURY LINK	TELEPHONE	\$125.63
Arena	ARENA	CENTURY LINK	TELEPHONE	\$61.42
Fire	FIRE & AMBULA	CENTURY LINK	TELEPHONE	\$314.07
Council	GENERAL	CENTURY LINK	TELEPHONE	\$1.41
Admin	GENERAL	CENTURY LINK	TELEPHONE	\$127.04
City Clerk	GENERAL	CENTURY LINK	TELEPHONE	\$4.23
Finance & Accountin	GENERAL	CENTURY LINK	TELEPHONE	\$11.29
General Facility Mai	GENERAL	CENTURY LINK	TELEPHONE	\$117.16
COMMUNITY DEVE	GENERAL	CENTURY LINK	TELEPHONE	\$4.23
IT-OPERATIONS	GENERAL	CENTURY LINK	TELEPHONE	\$4.23
Police	GENERAL	CENTURY LINK	TELEPHONE	\$81.16
Building Inspections	GENERAL	CENTURY LINK	TELEPHONE	\$7.06
Code Enforcement	GENERAL	CENTURY LINK	TELEPHONE	\$1.41
PW - Engineering	GENERAL	CENTURY LINK	TELEPHONE	\$7.06
PW - Streets	GENERAL	CENTURY LINK	TELEPHONE	\$121.39
Pioneer Room	HERITAGE PRES	CENTURY LINK	TELEPHONE	\$1.41
Parks Operations	PARKS	CENTURY LINK	TELEPHONE	\$185.62
Water	WATER	CENTURY LINK	TELEPHONE	\$119.98

Vendor Total: \$1,295.80

Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$426.37
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$409.04
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$398.71
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$520.24
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$541.29
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$398.71
Parks Operations	PARKS	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$676.08
Parks Operations	PARKS	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$676.08
Parks Operations	PARKS	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$663.55
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$963.49
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$873.55
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$872.97
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$873.69
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$831.04
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$831.04
Wastewater	WASTEWATER	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$676.08
Water	WATER	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$667.67

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$11,299.60
Arena	ARENA	WEX HEALTH, INC.	AUG WEX PAYMENT	\$5.50
Cable TV	CABLE TV	WEX HEALTH, INC.	AUG WEX PAYMENT	\$0.41
Fire	FIRE & AMBULA	WEX HEALTH, INC.	AUG WEX PAYMENT	\$11.41
Ambulance	FIRE & AMBULA	WEX HEALTH, INC.	AUG WEX PAYMENT	\$49.09
City Clerk	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$10.59
Admin	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$8.25
Finance & Accountin	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$16.50
COMMUNITY DEVE	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$2.75
IT-OPERATIONS	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$8.25
Building Inspections	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$16.50
Code Enforcement	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$2.75
PW - Engineering	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$6.46
PW - Streets	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$11.28
Police	GENERAL	WEX HEALTH, INC.	AUG WEX PAYMENT	\$96.25
HEDRA	HEDRA	WEX HEALTH, INC.	AUG WEX PAYMENT	\$4.81
Historic Preservation	HERITAGE PRES	WEX HEALTH, INC.	AUG WEX PAYMENT	\$0.69
Hydro	HYDRO ELECTRI	WEX HEALTH, INC.	AUG WEX PAYMENT	\$1.23
Parks Operations	PARKS	WEX HEALTH, INC.	AUG WEX PAYMENT	\$27.50
Storm	STORM WATER	WEX HEALTH, INC.	AUG WEX PAYMENT	\$7.98
Wastewater	WASTEWATER	WEX HEALTH, INC.	AUG WEX PAYMENT	\$9.35
Water	WATER	WEX HEALTH, INC.	AUG WEX PAYMENT	\$13.20
				Vendor Total: \$310.75
Non-Departmental	ARENA	METROPOLITAN LIFE INSURANCE	Remittance	\$104.09
Non-Departmental	CABLE TV	METROPOLITAN LIFE INSURANCE	Remittance	\$9.21
Non-Departmental	FIRE & AMBULA	METROPOLITAN LIFE INSURANCE	Remittance	\$516.14
Non-Departmental	GENERAL	METROPOLITAN LIFE INSURANCE	Remittance	\$213.75
Non-Departmental	GENERAL	METROPOLITAN LIFE INSURANCE	Remittance	\$4,620.50
Non-Departmental	HYDRO ELECTRI	METROPOLITAN LIFE INSURANCE	Remittance	\$4.32
Non-Departmental	LEDUC HISTORI	METROPOLITAN LIFE INSURANCE	Remittance	\$3.21
Non-Departmental	PARKS	METROPOLITAN LIFE INSURANCE	Remittance	\$333.61
Non-Departmental	STORM WATER	METROPOLITAN LIFE INSURANCE	Remittance	\$74.49
Non-Departmental	WASTEWATER	METROPOLITAN LIFE INSURANCE	Remittance	\$48.00
Non-Departmental	WATER	METROPOLITAN LIFE INSURANCE	Remittance	\$64.66
				Vendor Total: \$5,991.98
Aquatics	AQUATIC CENTE	CENTERPOINT ENERGY	HEAT	\$4,293.47

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Arena	ARENA	CENTERPOINT ENERGY	HEAT	\$162.78
Fire	FIRE & AMBULA	CENTERPOINT ENERGY	HEAT	\$129.37
City Hall Building	GENERAL	CENTERPOINT ENERGY	HEAT	\$129.09
PW Cold Storage Bu	GENERAL	CENTERPOINT ENERGY	HEAT	\$74.10
Parks Capital	GENERAL	CENTERPOINT ENERGY	HEAT	\$36.29
Police Building	GENERAL	CENTERPOINT ENERGY	HEAT	\$82.22
LeDuc	LEDUC HISTORI	CENTERPOINT ENERGY	HEAT	\$74.08
Parks Operations	PARKS	CENTERPOINT ENERGY	HEAT	\$69.79
Parks Operations	PARKS	CENTERPOINT ENERGY	HEAT	\$86.68
Wastewater	WASTEWATER	CENTERPOINT ENERGY	HEAT	\$87.61
Water	WATER	CENTERPOINT ENERGY	HEAT	\$133.44
Treatment Plant	WATER	CENTERPOINT ENERGY	HEAT	\$30.44
Vendor Total:				\$5,389.36
Fire	FIRE & AMBULA	VERIZON WIRELESS - VSAT	TELEPHONE	\$500.14
Admin	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$40.01
City Clerk	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$40.01
IT-OPERATIONS	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$40.01
Building Inspections	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$265.07
Police	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$800.37
PW - Engineering	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$40.04
Parks Operations	PARKS	VERIZON WIRELESS - VSAT	TELEPHONE	\$75.02
Water	WATER	VERIZON WIRELESS - VSAT	TELEPHONE	\$260.07
Water	WATER	VERIZON WIRELESS - VSAT	TELEPHONE	\$35.01
Fire	FIRE & AMBULA	VERIZON WIRELESS - VSAT	TELEPHONE	\$98.46
COMMUNITY DEVE	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$41.23
Police	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$1,545.56
Building Inspections	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$123.69
PW - Streets	GENERAL	VERIZON WIRELESS - VSAT	TELEPHONE	\$32.82
HEDRA	HEDRA	VERIZON WIRELESS - VSAT	TELEPHONE	\$41.23
Parks Operations	PARKS	VERIZON WIRELESS - VSAT	TELEPHONE	\$74.05
Water	WATER	VERIZON WIRELESS - VSAT	TELEPHONE	\$82.46
Vendor Total:				\$4,135.25
Aquatics	AQUATIC CENTE	XCEL ENERGY	51-6960212-6	\$5,183.66
Arena	ARENA	XCEL ENERGY	51-6960212-6	\$1,980.66
Fire	FIRE & AMBULA	XCEL ENERGY	51-6960212-6	\$1,133.02
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	(\$7,755.06)

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police Building	GENERAL	XCEL ENERGY	51-6960212-6	\$3,974.75
PW Cold Storage Bu	GENERAL	XCEL ENERGY	51-6960212-6	\$68.87
Police	GENERAL	XCEL ENERGY	51-6960212-6	\$1.67
PW - Engineering	GENERAL	XCEL ENERGY	51-6960212-6	\$209.43
PW - Streets	GENERAL	XCEL ENERGY	51-6960212-6	\$1,047.16
City Hall Building	GENERAL	XCEL ENERGY	51-6960212-6	\$1,467.41
PW - Street Lights	GENERAL	XCEL ENERGY	51-6960212-6	\$127.23
PW - Street Lights	GENERAL	XCEL ENERGY	51-6960212-6	\$14,274.84
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	(\$13,918.94)
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	(\$1,729.49)
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	\$13,667.77
Police	GENERAL	XCEL ENERGY	51-6960212-6	\$50.65
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	(\$178.73)
HEDRA	HEDRA	XCEL ENERGY	51-6960212-6	\$153.27
Hydro	HYDRO ELECTRI	XCEL ENERGY	51-6960212-6	\$8,784.80
LeDuc	LEDUC HISTORI	XCEL ENERGY	51-6960212-6	\$543.48
Parks Operations	PARKS	XCEL ENERGY	51-6960212-6	\$2,081.21
Parks Operations	PARKS	XCEL ENERGY	51-6960212-6	\$810.71
Parks Operations	PARKS	XCEL ENERGY	51-6960212-6	\$94.19
Parks Operations	PARKS	XCEL ENERGY	51-6960212-6	\$4,722.91
Wastewater	WASTEWATER	XCEL ENERGY	51-6960212-6	\$1,911.86
Water	WATER	XCEL ENERGY	51-6960212-6	\$12,333.62
Treatment Plant	WATER	XCEL ENERGY	51-6960212-6	\$4,847.94
Water	WATER	XCEL ENERGY	51-6960212-6	\$837.73

Vendor Total: \$56,726.62

Non-Departmental	ARENA	MEDICA/CAPSTONE	Remittance	\$749.08
Non-Departmental	ARENA	MEDICA/CAPSTONE	Remittance	\$2,742.78
Non-Departmental	CABLE TV	MEDICA/CAPSTONE	Remittance	\$128.42
Non-Departmental	CABLE TV	MEDICA/CAPSTONE	Remittance	\$299.64
Non-Departmental	FIRE & AMBULA	MEDICA/CAPSTONE	Remittance	\$3,760.94
Non-Departmental	FIRE & AMBULA	MEDICA/CAPSTONE	Remittance	\$25,097.59
Non-Departmental	GENERAL	MEDICA/CAPSTONE	Remittance	\$3,899.46
Non-Departmental	GENERAL	MEDICA/CAPSTONE	Remittance	\$24,398.58
Non-Departmental	GENERAL	MEDICA/CAPSTONE	Remittance	\$75,834.23
Non-Departmental	HEDRA	MEDICA/CAPSTONE	Remittance	\$1,637.69
Non-Departmental	HERITAGE PRES	MEDICA/CAPSTONE	Remittance	\$222.87

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Non-Departmental	HYDRO ELECTRI	MEDICA/CAPSTONE	Remittance	\$469.95
Non-Departmental	LEDUC HISTORI	MEDICA/CAPSTONE	Remittance	\$157.66
Non-Departmental	LEDUC HISTORI	MEDICA/CAPSTONE	Remittance	\$367.90
Non-Departmental	PARKS	MEDICA/CAPSTONE	Remittance	\$2,568.30
Non-Departmental	PARKS	MEDICA/CAPSTONE	Remittance	\$13,509.89
Non-Departmental	RETIREE HEALT	MEDICA/CAPSTONE	Remittance	\$26,460.88
Non-Departmental	STORM WATER	MEDICA/CAPSTONE	Remittance	\$704.67
Non-Departmental	STORM WATER	MEDICA/CAPSTONE	Remittance	\$4,005.43
Non-Departmental	WASTEWATER	MEDICA/CAPSTONE	Remittance	\$294.17
Non-Departmental	WASTEWATER	MEDICA/CAPSTONE	Remittance	\$3,943.23
Non-Departmental	WATER	MEDICA/CAPSTONE	Remittance	\$304.69
Non-Departmental	WATER	MEDICA/CAPSTONE	Remittance	\$5,507.67

Vendor Total: \$197,065.72

GRAND TOTAL: \$282,215.08

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PW Building	GENERAL	HAFERMAN WATER CONDITIONIN	WATER SOFTENER SERVICE	\$279.00
Vendor Total:				\$279.00
Arena	ARENA	CINTAS CORPORATION NO 2	MEDICAL & FIRST AID	\$59.85
Arena	ARENA	CINTAS CORPORATION NO 2	MEDICAL & FIRST AID	\$92.09
Vendor Total:				\$151.94
IT-OPERATIONS	GENERAL	OFFICE OF MN.IT SERVICES	DP/COMPUTER/INTERNET FEES	\$572.51
Vendor Total:				\$572.51
Non-Departmental	2024 IMPROVEM	WSB & ASSOCIATES INC	CONTRACTORS & CONSTRUCTION	\$3,158.00
Non-Departmental	2024 IMPROVEM	WSB & ASSOCIATES INC	CONTRACTORS & CONSTRUCTION	\$10,251.25
Non-Departmental	2024 IMPROVEM	WSB & ASSOCIATES INC	HIAWATHA BROADBAND CITY FIBER	\$184.50
PW - Engineering	ESCROW - DEV/	WSB & ASSOCIATES INC	HIAWATHA BROADBAND CITY FIBER	\$5,535.00
PW - Engineering	ESCROW - DEV/	WSB & ASSOCIATES INC	HIAWATHA BROADBAND CITY FIBER	\$1,161.00
Non-Departmental	2024 IMPROVEM	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$2,370.00
PW - Engineering	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$9,330.00
PW - Streets	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$1,410.00
PW - Engineering	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$510.00
Storm	STORM WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$180.00
Wastewater	WASTEWATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$390.00
Wastewater	WASTEWATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$2,550.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$1,020.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$4,320.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$11,984.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$20,807.73
Vendor Total:				\$75,161.48
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	MOTOR FUEL & OIL	\$101.56
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$12.96
Vendor Total:				\$114.52
PW Building	GENERAL	RIESTER REFRIGERATION, INC.	WATER SOFTENER SERVICE	\$475.00
Vendor Total:				\$475.00
General Facility Mai	GENERAL	BRIKK MECHANICAL LLC.	BUILDINGS & STRUCTURES	\$3,960.00
Vendor Total:				\$3,960.00
Police	GENERAL	TRANSLANGUAGES LLC	EXPERT & CONSULTANT	\$540.00
Police	GENERAL	TRANSLANGUAGES LLC	EXPERT & CONSULTANT	\$470.00
Police	GENERAL	TRANSLANGUAGES LLC	EXPERT & CONSULTANT	\$870.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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Vendor Total: \$1,880.00

Non-Departmental	GENERAL	WI SUPPORT COLLECTIONS TRUS	Remittance	\$92.31
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Vendor Total: \$92.31

Arena	ARENA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$34.79
Cable TV	CABLE TV	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$2.69
Fire	FIRE & AMBULA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$76.55
Ambulance	FIRE & AMBULA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$315.30
Admin	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$22.10
General Facility Mai	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$14.30
IT-OPERATIONS	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$55.76
Finance & Accountin	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$70.42
COMMUNITY DEVE	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$20.95
Building Inspections	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$99.38
Code Enforcement	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$15.69
Communications	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$15.24
PW - Engineering	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$46.07
City Clerk	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$51.20
PW - Streets	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$77.24
Police	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$700.09
HEDRA	HEDRA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$34.72
Historic Preservation	HERITAGE PRES	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$5.15
Hydro	HYDRO ELECTRI	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$6.97
LeDuc	LEDUC HISTORI	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$2.52
Parks Operations	PARKS	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$169.01
Storm	STORM WATER	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$58.43
Wastewater	WASTEWATER	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$56.01
Water	WATER	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$78.68

Vendor Total: \$2,029.26

Police Building	GENERAL	HOMETOWN ACE HARDWARE	TUBING AND PELLETS	\$81.85
Forestry	GENERAL	HOMETOWN ACE HARDWARE	SMALL TOOLS & EQUIPMENT	\$12.07
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	REPAIRS & MAINTENANCE - BLDG	\$100.33
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	CHEMICALS & CHEMICAL PRODUCTS	\$24.16
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	CHEMICALS & CHEMICAL PRODUCTS	\$44.62
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	SMALL TOOLS & EQUIPMENT	\$34.02
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$22.31
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$202.11

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	MISCELLANEOUS	\$17.66
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$7.43
Vendor Total:				\$546.56
General Facility Mai	GENERAL	M JUDGE ELECTRIC LLC	BUILDINGS & STRUCTURES	\$1,189.00
Vendor Total:				\$1,189.00
IT-OPERATIONS	GENERAL	OPG-3 INC.	MAINTENANCE CONTRACTS	\$12,465.60
Vendor Total:				\$12,465.60
Aquatics	AQUATIC CENTE	MERLES WATER CONDITIONING	OTHER PROFESSIONAL SERVICES	\$199.00
Vendor Total:				\$199.00
Legal	GENERAL	CAMPBELL KNUTSON, P.A.	LEGAL FEES	\$10,122.89
Vendor Total:				\$10,122.89
Parks Operations	PARKS	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - VEHICLE	\$47.98
Parks Operations	PARKS	NAPA AUTO PARTS	SMALL TOOLS & EQUIPMENT	\$162.97
Parks Operations	PARKS	NAPA AUTO PARTS	CHEMICALS & CHEMICAL PRODUCTS	\$44.90
Vendor Total:				\$255.85
Fire	FIRE & AMBULA	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$5.49
Vendor Total:				\$5.49
Police	GENERAL	RIVER BLUFF HUMANE SOCIETY	BOARDING FEES	\$160.00
Vendor Total:				\$160.00
Ambulance	FIRE & AMBULA	McKESSON MEDICAL-SURGICAL	MEDICAL & FIRST AID	\$307.49
Vendor Total:				\$307.49
Parks Operations	PARKS	TROPHIES PLUS	DONATIONS	\$315.00
Vendor Total:				\$315.00
Non-Departmental	GENERAL	VISION SERVICE PLAN INSURANC	Remittance	\$6.10
Non-Departmental	GENERAL	VISION SERVICE PLAN INSURANC	Remittance	\$325.58
Vendor Total:				\$331.68
City Hall Building	GENERAL	TOTAL MECHANICAL SERVICES, I	AHU 4 BEARINGS	\$3,688.50
Vendor Total:				\$3,688.50
IT-OPERATIONS	GENERAL	OUTPOST24 INC	MAINTENANCE CONTRACTS	\$119.52
Vendor Total:				\$119.52
Parks Operations	PARKS	IMPERIAL DADE	REPAIRS & MAINTENANCE - BLDG	\$425.34
Parks Operations	PARKS	IMPERIAL DADE	REPAIRS & MAINTENANCE - BLDG	\$1,523.39

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$1,948.73
PW - Streets	GENERAL	POMP'S TIRE SERVICE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$644.02
				Vendor Total: \$644.02
Parks Operations	PARKS	RIES FARMS LLC	UPKEEP OF GROUNDS	\$31.10
				Vendor Total: \$31.10
Parks Operations	PARKS	AMERICAN FLAGPOLE & FLAG CO	UPKEEP OF GROUNDS	\$281.48
				Vendor Total: \$281.48
Parks Operations	PARKS	ROCK OIL REFINING INC.	REPAIRS & MAINTENANCE - BLDG	\$90.00
				Vendor Total: \$90.00
Fire	FIRE & AMBULA	FIRE STATION FURNITURE	BUILDINGS & STRUCTURES	\$7,992.20
				Vendor Total: \$7,992.20
Wastewater	WASTEWATER	PRECISION LINING & SEWER LLC	MISCELLANEOUS	\$4,250.00
				Vendor Total: \$4,250.00
Non-Departmental	PARKS	MANSFIELD SERVICE PARTNERS,	FUEL INVENTORY	\$3,431.65
				Vendor Total: \$3,431.65
Storm	STORM WATER	BARR ENGINEERING CO.	EXPERT & CONSULTANT	\$350.00
				Vendor Total: \$350.00
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$153.45
				Vendor Total: \$153.45
Parks Operations	PARKS	CEMSTONE PRODUCTS CO.	SMALL TOOLS & EQUIPMENT	\$195.20
				Vendor Total: \$195.20
Police Building	GENERAL	ELECTRO WATCHMAN, INC	ENTRY KEY FOBS	\$600.00
				Vendor Total: \$600.00
PW - Streets	GENERAL	RIVER COUNTRY COOPERATIVE	MOTOR FUEL & OIL	(\$143.00)
PW - Streets	GENERAL	RIVER COUNTRY COOPERATIVE	MOTOR FUEL & OIL	\$292.60
				Vendor Total: \$149.60
Police Building	GENERAL	W.W. GRAINGER, INC.	AHU FILTERS	\$194.64
City Hall Building	GENERAL	W.W. GRAINGER, INC.	AHU FILTERS AND BELTS	\$315.32
				Vendor Total: \$509.96
Admin	GENERAL	GRAPHIC DESIGN	OTHER PROFESSIONAL SERVICES	\$231.00
Recycling	GENERAL	GRAPHIC DESIGN	COUNTY GRANT EXPENSE	\$225.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Operations	PARKS	GRAPHIC DESIGN	GENERAL NOTICES & PUBLIC INFO	\$117.00
Vendor Total:				\$573.00
Non-Departmental	GENERAL	HASTINGS AREA CHAMBER/COM	LODGING TAX PAYABLE	\$13,227.79
Vendor Total:				\$13,227.79
VEHICLE AND EQU	VEHICLE AND E	HASTINGS FORD	MOTOR VEHICLES	\$46,460.00
Vendor Total:				\$46,460.00
Parks Capital	PARKS CAPITAL	HOISINGTON KOEGLER GROUP	CONTRACTORS & CONSTRUCTION	\$2,047.50
Parks Capital	PARKS CAPITAL	HOISINGTON KOEGLER GROUP	CONTRACTORS & CONSTRUCTION	\$12,172.26
Vendor Total:				\$14,219.76
Parks Operations	PARKS	JIRIK SOD FARM INC	LANDSCAPING MATERIALS	(\$40.00)
Parks Operations	PARKS	JIRIK SOD FARM INC	LANDSCAPING MATERIALS	\$265.00
Vendor Total:				\$225.00
INSURANCE FUND	INSURANCE FU	LEAGUE MN CITIES INSURANCE T	INSURANCE - WORKERS COMP	\$123,446.00
Vendor Total:				\$123,446.00
Fire	FIRE & AMBULA	MN FIRE SERVICE CERT.BRD	CONFERENCE & SCHOOLS	\$1,585.00
Vendor Total:				\$1,585.00
Police Building	GENERAL	MN DEPT LABOR & INDUSTRY	PRESSURE VESSELS CERTIFCATION	\$40.00
Vendor Total:				\$40.00
Non-Departmental	WATER	MN DEPARTMENT OF HEALTH	AP-MN DOH TESTING	\$18,327.00
Vendor Total:				\$18,327.00
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$208.22
Vendor Total:				\$208.22
Parks Operations	PARKS	NINE EAGLES PROMOTIONS	CLOTHING & BADGES	\$50.00
Vendor Total:				\$50.00
Fire	FIRE & AMBULA	NINETY-FOUR SERVICES INC.	EQUIPMENT PARTS	\$66.17
Vendor Total:				\$66.17
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$231.04
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$251.04
Vendor Total:				\$482.08
Code Enforcement	GENERAL	PRECISION LANDSCAPING & CON	ABATEMENT SERVICES	\$1,281.25
Code Enforcement	GENERAL	PRECISION LANDSCAPING & CON	ABATEMENT SERVICES	\$262.50
Vendor Total:				\$1,543.75

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police Building	GENERAL	SHERWIN-WILLIAMS	PAINT	\$70.96
Parks Operations	PARKS	SHERWIN-WILLIAMS	UPKEEP OF GROUNDS	\$68.08
Vendor Total:				\$139.04
Parks Operations	PARKS	SOLBERG AGGREGATE COMPAN	UPKEEP OF GROUNDS	\$434.34
Vendor Total:				\$434.34
Police	GENERAL	SOUTH EAST TOWING OF HASTIN	RENTAL-OTHER EQUIPMENT-LEASE	\$195.00
Vendor Total:				\$195.00
PW - Streets	GENERAL	TERRYS HARDWARE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$26.58
PW - Street Lights	GENERAL	TERRYS HARDWARE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$74.89
PW - Streets	GENERAL	TERRYS HARDWARE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$33.78
General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	WIRELESS KEYPAD	\$47.98
Police Building	GENERAL	TERRYS HARDWARE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$33.46
General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	CLEANING SUPPLIES	\$30.78
Parks Operations	PARKS	TERRYS HARDWARE, INC.	SMALL TOOLS & EQUIPMENT	\$79.75
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$20.10
Parks Operations	PARKS	TERRYS HARDWARE, INC.	MISCELLANEOUS	\$13.98
Parks Operations	PARKS	TERRYS HARDWARE, INC.	MISCELLANEOUS	\$41.75
Wastewater	WASTEWATER	TERRYS HARDWARE, INC.	REPAIRS & MAINT-LINES	\$52.03
Water	WATER	TERRYS HARDWARE, INC.	REPAIRS & MAINT-LINES	\$17.94
Vendor Total:				\$473.02
Non-Departmental	WATER	LAWRENCE MIKE	CUSTOMER OVERPAYMENT	\$2.50
Non-Departmental	WATER	GINTHER ELIZABETH	CUSTOMER OVERPAYMENT	\$125.00
Non-Departmental	WATER	MILLER EVAN	CUSTOMER OVERPAYMENT	\$17.98
Non-Departmental	WATER	ANDERSON MICHAEL	CUSTOMER OVERPAYMENT	\$23.46
Vendor Total:				\$168.94

GRAND TOTAL: \$356,914.10

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Water	WATER	CINTAS CORPORATION NO 2	OTHER GENERAL SUPPLIES	\$72.69
Vendor Total:				\$72.69
Water	WATER	HAWKINS INC	CHEMICALS & CHEMICAL PRODUCTS	\$70.00
Water	WATER	HAWKINS INC	CHEMICALS & CHEMICAL PRODUCTS	\$3,614.33
Vendor Total:				\$3,684.33
Wastewater	WASTEWATER	IN CONTROL, INC.	CONTRACTORS & CONSTRUCTION	\$12,501.75
Water	WATER	IN CONTROL, INC.	CONTRACTORS & CONSTRUCTION	\$11,856.50
Vendor Total:				\$24,358.25
PW - Streets	GENERAL	TRI-STATE BOBCAT, INC.	REPAIRS & MAINTENANCE - EQUIP	\$46.82
Vendor Total:				\$46.82
Aquatics	AQUATIC CENTE	INNOVATIVE OFFICE SOLUTIONS	OTHER GENERAL SUPPLIES	\$351.44
Vendor Total:				\$351.44
PW - Streets	GENERAL	PRECISE MOBILE RESOURCE MG	MAINTENANCE CONTRACTS	\$161.00
Vendor Total:				\$161.00
Non-Departmental	GENERAL	WI SUPPORT COLLECTIONS TRUS	Remittance	\$92.31
Vendor Total:				\$92.31
Fire	FIRE & AMBULA	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$8.92
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$12.63
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$7.43
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$43.32
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$8.92
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$6.68
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$6.49
Vendor Total:				\$94.39
Police	GENERAL	SHRED RIGHT	EXPERT & CONSULTANT	\$18.85
Vendor Total:				\$18.85
Non-Departmental	GENERAL	HASTINGS PROFESSIONAL FIREFI	Remittance	\$1,406.24
Vendor Total:				\$1,406.24
Recycling	GENERAL	CERTIFIED RECYCLING LLC	OTHER GENERAL SUPPLIES	\$1,640.00
Vendor Total:				\$1,640.00
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$10.99
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$23.74
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$25.28

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PW - Streets	GENERAL	NAPA AUTO PARTS	MOTOR FUEL & OIL	\$47.54
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$16.10
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$28.40
Water	WATER	NAPA AUTO PARTS	REPAIRS & MAINT-LINES	\$347.88
Water	WATER	NAPA AUTO PARTS	REPAIRS & MAINT-LINES	\$9.34
Vendor Total:				\$509.27
Fire	FIRE & AMBULA	NAPA AUTO PARTS	EQUIPMENT PARTS	\$214.30
Vendor Total:				\$214.30
Police	GENERAL	RIVER BLUFF HUMANE SOCIETY	BOARDING FEES	\$300.00
Vendor Total:				\$300.00
Fire	FIRE & AMBULA	McKESSON MEDICAL-SURGICAL	MEDICAL & FIRST AID	\$253.89
Vendor Total:				\$253.89
Parks Operations	PARKS	TROPHIES PLUS	DONATIONS	\$20.00
Vendor Total:				\$20.00
IT-OPERATIONS	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$148.98
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$79.99
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$104.99
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$79.99
Vendor Total:				\$413.95
Police Building	GENERAL	MEI TOTAL ELEVATOR SOLUTION	CREDIT FOR NO SERVICE	(\$206.70)
Police Building	GENERAL	MEI TOTAL ELEVATOR SOLUTION	NO SERVICE FOR JANUARY	(\$214.97)
Police Building	GENERAL	MEI TOTAL ELEVATOR SOLUTION	ELEVATOR PHONE REPLACED	\$681.91
Vendor Total:				\$260.24
Non-Departmental	GENERAL	USS MN V MT LLC	AUG HUBERS SOLAR GARDEN	\$11,279.09
Vendor Total:				\$11,279.09
PW - Engineering	ESCROW - DEV/	LEVANDER GILLEN & MILLER PA	RETAINER	\$808.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$2,250.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$1,500.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$688.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$1,904.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$2,048.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$176.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$16.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$16.00

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$16.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$16.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$1,844.00
HEDRA	HEDRA	LEVANDER GILLEN & MILLER PA	RETAINER	\$384.25
HEDRA	HEDRA	LEVANDER GILLEN & MILLER PA	RETAINER	\$2,450.50
Non-Departmental	TIF 9 BLOCK 28	LEVANDER GILLEN & MILLER PA	RETAINER	\$80.00
Wastewater	WASTEWATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$216.00
Wastewater	WASTEWATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$160.00
Water	WATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$512.00
Water	WATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$296.00
Vendor Total:				\$15,380.75
Non-Departmental	GENERAL	USS MN VII MT LLC	SOLAR GARDEN EXPENSE	\$1,487.03
Non-Departmental	GENERAL	USS MN VII MT LLC	SOLAR GARDEN EXPENSE	\$6,667.86
Vendor Total:				\$8,154.89
Parks Operations	PARKS	MIDWEST MACHINERY CO	EQUIPMENT	\$3,998.78
Vendor Total:				\$3,998.78
General Facility Mai	GENERAL	RE WAHLSTROM CONCRETE & DI	NON CAPITAL EQUIPMENT	\$4,200.00
Vendor Total:				\$4,200.00
General Facility Mai	GENERAL	TOTAL MECHANICAL SERVICES, I	NON CAPITAL EQUIPMENT	\$5,597.80
Vendor Total:				\$5,597.80
General Facility Mai	GENERAL	IMPERIAL DADE	CLEANING SUPPLIES	\$1,144.81
Vendor Total:				\$1,144.81
PW - Streets	GENERAL	POMP'S TIRE SERVICE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$152.00
Vendor Total:				\$152.00
Police	GENERAL	DAKOTA COUNTY FINANCE	REPAIRS & MAINTENANCE - VEHICLE	\$5,369.52
Fire	FIRE & AMBULA	DAKOTA COUNTY FINANCE	DISPATCH CONTRACT-COUNTY	\$1,213.16
Police	GENERAL	DAKOTA COUNTY FINANCE	DISPATCH CONTRACT-COUNTY	\$1,726.42
Fire	FIRE & AMBULA	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$2,751.03
Ambulance	FIRE & AMBULA	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$573.78
General Facility Mai	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$158.87
Police	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$4,322.13
Building Inspections	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$247.52
PW - Engineering	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$109.82
PW - Streets	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$5,123.76

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Water	WATER	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$1,457.15
Vendor Total:				\$23,053.16
Parks Capital	PARKS CAPITAL	4RM+ULA LLP	CONTRACTORS & CONSTRUCTION	\$1,430.00
Vendor Total:				\$1,430.00
PW - Streets	GENERAL	PREMIER TRUCK GROUP	REPAIRS & MAINTENANCE - EQUIP	\$671.35
Vendor Total:				\$671.35
Treatment Plant	WATER	WIGEN COMPANIES INC.	REPAIRS & MAINTENANCE - EQUIP	\$1,057.50
Vendor Total:				\$1,057.50
PW - Streets	GENERAL	APPLE VALLEY FORD	REPAIRS & MAINTENANCE - EQUIP	\$88.33
Vendor Total:				\$88.33
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$1,272.00
Vendor Total:				\$1,272.00
Parks Operations	PARKS	CEMSTONE PRODUCTS CO.	UPKEEP OF GROUNDS	\$176.43
Vendor Total:				\$176.43
Water	WATER	CITY OF BLOOMINGTON	REPAIRS & MAINT-LINES	\$364.00
Vendor Total:				\$364.00
Wastewater	WASTEWATER	TESSA HAGEN & JESSE SCHAPLO	MISCELLANEOUS	\$5,000.00
Vendor Total:				\$5,000.00
HEDRA	HEDRA	DAKOTA COUNTY ABSTRACT	EXPERT & CONSULTANT	\$760.00
Vendor Total:				\$760.00
Elections	GENERAL	GRAPHIC DESIGN	GENERAL NOTICES & PUBLIC INFO.	\$1,619.00
Elections	GENERAL	GRAPHIC DESIGN	GENERAL NOTICES & PUBLIC INFO.	\$2,664.42
Vendor Total:				\$4,283.42
VEHICLE AND EQU	VEHICLE AND E	HASTINGS FORD	MOTOR VEHICLES	\$49,558.64
Water	WATER	HASTINGS FORD	REPAIRS & MAINT-LINES	\$96.25
Vendor Total:				\$49,654.89
HEDRA	HEDRA	HOISINGTON KOEGLER GROUP	EXPERT & CONSULTANT	\$12,905.22
Vendor Total:				\$12,905.22
Non-Departmental	GENERAL	L.E.L.S.	Remittance	\$1,903.50
Vendor Total:				\$1,903.50
Non-Departmental	GENERAL	LOCAL UNION 49	Remittance	\$665.00

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$665.00
Non-Departmental	GENERAL	LOCAL 320	Remittance	\$383.00
				Vendor Total: \$383.00
Police	GENERAL	MACQUEEN EQUIPMENT, INC.	REPAIRS & MAINTENANCE - VEHICLE	\$11,070.17
				Vendor Total: \$11,070.17
PW - Streets	GENERAL	MN DEPT LABOR & INDUSTRY	REPAIRS & MAINTENANCE - EQUIP	\$20.00
				Vendor Total: \$20.00
Non-Departmental	GENERAL	MN NCPERS GROUP LIFE C/O ME	Remittance	\$64.00
				Vendor Total: \$64.00
PW - Streets	GENERAL	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$68.99
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	EQUIPMENT	\$26,672.82
				Vendor Total: \$26,741.81
PW - Streets	GENERAL	PINE BEND PAVING, INC.	CONTRACTORS & CONSTRUCTION	\$7,804.55
				Vendor Total: \$7,804.55
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$714.60
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$202.14
				Vendor Total: \$916.74
PW - Street Lights	GENERAL	CITY OF ST PAUL	REPAIRS & MAINTENANCE - EQUIP	\$320.00
PW - Street Lights	GENERAL	CITY OF ST PAUL	REPAIRS & MAINTENANCE - EQUIP	\$35.67
				Vendor Total: \$355.67
PW - Street Lights	GENERAL	SHERWIN-WILLIAMS	REPAIRS & MAINTENANCE - EQUIP	\$27.20
				Vendor Total: \$27.20
Non-Departmental	TIF 9 BLOCK 28	SRF CONSULTING GROUP INC	OTHER PROFESSIONAL SERVICES	\$922.06
				Vendor Total: \$922.06
Fire	FIRE & AMBULA	TERRYS HARDWARE, INC.	CLEANING SUPPLIES	\$122.38
General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	PEN LIGHT AND CAP	\$43.98
General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	CUT RESITANT GLOVES	\$9.99
				Vendor Total: \$176.35
Non-Departmental	GENERAL	UNITED WAY OF HASTINGS	Remittance	\$245.00
				Vendor Total: \$245.00
Ambulance	FIRE & AMBULA	ZOLL MEDICAL CORP	MEDICAL & FIRST AID	\$537.00
Ambulance	FIRE & AMBULA	ZOLL MEDICAL CORP	MEDICAL & FIRST AID	\$201.72

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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Vendor Total: \$738.72

Non-Departmental	WATER	AULD TIM/ALISON	CUSTOMER OVERPAYMENT	\$21.56
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Vendor Total: \$21.56

GRAND TOTAL: \$236,577.72

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Operations	PARKS	CINTAS CORPORATION NO 2	REPAIRS & MAINTENANCE - BLDG	\$127.45
Vendor Total:				\$127.45
Fire	FIRE & AMBULA	VALLEY WELDING & MACHINE	REPAIRS & MAINTENANCE - EQUIP	\$168.00
Vendor Total:				\$168.00
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$11.91
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$16.06
Vendor Total:				\$27.97
Parks Operations	PARKS	TRI-STATE BOBCAT, INC.	REPAIRS & MAINTENANCE - EQUIP	\$226.10
Parks Operations	PARKS	TRI-STATE BOBCAT, INC.	REPAIRS & MAINTENANCE - EQUIP	\$2,644.93
Vendor Total:				\$2,871.03
Parks Operations	PARKS	REINDERS INC.	CHEMICALS & CHEMICAL PRODUCTS	\$1,701.53
Vendor Total:				\$1,701.53
Aquatics	AQUATIC CENTE	BRIKK MECHANICAL LLC.	REPAIRS & MAINTENANCE - STRUCTU	\$3,234.00
Vendor Total:				\$3,234.00
Admin	GENERAL	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$90.32
Vendor Total:				\$90.32
Debt Service	2015A GO DEBT	U.S. BANK	FISCAL AGENT FEES	\$550.00
Vendor Total:				\$550.00
IT-OPERATIONS	GENERAL	QUENTIN NELSON	OTHER GENERAL SUPPLIES	\$7.87
Vendor Total:				\$7.87
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$9.35
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$1.90
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$63.41
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$21.38
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$83.37
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	REPAIRS & MAINTENANCE - EQUIP	\$29.55
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	REPAIRS & MAINTENANCE - EQUIP	\$2.41
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	MISCELLANEOUS	\$14.86
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	MISCELLANEOUS	\$6.13
Vendor Total:				\$232.36
Fire Building	GENERAL	RF GARAGE DOOR LLC	F.D. GARAGE DOOR OPENER REPLACE	\$1,290.00
Vendor Total:				\$1,290.00
Parks Operations	PARKS	PAIGE MARSCHALL BIGLER	CONFERENCE & SCHOOLS	\$117.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$117.00
Fire	FIRE & AMBULA	ROBERT WARGO	SAFETY BOOTS	\$113.63
				Vendor Total: \$113.63
PW - Streets	GENERAL	NAPA AUTO PARTS	MOTOR FUEL & OIL	\$9.89
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$15.67
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$22.52
Wastewater	WASTEWATER	NAPA AUTO PARTS	REPAIRS & MAINT-LINES	\$8.90
Water	WATER	NAPA AUTO PARTS	REPAIRS & MAINT-LINES	\$7.27
Water	WATER	NAPA AUTO PARTS	MOTOR FUEL & OIL	\$59.98
				Vendor Total: \$124.23
Parks Operations	PARKS	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$31.81
Parks Operations	PARKS	NAPA AUTO PARTS	MISCELLANEOUS	\$144.96
Parks Operations	PARKS	NAPA AUTO PARTS	MISCELLANEOUS	(\$62.51)
Parks Operations	PARKS	NAPA AUTO PARTS	SMALL TOOLS & EQUIPMENT	\$31.15
				Vendor Total: \$145.41
Fire	FIRE & AMBULA	NAPA AUTO PARTS	EQUIPMENT PARTS	\$9.44
Fire	FIRE & AMBULA	NAPA AUTO PARTS	EQUIPMENT PARTS	\$47.20
				Vendor Total: \$56.64
Arena	ARENA	ADS ON BOARDS	REPAIRS & MAINTENANCE - BLDG	\$1,200.00
				Vendor Total: \$1,200.00
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$22.99
Police	POLICE RESERV	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$20.00
				Vendor Total: \$42.99
Parks Operations	PARKS	HOTSY MINNESOTA	REPAIRS & MAINTENANCE - BLDG	\$511.91
				Vendor Total: \$511.91
PW Building	GENERAL	TOTAL MECHANICAL SERVICES, I	RREPLACED THE 2 PILLOW BLOCK BE	\$3,874.00
				Vendor Total: \$3,874.00
Water	WATER	LARKIN HOFFMAN DALY & LINDG	EXPERT & CONSULTANT	\$2,246.50
				Vendor Total: \$2,246.50
Ambulance	FIRE & AMBULA	DIGITECH COMPUTER LLC	EXPERT & CONSULTANT	\$8,326.09
				Vendor Total: \$8,326.09
Fire	FIRE & AMBULA	ELLIOTT KANN	MOTOR FUEL & OIL	\$20.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$20.00
General Facility Mai	GENERAL	RESTORATION & CONSTRUCTION	BUILDINGS & STRUCTURES	\$11,068.75
				Vendor Total: \$11,068.75
PW - Streets	GENERAL	PREMIER TRUCK GROUP	REPAIRS & MAINTENANCE - EQUIP	(\$127.68)
				Vendor Total: (\$127.68)
PW - Streets	GENERAL	JACKSON, SAWYER	SAFETY BOOTS	\$206.99
				Vendor Total: \$206.99
Water	WATER	APPLE VALLEY FORD	REPAIRS & MAINT-LINES	\$93.61
				Vendor Total: \$93.61
PW - Streets	GENERAL	BIRK, JOSEPH	CLOTHING & BADGES	\$166.54
				Vendor Total: \$166.54
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$128.58
				Vendor Total: \$128.58
PW - Streets	GENERAL	CEMSTONE PRODUCTS CO.	STREET MAINTENANCE MATERIAL	\$15.00
PW - Streets	GENERAL	CEMSTONE PRODUCTS CO.	STREET MAINTENANCE MATERIAL	\$672.50
				Vendor Total: \$687.50
HEDRA	HEDRA	AMERICAN CENTER FOR PHILANT	MISCELLANEOUS	\$15,000.00
				Vendor Total: \$15,000.00
Police	GENERAL	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$17.77
Wastewater	WASTEWATER	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$93.83
Wastewater	WASTEWATER	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$67.02
Water	WATER	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$54.38
				Vendor Total: \$233.00
Parks Operations	PARKS	ELECTRO WATCHMAN, INC	REPAIRS & MAINTENANCE - BLDG	\$654.00
				Vendor Total: \$654.00
Parks Operations	PARKS	W.W. GRAINGER, INC.	ROOFTOP FILTERS	\$257.28
				Vendor Total: \$257.28
Parks Operations	PARKS	GRAPHIC DESIGN	DONATIONS	\$550.00
Storm	STORM WATER	GRAPHIC DESIGN	UTILITY BILL STATEMENTS	\$236.33
Wastewater	WASTEWATER	GRAPHIC DESIGN	UTILITY BILL STATEMENTS	\$236.33
Water	WATER	GRAPHIC DESIGN	UTILITY BILL STATEMENTS	\$236.34
Water	WATER	GRAPHIC DESIGN	UTILITY BILL STATEMENTS	\$1,220.00

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$2,479.00
Non-Departmental	GENERAL	HASTINGS AREA CHAMBER/COM	LODGING TAX PAYABLE	\$16,839.34
				Vendor Total: \$16,839.34
Building Inspections	GENERAL	HASTINGS FORD	REPAIRS & MAINTENANCE - VEHICLE	\$86.94
				Vendor Total: \$86.94
VEHICLE AND EQU	VEHICLE AND E	HASTINGS VEHICLE REGIS.	TITLE/REG 2024 FORD F150-POLICE	\$27.00
				Vendor Total: \$27.00
PW - Engineering	GENERAL	LEAGUE OF MN CITIES	FULL-TIME SALARIES-REGULAR	\$1,087.15
				Vendor Total: \$1,087.15
Wastewater	WASTEWATER	METROPOLITAN COUNCIL ENVIR	METRO WASTE CONTROL COMMISSION	\$148,748.96
				Vendor Total: \$148,748.96
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$360.68
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	(\$415.52)
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$530.73
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$19.75
				Vendor Total: \$495.64
Parks Operations	PARKS	PINE BEND PAVING, INC.	REPAIRS & MAINTENANCE - BLDG	\$323.05
Parks Operations	PARKS	PINE BEND PAVING, INC.	REPAIRS & MAINTENANCE - BLDG	\$328.25
				Vendor Total: \$651.30
Hydro	HYDRO ELECTRI	QUALITY FLOW SYSTEMS, INC.	REPAIRS & MAINTENANCE - EQUIP	\$4,872.00
				Vendor Total: \$4,872.00
PW - Street Lights	GENERAL	SHERWIN-WILLIAMS	REPAIRS & MAINTENANCE - EQUIP	\$30.55
				Vendor Total: \$30.55
Police Building	GENERAL	TERRYS HARDWARE, INC.	WASTE AND WALL PIPE	\$9.78
General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	(\$24.99)
Parks Operations	PARKS	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$15.58
Parks Operations	PARKS	TERRYS HARDWARE, INC.	SMALL TOOLS & EQUIPMENT	\$9.95
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$1.58
Parks Operations	PARKS	TERRYS HARDWARE, INC.	SMALL TOOLS & EQUIPMENT	\$229.00
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$15.90
Parks Operations	PARKS	TERRYS HARDWARE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$9.06
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$21.97
				Vendor Total: \$287.83

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PW - Streets	GENERAL	NUSS TRUCK & EQUIPMENT	REPAIRS & MAINTENANCE - EQUIP	\$39.99
Vendor Total:				\$39.99
Non-Departmental	WATER	JANSSEN DONNA	CUSTOMER OVERPAYMENT	\$92.86
Non-Departmental	WATER	RHODE WILLIAM J.	CUSTOMER OVERPAYMENT	\$25.00
Non-Departmental	WATER	NEITHERCOTT JOHN	CUSTOMER OVERPAYMENT	\$334.44
Non-Departmental	WATER	KIMMES CHARLES	CUSTOMER OVERPAYMENT	\$43.11
Non-Departmental	WATER	HILGERT TODD/JULIE	CUSTOMER OVERPAYMENT	\$5.04
Non-Departmental	WATER	GAUMANN ANNE	CUSTOMER OVERPAYMENT	\$9.09
Non-Departmental	WATER	LARSON ARNOLD	CUSTOMER OVERPAYMENT	\$23.41
Vendor Total:				\$532.95

GRAND TOTAL: \$231,626.15

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Jessica Urbach, Parks and Recreation Office Assistant
Date: October 7, 2024
Item: Accept Donation to the Parks and Recreation Department

Council Action Requested: Council is asked to accept a donation in the amount of \$1,400.00, made to the Parks and Recreation Department and has designated that this donation be used for a Memorial Bench and a Tree in a City Park or on a City Trail.

Background Information: Janet Swanson 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 \$1,400.00

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, Janet Swanson has presented to the City Parks & Recreation Department a donation of \$1,400.00 and has designated that this donation be used for a Memorial Bench and a Tree in a City Park or on a City Trail; and

WHEREAS, the City Council is appreciative of the donation and commends Ms. Swanson 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 and tree to be placed in a City Park or on a City Trail; and

Adopted this 7th day of October, 2024.

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Jessica Urbach, Parks and Recreation Office Assistant
Date: October 7, 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: Linda Carlson 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, Linda Carlson 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 Ms. Carlson 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 7th day of October, 2024.

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: October 7th, 2024

Item: Donation to Hastings Police Department

Council Action Requested:

Accept donation of 'Policeman's Ball' flyer from 1973.

Background Information:

Mr. Estlund is in possession of a flyer from the 1973 that he would like to donate to the Hastings Police Department. The flyer is on cardboard stock and is advertising the Policeman's Ball at the Columbian Hall to take place on Oct. 13th, 1973. The flyer is in excellent shape and will be framed and showcased at the Hastings Police Department.

Financial Impact:

Neutral

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Resolution
- Thank You

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION XX-XX-24

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
A DONATION TO THE HASTINGS POLICE DEPARTMENT**

WHEREAS, Nels Estlund, have donated to the Hastings Police Department poster of the Policeman’s Ball from 1973; and

WHEREAS, this donation will be displayed at Hastings PD; and

WHEREAS, the City Council is appreciative of the donation and commends Mr. Estlund for his 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 Hastings Police Department as designated; and
3. That the poster will be displayed at the Hastings Police Department.

Adopted this 7th day of October, 2024,

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Emily King, Deputy City Clerk
Date: October 7, 2024
Item: One-Day Temporary Gambling Permit for St. Elizabeth Ann Seton

Council Action Requested:

Approve the attached resolution approving the one-day temporary gambling permit for St. Elizabeth Ann Seton.

Background Information:

St. Elizabeth Ann Seton submitted an application for a one-day temporary gambling permit for January 7, 2025 for a raffle to be held at the St. Elizabeth Ann Seton Catholic Church, 2035 15th Street West.

Financial Impact:

The \$25.00 One-Day Temporary Gambling License fee will be paid prior to issuance.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**RESOLUTION APPROVING THE APPLICATION BY
ST. ELIZABETH ANN SETON FOR A
TEMPORARY ONE-DAY GAMBLING PERMIT**

WHEREAS, St. Elizabeth Ann Seton has presented an application to the City of Hastings for a one-day temporary gambling permit on January 7, 2025 to be held at the St. Elizabeth Ann Seton Catholic Church, 2035 15th Street West, 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 will be paid prior to issuance.

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.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 7TH
DAY OF OCTOBER, 2024.**

ATTEST:

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: October 7, 2024
Item: Appointment of Election Judges for the 2024 General Election

Council Action Requested:

Approve the attached resolution appointing additional persons listed on Exhibit A as Election Judges for the 2024 General Election.

Background Information:

Minnesota State Statute 204B.21 requires that the City Council approves the appointment of Election Judges for precincts in a municipality.

All election judges meet the qualifications listed in Minnesota State Statute 204B.19.

Financial Impact:

The 2024 Election Budget includes payment of hours served by the Election Judges, \$13.00 per hour for election judges and \$14.50 per hour for co-head election judges.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution
- Exhibit A

**CITY OF HASTINGS
COUNTIES OF DAKOTA & WASHINGTON**

RESOLUTION _____

**A RESOLUTION OF ADOPTION OF ELECTION JUDGES
FOR THE 2024 GENERAL ELECTION**

WHEREAS, the City Council of the City of Hastings is required by Minnesota State Statute 204B.21, Section 2, to approve the appointment of election judges; and

WHEREAS, the Minnesota Residents listed in Exhibit A have applied to serve as election judges and meet the requirements established in Minnesota State Statute 204B.19.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hastings, Minnesota hereby appoints the persons listed in Exhibit A to serve as election judges for the General Election on November 5, 2024.

BE IT FURTHER RESOLVED that the Deputy City Clerk is authorized to assign election judges to the precincts, in accordance with statutory requirements, and to make substitutions or additions as deemed necessary to fill vacancies.

ADOPTED BY THE HASTINGS CITY COUNCIL THIS 7th DAY OF OCTOBER 2024.

ATTEST:

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

Curtis A.
Anthony A.
Lu Anne A.
Anne A.
John A.
Steven A.
Theresa A.
Brenda B.
Jackie B.
Grace B.
Jerry B.
Jason B.
Doreen B.
Gloria B.
James B.
Melissa B.
Laurie B.
Ethan B.
Sandra C.
Kelly C.
Tom C.
Amy C.
Elizabeth C.
Tom C.
Debbie C.
Edwin D.
Jeanne D.
Nicole D.
Jo F.
Terry F.
Dale F.
Marcia F.
Marcie F.
Colleen F.
Sue G.
Cress G.
Rebecca G.
Alanna G.
Susan G.
Matthew G.
Karin G.
Peggy G.
Twila H.
Rita H.
Jan H.
Christopher H.

Connie H.
Spencer J.
Charles J.
Barbara J.
Lois K.
Caitlin K.
Sara K.
Pamela K.
Shannon K.
Debra K.
Rhonda K.
Ralph K.
Donna K.
Nicole L.
Renee L.
Katy L.
Afton L.
Joan L.
Wesley L.
Tara M.
Mary M.
Debra M.
Rebecca M.
Barbara M.
Kari M.
Maggie M.
Jeanette M.
Bonnie M.
Holly M.
Deb M.
Anita M.
David M.
Richard M.
David Mu.
Joyce M.
Kristine M.
Susan N.
Mary N.
Jane N.
Kim N.
Pamela O.
Richard P.
Krista P.
Thomas P.
Chelsea P.
Jerrie P.

Clarice P.
Walter P.
Kim R.
Denice R.
Dennis R.
Lisa R.
Mary R.
Mary S.
Dorothy S.
Lynn S.
Peggy S.
Janet S.
Jane S.
Theresa S.
Lisa S.
Sarah S.
Cherise S.
Rick S.
Laurie S.
David S.
Mike S.
Gary S.
Jennie T.
Allen T.
Teddie T.
Connie T.
Megan V.
Gwen V.
Molly V.
Debra W.
Cynthia W.
Kelsey W.
Allen W.
Carla W.
Peggy W.
Nathan W.
Elizabeth W.
Mary W.
Lois W.
Erica W.
Anne L.
Nicole L.
Betty H.
Crystal A.
Catherine Z.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marshall Bigler, Recreation Program Specialist
Date: October 7, 2024
Item: Special Event Request –DBA Community Halloween

Council Action Requested: Consider the request from Hastings Downtown Business Association for a Special Event Designation on Sunday, October 27, 2024, for the DBA Candy Crawl.

Background Information:

The Downtown Business Association is requesting closure of three blocks on 2nd street, between Vermillion St. to Tyler St. on Sunday, October 27, 2024, for their 6th Annual Candy Crawl – Halloween Event. The event will start at 2:00 p.m. and end at 5:00 p.m. Event Organizers anticipate attendance of 500+ people. Family-friendly entertainment and activities will be coordinated on each block, including a DJ, candy give-a-ways, storefront window displays, and a food collection for Hastings Family Service. The map of the event is included for City Council review. City Staff have reviewed the request and are supportive of the following conditions:

- The areas identified on the attached map shall be for the use of Downtown Hastings DBA Halloween event between the designated hours of 2:00 p.m. – 5:00 p.m. on Sunday, October 27, 2024.
- City Staff and Event organizers will set up a meeting to walk-through prior to the event. Organizers will provide the main contact information for our staff and reservists to have to troubleshoot during the event.
- Event Organizers will provide adequate street closure equipment, provided by the Downtown Business Association.
- The event organizers are required to post 'No Parking' signs 24 hours in advance, with the expectation that downtown parking on the three requested blocks is cleared by Noon the day of the event. Hastings Police Department may have to assist if there are cars left after Noon within the event parameters.
- The City will strive to provide Police Reservists.
- Event organizers must ensure safety measures for any open fires they may have at the event.
- Parks Staff will ensure Oliver's Grove Park electrical outlets are on and working for DBA to plug in decorations.
- Public Works staff will ensure street lights are on throughout 2nd Street so small inflatables and decorations can be plugged into the outlets on light poles by event organizers.

- All vendors must obtain City of Hastings vendor license prior to event, the cost of licensure is the responsibility of the vendor or event organizer, and licenses must be obtained from the City Clerk at Hastings City Hall.
- Event organizers will have the footprint cleaned up by 7:00 p.m. with barricades removed and the street accessible by the public.
- Event organizers agree the site will be left in at least the condition it was pre-event.
- Insurance certificate provided by event organizers, listing the City of Hastings as additionally insured.
- Any other reasonable conditions as determined by staff.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Special Event Application
- Event Map

Special Event Permit Application

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



VIII-07

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

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.

CONTACT INFORMATION:

Paige Marschall Bigler, Recreation Programming Specialist

pmarschall@hastingsmn.gov

651-480-6182

- Special Event Application
- Park Rentals

Emily King, Deputy City Clerk

eking@hastingsmn.gov

651-480-2343

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

Organization Information (if applicable)

Organization:
Primary Phone Number:
Website Address:

Event Organizer

Name and Title:
Mailing Address:
Primary Phone Number:
Email Address:
On-Site Contact:
Primary Phone Number:
Email Address:

General Event Information

Event Name:
Type of Event: <input 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: _____ _____ _____ _____
Is this an annual event? _____ Yes _____ No
Is this a multi-day event? _____ Yes _____ No
Event Start Date: _____ Event End Date: _____
Is the event open to the public or private? <input type="checkbox"/> Public <input type="checkbox"/> Private

Is there an admission fee? _____ Yes _____ No

What is the anticipated attendance?

VIII-07

What was the previous year's attendance?

Where will the event be located?

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: _____ Tear Down: _____	
Event Set-Up Date: _____	Event Set-Up Time: _____ to _____
Event Start Date: _____	Event Start Time: _____
Event End Date: _____	Event End Time: _____
Event Tear Down Date: _____	Event Tear Down Time: _____ to _____

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)*

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:

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:

Contact Phone Number & Email:

Organics

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

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 _____

- 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: _____

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: _____

(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.

Geyer Signal	Safety Signs of MN	Warning Lites
https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc	https://www.safetysigns-mn.com/	https://www.warninglitesmn.com/
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:

_____ to be held on _____
Event Name *Event Date(s)*

by _____ of _____
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.

 Print Name

 Title



 Signature

 Date

Applicant Agreement

VIII-07

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

_____ 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.

_____ 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.

_____ 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.

_____ 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.

_____ 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.

_____ 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.

_____ 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.

Print Name

Title



Signature

Date

PLEASE COMPLETE IF INTOXICATING LIQUOR WILL BE SERVED AT THE EVENT

Intoxicating Liquor (please check one)

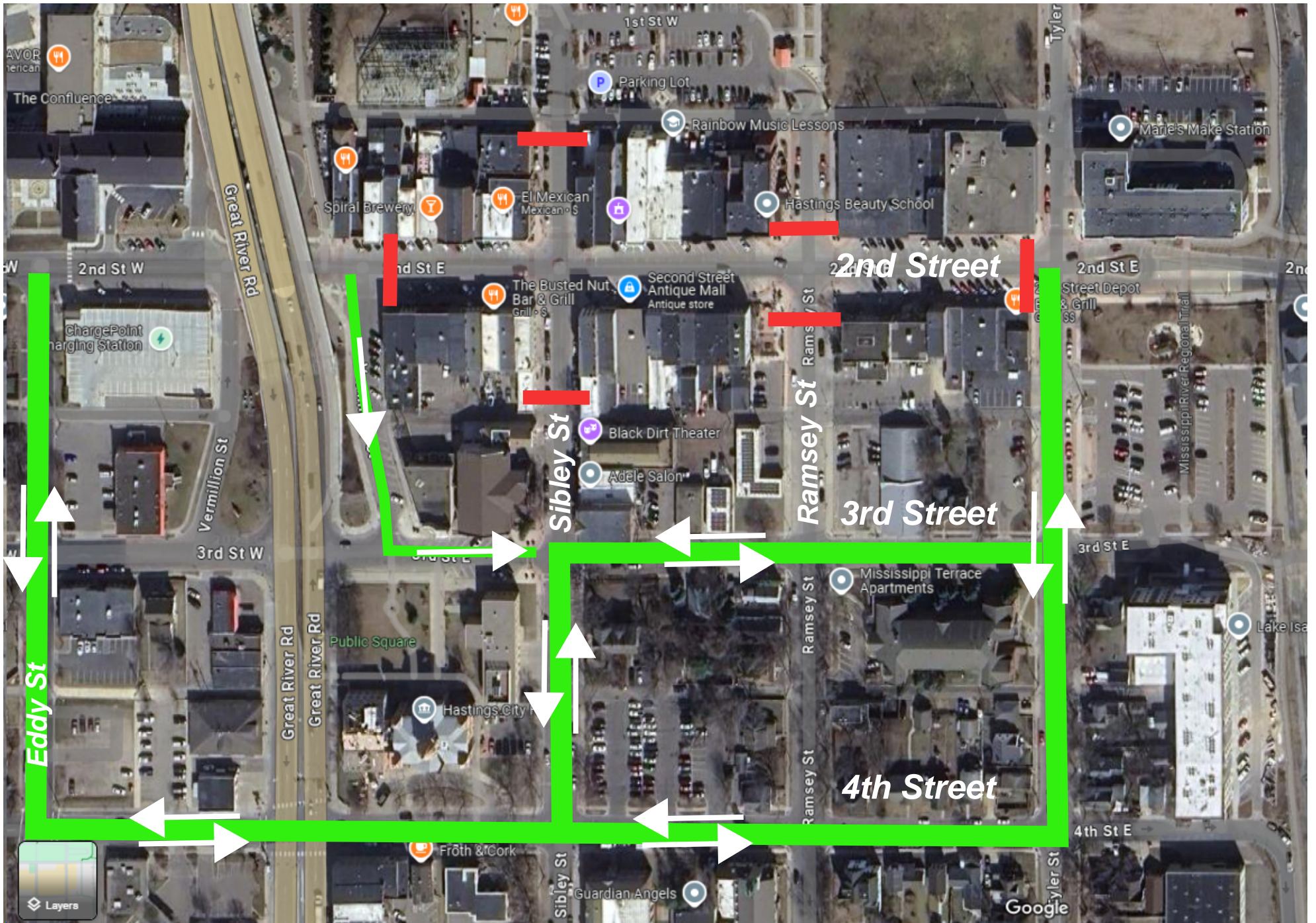
- An establishment within the City of Hastings holding an active Caterer’s Permit will be providing and serving liquor.
- The establishment must provide a current copy of their certificate of insurance including sales off premises. The City of Hastings must be listed as additional insured.
 - Please 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.





City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: October 7, 2024
Item: 2nd Reading\Adopt Ordinance: Amend City Code Chapter 50.05 – On-Site Sewer Requirements

Council Action Requested:

Consider 2nd Reading and adoption of the attached amendment to Hastings City Code Chapter 50.05 – On-Site Sewer Requirements. The amendment transfers licensing and permitting authority for SSTS’ - subsurface sewage treatment systems (also referred to as septic systems) to Dakota and Washington County. The City Council considered 1st Reading at the September 16, 2024 meeting.. A simple majority is necessary for action.

The 1st Reading inadvertently excluded the following language within the existing code and has been added as Chapter 50.05, Subd. C of the amendment:

C. No private on-site sewer system shall be permitted without approval by the City Council. City Council may deny approval of an on-site sewer on property situated within the Municipal Urban Service Area (MUSA) due to the pending availability of City sanitary sewer service.

Background

On April 1, 2024 the City Council authorized submittal of a request to the respective counties to provide SSTS permitting and licensing. Both Dakota and Washington County have agreed to provide services.

The vast majority of homes and businesses within the City are connected to the municipal sewer system; however, there are approximately 30 homes where sanitary sewer service is not available. The City currently provides, inspection, permitting, and licensing services for SSTS’ requiring certain certification through the State of Minnesota. The City no longer has an individual who is SSTS certified and seeks to transfer authority to the respective counties in which staff does have training and where SSTS inspection is much more common.

Council Committee Review

N/A

Advisory Commission Review

N/A

Attachment

- Ordinance Amendment
- Existing Ordinance

ORDINANCE NO. _____

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING
HASTINGS CITY CODE CHAPTER 50.05 REGARDING ON-SITE SEWER
REQUIREMENTS – SEPTIC SYSTEMS**

The City Council of the City of Hastings, Dakota and Washington Counties, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 50.05, on-site sewer requirements (septic systems) shall be deleted in its entirety and replaced as follows

50.05 On-Site Sewer Requirements

- A. *Adoption Of Subsurface Sewage Treatment Systems (SSTS).* Standards for the installation and repair of individual on-site sewer systems are established by Minnesota Administrative Rules, Chapters 7080-7083, Dakota County Ordinance No. 113, and Washington County Ordinance No. 206. Commonly referred to as the Subsurface Sewage Treatment Systems (SSTS) Program, or Septic Systems the above rules and ordinances are hereby adopted by reference as though set forth verbatim herein.
- B. *Permit Required by Respective County.* No person shall install, repair, alter, or pump a SSTS without first obtaining a permit from the respective county in which the SSTS is located.
- C. No private on-site sewer system shall be permitted without approval by the City Council. City Council may deny approval of an on-site sewer on property situated within the Municipal Urban Service Area (MUSA) due to the pending availability of City sanitary sewer service.

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 October 7, 2024 amends the City Ordinance to clarify transfer permitting authority for on-site sewer systems (septic systems) from the City to the respective County.

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 7th day of October, 2024

Mary D. Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk

Published in the Hastings Journal on October 10th and 17th, 2024.

EXISTING ORDINANCE

50.05 On-Site Sewer Requirements

1. *Adoption Of Subsurface Sewage Treatment Systems (SSTS)*. Standards for the installation and repair of individual on-site sewer systems are established by the Minnesota Pollution Control Agency. Commonly referred to as the Subsurface Sewage Treatment Systems Program – Chapters 7080 – 7083, published by the Minnesota Pollution Control Agency, these standards along with Dakota County Ordinance No. 113 are hereby adopted by reference as though set forth verbatim herein. The stricter provisions of Dakota County Ordinance No. 113 shall apply.
2. *Permit Required*. No person shall install, repair, alter, or pump an on-site sewer system without first obtaining a permit as provided herein. Applications, provided by the City, must be completed in writing prior to issuance of a permit. Permit fees shall be as provided in this code.
3. *SSTS License required*. Installation and repair of on-site sewer systems requires licensing by the respective county jurisdiction. Persons applying for a permit for installation or repair of an on-site sewer system must provide evidence of licensure with Dakota County if the property where work will be performed is in Dakota County or licensure with Washington County if the property where work will be performed is in Washington County. All design, installation, alteration, repair, maintenance, operation, pumping, and inspection activities for SSTS located in Hastings must be completed by a business licensed by the MPCA under Minnesota Rules Chapters 7080-7083.
4. *Required Conditions*.
 1. Soil percolation tests must be completed by an independent party and must be favorable for the operation of an on-site sewer system before a permit will be issued.
 2. Installations, alterations, repairs, and maintenance shall be performed in accordance with MPCA Rules Chapter 7080-7083.
 3. No private on-site sewer system shall be permitted without approval by the City Council. City Council may deny approval of an on-site sewer on property situated within the Municipal Urban Service Area (MUSA) due to the pending availability of City sanitary sewer service.

(Prior Code, § 4.12) Penalty, see § 10.99

HISTORY

Amended by Ord. [2012-14, 3rd Series](#) on 10/15/2012



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: October 7, 2024
Item: Authorize Signature: Memorandum of Understanding – Sewer Service – UHL – 15211 Ravenna Trail

Council Action Requested:

Authorize signature of the attached Memorandum of Understanding (MOU) between the City and United Heroes League (UHL) pertaining to sanitary sewer service for the UHL locker room and stadia project located at 15211 Ravenna Trail. Approval requires a simple majority of City Council.

Background Information:

The MOU establishes conditions for UHL to install and utilize temporary holding tanks for sanitary sewer treatment while the City and Metropolitan Council review the potential expansion of municipal sewer service to the property. UHL will be required to hook up to municipal sanitary service if it becomes available or install a permanent septic system once a decision on municipal service has been determined.

On June 17, 2024 the City Council granted site plan approval for UHL to construct stadium bleacher seating for 1,175 individuals and a 3,450 s.f. locker room building underneath the bleachers.

Financial Impact:

Future commercial development of the site will increase tourism spending in Hastings.

Advisory Commission Discussion:

N/A

Attachments:

- Memorandum of Understanding

HASTINGS CITY COUNCIL**RESOLUTION NO. _____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF STADIUM
SEATING AND A LOCKER ROOM AT 15211 RAVENNA TRAIL FOR UNITED
HEROES LEAGUE ON PROPERTY OWNED BY DEFENDING THE BLUE
LINE**

Councilmember _____ introduced the following Resolution and moved its adoption:

WHEREAS, Marshall Andrews of HTG Architects has applied for Site Plan approval to construct stadium seating holding approximately 1,175 individuals and a +/- 3,450 s.f. locker room facility on property owned by Defending the Blue Line. The facility is operated by United Heroes League and generally located at 15211 Ravenna Trail (PIN 19-035500-14-020) and legally described on Attachment A; and

WHEREAS, on June 10, 2024 the Hastings Planning Commission held reviewed the request and recommended approval of the action as presented; and

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 Site Plan as presented to the City Council subject to the following conditions:

1. Conformance with the plans submitted with the City Council Staff Report dated June 17, 2024.
2. Reconfiguration of the rear property line to maintain a minimum 20-foot setback for the stadium seating and locker rooms.
3. Final approval of the Grading, Drainage, Erosion Control, and Utility Plans by the Public Works Director.

4. All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
5. Disturbed areas of the site shall be maintained to the requirements of the City's property maintenance ordinance.
6. Any uncompleted site work (including landscaping) must be escrowed at 125 percent of the estimated value prior to issuance of a certificate of occupancy.
7. All lighting shall incorporate shields and cut-offs to direct light on the site.
8. Landscape planter schematics, material type, colors, and planted items must be approved prior to issuance of a Building Permit.
9. Equipment screening fence schematics, material type, and color must be approved prior to the building permit
10. The photometric plan must ensure foot candle illumination for the hockey rink and parking lot does not exceed 0.5 foot candles at the property line.
11. Approval is subject to a one-year Sunset Clause; if significant progress is not made towards the proposal 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 June 17, 2024, by the following vote:

Ayes:
Nays:
Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

STATE OF MINNESOTA) City of Hastings
) ss.
COUNTY OF DAKOTA)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Hastings, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached copy of the _____ Resolution with the original on file in my office and the same is a full, true and complete copy thereof.

WITNESS, my hand as such City Clerk and the corporate seal of the City of Hastings this ____ day of _____, 20__.

Kelly Murtaugh, City Clerk

SEAL STICKER

Attachment A
Legal Description
PIN 19-03500-14-020

That part of the West half of the Northeast Quarter of Section 35, Township 115 North, Range 17 West lying south of CSAH No. 54 and east of County Road No. 91; except the south 1,072 feet lying west of the east 275.35 feet; AND

Except that part lying westerly of a line commencing at the intersection of the centerline of CSAH No. 54 and the centerline of County Road 91; thence South 79 degrees, 02 minutes, 08 seconds East on the centerline of CSAH No. 54 a distance of 846 feet to the point of beginning of the line to be described; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 501.37 feet; thence North 79 degrees, 02 minutes, 08 seconds West a distance of 145.11 feet; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 225.32 feet to the north line of the south 1,072 feet of said West Half of the Northeast Quarter, thence terminating; AND

Except the south 200 feet of the east 275.34 feet of said West Half of the Northeast Quarter.

Subject to CSAH No. 54.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2024, (“Effective Date”) by the City of Hastings (“City”), a Minnesota public body corporate and politic and United Hero League, a Minnesota nonprofit corporation (“UHL”) (also known as Defending the Blue Line).

WHEREAS, UHL owns that certain real property located at 15211 Ravenna Trail, Hastings, Minnesota, legally described on Exhibit A (the “Property”); and

WHEREAS, is constructing certain improvements on the Property that include a stadium-seating style facility with locker rooms, which were approved pursuant to City Council Resolution 06-15-24 (“Improvements”); and

WHEREAS, the Property is not currently served with public sewer services, and it is unclear when the Metropolitan Council Environmental Services (“MCES”) will complete its routing study (“MCES Study”) and make a decision about the path of providing public sewer services in the City of Hastings so that the public sewer services would be available to the Property; and

WHEREAS, UHL has requested that it be allowed to install temporary holding tanks as a temporary septic system until a certain date or event occurs, as defined below, at which time a permanent septic system will be installed or UHL will connect to the public sewer system; and

WHEREAS, the City is willing to grant the request under certain terms and conditions herein.

NOW THEREFORE, it is hereby acknowledged and agreed upon by the parties that:

1. UHL may install temporary holding tanks and other associated infrastructure as a temporary septic system to support the Improvements; and

2. The temporary septic system plans must be approved by the City Engineer and by Dakota County and may include, but are not limited conditions such as the following:
 - a. The number and size of tanks required must be sufficiently robust to support the Improvements and anticipated number of users.
 - b. Each tank must include an alarm system to notify UHL when the tank is nearing capacity.
 - c. Each tank must be regularly pumped on a schedule that will be determined based on the size of each tank.
3. Due to the temporary nature of the septic system, the City will grant UHL a temporary certificate of occupancy until such time as a permanent system, as determined below, is installed and operational, or five (5) years from the Effective Date, whichever occurs first.
4. If MCES' Study of the public sewer in the City determines that the public sewer services will be available to the Property, then UHL shall connect immediately upon notice by the City that such connection is available.
5. If MCES' Study of the public sewer in the City determines that the public sewer services will not be available to the Property, then within one year of the completion of the MCES Study and notification by the City, UHL must install a permanent septic system, which must be approved by Dakota County prior to installation.
6. In either case, when the permanent septic system is operational or when the connection to the public sewer system is complete, UHL shall amend or remove the temporary septic system to the satisfaction of the City and Dakota County.
7. Upon completion of the permanent septic system or connection to the public sewer system and the removal of the temporary septic system, as long as all other components of the Improvements are complete, the City will issue a permanent Certificate of Occupancy.
8. UHL agrees to defend, indemnify, and hold City harmless from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions in the performance of the any of the activities contained here related to the temporary septic system, any permanent septic system or any connection to the public sewer system. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of UHL and City, they shall be borne by each party in proportion to its own negligence.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Its Mayor


By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER:
UNITED HEROES LEAGUE**

By: 
Name: SHANE HUDELLA
Its: PRESIDENT

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKTOA)

The foregoing instrument was acknowledged before me this 1st day of October, 2024 by Shane Hudella, the President of United Heroes League, a Minnesota nonprofit corporation, on behalf of said nonprofit corporation.


Notary Public



EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That part of the West half of the Northeast Quarter of Section 35, Township 115 North, Range 17 West lying south of CSAH No. 54 and east of County Road No. 91; except the south 1,072 feet lying west of the east 275.35 feet; AND

Except that part lying westerly of a line commencing at the intersection of the centerline of CSAH No. 54 and the centerline of County Road 91; thence South 79 degrees, 02 minutes, 08 seconds East on the centerline of CSAH No. 54 a distance of 846 feet to the point of beginning of the line to be described; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 501.37 feet; thence North 79 degrees, 02 minutes, 08 seconds West a distance of 145.11 feet; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 225.32 feet to the north line of the south 1,072 feet of said West Half of the Northeast Quarter, thence terminating; AND

Except the south 200 feet of the east 275.34 feet of said West Half of the Northeast Quarter.

Subject to CSAH No. 54.

*City Council Memorandum*

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 7, 2024
Item: Hastings Civic Arena Fee Schedule 2024-2025

Council Action Requested: Conduct 2nd Reading and Adopt updates to the Hastings Civic Arena Fee Schedule for the 2024 – 2025 season.

Background Information: Fees at the Hastings Civic Arena have historically been very low, however over the past few years, staff have been slowly increasing fees. These fee increases are a reflection of increased costs for operating the facility as well as remaining more in line with fees at surrounding facilities. We remain low on our ice rental rates, and need to adjust those. With the proposed increases, Hastings will remain at the low end of the ice rate scale within the metro area.

As you are aware, we are also in the midst of a \$5.2M project at the Civic Arena, and will be paying for this project for the next 10 years. Increased fees will also help to make a portion of this payment.

The 1st Reading for this item was completed September 16, 2024. Action tonight is to conduct 2nd Reading and adopt the updated fees.

See attached for proposed fee changes.

Financial Impact: A positive financial impact of roughly \$28,500.00 annually based upon typical Prime ice rental hours, and based on 2023-2024 prime ice rate of \$215.00/hr.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Fee Schedule Changes

SECOND READING

CITY OF HASTINGS, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING CHAPTER 34 OF THE HASTINGS CITY CODE PERTAINING TO FEES FOR MUNICIPAL SERVICES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS:

Chapter 34 of the Hastings City Code is hereby amended as follows: Section 34.03

Fee Schedule

Parks and Recreation Fee Changes		
	Current	Proposed
Civic Arena Ice Rental (effective October 17, 2024, or ten days after publication)		
Prime	\$220.00/hour plus tax	\$230.00/hour plus tax

Moved by Councilmember _____, seconded by Councilmember _____ to adopt the ordinance as presented.

Adopted by the Hastings City Council on this 7th day of October 2024, by the following vote:

Ayes:

Nays:

Absent:

CITY OF HASTINGS

Mary Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk

I hereby certify that the above is a true and correct copy of the Ordinance presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 7th day of October 2024, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 7, 2024
Item: James Metzen Mighty Ducks Grant Program – Hastings Civic Arena

Council Action Requested: Approve and sign the Grant Agreement Amendment, accepting an additional \$41,591.00 in grant funds to help offset costs of replacing the R-22 refrigeration system at the Hastings Civic Arena.

Background Information: The City of Hastings is replacing the R-22 refrigeration system at the Hastings Civic Arena, and applied for funds from the James Metzen Mighty Ducks Grant Program. Earlier this year, we accepted \$166,364.00 in grant funds. A grantee was unable to use some funding and the James Metzen Mighty Duck Grant Program approved distributing those funds to other projects.

Staff recommend approval.

Financial Impact: Positive financial impact on the overall \$5.2M project. Total grant funding will now equal \$207,995.00.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- James Metzen Mighty Ducks Grant Program Agreement Amendment 1.



MIGHTY DUCKS GRANT PROGRAM

Grant Agreement – End Grant (Amendment #1)

THIS grant contract, and amendments and supplements thereto, is between the State of Minnesota, acting through its Amateur Sports Commission (hereinafter STATE) and the Hastings, City of (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE pursuant to Minnesota Statutes 2014, Chapter 240A, Section 9 is empowered to promote the development of proposals and award grants for new statewide public ice facilities and for renovation of existing ice arenas, including priority given to indoor air quality improvements and projects that eliminate R-22 and purchase of ice resurfacer; and

WHEREAS, on June 16, 2021, the STATE issued a Request for Proposals (RFP) in the State Register seeking proposals from eligible GRANTEES interested in building or renovating public ice arenas; and

WHEREAS, the STATE approved the grant award recommendations at its March 13, 2024 Commission Meeting; and

WHEREAS, GRANTEE's proposal was among those selected to receive \$166,364 in grant funds to finance the construction, renovation of an ice arena; and

WHEREAS, on September 11, 2024, the STATE has formally recommended an additional \$41,591 to their Grant Agreement Terms of Contract due to returned funds

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. GRANTEE'S DUTIES. GRANTEE shall construct a new public ice arena or renovate an existing public arena in accordance with the terms, conditions and specifications set forth in the STATE's RFP and GRANTEE's grant application, which shall be read together, attached hereto, and incorporated by reference as Exhibit A.
- II. CONSIDERATION AND TERMS OF PAYMENT

- a. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall be and shall not exceed two hundred and seven thousand and nine hundred and fifty-five dollars (\$207,995).
- b. Terms of Payment. Payment shall be made by the STATE promptly after GRANTEE’s presentation of evidence documenting that the project has been completed and paid for with funds other than this grant award.
 - i. All funds shall be paid to GRANTEE after STATE has agreed that the Project is complete, demonstrated by a Certificate of Occupancy when applicable or an Affidavit of Project Completion (Attachment A).
 - ii. In addition, the GRANTEE shall submit copies of paid invoices for Project expenses along with a letter on GRANTEE’s official letterhead (Attachment B) that will serve as GRANTEE’s official invoice.
 - iii. Payment shall be made directly to the GRANTEE following review and approval of required documents. Payment shall be made within thirty (30) days from receipt of invoice.

III. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined by the sole discretion of its authorized representative, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.

IV. TERMS OF CONTRACT. This grant contract shall be effective on September 11, 2024 or upon the date the final required signature is obtained by the STATE, pursuant to Minn. Stat. 16B.06, subd.2, whichever occurs later, and shall remain in effect until March 30, 2026, or until all obligations set forth in this grant contract has been satisfactorily fulfilled, whichever occurs first.

IN WITNESS WHEREOF, the parties have caused this grant contract amendment to be duly executed.

APPROVED:

GRANTEE:
Hastings, City of

STATE AGENCY:
Minnesota Amateur Sports Commission

By: _____

By:

Its: _____

Its: Executive Director

Date: 9/12/2024

Date: 9/12/2024

And: _____

Its: _____

Date: _____

Affidavit of Project Completion

This document is to be completed for projects receiving Mighty Ducks Grant funds where a Certificate of Occupancy, per Minnesota Rules 1300.0220, is not required to be issued.

I hereby certify that:

1. The facility/structure listed below is not subject to the conditions of Minnesota Rules 1300.0220
2. This document shall serve in lieu of a Certificate of Occupancy.
3. The construction of the facility is completed as outlined in grant contract with the Minnesota Amateur Sports Commission.
4. The facility is safe to be occupied by the public.

Facility Address:
 PIN (if applicable):
 Legal Description:
 Zoning District:

Owner Name:
 Address:
 City State Zip:
 Phone:
 Comments:

Name of Grant Recipient:

Name of Authorized Official (print)

Title

Signature

Date

This document is to be **included with the grant invoice processing documents** and mailed to:

Shannon Holbrook
 Minnesota Amateur Sports Commission
 1700 105th Avenue NE
 Blaine, MN 55449

MIGHTY DUCKS GRANT PROGRAM

SAMPLE REIMBURSEMENT REQUEST LETTER (Invoice)
(Submitted on Grant Recipient's Official Letterhead)

(Date)

Minnesota Amateur Sports Commission
Attn: Lynda Lynch
1700 105th Avenue NE
Blaine MN 55449

Dear Ms. Holbrook:

Please accept this letter as our formal request to receive the Mighty Ducks Grant funds in the amount of \$_____ for _____ (Project Name/Name of Grant Recipient). This letter also serves as the official notification of our acknowledgement and adherence of the language and provisions of the referenced in the executed Mighty Ducks grant agreement.

Per your request and attached for your review are copies of paid invoices totaling \$_____. These paid invoices equal or exceed our project's grant award and serves as our match requirement.

In addition, to demonstrate the project has been completed and documented as such, a copy of the Certificate of Occupancy (or Affidavit of Project Completion) is enclosed for your records.

I trust the documentation provided is sufficient for your purposes. Please feel free to contact me if you need additional information or have any questions.

Sincerely,

(Authorized/Official Signature)



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Alex Menke, Economic Development Coordinator
Date: October 7, 2024
Item: Authorize Signature: Agreement for MCES SAC & City WAC\SAC Deferral Property Tax Assessment – 214 2nd St E

Council Action Requested:

- 1) Authorize signature of the attached agreement between the City and Marathon Properties of Hastings, LLC to defer payment, by means of property tax assessment, of the City's portion of water access charges and sewer access charges (WAC\SAC) over a ten-year period.

Approval requires a simple majority of the City Council.

- 2) Authorize signature of the attached agreement between the City and Marathon Properties of Hastings, LLC to defer payment, by means of property tax assessment, of the Metropolitan Council's portion of sewer access charges (SAC) over a ten-year periods.

Approval requires a simple majority of the City Council.

Background Information:

At the August 19th City Council meeting, Council authorized the signature of a SAC/WAC deferral agreement between the City and Marathon Properties of Hastings, LLC. An additional two agreements are needed for the two deferred costs to be assessed to the property.

Marathon Properties of Hastings, LLC owns the property located at 214 2nd Street East. Their newest tenant, Collateral Coffee dba Awful Gato, is in the process of building out a coffee shop and café at the site. The construction results in the payment of Metropolitan Council SAC fees totaling \$9,940, and City WAC\SAC fees totaling \$15,608 prior to receipt of a building permit. Upfront payment of WAC\SAC fees prior to operation of the facility has created a burden for the business owner.

The City of Hastings has established a policy to defer City WAC\SAC fees in order to minimize the impact of these fees. Please see the attached policy document for further information. The

Hastings program requires a 20% down payment (\$3,121.60) due at the time of building permit issuance, which has been paid.

Additionally, Marathon Properties of Hastings, LLC plans to enter into the Metropolitan Council's SAC Deferral Program. The Metropolitan Council's program requires a 20% down payment (\$1988) due at time of building permit issuance, which has been paid. This program is regulated by a Master SAC Deferral Agreement executed by the City of Hastings and Metropolitan Council (attached).

Both deferred amounts will be assessed to the property and collected through semi-annual property tax payments for a period of up to ten years.

Financial Impact:

The City and Metropolitan Council would not receive full payment of the deferred amounts for up to ten years. Repayment would include an interest charge of 2.06% annually on the unpaid balance and a \$50 administrative fee. The deferment would allow Collateral Coffee dba Awful Gato to begin construction to add further value to the property and increase the tax base.

Advisory Commission Discussion:

N\A

Council Committee Discussion:

N\A

Attachments:

- City Assessment Appeal Waiver Agreement
- MCES Assessment Appeal Waiver Agreement
- SAC/WAC Deferral Agreement
- City SAC/WAC Policy
- MetCouncil Master SAC Deferral Agreement

**CITY OF HASTINGS
ASSESSMENT APPEAL WAIVER AGREEMENT FOR
214 2ND STREET EAST, HASTINGS, MN 55033
FOR WATER AREA CHARGES**

THIS AGREEMENT FOR AN ASSESSMENT APPEAL WAIVER (“Agreement”) is entered into and effective as of the ____ day of _____, 2024 (“Agreement Date”), by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Marathon Properties of Hastings, LLC, a Minnesota limited liability company (“Owners”).

WITNESSETH:

WHEREAS, the Owners are the fee simple owners of property legally described as Mid 1/3 of Lot 2, Block 14, TOWN OF HASTINGS, Dakota County, Minnesota (“Property”) that will be benefited by certain WAC; and

WHEREAS, the City has a program (“Program”) to assess Hastings Water Area Charges (“WAC”) for qualifying applicants; and

WHEREAS, the Owners have qualified for the Program and have agreed to the repayment terms and conditions therein; and

WHEREAS, the City is authorized to assess WAC charges against the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the Owners and the City with regard to the Property and the assessment of WAC including the Owners' waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531 in return for the City's efforts to facilitate the funding for the WAC.

Section 1.02 Term. The term of this Agreement shall commence on the Agreement Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment).

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement: This agreement to memorialize the covenants and agreements between the Owners and the City with regard to the Property and the WAC including the assessment appeal waiver provided herein pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.
- (b) Agreement Date: The date written in the first paragraph of the Agreement.
- (c) Assessment Interest Rate: The special assessment levied against the Property shall accrue interest at a rate of 2.06% per year for the Assessment Term. Interest accrual shall begin on November 15, 2024.
- (d) Assessment Term: The term of the special assessment levied against the Property shall be 10 years.
- (e) WAC Assessment Waiver Amount: The charge imposed by the City for the WAC in the amount of Twelve Thousand Four Hundred Eighty-six dollars and 40/100ths (\$12,486.40) is to be assessed by the City against the Property. The Assessment Amount is commensurate with the estimated special benefit of the WAC to the Property.
- (f) City: The City of Hastings, a Minnesota municipal corporation.
- (g) Owners: Marathon Properties of Hastings, LLC, a Minnesota limited liability company.

(h) Property: Mid 1/3 of Lot 2, Block 14, TOWN OF HASTINGS, Dakota County, Minnesota.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the Owner. The Owners covenant and agree with the City that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the WAC.

The Owners hereby waive all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Waiver Amount. The Owners hereby waive any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the WAC. The Owners acknowledge and agree that the benefit of the WAC to the Property does in fact equal or exceed the Assessment Waiver Amount. The Owners also acknowledge and agree that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount.

The City and the Owners acknowledge and agree that the Owners' waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The City and the Owners acknowledge and agree that the Owners may appeal any special assessment above the Assessment Waiver Amount.

- (b) Owners' Covenant Not to Sue the City: Owners hereby covenant with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property.
- (c) Owners' Covenant that Owners are the Property Fee Owners: Owners hereby covenant and warrant with the City that Owners are seized in fee of the Property and have good right to enter into this Agreement with the City.

Section 3.02 Covenants and Agreements of the City. The City covenants and agrees with the Owners that:

- (a) Assessment Waiver Amount: The City agrees that the City will certify/levy a special assessment against the Property only up to the Assessment Waiver Amount for the WAC pursuant to this Agreement.

- (b) City Recording of this Agreement: The City will record this Agreement against the Property. Owners will pay for the cost of recording.
- (c) Prepayment of Assessment: The City agrees that the Owners may prepay some or all of the City's assessment levy against the Property for the WAC with no penalty and only with interest accrual pursuant to Minn. Stat. § 429.061.

ARTICLE IV
DEFAULT

Section 4.01 Default. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a ten (10) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

Section 4.02 Attorneys' Fees, Costs and Expenses. The Owners agree to pay the City the amount of the City's assessment levy up to the Assessment Waiver Amount with accrued interest together with the City's attorneys' fees, costs and expenses to defend the special assessment levy by the City pursuant to this Agreement. The Owners acknowledge and agree that the Owners would be unjustly enriched if the City's assessment levy pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property since the Owners requested the WAC and this assessment financing for the WAC. The Owners agree that the court with jurisdiction over the Property shall award the City the assessment levy up to the Assessment Waiver Amount with accrued interest together with the City's attorneys' fees, costs and expenses for breach of the Owners' covenant not to appeal or sue the City pursuant to Article III, Section 3.01(b).

ARTICLE V
GENERAL PROVISIONS

Section 5.01 Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:

City of Hastings
ATTN: City Administrator
101 4th Street East
Hastings, MN 55033

If to the Owners:

Marathon Properties of Hastings, LLC
ATTN: Vicki Jung
1241 West 15th Street
Hastings, MN 55033

Section 5.02 Non-Assignability. Neither the City nor the Owners shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 5.03 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.05 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owners.

Section 5.06 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.07 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 5.08 Notice To Buyers. The Owners agree to notify and provide any buyer of the Property with an executed copy of this Agreement if the Owners sell any interest in the Property following the execution of this Agreement by both the Owners and the City, but before the recording of this Agreement with Dakota County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the City and the Owners have caused this Agreement to be executed by their duly authorized representatives.

[remainder of page intentionally blank]

CITY:
CITY OF HASTINGS

By: _____
Mary Fasbender
Its Mayor

By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNERS:
MARATHON PROPERTIES OF HASTINGS, LLC**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2024, the above named
_____, _____ of Marathon Properties of Hastings, LLC, a Minnesota
limited liability company, to me known to be the person who executed the foregoing instrument
and acknowledged the same on behalf of the limited liability company.

Notary Public

**This instrument drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Dr Suite 300
Eagan, MN 55121

**CITY OF HASTINGS
ASSESSMENT APPEAL WAIVER AGREEMENT FOR
214 2ND STREET EAST, HASTINGS, MN 55033
FOR SEWER ACCESSIBILITY CHARGES**

THIS AGREEMENT FOR AN ASSESSMENT APPEAL WAIVER (“Agreement”) is entered into and effective as of the ____ day of _____, 2024 (“Agreement Date”), by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Marathon Properties of Hastings, LLC, a Minnesota limited liability company (“Owners”).

WITNESSETH:

WHEREAS, the Owners are the fee simple owners of property legally described as Mid 1/3 of Lot 2, Block 14, TOWN OF HASTINGS, Dakota County, Minnesota (“Property”) that will be benefited by certain SAC; and

WHEREAS, the City has a program (“Program”) to assess Metropolitan Council Sewer Accessibility Charges (“SAC”) for qualifying applicants; and

WHEREAS, the Owners have qualified for the Program and have agreed to the repayment terms and conditions therein; and

WHEREAS, the City is authorized to assess SAC charges against the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the Owners and the City with regard to the Property and the assessment of SAC including the Owners' waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531 in return for the City's efforts to facilitate the funding for the SAC.

Section 1.02 Term. The term of this Agreement shall commence on the Agreement Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment).

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement: This agreement to memorialize the covenants and agreements between the Owners and the City with regard to the Property and the SAC including the assessment appeal waiver provided herein pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.
- (b) Agreement Date: The date written in the first paragraph of the Agreement.
- (c) Assessment Interest Rate: The special assessment levied against the Property shall accrue interest at a rate of 2.06% per year for the Assessment Term. Interest accrual shall begin on November 15, 2024.
- (d) Assessment Term: The term of the special assessment levied against the Property shall be 10 years.
- (e) SAC Assessment Waiver Amount: The charge imposed by the City for the SAC in the amount of Seven Thousand Nine Hundred Fifty-two dollars and 00/100s (\$7,952.00) is to be assessed by the City against the Property. The Assessment Amount is commensurate with the estimated special benefit of the SAC to the Property.
- (f) City: The City of Hastings, a Minnesota municipal corporation.
- (g) Owners: Marathon Properties of Hastings, LLC, a Minnesota limited liability company.

(h) Property: Mid 1/3 of Lot 2, Block 14, TOWN OF HASTINGS, Dakota County, Minnesota.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the Owner. The Owners covenant and agree with the City that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the SAC.

The Owners hereby waive all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Waiver Amount. The Owners hereby waive any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the SAC. The Owners acknowledge and agree that the benefit of the SAC to the Property does in fact equal or exceed the Assessment Waiver Amount. The Owners also acknowledge and agree that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount.

The City and the Owners acknowledge and agree that the Owners' waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The City and the Owners acknowledge and agree that the Owners may appeal any special assessment above the Assessment Waiver Amount.

- (b) Owners' Covenant Not to Sue the City: Owners hereby covenant with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property.
- (c) Owners' Covenant that Owners are the Property Fee Owners: Owners hereby covenant and warrant with the City that Owners are seized in fee of the Property and have good right to enter into this Agreement with the City.

Section 3.02 Covenants and Agreements of the City. The City covenants and agrees with the Owners that:

- (a) Assessment Waiver Amount: The City agrees that the City will certify/levy a special assessment against the Property only up to the Assessment Waiver Amount for the SAC pursuant to this Agreement.

- (b) City Recording of this Agreement: The City will record this Agreement against the Property. Owners will pay for the cost of recording.
- (c) Prepayment of Assessment: The City agrees that the Owners may prepay some or all of the City’s assessment levy against the Property for the SAC with no penalty and only with interest accrual pursuant to Minn. Stat. § 429.061.

ARTICLE IV
DEFAULT

Section 4.01 Default. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a ten (10) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

Section 4.02 Attorneys’ Fees, Costs and Expenses. The Owners agree to pay the City the amount of the City’s assessment levy up to the Assessment Waiver Amount with accrued interest together with the City’s attorneys’ fees, costs and expenses to defend the special assessment levy by the City pursuant to this Agreement. The Owners acknowledge and agree that the Owners would be unjustly enriched if the City’s assessment levy pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property since the Owners requested the SAC and this assessment financing for the SAC. The Owners agree that the court with jurisdiction over the Property shall award the City the assessment levy up to the Assessment Waiver Amount with accrued interest together with the City’s attorneys’ fees, costs and expenses for breach of the Owners’ covenant not to appeal or sue the City pursuant to Article III, Section 3.01(b).

ARTICLE V
GENERAL PROVISIONS

Section 5.01 Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:	City of Hastings ATTN: City Administrator 101 4th Street East Hastings, MN 55033
-----------------	---

If to the Owners:	Marathon Properties of Hastings, LLC ATTN: Vicki Jung
-------------------	--

1241 West 15th Street
Hastings, MN 55033

Section 5.02 Non-Assignability. Neither the City nor the Owners shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 5.03 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.05 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owners.

Section 5.06 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.07 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 5.08 Notice To Buyers. The Owners agree to notify and provide any buyer of the Property with an executed copy of this Agreement if the Owners sell any interest in the Property following the execution of this Agreement by both the Owners and the City, but before the recording of this Agreement with Dakota County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the City and the Owners have caused this Agreement to be executed by their duly authorized representatives.

[remainder of page intentionally blank]

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Its Mayor

By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNERS:
MARATHON PROPERTIES OF HASTINGS, LLC**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2024, the above named _____, _____ of Marathon Properties of Hastings, LLC, a Minnesota limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the limited liability company.

Notary Public

**This instrument drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Dr Suite 300
Eagan, MN 55121

**CITY OF HASTINGS
AGREEMENT FOR DEFERRED PAYMENT OF WAC/SAC**

THIS DEFERRED PAYMENT AGREEMENT ("Agreement") is made this 19th day of August, 20__ ("Effective Date"), between the City of Hastings, a Minnesota Municipal Corporation, having an address of 101 East 4th Street, Hastings, MN 55033, hereinafter referred to as "City" and **Marathon Properties of Hastings, LLC**, having an address of **214 2nd Street East, Hastings MN 55033**, the owner of property described below, hereinafter referred to as "Owner".

RECITALS

WHEREAS, Owner owns improved commercial real property located generally at **214 2nd Street East**, in the City of Hastings, Dakota County, Minnesota, and legally described as: **Mid 1/3 of Lot 2, Block 14, TOWN OF HASTINGS, Dakota County, Minnesota (the "Subject Property")**; and

WHEREAS, the Property Identification Number for the Subject Property is **193215014024**; and

WHEREAS, Owner intends to operate, or allow the operation of, **Collateral Coffee dba Awful Gato** ("Business") on the Subject Property; and

WHEREAS, Metropolitan Council Environmental Services ("MCES") is authorized by Minnesota Statute § 473.517, subdivision 3, to charge to the City sewer availability charges ("MCES SAC") upon redevelopment of real property for an expanded use; and

WHEREAS, Hastings City Code 51 .05(H) provides, in part, that at the time of expansions of existing sanitary sewer and water services that result in MCES SAC being levied, all water availability charges ("WAC"), MCES SAC, and City sewer availability charges ("Local SAC") shall be paid by the property owner and the number of WAC and Local SAC units charged shall be equal to the MCES SAC units charged; and

WHEREAS, MCES determined the net MCES SAC units to be charged as a result of the expansion on the Subject Property shall be **4.0** MCES SAC units. The resulting City charges will be **\$3,780.00** WAC and **\$11,828.00** Local SAC, totaling **\$15,608.00**; and

WHEREAS, Owner has requested that the City defer the resulting WAC and Local SAC (MECS SAC will be deferred according to the Master SAC Deferral Agreement executed by the City of Hastings and Metropolitan Council), pursuant to City policy, by assessing the charges against the Subject Property and with the assessed amount, plus interest and processing charges, paid by Owner in installments along with the real estate tax installments due for the Subject Property over a period of ten (10) years; and

WHEREAS, pursuant to the rules and regulations of the Metropolitan Council and applicable law, the City is authorized to defer payment on the City's SAC obligations for business properties within the City's jurisdiction in an amount not to exceed eighty percent (80%) of the Local SAC due for the Subject Property; and

WHEREAS, the City is willing to defer the WAC and Local SAC, in return for Owner's agreement to have the costs assessed against the Subject Property as provided in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the City's willingness to defer the WAC and Local SAC, the City and Owner agree as follows:

1. The foregoing Recitals are incorporated herein to the same extent as if they were repeated here.
2. Owner, for itself, its successors and assigns, agrees to have the Subject Property assessed for eighty

percent (80%) of the total amount of the WAC and Local SAC owed in the amount of **\$12,486.40** ("Base Assessment Amount"). An initial payment of **\$3,121.60** representing twenty percent (20%) of the total amount of WAC and Local SAC owed shall be due at the time of the issuance of the Building Permit from the City

3. Owner, for itself, its successors and assigns, agrees that the Base Assessment Amount assessed against the Subject Property shall be paid by Owner over a term of ten (10) years, with interest accruing at a rate of **2.06%** per year on the unpaid balance. Owner further agrees that the City shall assess an additional \$50.00 against the Subject Property which represents \$5.00 per year for the term of the assessment to offset the fees imposed by Dakota County for this assessment, plus the City's administrative fee.
4. Owner agrees the City shall certify this assessment against the Subject Property to Dakota County for collection with the real estate taxes payable in the year following the Effective Date and each year thereafter, without the necessity of the City complying with any of the procedural or notice requirements outlined in Minnesota Statutes, Chapter 429 or elsewhere.
5. In further consideration of the City's agreement to defer the WAC and Local SAC, Owner, for itself, its successors and assigns, also hereby waives any and all right to appeal the amount assessed against the Subject Property for the WAC and Local SAC, whether the basis for the appeal is that the assessment exceeds the benefits to the Subject Property; on any procedural basis; or on any other basis whatsoever.
6. Owner understands and agrees that nothing contained herein shall be construed as a deferral of the MCES SAC, as MCES SAC is being deferred through a separate agreement (the Master SAC Deferral Agreement) between the City of Hastings and Metropolitan Council. Owner shall pay the costs of recording this Agreement upon the public records of Dakota County.
7. If the Business ceases operations or moves from the Subject Property, the Owner is responsible for making the deferral payments required by this Agreement up until the time that the Owner informs the City in writing that the business has ceased operations or has moved from the Subject Property. The Owner must continue to make payments under this Agreement until MCES determines that the City is not required to pay MCES sewer availability charges related to the operation of the Subject Property.
8. The Owner shall be deemed in default of this Agreement for failure to make payments pursuant to the terms herein or any other breach of this Agreement and failure to cure the default within ten (10) days of the mailing of written notice by the City to Owner.
9. Upon default, the Owner must alert the City's Economic Development Director. At this time, the City will notify MCES about the closure and cease assessing the Subject Property for unpaid fees. If MCES requires the City to pay the sewer availability charge, any balance remaining due under this Agreement shall be due immediately and payable by the Owner without demand or notice by the City.
10. To the extent permitted by law, Owner agrees to pay all costs of collection, including reasonable attorneys' fees and legal expenses, incurred by the City in collection of any amounts due herein.
11. Notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid and deposited in the U.S. Postal Service, addressed to the parties as listed above.
12. None of the parties shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
13. The covenants, waivers and agreements contained in this Agreement shall run with the Subject Property and

shall bind future owners of the Property and their heirs, successors and assigns. Owner agrees to provide a copy of this Agreement to any buyer of the Subject Property before Owner signs a purchase agreement to sell the Subject Property.

14. The laws of the State of Minnesota shall govern this Agreement.
15. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining portions of this Agreement.
16. The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
17. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
18. Owner signs this Agreement and waiver with full understanding of its legal rights and acknowledges it has had sufficient opportunity to discuss this matter with an attorney of its choosing.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and Owner has caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF HASTINGS

Mary D Fasbender
Mary Fasbender, Mayor

Kelly Murtaugh
Kelly Murtaugh, City Clerk

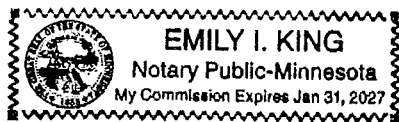
08/19/2024
Date

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this 19th day of August, 2024, by Mary Fasbender and Kelly Murtaugh, the Mayor and City Clerk of the City of Hastings, a Minnesota Municipal Corporation.

Emily King
Notary Public



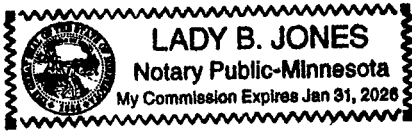
OWNER
[Signature]
 By: Vicki Jung
[Signature]
 Its: Owner
 8-22-2024
 Date

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
 COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this 22 day of August, 2024, by Vicki Jung, the landlord of Marathon prop of Hastings LLC on behalf of the company.

[Signature]
 Notary Public





SAC & WAC Payment Deferral

City of Hastings & Metropolitan Council

PROGRAM INFORMATION, GUIDELINES AND APPLICATION INSTRUCTIONS

City of Hastings
101 4th Street East, Hastings, MN 55033-1955
T: 651-480-2350 F: 651-437-7082
www.hastingsmn.gov

CITY OF HASTINGS

SAC & WAC PAYMENT DEFERRAL

PROGRAM INFORMATION, GUIDELINES AND APPLICATION INSTRUCTIONS

In order to minimize the impact of the Sewer Availability Charge (SAC) and Water Availability Charge (WAC) to businesses within the City of Hastings, the City can provide a deferral option to pay SAC and WAC fees over time, instead of an upfront payment due at the time of building permit issuance.

This program is in addition to the Metropolitan Council's SAC Deferral Program, adopted in April 2017. The MetCouncil SAC Deferral Program, which is targeted to small businesses (under 25 SAC units), is a means of assistance in paying Metropolitan Council SAC charges and allows a portion, up to 80%, of SAC to be paid over a period not to exceed ten years.

Under the updated program, the City of Hastings will enter into an agreement with eligible businesses and/or property owners to spread SAC and/or WAC payments over a ten year term. Property owners will be billed annually, on their property tax statement, for a period of ten years. If eligible, businesses and/or property owners have the option to utilize the Metropolitan Council SAC Deferral Program, the City of Hastings SAC & WAC Deferral Program, or both.

Metropolitan Council SAC Deferral Program: 10 year term; low interest rate*; 20% down, plus the first monthly payment; secured by the Deferred Payment Agreement; eligible to businesses with SAC unit determination of 25 units or less. This program is established and regulated by a Master SAC Deferral Agreement executed between the City of Hastings and Metropolitan Council.

City of Hastings SAC & WAC Deferral Program: 10 year term; low interest rate**; secured by the Deferred Payment Agreement; eligible to businesses with a SAC & WAC unit determination of 25 units or less. This program is established by City Ordinance and is intended to parallel the Metropolitan Council Program guidelines.

Participants in the program are allowed to defer a maximum of 25 SAC and/or 25 WAC units. Businesses with SAC and WAC determinations exceeding the program limits will be considered on a case by case basis. The business owner and/or property owner must agree to participate and fill out an application form with the requested information, in addition to executing the Deferred Payment Agreement.

If you have any questions or would like to submit an application for the City of Hastings SAC & WAC Deferral Program and/or the Metropolitan Council SAC Deferral Program, please contact John Hinzman, Community Development Director, at jhinzman@hastingsmn.gov or 651-480-2378.

**Metropolitan Council SAC Deferral Program: principal on the deferred amount will be amortized monthly at a fixed interest rate based on MCES' average cost of debt (per statute). MCES' average cost of debt, computed on December 31 each year, will be used as the interest rate for all new deferrals entered into the following calendar year.*

***City of Hastings SAC & WAC Deferral Program: principal on the deferred amount will be amortized monthly at a fixed interest rate based on the 10 year Treasury Rate, locked in after application approval, at time of closing/document signing.*

**CITY OF HASTINGS
SAC & WAC PAYMENT DEFERRAL APPLICATION**

SECTION 1: BUSINESS INFORMATION

Business Name: _____

Business Address: _____

Business Contact/Title: _____

Telephone: _____

Email: _____

SECTION 2: PROPERTY OWNER INFORMATION

Property Owner Name: _____

Address: _____

Property ID Number: _____

Telephone: _____

Email: _____

SECTION 3: SAC UNIT DETERMINATION (Please attach SAC Determination Letter)

Address on SAC Determination Letter: _____

Date on SAC Determination Letter: _____

Reference # on SAC Determination Letter: _____

SAC Units (must be less than 25 units): _____

SAC Credits: _____

Net SAC Units: _____

WAC Units (must be less than 25 units): _____

WAC Credits: _____

Net WAC Units: _____

SECTION 4: ELIGIBILITY

Please confirm by initialing the following to determine eligibility:

- _____ The property is located in the City of Hastings, MN.
- _____ The SAC Determination for the property is 25 units or less, prior to SAC credits.
- _____ The WAC Determination for the property is 25 units or less, prior to WAC credits.
- _____ I understand that the deferral term is not to exceed 10 years.
- _____ I understand that the maximum deferment amount is 80% and a down payment, equal to 20% of the total SAC and WAC fees is due at time of application approval.
- _____ I understand that the property owner will be billed monthly on their regular utility bill.
- _____ I understand that SAC and WAC credits are tied to the property and may not generally be transferred to another location.
- _____ I understand that in the event of a default, any outstanding payments will be assessed to the property and the property owners waives the right to contest the assessment.
- _____ I understand that, in the case of a business closure, the business or property owner must notify the City’s Economic Development Coordinator. They City will verify the closure and future payment obligations will be waived. The site will not be credited with the portion of SAC & WAC not paid, but will receive credit for actual SAC & WAC paid.

I hereby certify that the above information and/or statements are true and correct to the best of my knowledge. I understand that any false statements may disqualify me, the property, or this business from the program.

Business Signature: _____ **Date:** _____

Property Owner Signature: _____ **Date:** _____

Community Development Staff Approval: _____ **Date:** _____

For Staff to Complete:

Permit Number: _____

Permit Issue Date: _____

Deferral Start Date: _____
(1st day of month after MCES report due)

Percentage to be financed: _____
(maximum of 80%)

SAC Deferral Amount: _____ X (% Financed) = _____ X _____ = _____
(e.g. 5 SAC x 80% = 4) (# total SAC units) Deferred Units Current SAC Rate Deferral Amount in \$

WAC Deferral Amount: _____ X (% Financed) = _____ X _____ = _____
(e.g. 5 SAC x 80% = 4) (# of total WAC units) Deferred Units Current WAC Rate Deferral Amount in \$

Total Down Payment: SAC _____ = _____
Down payment in units Down Payment Amount in \$

(+)

WAC _____ = _____
Down payment in units Down Payment Amount in \$

(+)

First Monthly Payment = _____

Total Down Payment: \$ _____

Eligibility Conditions:

_____ The fee owner's property taxes are in good standing.

_____ The business is in good standing with the State of Minnesota and is not in violation of Hastings City Code.

_____ The property is located within the City of Hastings.

_____ The business meets the definition of eligible commercial properties as stated in the City of Hastings SAC & WAC Deferral Program and/or the Metropolitan Council's SAC Deferral Program.

Community Development Staff: _____ **Date:** _____

SAC Deferral Program

Description and Application

To promote business development, Metropolitan Council Environmental Services (MCES) provides communities the option to participate in the SAC Deferral Program to defer some SAC payment obligations. This option allows deferral of up to 80% of SAC due for the wastewater demand created by businesses (communities are required to pass on the benefits of deferred SAC payments to the participating businesses). Businesses allowed to participate are those with a total SAC determination of 25 or fewer SAC units (before credits). To obtain these deferments, communities must first complete and submit to MCES a signed master SAC Deferral Agreement (Agreement). This Agreement will be sent to interested communities for signature after the information in the following table is completed and returned to MCES.

1. Community: City of Hastings
2. Community Address: 101 4th Street East, Hastings MN 55033
3. Contact (Finance Director or CFO): Melanie Lammers, Finance Manager
4. Community-Wide Maximum Percent of SAC that can be Deferred: 80% (80% maximum)
5. Community-Wide SAC Deferment Period (years): 10 years
6. Payment Month(s): June & December

For 4, 5 and 6 above, each participating community has additional implementation options that will apply to all its deferrals:

4. For qualifying SAC liabilities (businesses with total determinations of 25 units or fewer), MCES allows the community to defer up to 80% of SAC due; however, a community can set a maximum that is lower than this (fill in this percentage above). Once this community maximum is set, the percentage deferred for each individual site deferral can be lower than this maximum but cannot be higher (e.g., a community chooses a 75% maximum, but a business chooses to pay 50% up front). For each individual deferment, this site-specific percentage must be noted on the MCES SAC-E Form, available at: <http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge/SAC-Forms.aspx#Activity>
5. Deferment period (term): Choose any whole number up to a maximum of 10 years. This term will apply to all deferments from the community. However, note that the Agreement allows prepayment of the remaining principal (and interest up to the payoff date) at any time.
6. Timing of payments: MCES prefers annual payments due each year on the anniversary the Agreement was signed, but Communities may request a different payment schedule. Semi-annual payments are also allowed, on any month-end during the year (e.g., a schedule may be preferred that corresponds with local SAC collections, assessments, or other payments from businesses).

Communities are strongly encouraged to:

- Consider which staff will be responsible for authorizing SAC deferrals and what the process will be to implement site specific deferral arrangements as are allowed under the Agreement with MCES;
- Consider the need for policies or ordinances around your agreements or arrangements with business and property owners (In some cases they may have different interests);
- Consider in advance how to react if a business fails to pay, which will not relieve the community of its deferral payment obligation to MCES, unless the business closes as described below; and
- Review the Agreement with involved community staff and legal advisors before signing. Please note that this program is offered only as described in the Agreement; MCES does not anticipate changing it.

Once the Agreement is executed, SAC reporting staff in your community must also attach the MCES SAC-E form with their monthly SAC reporting for each qualified business for which the community is allowing the deferred SAC payment. Each deferral liability will be effective the first day of the subsequent month (e.g., for an April building permit that is due and typically reported in May, interest will begin accruing June 1).

Principal on the deferred amount will be amortized monthly at a fixed interest rate based on MCES' average cost of debt per statute. MCES' average cost of debt, computed on December 31 each year, will be used as the interest rate for all new deferrals entered into the following calendar year. For example, the average rate was 2.26% on 12/31/13, so all deferrals originating in 2014 will use this rate, and the rate will be fixed for the duration of each individual deferral. Near the end of January each year, MCES will provide the new interest rate (for deferrals started in the new calendar year) to participating communities.

If a participating business closes, the community has an option to discontinue making deferral payments to MCES. If this option is chosen, it requires a notification to MCES and a certification of the business closing. In this situation, the site will not be credited with the unpaid wastewater capacity (for future SAC determinations), but will get credit for each SAC unit paid. No payments will be refunded and no net credits will be transferrable off the site (unless and until a redevelopment requires less wastewater capacity). Alternatively, for each such business closure, the community has the option of simply finishing the payments to MCES, which will result in full SAC credit for the next use of the site.

Late payments on deferrals will incur an additional administrative charge of 2% per month plus interest, or higher as allowed by law.

SAC Deferral Example #1:

1. Community signs SAC Deferral Agreement in October 2013, establishing basic deferral terms including maximum amount deferred (e.g., 80%), standard community deferral length (e.g., 5 years), and the payment timing requested (e.g., billing only on anniversary of Agreement).
2. An 8-SAC unit business is permitted February 2014. On the SAC Activity Report for February, the community chooses a deferral and:
 - a) Pays 20% of the SAC for the site = $8 \times 20\% = 1.60 \times \$2485/\text{unit [2014 SAC rate]} = \3976

- b) Attaches SAC-E form that details the information for this individual deferral:
 - i. Property Address = 123 45th Street, City of XYZ
 - ii. Business Name = Acme Genetics, Ltd.
 - iii. Permit Issued Date = 2/15/14
 - iv. Start of Loan Date = 4/1/14 (1st day of month after SAC report is due)
 - v. Deferred amount= 8 SAC units X 80% = 6.40 X \$2485/unit = \$15,904
- 3. MCES sends an invoice detailing the amount due on the SAC deferral(s) in October 2014. In this single deferral example:
 - a) \$15,904 is spread over 5 years with monthly amortization at 2.26% interest (the 2014 interest rate) = \$280.57/month.
 - b) Payment on this loan = \$280.57 X 7 months (April through October) = \$1,963.99
 - c) Invoice is sent out annually (aggregating all community deferrals).
 - d) Payment is due in 30 days.

In this example, unless the deferral is prepaid, the community will pay for 12 months in 2015, 2016, 2017 and 2018, and only 5 months on the last year's invoice (2019). At that point the full 8 SAC is paid and creditable to future use.

SAC Deferral Example #2:

Same circumstances as above but the business closes in 2016 after community made 2 payments (for 7 months in 2014 and 12 months in 2015).

In June 2016, community notifies MCES that the business closed. Community has two options:

1. Continue remitting the remainder of the SAC deferral payments as scheduled. The full 8 SAC units will be credited to future use on the site as all units are paid for. Of course, if the new use is different, a new SAC determination must be made, and the community will owe SAC for any incremental capacity demand.
2. Discontinue accruing liability. The community still needs to pay for the 5 months that wastewater demand was needed in 2016, but has no obligation for the rest of the scheduled payments. Only what was paid is creditable for future use (24 months of 60 is paid = 40% X 6.4 SAC units = 2.56 credits available for the site, in addition to 1.60 units from the original down payment).

If you wish to participate in the deferral program and are ready for the master SAC Deferral Agreement, fill out the boxes at the top of this application and return it to Dan Schueller, MCES, 390 North Robert Street, St. Paul, MN 55101 or dan.schueller@metc.state.mn.us. If you have additional question you can call him at 651.602.1624. For questions about the SAC program in general, please call Jessica Nye at 651.602.1378. For SAC determinations, please call Karon Cappaert at 651.602.1118.

COMMUNITY: City of Hastings	No.17M131-3
COMMUNITY ADDRESS: 101 4 th Street East, Hastings MN 55033	
CONTACT PERSON: Melanie Lammers, Finance Manager	
COMMUNITY-WIDE SAC DEFERRED AMOUNT: 80%	
COMMUNITY-WIDE SAC DEFERMENT PERIOD/TERM: 10 years	
PAYMENT MONTH(S): June & December	

MASTER SAC DEFERRAL AGREEMENT

THIS MASTER SAC DEFERRAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, with business offices at 390 Robert Street North, Saint Paul, Minnesota 55101 (“Council”), and the local government unit identified above as the “Community.”

Recitals

1. The Council owns and operates the metropolitan disposal system. Under Minnesota Statutes section 473.517, subdivision 3, the costs of acquisition, betterment and debt service associated with the “reserve capacity” of the system must be allocated among and paid by the respective local government units in the metropolitan area through a sewer availability charge (“SAC”) for each new connection or increase in capacity demand to the metropolitan disposal system within each local government unit.
2. Individual property or business owners whose properties are either newly connected or increase capacity demand to the metropolitan disposal system do not pay SAC to the Council. However, local government units that pay SAC to the Council for new connections or increased capacity demands typically pass on those costs to property and business owners by assessing property and business owners a “Local SAC” which sometimes includes local add-on charges.
3. Minnesota Statutes section 473.517, subdivision 6 authorizes the Council to provide for the deferment of payment of all or part of the allocated costs which are allocated by the Council to a local government unit in any year pursuant to section 473.517, subdivision 3. The deferments are repayable at such time or times as the Council shall specify, with interest.
4. At its November 28, 2012 meeting, the Council adopted changes to its SAC program including a small business SAC deferral program. The changes became effective January 1, 2013. At its January 22, 2014 meeting, the Council adopted changes to the SAC deferral program that became effective immediately upon adoption.
5. The Council wants to encourage and help communities promote business development by deferring community SAC payment obligations pursuant to Minnesota Statutes section 473.517, subdivision 6, so participating communities may pass through to businesses the benefits of deferred SAC payments by the communities. The Council’s *Sewer Availability Charge Procedure Manual*

(January 2014) states that communities that want to participate in a SAC deferral program must execute a standard master SAC deferral agreement with the Council.

6. To obtain a deferment of a SAC payment obligation and provide assistance to businesses, communities will submit to the Council a signed master SAC deferral agreement. For the term of the master agreement, communities will have the option to note on their monthly SAC reporting, on forms as provided by the Council, the eligible SAC liabilities for which the communities are requesting a SAC payment deferment from the Council. For each such subject SAC liability the deferment will be effective as of the first day of the subsequent month (e.g., for an April building permit that is reported for SAC in May, the deferment will be effective as of June 1).

7. In order to define the rights and obligations of the Community and the Council and the relevant SAC deferral arrangements, the Community and the Council agree as follows:

Article 1 - Definitions

1.1 Definition of Terms. Unless otherwise provided or indicated by the context, the terms defined in this article have the meanings given them in this article. Capitalized terms or phrases used in this Agreement have the meanings given them in the most recent version of the Council's *Sewer Availability Charge Procedure Manual* (the "*SAC Procedure Manual*").

- (a) **Community.** "Community" means a "Community" or "Customer Community" as those terms are defined in the *SAC Procedure Manual*.
- (b) **Determination.** "Determination" has the meaning ascribed to that term in the *SAC Procedure Manual*.
- (c) **Regional Portion of Local SAC.** The "Regional Portion of Local SAC" means that portion of the Community's SAC payment obligations to the Council that the Community passed on to properties within the Community's jurisdiction and does not include any local add-on charges.
- (d) **SAC Deferred Amount.** "SAC Deferred Amount" means the amount of the Community's SAC obligation under Minnesota Statutes section 473.517, subdivision 3 that has been deferred pursuant to Minnesota Statutes section 473.517, subdivision 6 and the terms and conditions of this Agreement.
- (e) **Business.** "Business" means a property or business for which the aggregate SAC Determination results in a liability of twenty-five (25) SAC units or less, before application of any Credits available on the Site. Business does not include *any type* of "Residential Property" or "Publicly Assisted Housing" as those terms are defined in the *SAC Procedure Manual*; nor does it include motels, hotels, camps, nursing homes, senior housing or prisons. Business includes "Commercial Properties," as that term is defined in the *SAC Procedure Manual*, but only when the aggregate SAC Determination for a Commercial Property is twenty-five (25) SAC units or less, before any applicable Credits.

Article 2 – SAC Deferred Amount; Interest; Payments

2.1 SAC Deferred Amount. Subject to the terms and conditions of this Agreement and applicable law, the Council will allow the Community to defer payment on the Community's SAC obligations for Business properties within the Community's jurisdiction in an amount not to exceed eighty percent (80%) of the SAC due for the properties that are either newly connected or increase capacity demand to the metropolitan disposal system. The percentage by which the Community elects to defer payment on the Community's SAC obligations must be applied on a community-wide basis to all participating Businesses within the Community's jurisdiction. The "Community-Wide SAC Deferred Amount" is stated as a percentage on Page 1 of this Agreement. The deferment is available only to properties for which the aggregate Determination is twenty-five (25) SAC units or less. In each instance in which the Community exercises this deferment option, the SAC amount that is not deferred is due and payable at the time the SAC liability is incurred by the Community. Payments on the non-deferred amounts are due with the regular SAC reporting to the Council, pursuant to the *SAC Procedure Manual*. The deferred SAC liability begins accruing interest on the first day following the regular SAC reporting.

2.2 Interest. Annually at each calendar year-end, the Council will determine the average rate on its wastewater bonds, pursuant to Minnesota Statutes section 473.517, subdivision 6. All new SAC deferments during the following calendar year will be subject to that interest rate, but that interest rate will be fixed for the duration of the deferment period for each deferral originated in that calendar year. Interest on unpaid SAC Deferred Amount balances will be computed in whole months, however, payments to the Council can be annual.

2.3 Payments. When the Council invoices the Community for payments on its SAC Deferred Amount, the Council will provide the Community with a payment schedule that amortizes the SAC Deferred Amount and interest on that deferred amount over the term of the deferment period. The Community's payment schedule will list the Business properties for which the Community elected to defer payments on the Community's SAC obligations to the Council. The Community will make payments to the Council at least annually. The Community may elect to make payments semi-annually or more frequently to correspond with the Community's Local SAC collections, assessments or other payments from Businesses, but the same payment schedule must apply to all Community SAC Deferred Amounts. The month(s) the Community elected to make its SAC payments to the Council under the payment schedule are identified on Page 1 of this Agreement as the "Payment Month(s)." The Community may repay or prepay the Council the unpaid balance of a SAC Deferred Amount at any time prior to the end of the deferment period. Any repayment or prepayment made by the Community shall be without penalty to the Community. The Community's payment schedule will be recalculated during the term of the deferment period to reflect: (a) repayments or prepayments by the Community; (b) the Community's election (if any) to discontinue making payments on its SAC Deferral Amount for a Site pursuant to Section 4.2(b); (c) any Community payments to the Council pursuant to Section 4.1(b); or (d) the addition of new Business properties for which the Community elects to defer payment on the Community's SAC obligations to the Council.

2.4 Local SAC Payments from Businesses. Subject to the limitation stated in Sections 3.2 and 4.1, the Community may enter into a payment or other agreement with each Business for payment of Local SAC to the Community on terms and conditions agreed to by the Community and the Business. Except as described in Section 4.2, failure of a Business to make its Local SAC payments to the Community or the Community's failure (or choice) not to assess or collect Local SAC from a Business shall not relieve the Community of its obligation to pay the Council any unpaid SAC

Deferred Amount, plus interest, or otherwise meet its SAC payment obligations under Minnesota Statutes section 473.517, subdivision 6 or other law.

Article 3 - Term of Deferments

3.1 Term of Agreement. Unless otherwise terminated pursuant to this Agreement, this Agreement shall remain in force and effect until the term of the last deferment period expires for Business properties listed on the Community's payment schedule. The Council reserves the right to cancel, suspend or modify its SAC deferral program at any time and for any reason upon thirty (30) calendar days written notice to the Community. If the Council cancels, suspends or modifies its SAC deferral program it will honor all existing SAC deferrals which the Community elected to make under this Agreement prior to the cancellation, suspension or modification. The Community is responsible for giving timely notice to the Community's participating Businesses or prospective participant Businesses of any cancellation, suspension or modification of the Council's SAC deferral program that may affect the Community's local SAC deferral program.

3.2 Term of Deferment. The Community elects the term of the SAC deferments between the Council and the Community, but the maximum term of a Community's SAC deferment shall not exceed ten (10) years. The Community may have only one SAC deferment period and must have the same SAC deferment period for all Business properties covered by this Agreement. The Community's "Community-Wide SAC Deferment Period" is identified on Page 1 of this Agreement.

Article 4 – Local SAC Deferrals

4.1 Local Terms and Conditions. The Community will be responsible for identifying property and business owners that qualify for the Community's SAC deferral program pursuant to any Community terms or conditions. The Council will disapprove a Community deferment request only if a property or business owner does not qualify as a Business as defined in this Agreement. Because the Council's SAC deferral program is intended to benefit Businesses, the Community must administer its local SAC deferral program in a revenue-neutral manner. The Community agrees its SAC payments to the Council will not be less than the Regional Portion of Local SAC payments the Community receives from participating Businesses.

- (a) **Local Deferment Period.** The Community agrees it will not allow a Business a less generous deferment period (*i.e.*, a shorter deferment period) for payment of the Regional Portion of Local SAC than the term of the Community's Community-Wide Deferment Period. This Agreement is not intended to govern the payment or deferment of any local add-on charges by the Community (if any) for Business properties.
- (b) **Local Deferred Amount.** The Regional Portion of Local SAC deferred by the Community for a Business's benefit shall not be less than the Community's SAC Deferred Amount. If a Business elects to prepay the Community some or all of the Regional Portion of Local SAC deferred by the Community, the Community must make a like payment to the Council to cover the Community's SAC obligations to the Council for the Business property. If a Business elects to prepay some of the Regional Portion of Local SAC deferred by the Community the Council will recalculate the Community's payment schedule.

4.2 Unpaid Local SAC. If a Business ceases operations or moves from the Site and does not require the incremental wastewater capacity represented by the SAC deferral, the Community may exercise one of the following two options:

- (a) **Continue SAC Payments.** The Community may continue to make its payments to the Council under the payment schedule. If the Community elects this option it will accrue SAC Credits for the Site in accordance with the SAC Credit provisions of the *SAC Procedure Manual*.
- (b) **Discontinue SAC Payments.** The Community may discontinue making its payments to the Council on the Community's SAC Deferral Amount for the Site. The Community must notify the Council if the Community elects this option and it must certify to the Council that the incremental capacity no longer is needed at the Site. The Community is responsible for making all SAC payments on the SAC Deferral Amount that were due prior to the notice. The Site will not be credited with the portion of the wastewater capacity not paid (for future SAC Determinations), but will receive Credit for actual SAC paid (including partial units). No Community SAC deferral payments to the Council will be refunded. Net Credits will be available to the Community for Community-Wide Credits only if a new SAC Determination establishes a permanent reduction of capacity demand.

4.3 Late Community Payments. If the Community makes a late SAC deferral payment to the Council, an additional administrative charge of two percent (2%) of the unpaid balance of the SAC Deferred Amount per month (or such higher interest rate allowable under law) will be applied.

Article 5 - Notices

5.1 Written Notices. Any notice, request, demand and other correspondence required by or made in accordance with this Agreement shall be in writing and delivered:

To the Council: Metropolitan Council
Attn: MCES Finance Director
390 Robert Street North
Saint Paul, Minnesota 55101-1806

To the Community: The Community's "Contract Person" identified on Page 1
At the "Community Address" identified on Page 1

5.2 Notice Delivery. Any notices or other correspondence shall be deemed to have been received: (a) three (3) calendar days after the date on the notice if the notice is sent by U.S. Mail; or (b) the next business day from the date on the notice if the notice is sent by facsimile or by e-mail.

Article 6 - Defaulting Liabilities

6.1 Liability. To the extent permitted or authorized by law, the Community will hold the Council harmless and indemnify the Council against any actions, charges, claims, costs, damages, demands, expenses, liabilities, losses and proceedings which the Council may suffer or be subject to as a result of any default by a Business or the Community of the Community's SAC payment obligations under this Agreement or under applicable law. A Business's failure to pay Local SAC shall not relieve the Community of its obligation to pay the Community's SAC obligations to the Council. Nothing in this Agreement shall be interpreted as a waiver of any liability limitations or immunities granted to

the Council and the Community by Minnesota Statutes chapter 466 or by other applicable state or federal law.

6.2 Survival of Terms. Notwithstanding any other provision of this Agreement, the validity of this Article and the Community's obligation to pay its SAC obligations shall survive the expiration or termination of this Agreement.

Article 7 - Miscellaneous

7.1 Dispute Resolution. Any dispute arising under this Agreement shall be settled through consultations between the Council's and the Community's representatives. If an agreement regarding a dispute cannot be reached within thirty (30) days upon notice of a dispute from the Council or the Community, either party is then entitled to bring such dispute before the courts of this state or take such action as otherwise allowed by law.

7.2 Exercise of Rights. Any rights, powers and remedies granted to the Council and the Community by this Agreement shall not preclude or limit any other rights, powers and remedies available to the Council or the Community in accordance with law and other provisions of this Agreement. The exercise of any rights, powers and remedies by the Council or the Community shall not preclude the Council or the Community from exercising any other rights, powers and remedies available to the Council or the Community. No failure or delay by the Council or the Community to exercise any of their respective rights, powers and remedies under this Agreement or in accordance with applicable laws shall be construed as a waiver of such rights, powers, and remedies. The waiver of any right, power or remedy, in whole or in part, shall not preclude the Council or the Community from exercising any of their other respective rights, powers or remedies.

7.3 Severability of Provisions. Each provision in this Agreement shall be severable from and independent of the other provisions. If one or more provisions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in force and effect.

7.4 Amendments and modifications. Any amendments or modifications to this Agreement shall be in writing and shall become effective only upon execution of the amendment by the Council's and the Community's authorized representatives.

7.5 Assignment. The Community shall not assign any of its rights or obligations under this Agreement to any third party, even if the Site which was the subject of the SAC liability is removed from the jurisdiction of the Community. The Community may not barter, trade, sell or otherwise treat any SAC payment obligation deferments or SAC Credits as a commodity and the Council will not honor any agreements between the Community and any third parties that purport to barter, trade, sell or otherwise treat any SAC payment obligation deferments or SAC Credits as a commodity.

7.6 Successors. This Agreement shall be binding on the legal successors of the Council and the Community, whether by operation of law or otherwise.

7.7 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Community and the Council represent and warrant on the Community's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Community's

and the Council's behalf respectively and that this Agreement constitutes the Community's and the Council's valid, binding and enforceable agreement.

IN WITNESS WHEREOF, the Community and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

COMMUNITY

METROPOLITAN COUNCIL

By: *Paul J. Hicks*

By: *Ned S. Smith*

Print Name: Paul J. Hicks

Print Name: Ned S. Smith

Title: MAYOR

Title: Director, MCFE Finance & Revenue

Date: 4/17/2017

Date: 4/26/17

By: *Julie Kavan*

Print Name: Julie KAVAN

Title: CITY CLERK

Date: 4/17/2017



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: October 7, 2024
Item: 2024 Budget Amendment: Lead Paint Scraping and Containment

Council Action Requested:

Approve amendment to the 2024 Budget: \$30,175 for lead paint scraping and containment as part of the City Hall Historic Renovation project.

Background Information:

This summer, contractor Renaissance Roofing found peeling, lead-based paint. The project specifications and contract did not clearly include specifications or required actions. Lead-based paint was encountered during the project. Work was stopped, and several areas were tested to confirm the presence of lead-based paint.

On September 17, the contractor provided a quote of \$30,175, reviewed by our architects at Miller Dunwiddie, to scrape, contain, and safely dispose of peeling, lead-based paint on the project. I approved the change order so work could begin promptly while we still have warm weather.

Financial Impact:

\$30,175 – within project contingency

Committee Discussion:

Not applicable

Attachment:

Change Order #5

RENAISSANCE

VIII-13

HISTORIC EXTERIORS

www.HistoricExteriors.com
1-800-699-5695

BELVIDERE/CHICAGO OFFICE
P.O. Box 5024, Rockford, IL 61125
2231 Hawkey Drive, Belvidere, IL 61008
815/547.1725; Fax: 815/547.1425

ST. LOUIS OFFICE
2306 Lemp Avenue
St. Louis, MO 63104
314/772.6222; Fax: 314/772.6224

CHANGE ORDER FORM

Project:	Hastings City Hall: Historic Roofing Repair	Change Order Number:	5Revision
	101 4th Street East	Date:	09/17/24
	Hastings, MN 55033	Project Number:	COH2101
Attn:	Kelly Mastin Miller Dunwiddie	Contract Date:	12/01/23

The Contract is proposed to be changed as follows:

Lead Paint Containment

- A) Safely scrape, contain and properly dispose of loose peeling lead paint from main building cornice metal and peaks around perimeter of the roof in preparation for primer & topcoat.
- As discussed on site, this will not provide a smooth surface, however, we will be removing all loose lead paint leaving the still adhered lead paint in place.
- NOTE: This is not abatement work, there will still be lead paint present on those areas after work is performed.

Pricing Breakdown:

Containment		\$ 30,175.00
Additional Labor for scraping & containment of peeling lead paint	\$ 25,600.00	
Extended Lift Rentals	\$ 3,625.00	
Tools, Supply, Disposal & Additional Pedestrian Protection	\$ 950.00	
Additional Site Visits Beyond Scope of Work	\$ -	
Scaffold Rental for Containment of Lead Paint		\$ -

*Scaffold rental for delays not under our control, past the original take down date of August 19

Note - this does not include any work on Center dome.

Total amount: \$ 30,175.00

The original contract sum, including all alternates was	\$ 3,304,795.00
The net change by previously authorized change orders	\$ 54,940.00
The contract sum at time of this change order	\$ 3,359,735.00
The contract sum will be Increased by this change Order in the amount of	\$ 30,175.00
The new contract sum total, including this change order	\$ 3,389,910.00

Renaissance Roofing, Inc.		
Owner Representative (Firm Name)	Contractor (Firm name)	Owner (Firm name)
	2231 Hawkey Drive	
	Belvidere, IL	
Address	Address	Address
By (signature)		By (signature)
Name (print)	Jake Verhagen	Name (print)
Date	9/17/2024	Date



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: October 7, 2024

Item: Authorize Pre-Order for Lucas Chest Compression Devices – 2025 Budget Item

Council Action Requested:

Approve pre-order of Lucas chest compression devices.

Background Information:

The Lucas chest compression devices are in the budget process for 2025. There will be a 3.5% increase to these devices November 1st. Ordering these devices, prior to that date, will lock in current pricing. The city will not be invoiced for these devices until 2025.

Financial Impact: 2025 Budget (85,000.00)

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: 1. Lucas Quote



Hastings FD - LUCAS - 092624

Quote Number: 10994940

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF HASTINGS FIRE AND AMB
Attn:

Rep: Elizabeth Reem
Email: elizabeth.reem@stryker.com
Phone Number: (314) 853-2779

Quote Date: 09/26/2024

Expiration Date: 12/25/2024

Contract Start: 09/26/2024

Contract End: 09/25/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF HASTINGS FIRE AND AMB	Name:	CITY OF HASTINGS FIRE AND AMB	Name:	CITY OF HASTINGS FIRE AND AMB
Account #:	20027621	Account #:	20027621	Account #:	20027621
Address:	115 W 5TH ST HASTINGS Minnesota 55033-1815	Address:	115 W 5TH ST HASTINGS Minnesota 55033-1815	Address:	115 W 5TH ST HASTINGS Minnesota 55033-1815
Attn:	Attn: Mark Knoll				

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	\$18,033.52	\$72,134.06
2.0	11576-000060	LUCAS Desk-Top Battery Charger	4	\$1,401.06	\$5,604.22
3.0	11576-000071	LUCAS External Power Supply	4	\$443.29	\$1,773.17
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	4	\$833.43	\$3,333.70
Equipment Total:					\$82,845.20

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	4	-\$2,000.00	-\$8,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
5.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2)	4	\$2,205.00	\$8,820.00



Hastings FD - LUCAS - 092624

Quote Number: 10994940

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF HASTINGS FIRE AND AMB
Attn:

Rep: Elizabeth Reem
Email: elizabeth.reem@stryker.com
Phone Number: (314) 853-2779

Quote Date: 09/26/2024

Expiration Date: 12/25/2024

Contract Start: 09/26/2024

Contract End: 09/25/2025

#	Product	Description	Qty	Sell Price	Total
		Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 09/27/2024 - 09/26/2029 Preventative Maintenance			

ProCare Total: \$8,820.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,330.12
Grand Total:	\$84,995.32

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Cody Mathisen – City Engineer
Date: October 7, 2024
Item: Resolution – Approve Detour Agreement No. 1057488 – Highway 316 Mill and Overlay

Council Action Requested:

Attached for Council consideration is a resolution to approve the attached Detour Agreement that will allow for MnDOT to designate 10th Street East as part of a local detour route during the summer of 2025.

Background Information:

In the summer of 2025, MnDOT will be completing a Mill and Overlay project of Highway 316 beginning South of the Tuttle Drive roundabout and ending at the intersection of Highway 316 and Highway 61 just East of Miesville. 10th Street East will be designated as a local detour route for traffic that would otherwise be using Highway 316 during non-construction times. The duration of this detour is currently estimated to be a total of 74 days.

The traffic that will be guided to use this route will be from within the City as well as areas south and east of the City in the immediate vicinity of Hastings. The official regional detour route for through traffic originating from the Twin Cities core metro as well as from the Red Wing area and beyond will be Highway 61 and will be signed as such.

Financial Impact:

MnDOT has a policy for compensating municipalities when detour routes for their projects are facilitated using local streets. The policy uses a method for determining the value of the extra “Road Life Consumed” by the additional traffic on the local road during the time of the detour. Based on this policy formula, the City will receive approximately \$2,500.

Staff Recommendation:

Staff is recommending the Council adopt the attached resolution approving Detour Agreement No. 1057488 and authorizing the Public Works Director to execute and administer the agreement on the City’s behalf.

Attachments:

- Resolution
- Detour Map
- Detour Agreement No. 1057488

Resolution No. _____

**RESOLUTION FOR APPROVAL OF DETOUR AGREEMENT
TRUNK HIGHWAY 316 MILL AND OVERLAY PROJECT**

WHEREAS, in the summer of 2025, the Minnesota Department of Transportation (MnDOT) will begin a project to Mill and Overlay Trunk Highway 316 from just South of the Tuttle Drive Intersection to the intersection of Highway 316 and US Highway 61 approximately 8.5 miles South of Hastings corporate limits, and

WHEREAS, this project will require detour routes to facilitate through-traffic flow while the Trunk Highway 316 corridor is under construction, and

WHEREAS, the local area detour route for traffic in the immediate vicinity of Hastings will include 10th Street East, and

WHEREAS, MnDOT has a policy for compensating municipalities whenever local streets are utilized for detour routes, and

WHEREAS, MnDOT requires a Detour Agreement to document the application of said policy and amount of compensation due to a municipality, and

WHEREAS, Detour Agreement No. 1057488 has been assembled to provide said documentation.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS; that

1. The City Council hereby approves Detour Agreement No. 1057488.
2. The Public Works Director is authorized to execute and administer the agreement.

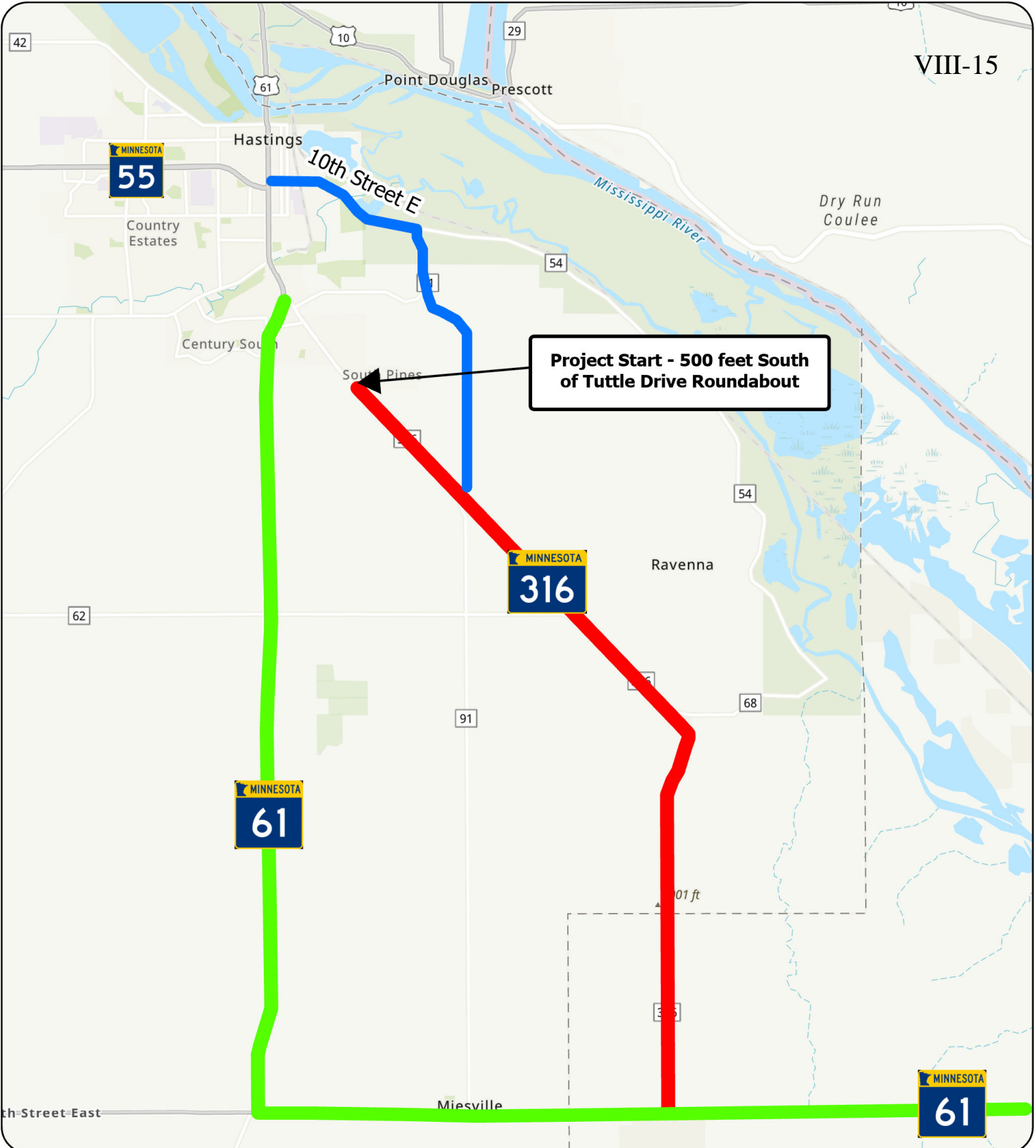
ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 7TH DAY OF OCTOBER, 2024.

Ayes:

Nays:

Mary D. Fasbender, Mayor

ATTEST: _____
Kelly Murtaugh, City Clerk



TH-316 Mill and Overlay Detouring - Summer 2025



- █ TH-316 Project Area - Phased Closures
- █ Primary Regional Detour via Highway 61
- █ Local Detour via 10th Street East



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF HASTINGS
DETOUR AGREEMENT
For Trunk Highway No. 316 Detour**

State Project Number (S.P.):	<u>1926-23</u>	Original Amount Encumbered
State Project Number (S.P.):	<u>2518-12</u>	<u>\$2,470.03</u>
Trunk Highway Number (T.H.):	<u>316=316</u>	
Federal Project Number:	<u>NHPP-HSIP 0316(303)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Hastings acting through its City Council ("City").

Recitals

1. The State is about to perform grading, bituminous surfacing, and drainage construction upon, along, and adjacent to Trunk Highway No. 316 from south junction of Trunk Highway No. (T.H.) 61 to Tuttle Drive under State Project No. 1926-23 (T.H. 316=316); and
2. The State requires a detour to carry T.H. 316 traffic on Ravenna Trail and 10th Street during the construction; and
3. The State is willing to reimburse the City for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. **Location.** The State will establish the T.H. 316 detour route on the following City streets as detailed in the project plans or Special Provisions:
 Stage 2 (NB) – 10th Street, Ravenna Trail (MSAS 133) for a total distance of 1.25 miles.
 Stage 3 (NB) – 10th Street, Ravenna Trail (MSAS 133) for a total distance of 1.25 miles.
- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City

for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- C. **Axle Loads and Over-Dimension Loads.** Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the City streets used for the detour, at no cost or expense to the City. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the City.
- F. **Duration.** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Basis of State Cost (Road Life Consumed).** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. **Payment**

3.1. **For Road Life Consumed. \$2,487.16** is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 2 (NB)	0.00513	4,883	1.25	52	\$1,628.24
Stage 3 (NB)	0.00513	5,967	1.25	22	\$841.79

Road Life Consumed Amount: \$2,470.03

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. **Maximum Obligation. \$10,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3. Conditions of Payment. The State will pay the City the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the City's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the City for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the city streets used as a T.H. 316 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Greg Kern, MnDOT Metropolitan District Traffic Engineering (or successor)
 Address: 1500 County Road B2 West, Roseville, MN 55113
 Telephone: (651) 775-9167
 E-Mail: gregory.kern@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Ryan Stempski, Public Works Director (or successor)
 Address: 1225 Progress Drive, Hastings, MN 55033
 Telephone: (651) 480-2368
 E-Mail: rstempski@hastingsmn.gov

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

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

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000776575

CITY OF HASTINGS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 7, 2024
Item: Xcel Interconnection Agreement

Council Action Requested: Approve Interconnection Agreement with Excel Energy.

Background Information: Improvements to the Hastings Civic Arena include installation of a solar array on the West Rink Roof. To integrate the solar array with the electrical grid, a interconnection agreement with Xcel Energy, our electrical supplier, is necessary. The installation and connection of the solar array is anticipated to occur in 2024.

Staff recommend approval of the interconnection agreement subject to minor modifications as approved by the City Attorney.

Financial Impact: Positive impact on City budget is expected through an annual reduction in overall electrical expanses.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Interconnection Agreement

414 Nicollet Mall
Minneapolis, MN 55401



1-800-895-4999
xcelenergy.com

Sep 18, 2024

DER Study Results (Design/Construction Required)

Interconnection Customer/Owner Name: City of Hastings
DER Location: 2801 Red Wing Blvd., Hastings Minnesota 55033
Project Description: 125 kW MN DIP Project

Xcel Energy is pleased to deliver a proposed Interconnection Agreement (MN DIA) and good faith estimate which is an engineering indicative cost estimate for the Minnesota Distributed Energy Resource Interconnection Process (MN DIP) application for the above-referenced site:

Application #	Name / Project Name	AC Nameplate Capacity (kW)
05766897	APEX - City Of Hastings Ice Arena	125

The engineering indicative cost estimate has identified scope and costs to accommodate 125 kW at .98 leading power factor, or where applicable the dynamic power factor, as described in Attachment 5.

This fixed power factor is required to keep steady state voltages within the ANSI C84.1-2011 Range A on the electric distribution system serving this site.

Our indicative estimated cost for proceeding with maximum kW allowed for this proposed project at the above site is \$0.00. This is the sum of the amounts in Attachments 2 and 6 contained in the attached Interconnection Agreement (MN DIA).

For applications subject to the Xcel Energy Cost Sharing Program, which applies to applications under 40 kW AC deemed complete after January 1, 2023: The Cost Sharing Fund has allocated \$0.00 for the above work. This leaves the Interconnection Customer's up-front share of the above work as \$0.00. A description of required upgrades can be found in Attachments 2 and 6.

This estimate is based on the content of the application as of the date it was deemed complete and we began our review for purposes of determining the good faith indicative estimated cost within the MN DIP time frame as set forth in our tariff. Please keep in mind that the costs in Attachments 2 and 6 are based on general assumptions as outlined in the MN DIA and any project-specific information provided or reviewed as part of the Facilities Study performed under MN DIP Attachment 7. The above figures can vary significantly and the customer will be responsible for the actual costs of the project.

The milestone schedule is outlined in Attachment 4 to the attached MN DIA. Please review this closely as this has particular requirements including the manner and method of providing notice for completion of certain milestone line items.

Please note that you need to provide or verify certain information or signatures on the following:

- 1.) Provide contact or identifying information on Sheets 251, 271, 272 and 273 of the attached MN DIA,
- 2.) Sign the MN DIA on Sheet 273,
- 3.) Sign Attachment 4 to the attached MN DIA,
- 4.) Provide the 24/7 contact information on Attachment 5, par. 9.3 to the attached MN DIA.

You have the option of further proceeding with this project at the capacity allowed based on the provisions of the attached MN DIA, consistent with MN DIP 5.1.2, if within 30 Business Days of this letter you sign and return the attached MN DIA with the other information and signatures detailed above. If this is not timely done, your application shall be deemed withdrawn and the attached proposed MN DIA cannot be used. Consistent with MN DIP 5.6.4.1. by the time you sign the MN DIA you also must pay the full amount of the above estimated cost not covered by the Cost Sharing Fund (if applicable). You agree to pay the actual costs consistent with the MN DIA and comply with all provisions of the applicable agreements and tariffs.

Pursuant to Minn. R. 7835.4750, please note that the Commission's interconnection standards as established in MPUC Docket No. E002/M-18-714 (or subsequent docket) are set forth in our Section 10 Tariff which as of the date of this letter is available at this link:
https://www.xcelenergy.com/staticfiles/xcel-responsive/Company/Rates%20&%20Regulations/Rate%20Cases/Me_Section_10.pdf

Consistent with the MPUC's January 22, 2020 order in Docket No. E-999/CI-16-521, the Minnesota Technical Requirements comprise both the TIIR and TSM which first became effective on July 1, 2020. After this effective date, the current versions of the TIIR and the Area EPS Operator's TSM can be accessed at the following link:
https://www.xcelenergy.com/working_with_us/how_to_interconnect. In the event that this link changes over time or no longer points to the then-current TIIR or TSM, the Interconnection Customer can contact the Area EPS Operator for instruction on how to access the then-current versions of these documents.

In addition to the information in the MN DIA, we want to alert you that for us to execute this MN DIA, if the name of your corporation or LLC on the MN DIA is not registered with the Minnesota Secretary of State (either as a Minnesota corporation, Minnesota LLC, or as an out of state corporation or LLC transacting business in Minnesota) you will need to provide documentation showing that this is a legal entity.

1. We only want to enter into contracts with legal entities (such as corporations, LLCs or persons). We intend to verify that each entity claiming to be a corporation or LLC is a legal entity through the Minnesota Secretary of State website. If the legal entity has been formed in another state, you must provide us documentation showing this.
2. If this is not a legal entity, you must immediately provide us with the name(s) of actual legal entities to put on the applicable MN DIA. Any adjustments to your Interconnection Agreement documents to accommodate a request for changing names will not extend your 30 Business Day timeline to execute the MN DIA and all associated payments and other requirements. Please plan accordingly.

Study Results and Construction Estimates:

This letter and the attached MN DIA together provide system requirements and cost estimates of system modifications necessary for interconnection of the project identified above. The requirements for this project have been broken into two sections: operational requirements and system modifications. Operational requirements include DER facility size, settings, or procedures necessary to interconnect the proposed system. System modifications are physical equipment modifications that Xcel Energy will need to make to distribution and substation facilities for the interconnection to be feasible.

A model of the feeder, on which the DER unit would interconnect, was created for the purpose of studying the feasibility of the proposed interconnection. The system impact study analyzed rapid voltage change, grounding issues, metering/monitoring, and short circuit protection to determine impacts on the Xcel Energy distribution system.

In addition, a facility study has been prepared to determine the above referenced good faith engineering indicative estimate of Distribution and Substation costs required to accommodate this project. This facility study was based on the data provided by the Interconnection Customer as part of MN DIP Attachment 7. However, the indicative cost estimate is generally based on typical conditions encountered on past construction projects, which may or may not be directly comparable.

Below is a list of additional considerations uncovered during the study.

- **Operational**
 - Short Circuit Analysis
 - Additional fault current information may be found in the Xcel Energy Standard for *Electric Service* and Use book. Secondary services refer to Tables found in Section 5.
 - These values can and will change due to various circumstances. Xcel Energy personnel shall not be held responsible for any damage to property or person resulting from the use of this data.
 - These values do not include the applied-for DER contribution.
 - A transmission system assessment is not required.

Please upload the executed MN DER Interconnection Agreement (MN DIA) package (including attachments) to the portal.

Please contact us at SolarProgramMN@xcelenergy.com if you have any questions regarding this information.

We look forward to working with you to bring more DER choices to our customers.

Thank you,

Minnesota Solar*Rewards Program

Xcel Energy

414 Nicollet Mall, 401-6, Minneapolis, MN 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT (MN DIA)**

Section No. 10
Original Sheet No. 250

Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA)

**V. 2.3
(As adopted for Northern States Power Company)
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Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT (MN DIA)**

Section No. 10
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This Interconnection Agreement ("Agreement") is made and entered into Sep 18, 2024 by Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy ("Area EPS Operator"), and City of Hastings ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Area EPS Operator Information

Area EPS Operator: Northern States Power Company, a Minnesota corporation
Attention: DER Interconnection
Address: 414 Nicollet Mall (401 - 6th Floor)
City: Minneapolis State: MN Zip: 55401
Phone: 1-800-895-4999

Email: SRCMN@xcelenergy.com (for Solar*Rewards Community (Community Solar Gardens))
SolarProgramMN@xcelenergy.com (for all other DER interconnections)

Interconnection Customer Information

Interconnection Customer: City of Hastings
Attention: APEX - City Of Hastings Ice Arena
Address: 2801 Red Wing Blvd.
City: Hastings State: Minnesota Zip: 55033
Phone: 651-480-2350 Email: mayormary@hastingsmn.gov

Interconnection Customer Application No: 05766897

Distributed Energy Resource Information (To be completed by the Area EPS Operator)

Type of DER System (e.g.Solar, Wind, CHP, Solar+Storage): Solar PV

Nameplate Rating: 125 kW (ac); DER capacity (as described in MN DIP 5.14.3): 125.000 kW (ac)

Address of DER System: (DER Street Address or GPS Coordinates, if applicable) 2801 Red Wing Blvd.

City: Hastings State: Minnesota Zipcode: 55033

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement is intended to provide for the Interconnection Customer to interconnect at the Point of Common Coupling and operate a Distributed Energy Resource with a Nameplate Rating of 10 Megawatts (MW) or less in parallel with the Area EPS at the location identified above and in the Interconnection Application.

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT (MN DIA)**

Section No. 10
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- 1.2 This Agreement shall be used for all Interconnection Applications submitted under the Minnesota Distributed Energy Resources Interconnection Process (MN DIP) except for those submitted and processed under the Simplified Process contained in MN DIP Section 2 or qualify and chooses under MN DIP Section 1.1.5 for the Uniform Statewide Contract to replace the need for this Agreement.
- 1.3 This Agreement governs the terms and conditions under which the Interconnection Customer's Distributed Energy Resource will interconnect with, and operate in parallel with, the Area EPS Operator's Distribution System.
- 1.4 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1, the MN DIP, or the body of this Agreement.
- 1.5 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Area EPS Operator.
- 1.6 Nothing in this Agreement is intended to affect any other agreement between the Area EPS Operator and the Interconnection Customer.
- 1.7 Responsibilities of the Parties
 - 1.7.1 The Parties shall perform all obligations of this Agreement in accordance with the MN DIP, Minnesota Technical Requirements, all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
 - 1.7.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Distributed Energy Resource and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule and, in accordance with this Agreement, and with Good Utility Practice.
 - 1.7.3 The Area EPS Operator shall construct, operate, and maintain its Distribution System and its Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT(MN DIA)**

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- 1.7.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with the Minnesota Technical Requirements and this Agreement; including, applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Distributed Energy Resource so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Area EPS Operator and any Affected Systems.
- 1.7.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now owns or subsequently owns unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of common coupling. The Area EPS Operator and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Area EPS Operator's Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.7.6 The Area EPS Operator shall coordinate with all Affected Systems to support the interconnection.
- 1.8 Parallel Operation Obligations
- Once the Distributed Energy Resource has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Distributed Energy Resource in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff or by the applicable system operator(s) for the Area EPS Operator's Distribution System provided or referenced in an attachment to this Agreement and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement. The Minnesota Technical Requirements for interconnection are covered in a separate document, a copy of which has been made available to the Interconnection Customer and incorporated and made part of this Agreement by this reference.
- 1.9 Metering
- As described in MN DIP 5.4, the Interconnection Customer shall be responsible for the Area EPS Operator's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

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**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT (MN DIA)**

Section No. 10
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1.10 Distributed Energy Resource Capabilities and Grid Reliability

1.10.1 The Minnesota Technical Requirements outlines the Parties responsibilities consistent with IEEE 1547 Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces which provides requirements relevant to the interconnection and interoperability performance, operation and testing, and, to safety, maintenance and security considerations.

1.10.2 The Area EPS Operator may offer the Interconnection Customer the option to utilize required DER capabilities to mitigate Interconnection Customer costs related to Upgrades or Interconnection Facilities to address anticipated system impacts from the engineering review (i.e., Initial Review, Supplemental Review, or Study Process described in the MN DIP.)

2. Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

As described in MN DIP Section 5.7, the Interconnection Customer shall test and inspect its Distributed Energy Resource and Interconnection Facilities prior to interconnection pursuant to Minnesota Technical Requirements and this Agreement.

2.2 Authorization Required Prior to Parallel Operation

As described in MN DIP Section 5.8, the Area EPS Operator shall use Reasonable Efforts to list applicable parallel operation requirements by attaching the Minnesota Technical Requirements and/or including them in Attachment 5 to this Agreement. Additionally, the Area EPS Operator shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. Pursuant to the MN DIP 5.8.2, the Interconnection Customer shall not operate its Distributed Energy Resource in parallel with the Area EPS Operator's Distribution System without prior written authorization of the Area EPS Operator.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Area EPS Operator may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Distributed Energy Resource first produces energy to inspect the interconnection, and observe the commissioning of the Distributed Energy Resource (including any required testing), startup, and operation for a period of up to three Business Days after initial startup of the unit. In addition, the Interconnection Customer shall notify the Area EPS Operator at least five Business Days prior to conducting any on-site verification testing of the Distributed Energy Resource.

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**MINNESOTA DISTRIBUTED ENERGY RESOURCE
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2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Area EPS Operator shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its costs associated with following this article as outlined in MN DIP Section 5.7.2 and the Minnesota Technical Requirements.

3. Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect from the Effective Date unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Area EPS Operator 20 Business Days written notice.

Either Party may terminate this Agreement after Default pursuant to article 7.7.

3.3.3 Upon termination of this Agreement, the Distributed Energy Resource will be disconnected from the Area EPS Operator's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this MN DIA or such non-terminating Party otherwise is responsible for these costs under this MN DIA.

3.3.4

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

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**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT (MN DIA)**

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3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions

Under Emergency Conditions, the Area EPS Operator may immediately suspend interconnection service and temporarily disconnect the Distributed Energy Resource. The Area EPS Operator shall use Reasonable Efforts to notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Distributed Energy Resource. The Interconnection Customer shall use Reasonable Efforts to notify the Area EPS Operator promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Area EPS Operator's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Area EPS Operator may interrupt interconnection service or curtail the output of the Distributed Energy Resource and temporarily disconnect the Distributed Energy Resource from the Area EPS Operator's Distribution System when necessary for routine maintenance, construction, or repairs on the Area EPS Operator's Distribution System. The Area EPS Operator shall use Reasonable Efforts to provide the Interconnection Customer with three Business Days notice prior to such interruption. The Area EPS Operator shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outage

During any forced outage, the Area EPS Operator may suspend interconnection service to effect immediate repairs on the Area EPS Operator's Distribution System. The Area EPS Operator shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Area EPS Operator shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

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**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECT AGREEMENT (MN DIA)**

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3.4.4 Adverse Operating Effects

The Area EPS Operator shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Distributed Energy Resource may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Distributed Energy Resource could cause damage to the Area EPS Operator's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Area EPS Operator may disconnect the Distributed Energy Resource. The Area EPS Operator shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Distributed Energy Resource

The Interconnection Customer must receive written authorization from the Area EPS Operator before making any change to the Distributed Energy Resource that may have a material impact on the safety or reliability of the Distribution System. Such authorization shall not be unreasonably withheld if the modification is not a Material Modification. Material Modifications, including an increase nameplate rating or capacity, may require the Interconnection Customer to submit a new Interconnection Application as described in MN DIP Section 1.6.2. If the Interconnection Customer makes such modification without the Area EPS Operator's prior written authorization, the latter shall have the right to temporarily disconnect the Distributed Energy Resource.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Distributed Energy Resource, Interconnection Facilities, and the Area EPS Operator's Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

3.4.7 Treatment Similar to Other Retail Customers

If the Interconnection Customer receives retail electrical service at the same site as the Distributed Energy Resource, it may also be disconnected consistent with the rules and practices for disconnecting other retail electrical customers.

3.4.8 Disconnection for Default

If the Interconnection Customer is in Default it may be disconnected after a 60 day written notice is provided and the Default is not cured during this 60 day notice. This provision does not apply to disconnection based on Emergency Conditions.

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**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT (MN DIA)**

Section No. 10
Original Sheet No. 258

4. Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Area EPS Operator shall provide a good faith estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Area EPS Operator.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Area EPS Operator's Interconnection Facilities.

4.2 Distribution Upgrades

The Area EPS Operator shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. The Area EPS Operator shall provide a good faith estimate cost, including overheads, for the purchase and construction of the Distribution Upgrades and provide a detailed itemization of such costs. If the Area EPS Operator and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

5. Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this Article 5 shall apply unless the interconnection of the Distributed Energy Resource requires Network Upgrades.

5.2 Network Upgrades

The Area EPS Operator or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. The Area EPS Operator shall provide a good faith estimate cost, including overheads, for the purchase and construction of the Network Upgrades and provide a detailed itemization of such costs. If the Area EPS Operator and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Area EPS Operator elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
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Section No. 10
Original Sheet No. 259

- 5.2.1 Repayment of Amounts Advanced for Network Upgrades
The Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Area EPS Operator and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Area EPS Operator's Tariff and Affected System's Tariff for transmission services with respect to the Distributed Energy Resource. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.
- 5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Area EPS Operator, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Area EPS Operator and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Area EPS Operator or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond 20 years from the commercial operation date.
- 5.2.1.2 If the Distributed Energy Resource fails to achieve commercial operation, but it or another Distributed Energy Resource is later constructed and requires use of the Network Upgrades within five (5) years of being constructed, the Area EPS Operator and Affected System operator (after receiving payment in the amount of the cost to build these Network Upgrades from the other Distributed Energy Resource who is expected to use the Network Upgrades) shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Distributed Energy Resource, if different, is responsible for identifying the entity to which reimbursement must be made.

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**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECTION AGREEMENT (MN DIA)**

Section No. 10
Original Sheet No. 260

- 5.3 Special Provisions for Affected Systems
Unless the Area EPS Operator provides, under this Agreement, for the repayment of amounts advanced to any applicable Affected System operators for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System operator.
- 5.4 Rights Under Other Agreements
Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Distributed Energy Resource.

Article 6. Billing, Payment, Milestones, and Financial Security

- 6.1 Billing and Payment Procedures and Final Accounting
- 6.1.1 The Area EPS Operator shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement, and the Interconnection Customer shall pay each bill, pursuant to the MN DIP 5.6.5, or as otherwise agreed to by the Parties.
- 6.1.2 Within 80 Business Days (approximately 4 calendar months) of completing the construction and installation of the Area EPS Operator's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Area EPS Operator shall provide the Interconnection Customer with a final accounting report, as described in the MN DIP 5.6.6.
- 6.2 Milestones
Pursuant to the MN DIP 4.4.5, 5.6.2 and 5.6.3, the Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement.
- 6.3 Financial Security Arrangements
Pursuant to the MN DIP 5.6.4, the Interconnection Customer shall provide the Area EPS Operator, at the Interconnection Customer's option, a guarantee, letter of credit or other form of security that is reasonably acceptable to the Area EPS Operator and is consistent with the Minnesota Uniform Commercial Code. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Area EPS Operator's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Area EPS Operator under this Agreement during its term. In addition:

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**MINNESOTA DISTRIBUTED ENERGY RESOURCE
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Section No. 10
Original Sheet No. 261

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Area EPS Operator, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
 - 6.3.2 The letter of credit must be issued by a financial institution or insurer reasonably acceptable to the Area EPS Operator and must specify a reasonable expiration date not sooner than sixty (60) Business Days (three calendar months) after the due date for the issuance of the final bill.
7. Article 7. Assignment, Liability, Non-Warranty, Indemnity, Force Majeure, Consequential Damages, and Default
- 7.1 Assignment
This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:
 - 7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Area EPS Operator of any such assignment.
 - 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Area EPS Operator, for collateral security purposes to aid in providing financing for the Distributed Energy Resource, provided that the Interconnection Customer will promptly notify the Area EPS Operator of any such assignment.
 - 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.
 - 7.2 Limitation of Liability
Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

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By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

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- 7.3 Non-Warranty
The Area EPS Operator does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer, including without limitation the Distributed Energy Resource and any structures, equipment, wires, appliances or devices not owned, operated or maintained by the Area EPS Operator.
- 7.4 Indemnity
- 7.4.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.4.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.4.3 This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Party, but the Indemnifying Party's liability to indemnify the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligent or intentional acts, errors or omissions caused the damage.
- 7.4.4 Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.
- 7.4.5 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.4.6 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

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- 7.4.7 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 7.5 **Consequential Damages**
Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
- 7.6 **Force Majeure**
If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.
- 7.7 **Default**
- 7.7.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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7.7.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

8. Article 8. Insurance

8.1 An Area EPS Operator may only require an Interconnection Customer to purchase insurance covering damages pursuant to the MN DIP 5.10.

8.2 The Area EPS Operator agrees to maintain general liability insurance or self-insurance consistent with the Area EPS Operator's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Area EPS Operator's liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

8.4 Failure of the Interconnection Customer or Area EPS Operator to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

9. Article 9. Confidentiality

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such. If requested by either Party, the other Party shall provide in writing the basis for asserting that the information warrants confidential treatment. Parties providing a Governmental Authority trade secret, privileged or otherwise not public or nonpublic data under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, shall identify such data consistent with the Commission's September 1, 1999 Revised Procedures for Handling Trade Secret and Privileged Data, available online at: <https://mn.gov/puc/puc-documents/#4>

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Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

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- 9.2 Confidential Information does not include information previously in the public domain with proper authorization, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be publicly divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements that could not otherwise be fulfilled by not making the information public.
- 9.2.1 Each Party shall hold in confidence and shall not disclose Confidential Information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential Information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.
- 9.2.2 Critical infrastructure information or information that is deemed or otherwise designated by a Party as Critical Energy/Electric Infrastructure Information (CEII) pursuant to FERC regulation, 18 C.F.R. §388.133, as may be amended from time to time, may be subject to further protections for disclosure as required by FERC or FERC regulations or orders and the disclosing Party's CEII policies.
- 9.2.3 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.4 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

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Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

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10. Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process and associated study and interconnection agreements according to the provisions of this article and Minnesota Administrative Rules 7829.1500-7829.1900. More information on the Commission's Consumer Affairs Office dispute resolution services is available on the Commission's website: <https://mn.gov/puc/consumers/help/complaint/>

Prior to a written Notice of Dispute, the Party shall contact the other Party and raise the issue and the relief sought in an attempt to resolve the issue immediately.

10.3 In the event of a dispute, the disputing Party shall provide the other Party a written Notice of Dispute containing the relevant known facts pertaining to the dispute, the specific dispute and the relief sought, and express notice by the disputing Party that it is invoking the procedures under this article. The Interconnection Customer may utilize the Commission's Consumer Affairs Office's complaint/inquiry form and Informal Complaint dispute resolution process to assist with the written Notice of Dispute. The notice shall be sent to the non-disputing Party's email address and physical address set forth in the interconnection agreement or Interconnection Application, if there is no interconnection agreement. If the Interconnection Customer chooses not to utilize the Commission's Consumer Affairs Office dispute resolution process, the Interconnection Customer shall provide an informational electronic copy of the Notice of Dispute to the Consumer Affairs Office at the Commission at consumer.puc@state.mn.us.

10.4 The non-disputing Party shall acknowledge the notice within three (3) Business Days of its receipt and identify a representative with the authority to make decisions for the non-disputing Party with respect to the dispute.

10.5 The non-disputing Party shall provide the disputing Party with relevant regulatory and/or technical details and analysis regarding the Area EPS Operator interconnection requirements under dispute within ten (10) Business Days of the date of the Notice of Dispute. Within twenty (20) Business Days of the date of the Notice of Dispute, the Parties' authorized representatives will be required to meet and confer to try to resolve the dispute. Parties shall operate in good faith and use best efforts to resolve the dispute.

10.6 If a resolution is not reached in the thirty (30) Business Days from the date of the notice described in section 10.3, the Parties may 1) if mutually agreed, continue negotiations for up to an additional twenty (20) Business Days; or 2) either Party may request the Commission's Consumer Affairs Office provide mediation in an attempt to resolve the dispute within twenty (20) Business Days with the opportunity to extend this timeline upon mutual agreement. Alternatively, both Parties by mutual agreement may request mediation from an outside third-party mediator with costs to be shared equally between the Parties.

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- 10.7 If the results of the mediation are not accepted by one or more Parties and there is still disagreement, the dispute shall proceed to the Commission's Formal Complaint process as described in Minn. Rules 7829.1700-1900 unless mutually agreed to continue with informal dispute resolution.
- 10.8 At any time, either Party may file a complaint before the Commission pursuant to Minn. Stat. §216B.164, if applicable, and Commission rules outlined in Minn. Rules Ch. 7829.

11. Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service and any other relevant local, state and federal requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. It is incumbent on the Party seeking to maintain its tax status to provide formal written notice to the other Party detailing what exact cooperation it is seeking from the other Party well prior to any deadline by which any such action would need to be taken. Nothing in this Agreement is intended to adversely affect, if applicable, the Area EPS Operator's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

12. Article 12. Miscellaneous

- 12.1 **Governing Law, Regulatory Authority, and Rules**
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Minnesota Public Utilities Commission and the laws of the state of Minnesota, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 12.2 **Amendment**
The Parties may amend this Agreement by a written instrument duly executed by both Parties under the process described below, or under article 12.12 of this Agreement.

If the Parties seek to amend this Agreement by a written instrument duly executed by both Parties, this amendment will need to receive Commission approval prior to it being effective. The Area EPS Operator and Interconnection Customer may seek Commission approval of an amendment to the Interconnection Agreement for use between them for a specific Interconnection Application in the following ways:

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Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

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- 12.2.1 File a Petition with the Commission, or
- 12.2.2 File a Notice with the Commission of the proposed amendment. The Notice should include a copy of the amendment showing in redline format how the amendment would alter the MN DIA between the Area EPS Operator and Interconnection Customer for the Interconnection Application at issue. If no objection or notice of intent to object is filed within 30 days, then the proposed amendment would be considered to be approved by the Commission. If there is a timely filed objection of notice of intent to object, then the proposed amendment would not be considered to have been approved by the Commission and could only be used if the Commission subsequently issues a written order authorizing its use.
- 12.2.3 Commission approval of an amendment to the Interconnection Agreement is not needed where such an amendment only addresses updating or correcting: 1) information specified in the Interconnection Application; 2) exhibits or attachments to the Interconnection Agreement as long as they are not additional agreements or requirements not covered in the MN DIP or Minnesota Technical Requirements; or 3) information provided in the blank lines to the MN DIA or Uniform Statewide Contract forms.
- 12.3 No Third-Party Beneficiaries
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 12.4 Waiver
- 12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Area EPS Operator. Any waiver of this Agreement shall, if requested, be provided in writing.

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- 12.5 Entire Agreement
This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. This Agreement can only be amended or modified in writing signed by both Parties.
- 12.6 Multiple Counterparts
This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. Electronic signatures are acceptable if the Area EPS Operator has made such a determination pursuant to MN DIP 1.2.1.1.
- 12.7 No Partnership
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 12.8 Severability
If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
- 12.9 Security Arrangements
Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.
- 12.10 Environmental Releases
Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Distributed Energy Resource or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

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12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Area EPS Operator be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Inclusion of Area EPS Operator Tariffs and Rules

The interconnection services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules applicable to the electric service provided by the Area EPS Operator, which tariff schedules and rules are hereby incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, the Area EPS Operator shall have the right to unilaterally file with the Minnesota Public Utilities Commission pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff, or rule or any agreement relating thereto. The Interconnection Customer shall also have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff, or rule or any agreement relating thereto. Each Party shall have the right to protest any such filing by the other Party and/or to participate fully in any proceeding before the Commission in which such modifications may be considered, pursuant to the Commission's rules and regulations.

13. Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

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If to the Interconnection Customer:

Interconnection Customer: [[SertifiLG_1_1]]

Attention: [[SertifiLG_1_1]]

Address: [[SertifiLG_1_1]]

State: [[SertifiLG_1_1]]

Phone: [[SertifiLG_1_1]]

City: [[SertifiLG_1_1]]

Zip: [[SertifiLG_1_1]]

Email: [[SertifiLG_1_1]]

If to the Area EPS Operator:

Area EPS Operator: Northern States Power Company, a Minnesota Corporation

Attention: DER Interconnection Program

Address: 414 Nicollet Mall (401 - 6th Floor)

City: Minneapolis State: MN Zip: 55401

Phone: 1-800-895-4999

Email: SRCMN@xcelenergy.com (for solar garden interconnections)

SolarProgramMN@xcelenergy.com (for all other DER interconnections)

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: [[SertifiLG_1_1]]

Attention: [[SertifiLG_1_1]]

Address: [[SertifiLG_1_1]]

State: [[SertifiLG_1_1]]

City: [[SertifiLG_1_1]]

Zip: [[SertifiLG_1_1]]

Area EPS Operator: Northern States Power Company, a Minnesota Corporation

Attention: DER Interconnection Program

Address: P.O. Box 59

City: Minneapolis State: MN Zip: 55440-0059

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13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone or email to the telephone numbers and email addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: [[SertifiLG_1_1]]

Attention: [[SertifiLG_1_1]]

Address: [[SertifiLG_1_1]]

City: [[SertifiLG_1_1]]

State: [[SertifiLG_1_1]]

Zip: [[SertifiLG_1_1]]

Phone: [[SertifiLG_1_1]]

Email: [[SertifiLG_1_1]]

If to the Area EPS Operator:

Area EPS Operator: Northern States Power Company, a Minnesota Corporation

Attention: DER Interconnection Program

Address: 414 Nicollet Mall (401 - 6th Floor)

City: Minneapolis State: MN Zip: 55401

Phone: 1-800-895-4999

Email: SRCMN@xcelenergy.com (for solar garden interconnections)

SolarProgramMN@xcelenergy.com (for all other DER interconnections)

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: [[SertifiLG_1]]

Attention: [[SertifiLG_1_1]]

Address: [[SertifiLG_1_1]]

City: [[SertifiLG_1_1]]

State: [[SertifiLG_1_1]]

Zip: [[SertifiLG_1_1]]

Phone: [[SertifiLG_1_1]]

Email: [[SertifiLG_1_1]]

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Area EPS Operator's Operating Representative:
Area EPS Operator: Northern States Power Company, a Minnesota Corporation
Attention: DER Interconnection Program
Address: 414 Nicollet Mall (401 - 6th Floor)
City: Minneapolis State: MN Zip: 55401
Phone: 1-800-895-4999
Email: SRCMN@xcelenergy.com (for solar garden interconnections)
SolarProgramMN@xcelenergy.com (for all other DER interconnections)

- 13.5 Changes to the Notice Information
Either Party may change this information by giving five Business Days written notice to the other Party prior to the effective date of the change.

14. Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Northern States Power Company, a Minnesota corporation (Area EPS Operator)–

Signature: _____

Name: [[SertifiLG_2]]

Title: **Director Customer Strategy and Solutions**

Date: _____

For the Interconnection Customer

Signature: _____

Name: City of Hastings

Title: _____

Date: _____

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Attachment 1: Glossary of Terms

Affected System – Another Area EPS Operator’s system, or Transmission Owner’s Transmission System, or Transmission System connected generation which may be affected by the proposed interconnection.

Applicant Agent – A person designated in writing by the Interconnection Customer to represent or provide information to the Area EPS on the Interconnection Customer’s behalf throughout the interconnection process.

Area EPS - The electric power distribution system connected at the Point of Common Coupling.

Area EPS Operator – An entity that owns, controls, or operates the electric power distribution systems that are used for the provision of electric service in Minnesota.

Business Day – Monday through Friday, excluding Holidays as defined by Minn. Stat. §645.44, Subd. 5. See MN DIP 5.2.1 for more on computation of time.

Certified Equipment - UL 1741 listing is a common form of DER inverter certification. See MN DIP Attachment 4: Certification Codes and Standards and Attachment 5: Certification of Distributed Energy Resource Equipment.

Confidential Information – See MN DIA Article 9.

Distributed Energy Resource (DER) – A source of electric power that is not directly connected to a bulk power system. DER includes both generators and energy storage technologies capable of exporting active power to an EPS. An interconnection system or a supplemental DER device that is necessary for compliance with this standard is part of a DER. For the purpose of the MN DIP and MN DIA, the DER includes the Customer’s Interconnection Facilities but shall not include the Area EPS Operator’s Interconnection Facilities.

Distribution System – The Area EPS facilities which are not part of the Local EPS, Transmission System or any generation system.

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution System at or beyond the Point of Common Coupling to facilitate interconnection of the DER and render the distribution service necessary to effect the Interconnection Customer’s connection to the Distribution System. Distribution Upgrades do not include Interconnection Facilities.

Effective Date – Agreement(s) shall become effective upon execution by the Parties.

Electric Power System (EPS) – The facilities that deliver electric power to a load.

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Emergency Conditions – a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Area EPS Operator, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Area EPS Operator’s Interconnection Facilities or the Distribution Systems of others to which the Distribution System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Distributed Energy Resource or the Interconnection Customer’s Interconnection Facilities.

Fast Track Process – The procedure as described in MN DIP Section 3 for evaluating an Interconnection Application for a Distributed Energy Resource that meets the eligibility requirements of MN DIP section 3.1.

Force Majeure Event – An act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or another cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and act which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Area EPS Operator, or any Affiliate thereof. The Minnesota Public Utilities Commission is the authority governing interconnection requirements unless otherwise provided for in the Minnesota Technical Requirements.

Interconnection Agreement – The terms and conditions between the Area EPS Operator and Interconnection Customer (Parties). See MN DIP Section 1.1.5 for when the Uniform Statewide Contract or MN DIA applies.

Interconnection Application – The Interconnection Customer’s request to interconnect a new or modified, as described in MN DIP Section 1.6, Distributed Energy Resource. See MN DIP Attachment 2 Simplified Application Form and MN DIP Attachment 3 Interconnection Application Form.

Interconnection Customer – The person or entity, including the Area EPS Operator, whom will be the owner of the DER that proposes to interconnect a DER(s) with the Area EPS Operator’s Distribution System. The Interconnection Customer is responsible for ensuring the Distributed Energy Resource(s) is designed, operated and maintained in compliance with the Minnesota Technical Requirements.

(Continued on Sheet No. 10-276)

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
 INTERCONNECT AGREEMENT (MN DIA)**

Section No. 10
 Original Sheet No. 276

Interconnection Facilities – The Area EPS Operator’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Distributed Energy Resource and Customer Interconnection System and the Point of Common Coupling, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Distributed Energy Resource to the Area EPS Operator’s System. Some examples of Customer Interconnection Facilities include: supplemental DER devices, inverters, and associated wiring and cables up to the Point of DER Connection. Some examples of Area EPS Operator Interconnection Facilities include sole use facilities; such as, line extensions, controls, relays, switches, breakers, transformers and shall not include Distribution Upgrades or Network Upgrades.

Material Modification – A modification to machine data, equipment configuration or to the interconnection site of the DER at any time after receiving notification by the Area EPS Operator of a complete Interconnection Application that has a material impact on the cost, timing, or design of any Interconnection Facilities or Upgrades, or a material impact on the cost, timing or design of any Interconnection Application with a later Queue Position or the safety or reliability of the Area EPS.¹

MN DIA - The Minnesota Distributed Energy Resource Interconnection Agreement. See MN DIP Section 1.1.5 for when the Uniform Statewide Contract or MN DIA applies.

MN DIP – The Minnesota Distributed Energy Resource Interconnection Process. The statewide interconnection standards.

MN Technical Requirements or Minnesota Technical Requirements – The term including all of the DER technical interconnection requirement documents for the state of Minnesota; including: 1) Attachment 2 Distributed Generation Interconnection Requirements established in the Commission’s September 28, 2004 Order in E-999/CI-01-1023) until superseded and upon Commission approval of updated Minnesota DER Technical Interconnection and Interoperability Requirements in E-999/CI-16-521 (anticipated February 2019.)

¹ A Material Modification shall include, but may not be limited to, a modification from the approved Interconnection Application that: (1) changes the physical location of the point of common coupling; such that it is likely to have an impact on technical review; (2) increases the nameplate rating or output characteristics of the Distributed Energy Resource; (3) changes or replaces generating equipment, such as generator(s), inverter(s), transformers, relaying, controls, etc., and substitutes equipment that is not like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; (4) changes transformer connection(s) or grounding; and/or (5) changes to a certified inverter with different specifications or different inverter control settings or configuration. A Material Modification shall not include a modification from the approved Interconnection Application that: (1) changes the ownership of a Distributed Energy Resource; (2) changes the address of the Distributed Energy Resource, so long as the physical point of common coupling remains the same; (3) changes or replaces generating equipment such as generator(s), inverter(s), solar panel(s), transformers, relaying, controls, etc. and substitutes equipment that is like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; and/or (4) increases the DC/AC ratio but does not increase the maximum AC output capability of the Distributed Energy Resource.

(Continued on Sheet No. 10-277)

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECT AGREEMENT (MN DIA)**

Section No. 10
Original Sheet No. 277

Nameplate Rating: nominal voltage (V), current (A), maximum active power (kWac), apparent power (kVA), and reactive power (kvar) at which a DER is capable of sustained operation. For a Local EPS with multiple DER units, the aggregate nameplate rating is equal to the sum of all DERs nameplate rating in the Local EPS, not including aggregate capacity limiting mechanisms such as coincidence factors, plant controller limits, etc. that may be applicable for specific cases. (Aggregate Nameplate Rating). The nameplate ratings referenced in the MN DIP are alternating current nameplate DER ratings See MN DIP Section 5.14 on Capacity of the Distributed Energy Resource.

Network Upgrades – Additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the DER interconnects with the Area EPS Operator’s System to accommodate the interconnection with the DER to the Area EPS Operator’s System. Network Upgrades do not include Distribution Upgrades.

Notice of Dispute – The disputing Party shall provide the other Party this written notice containing the relevant known facts pertaining to the dispute, the specific dispute and the relief sought, and express notice by the disputing Party that it is invoking the procedures under MN DIP 5.3.

Operating Requirements – Any operating and technical requirements that may be applicable due to the Transmission Provider’s technical requirements or Minnesota Technical Requirements, including those set forth in this Agreement.

Party or Parties – The Area EPS Operator and the Interconnection Customer.

Point of Common Coupling (PCC) – The point where the Interconnection Facilities connect with the Area EPS Operator’s Distribution System. See figure 1. Equivalent, in most cases, to “service point” as specified by the Area EPS Operator and described in the National Electrical Code and the National Electrical Safety Code.

(Continued on Sheet No. 10-278)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

MINNESOTA DISTRIBUTED ENERGY RESOURCE
 INTERCONNECT AGREEMENT (MN DIA)

Section No. 10
 Original Sheet No. 278

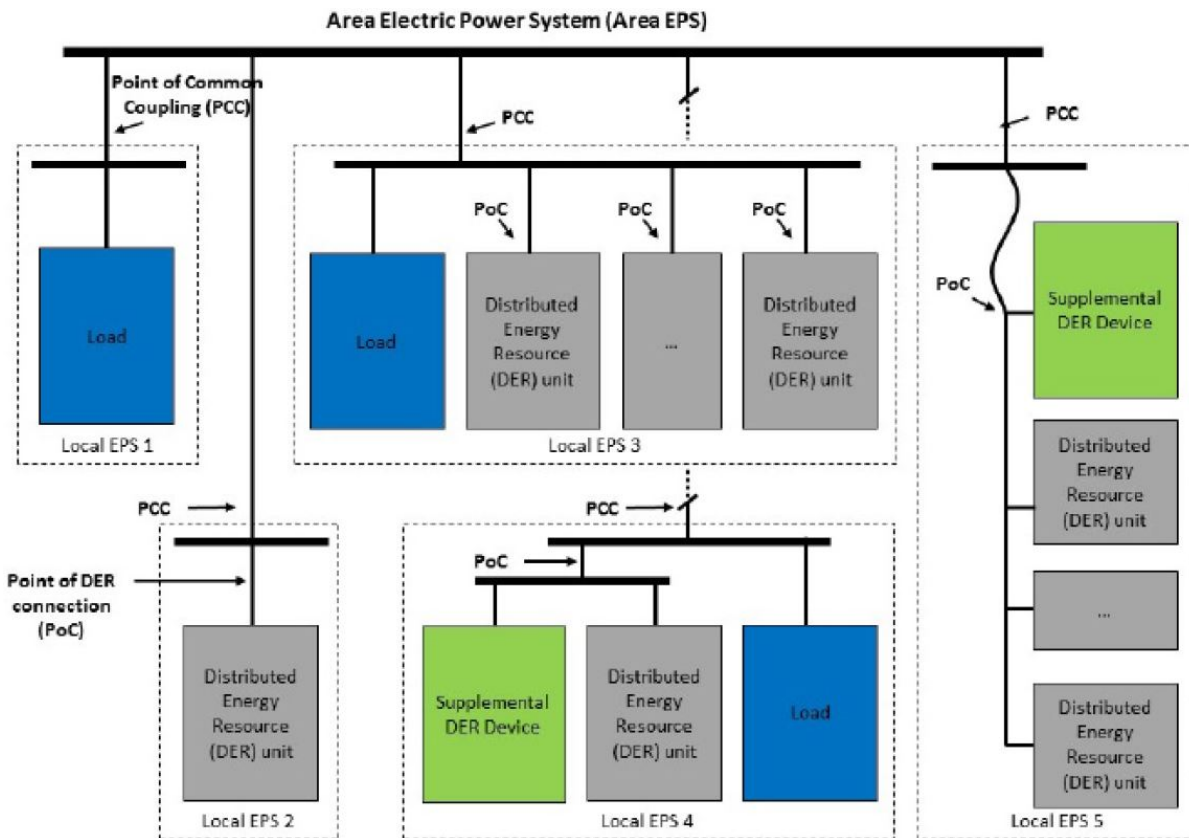


Figure 1: Point of Common Coupling and Point of DER Connection
 (Source: IEEE 1547)

Point of DER Connection (PoC) – When identified as the Reference Point of Applicability, the point where an individual DER is electrically connected in a Local EPS and meets the requirements of this standard exclusive of any load present in the respective part of the Local EPS (e.g., terminals of the inverter when no supplemental DER device is required.) For DER Unit(s) that are not self-sufficient to meet the requirements without (a) supplemental DER device(s), the point of DER connection is the point where the requirements of this standard are met by DER in conjunction with (a) supplemental DER device(s) exclusive of any load present in the respective part of the Local EPS.

Queue Position – The order of a valid Interconnection Application, relative to all other pending valid Interconnection Applications, that is established based upon the date- and time- of receipt of the complete Interconnection Application as described in MN DIP sections 1.5.2 and 1.8.

(Continued on Sheet No. 10-279)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**MINNESOTA DISTRIBUTED ENERGY RESOURCE
INTERCONNECT AGREEMENT (MN DIA)**

Section No. 10
Original Sheet No. 279

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under these procedures, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Reference Point of Applicability – The location, either the Point of Common Coupling or the Point of DER Connection, where the interconnection and interoperability performance requirements specified in IEEE 1547 apply. With mutual agreement, the Area EPS Operator and Customer may determine a point between the Point of Common Coupling and Point of DER Connection. See Minnesota DER Technical Interconnection and Interoperability Requirements for more information.

Simplified Process – The procedure for evaluating an Interconnection Application for a certified inverter-based DER no larger than 20 kW that uses the screens described in MN DIP section 3.2. The Simplified process includes simplified procedures. MN DIP Attachment 2 Simplified Application Form includes a brief set of terms and conditions and the option for an Interconnection Agreement described in MN DIP 1.1.5. See MN DIP Section 2 Simplified Process.

Study Process – The procedure for evaluating an Interconnection Application that includes the MN DIP Section 4 scoping meeting, system impact study, and facilities study.

Tariff – The Area EPS Operator's Tariff filed in compliance with the Minnesota Distributed Energy Resource Interconnection Procedures (MN DIP) and approved by the Minnesota Public Utilities Commission (MPUC or Commission).

Transmission Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System relevant to the Interconnection.

Transmission Provider – The entity (or its designated agent) that owns, leases, controls, or operates transmission facilities used for the transmission of electricity. The term Transmission Provider includes the Transmission Owner when the Transmission Owner is separate from the Transmission Provider. The Transmission Provider may include the Independent System Operator or Regional Transmission Operator.

Transmission System – The facilities owned, leased, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service. See the Commission's July 26, 2000 Order Adopting Boundary Guidelines for Distinguishing Transmission from Generation and Distribution Assets in Docket No. E-999/CI-99/1261.

Uniform Statewide Contract – State of Minnesota's standard, uniform contract that must be applied to all qualifying new and existing interconnections between a utility and DER having capacity less than 40 kilowatts if interconnecting with a cooperative or municipal utility and 1,000 kilowatts if interconnecting with a public utility. (Minn. Rules 7835.9910)

Upgrades – The required additions and modifications to the Area EPS Operator's Transmission or Distribution System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

(Continued on Sheet No. 10-280)

Interconnection Customer Application No: Case No - [05766897](#)
Address of DER System: [2801 Red Wing Blvd., Hastings Minnesota 55033](#)

**Minnesota Distributed Energy Resource
Interconnection Agreement (MN DIA)**

**Attachment 2: Description and Costs of the Distributed Energy Resource,
Interconnection Facilities, and Metering Equipment (as authorized by Tariff Sheet 10-280)**

Equipment, including the Distributed Energy Resource, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Area EPS Operator. The Area EPS Operator will provide a good faith estimate itemized cost, including administrative overheads, of its Interconnection Facilities and metering equipment, and a good faith estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. The Area EPS shall inform the Interconnection Customer of the option to either pay the metering costs upfront or through a monthly metering fee and provide the customer a copy of the tariff with the metering fee pursuant to MN DIP 5.4.

The DER (as defined in Glossary to the MN DIA) is owned by the Interconnection Customer.

The Interconnection Facilities (as defined in Glossary to the MN DIA) consist of all facilities and equipment between the DER and the Point of Common Coupling and are composed of the Area EPS Operator's Interconnection Facilities and the Interconnection Customers' Interconnection Facilities. Except as specified below, the Interconnection Customer's Interconnection Facilities owned by the Interconnection Customer consist of: supplemental DER devices, inverters, and associated wiring and cables up to the Point of DER Connection; and the Area EPS Operator Interconnection Facilities owned by the Area EPS Operator include sole use facilities such as, line extensions, controls, relays, switches, breakers, transformers, and any recloser facility dedicated for use by the DER. This definition does not include other equipment owned by the Area EPS Operator such as Distribution Upgrades or Network Upgrades.

Metering Equipment

All metering equipment is owned by the Area EPS Operator.

MN DIP 5.4 states:

Any metering requirements necessitated by the use of the DER shall be installed at the Interconnection Customer's expense. The Interconnection Customer is responsible for replacement meter costs not covered in the Interconnection Customer's general customer charge. The Area EPS Operator may charge Interconnection Customers an ongoing metering-related charge for an estimate of ongoing metering-related costs specifically demonstrated and approved in tariff regardless of the choice of meter payment. The Area EPS Operator shall offer the Interconnection Customer the following payment options:



MN DIA Attachment 2, Page 2

5.4.1 Pay upfront the cost of metering requirements for the DER. Any maintenance or replacement costs may be billed separately to the Interconnection Customer after these costs are incurred.

5.4.2 Pay a tariffed monthly charge for the actual, DER-related meter and metering-related costs. If no tariffed monthly charge is an exact match, then the closest applicable tariffed monthly charge shall apply; unless metering requirements are so different that individual case basis pricing should apply.

If a closely applicable metering and/or telemetry charge is identified in the Section 10 tariff of the Area EPS Operator, that charge shall apply and the then-current charge in the Section 10 tariff shall apply as the tariff is revised or changed. If prior to having any such applicable charge in the Section 10 tariff there is a closely applicable charge in the Section 9 tariff of the Area EPS Operator, then that charge shall apply and shall change as that Section 9 tariff is revised or changed. The Section 9 tariff charge will no longer be applicable once there is a closely applicable Section 10 or other tariff charge that applies. If the closely applicable metering and/or telemetry charge is identified in any tariff of the Area EPS Operator but not in the Section 10 or Section 9 tariff, then that other tariff charge shall apply. If there is a closely applicable tariffed monthly metering fee in the current tariff as of the time of the signing of the MN DIA, it is attached to this Attachment 2.

As of the time of signing this MN DIA, the following upfront metering and/or telemetry charges apply: \$0.

Bundled monthly metering service cost:

Meter Description	Customer Class	Bundled Monthly Metering Service (upfront and ancillary metering costs included)
Single Phase, under 100 kW	Residential	\$3.40
	Small Commercial	\$4.60
	Large Commercial	\$6.10
Three Phase, under 100 kW	Residential	\$4.20
	Small Commercial	\$5.40
	Large Commercial	\$6.90
100kW to 249.99kW Self-Contained Production Meter (not requiring real-time data)	All	\$6.90
100kW to 249.99kW – Three Phase, Instrument-rated Production Meter (not requiring real-time data)	All	\$12.00
250kW to 10 MW – Three Phase, Instrument-rated Production Meter (requiring real-time data)	All	\$72.00*

Meter Description	Upfront Metering Price (customer is responsible for maintenance and replacement costs)	Monthly Ancillary Metering Service (metering costs are pre-paid)
Under 250kW	\$0	See Sec.10 of Tariff for more information regarding bundled pricing
250kW to 1MW	\$2,740	\$44.00*

Please reference the Uniform Statewide Contract and Section 10 Tariff for more information regarding up-front/bundled meter pricing along with the monthly ancillary meter service pricing.

The monthly charge may changeover time in line with the most closely applicable tariffed metering rate, provided that the metering here is not so different from the tariffed description. If the metering is so different from the tariffed description, then individual case base pricing shall apply.

*Includes monthly mobile network costs and annual maintenance



MN DIA Attachment 2, Page 3

Good Faith Estimated Itemized Cost

Pursuant to MN DIA 4.1.1, the following are good faith estimated itemized costs, including overheads, for the purchase and construction of the Area EPS Interconnection Facilities, but not including metering that is addressed above: **\$0.00.**

The purchase and construction of the Area EPS Interconnection Facilities includes the following:

- Conductor and Pole Modifications:
 - NA
- Switches and Fuses
 - NA
- Distribution Transformers
 - NA

Total of good faith estimate of upfront metering (if applicable) and Area EPS Interconnection Facilities to be charged to Interconnection Customer: \$0.00.

For applications subject to the Xcel Energy Cost Sharing Program, which applies to applications under 40 kW AC deemed complete after January 1, 2023: The Cost Sharing Fund has allocated \$0.00 for the above work. This leaves the Interconnection Customer's up-front share of the above work as \$0.00.

Total actual costs may be markedly different from the above good faith estimated costs.

The Interconnection Customer is responsible for payment of the actual costs not covered by the Cost Sharing Fund in full upon signing the MN DIA.

The amounts in this Attachment 2 are in addition to the amounts reflected in Attachment 6. One or more SOWs or bills may be issued to reflect payments due under Attachments 2 and 6.



MN DIA Attachment 3, Page 1

**Attachment 3: One-line Diagram Depicting the Distributed Energy Resource,
Interconnection Facilities, Metering Equipment, and Upgrades**

PROJECT DESCRIPTION	
SYSTEM SIZE (DC)	186.24 kW
SYSTEM SIZE (AC)	125.00 kW
DC/AC RATIO	1.490
AZIMUTH	151.63°
TILT	10°
MODULE TYPE	Q.CELL (485W) Q.PEAK DUO XL-G10.3/BFG
MODULE COUNT	384
INVERTER TYPE	SUNNY TRIPOWER CORE1 62-US-41 (SMA)
INVERTER POWER (kW)	62.5kW PER
RACKING	ROOF MOUNT
MONITORING	SMA
PROJECT AREA	~9,600 FT ²
MIN./MAX. TEMP	-28°C / 32°C

OTHER NOTES
 CASE #: 05766897

NO POSITION, DISTANCE, OR CLEARANCE ISSUES WITH OVERHEAD ELECTRIC SERVICE LINES OR OTHER UTILITIES IN RELATION TO THE PV PANELS

24/7 UNESCORTED ACCESS VIA LOXBOX FOR THE UTILITY METERS AND UTILITY AC DISCONNECT. PRODUCTION METER WILL HAVE 24/7 UNESCORTED KEYLESS ACCESS

REVISIONS				
#	DESCRIPTION	BY	CHK'D	DATE
0	INTERCONNECTION SET	JL	MH	03/08/2024
1	INTERCONNECTION SET	JL	MH	04/24/2024
2	INTERCONNECTION SET	JL	MH	08/14/2024

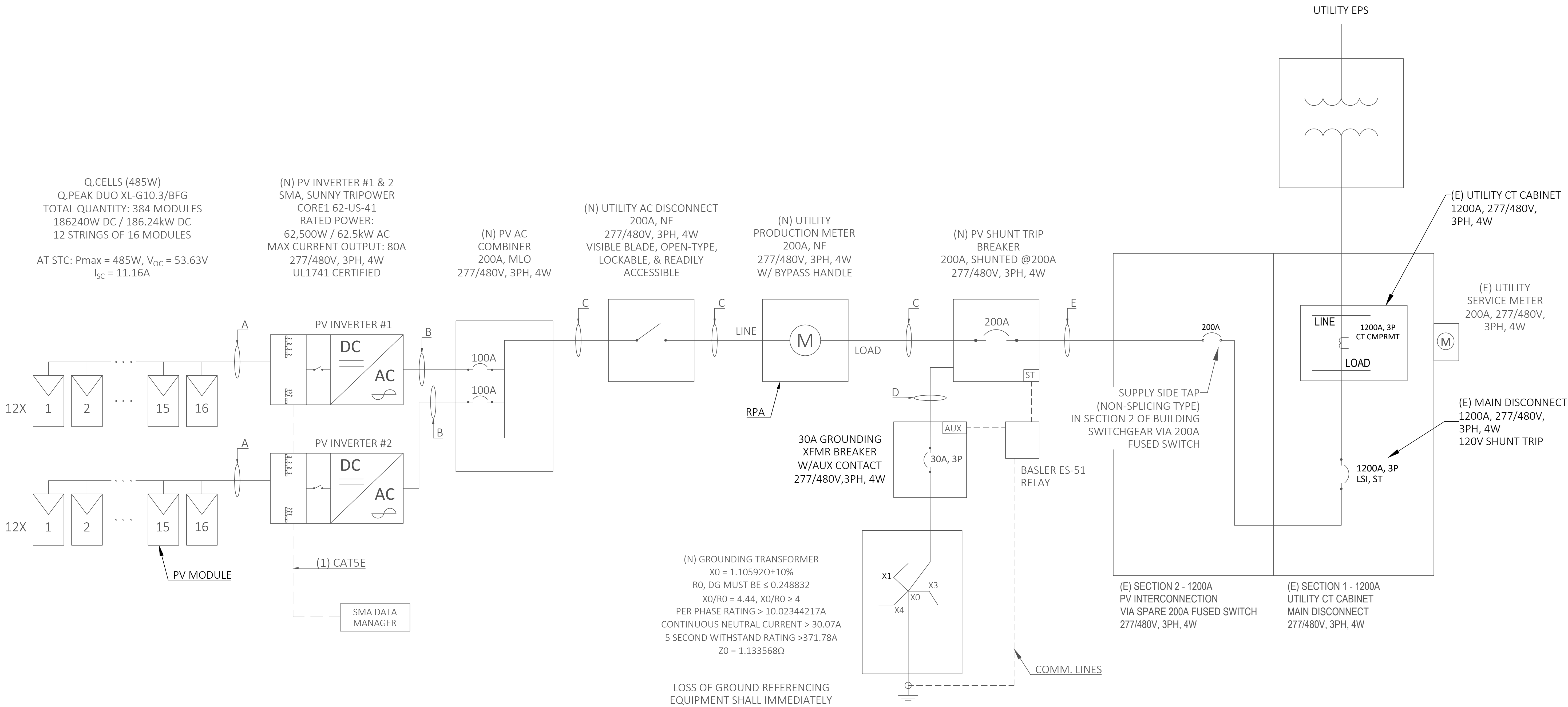
DRAWN BY :
 JORIDA LATIFI

PROJECT NAME & JOB #: 1939
 APEX FACILITY SOLUTIONS

SHEET DESCRIPTION :
 ONE LINE DIAGRAM

SPACE FOR PE STAMP :

SHEET :
PV-2.0



CABLE SCHEDULE							
CABLE ID	QTY	PARALELL RUNS	CONDUCTOR SIZE	CONDUCTOR MATERIAL	TYPE	RACEWAY TYPE	VOLTAGE
A	24	1	#10 AWG	CU	RHW-2, 2000V PV WIRE	2" EMT	1000V dc
	1		#6 AWG	CU	THHN/THWN-2 (GND)		
B	4	1	#1 AWG	ALU	XHHW-2 (BRN, ORG, YLLW, GRY)	1 1/2" EMT	480/277V
	1		#8 AWG	CU	THHN/THWN-2 (GND)		
C	4	1	250 KCMIL	ALU	XHHW-2 (BRN, ORG, YLLW, GRY)	2 1/2" EMT	480/277V
	1		#6 AWG	CU	THHN/THWN-2 (GND)		
D	3	1	#8 AWG	CU	THHN/THWN-2 (BRN, ORG, YLLW)	1 1/2" EMT	480/277V
	1		#2/0 AWG	CU	THHN/THWN-2 (GRY)		
	1		#6 AWG	CU	THHN/THWN-2 (GND)		
E	4	1	250 KCMIL	ALU	XHHW-2 (BRN, ORG, YLLW, GRY)	2 1/2" SCHD 80 PVC	480/277V
	1		#4 AWG	CU	THHN/THWN-2 (GND)		

DISTANCES BETWEEN EQUIPMENT		
FROM	TO	DISTANCE
MODULES	INVERTER	MAX 160'
INVERTER	PV AC COMBINER	130'-0"
PV AC COMBINER	UTILITY PV AC DISCONNECT	1'-0"
UTILITY PV AC DISCONNECT	UTILITY PRODUCTION METER	1'-0"
UTILITY PRODUCTION METER	GROUNDING TRANSFORMER	1'-0"
GROUNDING TRANSFORMER	PV SHUNT TRIP BRAKER	1'-0"
PV SHUNT TRIP BRAKER	UTILITY SERVICE METER	80'-0"
UTILITY PRODUCTION METER	UTILITY SERVICE METER	84'-0"

- NOTES :**
- INVERTERS ARE UL1741-SB CERTIFIED
 - PV MODULES ARE UL1703 CERTIFIED
 - PV SYSTEM DESIGN MEETS UL3741
 - DESIGN SHALL MEET NEC 2023
 - SECONDARY INTERCONNECTION
 - THE UTILITY PRODUCTION METER AND UTILITY AC DISCONNECT WILL BE TOGETHER IN A READILY ACCESSIBLE LOCATION WITHIN 10' OF EACH OTHER
 - PRODUCTION METER AND UTILITY AC DISCONNECT WILL NOT BE WITHIN 10' OF UTILITY SERVICE METER AS UTILITY SERVICE METER IS LOCATED INSIDE ELECTRICAL ROOM. LOCKBOX ACCESS HAS ALREADY BEEN PROVIDED FOR XCEL ENERGY
 - EXISTING UTILITY SERVICE METER AND OTHER XCEL METERS LOCATED ON INTERIOR OF ELECTRICAL ARE ACCESSIBLE VIA EXISTING LOCKBOX
 - PLACARDS WILL BE PLACED AT UTILITY SERVICE METER AND UTILITY AC DISCONNECT AT MINIMUM, SHOWING LOCATIONS OF ELECTRICAL EQUIPMENT
 - LOSS OF GROUND REFERENCING EQUIPMENT SHALL IMMEDIATELY TRIP THE DER SYSTEM



Attachment 4: Milestones

The Milestone in line (1) below may be a calendar date. All other dates in this Attachment 4 may be number of Business Days from the calendar date in line (1) or from the completion of a different Milestone described in a specified line number. Similarly, the anticipated In-Service Date may be based on the number of Business Days from the completion of a specified line number.

In-Service Date: Upon successful completion of line (6).

Critical milestones and responsibility as agreed to by the Parties:

Line	Milestone/Anticipated Date	Responsible Party
(1)	Fully executed MN DIA (last signature date below)	Both
(2)	System installation complete, as well as final electrical inspection and proof of insurance documentation uploaded into the application portal. Provide notification to MNDER@xcelenergy.com of completion of this step.	Interconnection Customer
(3)	Upon completion of lines (1) and (2), Interconnection customer will receive confirmation of meter order and may schedule energization/witness testing for open slot at least 7 Business Days prior to desired In-Service Date (ISD). Construction must be completed prior to scheduling this date.	Interconnection Customer
(4)	If DER does not pass the energization/witness testing, Interconnection Customer must schedule another testing. Repeat this line until the DER passes testing.	Interconnection Customer
(5)	Interconnection Customer must, within 10 Business Days of successful testing, complete and resolve punch list items identified during energization/witness testing. Provide notification to MNDER@xcelenergy.com of completion of this step.	Interconnection Customer
(6)	Provide PTO authorization within 5 Business Days after BOTH of these are achieved: 1.) timely completion of line (5); and, 2.) successful testing	Area EPS Operator

Upon notice from the Area EPS Operator to the Interconnection Customer, the above required email notifications to MNDER@xcelenergy.com will not be needed. This notice will be provided after the online portal for receiving documents has been enhanced to automatically provide appropriate notification.

Agreed to by:

For Interconnection Customer: [[CertifiSignature_1_1]]

For Area EPS Operator: [[CertifiSignature_2]]

Date: [[CertifiDate_1_1]]

Date: [[CertifiDate_2]]

For Transmission Owner (if applicable) Date:



**Interconnection Customer Application No: Case No - [05766897](#)
Address of DER System: [2801 Red Wing Blvd., Hastings Minnesota 55033](#)**

**Minnesota Distributed Energy Resource
Interconnection Agreement (MN DIA)**

**Attachment 5: Additional Operating and Maintenance Requirements for the Area EPS
Operator's Distribution System and Affected Systems Needed to Support the Interconnection
Customer's Needs (as authorized by Tariff Sheet 10-283)**

The Area EPS Operator shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Area EPS Operator's Distribution System. Additional operating and maintenance requirements for an Affected System needed to support the Interconnection Customer's needs may be addressed in a separate agreement as described in Article 5.3.

These Operating and Maintenance Requirements (Attachment 5), in this Attachment to the Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA) (as adopted in the Area EPS Operator tariff), provide the specific operating information and requirements for, and facilitates the operation of, the Interconnection Customer's Distributed Energy Resource (DER). The Interconnection Customer must operate the DER in accordance with the Minnesota Technical Requirements, this Attachment 5, as well as all provisions of applicable Area EPS Operator Minnesota tariffs. Unless otherwise defined in this Attachment, capitalized terms herein shall have the meaning provided such terms in the MN DIA. Consistent with the MPUC's January 22, 2020 order in Docket No. E-999/CI-16-521, the Minnesota Technical Requirements comprise both the TIIR and TSM which first become effective on July 1, 2020. After this effective date, the current versions of the TIIR and the Area EPS Operator's TSM can be accessed at the following link: https://www.xcelenergy.com/working_with_us/how_to_interconnect. In the event that this link changes over time or no longer points to the then-current TIIR or TSM, the Interconnection Customer can contact the Area EPS Operator for instruction on how to access the then-current versions of these documents.

Nothing in this Attachment is intended to or shall be construed as limiting Area EPS Operator's rights under the Area EPS Operator Minnesota tariffs. In the event of a conflict between this Operating and Maintenance Agreement and any law, regulation and/or the Area EPS Operator Minnesota tariff, the law, regulation or Area EPS Operator Minnesota tariff shall control, and the conflicting Operating and Maintenance Agreement provision shall have no effect. In the event of such a conflict, the remaining terms of this Operating and Maintenance Agreement shall remain in effect.

This Operating and Maintenance Agreement may be reviewed and amended by the Parties periodically to allow the operation of the DER to change to meet the needs of both Area EPS Operator and Interconnection Customer, provided that change does not negatively affect the operation of the distribution or transmission system of Area EPS Operator. In addition, the Parties may amend this Operating and Maintenance Agreement to reflect operating changes required by regulatory authorities having jurisdiction over the matters governed by this

Attachment, such as changes required by the Minnesota Public Utility Commission, the Federal Energy Regulatory Commission or the Midwest Independent System Operator.

If the power factor, or any other provision of this Attachment 5, at any time is in the sole determination of the Area EPS Operator no longer consistent with the provisioning of adequate quality of electricity for retail customers of the Area EPS Operator, or for other reliability or safety considerations or other reasons addressed in Sections 2 and 3 below, then this shall be considered to be an Emergency Condition (as described in MN DIA). If the Interconnection Customer has not countersigned an amendment to this Amendment 5 tendered to it by the Area EPS Operator to address and resolve this Emergency Condition, the Area EPS Operator shall be able to take all actions to address this Emergency Condition as set forth in the MN DIA. Any such amendment may include reasonable requirements to show proof that applicable changes have been made to the DER.

This Attachment sets forth the technical terms pursuant to which Interconnection Customer may export energy to Area EPS Operator from the DER. This Attachment does not provide for the amount, metering, billing and accounting for the export of energy from the DER, nor does it constitute Area EPS Operator's agreement to purchase or pay for any such energy. Any such arrangements will be provided for in a separate written agreement.

1.0 Definitions

- 1.1 "Distributed Energy Resources" (DERs) include all sources, including energy storage systems. All sources interconnected in parallel with Xcel Energy's system require an interconnection review.
- 1.2 "Engineering Study" means the system impact study or facilities study performed by Area EPS Operator as part of the interconnection process conducted pursuant to the MN DIP.
- 1.3 "Area EPS Operator Control Center Contact" is as defined in Section 9.2.
- 1.4 "Interconnection Customer Control Center Contact" is as defined in Section 9.3.
- 1.5 Unless specifically defined otherwise, all measurements and performance requirements will be measured at the Reference Point of Applicability (RPA), as defined by IEEE 1547.

2.0 Power Factor Requirements

The power factor of the DER and connected load shall be as follows. Inverter based interconnections shall, at minimum, be designed to be capable of operating fully at a power factor range of 90% leading to 90% lagging at the inverter terminals. The specific power factor for this DER is specified in par. 2.1.1 below.

2.1 Normal operation:

- 2.1.1 Interconnection Customer will operate the DER as an inverter-based DER at a power factor as identified by the Engineering Study to mitigate voltage or power quality issues

resulting from the interconnection of the DER. Operation outside the specified power factor range is not allowed at any time without permission by Area EPS Operator. It is the responsibility of Interconnection Customer and not Area EPS Operator to assure that all equipment is sized properly so as to not curtail real power production if that is an objective of the Interconnection Customer.

A. If Interconnection Customer is operating the DER at a fixed power factor, it shall be power factor 0.98 (leading). The use of the term “leading” means the DER is absorbing reactive power. The use of the term “lagging” means the DER is injecting reactive power. This power factor is specified at the reference point of applicability (RPA). This power factor is subject to change over time where in the judgment of the Area EPS Operator a change is needed in order to maintain appropriate quality of electricity to the retail customers of the Area EPS Operator and for reliability and safety issues as more distributed energy resources are added to a feeder, feeders are reconfigured, as load changes on a feeder, or for other reasons. The possible changes to the power factor are mentioned here to help set expectations that changes to this should be expected over time. The power factor shall be changed upon notice by the Area EPS Operator to the Interconnection Customer.

B. If Interconnection Customer is operating the DER using a Smart Inverter, the dynamic power factor shall be set in Volt-VAR Mode using the following parameters. These parameters are described in the Xcel Energy MN Standard URP Settings and are defined by IEEE 1547-2018.

QV_CURVE_V1-SS	0.92	V p.u.
QV_CURVE_Q1-SS	0.44	Var p.u.
QV_CURVE_V2-SS	0.98	V p.u.
QV_CURVE_Q2-SS	0.0	Var p.u.
QV_CURVE_V3-SS	1.02	V p.u.
QV_CURVE_Q3-SS	0.0	Var p.u.
QV_CURVE_V4-SS	1.08	V p.u.
QV_CURVE_Q4-SS	-0.44	Var p.u.

These parameters are specified at the reference point of applicability (RPA). These parameters are subject to change over time where in the judgment of the Area EPS Operator a change is needed in order to maintain appropriate quality of electricity to the retail customers of the Area EPS Operator and for reliability and safety issues as more distributed energy resources are added to a feeder, feeders are reconfigured, as load changes on a feeder, or for other reasons. These possible changes to the parameters are mentioned here to help set expectations that changes to these parameters should be expected over time. These parameters shall be changed upon notice by the Area EPS Operator to the Interconnection Customer.

2.1.2 In the future, permanent Distribution System reconfigurations, capacity constraints, or other external factors may require that the DER be served from another system and/or may also require that the DER change power factor within the limits identified in Section 2.0 in order to prevent voltage rise or otherwise help to assure the safe and reliable operation of the Distribution System.

2.2 Contingency operation:

2.2.1 Temporary system conditions, such as overvoltage, may require the Area EPS Operator Control Center Contact, in accordance with good utility practice and avoiding, to the extent reasonably possible, a reduction in the DER output (in the sole discretion of Area EPS Operator), to direct the Interconnection Customer Control Center Contact to disconnect or partially curtail the output of the DER. In some cases, and in its sole discretion, Area EPS Operator may permit Interconnection Customer to partially operate or fully restore operation by temporarily applying different power factor settings.

3.0 Start-Up, Shut-Down, and Ramp Rates

3.1 The DER shall delay entry into service by an intentional minimum delay of 300 seconds when the Area EPS Operator Distribution System steady state voltage and frequency are within the ranges specified in Table 4 of IEEE 1547-2018. This entry into service requirement shall also apply for return to service after a DER trips.

3.2 The DER shall increase output of active power, or exchange of active power for energy storage, during entry into service as specified in Clause 4.10.3.c of IEEE 1547-2018 with an entry into service time period setting of 300 seconds. This entry into service requirement shall also apply for return to service after a DER trips.

3.3 In order to mitigate voltage or power quality issues, the Area EPS Operator reserves the right, based upon the Engineering Study or field experience, to specify modifications to the settings in Sections 3.1 and 3.2. Interconnection Customer may also be required to ensure that the inverters for the DER allow random or preprogrammed time delays between the startup of multiple inverters.

3.4 Additional optional ramp rate limitations (or inverter start-up limitations in a solar PV context):

Staggered start for all inverters on the project site.

4.0 Local and Remote Control

4.1 The Interconnection Customer shall ensure that at all times Area EPS Operator has access to a manually operated three-phase ganged lockable service disconnect switch. If transfer trip has been installed, then Interconnection Customer shall also ensure that Area EPS Operator has access to a breaker that can remotely control the DER from Area EPS Operator's systems. To the extent allowed by law, Area EPS Operator shall provide notice to the Interconnection Customer explaining the reason for the disconnection. If there is an emergency described in Section 4.1.1 or 4.1.2 below and prior notice is not reasonably possible, Area EPS Operator shall, after the fact, provide to the Interconnection Customer as to why the disconnection was required. Where reasonably possible, Area EPS Operator shall use commercially reasonable efforts to reconnect the DER in a timely manner. Interconnection Customer agrees and consents to Area EPS Operator's remote tripping or manual disconnection, as reasonably necessary under good utility practice, of the breaker for the DER including, but not limited to, in the following circumstances, as system conditions exceed parameters defined in any IEEE, NESC or ANSI standards:

4.1.1 Electric distribution or DER emergency

4.1.2 Public emergency

4.1.3 Abnormal feeder operation

4.1.4 Planned switching

4.1.5 Interconnection Customer's failure to promptly respond to and execute on Area EPS Operator's request to curtail the output of, or disconnect, the DER.

4.2 If the DER has tripped offline due to an interruption on the Distribution System, Interconnection Customer shall contact the Area EPS Operator "Electric Emergency/Outage" Number 800-895-1999 to report the unplanned interruption or outage.

5.0 Outages of the Distribution System

Upon the occurrence of an emergency outage(s) (defined as any unplanned interruption of Area EPS Operator's Distribution System), Interconnection Customer shall do the following:

5.1 If there is automation installed on the feeder, then the DER will be automatically disconnected from Area EPS Operator's electric Distribution System when not served by the normal source.

5.2 Area EPS Operator shall use commercially reasonable efforts to promptly restore the DER to service, consistent with good utility practice.

5.3 Unless otherwise directed by the Area EPS Operator, during a momentary (defined as an interruption of electric service to a customer with disruption less than or equal to 5 minutes) or extended Distribution System interruption, the Interconnection Customer shall follow the requirements of Section 3.0 when returning their system to service.

6.0 Interference

If the DER causes radio, television or electrical service interference to other customers, via the electric power system or interference with the operation of Area EPS Operator, the Interconnection Customer shall disconnect the DER. The Interconnection Customer shall either effect repairs to the DER or reimburse Area EPS Operator for the cost of any required Area EPS Operator modifications due to the interference.

7.0 Electric Distribution System Modification

7.1 At its sole discretion Area EPS Operator may modify its electric Distribution System. Area EPS Operator shall utilize good utility practice in performing these modifications, and provide notice consistent with good utility practices such as by providing telephone notice to the contact in Section 9 below.

7.2 Area EPS Operator shall include the DER in its permanent substation and distribution system reconfigurations and consider accommodations to Interconnection Customer consistent with good utility practice.

7.3 The DER must be designed and interconnected such that the reliability and the service quality for all customers of the electrical power system are not compromised. The Interconnection Customer is responsible for all costs associated with the installation, operation, and maintenance of the DER. The Interconnection Customer shall be responsible for any expenses, which may be incurred by Area EPS Operator as a result of any changes or modifications of the Interconnection Customer's DER. Any changes to the design or component parts of the DER shall follow the MN DIP process.

8.0 Contingency Configurations

8.1 During contingency operations, should voltage or power quality issues arise from operation of the DER, at the direction of the Area EPS Operator Control Center Contact the Interconnection Customer shall disconnect the DER if, in Area EPS Operator's sole discretion, it believes disconnection would facilitate maintaining compliance with ANSI- C84.1-2016 voltage requirements or other relevant industry standard.

8.2 During contingency operations, if the DER creates loading, overloading or protection issues, at the direction of the Area EPS Operator Control Center Contact the Interconnection Customer shall disconnect the DER if, in Area EPS Operator's sole discretion, it believes disconnection is consistent with good utility practice.

8.3 The Area EPS Operator may, in its sole discretion, disconnect the DER during abnormal system conditions or contingency operations. The DER shall not be reconnected to the system until the Area EPS Operator indicates the conditions requiring the DER to be disconnected are resolved.

8.4 DER shall cease operation for loss of DER ground referencing equipment, if applicable, or loss of any other required DER component related to the safe and reliable operation of the DER.

9.0 Telephone Contact Information for Operational Issues

9.1 Each Party shall contact each other for planned and emergency operational issues related to the DER, when reasonable. In order to permit Area EPS Operator and Interconnection Customer to take immediate action, Interconnection Customer and Area EPS Operator shall at all times provide to each other the contact information for emergency and planned outages, who shall be available twenty-four (24) hours a day, seven (7) days a week and be able to take action with respect to the operation of the DER and the Distribution System, respectively. In order to maintain expedient restoration of the system, please note that Xcel Energy may not be able to contact the Interconnection Customer during emergency outages. The Interconnection Customer should report Xcel Energy outages to Xcel Energy through the Electric Outage Call Center number listed below.

9.2 The contact information for Xcel Energy that is available to Interconnection Customer twenty (24) hours a day, seven (7) days a week to report Xcel Energy outages affecting the Interconnection Customer, and for updates on expected restoration of service during unplanned outages, is:

Electric Outage Call
Center (800) 895-1999

9.3 The contact information for Interconnection Customer's Control Center that is available to Xcel Energy twenty (24) hours a day, seven (7) days a week is:

[[SertifiLG 1 1]]

9.4 Each Party shall keep the other informed of their above-identified contact information in this Section 9. Notice of changes to this information shall be provided immediately pursuant to Article 13 of the MN DIA.

10.0 Right of Access

10.1 At all times, Area EPS Operator shall have access to the disconnect switch of the DER for any reasonable purpose in connection with: the performance of its obligations under the MN DIA (including this Operating and Maintenance Agreement); to meet its obligation to operate the Area EPS Operator system safely and reliably; to comply with law or regulation; or, to provide service to its customers.

10.2 At all times, the Interconnection Customer shall give Area EPS Operator access to Area EPS Operator's equipment and facilities located on the Interconnection Customer's premises when necessary for Area EPS Operator to: perform its obligations under the MN DIA (including this Operating and Maintenance Agreement); meet its obligation to operate the Area EPS Operator system safely and reliably; to comply with law or regulation; or, provide service to its customers.

10.3 Consistent with the above, in order to allow Xcel Energy to have reasonably safe access, the Interconnection Customer needs to build, maintain, or otherwise always have in place, all of the following: 1.) a road grade no steeper at any point than 12% on any private road at this site; 2.) a permanent drivable (road) surface associated with this site so that Xcel Energy on a 24 hour a day, seven days a week, basis can access its equipment, including but not limited to lines, poles, transformers, billing meters, underground facilities and other facilities, but excluding production meters. The drivable road surface also needs to include appropriate turn-around locations. The road and turn-around need to be reasonably sufficient to support the use of a 10 ton truck (loaded with transformers, poles, and crews) and hauling a heavily-loaded trailer. A violation of any of these provisions at any time shall be considered to be a violation of the Interconnection Agreement that allows Xcel Energy to disconnect the DER.

11.0 Routine Maintenance Requirements

11.1 Interconnection Customer shall maintain the system in good working order.

11.2 Interconnection Customer shall perform maintenance in accordance with manufacturer recommendations and intervals.

12.0 Generation Metering, Monitoring, and Control

12.1 When telemetry is required, the Interconnection Customer is financially responsible for the communications channel associated with Area EPS Operator's Remote Monitoring System. The communication channel shall comply with Area EPS Operator requirements and standards. If the communications cabinet and/or communication channel is provided by Area EPS Operator, the Interconnection Customer shall be responsible for operating and maintenance costs, and replacement of any failed parts or materials.

12.2 Interconnection Customer shall be responsible for costs associated with emergency repairs, scheduled repairs, or replacement of parts for the telemetry system.

12.3 Interconnection Customer shall be responsible for replacement costs for advanced metering equipment, such as an ION meter.

12.4 Interconnection Customer is responsible for assuring network equipment functions properly to facilitate communications between the Area EPS Operator communications cabinet and all meters on site. Any failure of Interconnection Customer provided equipment between the communication cabinet and meters shall be repaired or replaced by the Interconnection Customer within seven (7) calendar days of the first day of improper functioning of this equipment. This includes wiring, connectors, switches, panels, all other hardware, fiber or Ethernet, Remote Terminal Unit (RTU), 120 V power source, etc. To the extent this equipment is not working properly, there may be delayed payment for generation. Failure of the Interconnection Customer to repair the improperly working equipment within this seven (7) calendar day period may result in disconnection of the DER from Area EPS Operator's Distribution System, with permission to reconnect only granted after the situation is corrected.

13.0 Modifications to the DER

13.1 The Interconnection Customer shall notify Area EPS Operator, in writing of plans for any modifications to the DER interconnection equipment at least twenty (20) business days prior to undertaking such modification.

13.2 Modification or replacement with respect to any of the interconnection equipment, including all power conversion equipment, protective systems, DER control systems, the transfer switches/breakers, VT's & CT's, generating capacity and associated wiring shall be included in the notification to Area EPS Operator. Any such proposed modification shall also comply with any applicable requirement in the MN DIP or MN DIA.

13.3 The Interconnection Customer agrees not to commence installation of any modifications to the DER until Area EPS Operator has approved the modification, in writing.

13.4 Area EPS Operator shall have a minimum of five (5) business days and a maximum of ten (10) business days, to review and respond to the modification, after the receipt of the information required to review the modifications.

14.0 Special Facilities

14.1 Interconnection Customer may request underground facilities where Company standard construction is overhead facilities.

14.2 The Company will determine if the request will not adversely affect the reliability, operational integrity, or schedule of required work.

14.3 The Interconnection Customer shall be responsible for Operating, Maintenance and Replacement costs of the special facilities. In this context, the term "special facilities" means facilities which the Company builds or installs which differ from the Company's typical construction standards. For example, this would include the situation where the Interconnection Customer, for aesthetics, permitting, or any other reason, requests underground facilities even though from a technical perspective overhead facilities would be sufficient.

14.4 Perpetual easements will be granted Company at no cost to the Company whenever any portion of the underground Distribution System is located on private land. Said easements also will allow the Company access for inspection, maintenance, and repair of Company facilities.

15.0 Energy Storage Systems Only

15.1 The Energy Storage System application must include an approved MN DIP Exhibit B For Energy Storage and Declaration of Electric Storage Operation, as required by the Xcel Energy Technical Specification Manual (TSM), Section 10.4.

15.2 The Energy Storage System will operate according to a Configuration Compliant with Tariffs, as defined by the Xcel Energy TSM, Section 10.11, or any then-current version of the TSM.

15.3 To qualify for export, the Energy Storage System must be charged by 100% renewable energy. Any storage mixture of non-renewable energy disqualifies the system from exporting. If charging is not 100% renewable energy, then the Generation System may be used with non-export from the Energy Storage System to the grid.

15.4 System software or programming that can be modified such that the Energy Storage System would no longer be in compliance with this Operating Agreement must be inaccessible and/or password protected, with access restricted to manufacturer/developer/installer. This may include locks or other physical security or other means of securing the settings; or as mutually agreed upon on a case-by- case basis. Only the operational modes listed as enabled in this Operating Agreement are allowed unrestricted access.

15.5 Xcel Energy has the right to conduct inspections at any time to verify compliance if problems arise or indications of possible non-compliance with this Operating Agreement are present.

15.6 The magnitude of Inadvertent Export shall be less than the total Generation System facility nameplate rating (kW-gross) and the duration of export of power from the customer shall be less than 30 seconds for any single event.

15.7 Energy Storage Systems shall be subject to the same requirements as the Generation System, as defined by this agreement.

Interconnection Customer Application No: Case No - [05766897](#)
Address of DER System: [2801 Red Wing Blvd., Hastings Minnesota 55033](#)

**Minnesota Distributed Energy Resource
Interconnection Agreement (MN DIA)**

Attachment 6: Area EPS Operator's Description of Distribution and Network Upgrades and Good Faith Estimates of Upgrade Costs (as authorized by Tariff Sheet 10-284)

The Area EPS Operator shall describe Distribution and Network Upgrades and provide an itemized good faith estimate of costs, including administrative overheads, of these Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Area EPS Operator shall functionalize Upgrade costs and annual expenses as either transmission or distribution related. Additional Distribution or Network Upgrades required for an Affected System may be addressed in a separate agreement as described in Article 5.3.

Description of Distribution and Network Upgrades

Pursuant to MN DIA 4.2 and 5.2, below are good faith estimated itemized costs, including overheads, for the purchase and construction of the Area EPS Distribution Upgrades and Network Upgrades. The good faith estimated costs are contingent upon all projects ahead in the Interconnection Queue moving forward as proposed. Any changes, cancellations, or modifications to the previous projects in the Interconnection Queue may require significant changes in scope and cost to be assessed under this MN DIA. In addition, a good faith cost estimate has been prepared for the Distribution and Substation costs required to accommodate this project. It is produced before any detailed engineering design has begun to provide a firmer estimate that incorporates as many project-specific factors as possible. The good faith estimate is generally based on typical conditions encountered on past construction projects, which may or may not be directly comparable. The engineering indicative cost estimate will only give a broad-based estimate of the possible costs that may be incurred during a potential construction project. Total actual costs may be markedly different from the good faith estimated costs. The Interconnection Customer is responsible for payment of the actual costs.

The following Distribution and Network Upgrades are needed:

Distribution Upgrades – Distribution Lines

None Required

- All new services shall be approved by local inspector prior to Xcel Energy scheduling energization.
- Refer to the Xcel Energy Standard for Electric Installation and Use.
- Easements are required by Xcel Energy to install any facilities on private property. The Customer/Developer is responsible to provide the easement descriptions as well as any costs to obtain the easements. All easements shall utilize Xcel Energy documents and be drafted and recorded by Xcel Energy. Provide 30' private easements for facilities not located along roadways, and 15' if adjacent to road right of way.

- Xcel Energy requires provisions for 24/7, unescorted, keyless access to all metering locations.

Distribution Upgrades – Substation

None required

- There are no substation upgrades required for this project. This is contingent upon all projects ahead in the Interconnection Queue moving forward as proposed. Projects may include other Solar Rewards Community projects as well as all other types of generation interconnection projects such as wind, hydro, or non-program PV. Any changes, cancellations, or modifications to the previous projects in the Interconnection Queue may require significant changes in scope and cost of your projects. Xcel Energy shall communicate any changes to those affected projects as they are identified.

Network Upgrades

None required

Pursuant to MN DIP 5.6.4.1, the Interconnection Customer shall provide reasonable adequate assurances of credit, including a letter of credit or personal guaranty of payment and performance from a creditworthy entity acceptable under the Area EPS Operator credit policy and procedures for the unpaid balance of the above upfront estimated amount and actual costs. The payments shall be as follows:

- A. At least one-third (1/3) of the above estimated upfront costs shall be due no later than when the Interconnection Customer signs the Interconnection Agreement.
- B. At least an additional one-third (1/3) of the above upfront estimated costs shall be due prior to initial energization of the Generation System with the Area EPS Operator.
- C. Remainder of upfront actual costs, incurred by Area EPS Operator, shall be due within 30 days from the date the bill is mailed by the Area EPS Operator after project completion.

The total of the above good faith estimate for Distribution and Network Upgrades to be charged to Interconnection Customer is \$0.

Good Faith Estimates – Annual Operation and Maintenance Costs for Distribution and Network Upgrades

Distribution Upgrades:
\$0.

Network Upgrades:\$0.

Total of above good faith estimated annual O&M costs as of date MN DIA is signed: \$0.

The amounts in this Attachment 6 are in addition to the amounts reflected in Attachment 2. One or more SOWs or bills may be issued to reflect payments due under Attachments 2 and 6.

UNIFORM STATEWIDE CONTRACT FOR COGENERATION AND SMALL POWER PRODUCTION FACILITIES

Customer Name: City of Hastings

Mailing Address: 2801 RED WING BLVD, HASTINGS Minnesota, 55033

Premise Address: 2801 Red Wing Blvd.

Telephone/Cell Number: 651-480-2350

Application #: [05766897](#)

Premise Number: 303426536

Please note the following operating requirements:

Interconnection Customer will operate the DER as an inverter-based DER at a power factor as identified by the Engineering Study to mitigate voltage or power quality issues resulting from the interconnection of the DER. Operation outside the specified power factor range is not allowed at any time without permission by Area EPS Operator. It is the responsibility of Interconnection Customer and not Area EPS Operator to assure that all equipment is sized properly so as to not curtail real power production if that is an objective of the Interconnection Customer.

A). If Interconnection Customer is operating the DER at a fixed power factor, it shall be power factor 0.98 (leading). The use of the term “leading” means the DER is absorbing reactive power. The use of the term “lagging” means the DER is injecting reactive power. This power factor is specified at the reference point of applicability (RPA). This power factor is subject to change over time where in the judgment of the Area EPS Operator a change is needed in order to maintain appropriate quality of electricity to the retail customers of the Area EPS Operator and for reliability and safety issues as more distributed energy resources are added to a feeder, feeders are reconfigured, as load changes on a feeder, or for other reasons. The possible changes to the power factor are mentioned here to help set expectations that changes to this should be expected over time. The power factor shall be changed upon notice by the Area EPS Operator to the Interconnection Customer.

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QV_CURVE_V1-SS	0.92	V p.u.
QV_CURVE_Q1-SS	0.44	Var p.u.
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QV_CURVE_Q2-SS	0.0	Var p.u.
QV_CURVE_V3-SS	1.02	V p.u.
QV_CURVE_Q3-SS	0.0	Var p.u.
QV_CURVE_V4-SS	1.08	V p.u.
QV_CURVE_Q4-SS	-0.44	Var p.u.

These parameters are specified at the reference point of applicability (RPA). These parameters are subject to change over time where in the judgment of the Area EPS Operator a change is needed in order to maintain appropriate quality of electricity to the retail customers of the Area EPS Operator and for reliability and safety issues as more distributed energy resources are added to a feeder, feeders are reconfigured, as load changes on a feeder, or for other reasons. These possible changes to the parameters are mentioned here to help set expectations that changes to these parameters should be expected over time. These parameters shall be changed upon notice by the Area EPS Operator to the Interconnection Customer.

For more information, please refer to the Technical Specifications Manual on Xcel Energy's Interconnection webpage:
<https://mn.my.xcelenergy.com/s/renewable/developers/interconnection>.

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TECHNICAL AND SPECIAL TERMS FOR

Section No. 9

COGENERATION AND SMALL POWER PRODUCTION

2nd Revised Sheet No. 1

CAPACITY. The capability to produce, transmit, or deliver electric energy, which is measured by the number of megawatts alternating current at the point of common coupling between a QF or NMF and a utility's electric system.

FIRM POWER. Firm power is energy delivered by a QF or NMF to the utility with at least 65% on peak capacity factor in the billing period. The capacity factor is based upon a QF's or NMF's maximum on peak metered capacity delivered to the utility during the billing period.

GENERATION SYSTEM. For an interconnection not subject to the MN DIP, the generation system is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling. For an interconnection subject to the MN DIP, this term shall mean Distributed Energy Resources as defined in the MN DIP.

INDIVIDUAL SYSTEM CAPACITY LIMITS.

1. Customers with a facility of 40-kilowatt AC capacity or more and participating in net metering and net billing may be required to limit the total generation capacity of individual distributed generation systems by either: a. for wind generation systems, limiting the total generation system capacity kilowatt alternating current to 120 percent of the customer's on-site maximum electric demand; or b. for solar photovoltaic and other distributed generation, limiting the total generation system annual energy production kilowatt hours alternating current to 120 percent of the customer's on-site annual electric energy consumption.

2. Limits under paragraph 1.(a) applicable to measuring on-site maximum electric demand must be based on standard 15-minute intervals, measured during the previous 12 calendar months. If a facility subject to the demand limits under paragraph 1.(a) has either less than 12 calendar months of actual electric usage or has no demand metering available, then the means of estimating annual demand or usage for purposes of applying these limits will be based on looking at information for similarly situated customers.

3. The total generation capacity of individual distributed generation systems is determined by the total capacity of all of the customer's systems which are on the same set of aggregated meters. On-site maximum electric demand and on-site annual electric energy consumption are determined by total demand or electric energy consumption associated with the same set of aggregated meters.

4. For wind generation systems, the Company will estimate customer demand use for purposes of calculating the 120 percent rule by determining a demand-billed customer's highest billed on-site kW demand in all bills issued during the most recent calendar year. For non-demand customers, the Company shall impute the equivalent peak demand level by first determining the customer's most recent on-site annual (12-month) billed kWh sales. Those kWh sales shall be divided by the product of an assumed 30% annual load factor and the number of actual hours in that year (either 8,760 hours in a standard year or 8,784 hours in a leap year). The resulting quotient will serve as the customer's estimated on site maximum electric demand.

5. For solar photovoltaic and other distributed generation systems, where 12 months of usage data is not available, the Company will estimate customer energy use for purposes of calculating the 120 percent rule by averaging four months of usage. If four months of usage is not available, the Company will apply the limits under paragraph 1.(a) based on looking at information for similarly situated customers.

Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TECHNICAL AND SPECIAL TERMS FOR

Section No. 9

COGENERATION AND SMALL POWER PRODUCTION

1st Revised Sheet No. 1.1

(Continued)

INTERCONNECTION COSTS. The reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a qualifying facility. Costs are considered interconnection costs only to the extent that they exceeded the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated from its own facilities or purchased from other sources an equivalent amount of electric energy or capacity. Costs are considered interconnection costs only to the extent that they exceed the costs utility would incur in selling electricity to the qualifying facility as a non-generating customer.

METERING CHARGE. The monthly metering charge recovers the cost and installation of the additional meter and the associated billing, operating, and maintenance expenses.

MN DIA. The Minnesota Distributed Energy Resource Interconnection Agreement. See Company Section 10 tariff.

MN DIP. The Minnesota Distributed Energy Resource Interconnection Process. See Company Section 10 tariff. The MN DIA shall be considered to be part of the MN DIP.

MN TECHNICAL REQUIREMENTS (OR MINNESOTA TECHNICAL REQUIREMENTS). These are as defined in the MN DIP, Attachment 1, Glossary of Terms, and also include all requirements in the Operating Agreement attached to the MN DIA.

NET INTERCONNECTION CHARGE. The net interconnection charge will be assessed on a non-refundable basis to recover the Company's reasonable costs of connection, switching, transmission, distribution, safety provisions, and administrative costs that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a QF or NMF in excess of the facilities and expenses recovered in the monthly metering charge.

NET METERED FACILITY (NMF). An electric generation facility constructed for the purpose of offsetting energy use through the use of renewable energy or high-efficiency distributed generation sources.

OFF PEAK PERIOD. The off peak period contains all other hours not included in the on peak period. Definition of on peak and off peak period is subject to change with change in Company's system operating characteristics.

ON PEAK PERIOD. The on peak period contains all hours between 9:00 a.m. and 9:00 p.m., Monday through Friday, except the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday.

QUALIFYING FACILITY (QF). A qualifying facility is a cogeneration or small power production facility which satisfies the conditions in 18 Code of Federal Regulations, Part 292.

SMALL QUALIFYING FACILITY (SQF). A small qualifying facility is a qualifying facility with certified capacity of 100 kW AC or less.

Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

EXCESS GENERATION-AVERAGE RETAIL UTILITY ENERGY SERVICE RATE CODE A50

Section No. 9
30th Revised No. 2

AVAILABILITY

This service corresponds to Minn. R. 7835.4012 and Minn. R. 7835.4013 (Average Retail Energy Rate) and to Paragraph 3.a of the Uniform Statewide Contract for Cogeneration and Small Power Production. Available to any qualifying facility (QF) of less than 40 kW AC capacity who receives non-time of day retail electric service from Company and offsets energy delivered by Company. The A50 Rate Code applies to the extent the energy delivered by the customer exceeds that supplied by the Company during the monthly billing period, and the rates below are for that net excess generation.

RATE

Metering charges are as set forth in the Section 10 tariff

Payment per kWh for Energy Delivered to Company in Excess of Energy Used

	<u>Oct-May</u>	<u>Jun-Sep</u>
With Retail Non-Demand Metered Service	\$0.12159	\$0.13149
With Retail Demand Metered Service	\$0.07111	\$0.08394

TERMS AND CONDITIONS OF SERVICE

1. Energy used by customer in excess of energy delivered by the QF at the same site during the same billing period shall be billed in accordance with the appropriate non-time of day retail electric rate.
2. For demand metered General Service customers, the entire kW demand supplied by the Company at the same site during the same billing period shall be billed to the customer according to the appropriate general service demand charge rate.
3. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the QF. The net interconnection charge is the responsibility of the QF.
4. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
5. The customer must comply with the MN Technical Requirements.

Date Filed: 01-03-22

By: Christopher B. Clark

Effective Date: 04-01-22

President, Northern States Power Company, a Minnesota corporation

Docket No. E999/PR-22-9

Order Date: 003-09-22

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**SALE TO COMPANY AFTER CUSTOMER SELF-USE
RATE CODE A51, A52**

Section No. 9
28th Revised Sheet No. 3

AVAILABILITY

This service corresponds to Minn. R. 7835.4012, .4014 (Simultaneous Purchase and Sale Billing Rate) and .4015 (Time-of-Day Purchase Rates) and to Paragraphs 3.b., 3.c., 4.a and 4.b of the Uniform Statewide Contract for Cogeneration and Small Power Production. Available to any qualifying facility (QF) customer of less than 1,000 kW AC capacity. The energy payment rates below apply to the energy which the customer exports to the Company after any self-use by the customer.

RATE

Metering charges are as set forth in the Section 10 tariff

Where the customer receives non-time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company (A51)	<u>Oct-May</u>	<u>Jun-Sep</u>
Energy Payment per kWh	\$0.03031	\$0.03213
Capacity Payment for Firm Power per kWh	\$0.00176	\$0.01252

Where the customer receives time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company (A52)	<u>Oct-May</u>	<u>Jun-Sep</u>
On Peak Energy Payment per kWh	\$0.03821	\$0.04484
Off Peak Energy Payment per kWh	\$0.02613	\$0.02525
Capacity Payment for Firm Power per On Peak kWh	\$0.00506	\$0.03589

DETERMINATION OF FIRM POWER

The customer will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to the Company for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is less than 65, capacity payment will not be made.

(Continued on Sheet No. 9-3.1)

Date Filed: 01-03-22

By: Christopher B. Clark

Effective Date: 04-01-22

President, Northern States Power Company, a Minnesota corporation

Docket No. E999/PR-22-9

Order Date: 03-09-22

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

SALE TO COMPANY AFTER CUSTOMER SELF-USE

Section No. 9

RATE CODE A51, A52 (Continued)

1st Revised Sheet No. 3.1

TERMS AND CONDITIONS OF SERVICE

- 1. Electric service provided by Company to customer at the same site shall be billed in accordance with the retail rate applicable to the customer.
- 2. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the customer. The net interconnection charge is the responsibility of the customer.
- 3. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
- 4. The customer must comply with the MN Technical Requirements.
- 5. Individual System Capacity Limits apply.

Date Filed: 12-14-18

By: Christopher B. Clark
President, Northern States Power Company, a Minnesota corporation

Effective Date: 05-09-19

Docket No. E002/M-18-714

Order Date: 05-09-19

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

MONTHLY NET METERING

Section No. 9

RATE CODE A53, A54

27th Revised Sheet No. 4

AVAILABILITY

This service corresponds to Minn. R. 7835.4012, .4014 (Simultaneous Purchase and Sale Billing Rate) and .4015 (Time-of-Day Purchase Rates) and to Paragraphs 3.b., 3.c., 4.a. and 4.b. of the Uniform Statewide Contract for Cogeneration and Small Power Production.

Available to any qualifying facility (QF) customer of less than 1,000 kW AC capacity. The energy payment rates below apply to the extent the energy delivered by the customer exceeds that supplied by the Company during the monthly billing period, and the rates below are for that net excess generation.

RATE

Metering charges are as set forth in the Section 10 tariff

Where the customer receives non-time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company in Excess of Energy Used (A53)	<u>Oct-May</u>	<u>Jun-Sep</u>
Energy Payment per kWh	\$0.03031	\$0.03213
Capacity Payment for Firm Power per kWh	\$0.00176	\$0.01252

Where the customer receives time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company in Excess of Energy Used (A54)	<u>Oct-May</u>	<u>Jun-Sep</u>
On Peak Energy Payment per kWh	\$0.03821	\$0.04484
Off Peak Energy Payment per kWh	\$0.02613	\$0.02525
Capacity Payment for Firm Power per On Peak kWh	\$0.00506	\$0.03589

DETERMINATION OF FIRM POWER

The customer will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to the Company for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is less than 65, capacity payment will not be made.

(Continued on Sheet No. 9-4.1)

Date Filed: 01-03-22

By: Christopher B. Clark

Effective Date: 04-01-22

President, Northern States Power Company, a Minnesota corporation

Docket No. E999/PR-22-9

Order Date: 03-09-22

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

MONTHLY NET METERING

Section No. 9

RATE CODE A53, A54 (Continued)

1st Revised Sheet No. 4.1

TERMS AND CONDITIONS OF SERVICE

- 1. Electric service provided by Company to customer in excess of energy delivered by the QF at the same site during the same billing period shall be billed in accordance with the retail rate applicable to customer.
- 2. For demand metered General Service customers, the entire kW demand supplied by the Company at the same site during the same billing period shall be billed to the customer according to the appropriate general service demand charge rate.
- 3. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the customer. The net interconnection charge is the responsibility of the customer.
- 4. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
- 5. The customer must comply with the MN Technical Requirements.
- 6. Individual System Capacity Limits apply.

Date Filed: 12-14-18

By: Christopher B. Clark
President, Northern States Power Company, a Minnesota corporation

Effective Date: 05-09-19

Docket No. E002/M-18-714

Order Date: 05-09-19

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTIC RATE BOOK - MPUC NO. 2

ANNUAL NET METERING (KWH BANKING OPTION)

Section No. 9

RATE CODE A55, A56

7th Revised Sheet No. 4.2

Availability

This service corresponds to Minn. R. 7835.4012, .4014 (Simultaneous Purchase and Sale Billing Rate), .4015 (Time-of-Day Purchase Rates), and .4017 (Net Metered Facility; Bill Credits), and to Paragraphs 5.a, 5.b, and 5.c of the Uniform Statewide Contract for Cogeneration and Small Power Production. Available to a qualifying facility (QF) or Net Metered Facility (NMF) customer who elects to be compensated for net input into the utility's system in the form of a kilowatt-hour credit on the customer's bill for that customer's account, subject to the following conditions:

- A. The customer is not receiving a value of solar rate under Minnesota Statutes, section 216B.164, subdivision 10;
- B. The customer is interconnected with the Company; and
- C. The customer has at least 40 kilowatt AC capacity but less than 1,000 kilowatt AC capacity.

Metering charges are as set forth in the Section 10 tariff

The Company compensates the customer, in the form of an energy payment, for the bank balance for kWh credits annually at the rate set forth below.

Energy Payment per kWh for Customers on non-time of day Service Tariffs (A55)		<u>Annual</u> \$0.03098
Time of Day Service Customers (A56)		<u>Annual</u>
On Peak Energy Payment per kWh		\$0.04065
Off Peak Energy Payment per kWh		\$0.02581
Capacity Payment for FirmPower where customer receives		<u>Oct-May</u> <u>Jun-Sep</u>
non-time of day retail electric service per kWh	\$0.00176	\$0.01252
time of day retail electric service per on-peak kWh	\$0.00506	\$0.03589

Determination of Firm Power

The customer will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to the Company for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is less than 65, capacity payment will not be made.

(Continued on Sheet No. 9-4.3)

Date Filed: 01-03-22

By: Christopher B. Clark

Effective Date: 04-01-22

President, Northern States Power Company, a Minnesota corporation

Docket No. E999/PR-22-9

Order Date: 03-09-22

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

ANNUAL NET METERING(KWH BANKING OPTION)

Section No. 9

RATE CODE A55, A56 (Continued)

1st Revised Sheet No. 4.3

TERMS AND CONDITIONS OF SERVICE

1. Electric service provided by Company to customer in excess of energy delivered by the QF or NMF including the depletion of any banked excess generation at the same site shall be billed in accordance with the retail rate applicable to customer.
2. For demand metered General Service customers, the entire kW demand supplied by the Company at the same site during the same billing period shall be billed to the customer according to the appropriate general service demand charge rate.
3. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the customer. The net interconnection charge is the responsibility of the customer.
4. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
5. The customer must comply with the MN Technical Requirements.
6. Individual System Capacity Limits apply.
7. The Company will credit customers electing to "bank" annually via an on-bill credit for that customer's account posted on the bill following the billing cycle that includes December 31 and reflects payment for the bank balance for kWh credits accumulated up through the closing date on that bill which includes December 31. The effect of netting customer generation against customer use occurs on a roughly annual basis, but for administrative purposes may be a few days off from a calendar year. The bank balance increases or decreases monthly, but at end of any given monthly billing cycle never goes below zero.
8. To choose Annual Net Metering, the customer should select Paragraphs 5.a. in the Uniform Statewide Contract for Cogeneration and Small Power Production, in addition to either Paragraph 5.b. or 5.c of that contract.

Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO

Section No. 9

COGENERATION AND SMALL POWER PRODUCTION

3rd Revised Sheet No. 5

FACILITIES

APPLICATION OF THE MN DIP

To the extent that an application or interconnection is subject to the MN DIP, and there is any inconsistency between the interconnection requirements of this Section 9 related to Cogeneration and Small Power Production and the MN DIP as set forth in the Section 10 tariff or the MN Technical Requirements, the interconnection requirements of the MN DIP and MN Technical Requirements shall control over the interconnection requirements of this Section 9 tariff related to Cogeneration and Small Power Production. Notwithstanding this, for purposes of interpreting this Section 9 tariff related to Cogeneration and Small Power Production the MN DIP or MN Technical Requirements will not control over the interconnection requirements of this Section 9 tariff related to Cogeneration and Small Power Production that define the terms "Qualifying Facility" and "Generation System".

FACILITY LOCATION AND COMPLIANCE

Customer agrees to locate the qualifying facility (QF) or Net Metered Facility (NMF) so as to not cause a hazard to the Company distribution system. Wind generators may only be installed at Company approved locations that preclude any possibility of the generation system contacting any Company facilities if the system accidentally topples over. The total tower height, including the propeller when in the highest position, must be used in the determination. Customer agrees that the installation shall be in compliance with all applicable electric codes and the QF will be operated only after the installation has been inspected and approved by the appropriate authorities. Customer understands and agrees that Company approval of the proposed or installed QF does not preclude the necessity of customer obtaining all required permits, building and zoning variations, and applicable inspections.

TECHNICAL INTERCONNECTION REQUIREMENTS

The MN Technical Requirements apply. Before a customer signs the Uniform Statewide Contract, the Company must distribute to that customer a copy of, electronic link to, the then-current MN Technical Requirements.

CONNECTION AND SAFETY DISCONNECT SWITCH

Company agrees to permit customer to connect the proposed QF to the Company distribution system on the load side of customer's meter. The connection must be made through a customer provided, customer installed, National Electrical Manufacturer's Association approved, manual safety disconnect switch of adequate ampere capacity. The switch shall not open the neutral when the switch is open. This switch shall have provisions for being padlocked in the open position with a standard Company padlock. Customer agrees to locate the switch in a position accessible to Company personnel, and further agrees that the switch may be operated by Company personnel at all times that such operation is deemed necessary by Company for safety and operating reasons. QF's using line commutated synchronous inverters shall have the inverters connected on the load side (QF side) of the safety disconnect switch.

(Continued on Sheet No. 9-5.1)

Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO COGENERATION

Section No. 9

ANDSMALL POWER PRODUCTION FACILITIES (Continued)

Original Sheet No. 5.1

DISTRIBUTION SYSTEM ADEQUACY

The proposed QF installation will be reviewed by Company to determine adequacy of the associated Company distribution system components. The customer agrees to reimburse Company for the addition, modification, or replacement of any distribution system components made necessary by customer's QF or NMF installation.

INTERFERENCE

Customer agrees to disconnect the QF or NMF from the Company distribution system or to reimburse Company for cost of necessary system modifications if operation of the QF or NMF causes radio, television, or electrical service interference to other customers, or interference with the operation of Company's system.

SPECIAL METERING

Customer agrees to allow Company at Company's expense to install necessary special metering and measuring equipment at the above address to provide information on the effect of the QF or NMF.

(Continued on Sheet No. 9-6)

Date Filed: 03-11-16

By: Christopher B. Clark

Effective Date: 07-21-17

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-16-222

Order Date: 05-22-17

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO

Section No. 9

COGENERATION AND SMALL POWER PRODUCTION

3rd Revised Sheet No. 6

FACILITIES (Continued)

MAIN SERVICE METERING SCENARIOS

1. No Sale to Company

If customer does not intend to sell energy to Company, the billing of customer's electrical consumption provided by Company will be on the available retail rates and the electric meter measuring this consumption will be configured to allow measurement only of energy flow into the customer's premises. Customer will provide all meter socket replacement and rewiring required to accommodate this meter that measures energy flow in one direction only. Where the customer chooses no sale to the Company, the customer will need to sign either the Section 10 Interconnection Agreement where the MN DIP does not apply, or the MN DIA where the MN DIP does apply, but does not need to sign the Section 9 Uniform Statewide Contract. Even if the no sale option is selected, for systems sized 40 kW AC or larger, the customer will still need a production meter for a new interconnection of a generating system, and the metering charge will correspond to the applicable metering charge in the Section 10 tariff.

Or

2. Sales of All or Part of Customer Produced Energy

If customer intends to sell energy to Company under this Section 9 tariff, a meter will be installed by the Company that will record energy delivered. Production meters are not required for systems rated under 40 kW. Customer will provide all meter socket replacement and rewiring required to install any applicable meter.

REVENUE LOSS

Company shall not be liable for revenue lost by customer due to Company's inability to purchase or wheel customer generated energy for any reason not within Company's reasonable control.

(Continued on Sheet No. 9-7)

Date Filed: 07-17-20

By: Christopher B. Clark

Effective Date: 12-24-20

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-20-606

Order Date: 11-24-20

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO

Section No. 9

COGENERATION AND SMALL POWER PRODUCTION

2nd Revised Sheet No. 7

FACILITIES (Continued)

KIND OF CUSTOMER SERVICE SUPPLIED TO COMPANY

Customer agrees to supply and Company agrees to accept electric service in the form of 277/480 3ph phase, 3 wire for single phase and 4 wire for three phase wire, alternating current at a nominal frequency of 60 hertz, and at a nominal voltage of 277/480 3ph located at 2801 Red Wing Blvd., Hastings, Dakota, Minnesota, 55033

PARALLEL OPERATION

Customer shall provide the necessary equipment as approved by Company to operate the QF or NMF in parallel with Company's distribution system. The QF or NMF shall be equipped consistent with the MN Technical Requirements.

INSURANCE

The customer shall maintain during the term of this agreement liability insurance which insures customer against all claims for property damage and for personal injury or death arising out of, resulting from, or in any manner connected with the installation, operation, and maintenance of the QF or NMF. The insurance requirements are as set forth in the Section 10 tariff.

SPECIAL LOSS FACTOR ADJUSTMENT

If the SQF is located at a site outside Company service territory and energy is delivered to Company through facilities owned by another utility, energy payments will be adjusted downward reflecting losses occurring between point of generation and point of receipt by Company.

(Continued on Sheet No. 9-8)

Date Filed: 12-14-18

By: Christopher B. Clark

Effective Date: 05-09-19

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-714

Order Date: 05-09-19

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO COGENERATION

Section No. 9

AND SMALL POWER PRODUCTION FACILITIES (Continued)

3rd Revised Sheet No. 8

SPECIAL INTERCONNECTION FACILITIES

The metering charge assumes common use of all Company facilities, up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the QF or NMF will require QF or NMF to pay a net interconnection charge in advance.

METERING REQUIREMENTS

The QF or NMF shall make provision for on-site metering. On-site use of QF or NMF output shall be unmetered for purposes of compensation. QF or NMF shall cooperate with and allow Company to install and have access to on-site monitoring equipment for purposes of gathering QF or NMF performance data. A Company-owned bi-directional meter is required to be installed at each service location associated with each new Customer generation source subject to this tariff. A production meter may be required, in addition to the bi-directional meter, in certain circumstances. A production meter is not required for systems rated under 40 kW AC, unless that system is subject to an incentive or program rule requiring a production meter (e.g., Solar*Rewards). A production meter is required for all systems rated 40 kW AC or above. Customer will provide all meter housing and socket replacement and rewiring to install the metering.

BI-DIRECTIONAL METER

A bi-directional meter located at the main service will record energy delivered to the customer from the Company, and energy received by the Company from customer. Installation of a new bi-directional meter may not be required if the configuration of a customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes.

PRODUCTION METER

The second (Production) meter will record energy generated by the QF or NMF system only. The Company shall install, or cause to be installed, own, operate and maintain the Production meter to measure the AC production of the QF or NMF system when a production meter is required. At customer's request, additional production meters, beyond Company-required production meters, may be installed if approved by the Company at the Customer's expense.

METERING CHARGES

Customer shall be charged the applicable metering charges as set forth in the Section 10 tariff. Payment for any additional facilities required by Company to accommodate the QF or NMF system will be consistent with the MN DIP, and where applicable, the MN DIA.

(Continued on Sheet No. 9-8.1)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO COGENERATION

Section No. 9

AND SMALL POWER PRODUCTION FACILITIES (Continued)

Original Sheet No. 8.1

AGGREGATION OF METERS

The Company will aggregate meters at the request of a customer for services provided under Rate Codes A50, A51, A52, A53, A54, A55 or A56. The Company must aggregate for billing purposes a customer's designated distributed generation bi-directional meter with one or more aggregated retail meters if a customer requests that it to do so. To qualify for aggregation:

1. the meters must be located on contiguous property owned by the customer requesting the aggregation,
2. the account(s) associated with the meters must be in the name of the same customer,
3. the retail services associate with the aggregated meters of a customer must be either all time-of-day or all non-time-of-day,
4. the total of all aggregated meters must be subject in the aggregate to the size limitation under the single Rate Code chosen by the customer applicable to all of the aggregated meters (i.e., Rate Code A50, A51, A52, A53, A54, A55 or A56), and
5. if the customer has chosen the A53, A54, A55 or A56 rate code, the total of all aggregated meters is subject in the aggregate to the Individual System Capacity Limits,

As the term is used here, "contiguous property" means property owned or leased by the customer sharing a common border, without regard to interruptions in contiguity caused by easements, public thoroughfares, transportation rights-of-way, or Company rights-of-way. The Company must comply with a request by a customer-generator to aggregate additional meters within 90 days. The specific meters must be identified at the time of the request. In the event that more than one meter is identified, the customer must designate the rank order for the aggregated meters to which the net metered credits are to be applied. At least 60 days prior to the beginning of the next annual billing period, a customer may amend the rank order of the aggregated meters. The aggregation of meters applies only to charges that use kilowatt-hours as the billing determinant. All other charges applicable to each meter account shall be billed to the customer. The Company will first apply the kilowatt-hour credit to the charges for the designated meter and then to the charges for the aggregated meters in the rank order specified by the customer. If the Net Metered Facility supplies more electricity to the Company than the energy usage recorded by the customer-generator's designated and aggregated meters during a monthly billing period, the Company will apply, at the election of the customer, any excess production based on a monthly credit (Rate Codes A50, A51, A52, A53 or A54) or the Annual Metering (kWh Banking Option, Rate Codes A55 or A56). Where a monthly credit is chosen, Company shall apply monetary credits to the customer's next monthly bill for the excess kilowatt-hours. The fee to cover the administrative costs incurred in implementing meter aggregation requests is \$3.00 per month per retail meter for the meters that are aggregated.

(Continued on Sheet No. 9-8.2)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO COGENERATION

Section No. 9

AND SMALL POWER PRODUCTION FACILITIES (Continued)

1st Revised Sheet No. 8.2

OWNERSHIP OF RENEWABLE ENERGY CREDITS

Generators own all renewable energy credits unless:

- A. other ownership is expressly provided for by a contract between a generator and a utility;
- B. state law specifies a different outcome; or
- C. specific Commission orders or rules specify a different outcome.

DISTRIBUTED GENERATION PPAs WHERE RATE CODES A51-A56 DO NOT APPLY

If a qualifying facility (QF) has capacity of at least 40 kW AC but less than 1,000 kW AC and does not comply with the Individual System Capacity Limits, then the rate codes A51-A56 do not apply. These rate codes also do not apply, for example, where the QF or other distributed generation (DG) has a capacity of 1,000 kW AC or more. In circumstances where Rate Codes A51-A56 do not apply, then the Section 9 Uniform Statewide Contract also does not apply. Where the Section 9 Uniform Statewide Contract does not apply, the DG customer may apply for interconnection under the Company's Section 10 tariff. Whether the Company pays for energy or capacity delivered to it would depend on whether there is a power purchase agreement (PPA) and further depend on the rates, terms and conditions in the PPA. Nothing in this tariff shall be construed to obligate Company to enter into a PPA. The obligation to enter into such a PPA with a DG customer takes into consideration many factors, including whether there is a Legally Enforceable Obligation (LEO) of the Company to enter into such a PPA and the proposed rates, terms and conditions. The Company may also voluntarily enter into a PPA with a DG customer. Should a DG customer and Company enter into a PPA where the Section 9 Uniform Statewide Contract does not apply (and no other Section 9 tariffed contract applies, such as a Solar*Rewards contract), then the following procedures will apply:

1. If the DG is over 10 MW AC nameplate capacity, the PPA along with the associated Interconnection Agreement will need to be approved by the Commission.
2. If the DG has a nameplate capacity of 40 kW up to and including 10 MW AC, and is for a term of more than 5 years, the Company shall file the PPA with the Commission and the Company shall be permitted to proceed with the PPA beginning 32 days after filing if no objection or intent to object is filed within 30 days of filing. If there is an objection or intent to object filed in this 30-day time frame, then the Commission will need to issue an order approving the PPA before the PPA is approved.
3. If the DG has a nameplate capacity of 40 kW up to and including 10 MW AC, and is for a term of 5 years or less, the Company may proceed with the PPA, but the Commission can examine the prudence of rates in the PPA during any request for rate recovery..
4. Notwithstanding the above, if the Commission has otherwise directed that a Commission order is needed for the PPA to be approved then that Commission directive shall apply.

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

STANDARD CONTRACT AND AGREEMENT FORMS

Section No. 9

1st Revised Sheet No. 9

Listed below are the titles of standard contract or service agreement forms Company requires of customers for cogeneration and small power production purchase services. Copies of the forms are shown on the following sheets in the order listed.

1. Uniform Statewide Contract for Cogeneration and Small Power Production Facilities

The form for the Uniform Statewide Contract must be applied to all new and existing interconnections between the Company and cogeneration and small power production facilities having less than 1,000 kilowatts AC of capacity except that any existing interconnection contract executed between the Company and a QF with capacity of less than 40 kilowatts AC remains in force until terminated by mutual agreement of the parties or as otherwise specified in the contract.

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

UNIFORM STATEWIDE CONTRACT FOR

Section No. 9

COGENERATION AND SMALL PRODUCTION

2nd Revised Sheet No. 10

FACILITIES

**UNIFORM STATEWIDE CONTRACT FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES**

THIS CONTRACT is entered into on Sep 18, 2024, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc. (hereafter called "Utility") and City of Hastings (hereafter called "QF").

RECITALS

The QF has installed electric generating facilities, consisting of an interconnected qualified facility, rated at 125.000 kilowatts of electricity, on property located at 2801 Red Wing Blvd., Hastings, Dakota, Minnesota, 55033.

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

AGREEMENTS

The QF and the Utility agree:

- 1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.
- 2. The Cooperative Electric Association or Municipally Owned Electric Utility will buy electricity from the QF under the current rate schedule filed with the Commission. The QF elects the rate schedule category hereinafter indicated:
 - _____ a. Average retail utility energy rate under part 7835.3300.
 - _____ b. Simultaneous purchase and sale billing rate under part 7835.3400.
 - _____ c. Time-of-day purchase rates under part 7835.3500.

A copy of the presently filed rate schedule is attached to this contract.

(Continued on Sheet No. 9-10.1)

Date Filed: 03-11-16

By: Christopher B. Clark

Effective Date: 07-21-17

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-16-222

Order Date: 05-22-17

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

UNIFORM STATEWIDE CONTRACT FOR

Section No. 9

COGENERATION AND SMALL PRODUCTION

Original Sheet No. 10.1

FACILITIES (Continued)

3. The Public Utility will buy electricity from the QF under the current rate schedule filed with the Commission. If the QF has less than 40 kilowatts capacity, the QF elects the rate schedule category hereinafter indicated:

- _____ a. Average retail utility energy rate under part 7835.4013.
- _____ b. Simultaneous purchase and sale billing rate under part 7835.4014.
- _____ c. Time-of-day purchase rates under part 7835.4015.

A copy of the presently filed rate schedule is attached to this contract.

4. The Public Utility will buy electricity from the QF under the current rate schedule filed with the Commission. If the QF is not a net metered facility and has at least 40 kilowatts capacity but less than 1,000 kilowatt capacity, the QF elects the rate schedule category hereinafter indicated:

- _____ a. Simultaneous purchase and sale billing rate under part 7835.4014.
- _____ b. Time-of-day purchase rates under part 7835.4015.

A copy of the presently filed rate schedule is attached to this contract.

5. The Utility will buy electricity from a net metered facility under the current rate schedule filed with the Commission or will compensate the facility in the form of a kilowatt-hour credit on the facility's energy bill. If the net metered facility has at least 40 kilowatts capacity but less than 1,000 kilowatts capacity, the QF elects the rate schedule category hereinafter indicated (choose par. a, and then also choose either par. b or par. c): A55

- _5/A_ a. Kilowatt-hour energy credit on the customer's energy bill, carried forward and applied to subsequent energy bills, with an annual true-up under part 7835.4017.
- _A55_ b. Simultaneous purchase and sale billing rate under part 7835.4014.
- _____ c. Time-of-day purchase rates under part 7835.4015.

A copy of the presently filed rate schedule is attached to this contract.

6. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or of the Commission, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.

(Continued on Sheet No. 9-11)

Date Filed: 03-11-16

By: Christopher B. Clark

Effective Date: 07-21-17

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-16-222

Order Date: 05-22-17

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

UNIFORM STATEWIDE CONTRACT FOR

Section No. 9

COGENERATION AND SMALL PRODUCTION

1st Revised Sheet No. 11

FACILITIES (Continued)

7. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF, other than kilowatt-hour credits under clause 5, will be made under one of the following options as chosen by the QF: Bill Credit

- a. Credit to the QF's account with the Utility.
- b. Paid by check to the QF within 15 days of the billing date.

8. Renewable energy credits associated with generation from the facility are owned by: City of Hastings (QF) .

9. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF. (Northern States Power Company's Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities are attached). This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, part 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.

10. The Utility's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production.

11. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

12. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$ (No fees outstanding). The QF will pay the Utility in this way: Consistent with the process outlined in the Section 10 Interconnection Tariff.

13. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.

14. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

(Continued on Sheet No. 9-12)

Date Filed: 03-11-16

By: Christopher B. Clark

Effective Date: 07-21-17

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-16-222

Order Date: 05-22-17

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

UNIFORM STATEWIDE CONTRACT FOR

Section No. 9

COGENERATION AND SMALL PRODUCTION

1st Revised Sheet No. 12

FACILITIES (Continued)

15. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity in this way: Consistent with the process outlined in the Section 10 Interconnection Tariff.

16. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be consistent with the requirements of the Section 10 Interconnection Tariff. (\$300,000 for systems up to 40 kWAC; \$1,000,000 for systems larger than this up to 250 kWAC; and \$2,000,000 for systems larger than this up to 1MW) (The amount must be consistent with the Commission's interconnection standards under Minnesota Rules, par 7835.4750).

17. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled 30 days after notice is given.

18. This contract contains all the agreements made between the QF and the Utility except that this contract shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this contract. The QF and the Utility are not responsible for any agreements other than those stated in this contract.

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

QF (System Owner)

**NORTHERN STATES POWER COMPANY,
a Minnesota corporation and wholly owned
subsidiary of Xcel Energy Inc.**

By _____ [[SertifiSignature 1 1]] _____

By _____ [[SertifiSignature 2]] _____

(Title) _____ [[SertifiTitle 1 1]] _____

(Title) **Manager and above, Customer Strategy and Solutions**

Date _____ [[SertifiDate 1 1]] _____

Date _____ [[SertifiDate 2]] _____

Date Filed: 03-11-16

By: Christopher B. Clark

Effective Date: 07-21-17

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-16-222

Order Date: 05-22-17

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**UNIFORM STATEWIDE CONTRACT FOR**

Section No. 9

COGENERATION AND SMALL PRODUCTION

1st Revised Sheet No.

12.1

FACILITIES - Approved Nonstandard Provisions Consistent with Minn. R. 7835.9920

1. Where a tenant has signed the Uniform Statewide Contract for a generation system that is the subject of a Solar*Rewards Contract with Addendum for Solar*Rewards Customer Contract (Addressing Solar*Rewards Program for Low-Income Tenants for Single Family Homes or Multi-Unit Dwellings), and that tenant later moves out and a new tenant moves in, then that new tenant (and any subsequent tenant) who is receiving electrical service at that premise shall be entitled to the net metering benefits as set forth in the Uniform Statewide Contract without the need for that tenant to sign the Uniform Statewide Contract. The terms and conditions, and benefits and responsibilities, set forth in the Uniform Statewide Contract shall apply to the then-current tenant. In the absence of an affirmative selection by the tenant, then the A50 net metering rate code shall apply. The then-current tenant can contact Northern States Power Company by telephone or other reasonable means mutually agreed upon at any time to change this selection from among the available net metering rate codes for that premise. Northern States Power Company shall provide written notice to the then-current tenant of the applicability of the Uniform Statewide Contract and of the applicable net metering rate code.
2. Where a landlord owner of a premises is the owner of a non-Solar*Rewards DER system that is the subject of a Section 10 tariff Interconnection Agreement or MN DIA, and that DER system is connected to the meter where a tenant is the named Customer receiving retail electrical service, then the tenant (and any subsequent tenant) who is receiving electrical service at that premise shall be entitled to the net metering benefits as set forth in the Uniform Statewide Contract without the need for that tenant to sign the Uniform Statewide Contract. As used in this section, and consistent with Minn. Stat. § 216B.02, the term "tenant" means any of the following: 1. a tenant or cooperative or condominium owner in a building owned, leased, or operated by the owner of the DER system; or 2. an occupant of a manufactured home or trailer park owned, leased, or operated by the owner of the DER system. The benefits (but not the responsibilities) of net metering as, set forth in the Uniform Statewide Contract shall flow to the named customer whose meter is connected to the DER, subject to offset for metering charges. The named customer remains responsible for terms, conditions and responsibilities of all retail electric customers that may also be identified as responsibilities in the Uniform Statewide Contract. In the absence of an affirmative selection by the tenant, then the A50 net metering rate code shall apply provided that the tenant would otherwise qualify for that rate code. If the tenant does not qualify for the A50 net metering rate code, then in the absence of a selection by the tenant the A55 net metering rate code shall apply for retail customers on non-time of day service, and the A56 net metering rate code shall apply for retail customers on time of day service, provided that the tenant would otherwise qualify for these rate codes. The then-current tenant can contact Northern States Power Company by telephone or other reasonable means mutually agreed upon at any time to change this selection from among the available net metering rate codes for that premise. Northern States Power Company shall provide written notice to the then-current tenant of the applicability of certain provisions of the Uniform Statewide Contract and of the applicable net metering rate code. The monthly metering charges associated with the QF DER system would be applied to the tenant notwithstanding provisions to the contrary that may be in the Interconnection Agreement or MN DIA, and the net metering benefits less monthly metering charges are the only terms being assigned from the Interconnection Customer to the named customer receiving retail service at the meter where the DER is interconnected. This tariff provision only applies where the DER system is physically connected to the meter where a tenant is the named Customer receiving retail electric service. Accordingly, in the case of multi-tenant apartment buildings, this tariff provision only applies where the DER system is physically connected to the meter where a tenant is the named Customer receiving retail electric service.

Date Filed: 06-29-21

By: Christopher B. Clark

Effective Date: 05-23-23

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-21-433

Order Date: 05-13-22



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 7, 2024
Item: Trail Easement

Council Action Requested: Approve easement for a segment of the Three Rivers Trail.

Background Information: Portions of the Three Rivers Trail were constructed within drainage and utility easements, which is not the preferred easement type. Along with that, a short segment of trail is proposed to be added to the trail to help with trail user experience as well as maintenance efforts. This new segment is outside of the existing drainage and utility easement and was included as a part of this process.

Staff worked with representatives of the two Homeowners' Associations, surveyors and legal to prepare the easement. Staff recommend approval of this new permanent trail easement.

Financial Impact: Some costs were incurred for survey and legal fees, however those will be allocated to the approved trail budget.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Permanent Trail Easement

PERMANENT TRAIL EASEMENT

THIS PERMANENT TRAIL EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2024, by and between and Spruce Twinhome Association, Inc., a Minnesota nonprofit corporation, and South Pines Townhomes Association II, Inc., a Minnesota nonprofit corporation (“Landowner”), and the City of Hastings, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Dakota County, Minnesota legally described as follows:

Lots 17 and 18, Block 1, South Pines Townhomes

Abstract Property

(the “Landowner’s Property”).

PERMANENT EASEMENT DESCRIPTION

Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for sidewalk, trail and right of way purposes and all such purposes ancillary, incident or related thereto, including but not limited to a retaining wall, for construction, maintenance, improvement, repair and replacement, and restoration purposes and all such purposes ancillary thereto (“Permanent Easement”), under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, together with the right to excavate and refill ditches or trenches for the location of such sidewalks, trails, right-of-way, retaining walls, streetlights, hydrants, curb, gutter or other street project improvements; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the sidewalks, trails, right-of-way, retaining walls, streetlights, hydrants, curb, gutter or other street project improvements and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

In consideration of the Permanent Easement, the City agrees to maintain, repair and provide snow removal of the trail within the Permanent Easement Area. The City shall be liable for any and all costs and expenses associated with maintaining and repairing the Permanent Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Mayor


By: _____
Kelly Murtaugh
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

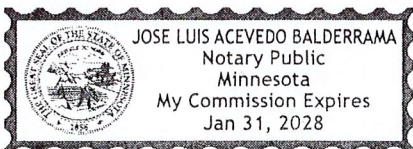
Notary Public

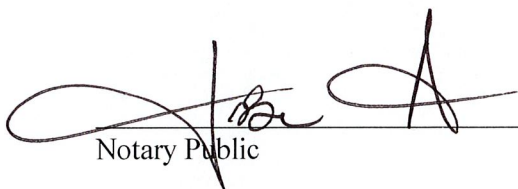
LANDOWNER:
SPRUCE TWINHOME ASSOCIATION, INC.

By: Patricia Galles 
SPRUCE Twinhomes
Its: PRESIDENT

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me on this 13 day of Sept, 2024, by Patricia S. Galles, who being by me duly sworn, did say that s/he is the President of Spruce Twinhome Association, Inc., a Minnesota nonprofit corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said City of Hastings acknowledged said instrument to be the free act and deed of the entity.




Notary Public

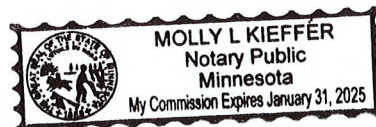
LANDOWNER:
SOUTH PINES TOWNHOMES ASSOCIATION II, INC.

By: Michael J. Mc CARTNEY
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me on this 16th day of September, 2024, by Michael J. Mc CARTNEY, who being by me duly sworn, did say that s/he is the President of South Pines Townhomes Association II, Inc., a Minnesota nonprofit corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Michael J. Mc CARTNEY acknowledged said instrument to be the free act and deed of the entity.

Molly L Kieffer
Notary Public



**THIS INSTRUMENT WAS DRAFTED BY
AND AFTER RECORDING RETURN TO:**

Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

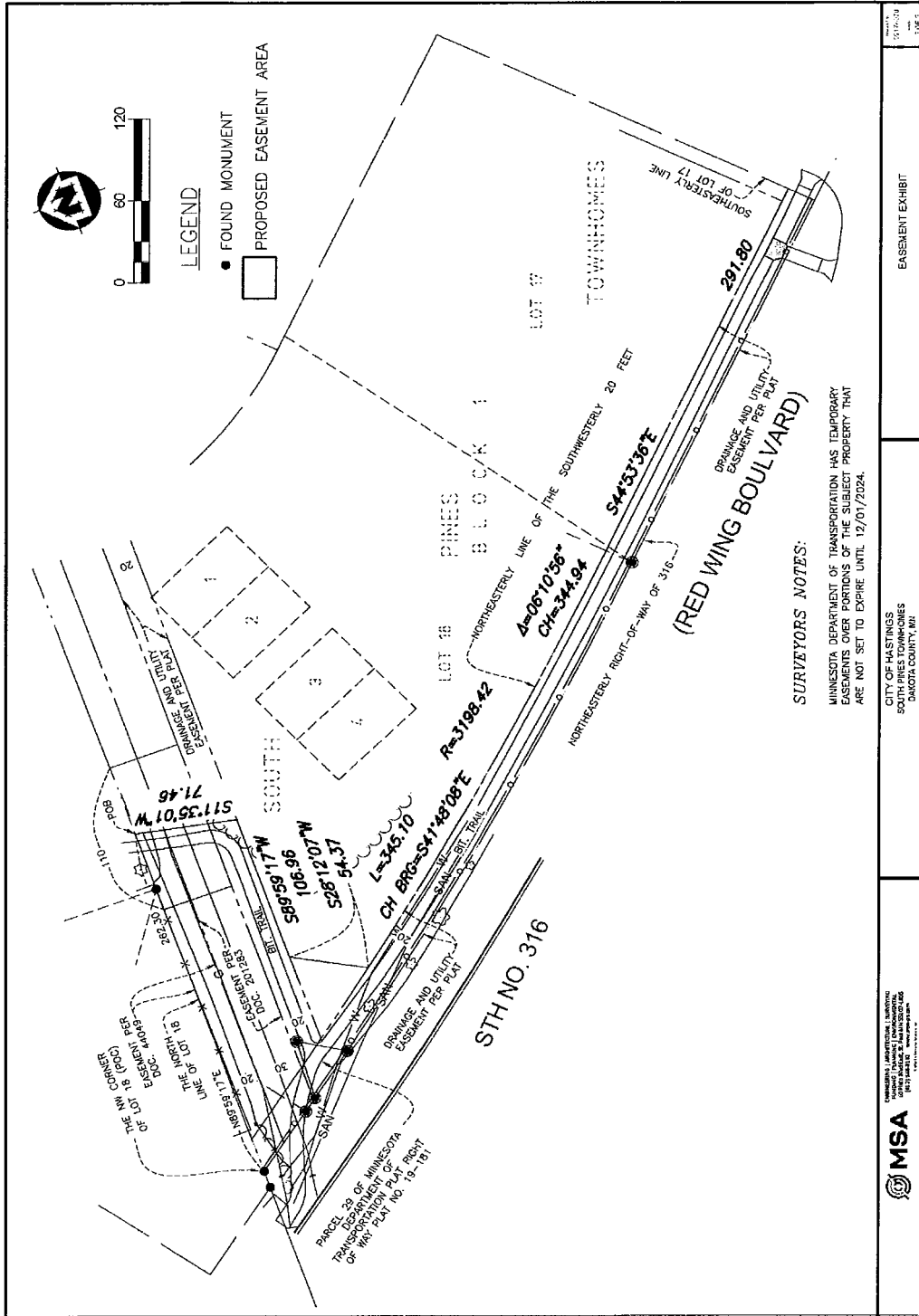
EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for ingress and egress purposes over and across that part of Lots 17 and 18, Block 1, South Pines Townhomes, according to the recorded plat on file and of record in the office of the County Recorder, Dakota County, Minnesota, lying westerly, northerly and southwesterly of a line described as follows:

Commencing at the northwest corner of said Lot 18; thence north 89 degrees 59 minutes 17 seconds east, assumed bearing, along the north line of said Lot 18, a distance of 262.30 feet to the point of beginning of the line to be described; thence south 11 degrees 35 minutes 01 seconds west, a distance of 71.46 feet; thence south 89 degrees 59 minutes 17 seconds west, parallel to southerly 50 feet of said north line, a distance of 106.96 feet; thence south 28 degrees 12 minutes 07 seconds west, a distance of 54.37 feet to the northeasterly line of the southwesterly 20 feet of said Lots 17 and 18; thence southeasterly a distance of 345.10 feet along a non-tangential curve, being the northeasterly line of said southwesterly 20 feet, concave northeasterly, having a radius of 3198.42 feet, a central angle of 06 degrees 10 minutes 56 seconds, a chord bearing of south 41 degrees 48 minutes 08 seconds east and a chord length of 344.94 feet; thence continuing south 44 degrees 53 minutes 36 seconds east along said northeasterly line of the southwesterly 20 feet, a distance of 291.80 feet to the southeasterly line of said Lot 17 and there terminating.

Subject to any easements and encumbrances of record.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA





City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: October 7th, 2024

Item: Declare surplus property and authorize for public sale.

Council Action Requested:

Declare vehicle as surplus property and authorize for public sale.

Background Information:

The City of Hastings currently has a retired 2018 Ford Police Interceptor Utility squad car that has been removed from service with an excess of 80,000 miles. This vehicle is no longer needed for City use however it still has value. The vehicle has been assigned to the marked fleet since it was put in service. Upon declaration of the vehicle as excess/surplus property, it will be made available for public sale via a commercially available online auction service. The following vehicle is to be declared surplus/excess and authorized for sale:

2018 Ford Police Interceptor Utility	H1801	1FM5K8AR3JGC43009
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Financial Impact:

Positive budgetary impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

None



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 7, 2024
Item: Award Contract: Lake Rebecca Natural Resources Project

Council Action Requested: Award contract for the Lake Rebecca Natural Resources Project.

Background Information: This is one phase of the overall LCCMR funded Lake Rebecca Project, which will enhance the habitat within undeveloped park areas.

Our consulting team collected all the necessary information and put together project specifications in line with the intent and limitations of the grant funding and solicited quotes for the project. Five quotes were received, and Minnesota Native Landscapes was the low responsive quote.

Staff recommend awarding the contract for this project as proposed in the attached recommendation.

Financial Impact: The project is grant funded, no impact on City budget.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Award Recommendation

Project Name	Lake Rebecca Park – Habitat Improvements	Date	10/02/2024
To / Contact info	Hastings City Council		
Cc / Contact info	Chris Jenkins, Hastings Parks & Recreation Director Gabrielle Grinde, HKGi Project Manager Kevin Biehn, EOR		
From / Contact info	Jimmy Marty, EOR Kyle Crawford, EOR		
Regarding	Recommendation for Award of Project		

The purpose of this memorandum is to provide a recommendation for selecting a Contractor to construct the Lake Rebecca Park – Habitat Improvements Project.

Bid Summary

The Request for Quotes was sent to nine “prequalified” prospective contractors on September 17, 2024, with an Addendum sent out September 23 responses to contractor questions. Quotes were due via email on October 1, 2024 at 10:00am.

For us to formulate our recommendation, we compared the Total Quote values for each of the contractors. There were no Add Alternates for this project.

A total of 5 Quotes were received and the overall low bidder was Minnesota Native Landscapes, with a Base Bid of \$133,383.50. Review of the submitted quote packages and relevant project experience was performed by Emmons & Olivier Resources, Inc. (EOR). All required quote documents were provided, and no additional documentation is necessary at this time.

COMPANY	REQUIRED QUOTE DOCUMENTS	TOTAL QUOTE
Minnesota Native Landscapes	✓	\$133,383.50
Prairie Restorations, Inc.	✓	\$149,884.90
Native Resource Preservation	✓	\$159,778.51
<i>Engineer’s Estimate</i>	<i>N/A</i>	<i>\$163,743.50</i>
Landbridge Ecological	✓	\$173,355.70
RES Great Lakes, LLC	✓	\$199,963.50

Recommendation

Following our review of their project experience and bid package and discussion with Hastings Parks and Recreation staff, we are recommending approval of the Total Quote and award of the contract to the low responsive bidder, Minnesota Native Landscapes, in the amount of **\$133,383.50**.

After discussion with Hastings P&R staff, it is recommended the Council authorize the Hastings Parks and Recreation Director to execute change orders, if necessary, in an amount not to exceed (in total) 10% of the construction contract to prevent extra construction delays or costs.



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Cody Mathisen – City Engineer
Date: October 7, 2024
Item: Implement Parking Restrictions on Ashland Street between 9th Street W and 10th Street W

COUNCIL ACTION REQUESTED

Council is requested to approve implementing parking restrictions on Ashland Street between 9th Street W and 10th Street W.

BACKGROUND INFORMATION

City Engineering staff has received multiple safety concerns from constituents and emergency services along this block of Ashland Street. In late October of 2023, upgrades to the existing tennis courts along this block were completed which included the addition of new pickleball courts. Following the upgrades, there has been a substantial increase in visitors to the courts resulting in an increased demand for parking in the area.

Staff has been inspecting the area at various times of day to document the impact this increased parking has on safety along the corridor. After analyzing the area over multiple weeks, staff confirmed that parking demand is generating sight line and safety issues, with the most notable being:

- Westbound vehicles on 10th Street turning left towards Highway 55 have obstructed sight lines.
- Drivers on Ashland Street generally have poor visibility and at times insufficient space for two-way traffic. Both issues are accentuated by the steep hill along this block.

STAFF RECOMMENDATION

To address these issues, staff recommends designating the east side of Ashland Street (from 9th to 10th Street) as “No-Parking” to improve safety and visibility. Key points of this recommendation include:

- The west side of Ashland is better for tennis/pickleball court visitors, with an ADA-accessible sidewalk already established, no need to cross the street, and no residential driveways to contend with.
- Removing parking from the east side will displace 10-11 spaces, but there are ample alternative parking options, including 31 typically vacant angled stalls on 9th Street West which borders the courts.
- Although initially effective, attempts to address parking through communications with the Hastings Pickleball Association have not been successfully sustained, making formal signage necessary.

It is also important to highlight that this recommendation aligns with messaging provided to Council in 2017 when Ashland Street was reconstructed to a reduced width of 30 feet. At that time, it was discussed that if parking demand created safety issues, one side of the street could be designated as no parking. The Operations Committee supported the staff recommendation at their September 9, 2024, Operations Committee Meeting.

FINANCIAL IMPACT

If approved by Council, the cost to the City to place the necessary signs will be approximately \$600.

ATTACHMENTS

- Resolution adopting the restrictions
- Map illustrating the location of the proposed restrictions

CITY OF HASTINGS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION TO PROHIBIT PARKING ALONG
ASHLAND STREET BETWEEN 9TH STREET WEST AND 10TH STREET WEST**

WHEREAS, City staff have observed substantial vehicle parking along both sides of Ashland Street between 9th Street West and 10th Street West for visitors of the tennis and pickleball court facilities, and

WHEREAS, said parking is inhibiting visibility and clear sight lines, presenting concerns for safety of pedestrians and vehicles navigating the roadway in this area.

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

1. Parking will be prohibited on the East Side of Ashland Street between 9th Street West and 10th Street West

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 7th DAY OF OCTOBER, 2024

Ayes:

Nays:

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor

SEAL



Ashland Street Proposed No Parking Restrictions
Project Area Map



 **Proposed No Parking**





City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Paige Marschall Bigler, Recreation Programming Specialist
Date: October 7, 2024
Item: Levee Park Programming Overview

Council Action Requested:

No action is being requested

Background Information:

The ninth season of programming at the Rotary Pavilion in Levee Park took place from June 4 to September 18, 2024. The Hastings Parks and Recreation Department coordinated 28 events, averaging two per week, with the cancellation of seven events due to inclement weather. We are pleased to report that over 6,600 individuals attended these events, in addition to 38 park rentals hosted at the Pavilion.

We extend our sincere appreciation to our event sponsors, partners, attendees, City Council members, and Parks and Recreation Commissioners for their invaluable support. We look forward to continuing our collaboration and coordinating exciting events in 2025.

Financial Impact:

The City of Hastings allocated \$20,000 for Levee Park programming in 2024, complemented by an additional \$13,500 in sponsorships and donations received this year.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

Levee Park Recap Presentation



LEVEE PARK

PROGRAMMING OVERVIEW JUNE - SEPTEMBER 2024

HASTINGS PARKS AND RECREATION DEPARTMENT



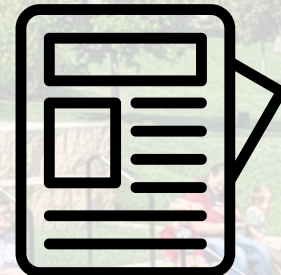


OUTREACH PLATFORMS



Social Media

**Facebook and Instagram
REELS, Stories,
Posts, Events
creation and
Branding**



Newsletter

**Summer & Fall
Hastings Area
Households
includes
Full Calendar**



Local Media Partners

**HCTV, KDWA
Hastings Journal
Hastings Chamber
Todd Field Sign
Walgreens Billboard
ISD 200 - PeachJar**



Print Materials

**Calendar of
Events Local
Distribution,
Big Belly Bins**



PROGRAM & EVENT ATTENDANCE

2016
39 Events
3,600

2017
40 Events
4,700 People

2018
38 Events
3,900 People

2019
37 Events
4,400 People

2020
25 Events
3,000

2021
37 Events
5,400 People

2022
31 Events
8,300 People

2023
31 Events
9,700 People

2024
28 Events
6,600 People





PROGRAM SERIES & EVENTS

1

**PARTY IN THE PARK
MAKE MUSIC DAY
SUMMER KICK OFF
REC+ART+POLICE**

2

**COMEDY IN THE PARK
BIKE WITH A RANGER**

4

**MOVIE IN THE PARK
STORYTIME IN THE PARK**

12

MUSIC IN THE PARK






QUESTIONS?




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City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: October 7, 2024
Item: PFAS Update

Council Action Requested:

Informational memo, no action requested at this time.

Background Information

Hastings has PFAS contamination in all six of our municipal wells (specifically PFOA in all six wells and PFOS in two wells). We've also now found PFOA levels over the EPA's limit in the future Well No. 9 site. 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 Nitrate removal.

The general plan is to build one WTP per year for three years. Design work has started for WTP 1 which is located in the Industrial Park, a commercial site. This WTP would serve the wells with the highest levels of PFAS and Nitrates. Several years ago, the City already installed watermain for a future WTP due to the Nitrate treatment being anticipated. This WTP will likely be put out for bids in early 2025.

The current construction cost estimate is \$68.9M with expectation to trend higher. Without financial assistance, water rates would need to double in three years and triple in five years. The City has been exploring and pursuing multiple opportunities to offset this "budget buster" expense.

Key Updates

Siting Study: The Feasibility Study is a planning document, geared toward functionality and cost effectiveness, not final sites. This summer Public Works followed up with a Siting Study to identify several potential sites for WTPs 2 and 3. There was a strong preference to avoid residential neighborhoods.

Potential sites were vetted against engineering criteria such as proximity to water and sewer infrastructure, proximity to wells, adequately sized water mains, road access, and location within pressure zones. Then they were modeled for feasibility and reviewed for cost estimates based on land acquisition and length of watermains and sewer mains that would be needed.

This study was presented at the September 3 City Council meeting, with preferred sites on North Frontage Road for WTP 2 and on General Sieben Drive for WTP 3. On September 16, City Council met in a closed session pursuant to Minnesota Statutes 13D.05 subd 3(c) to develop offers for purchase of real property.

Subsequently, we have hired Valbridge Property Advisors for appraisals of the two sites and are getting quotes for a firm to conduct a lease analysis to help with statutory requirements for relocating existing businesses at the North Frontage Road site.

State Capital Budget: The City 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 indicated support and introduced SF 3161 and HF 3115.

The legislative session ended May 20 without passage of a bonding bill. I expect we will renew our State Capital Budget Request for next session. We are presently scheduling a meeting with Sen. Pappas, Chair of the Senate Capital Investment Committee, to provide an update on our project and funding needs.

Minnesota Veterans Home:

The Minnesota Veterans Home is presently served by a private well, which also has PFAS exceeding the EPA limits. In discussions with leadership at the Veterans Home, we had the first phase of our project include design of an interconnection of the Veterans Home water system to the City's water system, avoiding the need for the Veterans Home to construct and maintain a treatment plant for its private water system.

Without state bonding to cover the first phase, the City cannot cover the cost of the interconnect. The Veterans Home may now be conducting a feasibility study to determine whether to construct and maintain its own water treatment plant or to connect to the City water system. We offered that we could assess the connection at an estimated cost of \$1.7M. This does not need to be done as part of the WTP 1 phase; it can relatively easily be picked up singly or in conjunction with either of the other WTPs.

Congressionally Directed Spending / Community Project Funding: In April, 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.

All three advanced our request to their respective Appropriations Committees; however, it was not approved through the Senate Appropriations Committee. As it worked through “mark up” by the Appropriations Committees, it is now proposed at a little over \$1M. This is a first step and not a final decision. Senator Smith’s office said that approval would not occur until November at the earliest and potentially into 2025.

PPL/IUP: 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 and to recognize new EPA regulations of MCLs for PFAS, which will result in our ranking at or near the top of the list. Additionally, we submitted the first two phases of 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 for each phase. We have been told that grant decisions will be in November.

Water Rates: With budget planning for 2025 (including workshops on June 3 and June 17), we will need to discuss potential water rate increases, phasing, and timing. At present, the recommended budget includes a rate increase of 37.3%. On an average residence using 15,000 gallons per quarter, this would be an increase of about \$15 per quarter. This would be the first of several increases coinciding with construction of each of the three WTPs. In total, rates would double in three years and triple in five years without financial assistance.

The City Council agreed that delaying the start of WTP 1 from bidding in September 2024 to February 2025 was best. This allows for possible decisions on recent funding applications, potential increases to water rates continue as part of the overall budget discussion for January implementation and offers more time for communication and transparency with residents.

Communications staff is sending a postcard to all residents/businesses around October 11 notifying them of the pending increase. Other parts of the communications plan will include utility billing inserts, letter to largest volume water users, FAQs on the website (these will also help front desk staff to answer questions and will also be printed as handouts for people without computer access), KDWA interview, overview and Q&A with Chamber of Commerce Government Affairs Round Table, newsletter, and social media.

3M Settlement: The 2018 Settlement Agreement provides grant money for drinking water projects “in the East Metropolitan Area.” It is not limited to any specifically named cities or townships and does not require a direction connection to one of the 3M disposal sites. Similarly, Minnesota’s Conceptual Drinking Water Supply Plan does not require a direct connection to one of the disposal sites. However, the State’s Co-Trustees (MPCA and DNR) have stated that a direct connection should be required and has excluded Hastings from funding under the Settlement Agreement.

Although we disagree with the Co-Trustees' interpretation, we value our relationship with them and have endeavored to not have this disagreement come between our mutual efforts. The MPCA has been helpful in conducting Phase I and II environmental site assessments, requesting 3M to conduct additional investigation of its disposal site and hydraulic modeling in the Hastings area, and has awarded a planning and design grant for Hastings to begin design engineering for the treatment plants.

Additionally, the 2007 Consent Order does require a direct connection to one of the East Metro disposal sites. This is extra important since the Co-Trustees have recently said that the Settlement Funds will run out as they cover currently proposed East Metro projects, so they will be transitioning to the Consent Order in the next couple years.

We believe the environmental studies have resulted in several lines of evidence of a connection of Well #5 to the 3M Cottage Grove site, specifically: updated Minnesota Geological Survey mapping of a fault in the bedrock, presence of HQ115/TFSI in Well #5, and additional water composition and PFOA chemical analyses.

We met with the Co-Trustees and Attorney General's Office in late July, and they agreed that there is a connection between Well #5 and 3M. They propose to use the Superfund process to require 3M to cover the costs associated with Well #5, and MPCA notified 3M of such in mid August. MPCA and 3M are presently discussing whether 3M might voluntarily enroll as a responsible party in the Superfund program.

Although it is exciting that we may receive some funding, Superfund is often a long process. The financial coverage and impact on our construction schedule are unknown until we might have a draft Superfund agreement.

In the meantime, the environmental investigations will continue as planned by the MPCA to determine connection and eligibility for the City's other wells.

3M Cottage Grove Draft NPDES/SDS Permit: The MPCA is considering an updated wastewater permit for the 3M Cottage Grove facility. An advanced wastewater treatment system is proposed to treat the facility's wastewater, stormwater, and cooling water; contaminated groundwater and leachate from a nearby landfill; water from a local power station; and decommissioning activities related to its incinerator. The permit would add new water quality protections for the Mississippi River and improve accountability through monitoring and reporting requirements, including removal of certain PFAS chemicals.

On behalf of the City, I submitted comments on the draft permit requesting 3M be financially responsible for damage it has already caused to Hastings drinking water and to the environment, stricter monitoring and regulation of discharge (particularly for PFAS), and greater public transparency.

Financial Impact:

Not applicable

Committee Discussion:

Not applicable

Attachments:

Not applicable