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March 2000

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Council-7 p.m.

HRA-7 p.m.

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Planning-7 p.m.

Energy-7 p.m.

Industrial Park-7:30 a.m.

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Council-7 p.m.

HPC-7 p.m.
NRRRC-7:30 p.m.

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Planning-7 p.m.

CITY OF HASTINGS

COUNCIL MEETING **7:00 P.M.** **DATE:** **Tuesday**
February 22, 2000

I. CALL TO ORDER:

II. ROLL CALL:

III. DETERMINATION OF QUORUM:

IV. APPROVAL OF MINUTES:

Approval of Minutes of the Regular Meeting of February 7, 2000

V. COUNCIL ITEMS TO BE CONSIDERED:

VI. CONSENT AGENDA:

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

1. Pay All Bills As Audited
2. 1999 Transfers/ Fund Closings
3. Approve Safety Glasses & Footwear Policies & Authorization Forms
4. Resolution – Approve Renewal of Consumption & Display Permit—Knights of Columbus, 3075 Vermillion Street
5. Resolution – Approve Massage License for Michelle Caturia
6. Fire Relief Association Pension
7. Resolution – Approve Premises Permit Renewal Application for VFW Post 1210, 320 East 2nd Street
8. Resolution – Approve Transfer of Rivers Grill & Bar Liquor License
9. Resolution – Approve Transfer of Rivers Grill & Bar Amusement License
10. Order a Public Hearing for March 6, 2000 for MN Investment Fund Application
11. Pay Estimate #3 – Ridgedale Electric, Traffic Signal at General Sieben Drive & TH 55 in the amount of \$59,262.22
12. Recommendation to appoint Rob Hollenbeck to the HRA
13. AT&T Wireless Antenna Lease Agreement
14. Council Chambers Video Equipment
15. Appointment to fill a vacancy on Industrial Park Board

VII. AWARDING OF CONTRACTS & PUBLIC HEARING:

- A. Award Contract for Fire Truck
- B. Public Hearing to Consider Amendments to Tobacco Ordinance
- C. Public Hearing – Street Vacation on Locust Street

VIII. REPORTS FROM CITY STAFF:

A. Public Works Director

1. Vermillion River Watershed Organization

B. City Planner

1. Resolution – Street Vacation – Locust Street
2. Site Plan Amendment – Fluegal's Lawn & Garden (Fence)
3. Resolution – 2020 Comprehensive Plan

C. Administrator

1. Wellness Program—Corporate Membership
2. First Reading – Proposed Tobacco Code Amendments
3. Approve Park Plans for Wallin Park & Roadside Park

IX. COMMENTS FROM AUDIENCE:

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS:

XIII. ADJOURNMENT:

Next Regular City Council Meeting on Monday, March 6, 2000

Hastings, Minnesota
February 7, 2000

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, February 7, 2000 at 7:00 p.m. in the City Hall Council Chambers, 101 4th Street East, Hastings, Minnesota

Members Present: Councilmember Yandrasits, Simacek, Johnson, Hicks, Moratzka & Mayor Werner

Members Absent: Councilmember Riveness

Staff Members Present: Dave Osberg, City Administrator;
Tom Montgomery, Public Works Director;
Shawn Moynihan, City Attorney;
Matt Weiland, City Planner;
John Grossman, HRA Director;
Marty McNamara, Parks & Recreation Director;
Melanie Mesko, Administrative Assistant/City Clerk

Approval of Minutes

Mayor Werner asked if there were any corrections or additions to the minutes of the regular meeting of January 18, 2000 and hearing none approved the minutes as presented.

Council Items to Be Considered

Mayor Werner requested the addition of Item C-5 a review of Vermillion River Watershed Management Organization Assessment under Administrator Reports.

Moved by Mayor Werner, seconded by Councilmember Moratzka, to add that item as Item C-5 under Administrative Reports as requested.
6 Ayes; Nays, None.

Consent Agenda

Moved by Councilmember Simacek, seconded by Councilmember Hicks, to approve the Consent Agenda as presented.
6 Ayes; Nays, None.

1. Pay All Bills As Audited
2. Resolution No. 02-02-2000-Application for Raffle Permit: Hastings Downtown Association at the American Legion at 50 Sibley Street
3. Resolution No. 02-02-2000-Application for Raffle Permit: McCabe's Pub-Miesville Lions
4. Resolution No. 02-03-2000-Approving Revisions to Hastings City Code Chapter 4
5. Rescind Acceptance of Utility Department Pickup Truck Quote and Authorize Purchase of 2nd Lowest Quote
6. Adopt Take Home Vehicle Policy
7. Item moved to VIII-C-4 Under Administrator

Consent Agenda (Continued)

8. July, 2000 City Council & Planning Commission Meeting Schedule
9. Police Chief Compensation Schedule Correction
10. 1999/2000 Budget Adjustments and Transfers
11. Order Public Hearing for February 22, 2000 to Discuss Adoption of New Tobacco Ordinance
12. Application for Gambling Premises Permit-Courage Center-at Hastings Country Club, located at 2015 Westview Drive
13. Approve Appointment of Dan Greil to Planning Commission
14. Police Contracted Security Rates
15. Certification of 1999 FTA Drug & Alcohol Collections
16. Slurry Seal for County Road 42 Bikepath

Application to Minnesota Investment Fund for Diversified Manufacturing

HRA Director John Grossman requested that this item be tabled and that a public meeting will be scheduled in the future once the appropriate information has been received.

Moved by Councilmember Moratzka, seconded by Councilmember Johnson, to table this item indefinitely.

Recommendation to Designate Guardian Angels Church and School as Heritage Preservation Sites

HRA Director John Grossman stated that the Heritage Preservation Commission is requesting designation of the former Guardian Angels Church building, Lots 1 & 2, Block 30, exempting the rectory, and the former Guardian Angels School building, Lots 3 & 4 and adjacent to the vacated alley, Block 30 to be designated as Heritage Preservation Sites.

Mayor Werner opened the Public Hearing at 7:07 p.m. Reverend McGlothlin, Pastor of St. Elizabeth Ann Seton Parish, requested that action be postponed as the designation may impact the ability of the church to sell the property for the highest price. There were other comments regarding the designation both pro and con. The public hearing was closed at 7:17 p.m.

Moved by Councilmember Hicks, seconded by Councilmember Simacek, to preserve the church structure and designate the church structure as a Heritage Preservation Site, not to include the School or the Rectory.
6 Ayes; Nays, None.

Moved by Councilmember Moratzka, seconded by Councilmember Simacek, to table the designation of the School to the April 3, 2000 City Council meeting for consideration at that time.

5 Ayes; Nays, 1

Mike Werner voting against.

Comprehensive Plan-Sidewalk Plan

Moved by Councilmember Moratzka, seconded by Councilmember Johnson, to adopt the updated Sidewalk and Trail Plan as presented by Public Works Director Tom Montgomery.

6 Ayes; Nays, None.

Authorize Engineering Consultant-General Sieben Drive Extension Study

Public Works Director Tom Montgomery stated that Staff is requesting Council authorization to sign a contract with a consulting engineering firm to prepare a study comparing alternates for extending General Sieben Drive to connect to County Road 48.

Moved by Councilmember Moratzka, seconded by Councilmember Yandrasits, to approve the request at a cost not to exceed \$5,000.

6 Ayes; Nays, None.

Resolution No. 02-05-2000-Final Plat of Valley Manor 3rd Subdivision

Moved by Councilmember Johnson, seconded by Councilmember Hicks, to approve the final plat of Valley Manor 3rd Subdivision.

6 Ayes; Nays, None. Copy of resolution on file.

Order Public Hearing for Street Vacation on Locust Street

Moved by Councilmember Hicks, seconded by Councilmember Moratzka, to order a public hearing for February 22, 2000 to consider street vacation on Locust Street.

6 Ayes; Nays, None.

Adoption of Computer, E-Mail & Internet Policy

Moved by Councilmember Hicks, seconded by Councilmember Simacek, to approve the Internet Policy as presented with some clarifications regarding inappropriate usage and accessibility to the Internet.

6 Ayes; Nays, None.

Schedule Special City Council Meeting

The City Administrator Dave Osberg requested that the Council schedule a special City Council meeting to review the findings of THK Associates on the Golf Course Market Study. Council sent the item to Planning Commission to review and discuss the report.

Vermillion River Watershed Management Organization Assessment

Public Works Director Tom Montgomery stated that changes in calculations might mean a substantial participation increase by the City with the adoption of the proposed Capital Improvement Plan.

Council requested that the Planning Commission review the VRWMO assessment and for Staff to prepare a resolution available for February 22, 2000 Council meeting.

Presentation Greenways Plan

Bruce Chamberlain was present to update the Council on the progress of the proposed Greenways Plan.

Adjournment

Moved by Councilmember Johnson, seconded by Councilmember Simacek, to adjourn the meeting at 8:40 p.m.

6 Ayes; Nays, None.

ATTEST

Mayor

City Clerk

HASTINGS HERITAGE PRESERVATION COMMISSION

Minutes of the Meeting of January 18, 2000

I. Quorum: Thorsen, Warg, Langenfeld, Coutu, Sovik-Siemens, Goderstad, Smith and Simacek present.

II. Minutes of December 14, 1999 : Motion by Goderstad, second by Sovik-Siemens to approve; motion carried.

III. Review of building permits or design proposals.

Fitch Building, 221 E Second. Awning: canvas, wedge-shaped similar in size and location to turn of century photograph. Motion by Warg, second by Coutu to approve design as submitted; motion carried.

IV. New business

A. Election.

Thorsen nominated for Chair by Smith, second by Simacek; there being no other nominations, Thorsen was elected.

Warg nominated for Vicechair by Coutu, second by Langenfeld; there being no other nominations, Warg was elected.

B. Proposed sidewalk and trail plan. Recommendations to Public Works Director.

Motion by Coutu, second by Smith to recommend as follows; motion carried 8-0.

- Consult with HPC on new and replacement sidewalks in the Historic and Conservation Districts for size, surface, material, trees.
- Sidewalks are consistent with the original streetscape of Hastings and the City should make every effort to retain and maintain existing sidewalks, and the boulevards and trees.

C. Vision and goals for 2000. Following points were made and accepted.

- Reuse plans now being considered for the LeDuc House must include public access.
- The Conservation District should be adopted by City Council to preserve the character of old neighborhoods regardless of redevelopment.
- City actions should make it easier to rehab old housing rather than demolish it: local access to mortgages, rehab loans, advice, sources of help for the do-it-yourselfer, carpenters who will do this kind of work.
- New senior housing should be located near existing retail. Should consider rehab of good existing buildings for senior housing.
- Education is a permanent priority task for the HPC. Historic and preservation information and advice need to be made available as widely as possible. Help the do-it-yourselfers.

V. Staff & Committee Reports.

A. Guardian Angels. Recommendation to designate the Church and the School will be reviewed by the Planning Commission on January 24 and the Public Hearing will be held at the Council Meeting on February 7, 2000. Staff will provide information for both. Chairman Thorsen will present HPC's position at Public Hearing.

B. Interpretive markers, guide and signs with the NPS, City and Chamber. Dick Thorsen and Kathy Sovik-Siemens will represent the HPC at future meetings.

VI. Adjournment.

Motion by Smith and Second by Sovik-Siemens to adjourn; motion carried.

APPROVAL OF BILLS
 PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	BRIGGS & MORGAN	WAGE/HOUR ISSUES STUDY	LEGISLAT	4,530.81
	*** TOTAL FOR DEPT 01			4,530.81
	LASERSHARP, INC.	SX R/M CARTRIDGE	ADMINIST	35.00
	LASERSHARP, INC.	SX R/M CARTRIDGE	ADMINIST	2.28
	*** TOTAL FOR DEPT 02			37.28
	EMERGENCY VEHICLE SUPPLY	DECALS	POLICE	412.50
	EMERGENCY VEHICLE SUPPLY	DECALS	POLICE	26.81
	HASTINGS AUTO BODY, INC.	REPAIR SQUAD 1414	POLICE	948.23
	HASTINGS AUTO BODY, INC.	REPAIR SQUAD 1414	POLICE	40.05
	WUOLLET, GERALD	REIMB ASP BASIC KIT	POLICE	60.00
	*** TOTAL FOR DEPT 21			1,487.59
	YANISCH, HERBERT	OVERPMT CALL 991542	AMBULANC	1,026.20
	CHRISTENSEN, ALVIN E.	OVERPMT CALL 991562	AMBULANC	612.36
	*** TOTAL FOR DEPT 23			1,638.56
	COUNTY MARKET	Y2K STAFFING AT EOC	EMS	365.87
	*** TOTAL FOR DEPT 30			365.87
	DAKOTA COUNTY RECORDER	DEC RECORDING QUALITY 1	INDUSTRI	19.50
	*** TOTAL FOR DEPT 64			19.50
	TKDA ENGINEERS	WELL #1 INVESTIGATION	WATER	199.52
	TKDA ENGINEERS	WATER COMP PLAN	WATER	559.40
	TKDA ENGINEERS	WELL #1 EVALUATION	WATER	299.28
	TKDA ENGINEERS	WATER SYSTEM PLAN UPDATE	WATER	514.56
	*** TOTAL FOR DEPT 70			1,572.76
	RIVER VALLEY CLINIC	RANDOM DRUG TEST TOENJES TRANSIT		19.00
	*** TOTAL FOR DEPT 72			19.00
	BRKW APPRAISALS	BENEFITS ANALYSIS SOLAC	CONSTRUC	4,800.00
	RIDGEDALE ELECTRIC, INC.	PAY EST #3 55/GSD SIGNAL	CONSTRUC	59,262.22
	*** TOTAL FOR DEPT 99			64,062.22
	*** TOTAL FOR BANK 15			73,733.59
	HOISINGTON KOEGLER GROUP	COMP PLAN HOUSING COMPON	LEGISLAT	174.00
	JOHNSON, R.L. JEWELERS	RETIREMENT CERT-WASYLIK	LEGISLAT	200.00
	JOHNSON, R.L. JEWELERS	RETIRE WATCH-SORENSEN	LEGISLAT	187.21
	JOHNSON, R.L. JEWELERS	RETIRE WATCH-SORENSEN	LEGISLAT	12.17
	JOHNSON, R.L. JEWELERS	RETIRE WATCH-PUTZ	LEGISLAT	119.00
	JOHNSON, R.L. JEWELERS	RETIRE WATCH-PUTZ	LEGISLAT	7.74
	LAB SAFETY SUPPLY CO.	SAFETY RECORD SIGN	LEGISLAT	160.73
	THK ASSOCIATES INC.	GOLF COURSE STUDY	LEGISLAT	563.52
	*** TOTAL FOR DEPT 01			1,424.37
	A T & T	JAN LONG DISTANCE	ADMINIST	15.15
	A T & T	JAN LONG DISTANCE	ADMINIST	0.95
	BOISE CASCADE OFFICE	DISK MAILERS	ADMINIST	3.68

APPROVAL OF BILLS
PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	BOISE CASCADE OFFICE	DISK MAILERS	ADMINIST	0.24
	BOISE CASCADE OFFICE	REPORT COVERS	ADMINIST	29.98
	BOISE CASCADE OFFICE	REPORT COVERS	ADMINIST	1.95
	BOISE CASCADE OFFICE	BINDERS/FOLDERS	ADMINIST	41.19
	BOISE CASCADE OFFICE	BINDERS/FOLDERS	ADMINIST	2.68
	BOISE CASCADE OFFICE	STORAGE BOXES	ADMINIST	88.56
	BOISE CASCADE OFFICE	STORAGE BOXES	ADMINIST	5.76
	BT OFFICE PRODUCTS INT'L.	BINDERS	ADMINIST	22.42
	BT OFFICE PRODUCTS INT'L.	BINDERS	ADMINIST	1.46
	BT OFFICE PRODUCTS INT'L.	NOTARY STMP-TOENJES	ADMINIST	19.95
	BT OFFICE PRODUCTS INT'L.	NOTARY STMP-TOENJES	ADMINIST	1.30
	BT OFFICE PRODUCTS INT'L.	DISKS/LABELS	ADMINIST	158.58
	BT OFFICE PRODUCTS INT'L.	DISKS/LABELS	ADMINIST	10.31
	BT OFFICE PRODUCTS INT'L.	BINDERS	ADMINIST	53.52
	BT OFFICE PRODUCTS INT'L.	BINDERS	ADMINIST	3.48
	BT OFFICE PRODUCTS INT'L.	BINDERS	ADMINIST	29.67
	BT OFFICE PRODUCTS INT'L.	BINDERS	ADMINIST	1.93
	BT OFFICE PRODUCTS INT'L.	PAPER/BINDERS/BANDAGES	ADMINIST	451.98
	BT OFFICE PRODUCTS INT'L.	PAPER/BINDERS/BANDAGES	ADMINIST	29.38
	BT OFFICE PRODUCTS INT'L.	RETURN MINUTE BOOKS	ADMINIST	190.62-
	BT OFFICE PRODUCTS INT'L.	RETURN MINUTE BOOKS	ADMINIST	12.39-
	BT OFFICE PRODUCTS INT'L.	PAPER	ADMINIST	148.10
	BT OFFICE PRODUCTS INT'L.	PAPER	ADMINIST	9.63
	BT OFFICE PRODUCTS INT'L.	CALCULATORS/BINDERS	ADMINIST	381.34
	BT OFFICE PRODUCTS INT'L.	CALCULATORS/BINDERS	ADMINIST	24.79
	BT OFFICE PRODUCTS INT'L.	BATTERIES/BINDERS	ADMINIST	30.48
	BT OFFICE PRODUCTS INT'L.	BATTERIES/BINDERS	ADMINIST	1.98
	BT OFFICE PRODUCTS INT'L.	ENVELOPES	ADMINIST	39.69
	BT OFFICE PRODUCTS INT'L.	ENVELOPES	ADMINIST	2.58
	BT OFFICE PRODUCTS INT'L.	ENVELOPES	ADMINIST	19.89
	BT OFFICE PRODUCTS INT'L.	ENVELOPES	ADMINIST	1.29
	BT OFFICE PRODUCTS INT'L.	INK ROLLERS	ADMINIST	17.60
	BT OFFICE PRODUCTS INT'L.	INK ROLLERS	ADMINIST	1.14
	BT OFFICE PRODUCTS INT'L.	RETURN CALCULATORS	ADMINIST	367.96-
	BT OFFICE PRODUCTS INT'L.	RETURN CALCULATORS	ADMINIST	23.92-
	BT OFFICE PRODUCTS INT'L.	FILE/RTRY	ADMINIST	36.40
	BT OFFICE PRODUCTS INT'L.	FILE/RTRY	ADMINIST	2.37
	BT OFFICE PRODUCTS INT'L.	BASE/CAL	ADMINIST	8.59
	BT OFFICE PRODUCTS INT'L.	BASE/CAL	ADMINIST	0.56
	BT OFFICE PRODUCTS INT'L.	FILE/BATTERY/FOLDERS/BIN	ADMINIST	125.30
	BT OFFICE PRODUCTS INT'L.	FILE/BATTERY/FOLDERS/BIN	ADMINIST	8.14
	BT OFFICE PRODUCTS INT'L.	CAL REFILL	ADMINIST	15.99
	BT OFFICE PRODUCTS INT'L.	CAL REFILL	ADMINIST	1.04
	BT OFFICE PRODUCTS INT'L.	RETURN FILE/BATT CREDIT	ADMINIST	49.50-
	BT OFFICE PRODUCTS INT'L.	RETURN FILE/BATT CREDIT	ADMINIST	3.22-
	BT OFFICE PRODUCTS INT'L.	RETURN FILE/RTRY	ADMINIST	36.40-
	BT OFFICE PRODUCTS INT'L.	RETURN FILE/RTRY	ADMINIST	2.37-
	BT OFFICE PRODUCTS INT'L.	FILE/BINDERS	ADMINIST	47.18
	BT OFFICE PRODUCTS INT'L.	FILE/BINDERS	ADMINIST	3.07
	FARMER BROS CO.	COFFEE	ADMINIST	47.84
	GRAPHIC DESIGN	LETTERHEAD	ADMINIST	135.00
	GRAPHIC DESIGN	LETTERHEAD	ADMINIST	8.78
	HASTINGS STAR GAZETTE	GAZETTE SUBSCRIPTION	ADMINIST	37.50

APPROVAL OF BILLS
PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	RELIABLE OFFICE SUPPLY	PAPER/PENS/FOLDERS	ADMINIST	472.37
	RELIABLE OFFICE SUPPLY	PAPER/PENS/FOLDERS	ADMINIST	30.70
	RELIABLE OFFICE SUPPLY	PAPER/PENS/FOLDERS	ADMINIST	464.45
	RELIABLE OFFICE SUPPLY	PAPER/PENS/FOLDERS	ADMINIST	30.19
	TWIN CTY AREA LABOR MGNT	2000 MEMBERSHIP	ADMINIST	200.00
	WAL MART STORE #01-1472	INK CARTRIDGES	ADMINIST	86.91
	WAL MART STORE #01-1472	INK CARTRIDGES	ADMINIST	5.65
	*** TOTAL	FOR DEPT 02		2,734.28
	LUNDBERG, JAMES A.	CANCEL ARBITRATION HRNG	PERSONNE	325.00
	*** TOTAL	FOR DEPT 03		325.00
	GRAPHIC DESIGN	BUDGET COVERS/TABS	FINANCE	309.00
	GRAPHIC DESIGN	BUDGET COVERS/TABS	FINANCE	20.09
	NORWEST INVESTMENT SERV.	JAN SAFEKEEPING	FINANCE	43.25
	*** TOTAL	FOR DEPT 05		372.34
	DAKOTA ELECTRIC ASSN	JAN ELECTRIC	CITY HAL	15.98
	DAKOTA ELECTRIC ASSN	JAN ELECTRIC	CITY HAL	1.72
	WEARGUARD	SHIRTS/PANTS	CITY HAL	145.89
	*** TOTAL	FOR DEPT 08		163.59
	A T & T	JAN LONG DISTANCE	POLICE	116.58
	A T & T	JAN LONG DISTANCE	POLICE	7.35
	BT OFFICE PRODUCTS INT'L.	FORMS	POLICE	3.21
	BT OFFICE PRODUCTS INT'L.	FORMS	POLICE	0.21
	BT OFFICE PRODUCTS INT'L.	TAPES/PAPER/PENS/ETC.	POLICE	100.15
	BT OFFICE PRODUCTS INT'L.	TAPES/PAPER/PENS/ETC.	POLICE	6.51
	COLOR LAB INC.(PHOTO FAIR	DEV/PRINTING	POLICE	7.98
	COLOR LAB INC.(PHOTO FAIR	DEV/PRINTING	POLICE	0.52
	CONVERGENT COMMUNICATIONS	MOVE/CHANGE PD CHIEF PHO	POLICE	281.00
	DELLWO, PAUL	REIMB SWAT TEAM SUPPLIES	POLICE	293.92
	GRAPHIC DESIGN	PAPER	POLICE	10.00
	GRAPHIC DESIGN	PAPER	POLICE	0.65
	GRAPHIC DESIGN	LETTERHEAD	POLICE	56.00
	GRAPHIC DESIGN	LETTERHEAD	POLICE	3.64
	HASTINGS STAR GAZETTE	SUBSCRIPTION-POLCE DEPT	POLICE	37.50
	BIRCHEN ENTERPRISES INC.	OIL CHANGE	POLICE	15.45
	BIRCHEN ENTERPRISES INC.	OIL CHANGE	POLICE	0.91
	BIRCHEN ENTERPRISES INC.	HEATER CORE HOSE REPAIR	POLICE	54.45
	BIRCHEN ENTERPRISES INC.	HEATER CORE HOSE REPAIR	POLICE	1.10
	BIRCHEN ENTERPRISES INC.	BATTERY	POLICE	37.46
	BIRCHEN ENTERPRISES INC.	BATTERY	POLICE	1.62
	BIRCHEN ENTERPRISES INC.	OIL CHANGE	POLICE	15.45
	BIRCHEN ENTERPRISES INC.	OIL CHANGE	POLICE	0.91
	BIRCHEN ENTERPRISES INC.	OIL CHANGE/ PLUG TIRE	POLICE	26.45
	BIRCHEN ENTERPRISES INC.	OIL CHANGE/ PLUG TIRE	POLICE	1.10
	BIRCHEN ENTERPRISES INC.	TIRE REPAIR	POLICE	7.20
	BIRCHEN ENTERPRISES INC.	OIL CHANGE	POLICE	15.45
	BIRCHEN ENTERPRISES INC.	OIL CHANGE	POLICE	0.91
	BIRCHEN ENTERPRISES INC.	BRAKE REPAIR	POLICE	109.45
	BIRCHEN ENTERPRISES INC.	BRAKE REPAIR	POLICE	2.30
	MN CHIEFS OF POLICE ASSN	2000 MEMBERSHIP	POLICE	150.00

APPROVAL OF BILLS
PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	MUNSON MICHAEL	IOI CONF-MUNSON/HICKS	POLICE	309.39
	OFFICE MAX	TYPEWRITER	POLICE	455.39
	OFFICE MAX	TYPEWRITER	POLICE	29.60
	PAGNET OF MN	MONTHLY PAGER FEE	POLICE	233.37
	PAGNET OF MN	MONTHLY PAGER FEE	POLICE	15.12
	REGINA MEDICAL CENTER	ER-GROTHER	POLICE	703.00
	REIS, INC	KEYS	POLICE	2.82
	REIS, INC	KEYS	POLICE	0.18
	RIVER VALLEY CLINIC	PHYSICAL-MURR	POLICE	90.50
	RIVER VALLEY CLINIC	PHYSICAL-NOWLAN	POLICE	114.50
	SLIDE LOCK TOOL COMPANY	VEHICLE UNLOCK KITS	POLICE	238.70
	SLIDE LOCK TOOL COMPANY	VEHICLE UNLOCK KITS	POLICE	6.50
	HELGET, MICHAEL T.	TOWING	POLICE	57.00
	HELGET, MICHAEL T.	TOWING	POLICE	2.93
	HELGET, MICHAEL T.	TOWING	POLICE	57.00
	HELGET, MICHAEL T.	TOWING	POLICE	2.93
	HELGET, MICHAEL T.	TOWING	POLICE	45.00
	HELGET, MICHAEL T.	TOWING	POLICE	2.92
	UNIFORMS UNLIMITED	UNIFORM-NOWLAN	POLICE	970.05
	UNIFORMS UNLIMITED	UNIFORM-NOWLAN	POLICE	29.93
	UNIFORMS UNLIMITED	SHIRTS-MCMENOMY	POLICE	53.90
	TECH PARTNERS	SERVER MAINT	POLICE	24.50
	WAL MART STORE #01-1472	KEY/6-PIN	POLICE	11.64
	WAL MART STORE #01-1472	KEY/6-PIN	POLICE	0.76
	WAL MART STORE #01-1472	WNSHLD WASH	POLICE	11.76
	WAL MART STORE #01-1472	WNSHLD WASH	POLICE	0.76
	WAL MART STORE #01-1472	BINDERS	POLICE	13.85
	WAL MART STORE #01-1472	BINDERS	POLICE	0.90
	WAL MART STORE #01-1472	FILM/CASSETTES	POLICE	87.58
	WAL MART STORE #01-1472	FILM/CASSETTES	POLICE	5.69
	*** TOTAL FOR DEPT 21			4,943.60
	AMERICAN LINEN & APPAREL	TOWELS	FIRE	20.00
	AMERICAN LINEN & APPAREL	TOWELS	FIRE	1.30
	AMOCO OIL CO	GASLOLINE	FIRE	14.48
	A T & T	JAN LONG DISTANCE	FIRE	41.76
	A T & T	JAN LONG DISTANCE	FIRE	2.64
	CLAREY'S SAFETY EQUIP INC	PART FOR AIR HORN	FIRE	31.38
	DAKOTA COUNTY FIRE CHIEFS	2000 DUES	FIRE	30.00
	ACE HARDWARE	KEY RING	FIRE	2.19
	ACE HARDWARE	KEY RING	FIRE	0.14
	ACE HARDWARE	ROPE CLAMP	FIRE	3.18
	ACE HARDWARE	ROPE CLAMP	FIRE	0.21
	ACE HARDWARE	ROPE MANILA	FIRE	8.10
	ACE HARDWARE	ROPE MANILA	FIRE	0.53
	ACE HARDWARE	NOZZLE/QUIK MELT	FIRE	16.24
	ACE HARDWARE	NOZZLE/QUIK MELT	FIRE	1.06
	ACE HARDWARE	CAULK/GLUE	FIRE	14.16
	ACE HARDWARE	CAULK/GLUE	FIRE	0.92
	ACE HARDWARE	GLASS	FIRE	13.87
	ACE HARDWARE	GLASS	FIRE	0.90
	ACE HARDWARE	GLASS	FIRE	13.87
	ACE HARDWARE	GLASS	FIRE	0.90

APPROVAL OF BILLS
PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	MIKE'S SHOE REPAIR INC.	REPAIR BUNKER COAT	FIRE	18.95
	MN DEPT/LABOR & INDUSTRY	BOILER LIC EXEMPTION	FIRE	10.00
	MN FIRE AGN PURCHS CONSR	2000 MEMBERSHIP DUES	FIRE	35.00
	MOTOR PARTS SERVICE CO	BLO-GUN	FIRE	12.31
	MOTOR PARTS SERVICE CO	BLO-GUN	FIRE	0.81
	NORTHERN STATES POWER	JAN ELECTRIC	FIRE	753.79
	NORTHERN STATES POWER	JAN ELECTRIC	FIRE	49.00
	STATE FIRE SCHOOL	12 HR TUITION	FIRE	85.00
	STATE FIRE SCHOOL	04 HR TUITION	FIRE	55.00
	WAL MART STORE #01-1472	SUPPLIES	FIRE	5.40
	WAL MART STORE #01-1472	SUPPLIES	FIRE	0.35
	WAL MART STORE #01-1472	REFUSE LINERS	FIRE	10.74
	WAL MART STORE #01-1472	REFUSE LINERS	FIRE	0.70
	WAL MART STORE #01-1472	SOAP	FIRE	22.32
	WAL MART STORE #01-1472	SOAP	FIRE	1.45
	WAL MART STORE #01-1472	TOWELS/CUPS	FIRE	40.74
	WAL MART STORE #01-1472	TOWELS/CUPS	FIRE	2.65
	WAL MART STORE #01-1472	FILM/LOTION	FIRE	26.82
	WAL MART STORE #01-1472	FILM/LOTION	FIRE	1.74
	*** TOTAL FOR DEPT 22			1,350.60
	PARR EMERGENCY, INC	AMB SUPPLIES	AMBULANC	930.00
	PARR EMERGENCY, INC	AMB SUPPLIES	AMBULANC	53.01
	PARR EMERGENCY, INC	AMB SUPPLIES	AMBULANC	102.30
	PARR EMERGENCY, INC	AMB SUPPLIES	AMBULANC	153.45
	PARR EMERGENCY, INC	AMB SUPPLIES	AMBULANC	53.01
	PARR EMERGENCY, INC	AMB SUPPLIES	AMBULANC	655.22
	PRAXAIR DISTRIBUTION INC.	OXYGEN	AMBULANC	157.37
	PRAXAIR DISTRIBUTION INC.	OXYGEN	AMBULANC	134.89
	PRAXAIR DISTRIBUTION INC.	OXYGEN	AMBULANC	66.87
	REGINA MEDICAL CENTER	AMB SUPPLIES	AMBULANC	419.42
	WAL MART STORE #01-1472	ANTIFREEZE/WWASH	AMBULANC	26.16
	WAL MART STORE #01-1472	ANTIFREEZE/WWASH	AMBULANC	1.70
	WAL MART STORE #01-1472	LANCETS	AMBULANC	23.94
	WAL MART STORE #01-1472	LANCETS	AMBULANC	49.66
	*** TOTAL FOR DEPT 23			2,827.00
	UNIVERSITY OF MINNESOTA	MN PERMIT TECHNICIANS	BUILDING	60.00
	*** TOTAL FOR DEPT 24			60.00
	HANSEN, KURT WALTER	JAN BOARDING DOGS/CATS	ANIMAL C	223.68
	HANSEN, KURT WALTER	JAN BOARDING DOGS/CATS	ANIMAL C	2.08
	TOP DOG INC.	FEB ANIMAL CONTROL	ANIMAL C	1,135.00
	*** TOTAL FOR DEPT 27			1,360.76
	ANDERSEN, E.F. & ASSOC.	SCHOOL XING SIGN	STREETS	78.75
	ANDERSEN, E.F. & ASSOC.	SCHOOL XING SIGN	STREETS	5.12
	A T & T	JAN LONG DISTANCE	STREETS	10.19
	A T & T	JAN LONG DISTANCE	STREETS	0.65
	BARCO MUNICIPAL PRODUCTS	ABRASIVE WHEELS/MH HOOK	STREETS	458.98
	BARCO MUNICIPAL PRODUCTS	ABRASIVE WHEELS/MH HOOK	STREETS	28.65
	BRAD RAGAN TIRE INC.	TIRES FOR TRK 134	STREETS	810.48
	BRAD RAGAN TIRE INC.	TIRES FOR TRK 134	STREETS	48.13

APPROVAL OF BILLS
 PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	C.T. FARM & COUNTRY	COVERALLS-SHOP	STREETS	26.99
	D.J.'S MUNICIPAL SUPPLY	LUTE RAKES	STREETS	280.36
	D.J.'S MUNICIPAL SUPPLY	LUTE RAKES	STREETS	17.36
	G & K SERVICES	SHOP TOWELS/MATS	STREETS	74.99
	G & K SERVICES	SHOP TOWELS/MATS	STREETS	4.87
	H & L MESABI	FLOW BLADES	STREETS	907.44
	H & L MESABI	FLOW BLADES	STREETS	58.98
	ACE HARDWARE	COUPL HOSE	STREETS	3.38
	ACE HARDWARE	COUPL HOSE	STREETS	0.22
	ACE HARDWARE	BLADES/WISE PLIER/BOLTS	STREETS	34.72
	ACE HARDWARE	BLADES/WISE PLIER/BOLTS	STREETS	2.26
	ACE HARDWARE	CHAIN LINK/HOOK	STREETS	2.62
	ACE HARDWARE	CHAIN LINK/HOOK	STREETS	0.17
	ACE HARDWARE	TAPE/BROOM/JACK/GREASE	STREETS	58.82
	ACE HARDWARE	TAPE/BROOM/JACK/GREASE	STREETS	3.82
	ACE HARDWARE	PEGBOARD	STREETS	4.89
	ACE HARDWARE	PEGBOARD	STREETS	0.32
	ACE HARDWARE	FLASHLIGHT/STR ATLAS	STREETS	31.89
	ACE HARDWARE	FLASHLIGHT/STR ATLAS	STREETS	2.07
	ACE HARDWARE	BOLTS/WIRE/COVER	STREETS	10.99
	ACE HARDWARE	BOLTS/WIRE/COVER	STREETS	0.71
	ACE HARDWARE	NOZZLE	STREETS	12.98
	ACE HARDWARE	NOZZLE	STREETS	0.84
	ACE HARDWARE	HILLMAN FASTENERS	STREETS	3.80
	ACE HARDWARE	HILLMAN FASTENERS	STREETS	0.25
	ACE HARDWARE	GLASS/WHEEL GRIND	STREETS	9.57
	ACE HARDWARE	GLASS/WHEEL GRIND	STREETS	0.62
	ACE HARDWARE	WHEELBARROW	STREETS	55.17
	ACE HARDWARE	WHEELBARROW	STREETS	3.59
	MOTOR PARTS SERVICE CO	FILTERS	STREETS	90.23
	MOTOR PARTS SERVICE CO	FILTERS	STREETS	5.87
	MOTOR PARTS SERVICE CO	BOLTS/WASHERS	STREETS	0.60
	MOTOR PARTS SERVICE CO	BOLTS/WASHERS	STREETS	0.04
	MOTOR PARTS SERVICE CO	BULBS	STREETS	34.20
	MOTOR PARTS SERVICE CO	BULBS	STREETS	2.23
	MOTOR PARTS SERVICE CO	WIPER BLADES	STREETS	13.76
	MOTOR PARTS SERVICE CO	WIPER BLADES	STREETS	0.90
	MOTOR PARTS SERVICE CO	WIPER BLADES	STREETS	6.88
	MOTOR PARTS SERVICE CO	WIPER BLADES	STREETS	0.45
	MOTOR PARTS SERVICE CO	FLASHERS	STREETS	3.25
	MOTOR PARTS SERVICE CO	FLASHERS	STREETS	0.22
	MOTOR PARTS SERVICE CO	TRI FLOW/FITTINGS	STREETS	49.06
	MOTOR PARTS SERVICE CO	TRI FLOW/FITTINGS	STREETS	3.19
	MOTOR PARTS SERVICE CO	FITTING/AIR TUBING	STREETS	3.83
	MOTOR PARTS SERVICE CO	FITTING/AIR TUBING	STREETS	0.25
	MOTOR PARTS SERVICE CO	WIPER BLADES	STREETS	19.78
	MOTOR PARTS SERVICE CO	WIPER BLADES	STREETS	1.29
	NINE EAGLES GOLF CO.	SHIRTS-BIRK	STREETS	78.00
	*** TOTAL FOR DEPT 32			3,369.67
	DAKOTA ELECTRIC ASSN	JAN ELECTRIC	ST LIGHT	711.72
	DAKOTA ELECTRIC ASSN	JAN ELECTRIC	ST LIGHT	46.26
	NORTHERN STATES POWER	JAN ELECTRIC	ST LIGHT	10,511.88

APPROVAL OF BILLS
 PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	NORTHERN STATES POWER	JAN ELECTRIC	ST LIGHT	592.62
	*** TOTAL FOR DEPT 33			11,862.48
	HASTINGS STAR GAZETTE	BAILEY RIDGE PRELIM PLAT	CITY CLE	24.36
	HASTINGS STAR GAZETTE	2020 COMP PLAN	CITY CLE	18.27
	LATHAM, CAROL	MILEAGE-WORD CLASS	CITY CLE	15.60
	SCHROEDER, ADELINE	MILEAGE 2/1/00	CITY CLE	16.25
	*** TOTAL FOR DEPT 41			74.48
	A T & T	JAN LONG DISTANCE	PK OPERA	7.68
	A T & T	JAN LONG DISTANCE	PK OPERA	0.48
	DAY-TIMERS, INC.	DESK HOT LIST	PK OPERA	16.48
	DAY-TIMERS, INC.	DESK HOT LIST	PK OPERA	1.07
	DAY-TIMERS, INC.	DESK FILLER/CARD HOLDER	PK OPERA	35.98
	DAY-TIMERS, INC.	DESK FILLER/CARD HOLDER	PK OPERA	2.34
	FIRST NAT'L BANK	SR CENTER-MARCH	PK OPERA	1,904.00
	GRAPHIC DESIGN	SELF INK POSTAGE STAMP	PK OPERA	27.00
	GRAPHIC DESIGN	SELF INK POSTAGE STAMP	PK OPERA	1.88
	ACE HARDWARE	DRILL BIT/BOLT	PK OPERA	13.40
	ACE HARDWARE	DRILL BIT/BOLT	PK OPERA	0.87
	LEAGUE OF MN CITIES	SAFETY/LOSS CONTROL WKSH	PK OPERA	40.00
	LEEF BROTHERS, INC.	TOWELS/MATS	PK OPERA	38.13
	LEEF BROTHERS, INC.	TOWELS/MATS	PK OPERA	2.48
	MTI DISTRIBUTING COMPANY	REPAIRS TORO MOWER	PK OPERA	3,326.18
	MTI DISTRIBUTING COMPANY	REPAIRS TORO MOWER	PK OPERA	112.66
	NORTHERN STATES POWER	JAN ELECTRIC	PK OPERA	1,345.37
	NORTHERN STATES POWER	JAN ELECTRIC	PK OPERA	94.76
	O'CONNOR PLBG & HEATING	REPAIR-SR CENTER	PK OPERA	750.00
	UNIVERSITY OF MINNESOTA	SHADE TREE WKSP-ERICKSON	PK OPERA	100.00
	UNIVERSITY OF MINNESOTA	SHADE TREE WKSP-SMITH	PK OPERA	100.00
	UNIVERSITY OF MINNESOTA	SHADE TREE WKSP-CERNOHOU	PK OPERA	100.00
	UNIVERSITY OF MINNESOTA	SHADE TREE WKSP-LIKES	PK OPERA	100.00
	UNIVERSITY OF MINNESOTA	SHADE TREE WKSP-STEVENS	PK OPERA	165.00
	VERIFIED CREDENTIAL INC.	BACKGROUND CHECK	PK OPERA	20.00
	ZEE MEDICAL SERVICES	FIRST AID SUPPLIES	PK OPERA	186.45
	ZEE MEDICAL SERVICES	FIRST AID SUPPLIES	PK OPERA	12.12
	*** TOTAL FOR DEPT 53			8,504.33
	BRADLEY & DEIKE PA	CONFLICT OF INTEREST SVC	HRA	162.50
	DOWNTOWN HASTINGS ASSN	2000 MEMBERSHIP DUES	HRA	60.00
	GROSSMAN, JOHN	HRA MILEAGE	HRA	18.65
	*** TOTAL FOR DEPT 63			241.15
	GROSSMAN, JOHN	IPB MILEAGE	INDUSTRI	29.90
	THE ECONOMIST	SUBSCRIPTION	INDUSTRI	125.00
	*** TOTAL FOR DEPT 64			154.90
	A T & T	JAN LONG DISTANCE	WATER	10.20
	A T & T	JAN LONG DISTANCE	WATER	0.64
	NORTHERN STATES POWER	JAN ELECTRIC	WATER	5,559.85
	NORTHERN STATES POWER	JAN ELECTRIC	WATER	23.41
	*** TOTAL FOR DEPT 70			5,594.10
	NORTHERN STATES POWER	JAN ELECTRIC	WASTEWAT	369.46

APPROVAL OF BILLS
 PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	NORTHERN STATES POWER	JAN ELECTRIC	WASTEWAT	24.01
	*** TOTAL FOR DEPT 71			393.47
A T & T		JAN LONG DISTANCE	TRANSIT	3.84
A T & T		JAN LONG DISTANCE	TRANSIT	0.24
HASTINGS BUS CO		BACK-UP DRIVER 1/3/00	TRANSIT	53.59
HASTINGS BUS CO		BACK-UP DRIVER 1/4/00	TRANSIT	63.16
HASTINGS BUS CO		BACK-UP DRIVER 1/5/00	TRANSIT	61.84
HASTINGS BUS CO		BACK-UP DRIVER 1/6/00	TRANSIT	49.47
HASTINGS BUS CO		BACK-UP DRIVER 1/7/00	TRANSIT	53.59
HASTINGS BUS CO		BACK-UP DRIVER 1/7/00	TRANSIT	136.04
HASTINGS BUS CO		BACK-UP DRIVER 1/10/00	TRANSIT	57.72
HASTINGS BUS CO		BACK-UP DRIVER 1/11/00	TRANSIT	61.84
HASTINGS BUS CO		BACK-UP DRIVER 1/12/00	TRANSIT	54.91
HASTINGS BUS CO		BACK-UP DRIVER 1/13/00	TRANSIT	65.96
HASTINGS BUS CO		BACK-UP DRIVER 1/18/00	TRANSIT	61.84
HASTINGS BUS CO		BACK-UP DRIVER 1/19/00	TRANSIT	61.84
HASTINGS BUS CO		BACK-UP DRIVER 1/19/00	TRANSIT	70.08
HASTINGS BUS CO		BACK-UP DRIVER 1/19/00	TRANSIT	53.59
HASTINGS BUS CO		BACK-UP DRIVER 1/24/00	TRANSIT	78.33
HASTINGS BUS CO		BACK-UP DRIVER 1/25/00	TRANSIT	89.21
HASTINGS BUS CO		BACK-UP DRIVER 1/25/00	TRANSIT	53.59
HASTINGS BUS CO		BACK-UP DRIVER 1/26/00	TRANSIT	61.84
HASTINGS BUS CO		BACK-UP DRIVER 1/26/00	TRANSIT	136.04
HASTINGS BUS CO		BACK-UP DRIVER 1/27/00	TRANSIT	188.15
HASTINGS BUS CO		BACK-UP DRIVER 1/28/00	TRANSIT	45.35
HASTINGS BUS CO		BACK-UP DRIVER 1/28/00	TRANSIT	136.04
HASTINGS BUS CO		BACK-UP DRIVER 1/31/00	TRANSIT	136.04
HASTINGS BUS CO		BACK-UP DRIVER 1/31/00	TRANSIT	57.72
ACE HARDWARE		KEYS	TRANSIT	10.53
ACE HARDWARE		KEYS	TRANSIT	0.68
ACE HARDWARE		VELCRO FOR PHONES	TRANSIT	2.29
ACE HARDWARE		VELCRO FOR PHONES	TRANSIT	0.15
MOTOR PARTS SERVICE CO		RED MARKERS	TRANSIT	10.41
MOTOR PARTS SERVICE CO		RED MARKERS	TRANSIT	0.68
VERIFIED CREDENTIAL INC.		BACKGROUND CHECK	TRANSIT	20.00
	*** TOTAL FOR DEPT 72			1,936.60
A T & T		JAN LONG DISTANCE	HYDRO	15.21
A T & T		JAN LONG DISTANCE	HYDRO	0.80
NORTHERN STATES POWER		JAN ELECTRIC	HYDRO	7,844.62
NORTHERN STATES POWER		JAN ELECTRIC	HYDRO	508.21
	*** TOTAL FOR DEPT 73			8,368.84
A T & T		JAN LONG DISTANCE	ARENA	8.63
A T & T		JAN LONG DISTANCE	ARENA	0.54
DALCO		TRASH CANS	ARENA	143.84
DALCO		TRASH CANS	ARENA	8.70
DOMINO'S PIZZA		PIZZAS	ARENA	43.52
DOMINO'S PIZZA		PIZZAS	ARENA	2.83
EMILY'S		PASTRY	ARENA	50.50
ENSTROM, JOHN		TAPE	ARENA	563.50
FAIR OFFICE WORLD		INK FOR COPIER	ARENA	97.87

APPROVAL OF BILLS
 PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	FAIR OFFICE WORLD	INK FOR COPIER	ARENA	6.36
	FARMER BROS CO.	COFFEE/COCOA/CIDER	ARENA	322.99
	FARMER BROS CO.	COFFEE/COCOA/CIDER	ARENA	475.23
	1ST LINE BEVERAGES INC.	BEVERAGES	ARENA	316.29
	1ST LINE BEVERAGES INC.	BEVERAGES	ARENA	199.63
	FRITZ CO. INC.	CARMEL CORN/TAFFY	ARENA	73.80
	FRITZ CO. INC.	LAFFY TAFFY CREDIT	ARENA	27.00-
	GARTNER REFRIGERATION	REPAIR CONDENSOR	ARENA	2,012.46
	GARTNER REFRIGERATION	REPAIR CONDENSOR	ARENA	71.53
	GRAPHIC DESIGN	OPEN SKATING BOOKS	ARENA	85.00
	GRAPHIC DESIGN	OPEN SKATING BOOKS	ARENA	5.53
	GRAPHIC DESIGN	OPEN SKATE SCHEDULES	ARENA	60.00
	GRAPHIC DESIGN	OPEN SKATE SCHEDULES	ARENA	3.90
	ACE HARDWARE	ELEC/PLUMBING SUPPLIES	ARENA	31.73
	ACE HARDWARE	ELEC/PLUMBING SUPPLIES	ARENA	2.06
	ACE HARDWARE	RUSTSTOP SPRAY/BULBS	ARENA	10.87
	ACE HARDWARE	RUSTSTOP SPRAY/BULBS	ARENA	0.71
	ACE HARDWARE	TERM SNAPPL	ARENA	2.58
	ACE HARDWARE	TERM SNAPPL	ARENA	0.17
	ACE HARDWARE	V BELT	ARENA	4.39
	ACE HARDWARE	V BELT	ARENA	0.29
	JOHNSON, MICHAEL	PIZZAS	ARENA	220.80
	MIDWEST COCA-COLA BTLG CO	SODA/WATER	ARENA	313.50
	MIDWEST COCA-COLA BTLG CO	SODA/WATER	ARENA	605.15
	MIDWEST COCA-COLA BTLG CO	BEVERAGES	ARENA	409.25
	MIDTOWN FOOD CENTER	JAN CHARGES-ARENA	ARENA	237.92
	MINNCOMM PAGING	PAGER 2/1-4/30	ARENA	19.20
	MINNCOMM PAGING	PAGER 2/1-4/30	ARENA	1.25
	R & R SPECIALITIES, INC.	BLADE GRINDS	ARENA	70.00
	REIS, INC	SCREWS/NUTS/FILTERS	ARENA	17.84
	REIS, INC	SCREWS/NUTS/FILTERS	ARENA	1.16
	REIS, INC	STOCK POT/STONE	ARENA	21.27
	REIS, INC	STOCK POT/STONE	ARENA	1.38
	SYSCO, MINNESOTA	NACHOS/CHEES/HOT DOGS	ARENA	357.19
	SYSCO, MINNESOTA	NACHOS/CHEES/HOT DOGS	ARENA	618.73
	SYSCO, MINNESOTA	PRETZELS/NACHOS/FRANKS	ARENA	311.64
	THERMOGAS CO OF HASTINGS	7 CYLINDERS	ARENA	57.75
	THERMOGAS CO OF HASTINGS	7 CYLINDERS	ARENA	3.75
	THERMOGAS CO OF HASTINGS	7 CYLINDERS	ARENA	57.75
	THERMOGAS CO OF HASTINGS	7 CYLINDERS	ARENA	3.75
	THERMOGAS CO OF HASTINGS	7 CYLINDERS	ARENA	57.75
	THERMOGAS CO OF HASTINGS	7 CYLINDERS	ARENA	3.75
	WHEELER HARDWARE	SCHLAGE BOLTS/CYLINDERS	ARENA	51.76
	WHEELER HARDWARE	SCHLAGE BOLTS/CYLINDERS	ARENA	3.03
	*** TOTAL FOR DEPT 74			8,024.02
	IOS CAPITAL	COPIER MAINT 2/26-3/25	HERITAGE	194.25
	IOS CAPITAL	COPIER MAINT 2/26-3/25	HERITAGE	12.03
	*** TOTAL FOR DEPT 85			206.28
	*** TOTAL FOR BANK 16			64,291.86

APPROVAL OF BILLS
PERIOD ENDING: 02/22/00

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
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*** GRAND TOTAL ***				138,025.45
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February 22, 2000

APPROVED:

City Administrator

Finance Director

Councilmember Simacek

Councilmember Riveness

Councilmember Johnson

Councilmember Moratzka

Councilmember Hicks

Councilmember Yandrasits

Mayor Werner

MEMO

To: Honorable Mayor and City council members
From: Lori A. Webster, Finance Director
 Tom Montgomery, Public Works Director
Subject: Fund transfers and closings - 1999
Date: February 16, 2000

The Finance Department is in the process of closing the construction funds for 1997 and 1998 and also recommending transfer to the 1999 construction fund. The construction work has been completed for 1999 and 1998 as per the City Engineering department and all related assessments have been certified to the county. These funds are then closed out to the related debt service account, as there is no longer a reason for them to exist. Any funds remaining must be applied to the debt service account to help offset the debt payments. City Council members are requested to authorize the following fund transfers to the 1999 financial statements as explained below :

(1) Adjustments to close out 1997 Construction

- ◆ \$ 22,142.96 Transfer in to 1997 Construction (497) from Debt Redemption (500)
- ◆ \$ 67,830.48 Transfer in to 1997 Construction (497) from Debt Redemption (500)
- ◆ \$ 23,963.66 Transfer out of 1997 Construction (497) to 1997 Debt Service (597) to closed the construction fund and year end.

(2) Adjustments to the 1998 Construction account to close at year end.

- ◆ \$ 46,736.68 Operating transfer out of 1998 construction (498) to General Fund (101) to reflect annual construction costs for survey personnel and for assessment roll preparation. Please note that other fees such are Engineering fees are costed out and not reflected as an operating transfer.
- ◆ \$ 376,032.42 - transfer in to the 1998 Construction fund (498) from the City's General fund (101) to close the 1998 construction fund. Please note that this amount represents construction over-runs from 1998 and the intent is for these costs to be included in the 2000 Improvement Bond issue in order to reimburse the General fund for this expenditure in 2000.

(3) Adjustments to the 1999 Construction account for year end 1999. This adjustment proposed is due to a project (the traffic signals at Hwy 55 and General Sieben Drive) added on after bonding was completed in 1999. The intent is to add this cost to the 2000 Improvement Issue to reimburse the General Fund in 2000, rather that do have a separate bond issue for such a small amount in 1999.

- ◆ \$ 506,147.81 Operating transfer in to 1999 construction (499) from:
 - ◆ \$ 43,460.57 Transfer from Water Fund (600) - for estimated share of expenditures per Public Works Director
 - ◆ \$ 268,789.73 Transfer from Wastewater Fund (601) - for estimated share of expenditures per Public Works Director

Honorable Mayor and City council members

Page 2

February 16, 2000

- ◆ \$ 7,576.72 Transfer from Fire (213) - for estimated share of expenditures on fire station driveway per Public Works Director
- ◆ \$ 186,320.79 Transfer from General Fund (101) - for share of expenses of Hwy 55 and General Sieben Dr. traffic signal. To be reimbursed in 2000 from 2000 Improvement Bond Issue.

If you should have any questions regarding these transfers or should you need any other information, please feel free to contact either of us.

Recommended Council Action

Approve the above reference transfers allowing the appropriate transactions to be conducted in 1999 financial statements.

Invoices

Engineering

SEH	\$530.00
	\$334.41
	\$573.00
	\$2,435.33
	\$1,293.66
	\$553.50
	\$1,139.86
	\$111.94
	\$5,702.20
	\$1,896.46
	\$1,413.95
	\$1,850.02
	<u>\$3,492.45</u>
subtotal	\$21,326.78

Miscellaneous

Star Gazette	\$72.30
Construction Bulletin	<u>\$237.80</u>
subtotal	\$310.10

Contractor

Ridgedale Electric	\$13,648.18
	<u>\$151,035.73</u>
subtotal	\$164,683.91

Total \$186,320.79
 Loan from Gen. Fund

Lori,

Transfers to 99 Construction Fund
 This should balance fund for now
 TMM
 2/8/00

WasteWater

Westwood Lift Station	\$79,076.02
Spring St. & 4th St. San. Sewer	\$12,950.00
	\$15,502.00
	\$5,789.20
	\$1,522.50
	\$5,530.90
	\$1,300.00
	\$5,133.49
	\$478.80
	\$1,968.70
	\$1,707.48
	\$5,345.20
	\$2,641.00
	\$22,617.60
	\$2,546.72
	\$141.20
	\$507.50
	\$621.04
	\$120.84
	\$1,611.20
	\$374.72
	\$852.04
	\$8,218.60
	\$1,250.00
	\$3,443.78
	<u>\$7,539.20</u>
subtotal	\$188,789.73

- Wastewater
 + 80,000 per TMM

Water Fund

4th St.	\$800.00
	\$2,700.00
	\$9,141.38
	\$2,762.74
	\$8,415.00
	\$5,694.52
	\$7,839.97
	\$2,271.48
	\$1,659.00
	<u>\$2,176.48</u>
subtotal	\$43,460.57

General Fund

Fire Station Dwy	\$7,576.72
	- Gen. fund
Total	\$239,827.02

* April run of 1999 construction
 Complete history 1998 too

MEMO

To: Honorable Mayor and City Council Members
From: Tom Montgomery
Subject: 1998 Improvement Program Construction Cost Overruns
Date: February 16, 2000

The 1998 Construction Fund closed out about \$376,000 in the hole due to construction cost overruns. Lori Webster is recommending temporarily transfer funds from the General Fund to the 1998 Construction Fund to balance this account and close it out. The General fund would be reimbursed by bonding for these 1998 extra construction costs as part of the 2000 Improvement Program bonding. Enclosed is a previous memo to the Council from October of 1998 detailing the construction cost overruns. The memo does not include the additional marina access work.

While the City will be bonding for these additional 1998 construction costs this year to reimburse the construction fund, the assessments for the 1998 construction reflected these additional costs. The City will be collecting the proper amount of revenue from the 1998 assessments to cover both the original 1998 Construction bonding and the additional 2000 bonding.

PREVIOUS MEMO

To: Honorable Mayor and City Council Members
From: Tom Montgomery
Subject: Cost Overruns - 1998 Street & Utility Improvement Program
Date: October 19, 1998

EAST HASTINGS ADDITIONAL ROCK EXCAVATION

As part of the street construction, an additional 1,900 cubic yards of rock was excavated above the construction plan quantities estimated. This equals approximately \$92,000 more than the contract amount. The majority of this additional rock excavation occurred in numerous small locations at the edges of the existing roadbed, boulevard areas, and sidewalk locations. In addition, many street grade adjustments were made during construction once shall bedrock was uncovered, to raise the road elevation and minimize rock excavation. These field grade adjustments resulted in increased quantities of fill and aggregate base totaling \$34,000.

Increased rock excavation quantities have also occurred as part of the storm sewer construction. An additional 2,860 cubic yards of rock excavation was required resulting in approximately \$138,000 in additional costs above the contract amount. Again, this additional rock excavation occurred in numerous small, isolated locations primarily at the edges of the existing roadbed at catch basin and catch basin lead locations.

EFFECT ON EAST HASTINGS ASSESSMENTS

The increased rock excavation and resulting cost overruns will have a negligible effect on the estimated assessments presented in the feasibility study. The estimated street construction cost for the East Hastings improvements that assessment estimates were based on totaled \$764,644. The contractors bid plus the additional rock excavation and fill totals \$765,600. While there are minor construction quantity overruns and under runs on the remaining 39 street construction bid items, no additional significant street construction cost overrun is expected for the remainder of the project. The estimated street assessment rates presented to the area homeowners are still valid, as is the estimated City funding amount presented in the feasibility study.

The increased rock excavation from the storm sewer construction will have no effect on the storm sewer assessment, however, it will result in additional City funding of the project. As per assessment policy, storm sewer assessments for 1998 projects are capped at a rate of \$29.46 per front foot. The feasibility study estimated storm sewer construction costs at \$428,387. The contractors bid plus the additional rock excavation totals \$511,955. As the storm sewer assessment rate was capped at \$29.46 per front foot, the area homeowners will not see an increase in their estimated storm sewer assessment costs. *However, City funding of the storm sewer project will increase by an estimated \$85,000.*

CIVIC ARENA PARKING LOT

Approximately \$75,000 in additional excavation, granular borrow, and aggregate base was required to remove and replace poor soils beneath the new parking lot. While the soil borings taken last fall showed poor soils beneath the parking lot expansion area, the extent and depth of the bad material was greater than that anticipated from a review of the soil borings taken. The feasibility report estimated the parking lot construction cost at \$253,000. The final construction cost is estimated at approximately \$295,000, for a total additional City expense of \$42,000.

FEATHERSTONE ROAD

As part of the water main construction, an additional 450 cubic yards of rock was excavated above the construction plan quantities estimated. This equals approximately \$21,700 more than the contract amount. This will result in an increase in the estimated water main assessment of about 30%. However, this increase will be balanced by decreases in the estimated street, storm sewer, and sanitary sewer costs.

MAPLE AND WALNUT ST.

There have not been any significant cost overruns on this project.

SUMMARY AND CONCLUSION

The additional East Hastings rock excavation will not result in increased assessments above the assessments estimated in the feasibility study and presented to the area homeowners. However, City funding will increase by \$85,000. The additional costs to remove and replace additional poor soils at the arena parking lot will increase the City's estimated parking lot costs by \$42,000. The Featherstone Road water main rock excavation will not result in increased total assessments above that estimated in the feasibility study.



MEMORANDUM

TO: Mayor Werner and City Councilmembers
FROM: Melanie Mesko, Administrative Assistant/City Clerk
DATE: February 16, 2000
RE: City Safety Glasses & Footwear Policy Amendment & Authorization Forms

Council Action Requested:

Staff is requesting Council approval to amend the City's Safety Glasses & Footwear policies as well as approve an authorization form.

Background:

The Safety Committee reviewed the safety glasses and footwear policies currently in use and saw need to provide some clarification. There are no substantial changes to the policy itself or its previous intent. Specifically, the new policy states that regular bi- & trifocal lenses will be covered, but unlined ("progressive") bi- & trifocal lenses will not be covered. Also, an authorization form was developed to make it easier to track & request reimbursement for these costs.

Attachments:

1. Proposed Safety Glasses & Footwear Policies & Authorization forms.

**City of Hastings
Prescription Safety Glasses
Policy & Authorization Form**

The City of Hastings is committed to the safety and well-being of its employees, and provides the appropriate safety equipment as determined by the City Council and each department. There are certain positions which require the use of safety glasses while performing the duties of the job. In those cases, the City of Hastings will pay for the cost of polycarbonate prescription safety glasses and frames, under the following conditions:

1. The glasses must be "stamped safety glasses"— safety lens with safety frames;
2. The glasses will be replaced or repaired if they are broken during the performance of employee's job duties and not due to negligence;
3. The glasses must be purchased from a local doctor/vendor (within the Hastings corporate limits);
4. Protective coating must be added to the glasses.

Other

- ▶ The City will not be responsible for any costs incurred as a result of eye examinations.
- ▶ The City will pay for "lined" bifocal or trifocal lenses if those are required. The City will not pay for "unlined" or progressive bifocal or trifocal lenses.
- ▶ The City will not pay for anything extra over basic frames and lenses and protective coating.

Replacement Glasses

The City will not be responsible for replacing prescription safety glasses more often than once every two years, except for breakage as noted above. Once purchased, employees are responsible for ensuring that they have appropriate safety glasses and that they are worn during required activities.

Approval

Prior to ordering safety glasses, the employee must complete the bottom of this form and obtain written approval from the Supervisor. Upon presentation of receipt and proof of payment and supervisor authorization, employee will then be reimbursed by the City for the cost of the prescription safety glasses.

Should you have any questions about this policy, please ask your supervisor before incurring any costs which may not qualify for reimbursement.

**City of Hastings
Prescription Safety Glasses
Authorization Form**

Employee Name: _____

Employee Number: _____

Department: _____

Reason for Replacement: _____

Last Glasses Purchased: _____

Vendor Used: _____

Cost of New Glasses: _____

Employee Signature: _____

Supervisor Signature: _____

Account Number: _____

Submitted to Finance: _____

**City of Hastings
Safety Footwear
Policy & Authorization Form**

The City of Hastings is committed to the safety and well-being of its employees, and provides the appropriate safety equipment as determined by the City Council and each department. There are certain positions which require the use of safety boots while performing the duties of the job. In those cases, the City of Hastings will pay for the cost of OSHA-approved footwear, under the following conditions:

1. Each footwear reimbursement will not exceed \$150.00;
2. Safety footwear will not be provided more than once a year;
3. Employees are responsible for wearing appropriate safety boots and that they are worn during required job responsibilities.

Approval

Prior to purchasing safety boots, the employee must complete the bottom of this form and obtain written approval from the Supervisor. Upon presentation of receipt and proof of payment and supervisor authorization, employee will then be reimbursed by the City for the cost of the OSHA-approved safety boots. Should the boots not be approved to be used as safety boots, the employee will receive no reimbursement

Should you have any questions about this policy, please ask your supervisor before incurring any costs which may not qualify for reimbursement.

**City of Hastings
Safety Footwear
Authorization Form**

Employee Name: _____ Employee Number: _____

Department: _____

Reason for Replacement: _____ Last Footwear Purchased: _____

Vendor Used: _____ Cost of New Footwear: _____

Employee Signature: _____

Supervisor Signature: _____ Account Number: _____

Submitted to Finance: _____

MEMORANDUM

To: Mayor Werner and City Councilmembers
From: Melanie Mesko, Administrative Assistant/City Clerk
Date: February 16, 2000
Re: Renewal of Consumption & Display Permit -- Knights of Columbus, 3075
Vermillion Street

RECOMMENDED CITY COUNCIL ACTION:

Approve the attached resolution approving a renewal of the consumption & display permit for the Knights of Columbus for the period of April 1, 2000 - March 31, 2001. This is a state-issued permit which needs local authorization..

If you should have any questions, please do not hesitate to contact me.

Attachments:

1. Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 02- -00

**RESOLUTION APPROVING RENEWAL OF
CONSUMPTION & DISPLAY PERMIT FOR THE
KNIGHTS OF COLUMBUS**

WHEREAS, the Knights of Columbus have presented an application to the City of Hastings for a renewal of their consumption & display permit for 3075 Vermillion Street, Hastings, Minnesota; and

WHEREAS, this is a state-issued permit which requires local approval of said renewal permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Administrative Assistant/City Clerk is authorized and directed to sign this resolution and sign the application for renewal of consumption & display permit and forward it to the Minnesota Department of Public Safety, showing approval of this application at the Knights of Columbus, 3075 Vermillion Street

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS THIS 22nd
DAY OF FEBRUARY, 2000.**

Ayes:

Nays:

Absent:

Michael D. Werner, Mayor

Melanie Mesko, Administrative Assistant/City Clerk

(SEAL)

MEMORANDUM

To: Mayor Werner and City Councilmembers
From: Melanie Mesko, Administrative Assistant/City Clerk
Date: February 16, 2000
Re: Massage Therapist License -Michelle Caturia

Council Action Requested:

Approve a massage therapist license to Michelle Caturia. The license will be effective from February 23, 2000 through December 31, 2000.

Background:

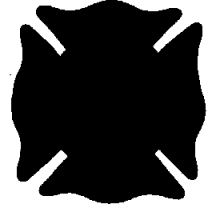
Michelle Caturia has applied for a massage therapist's license. She has complied with all City Code requirements, including a background check.

Attachments:

None- Application on File.



HASTINGS FIRE DEPARTMENT



DONALD G. LATCH, CHIEF
115 West 5th Street
Hastings, Minnesota 55033-1815

Business Office (651) 437-5610
Fax (651) 437-5956

TO: Mayor Werner
Council Members

FROM: Mark J. Holmes – Ass't. Chief/Fire Marshal *[Signature]*

SUBJECT: Firefighter Relief Association Pension Increase

DATE: February 3, 2000

The Firefighter Relief Association is requesting City Council action to approve a pension increase to \$3750.00. Our last adjustment in benefits was in 1997.

Currently, our annual lump sum amount is \$3000.00 for those serving 20 years or more. Statutory formulas and our funding level would support this increase. To remain conservative and not offset these calculations in one calendar year, we have chosen a benefit level lower than what MN State Statutes would allow.

Although I cannot guarantee that this action will not require Municipal financial support in the future, I can assure you that nothing obvious would indicate this need.

For your review, I have included copies of our actuarial filed annually with the State Auditor's Office. Please note that this was figured at the proposed increase level using a minimal return on investments.

If you have any questions, I will be present at the February 22 Council Meeting or you may reach me at 437-5610.

lh

Attachment

REPORTING FORM YEAR 2000

DETERMINATION OF PLAN LIABILITIES & REQUIRED MUNICIPAL CONTRIBUTION IN 2001

Firefighters' Relief Association of Hastings County of Dakota

SCHEDULE I

Estimation of relief association Special Fund pension liabilities for all members based on years of active service with the fire department, with the regular per-year-of-service pension at \$ 3,750.00

1 Name	2 Age	3 F.D. Entry Date		4 Leave of Absence (in years)	6 2000 To End of This Year		8 2001 To End of Next Year	
		Month	Year		5 Years Active Service	Accrued Liability	7 Years Active Service	Accrued Liability
1. Latch, Donald	55	4	68		33	118,750.00	34	122,500.00
2. Knoll Jr., Raymond	52	5	75		27	96,250.00	28	100,000.00
3. Seleski, Paul	43	12	75		25	88,750.00	26	92,500.00
4. Holmes, Mark	47	9	77		23	81,250.00	24	85,000.00
5. Paulson, Charles	46	10	79		21	73,750.00	22	77,500.00
6. McPherson, Scott	47	10	79		21	73,750.00	22	77,500.00
7. Redding, Mark	45	10	79		21	73,750.00	22	77,500.00
8. Knoll, Randall	43	1	81		20	70,000.00	21	73,750.00
9. Stevens, Gary	50	1	81		20	70,000.00	21	73,750.00
10. Place, Douglas	48	12	81		19	69,150.00	20	70,000.00
11. Bauer, Michael	37	12	81		19	64,540.00	20	70,000.00
12. Schutt, Mark	38	12	81		19	64,540.00	20	70,000.00
13. Ernst, Tim	45	11	82		20	70,000.00	21	73,750.00
14. Skweres, Donald	46	11	82		15	45,640.00	16	53,550.00
15. Gelhar, James	36	11	82		15	48,900.00	16	53,550.00
16. Weiland, Donald	44	11	82		18	63,675.00	19	69,150.00
17. Storlie, Alan	41	2	85		16	53,550.00	17	58,500.00
18. Murray, Thomas	36	2	85		8	21,600.00	9	24,975.00
19. Reuter, Daniel	41	2	85		16	53,500.00	17	58,500.00
20. Schutt, Michael	33	12	85		14	44,400.00	15	48,900.00
21. Brown, James	33	7	87	2	10	28,500.00	11	32,175.00
22. Greten, Michael	43	7	87		13	40,125.00	14	44,400.00
23. Eggert, Michael	40	7	87		13	40,125.00	14	44,400.00
24. Ganrud, Bruce	44	7	87		13	40,125.00	14	44,400.00
25. Boyd, Douglas	36	7	87		13	40,125.00	14	44,400.00
Subtotal of Regular Pension Liability						1,534,745.00		1,640,650.00

* Fractional years of service must be calculated to nearest full year.

* Do not enter liability in Columns 6 or 8 for any person who will receive a pension during this year. Enter this pension amount on Schedule II, Section 1, Line g.

* For installment liability, enter amount which will be payable after end of this year in both column 6 and column 8.

* If interest is to be paid on unpaid pensions, add interest for 1 year in column 8.

* A copy of these schedules must be presented to the City Council before August 1 each year.

1 Name	2 Age	3 F.D. Entry Date		4 Leave of Absence (in years)	6 2000 To End of This Year		8 2001 To End of Next Year	
		Month	Year		5 Years Active Service	6 Accrued Liability	7 Years Active Service	8 Accrued Liability
26. Fasbender, Bruce	35	7	87		13	40,125.00		44,400.00
27. Knoll, Andrew	29	4	90		11	32,175.00		36,075.00
28. Tix, Peter	29	4	90		11	32,175.00		36,075.00
29. Mesaros, William	44	4	90		11	32,175.00		36,075.00
30. Lohmann, Brent	38	4	90		11	32,175.00		36,075.00
31. Lohmann, Bruce	38	4	90		11	32,175.00		36,075.00
32. Bloomstrand, Stephen	38	4	90		11	32,175.00		36,075.00
33. Christianson, Michael	36	4	90		8	21,600.00		24,975.00
34. Huberty, James	38	4	90		11	32,175.00		36,075.00
35. Boesl, Sandra	32	1	93		8	21,600.00		24,975.00
36. Schoeppner, Dale	38	1	93		8	21,600.00		24,975.00
37. O'Brien, Vincent	37	1	93		8	21,600.00		24,975.00
38. Boler, William	52	1	93		8	21,600.00		24,975.00
39. Sheckels, Ronald	36	2	95		6	15,375.00		18,450.00
40. Schnorr, Timothy	29	11	96		4	9,750.00		12,525.00
41. Kleis, Richard	48	10	79		20	70,000.00		73,750.00
42. Crisp, Steven	37	12	97		3	7,125.00		9,750.00
43. Latch, Craig	22	12	97		3	7,125.00		9,750.00
44. Seleski, Thomas	21	12	97		3	7,125.00		9,750.00
45. Paulson, Christopher	21	12	97		3	7,125.00		9,750.00
46. Peterson, Rolf	35	12	97		3	7,125.00		9,750.00
47. Kaphing, Steven	22	12	97		3	7,125.00		9,750.00
48. Westland, Kevin	25	12	97		3	7,125.00		9,750.00
49. Knoll, Mark	23	12	97		3	7,125.00		9,750.00
50. Finley, Timothy	21	12	97		3	7,125.00		9,750.00
51.								
2.								
53.								
54.								
55.								
56.								
57.								
58.								
59.								
60.								
61.								
62.								
63.								
64.								
65.								
Subtotal of Regular Pension Liability						532,600.00		614,275.00

SCHEDULE I - ADDITIONAL MEMBERS & TOTAL LIABILITIES

1	2	3	3a	4	4a	4b	4c	6	8
Name	Age	F.D. Entry Date	F.D. Separation Date	Leave of Absence	Total Years	Benefit Level at time of separation	Non-Forfeitable %	Deferred Pension to the end of this year	Deferred Pension to the end of next year
Deferred Pensions									
1. Ellis, Michael	45	2/79	8/84		5		100%	2,338.00	2,338.00
2. Wayne, Bradley	43	2/85	9/90		5		100%	3,841.00	3,841.00
3. Estes, Ruth	45	1/81	1/91		10		100%	17,600.00	17,600.00
4. Bullis, Mark	38	4/90	3/99		8		100%	13,005.00	13,330.00
5.									
6.									
7.									
8.									
9.									
10.									
Subtotal of Deferred Pensions								36,784.00	37,109.00
Unpaid Installments									
1.									
2.									
3.									
Subtotal of Unpaid Installments									
Early Vested Pensions									
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
Subtotal of Early Vested Pensions									

Use the columns provided to show calculations. Example, 4a x 4b x 4c = deferred pension amount.

	2000	2001
Total of Regular Pension Liabilities From pages 1 and 2a	2,067,345.	2,254,905.
Total of Deferred, Unpaid, and Early Vested Pensions If Any, from page 2b (above)	36,784.	37,109.
A. Accrued Liability Through Next Year 2001 (total, column 8) →		2,292,034.
B. Accrued Liability Through This Year 2000 (total, column 6) →	2,104,129.	
C. Subtract Line B from Line A (normal cost)		187,905.

Section 1

Determination of Projected Net Assets for the year ending December 31, 2000

Special Fund Assets at December 31, 1999 1 \$ 2,287,878.00
(See Ending Assets in Reporting Form - 1999)

Projected Income to December 31, 2000		
a. Minnesota State Aid	\$ <u>80,148.00</u>	
(Use 1999 amount, exclude supplemental)		
b. Municipal (independent fire) Contributions	\$ <u>0</u>	
c. Donations (List _____)	\$ <u>0</u>	
d. Interest and Dividends	\$ <u>114,393.00</u>	
e. Net appreciation (depreciation) in fair market value of investments	\$ <u>0</u>	
f. Other income (Includes Supplemental) (List - _____)	\$ <u>0</u>	
Total		2 \$ <u>194,541.00</u>
Projected Assets plus Income December 31, 2000 (line 1 + line 2)		3 \$ <u>2,482,419.00</u>
Projected Disbursements through end of year		
g. Pensions (If listed here, don't include on Schedule I)	\$ <u>0</u>	
Other benefits	\$ <u>0</u>	
i. Administrative	\$ <u>25,200.00</u>	
Total		4 \$ <u>25,200.00</u>
Projected Assets at end of year (line 3 minus line 4)		5 \$ <u>2,457,219.00</u>

Section 2

Determination of Projected Surplus (Deficit) as of December 31, 2000

Projected Assets (line 5)		6 \$ <u>2,457,219.00</u>
2000 Accrued Liability (Schedule I, Page 2b, Line B)		7 \$ <u>2,104,129.00</u>
Surplus or (Deficit) (Subtract line 7 from line 6)		8 \$ <u>353,090.00</u>

* Go to Section 3 if Surplus * Go to Section 4 if Deficit

Section 3

Determination of Municipal Contribution (if Surplus)

Normal Cost (Schedule I, Page 2b, Line C)		9 \$ <u>187,905.00</u>
Calculated Administrative Expense (1999 Reporting Form Adm. Exp. \$ <u>25,200.</u> x 1.035)		10 \$ <u>26,082.00</u>
Less:		
j. State Aid	\$ <u>80,148.00</u>	
k. 5% of line 5	\$ <u>122,860.00</u>	
l. 10% of line 8	\$ <u>35,309.00</u>	
Total Subtractions		11 \$ <u>238,317.00</u>
Municipal Contribution (line 9, plus 10 minus 11)		12 \$ <u>-24,330.00</u>

If \$1.00 or greater, certify to municipality before August 1, 2000.
If negative, no contribution is due. You must certify to the municipality on or before August 1, 2000, even if no contribution is due.

GO TO SECTION 5 AND COMPLETE

Section 4

Determination of Municipal Contribution (If Deficit)

Amortization of Deficits.

Year Incurred	Column 1 Original Amount	Column 2 Amount Retired in Prior Years	Column 3 Amount Left to Retire
			Subtotal
New add'l Deficit (2000)			
Totals			

m. _____ (section 2, line 8)
 n. _____ (Column 3 Subtotal)
 o. _____ (m minus n)

- Step # 1 If line o is positive, enter line o in columns 1 and 3 of New additional Deficit (2000) line.
 (This is your New additional Deficit for 2000.)
- Step # 2 If line o is negative, reduce columns 2 and 3 according to Deficit Reduction in the instructions.

Amortization of Deficit (Total from Column 1 _____ x .10)	13 \$ _____
Total from Schedule I, Page 2b, Line C - Normal Cost	14 \$ _____
Calculated Administrative Expense (1999 Reporting Form Adm. Exp. _____ x 1.035)	15 \$ _____
Subtotal Lines 13+14+15	16 \$ _____
Less:	
p. Minnesota State Aid \$ _____	
q. 5% of line 5 \$ _____	
Total Subtractions (subtotal of Lines p and q)	17 \$ _____
Municipal Contribution (line 16 minus line 17) (If 0 or negative, there is no municipal contribution)	18 \$ _____

You must certify to municipality before August 1, 2000, even if no contribution is due.

Section 5 - Test for Maximum Benefit Allowed

Calculation of Average special fund income per member

* Received or Receivable

	A State Aid*	B Municipal Support	C 10% of Surplus	D Active Members	A+B+C D E
					Average
last year 1999	80,148.	0	SC-99 49,960.	50	2,602.00
2 years ago 1998	78,288.	0	SC-98 46,221.	50	2,490.00
3 years ago 1997	74,327.	0	SC-97 31,960.	53	2,005.00
Total column E divided by 3					
F. \$ 2,366.00					7,097.00
G. Maximum Pension Benefit under statute \$ 4,300.00					

^ To obtain G, look up the result of F on page 11 of the instructions, Table III, "Maximum Benefit Under Law"
 ^ This is your maximum benefit this year. You may not increase your benefit beyond this amount.

MEMORANDUM

To: Mayor Werner & Councilmembers
From: Melanie Mesko, Administrative Assistant/City Clerk
Date: February 16, 2000
Re: Resolution- Application for Renewal of Premise Permit for Lawful Gambling
at VFW Post 1210

Council Action Requested:

Adopt the attached resolution which approves a Class B Lawful Gambling Premises Permit Renewal Application at VFW 1210, located at 320 East Second Street. The license will expire on April 30, 2002.

Background:

Application has been received for a renewal of a premise permit for lawful gambling at VFW 1210, located at 320 East Second Street. This application is for a Class C license, which allows pull-tabs, tipboards, paddlewheels and raffles. The applicable license fee of \$100.00 has been paid.

Attachments:

1. Resolution approving a Class B Lawful Gambling Premises Permit Renewal Application
Renewal Application On File

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 02- -00

**RESOLUTION APPROVING APPLICATION OF A PREMISE PERMIT
APPLICATION FOR LAWFUL GAMBLING**

WHEREAS, the VFW 1210 has presented an application to the City of Hastings to conduct Lawful Gambling at VFW 1210, 320 East Second Street, Hastings, MN 55033; and

WHEREAS, the premise application is for Class B which permits raffles, paddlewheels, tip boards and pull-tabs; and

WHEREAS, the VFW 1210 shall comply with all applicable laws governing lawful gambling, including the requirement for 50% of lawful gambling expenditures to be used for lawful purposes with the City of Hastings trade area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Mayor and Administrative Assistant/City Clerk are authorized and directed to sign this resolution and forward it to the Minnesota Department of Gaming, Gambling Control Division, showing approval of this application for a Premise Permit at VFW 1210, 320 East Second Street

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS THIS 22nd
DAY OF FEBRUARY, 2000.**

Ayes:

Nays:

Absent:

Michael D. Werner, Mayor

Melanie Mesko, Administrative Assistant/City Clerk

(SEAL)

MEMORANDUM

To: Mayor Werner and City Councilmembers
From: Melanie Mesko, Administrative Assistant/City Clerk
Date: February 16, 2000
Re: Transfer of On-Sale, Sunday, & Off-Sale Liquor License at Rivers Grill & Bar, 412 Vermillion Street

Council Action Requested:

Approve the transfer of on-sale liquor, Sunday on-sale and off-sale liquor license at Rivers Grill & Bar from Henri Valukas to Michael & Julie Anderson, pending successful background check.

Background:

Staff received an application from Michael & Julie Anderson to transfer the current on-sale, Sunday on-sale, and off-sale liquor license at Rivers. The Anderson's have completed all applicable application materials and a background check is being conducted.

Attachments:

1. Resolution
Application materials on file

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 02- -00

**RESOLUTION APPROVING APPLICATION FOR TRANSFER OF
LIQUOR LICENSE AT RIVERS GRILL & BAR**

WHEREAS, the Michael & Julie Anderson have presented application to the City of Hastings to transfer the liquor license at Rivers Grill & Bar, 412 Vermillion Street, Hastings, Minnesota; and

WHEREAS, all necessary paperwork has been received and a background check is currently being conducted by the Hastings Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Mayor and Administrative Assistant/City Clerk are authorized and directed to sign this resolution transferring the liquor license at Rivers Grill & Bar, 412 Vermillion Street from Henri Valukas to Michael & Julie Anderson pending successful completion of background check.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS THIS 22nd
DAY OF FEBRUARY, 2000.**

Ayes:

Nays:

Absent:

Michael D. Werner, Mayor

Melanie Mesko, Administrative Assistant/City Clerk

(SEAL)

MEMORANDUM

To: Mayor Werner and City Councilmembers
From: Melanie Mesko, Administrative Assistant/City Clerk
Date: February 16, 2000
Re: Transfer of Amusement License at Rivers Grill & Bar, 412 Vermillion Street

Council Action Requested:

Approve the transfer of amusement license at Rivers Grill & Bar from Henri Valukas to Michael & Julie Anderson, pending successful background check.

Background:

Staff received an application from Michael & Julie Anderson to transfer the current amusement license at Rivers. The Anderson's have completed all applicable application materials and a background check is being conducted.

Attachments:

1. Resolution
Application materials on file

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 02- -00

**RESOLUTION APPROVING APPLICATION FOR TRANSFER OF
AMUSEMENT LICENSE AT RIVERS GRILL & BAR**

WHEREAS, the Michael & Julie Anderson have presented application to the City of Hastings to transfer the amusement license at Rivers Grill & Bar, 412 Vermillion Street, Hastings, Minnesota; and

WHEREAS, all necessary paperwork has been received and a background check is currently being conducted by the Hastings Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Mayor and Administrative Assistant/City Clerk are authorized and directed to sign this resolution transferring the amusement license at Rivers Grill & Bar, 412 Vermillion Street from Henri Valukas to Michael & Julie Anderson pending successful completion of background check.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS THIS 22nd
DAY OF FEBRUARY, 2000.**

Ayes:

Nays:

Absent:

Michael D. Werner, Mayor

Melanie Mesko, Administrative Assistant/City Clerk

(SEAL)

February 15, 2000

TO: The Honorable May and City Council
FROM: John Grossman, Industrial Park
RE: Order Public Hearing for Diversified Manufacturing

Please order the public hearing as shown below. This step is required by state law. Diversified Manufacturing is serious about going ahead with the project. The Minnesota Investment Fund loan is important to them.

NOTICE OF PUBLIC HEARING

CITY OF HASTINGS - COUNTY OF DAKOTA

NOTICE IS HEREBY GIVEN that the Hastings City Council will hold a public hearing on Monday, March 6, 2000 at approximately 7:00 P.M., in the Council Chamber at the Hastings City Hall, 101 Fourth Street East, Hastings, MN 55033, to consider making an application for funding from the State of Minnesota under the Minnesota Investment Fund for an economic development project. The program and its requirements will be explained. Comments and questions will be welcomed. Under consideration will be a proposal to assist Diversified Manufacturing Corporation with its proposed location and expansion project in the Hastings Industrial Park.

The State's program is designed to provide assistance to private businesses in getting started or in expanding, while benefitting low and moderate-income persons. For information, call John Grossman, Industrial Park Director at (651) 437-4127.

s/ David M. Osberg
City Administrator

January 22, 2000

(Publish February 24 and March 2, 2000)

APPLICATION FOR PAYMENT
(UNIT PRICE CONTRACT)

VI - 11

NO. 3A

OWNER:	CITY OF HASTINGS, MINNESOTA	OWNER'S PROJ. NO.	99-20
	-----	ENG. PROJECT NO.	A-HASTI9901.00
LOCATION:	TRUNK HIGHWAY 55 AT GENERAL SIEBEN DRIVE		

CONTRACTOR	RIDGEDALE ELECTRIC, INC.	CONTRACT DATE	October 18, 1999
	500 BRIMHALL AVENUE, BOX 410	CONTRACT AMOUNT	\$229,312.00
	LONG LAKE, MINNESOTA 55356		
CONTR. FOR	TRAFFIC SIGNAL CONSTRUCTION		
APPLIC. DATE	February 8, 2000		
PERIOD END.	January 6, 2000		

APPLICATION FOR PAYMENT

ITEM NO.	DESCRIPTION	UNIT	CONT. QTY.	QTY. TO DATE	UNIT PRICE	TOTAL
2021.501	Mobilization	Lump Sum	1	1	\$4,500.00	\$4,500.00
2104.501	Remove Sewer Pipe (Storm)	Lin. Ft.	10	10	\$25.00	\$250.00
2104.501	Remove Concrete Curb and Gutter	Lin. Ft.	700	703	\$3.30	\$2,319.90
2104.505	Remove Bituminous Pavement	Sq. Yd.	20	20	\$3.00	\$60.00
2104.509	Remove Catch Basin	Each	1	1	\$600.00	\$600.00
2104.513	Sawing Bituminous Pavement (full depth)	Lin. Ft.	60	60	\$3.00	\$180.00
2104.523	Salvage Catch Basin Casting	Each	1	1	\$200.00	\$200.00
2104.523	Salvage CMP Apron	Each	1	1	\$100.00	\$100.00
2105.501	Common Excavation	Cu. Yd.	400	400	\$10.00	\$4,000.00
2105.525	Topsoil Borrow (LV)	Cu. Yd.	65	65	\$16.50	\$1,072.50
2211.501	Aggregate Base Class 5	Ton	570	460.83	\$13.70	\$6,313.37
2331.508	Type 41 Wearing Course Mixture	Ton	60	63.87	\$63.00	\$4,023.81
2331.514	Type 31 Base Course Mixture	Ton	90	68.6	\$61.00	\$4,184.60
2357.502	Bituminous Material for Tack Coat	Gal	30	30	\$2.00	\$60.00

2501.511	18" CMP Pipe Culvert	Lin. Ft.	6	6	\$44.00	\$264.00	
2501.573	Install CMP Apron	Each	1	1	\$140.00	\$140.00	
2503.511	12" RCP Catch Basin Lead CL 5	Lin Ft.	12	12	\$50.00	\$600.00	
2503.602	Connect to Existing Storm Sewer or Culvert	Each	2	2	\$600.00	\$1,200.00	
2506.502	Construct Catch Basin	Each	1	1	\$1,650.00	\$1,650.00	
2506.521	Install Catch Basin Casting	Each	1	1	\$70.00	\$70.00	
2521.501	4" Concrete Walk	Sq. Ft.	500	1031	\$7.20	\$7,423.20	
2531.501	Concrete Curb and Gutter Design B618	Lin. Ft.	700	703	\$16.80	\$11,810.40	
2563.601	Traffic Control	Lump Sum	1	1	\$2,000.00	\$2,000.00	
2564.531	F & I Sign Panels - Type C	Sq. Ft.	82.5	82.5	\$30.00	\$2,475.00	
2564.531	F & I Sign Panels - Type D (Signals)	Sq. Ft.	68	68	\$30.00	\$2,040.00	
2564.602	Pavement Message (Left Arrow) - Epoxy	Each	2	2	\$165.00	\$330.00	
2564.602	Pavement Message (Right Arrow) - Epoxy	Each	2	2	\$165.00	\$330.00	
2564.603	4" Solid Line White - Epoxy	Lin. Ft.	500	484	\$2.80	\$1,355.20	
2564.603	4" Double Solid Line Yellow - Epoxy	Lin. Ft.	450	450	\$5.75	\$2,587.50	
2564.603	24" Solid Line White - Epoxy	Lin. Ft.	40	40	\$12.40	\$496.00	
2564.604	Zebra Crosswalk White - Epoxy	Sq. Ft.	1,008	972	\$8.25	\$8,019.00	
2565.511	Full-Traffic-Actuated Traffic Control Signal System	Signal System	1	1	\$138,000.00	\$138,000.00	
2565.601	Emergency Vehicle Preemption System	Lump Sum	1	1	\$3,600.00	\$3,600.00	
2565.601	Traffic Control Interconnection	Lump Sum	1	1	\$9,800.00	\$9,800.00	
2575.501	Seeding	Acre	0.04	0.04	\$9,000.00	\$360.00	
2575.505	Sodding, Type Lawn	Sq. Yd.	500	255	\$12.00	\$3,060.00	
2104.509	Remove Pavement Markings	Each	1	1	\$700.00	\$700.00	
2565.602	Revise Mast Arm	Each	1	1	\$862.00	\$862.00	
2565.602	Revise Luminaire Extension	Each	2	2	\$160.00	\$320.00	
						TOTAL	\$227,356.48

Application For Payment - continued

Total Contract Amount: \$ <u>229,312.00</u>	Total Amount Earned \$ <u>227,356.48</u>
Material Suitably Stored on Site, Not Incorporated into Work	\$ <u>0.00</u>
Contract Change Order No. _____	Percent Complete _____ \$ _____
Contract Change Order No. _____	Percent Complete _____ \$ _____
Contract Change Order No. _____	Percent Complete _____ \$ _____
	GROSS AMOUNT DUE \$ <u>227,356.48</u>
	LESS 1.5% RETAINAGE \$ <u>3,410.35</u>
	AMOUNT DUE TO DATE \$ <u>223,946.13</u>
	LESS PREVIOUS APPLICATION \$ <u>164,683.91</u>
	AMOUNT DUE THIS APPLICATION \$ <u>59,262.22</u>

Contractor's Affidavit

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated FEBRUARY 9TH 20 00

Ridgedale Electric, Inc.
(Contractor)

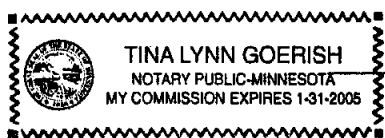
By: Gerald Wagoner Pres.
(Name and Title)

COUNTY OF WRIGHT)
STATE OF MINNESOTA) SS

Before me on this 9TH day of FEBRUARY, 20 00 personally appeared _____
GERALD WAGONER known to me, who being duly sworn, did depose and say that he is the
PRESIDENT of the Contractor mentioned above; that he executed the above Application for
(Office)

Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires:



Ima J. Goerish
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this Contract have been applied by him to discharge in full all of his obligations in connection with the work covered by all prior Applications for Payment.

In accordance with the Contract, the undersigned approves payment to the Contractor of the Amount Due.

SHORT ELLIOTT HENDRICKSON INC.

Date 2/8/00

By: [Signature]

Memo

To: Honorable Mayor & Council
From: John Grossman
Date: February 15, 2000
Subject: Appointment of commissioner to HRA

The Housing and Redevelopment Authority recommends the appointment of Robert J. Hollenbeck, 212 E Second Street, to complete the term of Arden Sanstead, resigned, to January 31, 2004.

The HRA advertised and interviewed four applicants. Mr. Hollenbeck meets the residency qualification and has a demonstrated commitment to downtown redevelopment in that he and his wife purchased and rehabilitated a historic downtown building, in which they have a business and reside.

MEMO

To: Honorable Mayor and City Council Members
From: Tom Montgomery
Subject: AT&T Wireless Antenna Lease
Date: February 16, 2000

Enclosed for Council approval is a lease agreement with AT&T Wireless to install antennas and phone equipment on the Industrial Park water tower. The terms of the agreement are the same as the previously approved leases for Nextel, Sprint, and APT. The annual lease payment will begin at \$13,891.50 with an annual increases of the greater of CPI or 5%. The lease agreement would run for four 5 year terms, totaling 20 years. The switching equipment would be installed inside the tank column on the mezzanine level.

Council is requested to approve the attached AT&T Wireless lease agreement.

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT, ("Lease"), made this _____ day of February, 2000, between City of Hastings, a Minnesota Municipal Corporation ("Landlord"), and AT&T Wireless Services of Minnesota, Inc., a Nevada Corporation ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property and Landlord's water tower, located on _____, (legal description) ("Leased Premises"), City of Hastings, County of Dakota, State of Minnesota, subject to any and all existing easements, on which directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to be reasonably approved by Landlord's Director of Public Works.

2. **Rent.**

(a) **Amount, Adjustments.** The first years rent shall be \$13,891.50 which shall be prorated from the date of execution of the Lease through December 31, 2000. The first years rent shall be due upon execution of this Lease. Thereafter, Tenant shall pay Landlord an annual rent which shall be increased each year on January 1, beginning January 1, 2001, by the greater of: (a) five percent (5%) of the previous year's annualized rental, or (b) by an amount equal to the increase in the Consumer Price Index ("CPI"). The CPI shall mean the "Consumer Price Index - for All Urban Consumers, All Cities, All Items (1984 = 100)" as published by the United States Department of Labor Statistics, or if such index shall be discontinued, the successor index, or if there shall be no successor index, such comparable index as mutually agreed upon by the parties. To determine the annual rental increase to be paid by Tenant under a CPI adjuster, the annualized rental for the previous year shall be multiplied by a percentage figure, computed from a fraction, the numerator of which shall be the CPI for the third quarter of the preceding year and the denominator of which shall be the CPI for the corresponding quarter of one year earlier. Such fraction shall be converted to a percentage equivalent. The resulting percentage figure shall be multiplied by the previous year's rent (annualized for the first year, see Section 2(b) below).

(b) **Time of Payment, Taxes.** Landlord shall communicate all rental increases to the Tenant by the preceding December 1 of each year. The annual rental shall be paid before January 1 of each year. If the Tenant does not meet the requirements referenced in Section 8, below, within 60 days of the date of this lease, and Tenant has diligently pursued such requirements, Landlord shall refund the Tenant rental payment made at the time of Lease execution and this Lease shall terminate. In addition to the annual rental, Tenant will pay its share of any personal property taxes, or payments in lieu of taxes, which are assessed because of Tenant's Antenna Facilities located on Landlord's property.

(c) **Additional Fees.** At the time of execution of this Lease, Tenant agrees to pay Landlord an administrative fee of \$2,000 and an application fee of \$250.

3. **Term and Renewals.** The initial term of this Lease shall commence on the date written in the first paragraph of this Lease and shall continue for five years thereafter, unless written Notice of Termination is given by one party to the other, at least six months before the end of the term. If no written Notice of Termination is given, the Lease shall automatically renew for a second five-year term under the same terms and conditions as provided by this Lease.

If this Lease is extended for a second five- year term, thereafter, the Lease will be extended for no more than two additional five-year terms, unless Tenant gives Landlord written notice, at least six months prior to the end of the then, current Lease term, of that Tenant's intention not to renew the Lease. If no such notice is given, then this Lease shall be renewed for an additional five-year term, up to a maximum of four terms (a total of 20 years), including the initial five-year term. If this Lease is extended as provided herein, the annual rents for the additional terms shall be as provided by this Lease. If, at the end of the fourth five-year term, this Lease has not been terminated by either party giving a written termination notice to the other party, at least six months prior to the end of the fourth term, then this Lease shall continue in force with the same covenants, terms and conditions, for a further term of one year and for annual terms thereafter, until terminated by either party giving a written termination notice to the other party, at least six months prior to the end of that term.

4. **Tenant's Use.**

(a) **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Government-regulated entities whose antennae offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or television broadcasters.

(b) **Purposes.** Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a communications antenna facility, equipment, cabinets (but no accessory building,) and uses incidental thereto, for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. Tenant shall submit all plans and specifications to Landlord for approval, which shall not be unreasonably withheld. If notice of objection or approval is not received by Tenant within 30 days after submission of said plans and specifications, said plans and specifications will be deemed to have been approved. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises. Tenant's communications Antenna Facility shall consist of antennas at a Landlord-approved location, along with cables and appurtenances connected to a cabinet located on the Leased Premises ("Antenna Facilities"). Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

(c) **Construction.** Tenant may erect and operate an antenna array in accordance with its submitted application attached as Exhibit A. If Tenant seeks to increase the number of antennas beyond the 12 contemplated by this Agreement, Tenant must first pay for an evaluation carried out by a qualified professional, retained by Landlord demonstrating that (i) each additional antenna will

not interfere with existing antennas or with proposed antennas with a higher priority and that (ii) any Structure can structurally support the additional antennas. The cost of each evaluation must be paid by the Tenant within 30 days after receiving written notice of the cost. Landlord must first consent to the installation of any additional antennas before any additional antennas can be installed, such consent will not be unreasonably withheld. If Landlord consents to the installation of additional antennas, Landlord and Tenant will negotiate the amount of additional rental for the additional antennas.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant. If Tenant's Antenna Facilities are mounted on the Structure they shall at all times be painted, at Tenant's expense, the same color as the Structure.

(f) Replacements. Before the Tenant may make significant changes to the external portions of this equipment placed on the Leased Premises, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord, a detailed proposal for any such replacement facilities and any other information reasonably requested by Landlord, of such requested external change, including, but not limited to a technical study carried out at Tenant's expense. Landlord may not unreasonably withhold approval. Notwithstanding the foregoing, Tenant may make all necessary repairs, modifications, improvements or alterations to the internal portions of equipment, without submission of plans or proposals, provided such alterations, modifications or improvements do not significantly change the exterior appearance of the Antenna Facilities for Tenant's other equipment. Nothing in this paragraph, however, will allow Tenant to change, alter, or modify the location of any coaxial cables or other equipment in the chase way on the water tower, without the prior written approval of Landlord, which will not be unreasonably withheld.

(g) Drawings. Unless duplicative of previous specifications and drawings submitted to Landlord, Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises.

(h) **No Interference.** Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

(i) **Access.** Landlord hereby grants Tenant the nonexclusive right of ingress and egress, seven days a week, 24 hours a day, on foot or motor vehicle, over or along a 20-foot wide right-of-way and easement, extending from the nearest public right-of-way or adjoining City owned property to the Leased Premises. Tenant shall also have access seven days a week, 24 hours a day, to Landlord's antenna and appurtenances on Landlord's water tower.

(j) **Payment of Utilities.** Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

5. **Emergency Facilities.** In the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord.

6. **Additional Maintenance Expenses.** Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Structure, that are caused by Tenant's occupancy of the Leased Premises.

7. **Governmental Approval Contingency.** Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. This shall include the engineering study specified in Section 10 below on the Structure to be conducted at Tenant's expense. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. In the event that any such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed, pro rata, for the rental payment for that year. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice of Landlord as evidenced by the return receipt. Except as may be otherwise provided in this Lease, upon such termination, this Lease shall become null and void and all the parties shall have no further obligations to each other.

8. **Additional Buildings.** Tenant acknowledges that Landlord may permit additional buildings to be constructed on the subject property. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant's cabinet.

9. **Interference Study.** Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) a radio frequency interference study carried out by an independent and qualified professional selected by the Landlord showing that Tenant's intended use will not interfere with an existing communications facilities and (ii) an engineering study showing that the Structure is able to support the Tenant's Facilities without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonably remedied or potential for prejudice to the Structure, Landlord may terminate this Lease immediately and refund the initial rental to Tenant.

10. **Defense and Indemnification.**

(a) **General.** Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease arising from the installation, operation or maintenance of Tenant's Antenna Facilities, Tenant's use of the Leased Premises or arising from the actions or failure to act of Tenant or its employees or agents, except those which arise solely from the negligence, willful misconduct, or other fault of Landlord or other users of the property. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises. Landlord agrees to defend, indemnify and hold Tenant harmless from any and all costs (including reasonable attorney's fees) in claims of liability or loss arising from the action or failure to act of Landlord or its employees or agents or Landlord's use of the Leased Premises, except those which arise from the negligence, willful misconduct or other fault of Tenant or any other Tenant using Landlord's water tower.

(b) **Hazardous Materials.** Without limiting the scope of Section 10(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises directly caused by Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord represents that it has no knowledge of any hazardous substance on the Leased Premises. Landlord agrees that it will be responsible for and will defend, indemnify and hold Tenant, its agents and employees harmless from and against any and all claims, costs and liabilities, including attorneys fees and costs, arising out of or in connection with the clean up or restoration of the Leased Premises directly caused by Landlord's use of hazardous materials.

(c) **Tenant's Warranty.** Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. Landlord hereby acknowledges Tenant's use of sealed batteries for emergency

backup, a fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. The obligations of this Paragraph 10 shall survive the expiration or termination of this Lease.

11. **Insurance.**

(a) **General Liability.** The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage -- broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and under insured motorists coverages.

(b) **Tenant Property Insurance.** The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

(c) **Additional Insured - Certificate of Insurance.** The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company, licensed to do business in the state of Minnesota, which includes all coverages required in this Paragraph 11. Tenant will name the Landlord as an Additional Insured on the General Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord.

12. **Damage or Destruction.** If the Leased Premises is destroyed or damaged, so as, in Tenant's judgement, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In the event Tenant elects to terminate this Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

13. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days' written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof) unless such default may not be cured within a 60-day period, in which case, this Lease may not be terminated if the defaulting party commences action to cure the default within such 60-day period and proceeds with due diligence to fully cure the default;

(ii) by Tenant for cause, immediately upon notice to Landlord, if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;

(iii) by Tenant for cause, immediately upon notice to Landlord, if the Leased Premises is or becomes unacceptable for technological reasons under the Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;

(iv) by Landlord, upon one year prior written notice to Tenant, if its Council decides, for any reason, to redevelop the Leased Premises;

(v) by Landlord, immediately after engineering studies have determined that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;

(vi) by Landlord if it determines that a potential user with a higher priority under Section 4(a), above, cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application processor; or

(vii) by Landlord if it determines that Tenant has failed to comply with applicable ordinances, applicable city ordinances, state or federal laws or regulations, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's Council.

(b) **Notice of Termination.** The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord unless Landlord terminates the Lease for reasons outlined in paragraph 13(a)(iv), (v), or (vi) in which case any prepaid rent will be refunded on a pro-rata basis.

(c) Limitation of Tenant's Liability; Early Termination. In the event Tenant terminates or otherwise revokes the Lease other than as provided in this Section 13, Tenant shall pay to Landlord as liquidated damages for early termination, 150% of the annual rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any Term under Section 3 and Tenant has paid the annual rental for that year.

(d) Limitation of Landlord's Liability; Early Termination. In the event Landlord terminates or otherwise revokes this Lease other than as provided in this Section 13, or Landlord breaches this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

(e) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 90 days from the termination or expiration date to remove its Antenna Facilities and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. When Tenant gives Landlord notice of termination, Tenant shall deposit with Landlord the sum of \$5,000.00, which shall be fully refunded to Tenant upon the timely removal of the Antennas Facilities and related equipment, the repair of the site and the restoration of the Structure surface to the reasonable satisfaction of the Landlord. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto. By separate written document, Tenant agrees to notify Landlord of all entities that will have an interest in the Antenna Facilities and related equipment because of financing arrangements.

If Landlord removes the Antenna Facilities and related equipment, Landlord must give written notice to the above entities at the addresses provided, informing them that Antenna Facilities and related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days.

14. Temporary Interruptions of Service. If Landlord reasonably determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of the early termination fee, for cause and without payment of damages.

15. Interference With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from

Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease, for cause and without payment of damages.

16. **Interference with Communications.**

(a) **Higher Priority Users.** If Tenant's Antenna Facilities cause impermissible interference with higher priority users under Section 4(a) or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.

(b) **Lower Priority Users.** Landlord agrees that it will not grant a future lease to any party for use of the Leased Premises or Structure, who is of equal or lower priority to Tenant, if such party's use thereof is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities.

17. **Interference Study.** Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.

18. **Interference - Subsequent Occupants.** Landlord agrees that it will require any subsequent occupants of the Leased Premises of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief, at Tenant's expense, enjoining such interfering use generated by any other occupant of the Leased Premises.

19. **Assignment.** This Lease, or rights thereunder, may be sold, assigned, or transferred at any time by Tenant, without prior written notice to Landlord, to Tenant's affiliates, subsidiaries, parent or any entity that acquires substantially all of the assets of Tenant. Within thirty (30) days after any such sale, assignment or transfer by Tenant, Tenant or the new Tenant must notify Landlord, in writing, of the sale, assignment or transfer. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld. For purposes of this paragraph, an "affiliate" or "subsidiary" means an entity which controls or is controlled by or in common control with Tenant. Landlord hereby consents to the

assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the purchase of the equipment to be installed at the Leased Premises.

20. **Condemnation.** In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

21. **Compliance With Laws.** Tenant agrees to comply with all applicable City ordinances, state and federal regulations and statutes, in its use of the Leased Premises.

22. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City Administrator
City of Hastings
101 E. 4th Street
Hastings, MN 55033

If to Tenant, to: AT&T Wireless Services
Attn: Real Estate Manager
2515 24th Avenue South
Minneapolis, MN 55406

*With a copy to: AT&T Wireless Services
Attn: Legal Department
2729 Prospect Park Drive, Suite 200
Sacramento, CA 95670*

23. **Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

24. **Binding Effect.** This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

25. **Complete Lease; Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

26. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.

27. **Severability.** If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

28. **Memorandum.** Upon request of either party, the parties agree to promptly execute and deliver a recordable memorandum of this Lease in a form acceptable to both parties which may be recorded by the person requesting the Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

CITY OF HASTINGS,
a Minnesota Municipal Corporation

By: _____

Its Mayor _____

By: _____

Its City Clerk _____

(S E A L)

TENANT:

AT&T, Wireless Services of Minnesota, Inc.,
a Nevada Corporation

By: _____

Theodore P. Broich, Systems Development Manager

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2000, by Michael D. Werner and Melanie Mesko, the Mayor and City Clerk respectively, of the City of Hastings, a Minnesota Municipal Corporation.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this __ day of _____, 2000, by Theodore P. Broich, the Systems Development Manager of AT&T Wireless Services of Minnesota, Inc., a Nevada Corporation.

NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:
FLUEGEL, MOYNIHAN & CLINTON, P.A.
1303 South Frontage Road, Suite 5
Hastings, Minnesota 55033
(651) 438-9777
(SMM)

David L. Baudoin
Hastings Cable Administrator
101 East 4th
Hastings, MN. 55033
February 22, 2000

MEMO

TO: Hastings City Council
City Administrator Dave Osberg

FROM: David Baudoin

RE: Video upgrade

Dave & Council:

Of our three council chamber cameras, one is gone completely, one is nearly gone and the third is weak.

Installation and three new cameras would run somewhere in the fifteen thousand dollar range, certainly less than twenty thousand dollars.

We currently have more than enough in the cable cash accrual fund to handle this expense.

Installation would include a "repositioning" of the cameras so they are not shooting through the lights. This will result in a sharp, clear picture.

If we move on this immediately, there is a good possibility we can have the new set-up in place by the first council meeting in March.

Sincerely,



David Baudoin
Cable Administrator

February 17, 2000

TO: The Honorable Mayor and Council

FROM: John Grossman

RE: Appointment to fill a vacancy on Industrial Park Board

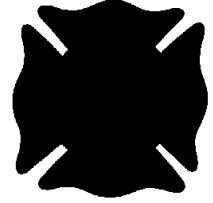
Tony Maillot, an officer of Vermillion State Bank, was appointed to the Board last year. He has left the bank and does not live in town and will not be serving on the board in the future. John Poepl, the President of Vermillion State Bank is willing to serve on the board.

Industrial Park Bylaws provides that members "be employed in or a resident of" the City of Hastings. Vermillion Bank has branches serving Hastings.

The Industrial Park Board recommends the appointment of John Poepl to complete the term to January 31, 2002.




HASTINGS FIRE DEPARTMENT



DONALD C. LATCH, CHIEF
115 West 5th Street
Hastings, Minnesota 55033-1815

Business Office (651) 437-5610
Fax (651) 437-5956

TO: Mayor Werner
Council Members

FROM: D.C. Latch – Fire Chief 

SUBJECT: Award of Contract – Fire Truck

DATE: February 16, 2000

The Fire Truck Committee of the Hastings Fire Department has reviewed the bid proposal submitted by Metro Fire of Elk River, Minnesota for a 2000 E-One Cyclone II fire truck. Two options were identified in the specifications. “Option 2” for a side mount pump panel was bid approximately \$12,000 less than the enclosed pump panel option. The Committee recommends the purchase of “Option 2” from Metro Fire (memorandum attached).

Recommendation:

The Hastings Fire Department recommends that the City Council award the contract for a 2000 Fire Truck to Metro Fire of Elk River, Minnesota for an E-One Cyclone II apparatus for \$380,460 less \$1500 for our trade-in. The specifications call for two inspection visits by two members of the Fire Truck Committee during the construction of the apparatus. The E-One manufacturing facility is located in Ocala, Florida. The expenses for the inspections are the responsibility of the bidder. This apparatus will be paid for from the Fire Department Equipment Revolving Fund.

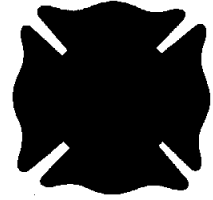
lh

Attachments

cc: Dave Osberg – City Administrator



HASTINGS FIRE DEPARTMENT



DONALD C. LATCH, CHIEF
115 West 5th Street
Hastings, Minnesota 55033-1815

Business Office (651) 437-5610
Fax (651) 437-5956

FEB 14

TO: Donald C. Latch, Chief
FROM: Michael T. Schutt, Chairman, Truck Committee *MTS*
SUBJECT: Bid Proposals
DATE: February 14, 2000








In November 1999, the City Council authorized to advertise for bids on a new 1500 GPM fire truck.

On February 7, 2000, the bids were opened. Two option bids were received.

After much review, it is the recommendation of the truck committee that the Fire Department enter into a purchase agreement with Metro Fire. Metro Fire is proposing a 2000 E-ONE Cyclone II truck, equipped with a 1500 GPM Waterous pump and side mounted pump control panel, for a price of \$380,460.00, less \$1500.00 for trade-in. This bid is the lower of the two bids that were submitted.

E-ONE has a strong reputation in the fire industry for building quality fire apparatus.

Their warranties include:

-  One year complete apparatus
-  10 year against paint peeling, cracking and blistering
-  Lifetime corrosion
-  10 year stainless steel plumbing components
-  10 year structural
-  Lifetime frame
-  Lifetime foam and water tanks

E-ONE offers warrant and repair services in the Minneapolis/St. Paul metro area with 24-hour emergency service available.

The truck committee feels this proposal is in the best interest for the city and would truly enhance our fire protection capabilities.

Metro Fire

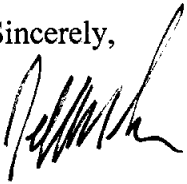
2-7-00

Hastings Fire Department
104 East 4th Street
Hastings, MN 55033

To Whom It May Concern:

Metro Fire is pleased to offer the Hastings Fire Department an E-ONE Cyclone II pumper with 1500 GPM pump as per enclosed E-ONE specifications. Should any questions or definitions be needed please feel free to contact us for clarification.

Sincerely,



Jeff Rhein
Apparatus Specialist

Metro Fire
16501 – HWY 10 Suite A Elk River, Minnesota 55330
Phone 612-241-4170 Fax 612-241-4171 Toll Free 888-422-1881

CITY OF HASTINGS FIRE DEPARTMENT
BID FORM
2000 FIRE TRUCK - 1500 GPM PUMPER

Opening time: 10:00 a.m.
Opening date: February 7, 2000

Proposed by: METRO FIRE
Name of company bidding:

To furnish and deliver to the City of Hastings one new 2000 Fire Truck, triple combination pumper, 1500 gallon per minute, hose body, booster tank and all other appurtenances as specified.

	<u>OPTION 1:</u> <u>Enclosed Pump Panel</u>	<u>OPTION 2:</u> <u>Side Pump Panel</u>
Bid Price:	\$ <u>392,219.00</u>	\$ <u>380,460.00</u>
Less trade-in of 1965 Ford 1000 gpm pumper fire truck *	\$ _____	\$ _____
Subtotal	\$ _____	\$ _____
Sales tax	\$ <u>NA</u>	\$ <u>NA</u>
TOTAL PURCHASE PRICE:	\$ <u>392,219.00</u>	\$ <u>380,460.00</u>

* Trade-in vehicle may be inspected at Hastings Fire Department, 115 W. 5th St., Hastings, MN 55033

MEMO

To: Honorable Mayor and City Council Members
From: Tom Montgomery
Subject: Planning Committee Recommendations
Vermillion River Watershed Management Organization
Joint Powers Agreement and Watershed Management Plan
Date: February 16, 2000

The Planning Committee of the City Council met on Tuesday, February 15, to discuss the Vermillion River Watershed Management Organization (VRWMO) joint powers agreement and watershed management plan. A public hearing will be held at the Dakota County Extension and Conservation offices in Farmington at 7:30 PM, Wednesday, February 23, 2000. The purpose of the public hearing is to take comments on both the watershed management plan and the joint powers agreement.

The VRWMO is made up of 21 government entities, six cities, five towns, and ten townships. The VRWMO does not have taxing authority. The joint powers agreement that binds the 21 member cities and townships together calls for annual payments from its member communities based on a formula equally split by land area and tax capacity. Hastings' annual payment has been approximately \$5,000 for the past few years, based on a total VRWMO budget of about \$95,000.

Over the past three to five years, the VRWMO has been preparing its second generation watershed management plan as mandated by the State. The draft plan has been completed and reviewed by State and County agencies. I have enclosed a copy of the estimated five year CIP and administrative expenses.

FUTURE OF THE VRWMO

The original joint powers agreement expired December 31, 1999. The 21 member communities all agreed to extend the joint powers agreement until the end of July, 2000 to allow the watershed management plan to be completed and adopted.

Adoption of the new joint powers agreement by all of the 21 member communities will be a difficult proposition. At the last Council meeting, the packet included a sample dues schedule for the member communities based on an estimated annual operating and improvement budget of \$400,000. Under the proposed joint powers agreement (50% land area + 50% tax capacity), the City's dues were estimated at \$28,000 per year. This dues payment would have to be budgeted each year in the City's annual budget.

If the joint powers agreement were not entered into by all of the 21 member communities, watershed management duties would fall to Dakota County. The County would likely set up a Watershed District which would have taxing authority. Under a Watershed District and assuming the same \$400,000 watershed budget, City residents and businesses would be taxed \$43,000 because the City's share of costs would be based solely on tax capacity.

PLANNING COMMITTEE RECOMMENDATIONS

The Planning Committee recommended that the City support the joint powers agreement and stay with the existing funding formula of 50% land area + 50% tax capacity. Other items discussed included having staff monitor the VRWMO activities and requested that Harold Christenson submit a report to the Council about VRWMO activities on a regular basis.

VERMILLION RIVER WATERSHED MANAGEMENT ORGANIZATION
2000 (7 month) BUDGET

BUDGET DETAIL:

DESCRIPTION	1999 APPROVED BUDGET	2000 PROPOSED BUDGET	2000 APPROVED BUDGET
1 Legal Fees (Corp Project, Plan Update)	8,000	4,666 *	_____
2 Audit	1,000	1,500	_____
3 Bond	150	300	_____
4 Insurance	2,600	1,633 *	_____
5 SWCD Administration Fees	10,000	2,917 *	_____
6 Financial Mgmt Fees	5,000	2,917 *	_____
7 General Engineering	25,000	14,583 *	_____
8 Improvement Projects	-	0	_____
a. (V.R. Improvements/Snagging)			
9 Local Plan Review	4,000	2,333 *	_____
10 Public Education/Newsletters, Annual Report	3,000	3,000	_____
11 Special Projects			
a. Met Council (CAMP) Lake Monitoring	-	0	_____
12 Flow Gauging Network	30,000	21,200 *	_____
13 Update Year 2000 509 Plan	52,000	10,000	_____
14 509 Facilitator	2,500	0	_____
15 509 SWCD	5,000	0	_____
Total (7 month) 2000 Proposed Budget:	148,250	65,049	_____

BUDGET SUMMARY:

Balance as of January 4, 2000:	39,813.90
1999 Member Allocations:	<u>5,919.19</u> **
1999 Year-End Estimated Balance:	45,733.09
2000 County Allocation	14,528.50 *
2000 Member Allocations:	39,607.17 *
2000 Proposed Budget:	<u>-65,049.00</u>
2000 Year-End (August 1) Estimated Balance:	34,819.76

* 7/12 of actual budget or income

** Still owed the WMO

Section 7

Capital Improvements Program

INTRODUCTION

The Capital Improvements Program (CIP) identifies high priority improvement projects that the VRWMC should complete during the planning period. At a minimum, the CIP is subject to an annual review. At that time, each proposed project is reconsidered and additional projects are added by amendment, according to the direction of the VRWMC Board of Commissioners. Including a project in the CIP indicates that the Board is serious about completing the project. However, it does not mean the Board has ordered the project. Moreover, the Board can implement projects not included in the CIP, provided the projects are consistent with the intent of this management plan per authority granted by M.S. 103D.

The projects included in the current CIP are considered by the Board of Commissioners to be of high priority during the most recent planning effort. These capital improvements are subject to annual review by the Commissioners, at which time each proposed project will be reconsidered and additional ones added or deleted by amendment. This first review should occur prior to budget discussions associated with year 2001 expenditures.

PROJECT COSTS AND FUNDING SOURCES

Table 7-1 presents a summary of currently proposed CIP projects along with approximate annual funding needs. Many listed elements will require feasibility studies in order to explore alternatives and provide the detail necessary for the counties, the public, and the Board of Commissioners to approve the project. It is very important to note that the estimated costs are very approximate and should be used for planning purposes only. Actual project costs may vary by as much as +40% to -30%.

The 335 square mile VRWMC is a large watershed area with varying physical and political environments. The VRWMC is currently constrained by financing due to an outdated Joint

Section 7 - Capital Improvements Program

Powers Agreement, and a low tax levy on property within the watershed. The existing VRWMC taxing capacity was used to project the financial impact of various VRWMC expenditures on typical residential valuations. The results are tabulated in Section 4, Table 4-1 and also shown below. The new Joint Powers Agreement will be instrumental in identifying additional funding sources and new funding mechanisms for the VRWMC.

Table 4-1
Approximate Annual Tax Per Residence (\$) ^(a)

Project Cost (\$)	Value of Residence (\$)				
	75,000	100,000	150,000	200,000	250,000
50,000	0.27	0.44	0.78	1.12	1.46
100,000	0.53	0.88	1.56	2.25	2.93
200,000	1.07	1.75	3.12	4.49	5.86
500,000	2.67	4.38	7.80	11.23	14.65

^(a) Based on current watershed tax capacity of \$146.1 million

The Board of Commissioners may also pursue additional financial resources. These sources may include grants, donations, in-kind services, participation by other governmental units, and possible utilization of subwatershed taxing districts or assessments when a project would result primarily in localized benefits. The Commission has had success in obtaining outside grant dollars in recent years, which has greatly reduced the VRWMC's financial burden. It is important to note that the costs tabulated in Table 7-1 cannot accurately reflect or predict the amount of funding obtained from these sources.

Information regarding municipalities' and other agencies' capital improvement programs can be found in Section 4 and Appendix G.

**Table 7-1
Summary of VRWMC Capital Improvements Project and Administrative Programs**

		<i>Capital Improvements</i>					
Management Strategy	Implementation Action	Estimated Cost					
		2000	2001	2002	2003	2004	2005
Channel and Stream Corridor Management	Passive Approach						
	- Program development and advertising *						
	- Incentives *	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	- Materials and Labor (vegetation, planting and fence)*	\$5,000	\$5,000	\$5,000	\$3,000	\$2,000	\$2,000
	Active Approach	\$20,000	\$25,000	\$25,000	\$20,000	\$15,000	\$15,000
	- Wallin Site						
	- Etter Creek Feasibility Study	\$40,000					
	- Additional Sites (target 1 to 2 per year)		\$15,000				
Flood Management	- Streambank Assessment for Entire Watershed (excluding main branch of Vermillion River (completed in 1999))		\$15,000	\$30,000	\$40,000	\$40,000	\$40,000
	Floodplain Management				\$30,000	\$30,000	\$20,000
	- Program development and advertising						
	- Easement Acquisition	\$2,500	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	- Continued calibration and updating of HEC-1 model		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
	Runoff Management	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	- Promoting wetland restoration/banking with BWSR programs						
	- Cost share regional ponds in Farmington	\$3,000				\$3,000	
	- Study impact of sedimentation near Hastings on conveyance capacity	\$100,000			\$350,000		
	- Flood Storage feasibility study						\$15,000
	- North Creek						
	- Other	\$15,000					
Groundwater Management	Aerial 2-foot topography		\$15,000	\$15,000			
	- Floodplain						
	- Other areas as necessary	\$40,000					
	Identify groundwater recharge areas		\$200,000	\$200,000			
	Infiltration/Ponding Study to determine locations for Best Management Practices (BMPs)				\$20,000		
	A plan amendment is anticipated in year 2002 once the Clean Water Partnership study is completed and an Implementation Plan is developed for addressing the nitrate issue.		\$25,000	\$25,000			

Table 7-1 (continued)
Summary of VRWMC Capital Improvements Projects and Administrative Programs

Capital Improvements							
<i>Management Strategy</i>	<i>Implementation Action</i>	<i>Estimated Cost</i>					
		<i>2000</i>	<i>2001</i>	<i>2002</i>	<i>2003</i>	<i>2004</i>	<i>2005</i>
Monitoring	Sponsor CAMP Lake Monitoring	\$2,000	\$1,600	\$1,600	\$1,600		
	Flow Monitoring	\$15,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Natural Resources Management	Demonstrate Alternative BMPs *	\$5,000	\$28,000				
	Also see channel management strategy for passive revegetation funding						
Public Awareness, Involvement and Education	General communications	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Soil testing cost share	\$700	\$700	\$700	\$700	\$700	\$700
	Riparian vegetation/habitat education program *	\$8,000	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000
Water Quality	Demonstrate Alternative BMPs * (see funding under Natural Resources Management)						
	Support Agricultural and Urban practices (BMPs)			\$20,000	\$20,000	\$20,000	\$20,000
	May include a plan amendment to address specific implementation strategies and load reductions once MPCA completes the TMDL studies.						
<i>Totals</i>		\$267,200	\$384,300	\$375,300	\$538,300	\$163,700	\$165,700
Administrative Programs							
<i>Program</i>	<i>Description</i>	<i>Estimated Cost</i>					
		<i>2000</i>	<i>2001</i>	<i>2002</i>	<i>2003</i>	<i>2004</i>	<i>2005</i>
General Engineering		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Project Reviews	Review local projects at feasibility stage as needed to assure compliance with VRWMC	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Standards/Local Ordinance Adoption	Coordination with local governmental units to assist with ordinance review in accord with VRWMC goals and policies	\$10,000	\$10,000	\$5,000	\$5,000	\$5,000	
JPA Communications/Correspondence	Coordination during review process for approval of new Joint Powers Agreement, etc.	\$5,000	\$5,000				
<i>Totals</i>		\$85,000	\$85,000	\$75,000	\$75,000	\$75,000	\$70,000

* Designated as matching funds for Twin Cities Water Quality Initiative through Metropolitan Council or US EPA 319 grants (\$100,000 local match planned over two year period)

CAMPBELL KNUTSON

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Joel J. Jamnik
Andrea McDowell Poehler
Matthew K. Brokl*
John F. Kelly
Matthew J. Foli
Marguerite M. McCarron
Gina M. Brandt
*Also licensed in Wisconsin

January 28, 2000

VERMILLION RIVER WMO MEMBER CITIES AND TOWNSHIPS

TO: All Individuals on the Attached Distribution List

**FROM: Roger N. Knutson
Vermillion River WMO Attorney**

SUBJECT: Vermillion River Joint Powers Agreement

A meeting has been scheduled for 7:30 p.m. on Wednesday, February 23, 2000 at the Dakota County Extension and Conservation, 4100 – 220th Street West, Farmington, Minnesota to review the Joint Powers Agreement for the Vermillion River Watershed Management Organization. The two issues that have been identified to date are: (1) funding; and (2) representation of communities on the Board of Commissioners. Enclosed is a draft Joint Powers Agreement that was distributed to you in 1997. The draft will give use a starting point for the discussion.

Also enclosed is a spread sheet prepared by the WMO's consulting engineer, Montgomery Watson, which calculates the amount due by each community using a hypothetical annual budget of \$393,250. The spread sheet calculations spreads the budget levy to member communities based upon three variables: (1) land area; (2) valuation; and (3) contributing storm water flow. Other variables and combinations of them are certainly possible.

It is very important that every member community send a representative to the meeting so that we can begin preparation of the new Joint Powers Agreement. Your input is needed.

A required public hearing on the Watershed Plan will also be held the same evening.

Vermillion River WMO Member Communities
January 28, 2000
Page 2

If you have any questions or concerns, please call.

Regards,

CAMPBELL KNUTSON
Professional Association

BY: _____
Roger N. Knutson
Vermillion River WMO Attorney

RNK:srn
Enclosures

cc: Vermillion WMO Board Members
Ed Matthiesen – Montgomery Watson
Laura Jester – Dakota County SWCD

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February 2, 2000

VERMILLION RIVER WMO MEMBER CITIES AND TOWNSHIPS

TO: All Individuals on the Attached Distribution List

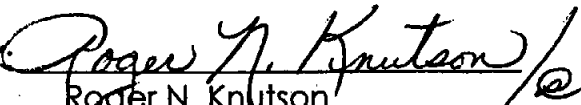
**FROM: Roger N. Knutson
Vermillion River WMO Attorney**

**SUBJECT: Vermillion River WMO
-Revised Spread Sheet Based on Annual Budget of \$393,250**

Enclosed please find a revised spread sheet prepared by the WMO's consulting engineer, Montgomery Watson, which calculates the amount due by each community using a hypothetical annual budget of \$393,250. The second page of the spread sheet sent to you with the draft Joint Powers Agreement on January 28, 1999 was missing a column.

Regards,

CAMPBELL KNUTSON
Professional Association

BY: 
Roger N. Knutson
Vermillion River WMO Attorney

RNK:srn
Enclosures

cc: Vermillion WMO Board Members
Ed Matthiesen – Montgomery Watson
Laura Jester – Dakota County SWCD

VERMILLION RIVER WATER MANAGEMENT ORGANIZATION
MEMBER CITIES AND TOWNSHIPS

DISTRIBUTION LIST

GROUP A

CASTLE ROCK TOWNSHIP

Michelle Nicolai, Clerk
23110 Biscayne Avenue
Farmington, MN 55024

Alyn Angus, Chair
3026 - 225th Street West
Farmington, MN 55024

DOUGLAS TOWNSHIP

Ralph Schweich, Clerk
11581 - 240th Street East
Hampton, MN 55031

Daniel Duncomb, Chair
13300 - 250th Street East
Cannon Falls, MN 55009

EMPIRE TOWNSHIP

Floyd Henry, Clerk
3680 - 194th Street West
Farmington, MN 55024

Gerald E. Stelzel, Chair
18875 Chippendale Ave. West
Farmington, MN 55024

EUREKA TOWNSHIP

Cheryl Schindeldecker, Chair
26600 Ipava Avenue West
Lakeville, MN 55044

Oliver Leine, Clerk
24498 Cedar Avenue
Farmington, MN 55024

HAMPTON TOWNSHIP

Judy Kimmes, Clerk
24195 Hogan Avenue
Hampton, MN 55031

Wilfred A. Tix, Chair
7719 - 260th Street
Randolph, MN 55065

MARSHAN TOWNSHIP

Marjory Snyder, Clerk
19980 Nicolai Avenue East
Hastings, MN 55033

Roger Fox, Chair
16950 Nicolai Avenue
Hastings, MN 55033

NEW MARKET TOWNSHIP

Albert Zweber, Clerk
23765 Texas Avenue
Lakeville, MN 55044

Leroy L. Clausen, Chair
27061 Dakota Avenue
Elko, MN 55020

NININGER TOWNSHIP

Judith Krupich, Clerk
6725 - 157th Street
Hastings, MN 55033

Robert Rotty, Chair
7918 - 150th Street East
Hastings, MN 55033

RAVENNA TOWNSHIP

Paula Peterson, Clerk
18668 Portwood Way
Hastings, MN 55033

Hank Tressel, Chair
20240 Quenin Avenue East
Hastings, MN 55033

VERMILLION TOWNSHIP

Faith Siebenaler, Clerk
19895 Inga Avenue
Hastings, MN 55033

Eugene Rotty, Chair
8720 - 160th Street East
Hastings, MN 55033

GROUP AA

CITY OF COATES

Marjorie Karnick, Clerk-Treas.
15660 Clayton Avenue
Rosemount, MN 55068-2056

CITY OF ELKO

Mary Ellen Fliccek, Clerk-Treas.
P.O. Box 58
Elko, MN 55020-0058

CITY OF HAMPTON

Kristine Beck, Clerk
P.O. Box 128
Hampton, MN 55031

CITY OF NEW MARKET

Jan Seykora, Clerk-Treas.
P.O. Box 58
New Market, MN 55054-0058

CITY OF VERMILLION

Rachelle Kimmes, Clerk-Treas.
307 Dakota Street
Vermillion, MN 55085

GROUP AAA

CITY OF APPLE VALLEY

Mary Mueller, Clerk
12400 Cedar Avenue
Apple Valley, MN 55124

CITY OF BURNSVILLE

Susan Olesen, Clerk
100 Civic Center Parkway
Burnsville, MN 55337-3817

CITY OF FARMINGTON

John Erar, Administrator
325 Oak Street
Farmington, MN 55024

CITY OF HASTINGS

Melanie Mesko, Clerk
101 - 4th Street East
Hastings, MN 55033-1224

CITY OF LAKEVILLE

Charlene Friedges, Clerk
20195 Holyoke Avenue West
Lakeville, MN 55044

CITY OF ROSEMOUNT

Susan Walsh, Clerk
2875 - 145th Street West
Rosemount, MN 55068

Total Due from Each Municipality for Average Levy of \$393, 250

Percent Contributions to Total Flow									
Existing Conditions									Based on Total
Municipality	Area (acres)	Taxable Market Value † (dollars)	Net Tax Capacity † (dollars)	Percent of Total		Above Hwy 61 Flow gages w/landlocked	From Entire WMO		Tax Capacity of Watershed \$393,250
				Area %	Tax Capacity %		No landlocked HEC-1 CNs	Landlocked HEC-1 CNs	
Apple Valley	9,824	1,927,532,000	29,690,668	4.59%	31.68%	5.74%	5.02%	5.09%	\$124,590
Burnsville	903	152,350,000	2,347,334	0.42%	2.50%	0.58%	0.48%	0.51%	\$9,850
Castle Rock	13,140	62,714,100	788,676	6.14%	0.84%	10.26%	7.11%	7.53%	\$3,309
Coates	883	9,283,300	155,554	0.41%	0.17%	0.33%	0.40%	0.43%	\$653
Douglas Twp.	4,873	17,425,100	198,933	2.28%	0.21%	NA	2.11%	2.23%	\$835
Elko *	734	13,895,650	177,975	0.34%	0.19%	0.49%	0.42%	0.45%	\$747
Empire	21,979	85,766,500	1,073,190	10.27%	1.15%	13.80%	11.48%	10.76%	\$4,503
Eureka	16,001	88,692,100	1,109,217	7.47%	1.18%	11.41%	9.15%	9.69%	\$4,655
Famington	7,443	490,706,400	6,943,002	3.48%	7.41%	5.19%	3.95%	4.18%	\$29,135
Hampton	793	28,041,200	326,382	0.37%	0.35%	0.59%	0.41%	0.44%	\$1,370
Hampton Twp.	7,139	16,844,600	223,790	3.33%	0.24%	3.77%	3.42%	3.62%	\$939
Hastings	6,867	697,242,000	10,338,598	3.21%	11.03%	0.79%	1.26%	1.33%	\$43,383
Lakeville	20,171	1,415,153,000	21,927,272	9.42%	23.40%	17.76%	12.44%	13.17%	\$92,012
Marshan	22,198	89,486,100	1,157,513	10.37%	1.24%	3.83%	9.33%	9.89%	\$4,857
New Market *	322	1,681,800	144,166	0.15%	0.15%	0.24%	0.21%	0.22%	\$605
New Market Twp. *	10,525	122,928,295	1,716,246	4.92%	1.83%	7.95%	6.77%	7.17%	\$7,202
Nininger	10,849	56,165,700	748,383	5.07%	0.80%	1.94%	2.20%	2.63%	\$3,140
Ravenna Twp.	14,302	118,524,300	1,561,070	6.68%	1.67%	NA	4.08%	4.32%	\$6,551
Rosemount	22,626	708,101,800	11,866,453	10.57%	12.66%	5.39%	9.01%	5.27%	\$49,795
Vermillion	638	18,107,600	232,359	0.30%	0.25%	0.27%	0.31%	0.32%	\$975
Vermillion Twp.	21,896	82,945,200	987,784	10.23%	1.05%	9.67%	10.43%	11.05%	\$4,145
SUM (10⁶)	214,108	6,203,586,745	93,714,565	100.00%	100.00%	100.00%	99.99%	100.30%	\$393,250
† All information obtained from Dakota County Assessor unless otherwise indicated for assessment year 1999 and payment year 2000									
* Obtained from Scott County Assessor - proposed 2000									

**Total Due from Each Municipality
Effect of Proposed Average \$393,250 Levy**

Municipality	Based on Current JPA 50% Area + 50% Tax Capacity of Municipality	Based on Total Tax Capacity of Watershed	Based on Area of Each Municipality in Watershed	Based on Volume from flow measurements to the Vermillion River including landlocked basins	Based on volume of flow from curve numbers (CN) including landlocked basins	Based on volume of flow from curve numbers (CN) excluding landlocked basins
Apple Valley	\$71,317	\$124,590	\$18,044	\$22,573	\$19,741	\$20,016
Burnsville	\$5,754	\$9,850	\$1,659	\$2,281	\$1,888	\$2,006
Castle Rock	\$13,722	\$3,309	\$24,135	\$40,347	\$27,960	\$29,612
Coates	\$1,138	\$653	\$1,623	\$1,298	\$1,573	\$1,691
Douglas Twp.	\$4,893	\$835	\$8,951	NA	\$8,298	\$8,769
Elko	\$1,047	\$747	\$1,348	\$1,927	\$1,652	\$1,770
Empire	\$22,436	\$4,503	\$40,368	\$54,269	\$45,145	\$42,314
Eureka	\$17,022	\$4,655	\$29,390	\$44,870	\$35,982	\$38,106
Farmington	\$21,402	\$29,135	\$13,670	\$20,410	\$15,533	\$16,438
Hampton	\$1,413	\$1,370	\$1,457	\$2,320	\$1,612	\$1,730
Hampton Twp.	\$7,026	\$939	\$13,112	\$14,826	\$13,449	\$14,236
Hastings	\$27,998	\$43,383	\$12,613	\$3,107	\$4,955	\$5,230
Lakeville	\$64,530	\$92,012	\$37,048	\$69,841	\$48,920	\$51,791
Marshan	\$22,814	\$4,857	\$40,770	\$15,061	\$36,690	\$38,892
New Market	\$599	\$605	\$592	\$944	\$826	\$865
New Market Twp.	\$13,266	\$7,202	\$19,331	\$31,263	\$26,623	\$28,196
Nininger	\$11,534	\$3,140	\$19,927	\$7,629	\$8,652	\$10,342
Ravenna Twp.	\$16,409	\$6,551	\$26,268	NA	\$16,045	\$16,988
Rosemount	\$45,676	\$49,795	\$41,558	\$21,196	\$35,432	\$20,724
Vermillion	\$1,074	\$975	\$1,172	\$1,062	\$1,219	\$1,258
Vermillion Twp.	\$22,180	\$4,145	\$40,216	\$38,027	\$41,016	\$43,454

REVISED AND RESTATED
JOINT POWERS AGREEMENT
ESTABLISHING A WATERSHED MANAGEMENT COMMISSION
FOR THE VERMILLION RIVER WATERSHED

THE PARTIES TO THIS AGREEMENT are cities and townships which have land that drain surface water into the Vermillion River. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. 1996 §§ 471.59 and 103B.201, et. seq.

1. NAME AND LEGAL BOUNDARY. The parties hereby establish the Vermillion River Water Management Commission, hereinafter referred to as the "WMO." The "Legal Boundary Map of the Vermillion River Water Management Commission" is attached hereto as Exhibit A.

2. PURPOSE. The purpose of this Agreement is to provide an organization to:

A. Protect, preserve, and use natural surface and ground water storage and retention systems;

B. Minimize public capital expenditures needed to correct flooding and water quality problems;

C. Identify and plan for means to effectively protect and improve surface and ground water quality;

D. Establish more uniform local policies and official controls for surface and ground water management;

- E. Prevent erosion of soil into surface water systems;
- F. Promote ground water recharge;
- G. Protect and enhance fish and wildlife habitat and water recreational facilities; and
- H. Secure the other benefits associated with the proper management of surface and ground water.

3. DEFINITIONS.

Subdivision 1. "*Commission*" means the organization created by this Agreement, the full name of which is "Vermillion River Watershed Management Commission."

Subdivision 2. "*Board*" means the board of commissioners of the Commission.

Subdivision 3. "*Council*" or "*Town Board*" means the governing body of a governmental unit which is a member of this Commission.

Subdivision 4. "*Governmental Unit*" means any township or city.

Subdivision 5. "*Member*" means a governmental unit which enters into this Agreement.

Subdivision 6. "*Vermillion River Watershed*" or "*Watershed*" means the area contained within the "Legal Boundary Map of the Vermillion River Water Management Commission" attached hereto as Exhibit "A".

4. MEMBERSHIP. The membership of the Commission shall consist of the following governmental units:

GROUP A

Empire Township
Marshan Township
Eureka Township
Castle Rock Township
Douglas Township
Nininger Township
New Market Township
Vermillion Township
Hampton Township
Ravenna Township

GROUP AA

City of Coates
City of Elko
City of Hampton
City of Vermillion
City of New Market

GROUP AAA

City of Lakeville
City of Rosemount
City of Apple Valley
City of Farmington
City of Hastings
City of Burnsville

No change in governmental boundaries, structure, organizational status, or character shall affect the eligibility of any governmental unit listed above to be represented on the Commission, so long as such governmental unit continues to exist as a separate political subdivision.

5. ADVISORY COMMITTEES.

Subdivision 1. Technical Advisory Committee. The following governmental subdivisions or agencies shall be requested to appoint a non-voting advisory member to the Commission: Dakota County, Dakota County Soil and Water Conservation District, and Scott County Soil and Water Conservation District. The Advisory

members shall not be required to contribute funds for the operation of the WMO, except as provided in Minn. Stat. § 103B.251, but may provide technical services.

Subdivision 2. Citizen Advisory Committee. The WMO may establish a citizen advisory committee ("CAC") from the public at large to provide input on watershed management plan revisions and other matters as deemed appropriate. The CAC shall be appointed by the WMO considering individuals nominated by each member community. The WMO will notify each member of its intent to establish each CAC that it intends to create, will specify the purpose and duration of a CAC and, will request each member to nominate candidates to be considered for appointment by the WMO. At the time of establishment of a CAC the WMO will appoint a chair of the CAC, a board member liaison to the CAC, define a time line for submittal of any comments, and define the level of support the WMO will provide to the CAC.

6. BOARD OF COMMISSIONERS.

Subdivision 1. The governing body of the Commission shall be its Board, which shall consist of nine (9) members. The governing bodies of Group A shall jointly appoint three (3) commissioners. The governing bodies of Group AA shall jointly appoint two (2) commissioners. The governing bodies of Group AAA shall jointly appoint four (4) commissioners. Vacancies in office shall be filled for the remainder of the term by the governing bodies who appointed or had the right to appoint the commissioner in accordance with the provisions set forth in subdivision 3.

Subdivision 2. The Board of Commissioners on behalf of the appointing authorities shall comply with the notice requirements of Minn. Stat. § 103B.227.

Subdivision 3. For purposes of appointing commissioners, each member shall appoint a delegate to act on its behalf. The member, in its discretion, may direct the delegate how to vote or it may leave that decision to the delegate. The delegates of Group A shall meet upon fifteen (15) days notice at a time and place selected by the clerk of the Empire Township Board. Group AA shall meet upon fifteen (15) days notice at a time and place selected by the city clerk of Coates. Group AAA shall meet upon fifteen (15) days notice at a time and place selected by the city clerk of Lakeville. The delegates of each group shall select the commissioner(s) by majority vote of the delegates present. Voting may also take place by mailed ballot, fax, E-mail, telephone call, or any combination of these methods.

Subdivision 4. The term of each commissioner shall be three (3) years and until his or her successor is selected and qualifies.

Subdivision 5. A commissioner may not be removed from the Board prior to the expiration of his or her term, unless the Commissioner consents in writing or unless removed in accordance with Minn. R. 8410.0040.

Subdivision 6. Commissioners shall serve without compensation from the Commission, but this shall not prevent a governmental unit from providing compensation for a commissioner for serving on the Board.

Subdivision 7. At the first meeting of the Board each year, the Board shall elect from its commissioners a chair, a vice chair, a secretary-treasurer, and such other officers as it deems necessary to conduct its affairs. The Commission shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Commission

provided that at least ten (10) days' prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent. A majority vote of all eligible votes of the then existing members of the Commission shall be sufficient to adopt any proposed amendment to such rules and regulations.

Subdivision 8. The Board shall meet at least annually, at times and places selected by the Board. If the Board changes its regularly established meeting place or time, it shall place a notice of the change on a bulletin board at least three (3) days in advance in the building where it usually meets.

Subdivision 9. The Board, by majority vote of the commissioners present, may establish committees as appropriate.

Subdivision 10. The Board may create a management subcommittee comprised of Board members and may delegate authority to it except that it may not delegate the authority to order the construction of improvement projects.

Subdivision 11. Unless otherwise specified in this Agreement, action by the Board shall require a majority vote of the commissioners present.

7. POWERS AND DUTIES OF THE COMMISSION.

Subdivision 1. The Commission, acting by its Board of Commissioners:

A. Shall prepare, adopt and implement a watershed management plan meeting the requirements of Minn. Stat. § 103B.231;

B. Shall review and approve local water management plans as provided in Minn. Stat. § 103B.235;

C. Shall exercise the authority of a watershed district under Minn. Stat. Chapter 103D to regulate the use and development of land in the watershed when one or more of the following conditions exist:

(1) The local government unit exercising planning and zoning authority over the land under Minn. Stat. §§ 366.10 to 366.19, 394.21 to 394.37, or 462.351 to 462.364 does not have a local water management plan approved and adopted in accordance with requirements of Minn. Stat. § 103B.235 or has not adopted the implementation program described in the plan.

(2) An application to the local government unit for a permit for the use and development of land, requires an amendment to, or variance from, the adopted local water management plan or implementation program of the local unit.

(3) The local government unit has authorized the Commission to require permits for the use and development of land.

Subdivision 2. The Board shall adopt an annual work plan.

Subdivision 3. The Commission may employ such persons as it deems necessary to accomplish its duties and powers.

Subdivision 4. The Commission may contract for space and for material and supplies to carry on its activities either with a member or elsewhere.

Subdivision 5. The Commission may acquire necessary personal property to carry out its powers and its duties.

Subdivision 6. The Commission may make necessary surveys or use other reliable surveys and data, and develop projects to accomplish the purposes for which the Commission is organized.

Subdivision 7. The Commission may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 8. The Commission may order any governmental unit to carry out the local water management plan which has been approved by the Board, or if the local unit of government fails to do so, in addition to its other remedies, in its discretion, the Board may implement any required action or improvement in accordance with this Agreement.

Subdivision 9. The Commission may acquire, operate, construct, and maintain the capital improvements delineated in the watershed management plan adopted by the Board.

Subdivision 10. The Commission may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.

Subdivision 11. The Commission may establish and maintain devices for acquiring and recording hydrological and water quality data within the Vermillion watershed.

Subdivision 12. To the extent permitted by law, the Commission may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission.

Subdivision 13. The Commission may provide any member governmental unit with technical data or any other information of which the Commission has knowledge which will assist the governmental unit in preparing land use classifications or local water management plans within the watershed.

Subdivision 14. The Commission may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Vermillion River Watershed.

Subdivision 15. The Commission may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations.

Subdivision 16. The Commission may collect money, subject to the provisions of this Agreement, from its members and from any other source approved by the Board.

Subdivision 17. The Commission may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purposes and powers.

Subdivision 18. The Commission shall cause to be made an annual audit of the books and accounts of the Commission and shall make and file a report to its members at least once each year including the following information:

- A. The financial condition of the Commission;

B. The status of all Commission projects and work within the watershed; and

C. The business transacted by the Commission and other matters which affect the interests of the Commission. Copies of the report shall be transmitted to the clerk of each member governmental unit.

Subdivision 19. The Commission's books, reports, and records shall be available for and open to inspection by its members or the public at all reasonable times.

Subdivision 20. The Commission may recommend changes in this Agreement to its members.

Subdivision 21. The Commission may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by Minn. Stat. §§ 103B.201 through 103B.252.

Subdivision 22. Each member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.

8. POWERS AND DUTIES OF THE OFFICERS OF THE BOARD OF COMMISSIONERS.

Subdivision 1. It shall be the duty of the Chairperson of the Board of Commissioners to

A. Attend and preside at all meetings of the Board;

B. Assist in the preparation of meeting agendas and the annual work

plan;

C. See that orders and resolutions of the Board are carried into effect;

D. Sign and execute documents as may be required for the Board's exercise of its powers, except in cases in which the authority to sign and execute is required by law to be exercised by another person; and

E. Such other duties applicable to the office as necessary to fulfill the powers and duties of the Board of Commissioners as set forth in this Agreement.

Subdivision 2. It shall be the duty of the Vice Chairperson of the Board of Commissioners to:

A. Perform the duties of the Chairperson in his/her absence;

B. Perform other duties as assigned from time to time by the Board of Commissioners.

Subdivision 3. It shall be the duty of the Secretary/Treasurer of the Board of Commissioners to:

A. Keep and post a true and accurate record of the proceedings of all meetings of the Commission and Board of Commissioners;

B. Keep a record of all amendments, alterations and additions to the Joint Powers Agreement;

C. Prepare and process all correspondence as needed;

D. Prepare and file all reports and statements as required by law and this Agreement;

E. Keep all financial accounts of the Commission, and prepare and present to the Board of Commissioners a full and detailed statement of the assets and

liabilities of the Commission's financial accounts prior to the annual meeting of the Commission;

F. Perform other duties as assigned from time to time by the Board of Commissioners.

9. CONSTRUCTION OF IMPROVEMENTS.

Subdivision 1. The Board shall secure from its engineers or some other competent person a preliminary report advising it whether the proposed improvement is feasible, the estimated cost of the improvement, and evaluating the consistency of the improvement project with the watershed plan capital improvement section. The Board shall then hold a public hearing on the proposed improvement. Notice of the hearing shall be mailed to the clerk of each affected member and shall also be published in the Board's official newspaper. The notice shall be mailed not less than forty-five (45) days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost, and the estimated cost to each member governmental unit.

To order the improvement, a resolution setting forth the order shall require a favorable vote of two-thirds (2/3rds) of all Board members. The order shall describe the improvement, shall determine the method of financing, shall designate the engineers to prepare plans and specifications, and shall designate who will contract for the improvement. After the Board has ordered an improvement, it shall forward the preliminary report to all affected member governmental units with an estimated time schedule for the construction of the improvement.

If the Commission proposed to use Dakota County's and/or Scott County's bonding authority, or if the Commission proposes to certify all or any part of a capital improvement to Dakota and/or Scott County for payment, then and in that event all proceedings shall be carried out in accordance with Minn. Stat. § 103B.251.

Subdivision 2. Any member governmental unit aggrieved by the determination of the Board as to the financing of an improvement shall have thirty (30) days after the Commission resolution ordering the improvement to appeal the determination. The appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three (3) persons: one to be appointed by the Board of Commissioners, one to be appointed by the appealing member governmental unit, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within fifteen (15) days after their appointment, then the chief judge of the District Court of Dakota County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board. The third person selected shall not be a resident of any member governmental unit and if appointed by the chief judge, shall be a person knowledgeable in the subject matter. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn. Stat. Chapter 572.

Subdivision 3. Contracts for Improvements. The bidding and contracting of the work may be let by any one of the member governmental units or by the Board as determined by the Board of Commissioners in compliance with state statutes. Contracts and bidding procedures shall comply with the legal requirements applicable to statutory cities.

Subdivision 4. Supervision. All improvement contracts shall be supervised by the entity awarding the contract. The Commission staff shall also be authorized to observe and review the work in progress and the members agree to cooperate with the Commission staff in accomplishing its purposes. Representatives of the Commission shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The Commission staff shall report and advise and recommend to the Board on the progress of the work.

Subdivision 5. Land Acquisition. The Commission shall have the power of eminent domain. All easements or interest in land which are necessary will be negotiated or condemned in accordance with Minn. Stat. Chapter 117 by the Board or, if directed by the Board, by the governmental unit where the land is located, and each member agrees to acquire the necessary easement or right-of-way or partial or complete interest in land upon order of the Board to accomplish the purposes of this Agreement. All reasonable costs of the acquisition, including attorney's fees, shall be considered as a cost of the improvement. If a member governmental unit determines it is in the best interests of that member to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other

purposes, the costs of the acquisition will not be included in the improvement costs of the ordered project. The Board, in determining the amount of the improvement costs to be assessed to each member governmental unit, may take into consideration the land use for which the additional lands are being acquired and may credit the acquiring municipality for the land acquisition to the extent that it benefits the other members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction, or the Board, if feasible and necessary, may defer the credits to a future project.

Members may not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another member within the Vermillion watershed except upon order of the Board.

10. FINANCES.

Subdivision 1. Disbursements. The Commission funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. The Board shall designate one or more national or state bank or trust companies authorized to receive deposits of public monies to act as depositories for the Commission funds. In no event shall there be a disbursement of Commission funds without the signature of at least two (2) Board members, one of whom shall be the treasurer. The treasurer shall be required to file with the secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.

Subdivision 2. Budget. On or before June 1 of each year, the Board shall adopt a general administrative budget by a majority vote for the ensuing year

and decide upon the total amount necessary for the general fund. The Board shall send the budget to the clerk of each member governmental unit, together with a statement of the proportion of the budget to be provided by each member. The council of each member agrees it will review the budget, and the Board shall upon notice from any member received prior to July 1, hear objections to the budget, and may, upon notice to all members and after a hearing, modify or amend the budget, and then give notice to the members of any and all modifications or amendments. Each member agrees to provide the funds required by the budget and the determination of the Board shall be conclusive.

If a member fails to provide its share of the funds required by the budget, the unpaid balance of the funds shall accrue interest at a rate of eight percent (8%) per annum. The WMO may take whatever action at law or in equity as may appear necessary or appropriate to collect any amounts due by a member under this Agreement. The member hereby agrees to pay the cost of collection, including reasonable attorney fees.

Subdivision 3. Tax Levy. Pursuant to Minn. Stat. § 103B.241, the Commission may levy a tax to pay the increased cost of preparing a plan under Minn. Stat. §§ 103B.231 and 103B.235 or for projects identified in an approved and adopted plan necessary to implement the purposes of Minn. Stat. § 103B.201. The proceeds of any tax levied under this subdivision shall be deposited in a separate fund and may be expended only for the purposes authorized by Minn. Stat. § 103B.241. The Commission may accumulate the proceeds of levies as an alternative to issuing bonds to finance improvements.

Subdivision 4. General Administration. Each member agrees to contribute each year to a general fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of an overall plan, insurance, bonds, and to purchase and maintain devices to measure hydrological and water quality data. The funds may also be used for any other purpose authorized by this Agreement. The annual contribution by each member shall be based fifty percent (50%) on taxable market value and fifty percent (50%) on area in accordance with the following formula:

Annual Watershed Levy = L

Taxable Market Value of a
Member's Property in the Watershed = MV

Taxable Market Value of All Property in the Watershed = TV

Acres of Property a Member Has in the Watershed = A

Total Acres in Watershed = TA

Member Required Contribution = C

$$\frac{1}{2} L \times \frac{MV}{TV} + \frac{1}{2} L \times \frac{A}{TA} = C$$

Subdivision 5. Capital Improvement.

A. An improvement fund shall be established for each improvement project ordered by the Commission. Each member agrees to contribute to the funds its proportionate share of the engineering, legal, and administrative costs as determined by the amount to be assessed against each member as a cost of the improvement. The Board shall submit in writing a statement to each

member, setting forth in detail the expenses incurred by the Commission for each project.

Each member further agrees to pay its proportionate share of the cost of the improvement in accordance with the determination of the Board. The Board or the member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the member being billed agrees to pay its proportionate share of the costs within thirty (30) days after receipt of the statement. The Board may also require payment from members before awarding a contract based upon an engineer's estimate of cost. Billings will then be adjusted when actual costs are known. The Board or the member awarding the contract shall advise other contributing members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.

B. The Commission may also fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.251. The Commission and Dakota County and/or Scott County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Dakota and/or Scott County pursuant to Minn. Stat. § 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Dakota and/or Scott County based upon a tax levy resolution adopted by the Commission and remitted to the county(ies) on or before October 1 of each year. If it is determined to levy for maintenance, the

Commission shall be required to follow the hearing process established by Minn. Stat. § 103D.921. Mailed notice shall also be sent to the clerk of each member municipality at least thirty (30) days prior to the hearing.

C. The Commission may also fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan in accordance with Minn. Stat. § 103B.241.

Subdivision 6. Capital Cost Allocation of Improvements in the Board's Watershed Management Plan. All capital improvement costs of improvements designated in the Board's adopted watershed management plan for construction by the Board pursuant to paragraph 10, subdivision 5A of this Agreement shall be apportioned on the following bases or a combination of these methods:

A. The ratio of real property valuation of each member within the boundaries of the benefited area to the total real property valuation within the entire benefited area.

B. The ratio of quantity and/or quality of storm water produced by each member within the boundaries of the benefited area to the total quantity and/or quality of storm water produced by the entire benefited area.

C. The ratio of benefit received by each member to the total benefit to the entire area of the project.

Subdivision 7. Capital Cost Allocation of Improvements Delineated in Local Watershed Management Plans. All capital improvement costs incurred by the Board for improvements delineated in local watershed management plans that

benefits only that local unit of government, which the Board undertakes pursuant to paragraph 7, subdivision 8 of this Agreement because the local unit of government fails to do so, shall be apportioned entirely to that local unit of government.

11. SPECIAL ASSESSMENTS. The Commission shall not have the power to levy special assessments. All such assessments shall be levied by the member wherein the land is located.

12. DURATION.

Subdivision 1. Each member agrees to be bound by the terms of this Agreement until January 1, 2010, and it may be continued thereafter upon the agreement of all the parties.

Subdivision 2. This Agreement may be terminated prior to January 1, 2010, by the written agreement of majority vote of the members.

Subdivision 3. In addition to the manner provided in Subdivision 1 for termination, any member may petition the Board to dissolve the Agreement. Upon thirty (30) days' notice in writing to the clerk of each member governmental unit, the Board shall hold a hearing and upon a favorable majority vote of all eligible votes of the then existing Board members, the Board may by resolution recommend that the Commission be dissolved. The resolution shall be submitted to each member governmental unit and if ratified by majority vote of the governing bodies of all eligible members within sixty (60) days, the Board shall then give ninety (90) days written notice of its intent to dissolve the Commission to Dakota County, Scott County and the Board of Water and Soil Resources. After the expiration of this 90-day notice period, the Board shall dissolve the Commission, allowing a reasonable time to

complete work in progress and to dispose of personal property owned by the Commission.

13. DISSOLUTION. Upon dissolution of the Commission, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission required by the last annual budget.

14. EFFECTIVE DATE. This Agreement shall be in full force and effect when all twenty-one (21) members file a signed copy of this Agreement with the Board. All members need not sign the same copy.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

Approved by the Town Board
_____, 19____.

EMPIRE TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

MARSHAN TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

EUREKA TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

CASTLE ROCK TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

DOUGLAS TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

NININGER TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

NEW MARKET TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

VERMILLION TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

HAMPTON TOWNSHIP

BY: _____

Attest: _____

Approved by the Town Board
_____, 19____.

RAVENNA TOWNSHIP

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF COATES

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF ELKO

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF HAMPTON

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF VERMILLION

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF NEW MARKET

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF LAKEVILLE

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF ROSEMOUNT

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF APPLE VALLEY

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF FARMINGTON

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF HASTINGS

BY: _____

Attest: _____

Approved by the City Council
_____, 19____.

CITY OF BURNSVILLE

BY: _____

Attest: _____

CITY OF HASTINGS

101 4th Street East • Hastings, MN 55033-1955
651-437-4127 • Fax: 651-437-7082

MEMORANDUM

TO: Mayor Werner and City Council

FROM: Matt Weiland, City Planner

DATE: 2/3/00

SUBJECT: Public Hearing -Vacate part of Locust St

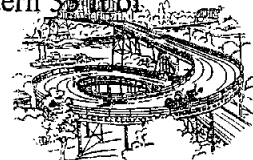
Dave Carroll has submitted an application and a petition to the City Of Hastings requesting the vacation of a portion of Locust St south of 4th St. E (Site Location Map enclosed). The vacated property is legally described as follows:

The east 33 ft of the platted Locust St Right Of Way located adjacent to Lot 4,
Block 14, Barker's Addition

He is requesting this vacation for many reasons. The main reason is that the road has always been an unimproved city street and he would like to add this property to his property for future site development. He has been maintaining this property for many years. This request for a street vacation first came before the City Council back in April, 1999. There were concerns raised at that time about this street being used as a future public access for Lake Isabel. The item was tabled at that time to allow for a study being done on Lake Isabel to be completed. That study has now been completed. The study did not recommend putting in a dike for the lake. If the City Council vacates this street, the applicant should be responsible for all recording fees required by Dakota County.

Planning Comments:

Every property owner in the city has a right to petition the city to vacate street r.o.w. property. However, the City is not obligated to vacate street property. This property has always been unimproved. It is a slope that runs down to the flood plain. The applicant would like to maintain this property and possibly put a home on the property. The property owner is aware of the shoreland and flood plain rules in this area and will have to meet these rules in order to put a home in here. Future access to Lake Isabel could still be accommodated in the western 33 ft of the Locust St. R.O.W. .



Recommended Action:

Motion to approve a resolution approving the street vacation of a portion of Locust St

cc: Dave Carroll

COPY

LAND USE APPLICATION

CITY OF HASTINGS

Address of Property Involved: _____

Legal Description of Property Involved: _____

Lot 4, Block 14 barker's Addition to Hastings.

Applicant:

Name David & Patricia Carroll

Address 1905 Eddy St.

Hastings, MN. 55033-2524

Telephone 651-437-2779

Official Use Only

Date Rec'd _____

File No. _____

Fee Paid _____

Rec'd by _____

Ordinance No. _____

Section: _____

RECEIPT
CITY OF HASTINGS
101 EAST 1ST STREET
HASTINGS, MN 55033

Date 05/17/99 Time 11:04 am

Receipt No 20030702

DAVID CARROLL

100.00

PAID BY CHECK#

4256

TOTAL DUES \$100.00
TENDERED \$100.00
CHARGE \$.00

Use: _____

sion: _____

n: \$ 100.00

variance: _____

Other: _____

Description of Request (include site plan, survey, and/or plat if applicable): I am requesting a vacation of the east 33' of Locust St. south of Fourth Street, in east Hastings. Site plan - survey attached to request.

Signature of Applicant _____ Date _____

Signature of Owner _____ Date _____

THANK YOU

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
VACATING STREET R-O-W
FOR PART OF LOCUST ST**

Council member _____ introduced the following Resolution
and moved its adoption:

WHEREAS, the Hastings City Council has initiated consideration of action to vacate that
portion of the street R.O.W legally described as follows:

Vacated Street: The east 33 ft of the platted Locust St Right Of Way located
adjacent to Lot 4, Block 14, Barker's Addition
on file and of record in the office of the County
Recorder, Dakota County, Minnesota.

WHEREAS, on February 22nd, 2000, a Public Hearing on this proposed street vacation
was held before the City Council of the City of Hastings, which hearing was proceeded by
published notice as required by state law, city charter and city ordinance; and

WHEREAS, the City of Hastings in all respects proceeded with the vacation hearing as
provided by the Charter, ordinances and applicable Minnesota Statutes.

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

That the following legally described street R.O.W and drainage and utility easement:

Vacated Street:

The east 33 ft of the platted Locust St Right Of Way located adjacent to Lot 4, Block 14, Barker's Addition on file and of record in the office of the County Recorder, Dakota County, Minnesota.

is hereby vacated effective of this date.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be filed with the Dakota County Recorder's Office by the Hastings City Clerk.

Council member _____ moved a second to this resolution and upon being put to a vote it was unanimously adopted by all Council Members present.

Ayes:

Nays:

Absent:

ATTEST:

Michael D. Werner, Mayor

Melanie Mesko
Administrative Assistant/City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 22nd day of February, 2000, as disclosed by the records of the City of Hastings on file and of record in the office.

Melanie Mesko
Administrative Assistant/City Clerk

(SEAL)

This instrument drafted by:
City of Hastings
101 4th ST.
Hastings, MN 55033

MAT WEILAND, CITY OF HASTINGS, CITY COUNCIL MEMBERS

STREET VACATION REQUEST JANUARY 27 2000

THE EAST SIDE OF LOCUST STREET SOUTH OF FOURTH STREET
ADJACENT TO LOT 4 BLOCK 14 BARKER ADDITION.

MAT WOULD YOU PLEASE RESUBMIT THE STREET VACATION
REQUEST THAT WAS TABELED LAST YEAR. THE LAKE STUDY HAS
BEEN COMPLETED AND DUE TO THE COST FOR THE LAKE
RESTORATION AND A NUMBER OF OTHER PROBLEMS. MOST FUNDING
HAS BEEN DENIED.

ENCLOSED IS A LETTER AND STUDY INFORMATION.

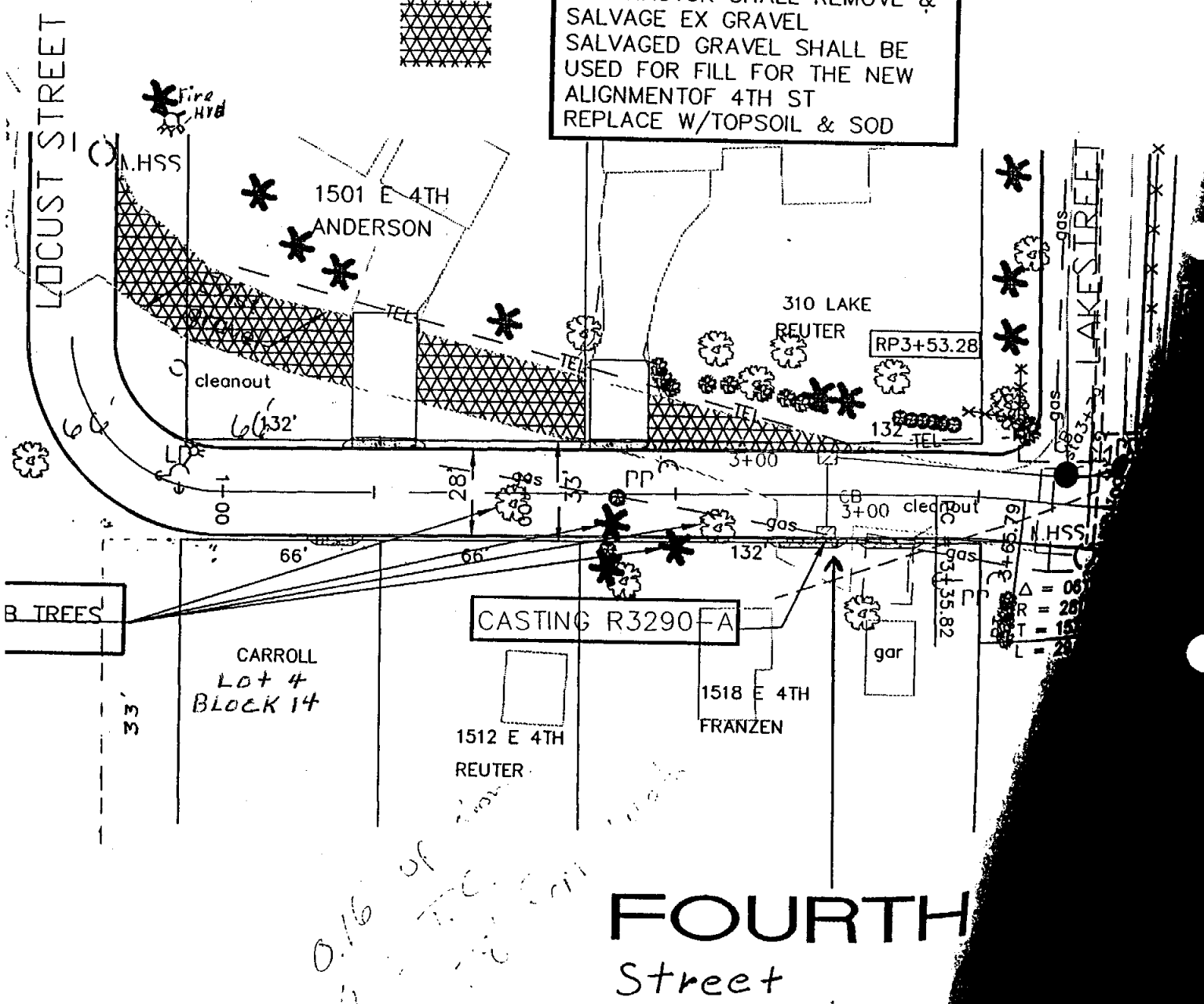
Wanda J. Carroll *1-28-2000*

SCALE



ft.

CONTRACTOR SHALL REMOVE & SALVAGE EX GRAVEL
 SALVAGED GRAVEL SHALL BE USED FOR FILL FOR THE NEW ALIGNMENT OF 4TH ST
 REPLACE W/TOPSOIL & SOD



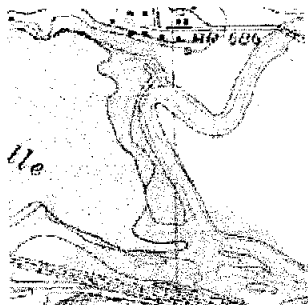
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Δ = 06
 R = 28
 T = 15
 L = 28



Home About Famous Places Advanced Find

Locator



Hastings, Minnesota, United States 29 Jul 1994

View

Style Scale 1m

Zoom

Download

Print/Save/Print



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Photo courtesy of the US Geological
Orig:MetaTag = "408219NW" Center Lon,Lat = -92.52848,44.74195 Running Time 30 ms



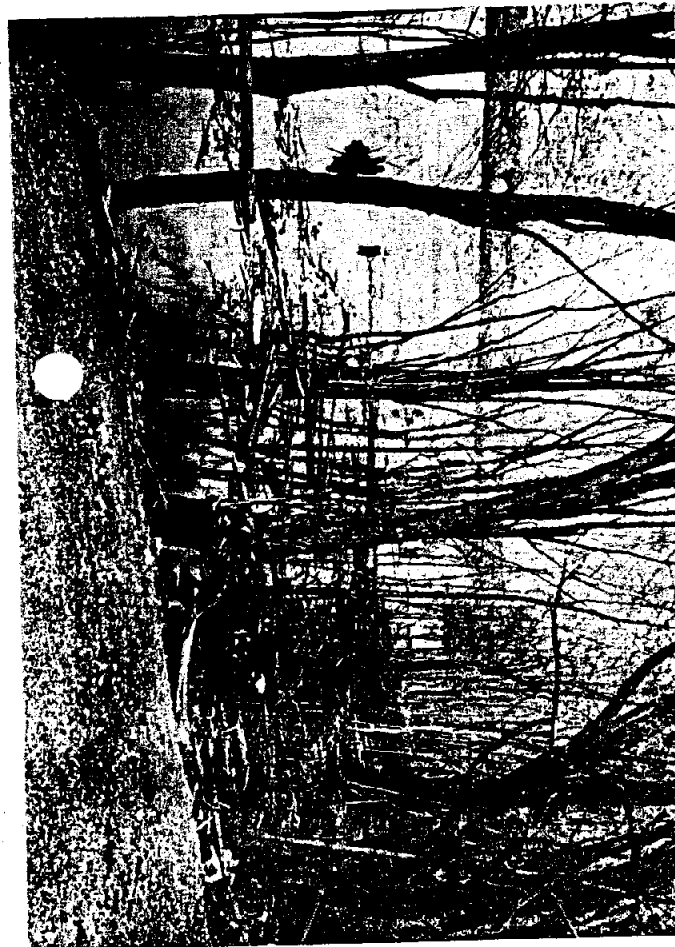
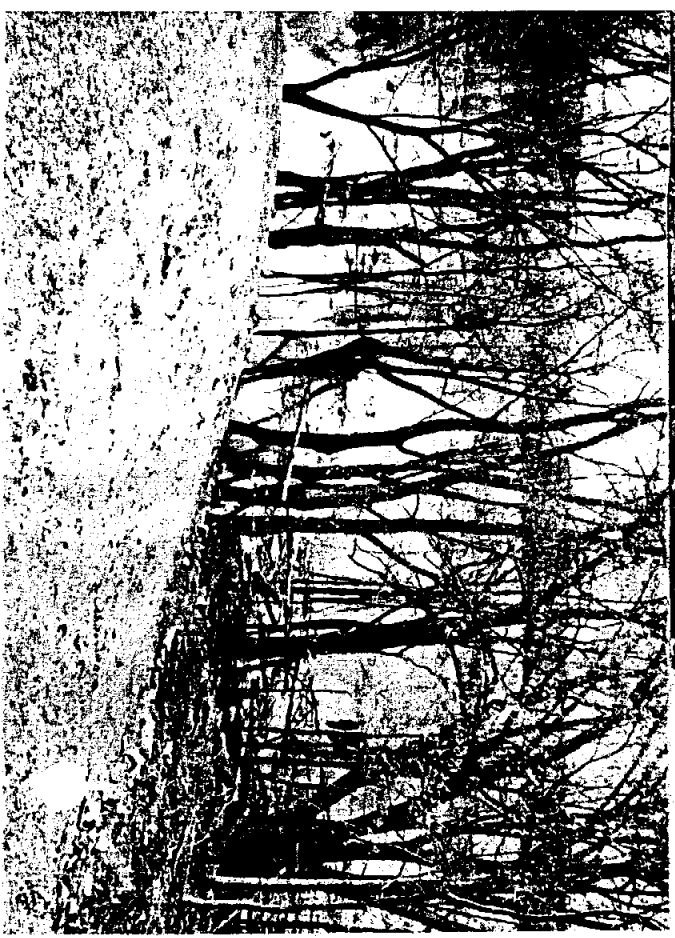
Home About Famous Places Advanced Find

Hastings, Minnesota, United States 29 Jul 1994



0 200M 0 200M 0

Photo courtesy of the US Geological Survey
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Memo

To: Mayor Werner and City Council
From: Matthew Weiland, City Planner
Subject: **Site Plan** - Fluegel's Lawn and Garden (Fence)
Date: February 16th, 2000
CC: Fluegel's Lawn and Garden

Fluegel's Lawn and Garden has made application and requested site plan approval to install a new fence around the property located at 1278 North frontage Rd. The applicant would installing a 6 ft black vinyl decorative fence around the front of his outdoor display area and a 6ft chain-link fence around the rest of the property. The applicant has indicated a need for the fence because of ongoing security problems. This request is being presented to the Planning Commission because it is a change form the approved site plan.

Included with this memo are the following: Application form, Site Plan and a Site Location Map.

Background Information:

1. **Comprehensive Plan Designation:** The subject property is guided Commercial in the Comprehensive Plan. The retail/office development is a consistent and permitted use for this land use designation.
2. **Zoning:** The property is currently zoned C-1 General Commerce . This zoning classification is consistent with the City's Comprehensive Plan. Fences are permitted in this district with site plan approval.
3. **Existing Conditions:** The property currently has a retail building, parking lot and outdoor display area.
4. **Proposed Conditions:** The applicant is proposing to install a new fence around the property located at 1278 North frontage Rd. The applicant would installing a 6 ft black vinyl decorative fence around the front of his outdoor display area and a 6ft chain-link fence around the rest of the property. The applicant would also be installing foundation plantings at the base of the fence.

5.

Zoning Setback requirements: The fence may be placed on the property line. It is the applicants responsibility to locate the property lines.

Site Landscaping: The black vinyl fence and foundation plantings will offer attractive screening for the outdoor display area which is the main focus on the front of the site. This area should draw attention away from the other chain-link fence proposed.

Summary: The combination of decorative fence and chain-link fence should work appropriately for this site in the use of screening and security.

Planning Commission Action:

The Planning Commission recommended approval of the Fluegel's Lawn and Garden Site Plan at their 2/14/00 Planning Commission meeting subject to the conditions listed below.

Recommended Action:

Site Plan

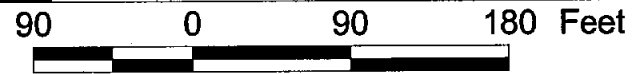
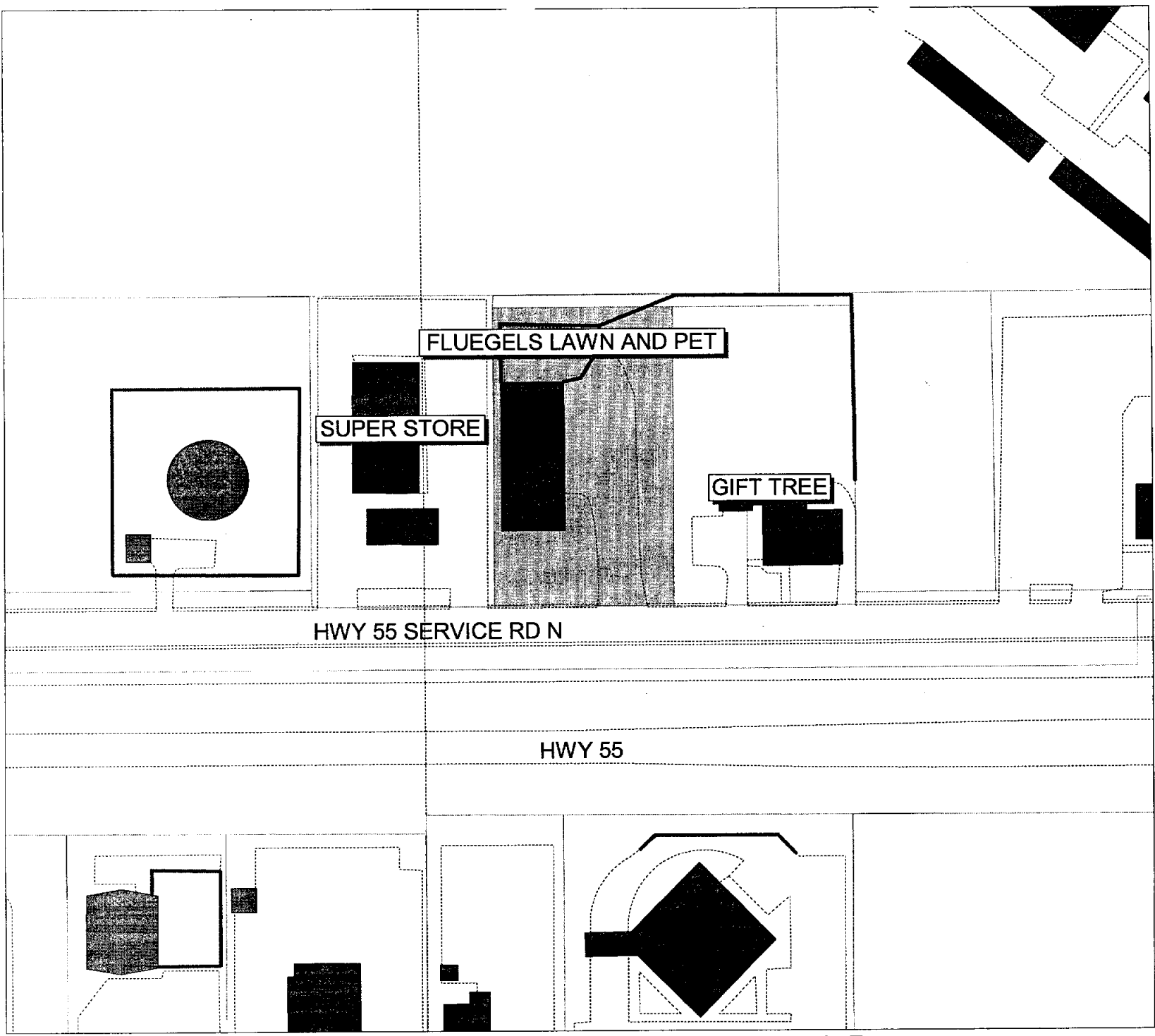
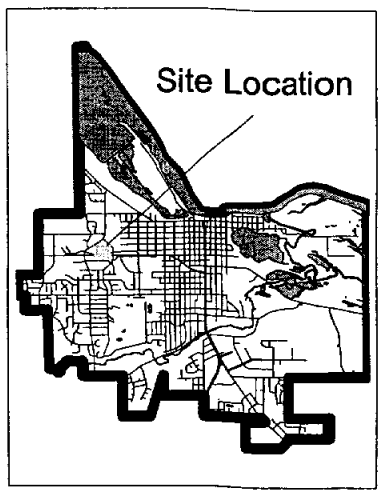
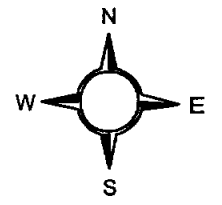
Motion to Recommend to the approval of the Fluegel's Lawn and Garden Site Plan subject to following:

- 1. That the proposed structure and accessory items including, but not limited to, the parking lot and landscaping shall be completed pursuant to the approved site plan. Upon request for occupancy of the building, all uncompleted items contained within the site plan shall be addressed pursuant to city code escrow requirements.**

Fluegel's Lawn and Garden
 1278 N Frontage Rd
 Site Plan (fence)



- Parcel.shp
- Struct.shp
- Road.shp
- 12-98centerline.shp
- Buildings.shp
- Parcel6-99b.shp



LAND USE APPLICATION

CITY OF HASTINGS

101 4th Street East, Hastings, MN 55033
Phone (651)437.4127 Fax (651)427.7082

Address of Property Involved: 1278 North Frontage RD

Legal Description of Property Involved: _____

Applicant:

Name Fluegel's Lawn Garden + Pet Supply
Address 1278 North Frontage RD
Phone 651-437-7484

Official Use Only	
Date Rec'd	_____
File No.	_____
Fee Paid	_____
Rec'd by	_____
Ordinance #	_____
Section	_____

Owner (If different from Applicant):

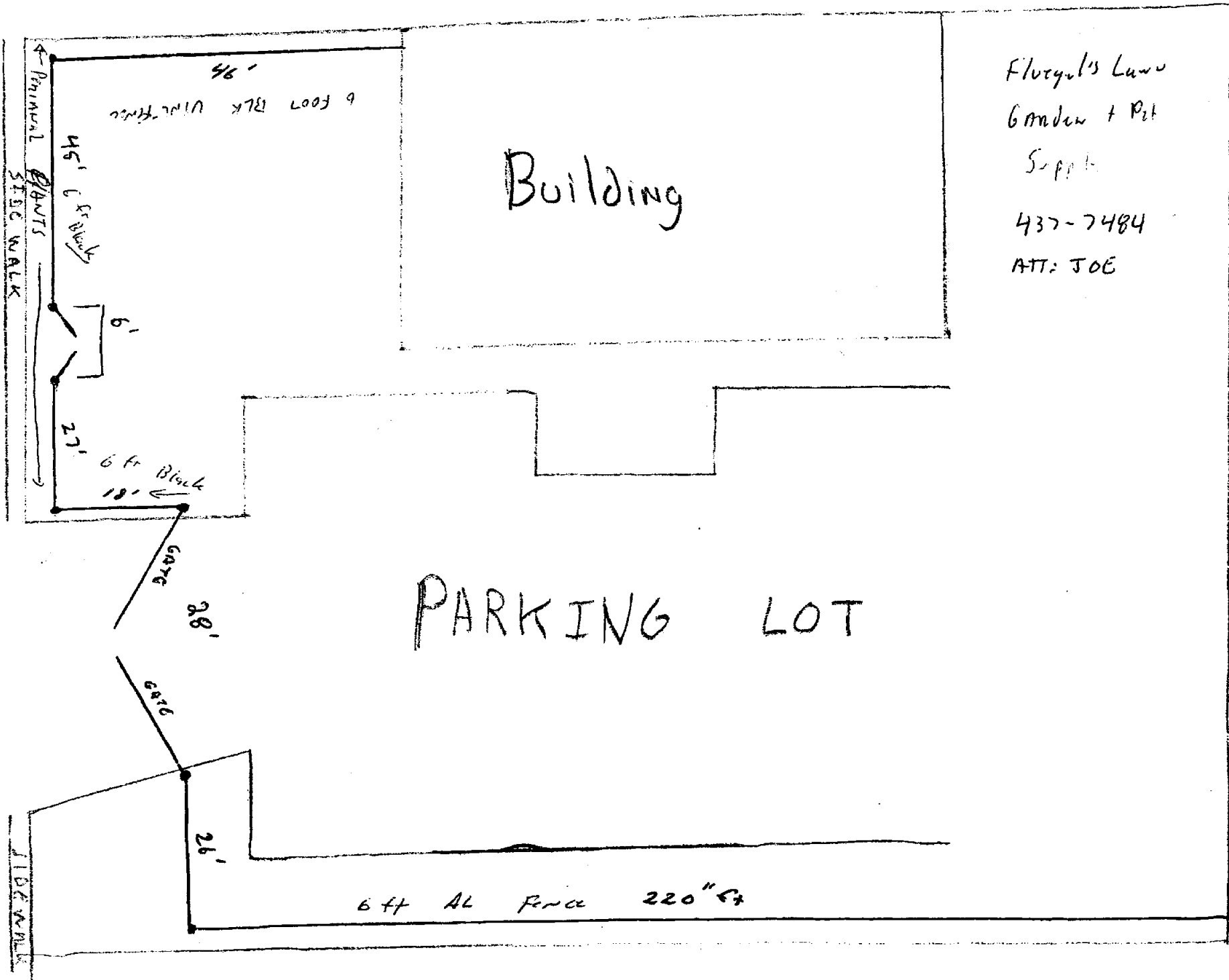
Name JOE MORTHAUSER
Address 15649 Creston Rd
Phone 651-322-2719

Request: FENCING
Rezone: _____
Comp Plan Amend: _____
Site Plan: _____
Variance: _____

Special Use: _____
Subdivision: _____
Vacation: _____
Other: _____

Description of Request (include site plan, survey, and/or plat if applicable):
See Attached Drawings

Joe Morthausen 2/1/99
Signature of Applicant Date
Joe Morthausen 2/1/99
Signature of Owner Date



Flury's Lawn
 Garden + Pest
 Supply
 437-7484
 ATT: JOE

Building

WALK WAY

GARDENS

Cement
products
for Resale

Greenhouse

WALK WAY

PARKING
LOT

POND

Flower
Beds

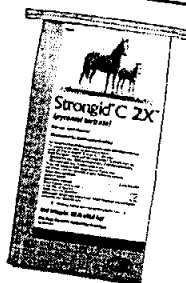
FLAG POLE

HEDGE LINE
3ft Tall

HEDGE LINE
3ft Tall

1.	
2.	Mini globe Honey suckle ^{35'}
3.	devent Korean Lilac
4.	
5.	Banwood 5'
6.	Spiraea
7.	Barkum
8.	Kelsey dwarf Dogwood
9.	Wegia - mini
10.	Compact American 3'
11.	Viburnum
12.	
13.	
14.	
15.	
16.	
17.	
18.	

Handwritten note: *Handwritten*



Strongid C 2X™

Equine Anthelmintic
Medicated for Continuous Feeding



Animal Health

Better health through prevention.

Memo

To: Mayor Werner and City Council
From: Matthew Weiland, City Planner
Subject: 2020 Comprehensive Plan
Date: February 16th, 2000

Attached with this memo is City of Hastings 2020 Comprehensive Plan. Please read through the information carefully. The City and City staff have been working hard on this document for over two years.

The Comprehensive Plan is the City's vision of the future and a guide to get it there. It is not only a land use plan, but also a policy guide from which City Staff and elected officials will base future decisions on. The Plan is based on preserving the high quality of life in Hastings. The Plan outlines future growth and policies that will work to preserve the small town values of Hastings and enhance the character of the City, while maintaining a high level of services to its citizens.

The Plan consists of many chapters which all work together to promote the City's Vision for the future. The main sections of the plan include the following:

1. **Land Use Plan and Future Growth Plan** - Identifies future land uses and development polices for future developments and growth. The City's zoning ordinance and map will be based on this plan.
2. **Housing Plan** - Identifies goals and polices for the City to provide a wide variety of housing for all income levels as well as maintaining existing housing.
3. **Heritage Preservation Plan** - Identifies goals and polices to protect and preserve Hastings numerous cultural, historical, and archeological features.
4. **Critical Areas Plan** - Identifies goals and policies to protect and enhance the Mississippi Critical Areas within the City.
5. **Parks and Recreation Plan** - Identifies goals and policies for future trail and park development and the maintenance of existing parks and trails.

6. **Transportation Plan** - Identifies goals and polices for future transportation systems in response to new landuses and growth. Also plans for the maintenance and updating of existing systems.
7. **Sewer Plan** - Provides detailed utility plan for future work necessary to provide a high level of service within the City and in future growth areas.
8. **Watershed/Stormwater Management Plan** - Provides a detailed utility plan for the storage and treatment of future stormwater runoff.
9. **Water Plan** - Provides a detailed utility plan for the updating and expansion of the City's water supply system for future landuses and growth.

Public Comments:

Harold Featherstone submitted numerous comments which are attached.

Pastor Pat Handelson offered the following comments on housing: Mr. Handlson stated that Hastings' percentage of affordable housing is decreasing due to the large number of single family homes being constructed compared to the lack of apartments built. Mr. Handlson indicated that he has spoken with teachers, hospital employees, and some of the new full-time Target employees who have expressed a difficulty in finding a place to live in Hastings.

Commissioner Stotko asked Mr. Handlson for some ideas/recommendations regarding bringing apartments/affordable housing to Hastings.

Mr. Handlson stated that other communities have entered into public/private partnerships, such as Woodbury and Farmington. He said that the City should push the State to change the tax structure for multi-family housing.

Commissioner Strauss pointed out in the Housing Plan the vacancy rate for apartments in Hastings during 1999 was virtually zero.

Planner Weiland responded that the City has been working closely with the Dakota County HRA on housing issues. Planner Weiland also pointed out the need for land zoned appropriately for apartments which the Hastings 2020 Comprehensive Plan is accounting for. Planner Weiland also pointed out the high density housing sites behind the Target site that would be close to jobs, schools, and shopping.

Planning Commission comments: The Planning Commission was very happy with the Hastings 2020 Comprehensive Plan with a few comments. The Planning Commission would like to see some changes to the transportation plan in regards to the future HWY 61 Mississippi River Bridge and future transit. The Commission felt the traffic and congestion problem on HWY 61 needed to be dealt with on a larger level than just replacing the bridge. The Commission was opposed to the language in the transportation plan that already concludes that a four lane bridge is required. The Commission also wanted to see stronger language in the transportation plan supporting future commuter rail in Hastings.

Summary

The summary's of the plan chapters are very brief. Every chapter is very detailed in its goals policies and strategies . They are full of valued information and have been developed with close cooperation between City staff members , City Elected and Appointed Officials, Citizens, and the City's consultants. The City's consultants were experts in their respective fields and provided the City with excellent plans based on Hastings unique qualities. This plan can be a very powerful tool. City staff and City officials must strive to learn the plan and push for it's implementation. It is a very long and hard process just to complete and Comprehensive Plan, but the work does not stop there. The plan provides a lot of direction in writing new ordinances and policies in order to fulfill the vision of the plan. City Staff and City Officials must refer to the plan in their future decision making. Finally, the plan is not written in stone. The plan must be evaluated and compared to present reality and trends to determine if it goals and policies are still relevant.

Recommended Action:

Motion to recommend the approval of a resolution approving the Hastings 2020 Comprehensive Plan.

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
APPROVING A COMPREHENSIVE PLAN AMENDMENT TO ADOPT
THE HASTINGS 2020 COMPREHENSIVE PLAN
FEBRUARY 2000**

Council member _____ introduced the following Resolution
and moved its adoption:

Resolution No. _____ adopting an amended Hastings Comprehensive Plan, providing for
the annual review thereof, and providing for the physical development of the City Therewith.

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

WHEREAS, the Hastings Planning Commission after careful study and after public
hearing has recommended to this Council a comprehensive plan amendment for the City of
Hastings; and

WHEREAS, the Hastings City Council has carefully considered the comprehensive plan
amendment and find that said plan constitutes a suitable, logical, and timely plan for the future
development of the City of Hastings over the ensuing period year 2000 - 2020.

NOW, THEREFORE, Be it resolved, that the document consisting of text, maps, and
charts entitled "Hastings 2020 Comprehensive Plan" and dated February 2000, is hereby adopted
as the Comprehensive Plan of the City of Hastings in accordance with Chapter 2, Section 2.10,
Subdivisions 6-8 of the Hastings City Code.

BE IT FURTHER RESOLVED, that the Comprehensive Plan shall at all times be current with
the needs of the City of Hastings, and shall represent the collective wisdom of the Council,

Planning Commission, and boards, commissions, and departments of the City in the light of changing conditions, the Planning Commission should annually review the Comprehensive Plan and recommend the to the Council changes, or additions to the Plan which the Commission considers necessary. Should the Commission find that no changes are necessary, this finding shall be reported to the Council.

BE IT FURTHER RESOLVED, that all matters affecting the physical development of the City should be reviewed for conformity to the Comprehensive Plan. City Staff shall consult with appointed commissions and committees as may be appropriate and shall advise City Council as to consistency with the Comprehensive Plan prior to Council actions on physical development matters.

Council member _____ moved a second to this resolution and upon being put to a vote it was unanimously adopted by all Council Members present.

Ayes:

Nays:

Absent:

ATTEST:

Michael D. Werner, Mayor

Melanie Mesko

Administrative Assistant/City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 22nd of February, 2000, as disclosed by the records of the City of Hastings on file and of record in the office.

Melanie Mesko
Administrative Assistant/City Clerk

(SEAL)

This instrument drafted by:
City of Hastings
101 4th ST.
Hastings, MN 55033

Harold Featherstone's Comments - Land Useage - Feb. 14. 2000

Ref - 10 December 1999 Draft

Please note: All information in italics was added by myself as clarification to the notes. These clarifications came from Mr. Featherstone at the Feb. 14, 2000 Planning Commission Public Hearing. The page numbers in the comments refer to the Dec. 10, 1999 draft. Page numbers in italics are updated to refer the comments to their current location in the draft. - Kris Jenson, Associate Planner

1. Numeric Index (contents) to enable reader to sort through the pages.
2. I would add a summary of the salient factors to head the "Land Use Plan" (p 60, 65)
3. Positive, active vs. possible non-active, ie shall vs will or encourage.
4. The yearly review is great - but what criteria should be used for evaluation. I would suggest a mile-stone charting. Set the time table for self evaluation. Example, grey zone planning (comments later) for the entire "Land Use", modifying zoning.

Big Questions:

5. Does it make sense to expand to expected/predicted population? Natural limits, green belt?
6. Where is the Green Belt? I believe a limit must be established so both urban and rural have a base line.
7. Is the Community best served by a limit and infill from the perimeter to the core (*the core being St. Paul/Minneapolis*)
8. Where will the Major N-S road(s) go? If I'm correct the 1950 Plan used Jacob Ave as a starting point for the Southerly Direction. This older proposal has advantages. (*Use Jacob Ave. as a bypass to Red Wing*)
9. P. 23, 25 I would propose looking at the Tax Per/Density - type of Housing.
10. P. 33, 35 Land Demand, "Important", Why? "Artificial Escalation" vs Density
11. P. 36, 38 Rural Land Uses - Later Reference is made to 1/Res unit per 10 acres - Clustered Units are more desirable. Common septics and water. Actively support township/County PDR's (Purchase Development Rights) to enable clustering.

12. P. 39, 41 Economic Dev. Issues - TIFs (p.40, 42) must be critically examined to assure a community need is met.
 13. P. 49, 53 Non-traditional (*design*) shall be designated on the Master Grey Zone.
 14. P. 52, 56 “Well paying jobs” Set a minimum Living Wage and index to CPI.
- P. 54, 61
15. Item 3 (Strategy 3) Add trade off studies shall be done to compare urbanism vs current practice.
 16. Item 5 (Strategy 5) Add sight and sound barriers shall be a basic design criteria.
 17. Item 4 (Strategy 4) Add design to preserve shall be a basic design criteria.
 18. P.55, 58 Item 7 (Strategy 5) Terracing? (*With regards to slopes and development*)
 19. P. 56, 62 Land Use Traffic - General
 Street widths - 6' x 1320' (1/4 mile) = 7920 sq. ft. of buildable land! Plus traffic flow controlled naturally, less maintenance, less runoff - I look at the church (*St. Elizabeth Ann Seton*) development and wonder why? (*Are the roads so wide?*)
 Ref: “Governing”, Cold study, fewer accidents on narrower streets.
 20. P. 57, 52 Item 9 (Strategy 3) Add use expertise of Dakota County, farm oriented organizations
 21. Additional - Require gutters to absorption area. Consider drywells and porous driveway surfaces - again, less ponding, more buildable areas, less run-off.
 22. P. 58, 64 Item 4 Add the clear intent shall be to match construction to contours, vegetation, and trees.
 23. P. 58, 64 Item 6 Add the City shall develop a ghost plat for the remaining larger parcels (and interfaces) to enable a comprehensive usage of this land.
 24. P. 59, 64 Item 13 Add the city shall have an annual meeting with the Townships to discuss land usage (and other areas as deemed applicable)
 25. Other Tree Ordinance - incorporate where applicable.

H. Featherstone 437-7915

MEMORANDUM

TO: Honorable Mayor and City Councilmembers
FROM: Dave Osberg, City Administrator
DATE: February 17, 2000
SUBJECT: Wellness Program

RECOMMENDED CITY COUNCIL ACTION

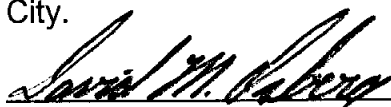
Staff recommends that the City Council take action authorizing a corporate membership in the Regina Medical Center Wellness Center, to include the utilization of payroll deduction for the monthly membership fee. In addition, the City Council is asked to approve a one time payment of the \$80.00 per person initiation fee, for a period starting April 1, 2000 through June 1, 2000.

BACKGROUND

The City employee Safety Committee has been researching during the last several meetings, the opportunities available for City employees to join the Regina Medical Center Wellness Center. This research included a tour on January 25, 2000. The Wellness Center offers a special corporate membership of \$28.00 per month, compared to \$43.00 per month for the regular membership. The \$80.00 initiation fee is the same for both types of memberships, which pays for the initial personal assessment, blood testing and workout routine/schedule. A copy of the brochure from the Wellness Center is enclosed for the City Council.

The monthly fee would be paid by the employees through payroll deductions, in which the City would make monthly payments in a lump sum manner for those employees enrolled in the program. A system would be established which would minimize the opportunities for enrolling and/or quitting the program, thus reducing the impact on the payroll deduction administration. The City would pay the \$80.00 initiation fee, as a small incentive to have the employee enrolled. This is similar to that which was approved by the City Council in 1996, as the initiation fee was paid by the City at that time, but the corporate membership was not available at that time to the City employees.

The corporate membership would be available to any City employee (including part time, volunteer Fire Department members and the City Council) but is not available to spouses or other family members. New employees would be allowed to participate only after having successfully completed their probationary period, with a one-month "window" to enroll and have the initiation fee paid by the City.



David M. Osberg
City Administrator

Hours and Location

Open 5 a.m. to 10 p.m. Monday - Friday.

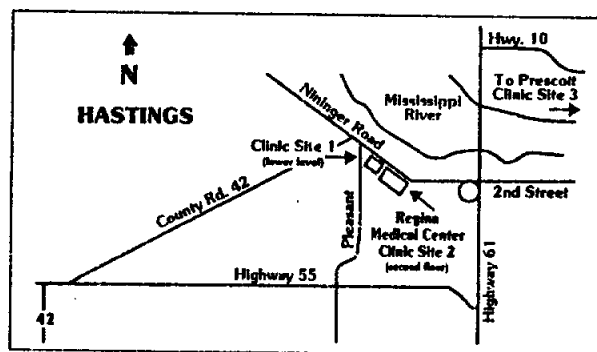
6 a.m. to 10 p.m. Saturday - Sunday.

The *Healthy For Life*TM Wellness Center is located on the lower level of Regina Medical Center. Entrance and parking are available from the First Street entrance to the medical campus.

Contact

For more information or pricing, call:

- ❖ Peg Siebenaler, 480-4389
*Healthy For Life*TM Coordinator
- ❖ Maureen Martin, 480-4162
Business Coordinator
- ❖ Amy Corum, 480-4369
Registered Dietitian
- ❖ Dave Blackie, 480-4167
Director, Rehabilitation Services



Healthy For Life!

*A Wellness Center
for people of all ages.*

Achieve a healthy lifestyle
regardless of your past health
habits or current
physical condition.

At Regina Medical Center
we believe in being ...

Healthy For Life!

Regina
MEDICAL CENTER
Caring for Life

1175 Nininger Road * Hastings, MN 55033

651-480-4162

Website: www.reginamedical.com



Healthy For Life™ is a comprehensive wellness program for people of all ages and can help you achieve a healthy lifestyle. Regardless of your past health habits or current physical condition, *Healthy For Life™* helps you to improve your overall health.

Safe, Supportive Environment

We offer a safe, supportive environment with highly qualified registered dietitians, rehabilitation professionals and certified exercise specialists. They will assess your current abilities and work with you to establish goals and develop an individualized program to help you successfully achieve your goals.

Let's Get Started

As part of our commitment to improving your health, we begin your program with a comprehensive assessment of your present level of health. Special attention is given to any medical problems you may have when developing an individualized exercise program. Your personal wellness profile outlines where you are at with stress, nutrition, coronary risk, fitness, body composition, personal safety, health risks, and longevity. Your blood cholesterol is measured and a body fat analysis is conducted. A copy of your report can be directed to your physician for final medical clearance, if necessary.

Wellness Services

Our medically based fitness center is located within Regina Medical Center and offers a wide range of equipment, an indoor walking track, aerobics, weight training, and isokinetics. We provide towels, and comfortable changing facilities with showers and lockers.

Along with your initial health assessment and our complete facility, our prices include ongoing monitoring and support (health assessments are conducted every three months), guidance with physical exercise, aquatic exercise, step aerobics, jogging and biking groups. Health promotion courses that address a variety of nutrition and exercise issues are offered on a regular basis and are free to *Healthy For Life™* members.

Specific Programs

For members and nonmembers, we also offer specific programs, for an additional fee, to help you overcome obstacles that may stand between you and your wellness goal:

- ❖ **Weight management:** This program is facilitated by a Registered Dietitian and incorporates nutrition education, physical activity, behavior modification and group support. The sessions include class materials, wellness profile, and use of exercise equipment in the *Healthy For Life™* Center.

- ❖ **Cholesterol management:** This program provides you with everything you want to know about cholesterol, saturated fat, sodium foods and their effect on your health. Information about general meal planning, menus with recipes, low fat products, label reading, dining out, grocery shopping, and snacking is provided by a Registered Dietitian. Cost includes materials, body fat analysis and two weeks of menus.
- ❖ **Cardiac Rehab - Phase III:** Cardiac rehabilitation patients can conduct Phase III of their rehabilitation program at *Healthy For Life™*.
- ❖ **Diet analysis:** This program involves tracking food intake over a three-day period. A Registered Dietitian provides suggestions and consultation for improving your nutritional habits.
- ❖ **Massage therapy:** Private, relaxing sessions provided by our professionally trained massage therapists relieve tension and stress.
- ❖ **Corporate wellness:** Consultation is available to employers who want to enhance their workplace by implementing a more healthy, productive environment

MEMORANDUM

TO: Mayor Werner and City Councilmembers
FROM: Melanie Mesko, Administrative Assistant/City Clerk
DATE: February 16, 2000
RE: Tobacco License Public Hearing & First Reading

Council Action Requested:

Council called for a public hearing on Tuesday, February 22, 2000 to discuss amending the tobacco ordinance. This has been an ongoing process, and staff feels that the draft presented is appropriate for adoption following a second reading at the March 6, 2000 Council meeting.

All tobacco license holders have been notified of the public hearing and sent a copy of the proposed ordinance. I have received only one comment in regards to the proposed changes.

Once the ordinance is approved by the Council, we will immediately send out renewal information to the appropriate businesses.

Should you have any questions, please do not hesitate to contact me.

TOBACCO ORDINANCE

ORDINANCE NO. _____ - SECOND SERIES

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HASTINGS
AMENDING CITY CODE CHAPTER 5, SECTION 5.34 "TOBACCO," RELATING TO
THE SALE, POSSESSION, AND USE OF TOBACCO, TOBACCO PRODUCTS, AND TOBACCO
RELATED DEVICES IN THE CITY AND TO REDUCE THE ILLEGAL POSSESSION AND USE
OF SUCH ITEMS TO AND BY MINORS**

Be it ordained by the City Council of the City of Hastings as follows:

Hastings City Code, Section 5.34, is hereby deleted in its entirety and is replaced with the following:

SECTION 5.34. TOBACCO.

Subd. 1. Purpose.

To further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minnesota Statutes §144.391, this ordinance regulates the sale, possession, and use of tobacco, tobacco products, and tobacco related devices for the purpose of enforcing and furthering existing laws.

Subd. 2. Definitions and Interpretations.

Except as otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and the neuter, and vice-versa. The term "shall" means mandatory and the terms "may" means permissive. The following terms shall have the definitions given to them:

- A. Tobacco or Tobacco Products. "Tobacco" or "Tobacco Products" shall mean any substance or item containing tobacco leaf, including but not limited to, cigarettes; cigars; pipe tobacco; snuff; fine cut or other chewing tobacco; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready-rubbed, and other smoking tobacco; snuff flowers; cavendish; shorts; plug and twist tobaccos; dipping tobaccos; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco leaf prepared in such manner as to be suitable for chewing, sniffing, or smoking.
- B. Tobacco Related Device. "Tobacco Related Device" shall mean any tobacco product as well as pipe, rolling papers, or other device intentionally designed or intended to be used in a manner which enable the chewing, sniffing, or smoking of tobacco or tobacco products.
- C. Self-Service Merchandising. "Self-Service Merchandising" shall mean open displays of tobacco, tobacco products, or tobacco related devices in any manner where any person shall have access to the tobacco, tobacco products, or tobacco related devices, without the assistance or intervention of the licensee or the licensee's employees. The assistance or intervention shall involve the actual physical exchange of the tobacco, tobacco products, or tobacco related device between the customer and the licensee or employee. Self-service merchandising shall not include vending machines, nor any case or storage unit secured and inaccessible to the general public.
- D. Vending Machine. "Vending Machine" shall mean any mechanical, electrical or electronic, or other type of device which dispenses tobacco, tobacco products, or tobacco related devices upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco products or tobacco related device and includes vending machines equipped manual, electric or electronic locking devices.
- E. Individually Packaged. "Individually packaged" shall mean the practice of selling any tobacco or tobacco product wrapped individually for sale. Individually wrapped tobacco and tobacco products shall include, but not be limited to, single cigarette packs, single bags or cans of loose tobacco in any

form, and single cans or others packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this subdivision shall not be considered individually packaged.

- F. Loosies. "Loosies" shall mean the common term used to refer to a single or individually packaged cigarette.
- G. Minor. "Minor" shall mean any natural person who has not yet reached the age of eighteen (18) years.
- H. Retail Establishment. "Retail Establishment" shall mean any place of business where tobacco, tobacco products, or tobacco related devices are available for sale to the general public. Retail establishments shall include, but to be limited to, grocery stores, convenience stores, and restaurants.
- I. Movable Place of Business. "Movable Place of Business" shall refer to any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address, store front or other type of structure authorized for sales transactions.
- J. Sale. "Sale" shall mean any transfer of goods for money, trade, barter, or other consideration.
- K. Compliance Checks. "Compliance Checks" shall mean the system the City uses to investigate and ensure that those authorized to sell tobacco, tobacco products, and tobacco related devices are following and complying with the requirements of this ordinance. Compliance checks may involve the use of minors as authorized by this ordinance. Compliance checks shall also mean the use of minors who attempt to purchase tobacco, tobacco products, or tobacco related devices for education, research and training purposes as authorized by state and federal laws.

Subd. 3. License.

No person shall sell or offer to sell any tobacco, tobacco products, or tobacco related device without first having obtained a license to do so from the City of Hastings.

- A. Application. An application for a license to sell tobacco, tobacco products, or tobacco related devices shall be made on a form provided by the City. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, a copy of the educational materials the applicant intends to use to educate employees and any additional information the City deems necessary. Upon receipt of completed application, the City Clerk shall forward the application to the Council for action at a City Council meeting. If the clerk determines an application is incomplete, the clerk shall return the application to the applicant with notice of the information necessary to make the application complete.
- B. Action. A background check on the applicant is required before an application will be forwarded to the Council. The Clerk shall forward the application to the Police Department within a reasonable period of time. The application and investigation results will be forwarded to the Council for action. If the Council approves the license, the Clerk shall issue the license to the applicant. If the Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the Council's decision.
- C. Term. All tobacco licenses shall expire on December 31 of each year, regardless of when the license was originally issued. Thereafter, all licenses eligible for renewal, will be renewed for one year. All tobacco licensees, despite when the license is issued, will be subject to an annual compliance check.
- D. Revocation or Suspension. Any license issued under this ordinance may be revoked or suspended as provided in the Violations and Penalties section of this ordinance.
- E. Transfers. All licenses issued under this ordinance shall be issued only for the premises which the license was issued and only for the person to whom the license was issued. No transfer of any license to another person or location shall be valid without the prior approval of the City Council.

- F. Movable Place of Business. No license shall be issued to a movable place of business. Only fixed-location business shall be eligible to be licensed under this ordinance.
- G. Display. All licenses shall be posted and displayed in plain view of the general public on the licensed premise.
- H. Renewals. The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty days but no more than sixty days before the expiration of the current license. The issuance of a license under this ordinance shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

Subd. 4. Fees.

No license shall be issued under this ordinance until the appropriate fee shall be paid in full. The fee for a license under this ordinance shall be set by Resolution by the City Council.

Subd. 5. Basis for Denial of a License.

The following shall be grounds for denying issuance or a renewal of a license under this ordinance. Except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the City must deny the issuance or renewal of the license. If a license is mistakenly issued or renewed to a person, it shall be revoked upon discovery the person was ineligible for the license under this Section:

- A. The applicant is under the age of 18 years.
- B. The applicant has been convicted within the past five years of any violation of a Federal, State, or other law, ordinance provision or other regulation relating to tobacco or tobacco products, or tobacco related devices.
- C. The applicant had a license to sell tobacco, tobacco products, or tobacco related devices revoked within the preceding twelve months of the date of application.
- D. The applicant fails to provide information required in the application, or provides false or misleading information.
- E. The applicant is prohibited by Federal, State, or other local law, ordinance or other regulation, from holding such a license.
- F. The applicant or license holder has outstanding fines, penalties or property taxes owed to the City.

Subd. 6. Prohibited Sales.

It shall be a violation of this ordinance for any person to sell, offer for sale, give away, furnish or otherwise deliver any tobacco, tobacco products, or tobacco related devices:

- A. To any person under the age of eighteen (18) years.
- B. By means of any type of vending machine, except as may otherwise be provided in this ordinance.
- C. By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed premise in order to receive the tobacco, tobacco product, or tobacco related device and whereby there is not a physical exchange of the tobacco, tobacco product, or tobacco related device between the licensee or the licensee's employee, and the customer. All tobacco-related products shall be stored behind a counter.
- D. By means of loosies as defined in Subd. 2F of this ordinance.

- E. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.
- F. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision or other regulation.

Subd. 7. Vending Machines.

It shall be unlawful for any person licensed under this ordinance to allow the sale of tobacco, tobacco products, or tobacco related devices by the means of a vending machine unless minors are at all times prohibited from entering the licensed establishment.

Subd. 8. Self-Service Sales.

It shall be unlawful for a licensee under this ordinance to allow the sale of tobacco, tobacco products, or tobacco related devices by any means whereby the customer may have access to such items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the tobacco, tobacco products, or tobacco related device between the licensee or his or her clerk and the customer. All tobacco, tobacco products, and tobacco related devices shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. Any retailer selling, tobacco, tobacco products, or tobacco related devices at the time this ordinance is adopted shall comply with this section within 60 days following the effective date of this ordinance.

Subd. 9. Responsibility.

All licensees under this ordinance shall be responsible for their employees in regard to the sale of tobacco, tobacco products, or tobacco related devices on the licensed premise, and the sale of such an item by an employee shall be considered a sale by the licensed holder. Nothing in this section shall be construed as prohibiting the City from also subjecting the clerk to whatever penalties are appropriate under this ordinance, State or Federal law, or other applicable law or regulation.

Subd. 10. Compliance Checks and Inspections.

All licensed premises shall be open to inspection to the City police or other authorized City official during regular business hours. From time to time, but at least once per year, the City shall conduct unannounced compliance checks to ensure compliance with the provisions of this Ordinance. Such compliance checks shall utilize, with the written consent of their parents or guardians, minors over the age of 15 years but less than 18 years, to enter the licensed premise to attempt to purchase tobacco, tobacco products or tobacco-related devices. Minors used for the purpose of compliance checks shall be approved and supervised by City designated law enforcement officers or other designed City personnel. Minors used for compliance checks shall not be guilty of the unlawful purchase or attempt to purchase tobacco, unlawful possession of tobacco, tobacco products, or tobacco-related devices when such items are obtained as a part of the compliance check. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if it exists, for which he or she is asked. Nothing in this Section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

Subd. 11. Illegal Acts.

Unless otherwise provided, the following acts shall be a violation of this ordinance.

- A. **Illegal Sales.** It shall be a violation of this ordinance for any person to sell or otherwise provide any tobacco, tobacco products, or tobacco related devices to any minor.
- B. **Illegal Possession.** It shall be a violation of this ordinance for any minor to have in his or her possession any tobacco, tobacco products, or tobacco related device. This subdivision shall not apply to minors lawfully involved in a compliance check.

- C. **Illegal Use.** It shall be a violation of this ordinance for any minor to smoke, chew, sniff, or otherwise use any tobacco, tobacco product, or tobacco related device and it shall be a violation of this Ordinance for any person to purchase or otherwise obtain such items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco product or tobacco-related device. This subdivision shall not apply to minors lawfully involved in a compliance check.
- D. **Illegal Procurement.** It shall be a violation of this ordinance for any minor to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco product, or tobacco related device, and it shall be a violation of this ordinance for any person to purchase or otherwise obtain such items on behalf of a minor. It shall further be a violation to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco product, or tobacco related device. This subdivision shall not apply to minors lawfully involved in a compliance check.
- E. **Use of False Identification.** It shall be a violation of this ordinance for any minor to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Subd. 12. Civil Enforcement.

The license holder shall be responsible for the conduct of its agents or employees while they are on the licensed premises. Any violation of this Ordinance shall be considered an act of the license holder for purposes of imposing a civil penalty, license suspension or revocation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

Subd. 13. Hearings and Appeals.

- A. **Notice.** Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of his or her right to be heard on the accusation.
- B. **General.** Following receipt of a Notice of Denial issued under Subd. 3 or Notice of Violation and Penalty issued under this subdivision, or a Notice of Revocation, an applicant or license holder may request a hearing before the City Council. A request for a hearing shall be made by the applicant or license holder in writing and filed with the City Clerk within 10 days of the mailing of the Notice of Denial or alleged violation. Following receipt of a written request for hearing, the applicant or license holder shall be afforded an opportunity for a hearing before the City Council.
- C. **Findings.** If after the hearing, the applicant is found ineligible for a license or is found to have violated this Ordinance, the City Council may affirm the denial, impose a fine, issue a suspension or revocation, or impose any combination thereof. The decision shall be in writing and shall set forth the reasons for the findings of the City Council. Copies shall be provided to the applicant or license holder. Likewise, if the City Council finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the applicant or license holder.
- D. **Decision.** If the City Council determines that a violation of this Ordinance did occur, that decision, along with the City Council's reasons for finding a violation and the penalty to be imposed under Subd. 14 of this Ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.
- E. **Default.** If the applicant or license holder has been provided written notice of the denial or violation and if no request for a hearing is filed within the 10 day period, then the denial, penalty, suspension or revocation imposed pursuant to this section shall take effect immediately by default. The City Clerk shall mail the Notice of the denial, fine, suspension or revocation to the applicant or license holder.

- F. Hearings. If a person accused of violating this section so requests, a hearing shall be scheduled, the time and place of which shall be provided to the accused violator.
- G. Hearing Officer. Such hearing shall be held before the City Council and shall be open to the public.
- H. Appeals. Any appeal of the decision of the City Council must be filed with the District Court within 10 days of the mailing of the City Council's decision.
- I. Misdemeanor Prosecution. Nothing in this section shall prohibit the City from seeking prosecution as a misdemeanor for any alleged violation of this ordinance. If the City elects to seek misdemeanor prosecution, no administrative monetary penalty shall be imposed. If the City elects to seek misdemeanor prosecution, the City is not precluded from suspending or revoking the license of a licensee as provided by Subd. 14.
- J. Continued Violation. Each violation, and every day in a violation occurs or continues, shall constitute a separate offense.

Subd. 14. Penalties.

- A. Licensees. If any licensee, or an employee of a licensee, is found to have violated this section or a Minnesota statute in conformity therewith, the licensee shall be assessed an administrative penalty of \$75 and the violating employee will be required to successfully complete a tobacco education program.

Licensees with a second offense within a 24 month period, shall be assessed an administrative penalty of \$200.

Licensees with a third violation within a 24 month period shall be assessed an administrative penalty of \$250. Licensees with three or more violations within a 24 month period shall have their tobacco license suspended for not less than seven days.

- B. Clerks and Other Individuals. Clerks and other individuals, other than minors regulated by subdivision three of this subsection, found to be in violation of this ordinance, shall be charged an administrative penalty of \$50 for each violation.
- C. Misdemeanor. Nothing in this section shall prohibit the City from seeking prosecution as a misdemeanor for any violation of this ordinance, or from enforcing any other applicable state or federal law or regulation in addition to or instead of any civil enforcement remedy that may be available under this Ordinance.

Subd. 15. Exceptions and Defenses.

Nothing in this ordinance shall prevent the providing of tobacco, tobacco products, or tobacco related devices as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this ordinance for a person to have reasonably relied on proof of age as described by State law.

Subd. 16. Severability and Saving Cause.

If any provision of this section shall be found unconstitutional or otherwise invalid or enforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or affect the validity and enforceability of any other provision of this section.

VIOLATION A MISDEMEANOR. Every person violates a Section, Subdivision, Paragraph of this Ordinance when they perform an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as a misdemeanor, except as otherwise stated in specific provision hereof.

This Ordinance shall become effective upon passage and seven days after publication.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2000.

Michael D. Werner, Mayor

ATTEST:


Melanie Mesko, Administrative Assistant/City Clerk

(SEAL)

MEMO

Date: February 15, 2000

To: Mayor and City Councilmembers

From: 
Marty McNamara

Subject: Park Development Roadside & Wallin Parks

The Natural Resource & Recreation Commission scheduled three neighborhood park planning meetings with residents of Roadside Park and Wallin Park. The proposed plans are improvements that both neighborhoods are recommending. These plans have been developed by Bruce Chamberlain, the City's Park Consultant.

Roadside Park - Phase I development will be the replacement of the existing playground equipment. The estimated cost is \$80,000. The NRRC has budgeted some monies for Roadside Park in their 2000 budget, the remaining money will be paid by existing park dedication funds. Trail improvements in the park will be funded as part of the proposed eleventh street improvement project.

Further park development will depend on future budget priorities.

Wallin Park - The priority for development will be to grade and seed the park. Landscaping and planting of trees will also be part of Phase I development. The estimated expenses for Phase I will be \$85,000. This will be paid for with park dedication funds from Wallin & Sunset West developments.

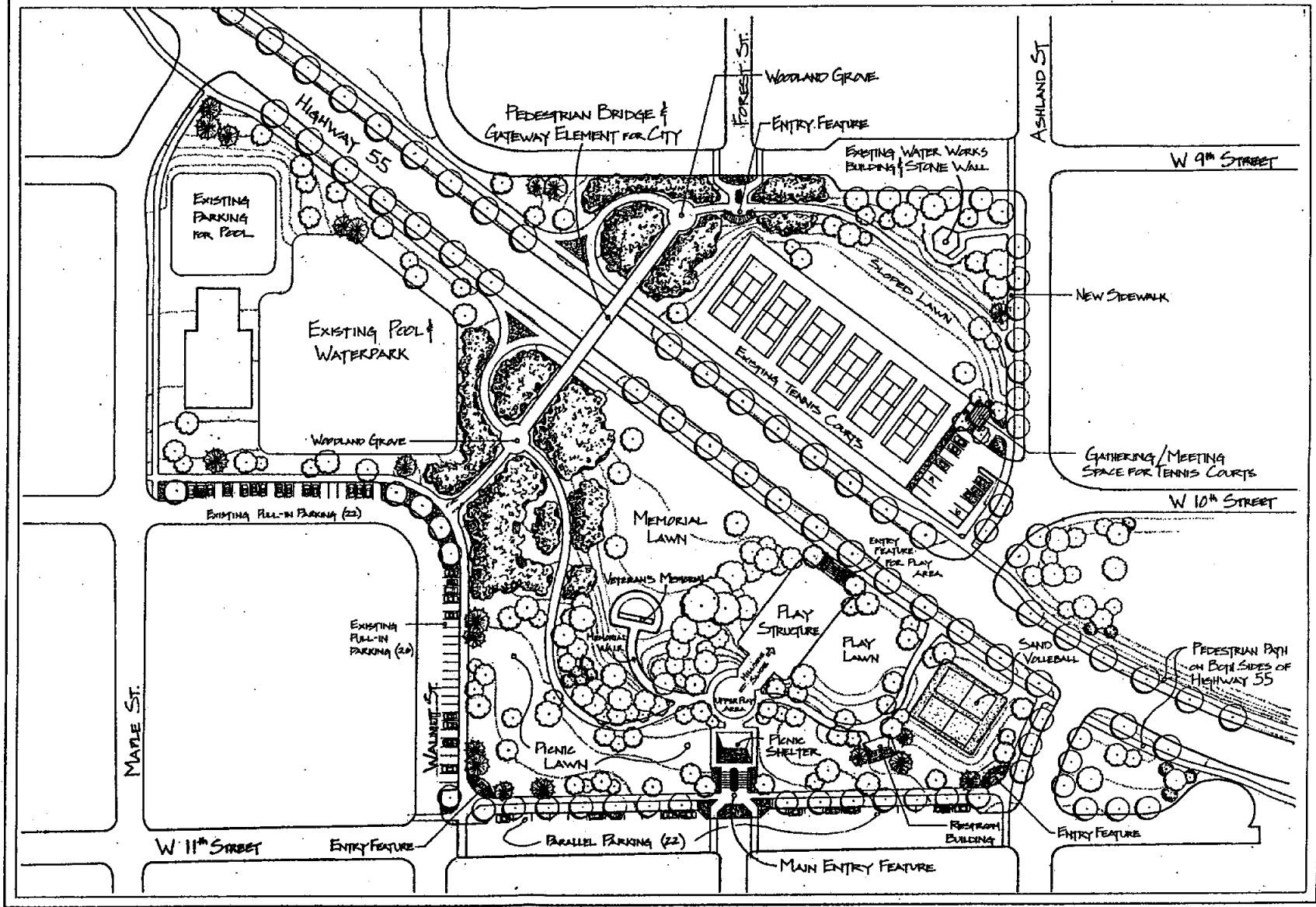
Further park development will depend on future budget priorities.

COUNCIL ACTION:

Approve the proposed park development plans for Roadside & Wallin Parks.

Roadside Park						
City of Hastings						
Preliminary Estimate of Probable Construction Costs - February 7, 2000						
Prepared by Hoisington Koegler Group Inc.						
Description	Qty.	Unit	Unit Price	Totals	Phase 1	
Site Preparation						
Erosion Control	1	LS	\$3,000.00	\$3,000.00		
Parking Lot Removal	1	LS	\$2,000.00	\$2,000.00		
Play Structure Removal	1	LS	\$1,500.00	\$1,500.00		
Site Grading	1	LS	\$15,000.00	\$15,000.00		
Utility Extension (sanitary, water, elec.)	1	LS	\$8,000.00	\$8,000.00		
Seeding	5	ACRE	\$1,000.00	\$4,600.00		
<i>Subtotal</i>				\$34,100.00		\$0.00
Site Improvements						
Play Structure w/Edging and Surfacing	1	LS	\$80,000.00	\$80,000.00		
Play Structure Stairway	1	LS	\$8,000.00	\$8,000.00		
Sand Volleyball	1	LS	\$2,500.00	\$2,500.00		
8' Asphalt Trails	2,000	LF	\$14.00	\$28,000.00		
Concrete Walks	3,200	SF	\$4.50	\$14,400.00		
Memorial Walk	800	SF	\$8.00	\$6,400.00		
Tennis Court Resurfacing	1	LS	\$20,000.00	\$20,000.00		
Tennis Court Plaza	1	LS	\$12,000.00	\$12,000.00		
Entry Feature @ 11th & Forest	1	LS	\$15,000.00	\$15,000.00		
Entry Feature @ 11th & Walnut	1	LS	\$4,000.00	\$4,000.00		
Entry Feature @ 11th & Ashland	1	LS	\$4,000.00	\$4,000.00		
Entry Feature @ 9th & Forest	1	LS	\$10,000.00	\$10,000.00		
General Site Lighting	1	LS	\$8,000.00	\$8,000.00		
Picnic Tables & Grills	1	LS	\$6,000.00	\$6,000.00		
Benches	1	LS	\$5,000.00	\$5,000.00		
Park Sign	1	LS	\$6,000.00	\$6,000.00		
Reinstallation of 10 Commandment Plaque	1	LS	\$8,000.00	\$8,000.00		
Landscaping	1	LS	\$20,000.00	\$20,000.00		
<i>Subtotal</i>				\$257,300.00		\$0.00
Structures						
Park Shelter	1	LS	\$50,000.00	\$50,000.00		
Restroom Building	1	LS	\$25,000.00	\$25,000.00		
Pedestrian Bridge over Hwy. 55	1	LS	\$1,000,000.00	\$1,000,000.00		
<i>Subtotal</i>				\$1,000,000.00		\$0.00
<i>Total</i>				\$1,291,400.00		\$0.00
<i>25% Contingency</i>				\$322,850.00		\$0.00
<i>Construction Total</i>				\$1,614,250.00		\$0.00
Other						
Design/Administration (18%)				\$290,565.00		#REF!
<i>Subtotal</i>				\$290,565.00		#REF!
<i>Grand Total</i>				\$1,904,815.00		#REF!
* estimate does not include 2000 street and sidewalk improvements.						

Wallin Park						
City of Hastings						
Preliminary Estimate of Probable Construction Costs - February 7, 2000						
Prepared by Hoisington Koepler Group Inc.						
Description	Qty.	Unit	Unit Price	Totals	Phase 1	
Site Preparation						
Erosion Control	1	LS	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Mass Grading	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Stormwater Pond Water Control Structure	1	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
Topsoil	1,200	CY	\$12.00	\$14,400.00	\$14,400.00	\$14,400.00
Utility Extension (sanitary, water, elec.)	1	LS	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Seeding	9	ACRE	\$800.00	\$7,200.00	\$7,200.00	\$7,200.00
<i>Subtotal</i>				\$75,900.00	\$56,100.00	
Site Improvements						
Parking Lot Paving	16,000	SF	\$1.80	\$28,800.00	\$28,800.00	
Hockey	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	
Boards						
Storm Sewer						
Paving & Surface Treatment						
Lighting						
Basketball Court	1	LS	\$18,000.00	\$18,000.00	\$18,000.00	
Ballfield 1	1	LS	\$38,000.00	\$38,000.00	\$38,000.00	
Backstop						
Outfield Fence						
Benches						
Infield						
Topsoil						
Seeding						
Ballfield 2	1	LS	\$28,000.00	\$28,000.00	\$28,000.00	
Backstop						
Benches						
Infield						
Topsoil						
Seeding						
Soccer Field Complete w/Goals	1	LS	\$14,000.00	\$14,000.00	\$14,000.00	
Play Structure w/Edging and Surfacing	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	
Sand Volleyball	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	
8' Asphalt Trails	2,350	LF	\$14.00	\$32,900.00	\$32,900.00	
Concrete Walks	1,800	SF	\$4.50	\$8,100.00	\$8,100.00	
General Site Lighting	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	
Picnic Tables & Grills	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	
Park Signs	2	EACH	\$1,500.00	\$3,000.00	\$3,000.00	
Landscaping	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
<i>Subtotal</i>				\$326,300.00	\$20,000.00	\$20,000.00
Structures						
Park Shelter w/Restrooms & Warming Hs.	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$0.00
<i>Subtotal</i>				\$80,000.00	\$0.00	\$0.00
<i>Total</i>				\$482,200.00	\$76,100.00	\$76,100.00
<i>20% Contingency</i>				\$96,440.00	\$15,220.00	\$15,220.00
Construction Total				\$578,640.00	\$91,320.00	\$91,320.00
Other						
Design/Administration (18%)				\$104,155.20	\$16,437.60	\$16,437.60
<i>Subtotal</i>				\$104,155.20	\$16,437.60	\$16,437.60
Grand Total				\$682,795.20	\$107,757.60	\$107,757.60



Roadside Park - Master Plan

City of Hastings
Hastings, MN

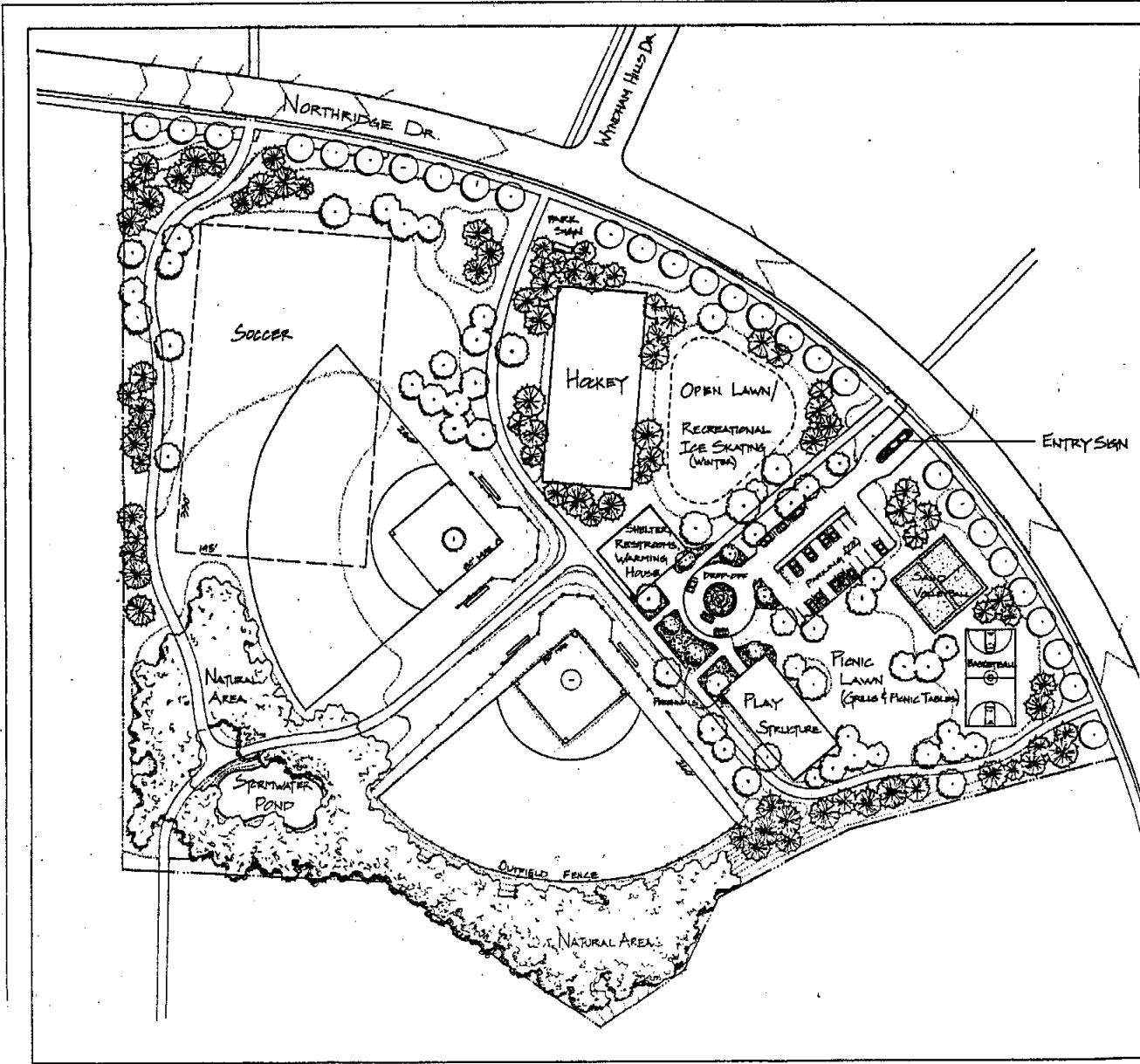
January 25, 2000



Designation Knight Group Inc.

200 North 4th Street, Suite 100
Hastings, Minnesota 55033
507-336-0000





Wallin Park - Master Plan

Hastings, MN January 25, 2000

