

**CITY OF HASTINGS  
CITY COUNCIL AGENDA**

**Monday, June 17, 2019**

**7:00 p.m.**

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

**V. APPROVAL OF MINUTES**

Approve Minutes of the Regular City Council meeting and workshop on June 3, 2019.

**VI. COMMENTS FROM THE AUDIENCE**

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

**VII. COUNCIL ITEMS TO BE CONSIDERED**

**VIII. CONSENT AGENDA**

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

1. Pay Bills as Audited
2. Resolution: Approve In-Store Fireworks Sales for Walmart
3. Resolution: Approve One-Day Gambling Permit for YMCA of the Greater Twin Cities
4. Resolution: Acceptance of and Appreciation of a Donation From the Behrends Family to the Parks and Recreation Department for a Memorial Bench
5. Resolution: Acceptance of and Appreciation of a Donation From the Lindberg Family to the Parks and Recreation Department for a Memorial Bench
6. Resolution: Approve 2019-2020 Liquor License Renewals
7. Resolution: Approve 2019-2020 Tobacco License Renewals
8. Resolution: Approve 2019-2020 Pawnbroker/Precious Metal Dealers License
9. Resolution: Approve 2 AM Liquor License for River Investments Inc. d/b/a The Busted Nut Bar & Grill
10. Approve Special Event Request from Beyond the Yellow Ribbon, Starlifter Performance
11. Approve Medical Director Services Agreement
12. Approve Driving Diversion Program

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

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

**X. REPORTS FROM CITY STAFF**

Sign up to receive automatic notification of Council agendas  
At [ccagenda-subscribe@hastingsmn.gov](mailto:ccagenda-subscribe@hastingsmn.gov) or by calling 651-480-2350  
City Council packets can be viewed in searchable format on the City's website at  
<http://www.hastingsmn.gov/city-government/city-council/city-council-agendas-and-minutes>

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

**A. Public Works**

**B. Community Development**

**C. Administration**

1. Providing for the Competitive Negotiated Sale of \$3,935,000 of General Obligation Improvement Bonds, Series 2019A
2. Energy Action Plan Update
3. Solar Subscription
4. Update on City Administrator Hiring Process

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

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

**XIV. ADJOURNMENT**

**Next Regular City Council Meeting: Monday, July 1, 2019 7:00 p.m.**

**Hastings, Minnesota  
City Council Minutes  
June 3, 2019**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, June 3, 2019, at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4<sup>th</sup> Street, Hastings, Minnesota.

**Members Present:** Mayor Fasbender, Councilmembers Balsanek, Braucks, Folch, Leifeld, Lund and Vaughan

**Staff Present:** Interim City Administrator Julie Flaten  
City Attorney Dan Fluegel  
Community Development Director John Hinzman  
Police Chief Bryan Schafer  
Public Works Director Nick Egger

**Proclamation: Declaring June 21, 2019 Make Music Day**

City Council members read the proclamation and Kelly Casey presented information on Make Music Day.

**Swearing in of Police Sergeant Matt Hedrick**

Chief Schafer introduced Sergeant Hedrick, Flaten administered the Oath and Hedrick's wife pinned the badge.

**Introduction of Economic Development Coordinator Rusty Fifield**

Hinzman introduced Fifield.

**Approval of Minutes**

Mayor Fasbender asked if there were any additions or corrections to the minutes of the Regular City Council Meeting on June 3, 2019 or to the workshop minutes on May 6, 2019, May 9, 2019 and May 13, 2019.

Minutes were approved as presented.

**Comments from the Audience**

Senator Bigham provided an update on the recent legislative session and items relating to the City of Hastings.

**Consent Agenda**

1. Pay Bills as Audited
2. Order Public Hearing: Vacation of Adams Street south of 3<sup>rd</sup> Street (Stier and Helget)
3. Appoint Planning Commissioner – Gino Messina
4. Approve the use of Memorial Donations – Fire Department
5. Approve Special Event Request and a Resolution for a Temporary Liquor License for American Cancer Society-Relay for Life
6. Approve Contract for Electrical Inspector
7. Resolution No. 05-06-19: Approve a Massage Therapy License for Alana Dalmas
8. Approve Sale of Surplus Property
9. Utility Disconnection Agreement (Sanitary Sewer Service) - 119 W 2nd Street (Parking Ramp)

Councilmember Balsanek motioned to approve as presented, seconded by Councilmember Braucks. Ayes 7; Nays 0.

**Public Hearing and Resolution No. 06-0819 for Vacation of Adams Street south of 3<sup>rd</sup> Street (Stier and Helget)**

Hinzman introduced the item and requested Council to hold a public hearing and approve the resolution regarding vacating Adams Street, south of 3<sup>rd</sup> Street East.

Public Hearing opened at 7:29 p.m.

Hearing no comments from the public, the public hearings closed at 7:30 p.m.

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

**Consider Permanent Installation of Water System Disinfection**

Egger summarized the history of the contamination of the City's water supply and asked Council to consider implementing permanent ongoing disinfection and explained several options.

Council discussed the various options including doing nothing, potential future threats, funding mechanism, health impacts of chlorine, rate increases and appreciation to staff for due diligence and public involvement throughout process.

Councilmember Braucks motioned to approve as presented, seconded by Councilmember Folch to approve as presented. Ayes 7; Nays 0.

**Authorize Signatures & Order Work to Proceed - Professional Services for Final Design and Construction Oversight of Water System Disinfection Equipment Installations**

Egger requested that Council authorize staff to enter into an agreement with Stantec for professional services regarding the final design of the gas chlorination system for the City's water supply.

Councilmember Balsanek motioned to approve as presented, seconded by Councilmember Vaughan to approve as presented. Ayes 7; Nays 0.

**City Administrator Hiring Update and Appointment of Ad Hoc Committee**

Jim Miller, The Mercer Group, updated the Council of the City Administrator hiring process, inquired of the Council's preference of how to conduct interviews and mentioned the appointment of an Ad Hoc committee.

Council discussed the options for the interview process and dates for interviews.

Councilmember Lund motioned to approve the Ad Hoc committee to interview the semi-finalists, seconded by Councilmember Balsanek. Ayes 7; Nays 0.

Mayor Fasbender and Councilmembers made the following announcements:

- Planning Committee of the City Council meeting on Thursday, June 6<sup>th</sup> at 7:30 a.m. at City Hall.
- Planning Commission will meet on Monday, June 10<sup>th</sup> at 7:00 p.m. at City Hall.
- The Summer Kick-off Celebration begins on Tuesday, June 11 starting at 5:30 p.m. in Levee Park.
- HEDRA will meet on Thursday, June 13<sup>th</sup> at 6:00 p.m. at City Hall.
- Councilmember Folch announced her appointment to the Governor's Council on Connected and Automated Vehicles.

Motion to adjourn the meeting was made by Councilmember Lund, seconded by Councilmember Braucks. The meeting was adjourned at 8:24 p.m.

---

Mary Fasbender, Mayor

---

Julie Flaten, City Clerk

**Hastings, Minnesota  
City Council Workshop  
June 3, 2019**

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, June 3, 2019 at 5:30 p.m. in the Community Room at the Hastings City Hall, 101 East 4<sup>th</sup> Street, Hastings, Minnesota.

**Members Present:** Mayor Fasbender, Councilmembers Balsanek, Braucks, Leifeld, Lund, Folch, Vaughan

**Staff Present:** Interim City Administrator Julie Flaten  
Community Development Director John Hinzman  
Public Works Director Nick Egger  
Economic Development Coordinator Rusty Fifield  
City Engineer Ryan Stempski

Others:

Kristy Barse, Chamber of Commerce President  
Mike Slavik, Dakota County Commissioner  
Developers: Rob Barse, Pat Regan, Mike Mattingly, Greg Jablonski  
Nick Conzemius, Greg Stotko, Bruce Goblirsch

Mayor Fasbender called the workshop to order at 5:30 p.m.

Councilmember Balsanek arrived at 5:55 p.m.

Mary Fasbender opened the meeting talking about the purpose for the meeting and introductions were made. Kristy Barse provided a history of the developer's task force.

Fifield provided information on housing including historical data, trends, and demographic information.

Council discussion on neighboring communities' trends, what differs from 20+ years ago, input from Dakota County CDA, opportunities for retirees and seniors, defining "growth" and "affordable", Met Council influence, and what specifically are the barriers developers see to building in Hastings.

Developers provided input on the impact current decisions have on future development, what developers look for in a community, perspective on what factors are in City control, managing resident push back, fees, and limited land availability, Mississippi River being a barrier and asset, perception of distance from twin cities, importance of downtown area on local economy, fees, and impacts of outside forces, ex. Tariffs.

**ADJOURNMENT**

Motion to adjourn by Councilmember Balsanek, seconded by Councilmember Leifeld at 6:50 p.m.

---

Mary D. Fasbender, Mayor

---

Julie Flaten, City Clerk



## ***City Council Memorandum***

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

**From:** Connie Lang - Accountant

**Date:** 06/13/2019

**Item:** Disbursements

### **Council Action Requested:**

Staff requests:

Council review of May 2019 Xcel payments.

Council review of weekly routine disbursements issued 06/11/2019.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 06/18/2019.

### **Background Information:**

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

### **Financial Impact:**

May Xcel Payments	\$	51,063.22
Disbursement checks, EFT issued on 06/11/2019	\$	119,492.55
Disbursement checks, EFT, HEDRA to be issued on 06/18/2019	\$	227,446.17

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** • Council Reports

## XCEL AUTOMATIC PAYMENTS

## May 2019 Payments

Xcel Acct #	Amount	Date Paid	Account #
51-6960213-7	1,640.62	30-Apr	101-140-1403-6343
51-6960208-0	1,624.00	10-May	101-140-1404-6343
51-8110141-1	1,159.98	10-May	101-140-1407-6343
51-6960219-3	55.37	9-May	101-201-2016-6343
51-6960210-4	127.90	10-May	101-300-3100-6343
51-6960210-4	639.52	10-May	101-301-3200-6343
51-0011278454-9	73.65	10-May	101-302-3201-6343
51-0263715-0	509.45	10-May	101-302-3201-6343
51-6960218-2	13,374.68	21-May	101-302-3201-6343
51-6960215-9	1,205.94	8-May	200-401-4440-6343
51-0010048093-4	13.75	10-May	200-401-4440-6343
51-0011082067-5	131.58	10-May	200-401-4440-6343
51-6960220-6	811.23	10-May	200-401-4447-6343
51-6960209-1	280.34	30-Apr	201-401-4240-6343
51-6960214-8	731.19	10-May	213-210-2100-6343
51-7216831-9	392.58	10-May	220-450-4160-6343
51-6960216-0	8,792.77	1-May	600-300-3300-6343
51-6960210-4	511.61	10-May	600-300-3300-6343
51-6960216-0	2,924.45	1-May	600-300-3302-6343
51-6960217-1	2,124.82	8-May	601-300-3400-6343
51-6960211-5	7,011.90	13-May	615-401-4103-6343
51-6960212-6	<u>6,925.89</u>	8-May	620-300-3500-6343
	51,063.22		



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-1	AMOUNT	
NON-DEPARTMENTAL	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		1,044.54	
			JULY 2019 LIFE INSURANCE		13.10	
		HASTINGS AREA CHAMBER/COM	LODGING TAX 4 OF 4 REPORTE		<u>3,691.97</u>	
			TOTAL:		4,749.61	
ADMINISTRATION	GENERAL	GRAPHIC DESIGN	#10 SECURITY ENVELOPES		<u>343.00</u>	
			TOTAL:		343.00	
CITY CLERK	GENERAL	I/O SOLUTIONS, INC.	INTEGRITY TESTS		316.00	
			SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		19.65
				JULY 2019 LIFE INSURANCE		4.59
				JULY 2019 LTD		10.59
				JULY 2019 LTD		44.29
		GRAPHIC DESIGN	RIVERTOWN NEWSLTR SPRING		1,293.50	
			RIVERTOWN NEWSLTR SPRING		1,851.98	
			SELFIE FRAMES-CITY EVENT P		219.00	
			SELFIE FRAMES-CITY EVENT P		<u>200.00</u>	
				TOTAL:		3,959.60
FINANCE	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		44.21	
			JULY 2019 LIFE INSURANCE		32.75	
			JULY 2019 LTD		<u>62.61</u>	
				TOTAL:		139.57
LEGAL	GENERAL	FLUEGEL LAW FIRM, PA	JUNE LEGAL FEES		<u>12,662.00</u>	
			TOTAL:		12,662.00	
FACILITY MANAGEMENT	GENERAL	MAJESKI PLUMBING & HEATING	REPAIR & REPLACE PLUMBING		679.04	
			SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		5.57
				JULY 2019 LTD		12.22
		MISCELLANEOUS V ALLINA HEALTH	ALLINA HEALTH: DEPOSIT REF		25.00	
			ELECTRO WATCHMAN, INC	YRLY SERV. - SECURITY SYS.		1,928.60
		GERRYS FIRE & SAFETY INC.	ANNUAL FIRE EXTING. SVC -		57.00	
			ANNUAL FIRE EXTING. SVC -		137.20	
			ANNUAL FIRE EXTING. SVC -		153.50	
		GRAYBAR ELECTRIC	ANNUAL FIRE EXTING. SVC -		49.00	
			LIFEWORKS SERVICES INC.	LED BULBS FOR PW RELAMP PR		1,037.80
		TOXALERT, INC.	CONTRACTED CLEANING CH & P		452.54	
			ANNUAL INSPECTION - GAS DE		<u>233.00</u>	
				TOTAL:		4,770.47
COMMUNITY DEVELOPMENT	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		6.55	
			JULY 2019 LTD		<u>18.26</u>	
				TOTAL:		24.81
I.T.	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		19.65	
			JULY 2019 LTD		45.69	
		CENTURY LINK	#612-E10-0514-020 911		88.68	
		PRESIDIO NETWORKED SOLUTIONS GROUP LLC	EX2200-24T, 48P & 24P		77.40	
			EX2200-24T, 48P & 24P		984.20	
			EX2200-24T, 48P & 24P		705.18	
		CDW GOVERNMENT INC	QUANTUM LTO 7 TAPES, QTY 4		<u>2,604.40</u>	
			TOTAL:		4,525.20	
		POLICE	GENERAL	DAKOTA COMMUNICATIONS CENTER	DCC FEE/2019 JULY CAPITAL	
INNOVATIVE OFFICE SOLUTIONS, LLC	LEATHER LTR BK PADHOLDER					11.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-1	AMOUNT
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		216.15
			JULY 2019 LTD		528.98
		CITY OF MPLS.	AUTOMATED PAWN SYSTEM		6.30
		DAKOTA ELECTRIC ASSN	ELECTRICAL SERVICES		15.73
			TOTAL:		23,809.47
BUILDING & INSPECTIONS GENERAL		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		26.20
			JULY 2019 LIFE INSURANCE		6.55
			JULY 2019 LTD		60.67
			JULY 2019 LTD		14.13
			TOTAL:		107.55
PUBLIC WORKS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		20.31
			JULY 2019 LTD		58.88
			TOTAL:		79.19
PUBLIC WORKS STREETS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		30.46
			JULY 2019 LTD		61.14
		ANDERSEN, EARL F.	SIGNS, TUBES, POSTS, BRACK		6,864.50
			SIGNS		2,629.60
		FORCE AMERICA	COUPLINGS		174.02
		LITTLE FALLS MACHINE INC	NUTS, BOLTS		224.76
		RDO CONSTRUCTION EQUIPMENT CO.	O-RINGS		4.66
			COOL GARD		24.64
			TOTAL:		10,013.78
PARKS & RECREATION	GENERAL	GRAPHIC DESIGN	RIVERTOWN NEWSLTR SPRING		646.75
		HASTINGS SCHOOL DISTRICT #200	SR. CENTER/TILDEN COST SHA		2,500.00
			TOTAL:		3,146.75
NON-DEPARTMENTAL	PARKS	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		163.53
			TOTAL:		163.53
PARKS & RECREATION	PARKS	WILDSIDE GRAPHIX	PICK UP AFTER YOUR PET SIG		360.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		65.50
			JULY 2019 LTD		138.73
		FOCUS ENGINEERING, INC.	TRAIL PAVEMENT RECOMMENDAT		4,012.28
		GERRYS FIRE & SAFETY INC.	ANNUAL FIRE EXTING. SVC -		298.50
		GRAPHIC DESIGN	RIVERTOWN NEWSLTR SPRING		646.75
		NINE EAGLES PROMOTIONS	SEASONALS SHIRTS		390.00
			TOTAL:		5,911.76
PARKS & RECREATION	AQUATIC CENTER	HORIZON COMMERCIAL POOL SUPPLY	CREDIT		80.00-
			REPLACE SLIDE PUMP STRAINE		7,592.10
		RIVER CITY STITCH	STAFF UNIFORMS		4,237.95
			STAFF UNIFORMS		220.50
		HOMETOWN ACE HARDWARE	CLAMP, TUBE HEAT SHRINK		25.63
			TIES, CABLE		70.36
			FENCE STAPLE, ROPE, SCREW,		77.49
			MISC FASTENER		4.62
			OIL FOGGING		9.28
		MERLES WATER CONDITIONING	SERVICE CALL FOR EQUIPMENT		149.00
		DALCO	PRODUCT RETURN CREDIT		139.98-
			CAN LINER, PAPER TOWEL		271.49
		1ST LINE BEVERAGES INC.	SLUSHY FLAVOR AND BASE		399.75
		TERRYS HARDWARE, INC.	TYING TWINE		19.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-1	AMOUNT
				TOTAL:	12,857.98
CABLE	CABLE TV	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		1.97
			JULY 2019 LTD		4.54
			TOTAL:		6.51
NON-DEPARTMENTAL	HERITAGE PRESERVAT	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		8.17
			TOTAL:		8.17
HERITAGE PRESERVATION	HERITAGE PRESERVAT	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		1.64
			JULY 2019 LTD		4.23
			TOTAL:		5.87
NON-DEPARTMENTAL	FIRE & AMBULANCE	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		316.13
			TOTAL:		316.13
FIRE	FIRE & AMBULANCE	FIRE SAFETY USA INC	E-ONE END CAP-RUBRAIL FIRE		45.00
		DAKOTA COMMUNICATIONS CENTER	DCC FEE/2019 JULY CAPITAL		23,030.50
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		23.25
			JULY 2019 LTD		53.59
		HOMETOWN ACE HARDWARE	METAL POLISH-STATION USE		3.71
		ALEX AIR APPARATUS INC	RESET X-DOCK & REPAIR PAC		98.00
		MN DEPT OF PUBLIC SAFETY	TITLE/REG. 2019 CHEV TAHOE		2,433.03
		TERRYS HARDWARE, INC.	FASTENERS-FIRE ENGINE #4		2.67
			TOTAL:		25,689.75
AMBULANCE	FIRE & AMBULANCE	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		94.65
			JULY 2019 LTD		218.77
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		352.78
			MEDICAL SUPPLIES		127.44
		BOYER FORD TRUCKS	FILTERS FOR AMB/MEDIC #1 &		50.70
		PRAXAIR DISTRIBUTION-409	OXYGEN		794.60
			OXYGEN		174.65
			OXYGEN		866.31
			TOTAL:		2,679.90
LEDUC	LEDUC HISTORIC EST	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		0.98
			JULY 2019 LTD		2.16
		GERRYS FIRE & SAFETY INC.	ANNUAL FIRE EXTING. SVC		42.50
			TOTAL:		45.64
NON-DEPARTMENTAL	ECONOMIC DEV-IND.	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		9.49
			TOTAL:		9.49
ECONOMIC DEVELOPMENT	ECONOMIC DEV-IND.	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		11.46
			JULY 2019 LTD		33.65
			TOTAL:		45.11
NON-DEPARTMENTAL	WATER	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		141.08
			TOTAL:		141.08
PUBLIC WORKS	WATER	O'REILLY AUTOMOTIVE	COOLANT FILTER, SHEET, ETC		35.97
		BAUER SERVICES	REPAIR PV DUMP STATION		275.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		33.99
			JULY 2019 LTD		67.69
		CORE & MAIN LP	METERS		1,093.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-1	AMOUNT
		ANDERSEN, EARL F.	BLUE FLAGS		273.90
		DAKOTA ELECTRIC ASSN	ELECTRICAL SERVICES		68.24
		GERRYS FIRE & SAFETY INC.	ANNUAL FIRE EXTING. SVC -		429.75
			TOTAL:		2,277.55
NON-DEPARTMENTAL	WASTEWATER	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		104.65
			TOTAL:		104.65
PUBLIC WORKS	WASTEWATER	VALLEY WELDING & MACHINE	REPAIR WART HOG		75.00
			STEEL		19.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		26.07
			JULY 2019 LTD		52.57
		DAKOTA ELECTRIC ASSN	ELECTRICAL SERVICES		127.09
			ELECTRICAL SERVICES		117.51
			TOTAL:		417.24
NON-DEPARTMENTAL	STORM WATER UTILIT	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		87.49
			TOTAL:		87.49
PUBLIC WORKS	STORM WATER UTILIT	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		23.45
			JULY 2019 LTD		53.85
			TOTAL:		77.30
PARKS & RECREATION	ARENA	CINTAS CORPORATION NO 2	RESTOCK FIRST AID CABINET		39.43
		HUEBSCH LAUNDRY CO.	ENTRY RUG SERVICE		49.11
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		13.10
			JULY 2019 LTD		28.68
		GERRYS FIRE & SAFETY INC.	ANNUAL FIRE EXTING. SVC -		81.00
		W.W. GRAINGER, INC.	LAMPS FOR EMERGENCY EXITS		17.76
		R & R SPECIALTIES, INC.	BLADE SHARPENING		65.00
			TOTAL:		294.08
NON-DEPARTMENTAL	HYDRO ELECTRIC	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		12.22
			TOTAL:		12.22
PUBLIC WORKS	HYDRO ELECTRIC	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2019 LIFE INSURANCE		3.26
			JULY 2019 LTD		6.84
			TOTAL:		10.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

**VIII-1**

```

===== FUND TOTALS =====
101 GENERAL                68,331.00
200 PARKS                   6,075.29
201 AQUATIC CENTER         12,857.98
205 CABLE TV                6.51
210 HERITAGE PRESERVATION   14.04
213 FIRE & AMBULANCE       28,685.78
220 LEDUC HISTORIC ESTATE   45.64
407 ECONOMIC DEV-IND. PK    54.60
600 WATER                   2,418.63
601 WASTEWATER              521.89
603 STORM WATER UTILITY     164.79
615 ARENA                   294.08
620 HYDRO ELECTRIC          22.32
-----
GRAND TOTAL:                119,492.55
-----

```

TOTAL PAGES: 5

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-1	AMOUNT
NON-DEPARTMENTAL	GENERAL	MISCELLANEOUS V CURRY, SUE ELLEN	1 -02479		65.06
				TOTAL:	65.06
ADMINISTRATION	GENERAL	ERICA HENDERSON	ANTI-FATIGUE MAT		19.27
				TOTAL:	19.27
CITY CLERK	GENERAL	ALLINA OCC MED	PRE-EMPLOYMENT		210.00
		FORUM COMMUNICATIONS COMPANY	PHN; REZONE 2128 VERMILLIO		55.20
			PHN CHAPTER 91 ALLOW CHICK		69.00
			PHN VACATION OF ROW IN TOD		124.20
			PHN VACATION OF ROW ON ADA		82.80
			ORDINANCE 2019-03; REZONE		55.20
		LABORATORY CORP OF AMERICA HOLDING	POST ACCIDENT/PREEMPLOYMEN		657.40
			TOTAL:		1,253.80
FINANCE	GENERAL	BERGANKDV LTD	2018 AUDIT FEES		14,500.00
				TOTAL:	14,500.00
FACILITY MANAGEMENT	GENERAL	ECOLAB PEST ELIMINATION DIVISION	CONTRACTED PEST CONTROL AT		143.84
			CONTRACTED PEST CONTROL AT		90.28
			CONTRACTED PEST CONTROL AT		84.47
			CONTRACTED PEST CONTROL AT		76.04
		CENTERPOINT ENERGY	GAS SERVICE		39.60
			GAS SERVICE		67.99
			GAS SERVICE		38.44
		TRANE PARTS CENTER	QUARTERLY SVC AGREEMENT CH		1,371.25
			TOTAL:		1,911.91
I.T.	GENERAL	OFFICE OF MN.IT SERVICES	WAN/USAGE MAY 2019		125.00
		LOGIS/LOCAL GOVERNMENT INFORMATION SYS	NETWORK SERVICES		93.75
			ENTRUST TOKEN, TRANSCIEVER		15.00
			ENTRUST TOKEN, TRANSCIEVER		1,254.01
		PRESIDIO NETWORKED SOLUTIONS GROUP LLC	ARUBA IAP'S		8,946.54
			ARUBA IAP'S		1,865.53
			ARUBA IAP'S		1,259.40
			ARUBA IAP'S		1,274.40
			ARUBA IAP'S		4,005.40
			ARUBA IAP'S		665.56
		CDW GOVERNMENT INC	QUANTUM LTO CLEANING TAPE		41.88
			TOTAL:		19,546.47
POLICE	GENERAL	SIEWERTS GARAGE INC	TOW DUMP TRUCK - EVIDENCE		512.18
		TACTICAL SOLUTIONS	RADAR RECERTS		465.00
		LOGIS/LOCAL GOVERNMENT INFORMATION SYS	APPL/MDC POLICE & FIRE - J		2,855.00
		THOMSON REUTERS - WEST	CLEAR LAW ENFORCEMENT-MAY		200.55
		ANCOM TECHNICAL CENTER, INC.	PORTABLE RADIO PARTS		259.48
		GALLS LLC	HEDRICK UNIFORM ALLOWANCE		12.58
		NET TRANSCRIPTS, INC.	TRANSCRIPTION SERVICES		469.64
		SHRED RIGHT	DESTRUCTION CHARGES		15.00
		MISCELLANEOUS V CHILDREN'S HOSPITALS &	CASE REVIEW		250.00
		DAKOTA COUNTY TECH COLLEGE	PURSUIT REFRESHER YOUNG TO		500.00
			PURSUIT REFRESHER NELSON,		500.00
		GRAPHIC DESIGN	BUSINESS CARDS		110.00
		ITL PATCH & MONOGRAM	MEDAL OF VALOR AWARD		54.85
		SOUTH EAST TOWING OF HASTINGS INC	JUNE 2019 LOT RENT		195.00
		STREICHERS	99MM DUTY AMMUNITION		1,296.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-1	AMOUNT
				TOTAL:	7,696.16
BUILDING & INSPECTIONS GENERAL		BAKKEN, THOMAS	FLIGHT TO ICC CONFERENCE		316.23
				TOTAL:	316.23
PUBLIC WORKS STREETS GENERAL		MIDWEST ELECTRICAL CONSTRUCTION FORCE AMERICA	REINSTALL/RE-ENERGIZE DT L MONITOR CREDIT ASSEMBLY, MONITOR		1,785.00 2,005.92- 2,896.60
				TOTAL:	2,675.68
PUBLIC WORKS STR. LIGH GENERAL		DAKOTA ELECTRIC ASSN MILLERBERND	ELECTRIC SVC #1527043 LIGHT POLES		2,472.47 16,128.00
				TOTAL:	18,600.47
PARKS & RECREATION GENERAL		CENTERPOINT ENERGY	GAS SERVICE		53.90
				TOTAL:	53.90
PARKS & RECREATION PARKS		CENTERPOINT ENERGY	GAS SERVICE GAS SERVICE		78.85 112.71
				TOTAL:	191.56
PARKS & RECREATION AQUATIC CENTER		CENTERPOINT ENERGY	GAS SERVICE		92.19
				TOTAL:	92.19
FIRE FIRE & AMBULANCE		IMAGE TREND, INC. LOGIS/LOCAL GOVERNMENT INFORMATION SYS HOMETOWN ACE HARDWARE KIEL KWIATKOWSKI ASPEN MILLS CARLSON AUTO TRUCK INC. EMERGENCY APPARATUS MAINT GERRYS FIRE & SAFETY INC. JEFFERSON FIRE & SAFETY INC CENTERPOINT ENERGY TERRYS HARDWARE, INC.	APPLICATION SVC PROVIDER MO PHASE 2 MONTHLY HOSTING FE APPL/MDC POLICE & FIRE - J PAPER KEY TAG FOR STATION SAFETY FOOTWEAR UNIFORMS FOR NELSON REPAIR TO FIRE STAFF VEHIC DIPSTICK-CUMMINS FOR FIRE ANNUAL FIRE EXTINGUISHER S BLK DIA RUBBER FF BOOTS GAS SERVICE RED SPRAY PAINT/HALOGEN BU		675.00 257.50 275.00 7.06 200.00 475.80 608.43 103.80 203.90 163.01 241.49 12.97
				TOTAL:	3,223.96
AMBULANCE FIRE & AMBULANCE		PRAXAIR DISTRIBUTION-409	OXYGEN		175.58
				TOTAL:	175.58
LEDUC LEDUC HISTORIC EST		ECOLAB PEST ELIMINATION DIVISION CENTERPOINT ENERGY	CONSTRUCTED PEST CONTROL A GAS SERVICE		124.58 201.01
				TOTAL:	325.59
POLICE RESERVES POLICE RESERVE S.R		KISS'S AUTO BODY & FRAME SHOP	REAPPAIR - H1008		1,244.85
				TOTAL:	1,244.85
POLICE-DUI ENFORCEMENT DUI ENFORCEMENT/EQ		FLUEGEL LAW FIRM, PA	FORFEITURE DISBURSEMENT FORFEITURE DISBURSEMENT		91.00 27.00
				TOTAL:	118.00
EDA/HRA HRA REDEVELOPMENT		DAKOTA COUNTY PROPERTY RECORDS	RECORDING FEES - HEDRA LOA		64.80
				TOTAL:	64.80
NON-DEPARTMENTAL WATER		MISCELLANEOUS V GARRICK, LORI	10-247000-05		125.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-1	AMOUNT
		VANDERKOOI, ROSS/KAR	13-166000-01		19.61
		BETTIS, BENJAMIN	15-080000-04		<u>8.13</u>
			TOTAL:		152.74
PUBLIC WORKS	WATER	MIDWEST ELECTRICAL CONSTRUCTION	LIGHT FIXTURE REPAIRS - SH		105.00
		CITY OF BLOOMINGTON	BACT SAMPLING		325.00
		GOPHER STATE ONE-CALL INC	LOCATES - MAY		544.05
		MILLER ELECTRIC INC	ELECTRICAL WORK AT PW		1,278.35
		CENTERPOINT ENERGY	GAS SERVICE		223.68
			GAS SERVICE		<u>63.88</u>
			TOTAL:		2,539.96
PUBLIC WORKS	WASTEWATER	CENTERPOINT ENERGY	GAS SERVICE		<u>156.23</u>
			TOTAL:		156.23
PARKS & RECREATION	ARENA	CENTERPOINT ENERGY	GAS SERVICE		<u>566.46</u>
			TOTAL:		566.46
PUBLIC WORKS	HYDRO ELECTRIC	MIDWEST ELECTRICAL CONSTRUCTION	REPAIR SEALS - HYDRO		<u>630.00</u>
			TOTAL:		630.00
INVALID DEPARTMENT	INSURANCE FUND	LEAGUE/MN CITIES INS TRST	WC CLAIM		1,166.66
		LEAGUE MN CITIES INSURANCE TRUST	3RD QTR 2019 GENERAL LIABI		55,846.00
			3RD QTR 2019 WORKERS COMP		<u>92,949.00</u>
			TOTAL:		149,961.66
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	MSA PROFESSIONAL SERVICES, INC.	SOUTH PINES 9TH		<u>1,363.64</u>
			TOTAL:		1,363.64

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

101	GENERAL	66,638.95
200	PARKS	191.56
201	AQUATIC CENTER	92.19
213	FIRE & AMBULANCE	3,399.54
220	LEDUC HISTORIC ESTATE	325.59
221	POLICE RESERVE S.R.	1,244.85
222	DUI ENFORCEMENT/EQUIP S.R	118.00
404	HRA REDEVELOPMENT	64.80
600	WATER	2,692.70
601	WASTEWATER	156.23
615	ARENA	566.46
620	HYDRO ELECTRIC	630.00
705	INSURANCE FUND	149,961.66
807	ESCROW - DEV/ENG/TIF-HRA	1,363.64
GRAND TOTAL:		227,446.17

-----





***City Council Memorandum***

**To: Mayor Fasbender & City Council Members**  
**From: Erica Henderson, Deputy City Clerk**  
**Date: June 17, 2019**  
**Item: Approve In-Store Fireworks Sales for Walmart**

**Council Action Requested:**

Approve the attached resolution approving in-store fireworks sales for Walmart.

**Background Information:**

Brandon Kilburg, Store Manager of Walmart, 1752 North Frontage Road, submitted an application for in-store fireworks sales. The Fire Marshal has reviewed the application and a background check was successfully completed. The proposed dates of sales are between June 18, 2019 and July 8, 2019. Issuance of the license is contingent on final inspection by the Fire Marshal.

**Financial Impact:**

The \$100.00 Fireworks License fee has been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 06 - - 19**

**RESOLUTION APPROVING A FIREWORKS LICENSE FOR  
WALMART WITHIN THE CITY OF HASTINGS**

**WHEREAS**, Brandon Kilburg, Store Manager of Walmart, 1752 North Frontage Road, has presented an application for an in-store sales Fireworks License between the days of June 18, 2019 and July 8, 2019 ; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, that the in-store sales Fireworks License for Walmart is approved.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 17<sup>th</sup> DAY OF  
JUNE 2019.**

**Ayes:**

**Nays:**

**Absent:**

ATTEST:

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

\_\_\_\_\_  
*Julie Flaten, City Clerk*

(SEAL)



***City Council Memorandum***

**To: Mayor Fasbender & City Council Members**  
**From: Erica Henderson, Deputy City Clerk**  
**Date: June 17, 2019**  
**Item: One-Day Temporary Gambling Permit for YMCA of the Greater Twin Cities**

**Council Action Requested:**

Approve the attached resolution approving the one-day temporary gambling permit for the YMCA of the Greater Twin Cities.

**Background Information:**

The YMCA of the Greater Twin Cities submitted an application for a one-day temporary gambling permit for July 21, 2019 for Duck Races to be held at Vermillion Falls Park, 215 21<sup>st</sup> East Street. This event is part of the Rivertown Days Celebration.

**Financial Impact:**

The \$25.00 One-Day Temporary Gambling License fee has been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION NO. 6- -19  
RESOLUTION APPROVING THE APPLICATION BY  
THE YMCA OF THE GREATER TWIN CITIES FOR A  
TEMPORARY ONE-DAY GAMBLING PERMIT**

**WHEREAS**, the YMCA of the Greater Twin Cities has presented an application to the City of Hastings for a one day temporary gambling permit on July 22, 2018 to be held at Vermillion Falls Park, 215 21<sup>st</sup> East Street, Hastings; and;

**WHEREAS**, the Minnesota Alcohol and Gambling Enforcement Division requires a resolution be passed to approve these request; and

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

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

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

**Ayes:**

**Nays:**

**Absent:**

---

*Mary D. Fasbender, Mayor*

ATTEST:

---

*Julie Flaten, City Clerk*

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 06- -19**

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

**WHEREAS**, The Behrends Family has presented to the City Parks & Recreation Department a donation of \$800.00 and has designated that this donation be used for a memorial bench to be placed in a City Park or on a City Trail; and

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

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

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

Adopted this 17<sup>th</sup> day of June

---

***Mary Fasbender, Mayor***

Attest:

---

***Julie Flaten, City Clerk***

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 06- -19**

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

**WHEREAS**, The Lindberg Family has presented to the City Parks & Recreation Department a donation of \$800.00 and has designated that this donation be used for a memorial bench to be placed in a City Park or on a City Trail; and

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

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

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

Adopted this 17<sup>th</sup> day of June

---

**Mary Fasbender, Mayor**

Attest:

---

**Julie Flaten, City Clerk**

**City Council****Memorandum**

**To:** Mayor Fasbender & City Council Members  
**From:** Erica Henderson, Deputy City Clerk  
**Date:** June 17, 2019  
**Item:** Approve Renewal of Liquor Licenses for 2019-2020 licensing period

**Council Action Requested:**

Approve the attached resolution approving liquor license renewals.

**Background Information:**

The City has received and reviewed applications for renewal of all liquor license categories for the July 1, 2019 – June 30, 2020 licensing period; those establishments are listed in the attached resolution.

Approvals and issuance of licenses are contingent upon the City receiving all license fees, required documents and completion of criminal background investigations by the Hastings Police Department.

**Financial Impact:**

License revenue is included in the budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 06- -19**

**RESOLUTION APPROVING RENEWAL  
OF LIQUOR LICENSES FOR 2019-2020**

**WHEREAS**, the City has received and reviewed applications for renewal of all liquor license categories; and

**WHEREAS**, approval and issuance of licenses are contingent upon the City receiving all license fees, required documents and completion of criminal background investigations; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the following licenses are approved for the July 1, 2019 – June 30, 2020 licensing period.

**On-Sale and Sunday Intoxicating Liquor**

<i>Licensee</i>	<i>Venue</i>	<i>Address</i>
2 <sup>nd</sup> Street Depot Bar and Grill LLC	2 <sup>nd</sup> Street Depot Bar and Grill	320 2 <sup>nd</sup> St. E.
Apple Minnesota	Applebee's Neighborhood Grill & Bar	2000 Vermillion St.
BCDE LLC	Pub 55	880 Bahls Dr.
Bierstube Inc.	Bierstube	109 W 11 <sup>th</sup> St.
Chipotle Mexican Grill/Colorado LLC	Chipotle Mexican Grill	1769 North Frontage Rd.
Due Olives LLC	Lock & Dam Eatery	101 2nd St.
Dugarels Inc.	Dugarels	3475 Vermillion St.
El Mexican Restaurant of Hastings LLC	El Mexican Restaurant	119 2 <sup>nd</sup> St. E.
GBR Investment Inc.	Coliseum Sports Bar & Grill	1840 Vermillion St.
Jackson P. Reece LLC	Hastings Public House	2015 Westview Dr.
Loco U & Me LLC	Me & Julio	350 33 <sup>rd</sup> St. W.
MOPECA Inc.	Las Margaritas Mexican Restaurant	2100 Vermillion St.
PTJ Restaurants Inc.	Hastings Green Mill	909 Vermillion St.
River Investments Inc.	The Busted Nut Bar & Grill	118 2 <sup>nd</sup> St. E.
Taproot LLC	The Onion Grille	100 Sibley St.
Thompson Zeigler Fireside Pizza	The Fireside Social House	106-108 2 <sup>nd</sup> St. E.
Pizza on 50 <sup>th</sup> & France Inc.	Carbone's Pizza of Hastings	1290 N. Frontage Rd.



**Off-Sale Intoxicating Liquor**

<i>Licensee</i>	<i>Venue</i>	<i>Address</i>
Coborn's Inc.	Coborn's Liquor	225 33 <sup>rd</sup> St. W.
Jake's Discount Liquor LLC	Jake's Discount Liquor	1609 Vermillion St.
Nirvana LLC	Ace Liquor Warehouse	1250 Frontage Rd.
Rondeau Enterprises LLC	House of Wines and Liquor	1225 Vermillion St.
Supervalu Inc.	Cub Discount Liquors	1729 Market Blvd.
Walmart Inc.	Walmart	1752 N. Frontage Rd.

**3.2 Off-Sale**

<i>Licensee</i>	<i>Venue</i>	<i>Address</i>
Northern Tier Retail LLC	Speedway	1390 Frontage Rd.
Northern Tier Retail LLC	Speedway	215 33 <sup>rd</sup> St. W.
Hastings 2002 LLC	Cub Foods	1729 Market Blvd.
Kwik Trip Inc.	Kwik Trip	1630 Vermillion St.

**Tap Room On-Sale and Sunday, Brewer Off-Sale**

<i>Licensee</i>	<i>Venue</i>	<i>Address</i>
Spiral Brewery LLC	Spiral Brewery	111 2 <sup>nd</sup> St. E.

**On/Off-Sale and Sunday Intoxicating Liquor**

<i>Licensee</i>	<i>Venue</i>	<i>Address</i>
Vermillion Bottle Shop Inc.	The Bar	2101 Vermillion St.

**Club/Sunday**

<i>Licensee</i>	<i>Venue</i>	<i>Address</i>
American Legion Post 47	Nelson-Lucking Post	50 Sibley St.
FOE Aerie 2212	Spiral Bridge Eagles Club	1220 Vermillion St.

Ayes:

Nays:

Absent:

Whereupon said resolution was declared duly passed and adopted on the 17<sup>th</sup> day of June 2019.

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

ATTEST:

\_\_\_\_\_  
*Julie Flaten, City Clerk*

***City Council*****Memorandum**

**To:** Mayor Fasbender & City Council Members  
**From:** Erica Henderson, Deputy City Clerk  
**Date:** June 17, 2019  
**Item:** Approve Renewal of Tobacco Licenses for 2019-2020 licensing period

**Council Action Requested:**

Approve the attached resolution approving liquor license renewals.

**Background Information:**

The City has received and reviewed applications for renewal of tobacco licenses for the July 1, 2019 – June 30, 2020 licensing period. Establishments renewing are listed in the attached resolution.

Approvals and issuance of licenses are contingent upon the City receiving all license fees, require documents and completion of criminal background investigations by the Hastings Police Department.

**Financial Impact:**

License revenue is included in the budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 06- -19**

**RESOLUTION APPROVING RENEWAL  
OF TOBACCO LICENSES FOR 2019-2020**

**WHEREAS**, the City has received and reviewed applications for renewal of tobacco licenses; and

**WHEREAS**, approval and issuance of licenses are contingent upon the City receiving all license fees, required documents and completion of criminal background investigations; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the following licenses are approved for the July 1, 2019 – June 30, 2020 licensing period.

<i>Licensee</i>	<i>d/b/a</i>	<i>Address</i>
Nirvana LLC	Ace Liquor Warehouse	1250 Frontage Rd.
Coborn's Inc.	Coborn's Liquor	225 33 <sup>rd</sup> St. W.
Coborn's Inc.	Coborn's Store	225 33 <sup>rd</sup> St. W.
Hastings 2002 LLC	Cub Foods	1729 Market Blvd.
Linn Retail Centers Inc.	Hastings Holiday	1500 Vermillion St.
Hastings Tobacco & Vape Inc.		1769 Market Blvd.
Rondeau Enterprises LLC	House of Wines and Liquor	1225 Vermillion St.
Jake's Discount Liquor LLC	Jake's Discount Liquor	1609 Vermillion St.
Kwik Trip Inc.	Kwik Trip	1630 Vermillion St.
LiQuiVape		1318 Vermillion St.
Coborn's Inc.	Little Dukes	225 33 <sup>rd</sup> St. W.
Miller & Holmes Inc.	M & H Gas	1402 Vermillion St.
Northern Tier Retail LLC	Speedway	1390 Frontage Rd.
Northern Tier Retail LLC	Speedway	215 33 <sup>rd</sup> St. W.
Walgreens		1017 Vermillion St.
Walmart Inc.	Walmart	1752 N. Frontage Rd.
Westview Tobacco		1355 S. Frontage Rd.

Ayes:

Nays:

Absent:

Whereupon said resolution was declared duly passed and adopted on the 17<sup>th</sup> day of June 2019.

*Mary D. Fasbender, Mayor*

ATTEST:

\_\_\_\_\_  
*Julie Flaten, City Clerk*

**City Council****Memorandum**

**To:** Mayor Fasbender & City Council Members  
**From:** Erica Henderson, Deputy City Clerk  
**Date:** June 17, 2019  
**Item:** Approve Renewal of Pawnbroker/Precious Metal Dealers License for 2019-2020 licensing period

**Council Action Requested:**

Approve the attached resolution approving a pawnbroker/precious metal dealers license renewal.

**Background Information:**

Mr. Robert Bohn, Old Mill Pawn, 2324 Vermillion Street, submitted a renewal application for the pawnbroker/precious metal dealers license for the July 1, 2019 – June 30, 2020 licensing period.

Approval and issuance of the license is contingent upon the City receiving all license fees. The Old Mill Pawn is in compliance with monthly reporting and payments.

A criminal background investigation has been completed by the Hastings Police Department.

**Financial Impact:**

License revenue is included in the budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 06- -19**

**RESOLUTION APPROVING RENEWAL  
A PAWNBROKER/PRECIOUS METAL DEALERS  
LICENSE FOR 2019-2020**

**WHEREAS**, the City has received and reviewed the pawnbroker/precious metal dealers application for Old Mill Pawn; and

**WHEREAS**, approval and issuance of the license is contingent upon the City receiving the license fee; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the following licenses are approved for the July 1, 2019 – June 30, 2020 licensing period.

Ayes:

Nays:

Absent:

Whereupon said resolution was declared duly passed and adopted on the 17<sup>th</sup> day of June 2019.

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

ATTEST:

\_\_\_\_\_  
*Julie Flaten, City Clerk*



**City Council**

**Memorandum**

**To:** Mayor Fasbender & City Council Members  
**From:** Erica Henderson, Deputy City Clerk  
**Date:** June 17, 2019  
**Item:** River Investments Inc. d/b/a The Busted Nut Bar & Grill 2:00 a.m. Liquor License

**Council Action Requested:**

Approve the attached resolution approving a 2:00 a.m. Liquor License for River Investments Inc. d/b/a The Busted Nut Bar & Grill.

**Background Information:**

River Investments Inc. d/b/a The Busted Nut Bar & Grill has submitted a 2:00 a.m. Liquor License to be able to sell liquor until 2:00 a.m. The 2:00 a.m. Liquor License is a separate liquor license and is not included in The Busted Nut Bar & Grill's On-Sale and Sunday Liquor Licenses.

MN State Statute 340A.504 and Hastings City Code Section 111 allows liquor establishments to sell liquor until 1:00 a.m. The State Statute and City Code also allows licensed liquor establishments to sell liquor between the hours of 1:00 a.m. and 2:00 a.m. To sell liquor until 2:00 a.m., the licensed liquor establishment must apply for a special 2:00 a.m. license through the State Alcohol and Gambling Enforcement Division (AGED). The initial application requires City Council approval. The AGED coordinates with the liquor establishment for renewal of the 2:00 a.m. license.

**Financial Impact:**

Fees are established and paid to the AGED; the City does not require any fees.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 06- -19**

**RESOLUTION APPROVING THE APPLICATION BY  
RIVER INVESTMENTS INC.  
d/b/a THE BUSTED NUT BAR & GRILL  
FOR A 2:00 A.M. LIQUOR LICENSE**

**WHEREAS**, River Investments Inc. d/b/a The Busted Nut Bar & Grill has presented an application to the City of Hastings for a 2:00 a.m. Liquor License; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the 2:00 a.m. Liquor License for River Investments Inc. d/b/a The Busted Nut Bar & Grill is approved.

Ayes:

Nays:

Absent:

Whereupon said resolution was declared duly passed and adopted on the 17<sup>th</sup> day of June 2019.

---

*Mary D. Fasbender, Mayor*

ATTEST:

---

*Julie Flaten, City Clerk*



## City Council Memorandum

**To:** Mayor Fasbender & City Councilmembers  
**From:** Paige Marschall Bigler, Recreation Program Specialist  
**Date:** June 17, 2019  
**Item:** Special Event Request – BTYR, Starlifter Band Performance

**Council Action Requested:** Consider the request from Beyond The Yellow Ribbon for a Special Event Designation on Wednesday, August 28<sup>th</sup>, 2019, for a performance by the United States Airforce Starlifter Band.

**Background Information:**

Beyond the Yellow Ribbon organization is requesting use of the Rotary Pavilion in Levee Park to host the USAF Starlifters Band for a free performance open to the public. The event will have food trucks in Levee Park, requiring a Special Event Designation as referenced in the Special Event Policy. The event will include live music at the Pavilion and food trucks within Levee Park. The event organizer is no longer requesting street or lot closures.

Designating this event as a Special Event will allow for the organizers to include food vendors in Levee Park.

Conditions to be included in the proposed Special Event Designation:

- The Rotary Pavilion in Levee Park is reserved for exclusive use of Beyond the Yellow Ribbon and USAF Star lifter band during the designated hours of 5:00 p.m. – 9:00 p.m. with a performance time of 7:30 – 9:00 p.m. on Wednesday, August 28<sup>th</sup>, 2019, with consideration of Storytime in the Park 6:00 p.m. – 6:45 p.m.
- The Starlifter band will set up in the back half of the pavilion, allowing for Storytime in the Park activities to continue.
- The City restroom facilities will remain open during the event and will be serviced by Parks & Recreation staff Wednesday morning.
- The City garbage and Recycling receptacles will be serviced Wednesday morning and available for use.
- All vendors must obtain City of Hastings vendor license prior to event, the cost of licensure is the responsibility of the vendor or event organizer, and licenses must be obtained through the Deputy City Clerk at Hastings City Hall.
- Any decorations cannot leave marks or residue on the Pavilion or surrounding area. Event organizers must receive approval from the parks department prior to set-up.
- Event organizers agree the site will be left in at least the condition it was pre-event.
- Any other reasonable conditions as determined by staff.



**Financial Impact:**

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

- Rotary Pavilion Rental – Tax Exempt: \$80.00

**Advisory Commission Discussion:**

None

**Council Committee Discussion:**

None

**Attachments:**

- Special Event Permit Application



**SPECIAL EVENT PERMIT APPLICATION**

General Event Information			
Event Name: <u>USAF Band - Star Line</u>			
Name of Event Coordinator: <u>Dean W. Monkoson / Beyond the Yellow Ribbon</u>		Home Phone: <u>(651) 438-2202</u>	Work Phone: <u>( )</u>
Name of Organization/Business Hosting Event: <u>BTJR <sup>Ribbon</sup></u> <u>City of Hastings <del>Government</del></u>		Cell Phone: <u>( )</u>	E-mail: <u>deanwvvet@aol.com</u>
Mailing Address: <u>436 Tiffany Drive</u> <u>Hastings MN 55033</u>		Website: <u>Facebook</u> <u>Beyond the Yellow Ribbon -</u> <u>Hastings</u>	
On Site Contact Name: <u>Dean W. Monkoson</u>		On Site Contact Cell Phone: <u>( )</u> <u>None</u>	
Type of Event (mark all that apply): <input type="checkbox"/> Downtown Event <input type="checkbox"/> Race/Run/Walk <input checked="" type="checkbox"/> Concert/Performance <input type="checkbox"/> Fundraiser <input type="checkbox"/> Other:			
Date(s) Requested:			
Date	Day of Week	Time	Total Hours
<u>28 Aug</u>	<u>Wednesday</u>	<u>5 am/pm to 9 am/pm</u>	<u>4</u>
		am/pm to am/pm	
		am/pm to am/pm	
Is this event: <input checked="" type="checkbox"/> Open to the public <input type="checkbox"/> Private		Will this be an annual event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>on demand</u>	
Has this event been held in another City? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Hastings MN</u>		<input type="checkbox"/> No <u>State Fair</u>	
If yes, when was it held and where? <u>Hastings MN State Fair Grounds</u>			
Will an admission fee be charged? <input type="checkbox"/> Yes \$ <input checked="" type="checkbox"/> No		Will donations be accepted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
What will proceeds from the event be used for? <u>Service support + honor military veterans, families, Military Brat</u>			
Anticipated Attendance: Total <u>250</u> Per Day <u>one day only</u>			
Will there be a tent(s) at the event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how many and how big? <u>up to three, vendors</u>	

Event Location Information
Location of the event (including the starting line, finish line and staging/disbanding areas): <u>Rotary Pavilion &amp; Lake Park</u>

List of any City parks/facilities to be used for the event:

Levee Park Rotary Pavilion

Number of vehicles expected at the event: 50-75

Describe where participants will park:

Public parking lots in downtown Hastings.

If the event will take place on private property, has approval been obtained from the property owner(s)?

Yes  No

Please include a site plan for the event location that show the location of the starting line, finishing line, staging areas, tents, vendors, parking areas, sound amplification equipment and any other areas that will be setup as part of the event.

Please describe how you will contain waste and recycling at your event including after the event has ended. To assist you in these efforts, please contact our City Recycling Coordinator 651-480-6182

Garbage and Recycling Containers within Levee Park are sufficient for the scale of this event.

#### Event Route Information

Does the event propose to require the use of any public right of way (crossing or traveling within)?  Yes  No

List all public right of way that will be used during the event:

City Streets \_\_\_\_\_

Trails/Sidewalks \_\_\_\_\_

County Roads \_\_\_\_\_

State Road \_\_\_\_\_

Other Right of Way \_\_\_\_\_

Have you received approval for the use of any County or State right-of-way?  Yes  No  Not applicable

Does the route require the closing or partial closing of any streets, intersections or crossings?  Yes  No

If yes, please describe: \_\_\_\_\_

(The City of Hastings reserves the right to require street closings)

Please include a detailed map showing the proposed route. The route map must show what roadways, trails and sidewalks will be used and the direction the participants will travel. All street names must be clearly labeled.

#### Event Safety Information

Number of volunteers assisting with the event: BTYR Volunteers - 2-3

Do you have a contingency plan if volunteers don't show up?  Yes  No

If yes, please summarize: BTYR volunteers will be at the event.

Is the promoter aware of any problems that may arise during the event?  Yes  No

If yes, please summarize: \_\_\_\_\_

Have arrangements been made for emergency medical services?  Yes  No

If yes, please summarize: \_\_\_\_\_

Will alcohol be served or sold at the event?  No  Yes (a temporary beer or liquor license is required)

Will there be a raffle or other regulated gambling activity at the event?  No  Yes (a temporary gambling permit is required)

Will the event include the sale of any products or services?  No  Yes (please provide a list of your approved event vendors):

---

Will the event include the sale of any food or beverages?  No  Yes (health department permits are required, please provide a list of your approved food vendors): Hostess Toppan Schoolhouse Span  
Mini donuts All previously approved DBA - Cruise IN

**Event Signage and Sound Information**

Please include a route map detailing where all DIRECTIONAL signage will be placed for the event. see location info

Please include a map detailing where all signs ADVERTISING the event will be placed. see location info

Will any sound amplification equipment be used at the event?  Yes  No

If yes, please describe where in the event area the equipment will be used and what time the equipment will be used:  
Ampl. & mic

**Insurance Information**

Insurance coverage shall be maintained for the duration of the event with a minimum \$1,000,000 combined single limit and a minimum \$2,000,000 aggregate limit. If food or non-alcoholic beverages are sold or provided at the event the insurance policy shall also include an endorsement for product liability in an amount not less than \$1,000,000. Proof of insurance coverage must be provided at least 5 days prior to the event. USAF - US GOVT

I have read and agree to all ordinances and rules associated with this special event permit. I certify that the answers are true and correct to the best of my knowledge.

[Signature]  
 Signature

5/28/19  
 Date

Please return completed form to Paige Marschall-Bigler at [pmarschall@hastingsmn.gov](mailto:pmarschall@hastingsmn.gov) or mail in to Parks Department 920 10<sup>th</sup> St W, Hastings MN 55033. Call 651-480-6182 with any questions.

**OFFICE USE ONLY**

Date application submitted: 5/28/19

Date application approved by CC: \_\_\_\_\_

Required resources:

- Police Reservists: \_\_\_\_\_
- Equipment: \_\_\_\_\_
- City staff: \_\_\_\_\_

Insurance information received: \_\_\_\_\_

Licenses/permits obtained: \_\_\_\_\_



## ***City Council Memorandum***

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

**From:** Michael T. Schutt, Fire & EMS Director

**Date:** June 11, 2019

**Item:** Approve Medical Director Services Agreement

**Council Action Requested:** Council is asked to approve an updated Medical Director Services Agreement with Dr. Larry Erickson.

**Background Information:** Dr. Erickson has been serving as our Medical Director for the City for over forty years. Our current Agreement is through Allina Health and Dr. Erickson. Dr. Erickson is in the process of retiring from Allina Health, but would like to stay on as our Medical Director for the City, primarily for our ambulance service. Dr. Erickson has been a valued member of our organization, he is active in the metro area ambulance services director's group and continually stays abreast of current technologies, trends and skills.

**Financial Impact:** Under the Allina/Dr. Erickson agreement, the cities obligation is \$1000.00 annually, with Allina Health paying the difference. The proposed contract is for an annual fee of \$6000.00 payable to Dr. Erickson and the city providing professional liability insurance through the cities provider. This policy is \$2679.04.

I did a comparison of comparable public ambulance services in the area and found the annual cost of medical direction is between \$10,000 and \$20,000 annually.

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:**

- Copy of Agreement
- Copy of insurance quote

**PRE-HOSPITAL MEDICAL DIRECTION SERVICES AGREEMENT  
BETWEEN  
DR. LAWRENCE ERICKSON  
AND  
THE CITY OF HASTINGS**

This medical direction pre-hospital services agreement (“Agreement”), is, by and between Dr. Lawrence Erickson, a Minnesota licensed physician, and the City of Hastings, a Minnesota municipal corporation.

**RECITALS**

**WHEREAS**, City operates an ambulance service which provides emergency medical services in Hastings’ primary service area.

**WHEREAS**, Dr. Erickson is a physician and provides emergency medical training, medical direction, and other services to municipal and private rescue-EMS service providers, and

**WHEREAS**, City maintains and operates an emergency medical service program and desires the assistance and training of Dr. Lawrence Erickson in the provision of such services; and

**WHEREAS**, Dr. Lawrence Erickson desires to provide assistance and training to the City.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties set forth above, intending to be legally bound, agree as follow:

**ARTICLE 1  
Obligations of Parties**

- 1.1 **Medical Director.** Dr. Lawrence Erickson shall serve as the pre-hospital Medical Director (“**Medical Director**”) for the City pursuant to the terms of this Agreement. The duties and obligations of the Medical Director are specified in Schedule 1.1, which is attached hereto and incorporated herein by this reference. The Medical Director shall at all times (a) be currently licensed as a physician in the State of Minnesota, (b) be a board certified emergency medicine physician, (c) have experience in, and knowledge of, emergency care of acutely ill or traumatized patients, and (d) be familiar with the design and operation of local, regional and state emergency medical service systems.
- 1.2 **Duties of City.** To assist Dr. Lawrence Erickson in the discharge of its duties hereunder City shall be responsible for performing the duties set forth in Schedule 1.3, which is attached hereto and incorporated herein by this reference.

**ARTICLE 2  
Term and Termination**

- 2.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2021 (“**Term**”).

- 2.2 Termination. Subject to the continuing obligations of the parties as set forth in Articles 1, 4, 5 and 7:
- 2.2.1 Termination without Cause. Either party may terminate this Agreement at any time without cause by providing the other party written notice of termination at least sixty (60) days prior to the date of termination. Any termination of this Agreement pursuant to this Section shall be effective only at the end of the then current contract year. Further, no termination pursuant to this Section may be effective prior to the end of the first contract year of this Agreement.
- 2.2.2 Termination with Cause. Either party may terminate this Agreement with cause upon the default of the other party under any material term of this Agreement and the defaulting party's failure to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of the default. Upon the defaulting party's failure to cure the default within the foregoing thirty-day cure period, this Agreement shall be deemed terminated without further action.
- 2.2.3 Change in Law. If any provision of this Agreement is in conflict with current state or federal laws, regulations or rules, or a subsequent change in state or federal law, regulations or rules, or judicial interpretation thereof, the parties mutually agree to amend this Agreement in writing to comply with the law, regulation, rule or interpretation, or, if the parties are unable to reach agreement through good faith negotiation within thirty (30) days of becoming aware of the conflict, either party may terminate this Agreement effective immediately upon notice in writing to the other party.
- 2.2.4 Mutual Agreement. The parties may terminate this Agreement by mutual agreement at any time.

### **ARTICLE 3 Compensation**

- 3.1 Compensation. In consideration of the services furnished by Dr. Lawrence Erickson under this Agreement, City shall pay Dr. Lawrence Erickson compensation of \$6,000 annually.

### **ARTICLE 4 Indemnification**

- 4.1 City Indemnification. Subject to the limitations, exceptions, and maximum liability set forth in Minnesota Statutes Chapter 466, City shall indemnify, defend, and hold harmless Dr. Lawrence Erickson, his affiliates, officers, employees, agents, successors, and assigns from and against any and all liabilities, claims, damages, causes of actions, lawsuits, judgments, demands, and expenses, including court costs and reasonable attorneys' fees, resulting from any act or omission of City, its agents, employees, contractors, and trainees arising out of this Agreement.
- 4.2 Dr. Lawrence Erickson Indemnification. Dr. Lawrence Erickson shall indemnify, defend, and hold harmless City, its Mayor, city council and individual city council members, employees, and agents from and against any and all liabilities, claims, damages, causes of actions, lawsuits,

judgments, demands, and expenses, including court costs and reasonable attorneys' fees, resulting from any act or omission of Dr. Lawrence Erickson, his agents, employees, and contractors arising out of this Agreement.

## ARTICLE 5 Confidentiality and Audits

- 5.1 Data Practices Act. Dr. Lawrence Erickson shall comply with the requirements of the Minnesota Government Data Practices Act (the "**Act**") and any applicable laws, rules and regulations governing the privacy of patient or medical data, including but not limited to any Privacy Regulation (as defined below) in providing services under this Agreement. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated, except as authorized or required by the Act either during the Term of this Agreement or thereafter. Any data supplied to City by Dr. Lawrence Erickson during the Term of this Agreement shall be administered in accordance with the provisions of the Act regardless of any internal classifications assigned to the data by City.
- 5.2 Other Confidential Information. During the course of the performance of the services under this Agreement, the parties may have access to or become acquainted with confidential information relating to each others' business, including, without limitation, patient records, medical information, and/or other information that relates to or identifies patients. The parties acknowledge and understand the importance of keeping such information, including the terms and conditions of this Agreement, confidential and agree to never use, except in performing its duties under this Agreement, or disclose such information to any third party except as may be required by a court order. If disclosure is ordered by a court or administrative order, the party subject to the order shall immediately notify the other party to allow such party the opportunity to make a reasonable effort to obtain a protective order. Upon the expiration or termination of this Agreement, the parties shall immediately return to the other party all records or other tangible documents that contain, embody, or disclose, in whole or in part, any confidential information of the other party.
- 5.3 Protected Health Information. Dr. Lawrence Erickson may use and/or disclose protected health information in providing the services under this Agreement. The parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Regulation**") 45 C.F.R. Parts 160 & 164 under the Health Insurance Portability and Accountability Act of 1996 ("**HIPPA**") as it is currently drafted and as it may be subsequently updated, amended, or revised.
- 5.4. Auditing. The City and Dr. Lawrence Erickson shall each maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the City and Dr. Lawrence Erickson shall each allow the Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City and Dr. Lawrence Erickson shall each use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.



**ARTICLE 6  
Miscellaneous Provisions**

6.1 Medicare Sanctions or Exclusion. Each party hereby represents and warrants that it is not and at no time has been sanctioned or excluded from participation in any federally funded health care programs, including Medicare and Medicaid. Each party shall immediately notify the other party if it or any of its employees are sanctioned or excluded from any federally funded health care program, including Medicare and Medicaid, or threatened with the same. If either party or any of its employees is sanctioned or excluded from participation in any federally funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party is in breach of this requirement, this Agreement shall automatically terminate as of the effective date of such sanction, exclusion or breach.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first listed above.

**THE CITY OF HASTINGS**

**DR. LAWRENCE ERICKSON**

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

\_\_\_\_\_  
Dr. Lawrence Erickson

By: \_\_\_\_\_  
City Clerk

**SCHEDULE 1.1  
DUTIES AND OBLIGATIONS OF THE MEDICAL DIRECTOR**

**The Medical Director and/or authorized designee shall provide the following:**

Responsibilities:

1. Review and update the triage, treatment and transportation guidelines specified in the Basic and Advanced Life Support Policies and Guidelines for Minnesota (“**Guidelines**”), and policies at least annually based upon medical audit outcomes, and medical literature review.
2. Establish policies and procedures for pre-hospital care. (These Policies and Guidelines will be recognized as Basic and Advanced Life Support Policies and Guidelines for Minnesota Services.)
3. Establish procedures for the administration of medications. (The procedures will be contained in the Guidelines).
4. Establish, collect and report data points established by the Medical Director used for monitoring system performance.
5. Provide a Quality Assurance mechanism for hearing, addressing, and responding to complaints from patients and providers, including, but not limited to, case review and resolution of patient complaints.
6. Solicit and obtain input from field personnel on a variety of issues related to the development and operation of Quality Assurance and Continuing Quality Improvement programs.
7. Provide and approve standards for the training and orientation of EMS personnel that impact patient care.
8. Conduct an annual review of all medications and medical equipment for potential changes.
9. Approve standards, and provide advice as requested, for purchasing and upgrading equipment and supplies that impact patient care.
10. Conduct annual inservicing and evaluation of Guidelines content of all Emergency Medical Technicians and Paramedics.
11. Conduct patient care report audits as necessary for QA data collection purposes adhering to Article 5 Confidentiality: 5.1 Data Practices Act.
12. Maintain the quality of pre-hospital patient care according to the standards and procedures established under the responsibilities listed above.
13. Conduct regular meetings with Ambulance Department leaders and operational personnel.

Annual Skills Assessment:

1. Annually, the Medical Director or its designee shall assess the practical skills of each person on the City roster, including each person's (a) variance, (b) ALS and (c) BLS skills, and sign a statement verifying the proficiency of each individual. The statement shall be maintained in City's files.

**(Remainder Of This Page Intentionally Left Blank)**

**City shall provide the following:**

1. Advise the Medical Director in a timely manner in accordance with the Policies and Guidelines of any:
  - a. complaint received concerning the delivery of care by the City.
  - b. medication or procedure (e.g., intubation) errors that occur.
  - c. equipment, vehicle, or communication failures that impacts patient care.
  - d. gross deviation from standards of care.
  - e. provide medical direction liability insurance.
2. Establish and maintain a mechanism to conduct a review of patient care reports for charting compliance.
3. Assure that all personnel meet continuing medical education requirements as established by applicable regulatory agencies.
4. Maintain a current roster, training records, data collection forms, etc.
5. Maintain the following documentation and records related to its First Responders, Emergency Medical Technicians and Paramedics:
  - Immunizations and screenings for Hepatitis B, Tetanus (every 10 years), Influenza (optional), and Mantoux (annually). Documentation must include refusal forms, if applicable;
  - HEPA or N95 respirator fit-testing;
  - Initial and annual continuing education on blood-borne and air-borne pathogens;
  - Annual Right-to-Know training;
  - Other licensing requirement documentation as required by Minnesota law;
  - Background checks
  - Initial emergency driving training; and
  - Annual practical skills proficiency statement for each individual

**(Remainder Of This Page Intentionally Left Blank)**



First National Bank Building 332 Minnesota Street, Suite W2600  
 Saint Paul, MN 55101  
 Ph: 651-647-6254  
 www.rtspecialty.com

## QUOTATION SUMMARY

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

<b>QUOTE NUMBER:</b>	19177588B
<b>DATE ISSUED:</b>	May 28, 2019
<b>PRODUCER:</b>	North Risk Partners, LLC - Mendota Heights : Shannon Milan
<b>FROM:</b>	R-T Specialty, LLC / Jeanine Loomis
<b>INSURED:</b>	Lawrence Gregory Erickson 3804 W 57th Street, Minneapolis, MN 55410
<b>INSURER:</b>	Admiral Insurance Company - Non-Admitted
<b>COVERAGE:</b>	Professional Liability Full Program
<b>POLICY PERIOD:</b>	Annual
<b>COMMISSION:</b>	10%
<b>PREMIUM BREAKOUT:</b>	
Premium	\$2,500.00
Surplus Lines Filing Fee	\$100.00
Surplus Lines Tax & Stamping Fee	\$79.04
Total Cost	\$2,679.04

**THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS**

## SUBJECTIVITIES:

**We will only bind coverage in writing after we receive a written request from you to bind coverage.** If coverage is requested, the following items must be submitted:

**Requirements Prior to Binding** (The following items must be received and accepted by the underwriter(s) prior to binding. Underwriters reserve the right to amend/rescind terms until such time the required documents have been received, reviewed and deemed satisfactory and acceptable.)

- Copy of insured's medical director contract.

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

**PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.**

**NO FLAT CANCELLATIONS**

### General Terms

In all cases, policy and carrier wordings take precedence.

### Certificates of Insurance

Any Certificate of Insurance issued by Producer as evidence of insurance must conform to applicable laws. The Certificate must state that it is for information only, confers no rights upon the Certificate holder and the Certificate of Insurance must not extend or alter the coverage provided by the Policy(ies) listed in the Certificate. Producer is not authorized to issue, and R-T Specialty, LLC (RT) will not review, accept or approve, a Certificate of Insurance that modifies policy terms, names any other person/entity as an "additional insured" or states that any other person/entity other than those named in the Policy (ies) may receive notice of cancellation or non-renewal under such policy(ies). A policy cannot be amended by a Certificate of Insurance. If the insured requires endorsements to their policy to comply with certificate holder requirements, you must request these endorsements in writing so that underwriters may evaluate their ability to provide applicable coverage. Producer will be responsible for any error, mistake or negligence in the issuance of a Certificate of Insurance to its client.

**PREMIUM FINANCE** (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

<b>Name of Premium Finance Company:</b>	
<b>Premium Finance Account Number:</b>	

**PRODUCER COMPENSATION: (if not included in the quote document)**

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. We have extensive insurance experience and will represent you honestly and competently in rendering services. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for your insurance that may pay us future additional compensation. This type of compensation is in addition to any fees and/or commissions that we have agreed to accept for servicing your insurance. This compensation could be based on formulas that consider the volume of business placed with the company, the profitability of that business, how much of the business is retained for the company's account each year, and other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any profit-sharing payment is usually received after the end of the following calendar year. Because of variables in these programs, we have no accurate way at this time to determine the amount of any additional compensation that might be attributable to your insurance.

Insurers may choose to delegate their authority for some classes of business to underwriting managers. Some affiliates of Ryan Specialty Group, LLC (RSG) have been delegated authority for underwriting or other services on behalf of Insurers. An underwriting manager (UM) is a segregated business unit separate from the brokering, sales and service teams within RSG. If you need additional information about the compensation arrangements for RSG affiliated UM's or producers please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.

© 2017 Ryan Specialty Group, LLC



**A.M. Best Rating: A+ (Superior) ♦ Financial Size Category: XV ♦ Admitted in New Jersey**  
**1000 Howard Blvd. Suite 300, Mt. Laurel, NJ 08054 Phone: (856) 429-9200 Fax: (856) 429-8611**  
**Subject: LAWRENCE GREGORY ERICKSON MD**

**QUOTE**

**Coverage** **Physicians, Surgeons and Dentists Professional Liability - Claims Made**  
**Business Service:** Medical Director - No Direct Patient Care  
**Limits of Liability:** \$1,000,000 Each Claim  
 \$3,000,000 Aggregate  
**Deductible** **No Deductible Applies**  
**Premium:** \$2,500 Flat Rate  
**Retroactive Date:** Inception Professional Liability

**Minimum Retained Premium:** 25% Minimum Retained at Inception  
 This quote is valid 30 days. This quotation may not include all terms and conditions requested.

**TERMS & CONDITIONS**

**Schedule of Forms & Endorsements**

JA10010313 COVER JACKET - ADMIRAL INSURANCE COMPANY  
 DE20300703 PHYSICIANS SURGEONS AND DENTISTS PROFESSIONAL LIABILITY DECLARATIONS  
 EO09541116 PHYSICIANS SURGEONS AND DENTISTS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART  
 AE07210998 MINIMUM RETAINED PREMIUM  
 EO12600813 NON PARTICIPATION DISCLOSURE NOTICE TO POLICY HOLDERS ALL STATES PATIENTS COMPENSATION FUNDS AND INSUREDS WARRANTY OF COMPLIANCE  
 EO10030710 INCIDENT TRIGGER WORDING AMENDED "CLAIM" DEFINITION  
 EO10121107 ABSOLUTE UNSOLICITED COMMUNICATIONS EXCLUSION  
 AI44020818 SERVICE OF SUIT  
 AI66500115 PROFESSIONAL LIABILITY TERRORISM EXCLUSION (ABSOLUTE)

**Subjectivities**

1) Copy of insured's medical director contract.

**COMMENTS**

Acceptable Certificates of Insurance – Unaltered ACORD form only  
 Certificates of Insurance should not be forwarded to Admiral.






## FLUEGEL LAW FIRM P.A.

Donald J. Fluegel \*  
Daniel J. Fluegel  
Benjamin J. Colburn

Attorneys At Law  
999 Westview Drive, Suite 1  
Hastings, MN 55033-2432

Telephone 651-438-9777  
Facsimile 651-438-9775  
www.fluegel.com

To: Honorable Mayor and City Council  
From: Daniel J. Fluegel, City Attorney   
Date: June 11, 2019  
Item: Driving Diversion Program

### **Council Action Requested.**

The City Council is requested to consider and approve the enclosed Driving Diversion Program Services Agreement.

### **Background Information.**

In 2016, the City Council approved as a pilot program the Driving Diversion Program that was initiated by Diversion Solutions, LLC with the State of Minnesota. The program allows individuals who have suspended or revoked driver's licenses as a result of unpaid financial obligations to have their licenses reinstated subject to making and complying with payment plans to get the financial obligations paid. The Minnesota Legislature has now approved the Driving Diversion Program as a permanent program. As such, we will need the attached Driving Diversion Program Services Agreement to be approved by the City Council if we want to continue with this program.

### **Financial Impact.**

There is no cost to the City for enrolling in the program. The City will generally receive \$100.00 of the enrollment fee for each participant, subject to some limitations. We also expect a very modest increase in fine revenue associated with increased collection rates from driver's license citations.

### **Attachments.**

Driving Diversion Program Services Agreement for the City of Hastings.

DAN/ksk

**DRIVING DIVERSION PROGRAM  
SERVICES AGREEMENT  
FOR THE  
CITY OF HASTINGS**

1. **Contractual Agreement** - This Agreement is made and entered into this \_\_\_\_\_ day of June, 2019, by and between the City of Hastings, State of Minnesota, by and through its Prosecuting City Attorney's Office, ("City") and Diversion Solutions, LLC, of 415 Main Street, Red Wing, Minnesota 55066.
2. **Purpose** – The purpose of this Agreement shall be to implement the License Reinstatement Program: "2019 First Special Session Chapter 5 SF8 Sec. 5. [171.2405] LICENSE REINSTATEMENT DIVERSION PROGRAM." **Exhibit A**
3. **Contract Terms** - This Agreement shall be in force until either party exercises the termination clause provided in Section 10.
4. **Definitions:**
  - A. **Participant** – the individual who has enrolled in the Driving Diversion Program voluntarily as part of the City Diversion Program or has otherwise been ordered by the Court or prosecutor to complete the program.
  - B. **Restitution Recovery** – Fines, reinstatement fees, and diversion fees payable by a Participant.
5. **City Duties** – The following is needed for the implementation of the Program:
  - A. Designee will conduct, as needed, authorization of applicants, meet with key Diversion Solutions staff to offer procedural guidance, evaluate program performance, and provide support and direction.
6. **Diversion Solutions Duties** - Diversion Solutions will provide the following services to the City in a timely and efficient manner:
  - A. Operation and management of the driver's license diversion program for participants who would otherwise be involved in the court legal system.
  - B. Perform daily operations and management of all clerical and accounting functions related to individual participant files.
  - C. Manage the collection and disbursement of Restitution Recovery Fees, participant fees and other fees as appropriate.
  - D. Provide necessary responses, correspondence, and follow-up of telephone inquiries to address issues or questions of Participants.
  - E. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. as required by law or requested by the City.
  - F. Conduct classes designed to teach and provide meaningful information and lessons to Participants on licensure, criminal consequences, and other appropriate topics.
  - G. Schedule and conduct all classes necessary for the program, which shall include but not be limited to development of curriculum, provision of appropriate materials, and provision of appropriate space/locations for the classes.

Reports

Maintain and provide records to the City as defined in Exhibit A.

7. Program Operational Fees/Revenue:**Participant Fees**

- |    |  |   |
|----|--|---|
| A. | Program fees based on money owed on citations: |   |
|    | \$250 or less owed                             | \$140.00  |
|    | \$251 - \$500                                  | \$210.00  |
|    | \$501 or more                                  | \$350.00  |
| B. | Failure to attend class                        | \$30 reschedule fee   |
| C. | Reentry if FMR 90                              | \$35 (accepted' did not start program)  |
| D. | Reentry if FMR 2                               | \$150<br>(post class citation, failure to make payment<br>attorney/judge reentry) |
| E. | CC processing fee                              | \$7 per transaction   |

Pilot fee extended to city that previously contracted with Diversion Solutions and now under this contract: For each program fee paid in full, \$100.00 of the fee will be paid to County and \$250.00 will be retained by Diversion Solutions. No fee shall be paid from a participant that qualifies for discount under the License Reinstatement Program Subd. 4. (b).

8. Non-Compete – During the term of this agreement, the City shall not establish a competing program or any other similar program that addresses driver's license diversions.

9. CITY has no Financial Liability - It is understood and agreed by and between the parties that Diversion Solutions will bear all financial liability for all aspects of its operations under this Agreement.

10. Termination of this Agreement:

- A. This Agreement may be terminated at any time, without cause, by either party upon 30 days written notice to the authorized agent of the City or Diversion Solutions.
- B. This Agreement may be immediately terminated by the City at any time if the City determines that Diversion Solutions is acting, or has acted at any time during the term of this Agreement, in violation of state or federal law.

11. Amendments or Material Modifications - All amendments or modifications to this Agreement must be in writing and approved by both parties.

12. No CITY Obligation - Diversion Solutions and Participants who participate in this program fully understand that the program is a public service, and the City is held harmless and has no liability to make recovery or obligation to take criminal action against Participant(s).

13. Criminal Action – Diversion Solutions acknowledges, and will advise all Participants that, the City Attorney's Office may reinstate prosecution of the citation which brought the Participant(s) to the program if the Participant fails to participate or complete the program.

14. Hold Harmless and Indemnification:

- A. Diversion Solutions shall save and protect, hold harmless, indemnify and defend the City, its officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from, or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of Diversion Solutions and its employees and agents, in the performance of this Agreement.

15. **Independent Contractor:**
- A. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Diversion Solutions shall at all times remain an independent contractor with respect to the services to be provided under this agreement.
- B. The City shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance, and workers' compensation insurance for any and all of Diversion Solutions employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly Diversion Solutions' responsibility.
16. **Subcontractor** - Diversion Solutions shall not subcontract any portion of the work to be performed under this Agreement without prior written approval of City. Diversion Solutions reserves the right to assign this agreement with written City approval.
17. **Data Practices** - Diversion Solutions agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Diversion Solutions will immediately report to the department head signing this agreement any request from a third party for information relating to this agreement. The City agrees to promptly respond to inquiries from Diversion Solutions concerning data requests. Diversion Solutions agrees to hold the City, its officers and employees harmless from any claims resulting from the Diversion Solution's unlawful disclosure or use of data protected under state and federal laws.
18. **Compliance with the Law** - Diversion Solutions agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disabilities, religion, and with sexual harassment. The City agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this Agreement.
19. **Entire Agreement** - This entire Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other Agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provisions contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this Agreement.
20. **Audits and Inspections** - The City Attorney's office or designated representative or other governmental agency exercising regulatory function over the City's business activities, while exercising reasonable, non-disruptive procedures, may inspect Diversion Solutions records at any time at City expense.
21. **Notice** - Any notice to be given hereafter by either party to the other, shall be in writing and may be affected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, to each of the party's respective address.
22. **Insurance** - Diversion Solutions and or its subcontractors agree to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provisions that follow:

- A. **Workers' Compensation:** Workers' Compensation insurance in compliance with all applicable statutes.
- B. **Auto Insurance** – Owned and unowned
- C. **General Liability:** "Commercial General Liability Insurance" (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an "occurrence," rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground hazards shall **not** be included.  
Such a policy shall name the City as an additional insured thereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the City, which other insurance of the City, if any, shall apply in excess of Diversion Solutions insurance and not contributed therewith. Diversion Solutions agrees to maintain Products-Complete Operations coverage on a continuing basis for a period of at least two years after date of completion

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least \$2,000,000 (two million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by an Umbrella or Excess Liability Policy (or policies), provided that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the CITY is included as an additional insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed \$10,000.

D. **Professional Liability:**

Liability Insurance in the amount of at least \$1,000,000 Each Occurrence (or "Wrongful Act" or equivalent) and if applicable, Aggregate, covering Diversion Solutions Liability for negligent acts, errors, or omissions in the performance of professional services in connection with this Agreement. Diversion Solutions Professional Liability Insurance may afford coverage on an occurrence basis or on a claims-made basis. It is, however, acknowledged and agreed by Diversion Solutions, that under claims-made coverage, changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the City hereunder. Diversion Solutions therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the City could result; and further, that it will exercise its right under any Extended Reporting Period ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

Diversion Solutions further agrees that it will, keep required coverage and for an additional period of two (2) years following cancellation of this agreement, immediately:

(a) advise the City of any intended or pending change in Professional Liability insurance or in policy forms, and provide the City with all pertinent information that the City may reasonably request to determine compliance with this paragraph; and (b) advise the City of any claims or threat of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of the City.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above

Diversion Solutions, LLC  
415 Main Street  
Red Wing, MN 55066

City of Hastings  
101 4<sup>th</sup> Street East  
Hastings MN 55033

By \_\_\_\_\_  
(Scott Adkisson – CEO)

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

By \_\_\_\_\_  
Julie Flaten, City Clerk

## 2019 First Special Session Chapter 5 SF8

### Sec. 5. [171.2405] LICENSE REINSTATEMENT DIVERSION PROGRAM.

#### Subdivision 1. Establishment.

(a) A CITY or City may establish a license reinstatement diversion program for holders of class D drivers' licenses who have been charged with violating section 171.24, subdivision 1 or 2. An individual charged with driving after revocation under section 171.24, subdivision 2, is eligible for diversion only if the revocation was due to a violation of section 169.791; 169.797; 169A.52; 169A.54; 171.17, subdivision 1, paragraph (a), clause (6); or 171.177. An individual who is a holder of a commercial driver's license or who has committed an offense in a commercial motor vehicle is not eligible to participate in the diversion program. Nothing in this section authorizes the issuance of a driver's license to a diversion program participant during the underlying suspension or revocation period at issue in the violation of section 171.24, subdivision 1 or 2.

(b) Notwithstanding any law or ordinance to the contrary, a CITY or City may contract with a third party to create and administer the diversion program under this section. Any participating CITY or City, at its own expense, may request an audit of the administrator.

(c) For purposes of this section, "administrator" means the CITY, City, or administrator of the program.

#### Subd. 2. Diversion of an individual.

(a) A prosecutor for a participating CITY or City may determine whether to accept an individual for diversion. When making the determination, the prosecutor must consider:

- (1) whether the individual has a record of driving without a valid license or other criminal record, or has previously participated in a diversion program;
- (2) the strength of the evidence against the individual, along with any mitigating factors; and
- (3) the apparent ability and willingness of the individual to participate in the diversion program and comply with program requirements.

(b) A CITY or City attorney may request that an individual be reviewed for a diversion program without a formal CITY or City diversion program being established. The CITY or City attorney must follow the requirements of subdivisions 1 and 2 and may submit the individual's application to an administrator for processing in collaboration with DVS to determine if an individual is eligible for approval into the diversion program. The participant must meet the requirements in subdivision 4.

(c) A judge may submit a request for an individual to apply for entry into a diversion program under subdivisions 1 and 2. The participant must meet the requirements in subdivision 4.

Subd. 3. Diversion driver's license.

(a) Notwithstanding any law to the contrary, the commissioner may issue a diversion driver's license to a person who is a participant in a diversion program, after receiving an application and payment of:

(1) the reinstatement fee under section 171.20, subdivision 4, by a participant whose driver's license has been suspended;

(2) the reinstatement fee under section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under section 169.791; 169.797; or 171.17, subdivision 1, paragraph (a), clause (6); or

(3) the reinstatement fee under section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under section 169A.52, 169A.54, or 171.177. The reinstatement fee and surcharge under section 171.29, subdivision 2, paragraph (b), must also be paid during the course of and as a condition of the diversion program.

(b) The commissioner may impose restrictions on a diversion driver's license that are suitable to the licensee's driving ability or applicable to the licensee as the commissioner deems appropriate to ensure the safe operation of a motor vehicle by the licensee. The participant must follow all requirements of this section, the requirements set out by DVS and court restrictions.

(c) Payments made by participants in the diversion program of the reinstatement fee and surcharge under section 171.29, subdivision 2, paragraph (b), must be applied first toward payment of the reinstatement fee and, after the reinstatement fee has been fully paid, toward payment of the surcharge. Each payment that is applied toward the reinstatement fee must be credited as provided in section 171.29, subdivision 2, paragraph (b), and each payment that is applied toward the surcharge must be credited as provided in section 171.29, subdivision 2, paragraphs (c) and (d). After the reinstatement fee and surcharge are satisfied, the participant must pay the program participation fee.

(d) Notwithstanding any law to the contrary, a diversion driver's license issued to a participant in the program must not be revoked or suspended for convictions entered due to payments made under subdivision 4.



Subd. 4. Program components.

(a) At a minimum, the diversion program must require individuals to:

- (1) successfully attend and complete, at the individual's expense, educational classes that provide, among other things, information on driver's licensure;
- (2) pay to the administrator, under a schedule approved by the prosecutor, all required related fees, fines, and charges, including applicable statutory license reinstatement fees and costs of participation in the program;
- (3) comply with all traffic laws; and
- (4) demonstrate compliance with motor vehicle insurance requirements.

(b) Individuals whose underlying citations cost less than \$250 shall receive a 60 percent discount on the diversion program fee. Individuals whose underlying citations cost \$250 to \$500 shall receive a 40 percent discount on the diversion program fee.

Subd. 5. Termination of participation; reinstatement of driver's license.

(a) An individual's participation in the diversion program must be terminated if:

- (1) the individual is found guilty of a moving traffic violation;
- (2) the individual fails to provide proof of vehicle insurance; or
- (3) the administrator of the diversion program informs the commissioner that the individual is no longer satisfying the conditions of the diversion program.

(b) The commissioner must cancel an individual's diversion driver's license upon receiving notice from the administrator that the individual is not complying with the requirements of the program.

(c) The original charge against the individual of a violation of section 171.24 may be reinstated against an individual whose participation in the diversion program terminates under paragraph (a), clause (1) or (2).

(d) If an individual satisfies all requirements of the diversion program, including, at a minimum, satisfactory fulfillment of the components under subdivision 4, the administrator must inform the court, the prosecutor, and the commissioner of the individual's satisfactory completion of the diversion program.

(e) Upon receiving notice under paragraph (d), the commissioner must reinstate the individual's driver's license.

(f) Upon receiving notice under paragraph (d), the court must dismiss the charge or the prosecutor must decline to prosecute the individual.

Subd. 6. Fees held on termination of participant.

(a) Upon termination of the participant in the program under subdivision 5, where there are any held funds and only after the administrator has made payouts on citations and fees, the third-party administrator shall hold remaining participant fees for 12 months from the date of termination under subdivision 5, paragraph (a), clause (1) or (2).

(b) A participant who meets DVS requirements to re-enter the diversion program may use held funds to pay fees to be reinstated into the program.

(c) After 12 months, the administrator shall retain the funds for the work performed during the participant's enrollment period, prior to the participant's termination date in the diversion program.

Subd. 7. Biennial report.

(a) By February 1 of each even-numbered year, the administrator must report on each CITY and City that participated in the diversion program and provide a report to each participating CITY and City, the commissioner, and the legislative committees with jurisdiction over transportation and the judiciary concerning the results of the program. The report must be made available electronically and, upon request, in print. The report must include, without limitation, the effect of the program on:

- (1) recidivism rates for participants in the diversion program;
- (2) the number of participants who successfully completed the program;
- (3) the amount charged to individuals for program fees;
- (4) payment of the fees and fines collected in the diversion program to cities, counties, and the state;
- (5) the total amount of money collected from participants in the program;
- (6) the total amount of money, by category, paid or applied to reinstatement;
- (7) educational support provided to participants in the diversion program;
- (8) the total number of participants in the diversion program;
- (9) the total number of participants terminated from the program under subdivision 5, paragraph (a), clauses (1) to (3);

(10) the reimbursement policy for all payments listed under clause (4); and

(11) the amount of all payments listed under clause (4) retained from participants who were terminated from the program.

(b) The report must include all recommendations made by cities or counties regarding the future of the program and any necessary or suggested legislative changes.

#### EFFECTIVE DATE.

This section is effective July 1, 2019. A CITY or City participating in the diversion program may accept an individual into the program until June 30, 2019. The third party administering the diversion program may collect and disperse fees collected pursuant to Minnesota Statutes, section 171.2405, subdivision 6, paragraph (a), clause (2), through June 30, 2019.

Sec. 6. Laws 2009, chapter 59, article 3, section 4, subdivision 9, as amended by Laws 2010, chapter 197, section 1, Laws 2011, chapter 87, section 1, subdivision 9, Laws 2013, chapter 127, section 60, and Laws 2017, chapter 95, article 3, section 29, is amended to read:

Subd. 9. Sunset; transition.

A CITY or City participating in this pilot program may accept an individual for diversion into the pilot program until June 30, 2019. and the third party administering the diversion program may collect and disburse fees collected pursuant to subdivision 6, paragraph (a), clause (2), through December 31, 2020 until the day following the date the permanent diversion program established under Minnesota Statutes, section 171.2405, is effective, at which time the pilot program under this section expires. An individual participating in but who has not completed the pilot program on the date the pilot program expires is automatically transferred and enrolled in the permanent diversion program under Minnesota Statutes, section 171.2405, and credited for any fees paid or activities completed under the pilot program.

#### EFFECTIVE DATE.

This section is effective the day following final enactment.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Melanie Lammers, Finance Manager**  
**Date: June 17, 2019**  
**Item: Set Sale Date for Issuance of Bonds**

**Council Action Requested:**

Approve the sale date as July 15, 2019 for \$3,935,000 of General Obligation Bonds, as well as corresponding resolution.

**Background Information:**

These bonds are for the financing of various street improvement projects within the City, including Louis Lane neighborhood and Bohlken Drive/31<sup>st</sup> West neighborhood. These obligations will be sold by a competitive negotiated sale in accordance with Minnesota Statutes, Chapters 429, 444, and 475. The rating of these bonds will take place the week of June 24<sup>th</sup>, 2019.

**Financial Impact:**

Bonds and interest payments are factored into the City's debt structure.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

Resolution

Finance Plan

EXTRACT OF MINUTES OF A MEETING  
OF THE CITY COUNCIL  
CITY OF HASTINGS, MINNESOTA

HELD: June 17, 2019

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Hastings, Dakota and Washington Counties, Minnesota, was duly held at the City Hall on June 17, 2019, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$3,935,000 General Obligation Bonds, Series 2019A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

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

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF  
GENERAL OBLIGATION BONDS, SERIES 2019A

A. WHEREAS, the City Council of the City of Hastings, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue General Obligation Bonds, Series 2019A (the "Bonds") to finance various improvement projects in the City; and

B. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent municipal advisor and is therefore authorized to sell the Bonds by competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

C. WHEREAS, the City has retained Briggs and Morgan, Professional Association, in Minneapolis, Minnesota as its bond counsel for purposes of this financing.

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

1. Authorization. The City Council hereby authorizes Northland to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting: Proposal Opening. The City Council shall meet at the time and place specified in the Notice of Sale, in substantially the form attached hereto as Exhibit A, for the purpose of considering sealed proposals for and awarding the sale of the Bonds. The Finance Manager, or designee, shall open proposals at the time and place specified in the Notice of Sale.

3. Notice of Sale. The terms and conditions of the Bonds and the negotiation thereof are in substantially in the form set forth in the Notice of Sale attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the competitive negotiated sale of the Bonds, the Finance Manager and other officers or employees of the City are hereby authorized to cooperate with Northland and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTIES OF DAKOTA AND WASHINGTON  
CITY OF HASTINGS

I, the undersigned, being the duly qualified and acting Clerk of the City of Hastings, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$3,935,000 General Obligation Bonds, Series 2019A.

WITNESS my hand on June 17, 2019.

\_\_\_\_\_  
Clerk

**EXHIBIT A**

**NOTICE OF SALE**

\$3,935,000\*  
GENERAL OBLIGATION BONDS, SERIES 2019A

CITY OF HASTINGS, MINNESOTA  
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

**TIME AND PLACE:**

Proposals (also referred to herein as “bids”) will be opened by the City’s Finance Manager, or designee, on Monday, July 15, 2019, at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the City’s “Municipal Advisor”), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Monday, July 15, 2019 at 7:00 P.M., CT.

**SUBMISSION OF PROPOSALS**

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4945, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Monday, July 15, 2019. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2<sup>nd</sup> floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

**BOOK-ENTRY SYSTEM**

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

---

\* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.



Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through U.S. Bank, National Association, St. Paul, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

**DATE OF ORIGINAL ISSUE OF BONDS**

Date of Delivery (Estimated to be August 8, 2019)

**AUTHORITY/PURPOSE/SECURITY**

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444 and 475. Proceeds will be used to finance an improvement project and a water project, and to pay costs associated with the issuance of the Bonds. The Bonds are payable from special assessments levied against benefited property, net revenues of the City’s water utility, and additionally secured by ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

**INTEREST PAYMENTS**

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2020, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding such interest payment date.

**MATURITIES**

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$330,000	2026	\$395,000
2022	370,000	2027	410,000
2023	380,000	2028	415,000
2024	385,000	2029	425,000
2025	390,000	2030	435,000

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

**INTEREST RATES**

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *Rates must be in level or ascending order.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

**ESTABLISHMENT OF ISSUE PRICE**

**(HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)**

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or

equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

**Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.**

In the event that the competitive sale requirements are not satisfied, the City shall promptly so advise the winning bidder. The City may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the "Hold-the-Offering-Price Rule"). Bids will **not** be subject to cancellation in the event that the City determines to apply the Hold-the-Offering-Price Rule to the Bonds. **Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the **earlier** of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the "10% Test"), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.

The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, and that no underwriter shall be liable for the

failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to comply with the Hold-the-Offering-Price Rule, if applicable if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of Bonds that to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public, and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

*Notes: Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:*

- (1) “public” means any person other than an underwriter or a related party,*
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).*
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and*
- (4) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.*

**ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS**

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**OPTIONAL REDEMPTION**

Bonds maturing on February 1, 2029 and 2030 are subject to redemption and prepayment at the option of the City on February 1, 2028 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

**CUSIP NUMBERS**

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

**DELIVERY**

Delivery of the Bonds will be within forty days after award, subject to an approving legal opinion by Briggs and Morgan, Professional Association, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

**TYPE OF PROPOSAL**

Proposals of not less than \$3,895,650 (99.00%) and accrued interest on the principal sum of \$3,935,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Melanie Lammers, Finance Manager  
Hastings City Hall  
101 4<sup>th</sup> Street East  
Hastings, Minnesota 55033

A good faith deposit (the "Deposit") in the amount of \$78,700 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

### **AWARD**

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

### **INFORMATION FROM SUCCESSFUL BIDDER**

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

### **OFFICIAL STATEMENT**

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

### **FULL CONTINUING DISCLOSURE UNDERTAKING**

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

### **BANK QUALIFICATION**

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

### **BOND INSURANCE AT UNDERWRITER'S OPTION**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: June 17, 2019

BY ORDER OF THE HASTINGS, MINNESOTA CITY COUNCIL

/s/ Melanie Lammers  
Finance Manager

Additional information may be obtained from:

Northland Securities, Inc.  
150 South 5<sup>th</sup> Street, Suite 3300  
Minneapolis, Minnesota 55402  
Telephone No.: 612-851-5900

## EXHIBIT A

*(ISSUE PRICE CERTIFICATE – COMPETITIVE SALE SATISFIED)*

The undersigned, on behalf of \_\_\_\_\_ (the "Underwriter"), hereby certifies as set forth below with respect to the sale of the General Obligation Bonds, Series 2019A (the "Bonds") of the City of Hastings, Minnesota (the "Issuer").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in **Schedule A** (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as **Schedule B** is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Briggs and Morgan, Professional Association, Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: \_\_\_\_\_, 2019.

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

*(ISSUE PRICE CERTIFICATE – HOLD THE PRICE)*

The undersigned, on behalf of \_\_\_\_\_ (the "Underwriter"), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of General Obligation Bonds, Series 2019A (the "Bonds") of the City of Hastings, Minnesota (the "Issuer").

1. Initial Offering Price of the Bonds.

(a) The Underwriter offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. Defined Terms.

(a) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_), or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2019.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).



The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Briggs and Morgan, Professional Association, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: \_\_\_\_\_, 2019

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

# Finance Plan

Hastings, Minnesota

\$3,935,000

General Obligation Bonds, Series 2019A

June 17, 2019



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

[www.northlandsecurities.com](http://www.northlandsecurities.com)

Member FINRA and SIPC | Registered with SEC and MSRB

## Contents

<b>Executive Summary .....</b>	<b>3</b>
<b>Issue Overview .....</b>	<b>4</b>
Purpose .....	4
Authority .....	4
Structure .....	4
Security and Source of Repayment .....	4
Plan Rationale .....	5
Issuing Process .....	5
<b>Attachment 1 - Preliminary Debt Service Schedules.....</b>	<b>6</b>
Total Combined 2019A Bonds .....	6
Improvement Portion.....	7
Water Portion.....	8
<b>Attachment 2 - Estimated Levy Schedules.....</b>	<b>9</b>
Improvement Portion.....	9
<b>Attachment 3 - Related Considerations .....</b>	<b>10</b>
Bank Qualification .....	10
Arbitrage Compliance.....	10
Continuing Disclosure.....	10
Premiums .....	11
Rating.....	11
<b>Attachment 4 - Calendar of Events .....</b>	<b>12</b>
<b>Attachment 5 - Risk Factors.....</b>	<b>13</b>

## Executive Summary

The following is a summary of the recommended terms for the issuance of \$3,935,000 General Obligation Bonds, Series 2019A (the "Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 – Related Considerations.

<b>Purpose</b>	Proceeds from the Bonds will be used to finance an improvement project and a water project, and to pay costs associated with the issuance of the Bonds.
<b>Security</b>	The Bonds will be a general obligation of the City. The City will pledge special assessments collected from benefitted properties for payment on the Improvement Portion of the Bonds, and net revenues of the water utility on the Revenue Portion of the Bonds.
<b>Repayment Term</b>	The Bonds will mature annually each February 1 in the years 2021 through 2030. Interest on the Bonds will be payable on August 1, 2020 and semiannually thereafter on each February 1 and August 1.
<b>Estimated Interest Rate</b>	Average coupon: 2.07% True interest cost (TIC): 2.24%
<b>Prepayment Option</b>	Bonds maturing on and after February 1, 2029 will be subject to redemption on February 1, 2028 and any day thereafter at a price of par plus accrued interest.
<b>Rating</b>	A rating will be requested from Standard & Poor's Rating Agency. The City's general obligation debt is currently rated "AA" by S&P.
<b>Tax Status</b>	The Bonds will be tax-exempt, bank qualified obligations.
<b>Risk Factors</b>	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.
<b>Type of Bond Sale</b>	Public Sale – Competitive Bids
<b>Proposals Received</b>	Monday, July 15, 2019 @ 10:30 A.M.
<b>Council Consideration</b>	Monday July 15, 2019 @ 7:00 P.M.

## Issue Overview

### Purpose

Proceeds from the Bonds will be used to finance the following projects (together, the “Projects”):

- an improvement project, which includes Louis Lane neighborhood and Bohlken Drive/31<sup>st</sup> Street West neighborhood (the “Improvement Portion”),
- a water project, which also includes Louis Lane neighborhood and Bohlken Drive/31<sup>st</sup> Street West neighborhood (the “Revenue Portion”).

Proceeds will also be used to pay costs associated with issuing the Bonds. The Bonds have been sized based on estimates provided by City Staff and the City engineer. The table below contains the sources and uses of funds for the bond issue.

	Street Improvements	Water	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$3,120,000.00	\$815,000.00	\$3,935,000.00
<b>Total Sources</b>	<b>\$3,120,000.00</b>	<b>\$815,000.00</b>	<b>\$3,935,000.00</b>
<b>Uses Of Funds</b>			
Deposit to Project Construction Fund	3,056,300.00	800,000.00	3,856,300.00
Total Underwriter's Discount (1.000%)	31,200.00	8,150.00	39,350.00
Costs of Issuance	30,272.33	7,907.67	38,180.00
Rounding Amount	2,227.67	(1,057.67)	1,170.00
<b>Total Uses</b>	<b>\$3,120,000.00</b>	<b>\$815,000.00</b>	<b>\$3,935,000.00</b>

### Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 429, 444, and 475.

Under Chapter 429, an Improvement means any type of improvement made under authority granted by section 429.021, which includes, but is not limited to, improvements to streets and sidewalks, storm and sanitary sewer systems, and street lighting systems.

Before issuing bonds under Chapter 429, the City must hold a public hearing on the Improvements and the proposed bonds, and must then pass a resolution ordering the improvements by at least a 4/5 majority. Public hearings have been held for the Improvement Portion on February 19, 2019 and all corresponding resolutions have passed with a 4/5 majority.

### Structure

The Improvement Portion has been structured over 10 years, with relatively level annual debt service payments. The Revenue Portion has also been structured over 10 years, with relatively level annual debt service payments.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1 and the estimated levies are illustrated in Attachment 2.

### Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Special Assessments. The City is expected to levy special assessments against benefited properties in the amount of \$1,795,991.67 for the Improvement Portion of the Bonds. The assessments will be payable over 10 years, with an interest rate of 1.50% over the average coupon on the Improvement Portion of the Bonds (currently estimated to be 3.60%) and structured for level annual payments of principal and interest. The plan assumes that the assessments will be levied in 2019 for initial payment in 2020.
- Utility Revenues. Net revenues of the City's water utility will be pledged for payment of the Revenue Portion of the Bonds. The City will covenant to adopt water rates and charges that are sufficient to produce net revenues equal to at least 105% of the debt service requirements on the Revenue Portion of the Bonds. In the event there is a deficiency in the amount of net revenues available for payment of debt service, the City may levy taxes to cover the insufficiency, but only on a temporary basis until rates are adjusted.
- Property Taxes. The remaining revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show an average annual tax levy of approximately \$151,491 is needed to produce the statutory requirement of 105% of debt service, after accounting for assessments and utility revenues. The levy may be adjusted annually based on actual special assessment collections and additional monies in the debt service fund. The initial tax levy will be made in 2019 for taxes payable in 2020.

### **Plan Rationale**

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

### **Issuing Process**

Northland will receive bids to purchase the Bonds on Monday, July 15, 2019 at 10:30 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

**Municipal Advisor:** Northland Securities, Inc., Minneapolis, Minnesota

**Bond Counsel:** Briggs & Morgan P.C., Minneapolis, Minnesota

**Paying Agent:** U.S. Bank, National Association, St. Paul, Minnesota

## Attachment 1 - Preliminary Debt Service Schedules

### Total Combined 2019A Bonds

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/08/2019	-	-	-	-	-
08/01/2020	-	-	76,828.98	76,828.98	-
02/01/2021	330,000.00	1.800%	39,176.25	369,176.25	446,005.23
08/01/2021	-	-	36,206.25	36,206.25	-
02/01/2022	370,000.00	1.800%	36,206.25	406,206.25	442,412.50
08/01/2022	-	-	32,876.25	32,876.25	-
02/01/2023	380,000.00	1.850%	32,876.25	412,876.25	445,752.50
08/01/2023	-	-	29,361.25	29,361.25	-
02/01/2024	385,000.00	1.850%	29,361.25	414,361.25	443,722.50
08/01/2024	-	-	25,800.00	25,800.00	-
02/01/2025	390,000.00	1.900%	25,800.00	415,800.00	441,600.00
08/01/2025	-	-	22,095.00	22,095.00	-
02/01/2026	395,000.00	1.950%	22,095.00	417,095.00	439,190.00
08/01/2026	-	-	18,243.75	18,243.75	-
02/01/2027	410,000.00	2.000%	18,243.75	428,243.75	446,487.50
08/01/2027	-	-	14,143.75	14,143.75	-
02/01/2028	415,000.00	2.100%	14,143.75	429,143.75	443,287.50
08/01/2028	-	-	9,786.25	9,786.25	-
02/01/2029	425,000.00	2.200%	9,786.25	434,786.25	444,572.50
08/01/2029	-	-	5,111.25	5,111.25	-
02/01/2030	435,000.00	2.350%	5,111.25	440,111.25	445,222.50
<b>Total</b>	<b>\$3,935,000.00</b>	<b>-</b>	<b>\$503,252.73</b>	<b>\$4,438,252.73</b>	<b>-</b>

#### Date And Term Structure

Dated	8/08/2019
Delivery Date	8/08/2019
First available call date	2/01/2028
Call Price	100.000%

#### Yield Statistics

Bond Year Dollars	\$24,325.99
Average Life	6.182 Years
Average Coupon	2.0687866%
Net Interest Cost (NIC)	2.2305477%
True Interest Cost (TIC)	2.2388786%
All Inclusive Cost (AIC)	2.4119643%

\*Assumes "AA" Rates as of June 7, 2019, plus 0.25%.

## Improvement Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/08/2019	-	-	-	-	-
08/01/2020	-	-	60,914.56	60,914.56	-
02/01/2021	260,000.00	1.800%	31,061.25	291,061.25	351,975.81
08/01/2021	-	-	28,721.25	28,721.25	-
02/01/2022	295,000.00	1.800%	28,721.25	323,721.25	352,442.50
08/01/2022	-	-	26,066.25	26,066.25	-
02/01/2023	300,000.00	1.850%	26,066.25	326,066.25	352,132.50
08/01/2023	-	-	23,291.25	23,291.25	-
02/01/2024	305,000.00	1.850%	23,291.25	328,291.25	351,582.50
08/01/2024	-	-	20,470.00	20,470.00	-
02/01/2025	310,000.00	1.900%	20,470.00	330,470.00	350,940.00
08/01/2025	-	-	17,525.00	17,525.00	-
02/01/2026	315,000.00	1.950%	17,525.00	332,525.00	350,050.00
08/01/2026	-	-	14,453.75	14,453.75	-
02/01/2027	325,000.00	2.000%	14,453.75	339,453.75	353,907.50
08/01/2027	-	-	11,203.75	11,203.75	-
02/01/2028	330,000.00	2.100%	11,203.75	341,203.75	352,407.50
08/01/2028	-	-	7,738.75	7,738.75	-
02/01/2029	335,000.00	2.200%	7,738.75	342,738.75	350,477.50
08/01/2029	-	-	4,053.75	4,053.75	-
02/01/2030	345,000.00	2.350%	4,053.75	349,053.75	353,107.50
<b>Total</b>	<b>\$3,120,000.00</b>	<b>-</b>	<b>\$399,023.31</b>	<b>\$3,519,023.31</b>	<b>-</b>

### Date And Term Structure

Dated	8/08/2019
Delivery Date	8/08/2019
First available call date	2/01/2028
Call Price	100.000%

### Yield Statistics

Bond Year Dollars	\$19,289.33
Average Life	6.182 Years
Average Coupon	2.0686216%
Net Interest Cost (NIC)	2.2303690%
True Interest Cost (TIC)	2.2386981%
All Inclusive Cost (AIC)	2.4117646%



## Water Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/08/2019	-	-	-	-	-
08/01/2020	-	-	15,914.42	15,914.42	-
02/01/2021	70,000.00	1.800%	8,115.00	78,115.00	94,029.42
08/01/2021	-	-	7,485.00	7,485.00	-
02/01/2022	75,000.00	1.800%	7,485.00	82,485.00	89,970.00
08/01/2022	-	-	6,810.00	6,810.00	-
02/01/2023	80,000.00	1.850%	6,810.00	86,810.00	93,620.00
08/01/2023	-	-	6,070.00	6,070.00	-
02/01/2024	80,000.00	1.850%	6,070.00	86,070.00	92,140.00
08/01/2024	-	-	5,330.00	5,330.00	-
02/01/2025	80,000.00	1.900%	5,330.00	85,330.00	90,660.00
08/01/2025	-	-	4,570.00	4,570.00	-
02/01/2026	80,000.00	1.950%	4,570.00	84,570.00	89,140.00
08/01/2026	-	-	3,790.00	3,790.00	-
02/01/2027	85,000.00	2.000%	3,790.00	88,790.00	92,580.00
08/01/2027	-	-	2,940.00	2,940.00	-
02/01/2028	85,000.00	2.100%	2,940.00	87,940.00	90,880.00
08/01/2028	-	-	2,047.50	2,047.50	-
02/01/2029	90,000.00	2.200%	2,047.50	92,047.50	94,095.00
08/01/2029	-	-	1,057.50	1,057.50	-
02/01/2030	90,000.00	2.350%	1,057.50	91,057.50	92,115.00
<b>Total</b>	<b>\$815,000.00</b>	<b>-</b>	<b>\$104,229.42</b>	<b>\$919,229.42</b>	<b>-</b>

### Date And Term Structure

Dated	8/08/2019
Delivery Date	8/08/2019
First available call date	2/01/2028
Call Price	100.000%

### Yield Statistics

Bond Year Dollars	\$5,036.65
Average Life	6.180 Years
Average Coupon	2.0694184%
Net Interest Cost (NIC)	2.2312322%
True Interest Cost (TIC)	2.2395699%
All Inclusive Cost (AIC)	2.4127291%

## Attachment 2 – Estimated Levy Schedules

### Improvement Portion

Date	Total P+I	105% Levy	Less: Special Assessment Revenue*	Net Levy	Levy Year	Collection Year
02/01/2020	-	-	-	-		
02/01/2021	351,975.81	369,574.60	218,006.06	151,568.54	2019	2020
02/01/2022	352,442.50	370,064.63	218,006.06	152,058.57	2020	2021
02/01/2023	352,132.50	369,739.13	218,006.06	151,733.07	2021	2022
02/01/2024	351,582.50	369,161.63	218,006.06	151,155.57	2022	2023
02/01/2025	350,940.00	368,487.00	218,006.05	150,480.95	2023	2024
02/01/2026	350,050.00	367,552.50	218,006.06	149,546.44	2024	2025
02/01/2027	353,907.50	371,602.88	218,006.06	153,596.82	2025	2026
02/01/2028	352,407.50	370,027.88	218,006.06	152,021.82	2026	2027
02/01/2029	350,477.50	368,001.38	218,006.06	149,995.32	2027	2028
02/01/2030	353,107.50	370,762.88	218,006.06	152,756.82	2028	2029
<b>Total</b>	<b>\$3,519,023.31</b>	<b>\$3,694,974.48</b>	<b>\$2,180,060.59</b>	<b>\$1,514,913.89</b>		

\*Special assessment revenue is based on assessments totaling \$1,795,991.67 assessed at a rate of 3.60% (1.50% over the average coupon), with equal annual payments.

---

## Attachment 3 – Related Considerations

### Bank Qualification

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

### Arbitrage Compliance

Project/Construction Fund. All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "18 month spending exemption."

Debt Service Fund. The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

### Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices and issuance of "financial obligations" (such as USDA loans, Public Finance Authority loans, and lease agreements), must be reported within ten days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

**Premiums**

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff prior to the sale day to determine use of premium (if any). A consideration for use of premium is the bank qualification of the Bonds.

**Rating**

A rating will be requested from Standard and Poor's Rating Agency. The City's general obligation debt is currently rated "AA" by S&P. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

### Attachment 4 - Calendar of Events

The following checklist of items denotes each milestone activity as well as the members of the finance team who will have the responsibility to complete it. *Please note this proposed timetable assumes regularly scheduled City Council meetings.*

May 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Date	Action	Responsible Party
June 10	Set Sale Resolution and Finance Plan Sent to City	Northland, Bond Counsel
June 11	Rating Request sent to S&P. Preliminary Official Statement Sent to City for Sign Off	Northland, City
June 17	Set Sale Resolution Adopted and Review of Finance Plan	Northland, Bond Counsel, <b>City Council Action</b>
Week of June 17 or June 24	Rating Call	Northland, City, Rating Agency
Week of July 1	Rating Received	Northland, City, Rating Agency
July 8	Awarding Resolution sent to City	Northland, Bond Counsel
July 15	Bond Sale at 10:30 a.m.  Bond Proposal Signed and Awarding Resolution adopted - 7:00 p.m.	Northland, <b>City Council Action</b>
August 8	Closing on the Bonds (Proceeds Available)	Northland, City Staff, Bond Counsel

---

## **Attachment 5 - Risk Factors**

**Property Taxes:** Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

**Special Assessments:** Special assessments for the financed projects have not been levied at this time. This Finance Plan is based on the assumptions listed earlier in this report. Changes in the terms and timing for the actual assessments will alter the projected flow of funds for payment of debt service on the Bonds. Also, special assessments may be prepaid. It is likely that the income earned on the investment of prepaid assessments will be less than the interest paid if the assessments remained outstanding. Delinquencies in assessment collections would reduce revenues needed to pay debt service. The collection of deferred assessments, if any, has not been included in the revenue projections. Projected assessment income should be reviewed annually and adjusted as needed.

**Utility Revenues:** The City pledges the net revenues of the water utility to the payment of principal and interest on the Bonds. The failure to adjust rates and charges as needed and the loss of significant customers will affect available net revenues. If the net revenues are insufficient, the City is required to levy property taxes or use other revenues to cover the deficiency. Property taxes can only be used on a temporary basis and may not be an ongoing source of revenue to pay debt service.

**General:** In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.



## ***City Council Memorandum***

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

**From:** Megan White, Human Resources Technician

**Date:** June 17, 2019

**Item:** Energy Action Plan

**Council Action Requested:** Council is asked to support the Energy Action Plan as presented by staff, Xcel Energy and members of the Energy Action Team.

**Background Information:** The City of Hastings applied to be a part of Xcel Energy's Partners in Energy in November of 2017, we were accepted in February of 2018 and workshops began in June of 2018. The Energy Action Team members consisted of residents from Hastings, City Staff, and Councilmember Tina Folch. Along with representatives from Xcel Energy, Dakota Electric, Citizens Utility Board, Hastings Environmental Protectors, CenterPoint Energy, Chamber of Commerce, and local businesses.

The Energy Action Team and Partners in Energy held five workshops and one focus group to discuss energy focused areas, energy concerns, and what can be done to reduce energy use in the community. The team brainstormed goals they would like to see the community improve on & developed a plan to reach those goals. The three focus areas the team decided on were; Resident Energy Use, Business Energy Use, and Electric Vehicles. The Energy Action Plan outlines actions the team thought would have the greatest impact on their respected focus areas.

Over the next 18 months, the Energy Action Plan will be put into implementation. The City's main role and objective in the implementation process is to share energy saving information and programs with residents and with the partners the city has gained through this process. Information will be shared through our website, social media, newsletters, and other outreach materials. Marketing materials are provided by the Partners in Energy team. A portion of the plan will require the community to be engaged, these will be called Community Calls to Action. These are events or actions the community will need to take in order to reduce their energy costs and assist in improving the community of Hastings.

**Financial Impact:** Xcel Energy will provide support toward financial impacts, such as reimbursement for printing and marketing costs.

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:**

# An Energy Action Plan for **Hastings, Minnesota**



*Draft: June 10, 2019*





## Acknowledgements

Thank you to the following organizations and individuals for participating in developing this Energy Action Plan.

### *Hastings Energy Action Planning Team*

#### *City of Hastings*

- **Bryce LeBrun**, staff engineer
- **John Hinzman**, community development director
- **Lee Stoffel**, communications coordinator
- **Megan White**, deputy city clerk and human resources technician
- **Melanie Mesko Lee**, former city administrator
- **Morgan Hill**, former economic development coordinator
- **Sarah Hodder**, former deputy city clerk/HR tech
- **Tina Folch**, councilmember, ward 1

#### *Hastings Residents*

- **Daniel Saunders**, former resident
- **Eric Peterson**, resident
- **Joe Hunt**, resident and member of the Hastings Environmental Protectors (HEP)
- **Mike Nelson**, resident and member of the Hastings Environmental Protectors (HEP)
- **Patrick McCauley**, resident
- **Rick Shuster**, resident

#### *Business Representatives*

- **Mark Gelhar**, assembly supervisor, Quality One Woodwork
- **Mary Scheide**, former manager, Pleasant Hill branch of the Dakota County Library
- **Sulman Hafiz**, operations manager, ABM Machining

#### *External Partners*

- **Ben Bratrud**, Citizens Utility Board

#### *Partners in Energy Community Facilitators*

- **Emma Struss**, Partners in Energy facilitator
- **Jamie Johnson**, Partners in Energy facilitator
- **Marisa Bayer**, Partners in Energy lead facilitator

#### *Energy Utility Representatives*

- **Emma Schoppe**, local energy policy manager, CenterPoint Energy
- **Jake Sedlacek**, community relations manager, Xcel Energy
- **Patrick Mathwig**, energy services representative, Dakota Electric Association
- **Steph Pederson**, energy services representative, Dakota Electric Association
- **Tami Gunderzik**, Partners in Energy program manager, Xcel Energy
- **Tim Doherty**, business account executive, Dakota Electric Association
- **Yvonne Pfeifer**, community energy efficiency manager, Xcel Energy

**Table of Contents**

Executive Summary ..... 1

    Where Are We Now? ..... 1

    Our Energy Vision..... 1

    How Will We Get There? ..... 1

    Why an Energy Action Plan? ..... 2

Introduction ..... 3

Where Are We Now?..... 3

    Hastings Sustainability Initiatives..... 3

    Why an Energy Action Plan? ..... 4

    How Does Hastings Use Energy?..... 5

Where Do We Want To Go? ..... 8

    Our Energy Vision..... 8

    Focus Areas ..... 8

    Goals ..... 9

How Are We Going To Get There? ..... 10

    Community Call to Action ..... 10

    Focus Area A: Residential Energy Efficiency..... 11

    Focus Area B: Business Energy Efficiency ..... 18

    Focus Area C: Electric Vehicles ..... 24

    Long-term Energy Actions ..... 28

Impact of Energy Action Plan ..... 29

How Are We Going to Stay On Course? ..... 30

Appendix 1: Implementation Memorandum of Understanding..... 31

Appendix 2: Xcel Energy’s Partners in Energy Planning Process ..... 32

Appendix 3: Baseline Energy Analysis ..... 34

Appendix 4: Methodology for Measuring Success ..... 45

Appendix 5: Glossary of Terms ..... 47

## Executive Summary

This action plan, developed by and for the Hastings community, creates ownership and accountability to address problems, such as rising energy costs and older, inefficient buildings, as well as leverages opportunities and resources available to ensure benefits to all residents and businesses. Successful implementation of this action plan will result in energy cost savings for both residents and business owners, and an increased quality of life through more comfortable and healthier homes and businesses.

## Where Are We Now?

In 2017, our community consumed 1.5 million MMBTU of energy, spending a combined \$14.5 million in all sectors. Residences represent the largest sector of Hastings energy users (91% of electric and 93% of natural gas premises) and consumed 54% of all energy used in 2017. Comparatively, Hastings commercial/industrial premises represent only 8% of electric premises and 7% of natural gas premises, having consumed 45% of all energy used in 2017.

## Our Energy Vision

Through increased education and engagement, Hastings residents and businesses will adopt energy-saving behaviors and increase their home or facility's energy efficiency to enhance their quality of life and save energy and money.

## How Will We Get There?

To achieve our vision, Hastings will prioritize three focus areas and promote specific actions for residents and businesses to take:

### Focus Area A: Residential Energy Efficiency

- Complete a home energy audit
- Properly insulate and air seal your home
- Recycle inefficient refrigerators and freezers
- Install high-efficiency lighting

### Focus Area B: Business Energy Efficiency

- Participate in a business blitz visit
- Pursue financing options to help with upfront costs
- Apply for equipment rebates

### Focus Area C: Electric Vehicles

- Learn about rates and incentives to charge your electric vehicle
- Attend an electric vehicle showcase
- Attend a fleet electrification workshop

To measure success, near-term targets were set for each focus area. These targets are specific, measurable, and achievable, ensuring our community will hit the ground running towards achieving our energy vision.

### **Why an Energy Action Plan?**

The City identified Xcel Energy's Partners in Energy offering as an opportunity to create a community-driven and data-driven action plan with direction and guidance on how to reduce overall energy consumption. Members of our community, including residents, local businesses, City staff, and energy utility representatives, participated in a series of planning workshops to ensure Hastings priorities and values were represented in the vision, goals, and strategies of this plan. With this plan, we have identified specific, actionable strategies to ensure all Hastings residents and businesses take advantage of opportunities to increase energy efficiency to save money and improve their quality of life. Partners in Energy will provide marketing and communications support, data tracking and measurement, program expertise, and project management to ensure Hastings hits the ground running with implementation.

## Introduction

Hastings, known for its historic downtown, riverfront green space, and small-town charm, has created a vision for its community to ensure all residents and businesses take advantage of opportunities to increase energy efficiency to save money and improve their quality of life.

Because we are focusing our efforts on residents, businesses, and electric vehicles, everyone in our community will benefit. We have set a clear course of action to save energy and money. In the near term, this plan will increase the comfort and health of Hastings homes and businesses. Longer term, these actions will make Hastings more desirable for future residents, workers, and businesses.



*Hastings City Hall*

## Where Are We Now?

### Hastings Sustainability Initiatives

The City of Hastings has demonstrated a commitment to being a steward of our community's environment and natural resources. In 2017, the City achieved Step 3 in GreenSteps Cities, a statewide voluntary challenge, assistance, and recognition program to help cities achieve their sustainability goals. Energy-related best practices include benchmarking city energy data, installing LED lighting in buildings, and informing employees about energy-saving behaviors. The City continues to pursue additional best practices and technical assistance.

The City is also exploring electric vehicles, completing a fleet analysis with Xcel Energy and FleetCarma,<sup>1</sup> and participating in Cities Charging Ahead!<sup>2</sup> to understand ways to integrate electric vehicles (EV) into the City fleet and become EV ready. The findings of the fleet analysis will give the City a better picture of how their fleet is used, ways to optimize operations, and how electrification of vehicles can impact operation and maintenance costs.

---

<sup>1</sup> Fleet analysis assesses electric vehicle suitability in City-owned fleet and charging infrastructure needed based on deployment of electric vehicles.

<sup>2</sup> Cities Charging Ahead! is sponsored by Clean Energy Resource Teams (CERTs) and Great Plains Institute. Participating cities receive technical assistance focused on actions and best practices local governments can implement to accelerate electric vehicle adoption.

**Table 1: Hastings Energy-Related Initiatives**

<b>Hastings' Energy Initiatives</b>	
<b>Recognition Programs</b>	<ul style="list-style-type: none"> <li>• GreenSteps Cities</li> </ul>
<b>Policies &amp; Plans</b>	<ul style="list-style-type: none"> <li>• Draft 2040 Comprehensive Plan                             <ul style="list-style-type: none"> <li>○ Resiliency in Development Goal 3: Encourage Energy Efficiency in Buildings, Lighting, and Infrastructure</li> </ul> </li> <li>• Recycling Program and Organics Pilot Program</li> <li>• Environmentally Preferable Purchasing (EPP) Policy</li> </ul>
<b>Community Initiatives</b>	<ul style="list-style-type: none"> <li>• Hastings Environmental Protectors (HEP)</li> </ul>
<b>City-owned Properties &amp; Fleet</b>	<ul style="list-style-type: none"> <li>• Completed fleet analysis through Xcel Energy and FleetCarma</li> <li>• Participated in Cities Charging Ahead!</li> <li>• Plan to convert all lighting at all City buildings to LED bulbs</li> <li>• Planned energy efficient equipment upgrades                             <ul style="list-style-type: none"> <li>○ Boiler replacement at City Hall and Police Station</li> <li>○ Chiller replacement at Police Station</li> <li>○ HVAC and Energy Management System upgrades at City Hall</li> </ul> </li> <li>• Solar light installations at dog park</li> </ul>
<b>Transportation</b>	<ul style="list-style-type: none"> <li>• LOOP Bus Service</li> <li>• Red Rock Corridor</li> </ul>

### **Why an Energy Action Plan?**

As noted in Table 1, the City of Hastings has made initial progress toward increasing efficiency in their buildings, and has identified Comprehensive Plan strategies to encourage energy efficiency in buildings, lighting, and infrastructure. The City identified energy action planning as a way to create a shared energy vision, identify focus areas, and develop actionable strategies to engage our community in energy saving initiatives.

Created by the Hastings community, this Energy Action Plan creates intention, addresses problems, leverages opportunities, and enhances our values (Table 2).

**Table 2: Hastings Energy Action Team Answers to "Why an energy action plan?"**

Address Problems	Create Intention
<ul style="list-style-type: none"> <li>• Rising energy costs</li> <li>• Climate Change</li> <li>• Older, inefficient buildings &amp; homes</li> </ul>	<ul style="list-style-type: none"> <li>• Prioritizing goals and creating focus</li> <li>• Coordinating stakeholders</li> <li>• Creates ownership and accountability</li> <li>• Call to action</li> </ul>
Leverage Opportunities	Enhance Our Values
<ul style="list-style-type: none"> <li>• Save money</li> <li>• Renewable energy</li> <li>• Electric vehicles</li> <li>• Gateway to other sustainability initiatives</li> </ul>	<ul style="list-style-type: none"> <li>• Forward-thinking, progressive</li> <li>• Engage all community members</li> <li>• Maintain small-town feel</li> </ul>



*Hastings Energy Action Team at Workshop 5, Photo Credit: City of Hastings*

Our efforts will be implemented over an 18-month period, aligning with phase 2 of our Partners in Energy experience. Xcel Energy Partners in Energy will provide marketing and communications support, data tracking and measurement, program expertise, and project management. Partners in Energy will also provide the City and partners access to webinars, best practices from other community energy action plans, and other resources to support our implementation. See Appendix 2 for more information about Partners in Energy and the planning process.

### **How Does Hastings Use Energy?**

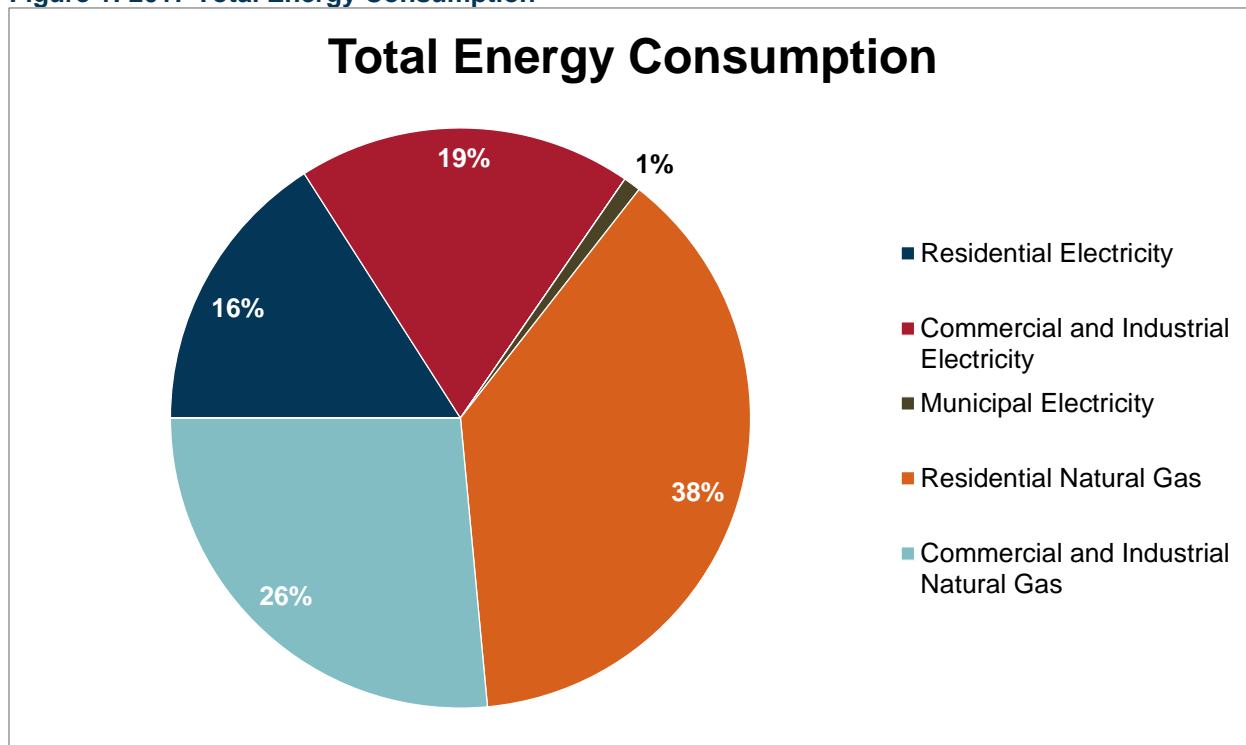
An integral part of the Partners in Energy planning process is reviewing historic energy data for Hastings. Xcel Energy, Dakota Electric Association, and CenterPoint Energy provided data on energy use, and participation counts and savings for utility energy conservation programs. See Appendix 3 for a complete picture of Hastings’ baseline energy data.



**Grid Energy Use**

In 2017, our community consumed 1.5 million MMBTU of energy<sup>3</sup> (see Figure 1), spending a combined \$14.5 million in all sectors. Residents represent the largest sector of Hastings energy users (91% of electric and 93% of natural gas premises) and consumed 54% of all energy used in 2017. Comparatively, Hastings commercial/industrial premises represent only 8% of electric premises and 7% of natural gas premises, consuming 45% of all energy used in 2017.

**Figure 1: 2017 Total Energy Consumption<sup>4</sup>**



**Renewable Energy**

Renewable energy opportunities exist in two forms: subscription programs and on-site installations. In 2017, 334 total Hastings residents and businesses subscribed to support renewable energy through Xcel Energy’s Windsource<sup>®</sup>,<sup>5</sup> Dakota Electric’s Wellspring Renewable Energy<sup>®</sup>,<sup>6</sup> and community solar gardens (Table 3). On-site

<sup>3</sup> Includes both electricity and natural gas consumption.

<sup>4</sup> Includes electric consumption data from Xcel Energy and Dakota Electric Association, and natural gas consumption data from CenterPoint Energy. Natural gas consumption for municipal premises not available at this time and included in commercial and industrial natural gas use.

<sup>5</sup> Xcel Energy’s Windsource is a voluntary subscription program that allows Xcel Energy customers to source some or all of their electricity from wind energy.

<sup>6</sup> Dakota Electric Association’s Wellspring Renewable Energy is a voluntary subscription program. Those who participate in the Wellspring program are purchasing renewable energy credits (RECs). Dakota Electric provides Wellspring energy to members through Great River Energy, their wholesale power supplier.

installations were less popular, with only two residential and four business premises participating in Solar\*Rewards<sup>7</sup> and no customers participating in Dakota Electric Solar.<sup>8</sup>

**Table 3: 2017 Renewable Energy Support Summary by Sector**

	Residential	Commercial & Industrial
<b>Windsorce®</b>		
<b>Subscribers</b>	210	2
<b>Subscription Amount (kWh)</b>	463,321	17,466
<b>Community Solar Gardens</b>		
<b>Subscribers</b>	103	1
<b>Subscribed Amount (kWh)</b>	277,107	2,988
<b>Solar*Rewards</b>		
<b>Installations</b>	2	4
<b>Total Capacity (kW)</b>	17	107
<b>Wellspring Renewable Energy</b>		
<b>Subscribers</b>	18	-
<b>Subscribed Amount (kWh)</b>	59,100	-
<b>Dakota Electric Solar</b>		
<b>Installations</b>	-	-
<b>Total Capacity (kW)</b>	-	-

### Energy Conservation Program Participation

Hastings residents and businesses have actively participated in energy conservation programs.<sup>9</sup> In 2017, 883 total premises participated in such programs, saving almost 13,500 MMBTU (0.9% of community energy use). The most popular energy-saving programs for residents include home energy audits and efficiency rebates for heating and cooling equipment. For commercial and industrial premises, lighting efficiency programs, and heating and water-heating rebates have the highest participation rates.

<sup>7</sup> Xcel Energy's Solar\*Rewards is an incentivized program, so monthly payments are made to the owner of the solar system in exchange for Renewable Energy Credits (RECs) for the energy produced by the solar system.

<sup>8</sup> Dakota Electric Solar is a performance-based solar rebate program to assist members in recovering the costs associated with installing a solar system. Members can also receive bill credits for the excess energy produced by the solar system.

<sup>9</sup> Utilities offer a portfolio of state-approved energy efficiency and demand management programs through the state's Conservation Improvement Program.

**Table 4: 2017 Energy Conservation Program Participation Summary**

	Residential	Commercial & Industrial
<b>Xcel Energy</b>		
<b>Participants</b>	423	40
<b>Savings (kWh)</b>	181,427	1,421,766
<b>Dakota Electric Association</b>		
<b>Participants</b>	77	1
<b>Savings (kWh)</b>	52,213	219,000
<b>CenterPoint Energy</b>		
<b>Participants</b>	310	32
<b>Savings (therms)</b>	29,783	41,150

## Where Do We Want To Go?

### Our Energy Vision

During the first planning workshop, the Hastings Energy Action Team worked together to create a shared vision for Hastings’ energy future:

Through increased education and engagement, Hastings residents and businesses will adopt energy-saving behaviors and increase their home or facility’s energy efficiency to enhance their quality of life and save energy and money.

Our vision represents the priorities of the Energy Action Team and the community throughout the energy planning process.

### Focus Areas

To achieve our shared energy vision, the Hastings Energy Action Team identified three focus areas to prioritize strategies and resources over the next two years:

- **Focus Area A:** Residential Energy Efficiency, targeting Hastings homeowners.
- **Focus Area B:** Business Energy Efficiency, including all businesses with specific outreach in Hastings historic downtown and industrial park areas.



*Photo Credit: City of Hastings*

- **Focus Area C:** Electric Vehicles, focusing on education, rate options, and fleet electrification.

These focus areas were chosen after analyzing baseline energy use, historical program participation, and community demographics. By focusing our efforts in these three areas, the Energy Action Team believes we can achieve near-term, measurable results through the strategies outlined in this plan.

## Goals

Working together, the team set near-term goals for each focus area to measure success of implementing our Energy Action Plan.

### Residential Energy Efficiency Focus Area Goals

- 100 Home Energy Squad<sup>®</sup> visits completed annually.
- 20 home insulation projects completed.
- 70 refrigerator or freezer recycling rebates annually.
- Distribute 200 LED bulbs at community events.

### Business Energy Efficiency Focus Area Goals

- Conduct two business blitzes.
- 100 commercial and industrial energy conservation program participants annually.

### Electric Vehicles Focus Area Goals

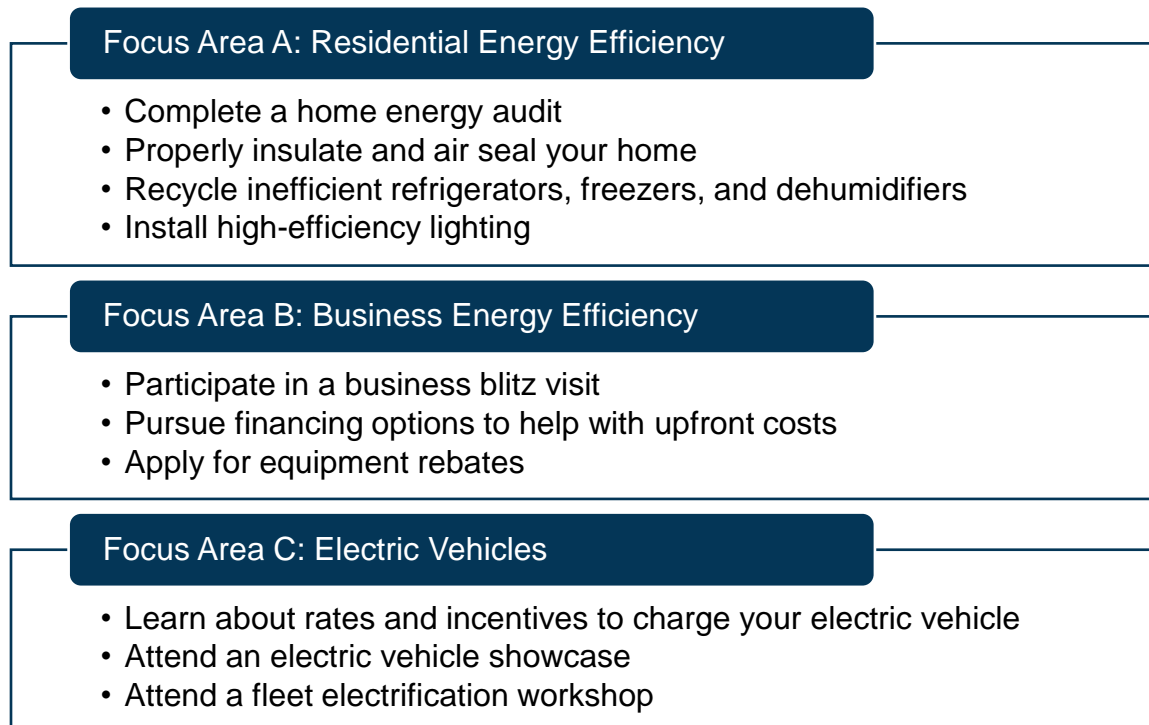
- Host three electric vehicle showcase events.
- Deliver one fleet electrification workshop.

All goals will be achieved by the end of 2020 and measured against a three-year baseline. Achieving these goals will result in energy and cost savings, increased quality of life and comfort, and increased engagement with residents and businesses.

## How Are We Going To Get There?

The Energy Action Team developed near-term actionable strategies for each focus area, including implementation resources, outreach strategy, and timeline.

**Figure 2: Near-term Energy Saving Actions by Focus Area**



Three long-term energy actions were identified for each focus area:

- **Focus Area A:** Residential Energy Efficiency: Engage tenants.
- **Focus Area B:** Business Energy Efficiency: Serve as an energy coach.
- **Focus Area C:** Electric Vehicles: Increase public charging infrastructure.

The human, financial, and policy resources needed to achieve success and see measurable results determined that these actions are best suited for long-term implementation.

### Community Call to Action

This Energy Action Plan was developed by and for the Hastings community. Successful implementation of this plan will depend on community volunteers, local stakeholders, and the City of Hastings working together. Residents, businesses, civic organizations, and nonprofit organizations play a role in supporting this Energy Action Plan and achieving our energy vision. Each focus area includes a “call to action” and implementation tasks to help outline how the Hastings community can support implementation.

## Focus Area A: Residential Energy Efficiency

### Why is this sector a priority?

The two primary reasons that Hastings residents are a priority are as follows:

#### Sector Size & Energy Use

Hastings residents are the largest sector of energy users in the city (91% of electric and 93% of natural gas premises), consuming 54% of all energy used in 2017. Using existing communication channels and events, a large number of residents can be reached through education and outreach.

#### Aging Housing Stock

Our housing stock is aging — 59% of all Hastings housing units were built before 1990.<sup>10</sup> Older homes typically have many opportunities to improve efficiency through equipment replacement and building envelope upgrades.

### Who is the target audience for residential outreach?

The primary target audience is homeowners, who represent 72% of the households in our community.<sup>11</sup>

Homeowners can reap all the benefits of energy-related upgrades, and there are fewer barriers to engaging homeowners as opposed to tenants.

Low-income homeowners, who can benefit from free or low-cost opportunities, are also included in this outreach.



*A Hastings Home*

### What near-term actions will the City promote to help residents save energy?

- Complete a home energy audit.
- Properly insulate and air seal your home.
- Recycle inefficient refrigerators or freezers.
- Install high-efficiency lighting.

### Goals

- 100 Home Energy Squad<sup>®</sup> visits completed annually.
- 20 home insulation projects completed.
- 70 refrigerator or freezer recycling rebates annually.
- Distribute 200 LED bulbs at community events.

<sup>10</sup> 2013–2017 American Community Survey 5-Year Estimates, Year Structure Built.

<sup>11</sup> 2013–2017 American Community Survey 5-Year Estimates, Tenure.

**Community call to action: what can you do as a community member to support residential energy efficiency?**

- Connect with community event organizers about tabling opportunities.
- Volunteer to table at events to distribute information materials.
- Share a testimonial about your experience getting a home energy audit or upgrading your insulation to be part of a testimonial.
- Support the Energy Action Plan goals and participate in an energy conservation program; and encourage your neighbors to do the same.
- Like and share City social media posts and newsletter articles with your own network.
- Engage local service providers, civic organizations, and other partners to share energy conservation resources.

**Near-term Residential Energy Efficiency Action Summary Tables**

<b>Residential Energy Efficiency Action A) Complete a home energy audit</b>	
<b>Why is this action a priority?</b>	Home energy audits are an easy first step for homeowners to learn how their home uses energy and identify energy saving improvements. There are different service levels available to meet a resident’s needs, and free visits are available to income-qualified households.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Q3 2019–Q4 2020</li> <li>• Q3 2019–Q4 2019 - Informational materials on City website</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Complete 100 Home Energy Squad® visits annually</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Identify messaging that will resonate with Hastings residents</li> <li>• Assist with creating marketing plan for outreach strategy</li> <li>• Post informational materials on City website and social media platforms</li> <li>• Distribute information to community partners</li> <li>• Share testimonials from Hastings residents who have completed Home Energy Squad visits on City communication channels</li> <li>• Identify city events for tabling</li> <li>• Call on volunteers to help with tabling</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Create marketing plan for outreach strategy</li> <li>• Collect messaging from Dakota Electric Association about walk-through audits</li> <li>• Create informational materials and webpage content</li> <li>• Create social media posts to promote energy audits</li> <li>• Write article about home energy audits for Rivertown News and Hastings Star Gazette</li> <li>• Collect testimonials from previous Home Energy Squad participants</li> <li>• Coordinate Home Energy Squad tabling, if available</li> <li>• Train tabling volunteers</li> </ul> <p><b>Dakota Electric Association</b></p> <ul style="list-style-type: none"> <li>• Provide information about walk-through audit program</li> </ul> <p><b>Home Energy Squad®</b></p> <ul style="list-style-type: none"> <li>• Deliver visits</li> <li>• Assist with tabling at city events, if available</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with identifying events for tabling</li> <li>• Table at events to distribute informational materials</li> </ul> <p><b>Community partners, such Hastings Area Chamber of Commerce, Carpenter Nature Center, Hastings Family Services, and Hastings Senior Center</b></p> <ul style="list-style-type: none"> <li>• Disseminate information in their networks</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Home Energy Squad program information</li> <li>• Informational materials promoting Home Energy Squad and Dakota Electric Association’s walk-through audit program</li> </ul>



<ul style="list-style-type: none"> <li>• City webpage(s)</li> <li>• Community events</li> <li>• Volunteers to help with outreach</li> <li>• Funding to help with printing information materials</li> </ul>
--

Residential Energy Efficiency Action B) Properly insulate and air seal your home	
<b>Why is this action a priority?</b>	Sufficient insulation and air sealing increases a home's energy efficiency and protects your home against cold air in the winter and excess heat in the summer. By increasing efficiency through insulation and air sealing, you can save money on your energy bills.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Q3 2019-Q4 2020</li> <li>• Q3 2019-Q4 2019 - Informational materials on City website</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• 20 insulation projects completed by 2020</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Identify messaging that will resonate with Hastings residents</li> <li>• Assist with creating marketing plan for outreach strategy</li> <li>• Post informational materials on City website and social media platforms</li> <li>• Distribute information to community partners</li> <li>• Identify city events for tabling</li> <li>• Call on volunteers to help with tabling</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Create marketing plan for outreach strategy</li> <li>• Collect messaging from CenterPoint Energy on insulation rebates</li> <li>• Create informational materials and webpage content</li> <li>• Create social media posts to promote insulation and air sealing in conjunction with season changes</li> <li>• Write about benefits of air sealing and insulation for Rivertown News and Hastings Star Gazette</li> <li>• Train tabling volunteers</li> </ul> <p><b>CenterPoint Energy</b></p> <ul style="list-style-type: none"> <li>• Provide insulation rebate information and marketing materials</li> <li>• Share goal and rebate information with local trade partners</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with identifying events for tabling</li> <li>• Table at events to distribute informational materials</li> </ul> <p><b>Community partners, such Hastings Area Chamber of Commerce, Carpenter Nature Center, and Hastings Senior Center</b></p> <ul style="list-style-type: none"> <li>• Disseminate information in their networks</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Informational materials promoting insulation and air sealing</li> <li>• City webpage(s)</li> <li>• Community events</li> <li>• Volunteers to help with outreach</li> <li>• Funding to help with printing information materials</li> </ul>

<b>Residential Energy Efficiency Action C) Recycle inefficient refrigerators and freezers</b>	
<b>Why is this action a priority?</b>	Old, inefficient refrigerators and freezers use more energy than you might think. Residents have the option to recycle their second refrigerator or freezer to get a rebate from their electric utility.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Q3 2019-Q4 2020</li> <li>• Q3 2019-Q4 2019 - Informational materials on City website</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• 70 refrigerator or freezer recycling rebates annually</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Identify messaging that will resonate with Hastings residents</li> <li>• Assist with creating marketing plan for outreach strategy</li> <li>• Post informational materials on City website and social media platforms</li> <li>• Distribute information to community partners</li> <li>• Coordinate outreach with annual waste drop off day</li> <li>• Identify city events for tabling</li> <li>• Call on volunteers to help with tabling</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Create marketing plan for outreach strategy</li> <li>• Create informational materials and webpage content</li> <li>• Create social media posts to promote refrigerator/freezer recycling</li> <li>• Write article about refrigerator/freezer recycling rebates in Rivertown News</li> <li>• Create insert for one City utility bill cycle</li> <li>• Train tabling volunteers</li> </ul> <p><b>Dakota Electric Association</b></p> <ul style="list-style-type: none"> <li>• Provide recycling rebate information and marketing materials</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with identifying events for tabling</li> <li>• Table at events to distribute informational materials</li> </ul> <p><b>Community partners, such Hastings Area Chamber of Commerce, Carpenter Nature Center, and Hastings Senior Center</b></p> <ul style="list-style-type: none"> <li>• Disseminate information in their networks</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Informational materials promoting both Xcel Energy and Dakota Electric recycling rebates</li> <li>• City communication channels</li> <li>• Community events</li> <li>• Volunteers to help with outreach</li> <li>• Funding to help with printing information materials</li> </ul>

<b>Residential Energy Efficiency Action D) Install high-efficiency lighting</b>	
<b>Why is this action a priority?</b>	High-efficiency lighting is a quick-win for home efficiency. As bulbs burn out, residents can replace bulbs with discounted LED bulbs purchased at participating retailers.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Q2 2019 — Distribution at 2019 clean-up day</li> <li>• Q2 2020 — Distribution at 2020 clean-up day</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Distribute 200 LED bulbs at community events</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Add information to communication channels</li> <li>• Call on staff volunteers to handout bulbs</li> <li>• Distribute bulbs to staff volunteers</li> <li>• Volunteer City staff and Dakota County staff to distribute bulbs at clean-up day</li> <li>• Distribute informational materials and LED bulbs</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Create LED bulb stickers</li> <li>• Coordinate LED bulb delivery</li> <li>• Creating marketing plan for social media posts</li> <li>• Create social media posts to promote high-efficiency lighting</li> </ul> <p><b>Xcel Energy</b></p> <ul style="list-style-type: none"> <li>• Provide LED bulbs for distribution</li> <li>• Print and deliver LED bulb stickers</li> </ul> <p><b>Dakota Electric Association</b></p> <ul style="list-style-type: none"> <li>• Provide LED bulbs for distribution</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• City communication channels</li> <li>• Community events</li> <li>• LED bulbs to distribute at tabling events</li> <li>• Staff volunteers to help with outreach</li> </ul>

### Impact of Residential Energy Efficiency Near-term Actions

Successful implementation of these near-term actions will result in:

- 200 Home Energy Squad visits;<sup>12</sup>
- 20 homes with new, sufficient insulation;
- 140 inefficient refrigerators and or freezers safely recycled; and
- 200 LED bulbs distributed to Hastings residents.

---

<sup>12</sup> Participation counts included for Xcel Energy’s Home Energy Squad, Low Income Home Energy Squad, and Home Energy Audit.

Achieving these targets will result in an additional 152,000 kWh saved and 12,300 therms saved total for these programs.<sup>13</sup> These actions will also improve the quality of life for Hastings residents by improving health and comfort of their homes, and lowering their energy bills.

Through increased education and engagement, it is estimated energy conservation program participation and associated savings will increase across the board for all utility programs (Table 5).

**Table 5: 2019–2020 Projected Residential Program Participation and Estimated Savings**

	3-year Baseline Participants	Projected Participants 2019–2020	Estimated Savings 2019– 2020
<b>Xcel Energy</b>	335	981	429,526 kWh
<b>Dakota Electric Association</b>	70	175	66,858 kWh
<b>CenterPoint Energy</b>	370	935	103,510 therms

---

<sup>13</sup> Compared to three-year baseline participation and savings continuing through 2019–2020 for Xcel Energy’s Home Energy Squad, Low Income Home Energy Squad, Home Energy Audit, and Refrigerator Recycling; CenterPoint Energy’s Home Insulation Rebates; and Dakota Electric Association’s Refrigerator and Freezer Recycling. Baseline savings for these programs are 131,950 kWh and 3,004 therms.

## Focus Area B: Business Energy Efficiency



*Downtown Hastings, Photo Credit: City of Hastings*

### Why is this sector a priority?

The Energy Action Team identified three primary reasons why businesses should be engaged in energy efficiency:

### Sector Use and Impact

The commercial/industrial sector represents only 8% of electric premises and 7% of natural gas premises, but consumes 45% of all energy used in Hastings.<sup>14</sup> When a few businesses take action, it will have a significant impact on reducing energy use and greenhouse gas emissions.

### Energy and Dollar Savings

When a business makes an energy efficient improvement, they save energy, and save money on energy bills. In some cases, they will also see savings in maintenance and operation. Separate from energy savings, there are real financial benefits to businesses' bottom line.

### Economic Development

Hastings has a strong local business community. Many businesses in the area are locally owned and operated. Investing in energy efficient improvements can help a business increase the safety and comfort of the facility for their employees, improving employee engagement and retention.

### Who is the target audience for business outreach?

- Downtown businesses, including unique retail and restaurant businesses located in Hastings' historic downtown.
- Industrial businesses, located in the industrial park off Highway 316.

Downtown businesses and industrial park businesses were chosen because of their geographic concentration and their economic importance to our community. Assisting small businesses in the downtown area with efficiency upgrades will continue to preserve Hastings' small-town charm, and increase both worker and shopper comfort. Assisting industrial businesses will increase worker safety and comfort, and helps the bottom line.

---

<sup>14</sup> Includes data from Xcel Energy, CenterPoint Energy, and Dakota Electric. 2017.

**What near-term actions will the City promote to help businesses save energy?**

- Participate in a business blitz visit.
- Pursue financing options to help with upfront costs.
- Apply for equipment rebates.

**Goals**

- Conduct two business blitzes.
- 200 total commercial and industrial energy conservation program participants.

**Community call to action: what can you do as a community member or business owners to support business energy efficiency?**

- Advise the City of Hastings and Partners in Energy team on what information your business wants to learn about.
- Support businesses that make energy efficiency improvements.
- Volunteer to assist with door-to-door outreach during a business blitz or table at an event.
- Conduct follow-up to businesses to encourage follow-through on energy saving improvements.
- Share energy efficiency and energy financing opportunities with other business owners and business associations using your network.

## Near-term Business Energy Efficiency Action Summary Tables

Business Energy Efficiency Action A) Participate in a business blitz visit	
<b>Why is this action a priority?</b>	A business blitz is an effective way to engage businesses one-on-one in energy action. Through quick, targeted engagement, businesses can learn about energy efficiency opportunities and sign up on the spot for more information.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Q3 2019–Q4 2019 — Business Blitz 1</li> <li>• Q2 2020–Q3 2020 — Business Blitz 2</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Conduct two business blitzes: one targeting downtown Hastings and one targeting the industrial park.</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Identify messaging that will resonate with businesses during outreach</li> <li>• Assist with identifying date and time for events</li> <li>• Assist with identifying partners to help organize and conduct business blitz</li> <li>• Promote business blitz on City communication channels</li> <li>• Distribute press release to local papers</li> <li>• Email to business organizations letting them know about event</li> <li>• Call on volunteers and staff to assist with day-of and follow-up tasks</li> <li>• Provide list and map of businesses in downtown and industrial park</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Coordinate messaging and call to action for business blitz</li> <li>• Create informational materials to distribute day-of</li> <li>• Create press release and flyers promoting blitz</li> <li>• Assist with identifying date and time for blitz</li> <li>• Identify partners to help organize and conduct business blitz</li> <li>• Coordinate partnership with energy nonprofits</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with conducting blitz and follow-up</li> </ul> <p><b>Local business organizations, such as Hastings Area Chamber of Commerce and Hastings Downtown Business Association</b></p> <ul style="list-style-type: none"> <li>• Disseminate information in their networks</li> <li>• Support business blitz outreach</li> </ul> <p><b>Energy nonprofits, such as Clean Energy Resource Teams (CERTs)</b></p> <ul style="list-style-type: none"> <li>• Assist with conducting blitz</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Informational materials to distribute day-of</li> <li>• Communication channels to share outreach effort</li> <li>• Volunteers to help with outreach</li> <li>• Funding to help with printing information materials</li> </ul>

<b>Business Energy Efficiency Action B) Pursue financing options to help with upfront costs</b>	
<b>Why is this action a priority?</b>	Financing options are important to a business owner’s decision to make an energy efficiency improvement. Low-cost financing or gap financing can be the tool to help motivate a business to move forward with an improvement.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• 2019–2021</li> <li>• Q4 2019–Q1 2020 — Informational materials on City website</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Make financing information easily accessible on City website</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Assist with identifying resources and financing options</li> <li>• Identify existing points of contact where the City interacts with businesses to share message</li> <li>• Post informational materials on City website and social media platforms</li> <li>• Integrate information into existing City points of contact with businesses</li> <li>• Distribute information to business organizations</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Identify resources and financing options to include in informational materials</li> <li>• Create informational materials and webpage content</li> <li>• Create social media posts promoting financing webpage(s)</li> <li>• Customize materials to fit with existing point of contact engagement</li> <li>• Collaborate with business organizations to create newsletter or email content to share</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with sharing message to business organizations</li> </ul> <p><b>Local business organizations, such as Hastings Area Chamber of Commerce and Hastings Downtown Business Association</b></p> <ul style="list-style-type: none"> <li>• Disseminate information in their networks</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Informational materials with financing information</li> <li>• Designated webpage(s) on City website and space at City Hall for informational materials</li> <li>• Volunteers to help with outreach</li> <li>• Funding to help with printing information materials</li> </ul>



<b>Business Energy Efficiency Action C) Apply for equipment rebates</b>	
<b>Why is this action a priority?</b>	Rebates are an easy way for businesses to cut costs when upgrading equipment. Almost all Hastings businesses can benefit because of the variety of rebates available.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• 2019–2021</li> <li>• Q4 2019–Q1 2020 — Informational materials on City website</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Increase commercial/industrial sector utility program participation in prescriptive rebates</li> </ul>
<b>Implementation Team &amp; Task</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Identify existing points of contact where the City interacts with businesses to share message</li> <li>• Post informational materials on City website and social media platforms</li> <li>• Integrate information into existing City points of contact with businesses</li> <li>• Distribute information to business organizations</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Identify equipment rebate options available</li> <li>• Create webpage content</li> <li>• Craft materials to target different types of business — small/medium size vs. large/industrial</li> <li>• Create social media posts promoting equipment rebate webpage(s)</li> <li>• Customize materials to fit with existing point of contact engagement</li> <li>• Collaborate with business organizations to create newsletter or email content to share</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with sharing message to business organizations</li> </ul> <p><b>Local business organizations, such as Hastings Area Chamber of Commerce and Hastings Downtown Business Association</b></p> <ul style="list-style-type: none"> <li>• Disseminate information in their networks</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Informational materials with rebate information for all energy utilities</li> <li>• Designated webpage(s) on City website and space at City Hall for informational materials</li> <li>• Volunteers to help with outreach</li> <li>• Funding to help with printing information materials</li> </ul>

**Impact of Business Energy Efficiency Near-Term Actions**

Successful implementation of business energy efficiency near-term actions will generate important benefits for business engagement and retention, as well as lower energy use. Achieving these near-term targets will result in 200 total commercial and industrial energy conservation program participants by 2020. Program participation is estimated

to primarily increase for lighting efficiency assessments and rebates. Table 6 illustrates the estimated increase across all utility energy conservation offerings.

**Table 6: 2019-2020 Projected Commercial and Industrial Program Participation and Estimated Savings**

	3-year Baseline Participants	Projected Participants 2019–2020	Estimated Savings 2019–2020
Xcel Energy	56	134	2,167,048 kWh
Dakota Electric Association	31	4	76,312 kWh
CenterPoint Energy	2	64	161,344 therms

## Focus Area C: Electric Vehicles

### Why is this sector a priority?

Hastings' Energy Action Team identified four main reasons why electric vehicles (EV) and charging infrastructure are important:

#### Leveraging Efforts Underway

The City of Hastings is completing a fleet analysis with Xcel Energy and FleetCarma, and is participating in the Cities Charging Ahead! initiative to understand EV-readiness policies and charging infrastructure.

#### Becoming a Destination

Electric vehicles are emerging as a popular car choice for consumers. In October 2018, EV sales surpassed 1 million.<sup>15</sup> Hastings can help meet the demand for public charging infrastructure as a draw for new residents, businesses, and tourism.



*Community Event, Photo Credit: City of Hastings*

#### Overcoming Knowledge Gaps

Electric vehicles are relatively new technology. Not many people have driven an electric vehicle, and people often aren't sure how they work or what's needed to maintain them.

#### Reducing Tailpipe Emissions

Electric vehicles do not generate tailpipe — yielding benefits to both air quality and public health.

### Who is the target audience for electric vehicle outreach?

- Potential EV owners, who will become informed buyers through increased education about EV ownership.
- Current EV owners, who will benefit from new public charging infrastructure.
- Local employers with fleet vehicles, who have the opportunity to electrify some or all of their fleet (including the City of Hastings).

---

<sup>15</sup> Inside EVs Plug-in Sales Scorecard, <https://insideevs.com/monthly-plug-in-sales-scorecard>.

**What near-term actions will the City promote to engage the target audience?**

- Learn about rates and incentives to charge your electric vehicle
- Attend an electric vehicle showcase
- Attend a fleet electrification workshop

**Goals**

- Host three electric vehicle showcase events.
- Deliver one fleet electrification workshop.

**Community call to action: what can you do as a community member to support the electric vehicles focus area?**

- Read the information available about rates and charging incentives
- Volunteer to share information materials at tabling events or with your own social network.
- Help coordinate an electric vehicle showcase with local event organizers or businesses.
- Attend an electrical vehicle showcase and test drive a vehicle.
- Encourage your employer to attend a fleet electrification workshop.

## Near-term Action Summary Tables

Electric Vehicles Action A) Learn about rates and incentives to charge your vehicle	
<b>Why is this action a priority?</b>	Some consumers don't know about the different options they have for charging their electric vehicle at home. This action will educate consumers about the different rate structures available.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Q3 2019–Q4 2020</li> <li>• Q3 2019–Q4 2019 — Informational materials on City website</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Increase awareness of rate structure options</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Post informational materials on City website and social media platforms</li> <li>• Distribute information to volunteers and community partners</li> <li>• Call on volunteers to share information with their EV networks</li> <li>• Assist with having information available at electric vehicle showcase (Action B) and electrification workshop (Action C)</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Identify rate structures for both electric utilities</li> <li>• Create informational materials and webpage content for rate options for each electric utility</li> <li>• Create social media posts about EV rate structures</li> </ul> <p><b>Dakota Electric Association</b></p> <ul style="list-style-type: none"> <li>• Share rate structure information for electric vehicle charging</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with sharing information to community partners and electric vehicle organizations</li> </ul> <p><b>Community partners, such as local car dealerships</b></p> <ul style="list-style-type: none"> <li>• Share information materials</li> </ul> <p><b>Electric vehicle organizations, such as Drive Electric, Minnesota Tesla Owners Club, and Minnesota EV Owners</b></p> <ul style="list-style-type: none"> <li>• Disseminate information in their networks</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Webpage(s) on City website</li> <li>• Electric utility EV-rate structure information</li> <li>• Funding to help with printing information materials</li> </ul>

<b>Action B) Attend an electric vehicle showcase</b>	
<b>Why is this action a priority?</b>	Electric vehicle showcases help educate the public about the benefits of owning an electric vehicle. Some events, known as “ride and drives,” give community members an opportunity to test drive a vehicle or sit in a vehicle to see features up close.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Q3 2019–Q4 2020</li> <li>• Q3 2019–Q4 2019 — Informational materials on City website</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Host three electric vehicle showcase events</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Identify existing events to host showcases</li> <li>• Assist with outreach to local event organizers and car dealerships to assess interest in partnering to host ride and drive</li> <li>• Call on volunteers to help with tabling</li> <li>• Promote showcase to residents through City’s communication channels and on City website</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Support outreach to partners and co-hosts</li> <li>• Support volunteer and staff coordination</li> </ul> <p><b>Dakota Electric Association</b></p> <ul style="list-style-type: none"> <li>• Share rate structure information for electric vehicle charging</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with identifying event and showcase opportunities</li> <li>• Assist with outreach to local event organizers and car dealerships to assess interest in partnering to host EV showcase</li> <li>• Assist with coordinating event logistics</li> <li>• Table at events to distribute informational materials</li> </ul> <p><b>Community partners, such as Hastings Area Chamber of Commerce, local car dealerships, and weekly car show hosts</b></p> <ul style="list-style-type: none"> <li>• Share information materials</li> <li>• Co-host showcase</li> </ul> <p><b>Electric vehicle organizations, such as Drive Electric, Minnesota Tesla Owners Club, and Minnesota EV Owners</b></p> <ul style="list-style-type: none"> <li>• Share event information in their networks</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Events to co-host showcase</li> <li>• Electric vehicles to feature at showcase</li> <li>• Volunteers to help with outreach and staff showcase events</li> </ul>

<b>Action C) Attend a fleet electrification workshop</b>	
<b>Why is this action a priority?</b>	Businesses and organizations with fleet vehicles could benefit from fleet electrification by reducing maintenance and fuel costs. The City of Hastings is completing a fleet electrification analysis and can share what they learned to educate others.
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• Host after City's first EV purchase</li> </ul>
<b>Goal(s)</b>	<ul style="list-style-type: none"> <li>• Deliver one fleet electrification workshop</li> </ul>
<b>Implementation Team &amp; Tasks</b>	<p><b>City of Hastings</b></p> <ul style="list-style-type: none"> <li>• Post event information on City's website and communication channels</li> <li>• Send invitations to businesses associations and their members</li> <li>• Identify date and time for event</li> <li>• Identify presenters</li> <li>• Reserve meeting space</li> <li>• Create and send invitation</li> <li>• Deliver workshop</li> <li>• Create presentation materials</li> </ul> <p><b>Partners in Energy</b></p> <ul style="list-style-type: none"> <li>• Assist with coordinating presenters from Xcel Energy</li> <li>• Support event logistics</li> </ul> <p><b>Volunteers, including Energy Action Team and Hastings Environmental Protectors</b></p> <ul style="list-style-type: none"> <li>• Assist with identifying organizations with fleet vehicles for potential attendance</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Space for hosting workshop</li> <li>• Invitation and RSVP platform</li> <li>• Presenters</li> <li>• Workshop refreshments</li> <li>• FleetCarma results and suitability assessment</li> </ul>

### Long-term Energy Actions

Four long-term energy actions were identified as important to achieving Hastings energy vision, but were determined to be best suited for long-term implementation because of limited financial and human resources.

#### Subscribe to Renewable Energy

Renewable energy subscriptions are an easy way for residents and businesses to support renewable energy without installing equipment on their home or facility. The Energy Action Team determined promoting renewable energy subscriptions was best suited as a long-term action after the Energy Action Plan's message of energy efficiency and increasing comfort resonated with the community. The team can use lessons learned from the first 18-months of implementation for the best ways to share this message.

### Engage Tenants

The Energy Action Team identified tenants as a target audience during initial planning, but believed the landlord/tenant barrier was too difficult to overcome after evaluating different target audiences. Using lessons learned and increased capacity from engaging homeowners, the City of Hastings and its Energy Action Team will identify new strategies for engaging tenants.

### Serve as an Energy Coach

An energy coach would encourage a resident or business to participate in energy efficiency rebates and programs, and act as a single point of contact for questions and resource recommendations. The team decided to make this a long-term strategy because of the financial and human resources needed to train and staff energy coaches.

### Increase Public Charging Infrastructure

Increasing public charging infrastructure is an important strategy for EV readiness and promoting Hastings as a destination for EV drivers. Current policy and financial resources needed to encourage new or existing developments to install a charging station are currently not available. The Energy Action Team thought this strategy was best suited for the long-term, but recommended the City encourage (but not require) charging infrastructure during development review.

## Impact of Energy Action Plan

The combined targets and strategies outlined in this plan will decrease community energy use through increased efficiency, as well as increase community awareness of the benefits of energy efficiency through engagement and outreach.

Overall, achieving near-term targets laid out in this plan will result in a 29% increase in electricity savings and 18% increase in natural gas savings in 2019 and 2020 combined. Residents and businesses who participate in energy conservation programs will save an estimated \$1.5 million combined.

**Table 7: Estimated Energy Savings 2019–2020**

	Business as Usual Savings 2019-2020	Energy Action Plan Impact Savings 2019-2020	Percent Change
Electricity (kWh)	2,160,366	2,779,197	29%
Natural Gas (Therms)	204,620	240,502	18%
Total Energy (MMBtu)	27,833	33,533	20%

In addition to energy and cost savings, this action plan will increase the comfort and health of Hastings homes and businesses, making Hastings more desirable for future residents, workers, and businesses.



## How Are We Going to Stay On Course?

This Energy Action Plan is a living document. Goals and strategies will be assessed and refined as needed based on data and Hastings staff capacity.

### Data & Reporting

Partners in Energy will provide biannual progress reports with metrics of success and overall progress towards goals for Xcel Energy rebates and programs. These reports will be available publicly and shared with both the City and Energy Action Team.

If available, ad-hoc participation reports for specific Xcel Energy programs (e.g. Home Energy Squad) are available to measure success of campaigns and to determine if we need to change course.

Partners in Energy will request participation and savings data annually during implementation from Hastings other energy utilities — CenterPoint Energy and Dakota Electric Association — to assist with measuring progress towards goals.

### Project Management & Tracking

Partners in Energy will host biweekly project management check-in calls with City staff to ensure we stay on course to achieve our strategies.



**Figure 3. Actions and Tracking**



**Hastings Energy Action Team at Workshop 1**

## **Appendix 1: Implementation Memorandum of Understanding**

To be added.

## Appendix 2: Xcel Energy’s Partners in Energy Planning Process

Xcel Energy is one of two electric utilities serving Hastings. In the summer of 2014, Xcel Energy launched Partners in Energy to support communities like Hastings to develop and implement energy action plans that supplement existing sustainability plans, strategies, and tools. The content of this plan is derived from a series of planning workshops held in the community with a planning team committed to representing local energy priorities and implementing plan strategies.

Partners in Energy will work with the City of Hastings to coordinate support for implementing the plan and will develop a Memorandum of Understanding (Appendix 1) that outlines specific support Xcel Energy will provide to help Hastings deploy its strategies and achieve its goals.



Figure 4. Partners in Energy Process for Success



Figure 5. Resources from Xcel Energy for Implementation

### Plan Development Process

City staff actively recruited a diverse group of community representatives, including representatives from small businesses, community organization, residents, and the City to create Hastings Energy Action Plan. Please see the Acknowledgements at the beginning of this document for a complete list of participants.

The Energy Action Team met over the course of five planning workshops and one focus group meeting to review community energy-use data, identify energy priorities, and develop strategies. A summary of the planning process can be found in Table 8.

Table 8: Partners in Energy Planning Process

Partners in Energy Planning Process	
<b>Workshop 1</b> June 6, 2018	<ul style="list-style-type: none"> <li>• Team introductions and Partners in Energy process overview.</li> <li>• Reviewed baseline energy data and past city and community energy initiatives.</li> <li>• Discussed Energy Visions for Hastings' future.</li> </ul>
<b>Workshop 2</b> September 6, 2018	<ul style="list-style-type: none"> <li>• Discussed background information, opportunities, and prioritization of the focus areas that emerged from Workshop 1 and the pre-Workshop 2 survey.</li> <li>• Voted on the prioritization of focus areas.</li> <li>• Introduced the group to the goal setting process and sample community goals.</li> </ul>
<b>Workshop 3</b> October 11, 2018	<ul style="list-style-type: none"> <li>• Reviewed residential survey.</li> <li>• Identified target audience and opportunities for saving energy in residential focus area.</li> <li>• Developed strategies and preliminary goals for residents.</li> </ul>
<b>Workshop 4</b> December 20, 2018	<ul style="list-style-type: none"> <li>• Identified target audience and opportunities for saving energy for electric vehicles focus area.</li> <li>• Identified actions and timeline for engaging Hastings community.</li> <li>• Brainstormed strategies and preliminary goals for electric vehicles.</li> </ul>
<b>Business Focus Group</b> February 14, 2019	<ul style="list-style-type: none"> <li>• Identified barriers and benefits to engage small- and medium-sized businesses in energy action</li> <li>• Brainstormed engagement strategies to best serve Hastings' business community</li> </ul>
<b>Workshop 5</b> March 27, 2019	<ul style="list-style-type: none"> <li>• Reviewed progress in planning process and reasons for creating an Energy Action Plan.</li> <li>• Refined strategies for all three focus areas to identify implementation lead and resources.</li> <li>• Conducted an impact-feasibility analysis to understand what strategies to prioritize.</li> <li>• Identified strengths, weaknesses, opportunities, and threats (SWOT analysis) to Hastings Energy Action Plan.</li> </ul>

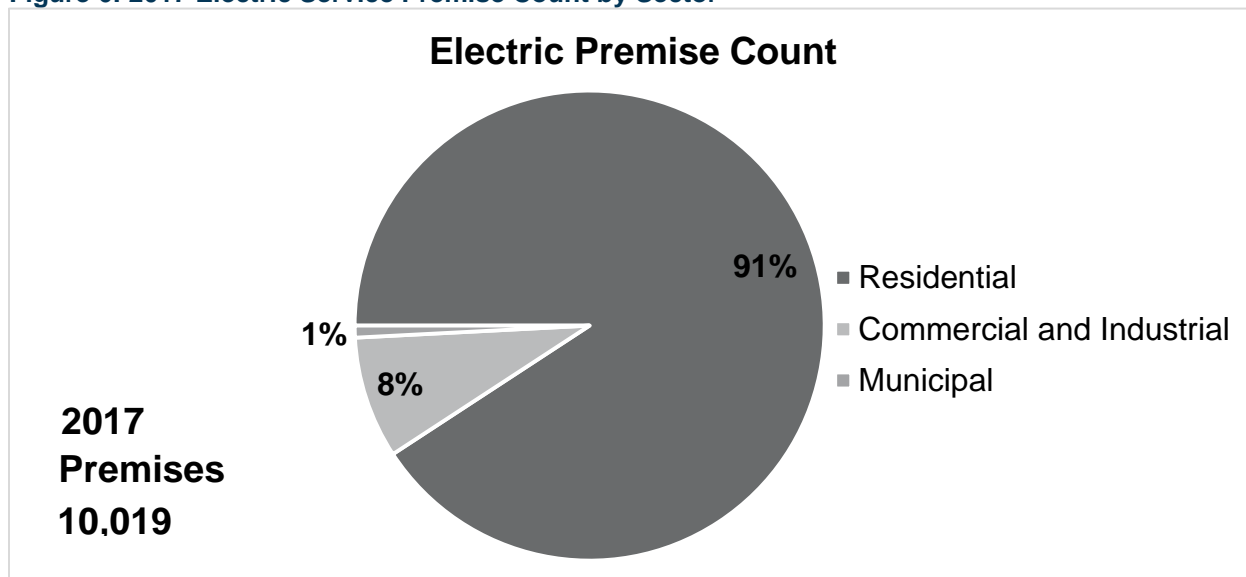
### Appendix 3: Baseline Energy Analysis

An integral part of the Partners in Energy planning process is reviewing historic energy data for Hastings, which includes data on energy use, participation in utility energy conservation programs, and savings associated with participation in those programs. Data was provided by Xcel Energy, Dakota Electric Association, and CenterPoint Energy for all Hastings premises for 2015–2017. The data helped the Energy Action Team understand Hastings’ energy use and opportunities for energy conservation and renewable energy. Data included in this section will also establish a baseline against which progress toward goals will be compared to in the future.

#### Electric and Natural Gas Premises

In 2017, there were over 10,000 electric premises and over 8,000 natural gas premises within the city limits.<sup>16</sup> Xcel Energy and Dakota Electric provide electric service to Hastings, and CenterPoint Energy provides natural gas service. A breakdown of the City’s electric premises by sector is shown in Figure 6 and Figure 7. Municipal premises are separated from commercial and industrial premises in the electric data shown (Figure 6), but are not available separately from natural gas data at this time.

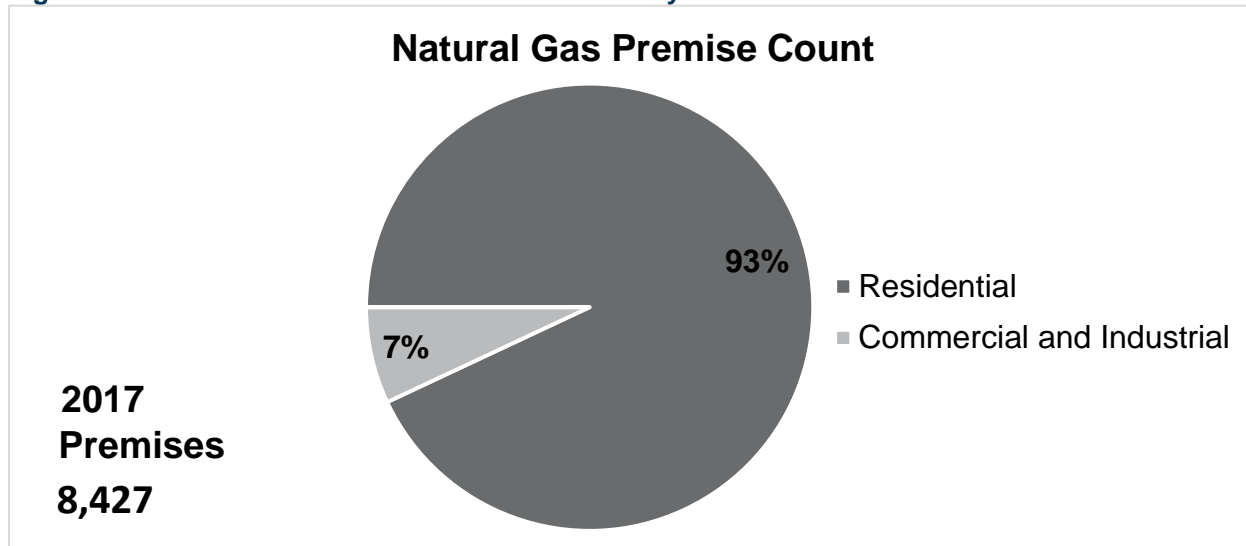
**Figure 6: 2017 Electric Service Premise Count by Sector<sup>17</sup>**



<sup>16</sup> A premise is a unique identifier for the location of an energy service.

<sup>17</sup> Includes data from Xcel Energy and Dakota Electric Association.

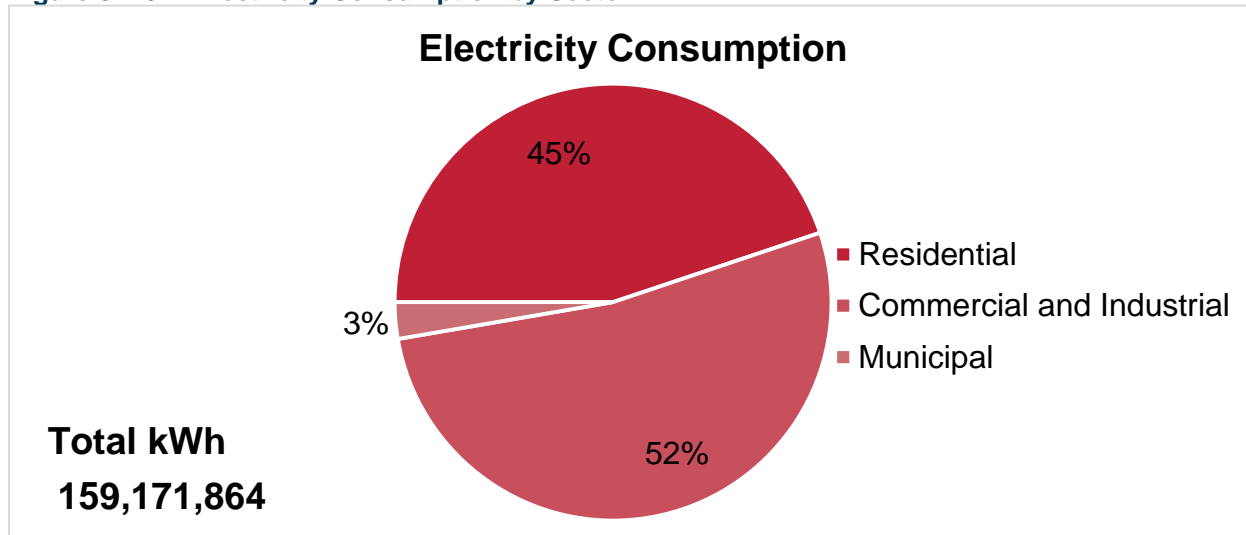
Figure 7: 2017 Natural Gas Service Premise Count by Sector<sup>18</sup>



### Electricity and Natural Gas Consumption by Sector

While commercial and industrial premises only make up 8% of electric premises and 7% of natural gas premises, they account for 52% of the community’s electricity consumption and 41% of natural gas consumption (Figure 8 and Figure 9). Municipal premises consumed 3% of electricity community-wide and accounted for 1% of electric premises.<sup>19</sup>

Figure 8: 2017 Electricity Consumption by Sector<sup>20</sup>

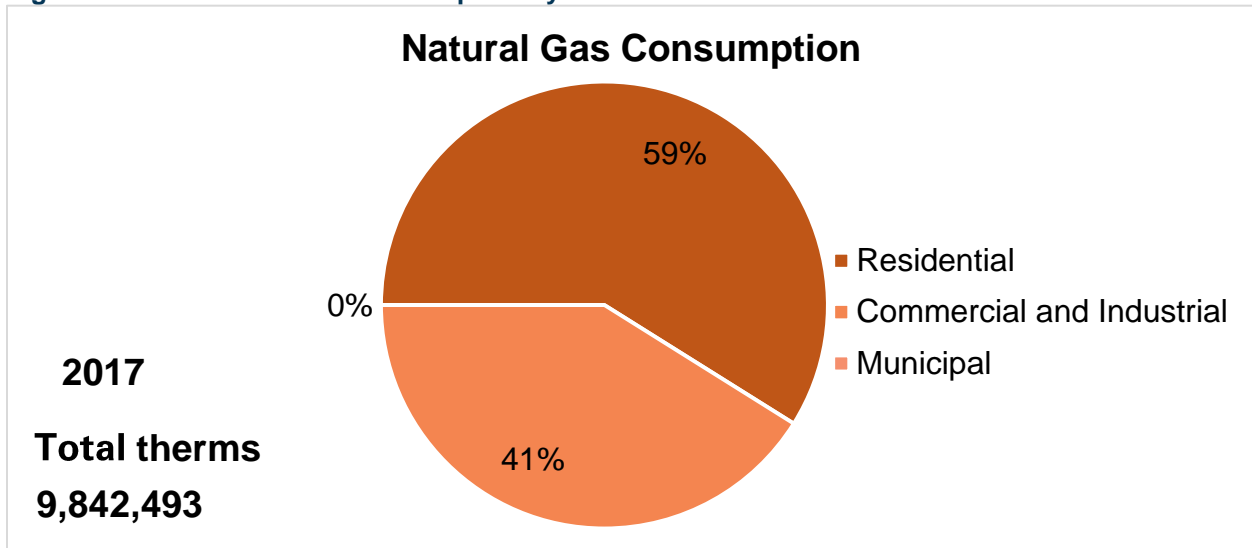


<sup>18</sup> Includes data from CenterPoint Energy.

<sup>19</sup> Natural gas use and premise counts for municipal facilities not available at this time.

<sup>20</sup> Includes data from Xcel Energy and Dakota Electric Association.

Figure 9: 2017 Natural Gas Consumption by Sector<sup>21</sup>



### Energy Use Trends<sup>22</sup>

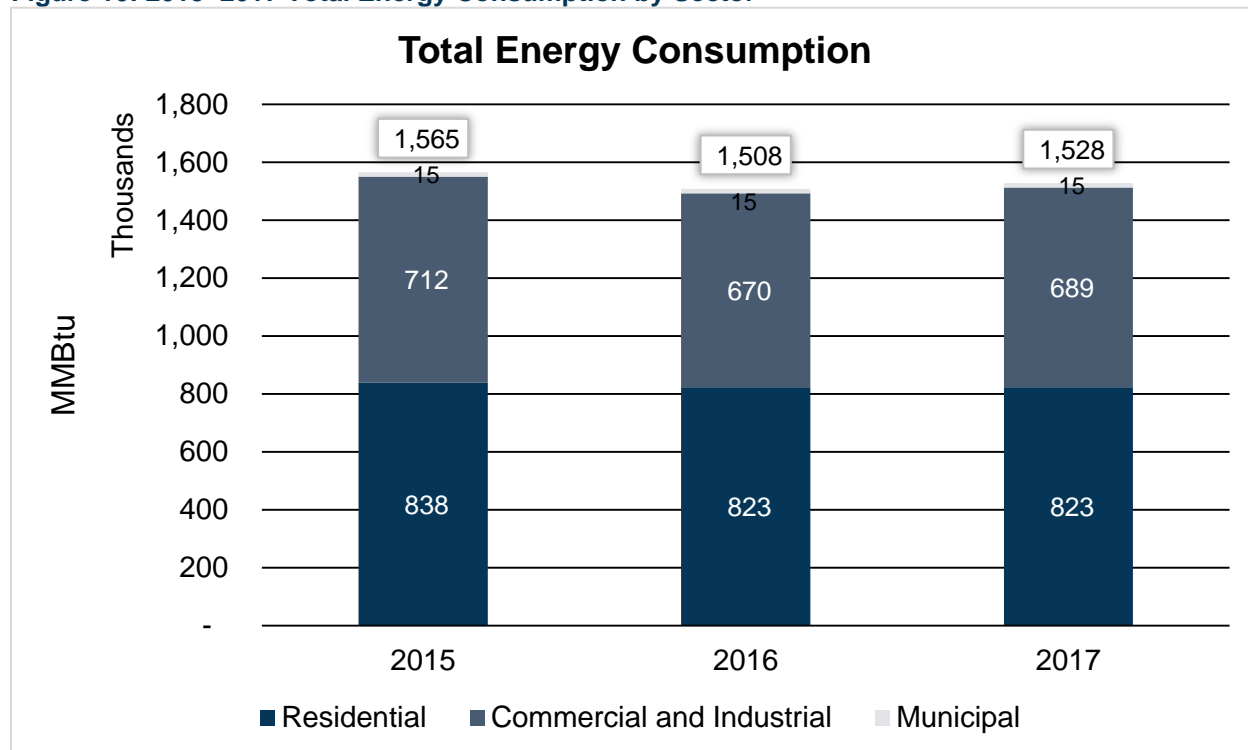
Over the baseline period of 2015 to 2017, total energy use decreased 2% community-wide. This corresponded with a 4% decrease in electricity consumption and a 1% decrease in natural gas consumption. As shown in Figure 10, residential premises are responsible for the majority of community-wide energy use.

---

<sup>21</sup> Includes data from CenterPoint Energy.

<sup>22</sup> For the purpose of this plan, energy refers to electric and natural gas consumed by premises.

Figure 10: 2015–2017 Total Energy Consumption by Sector<sup>23</sup>



### Greenhouse Gas Emissions and Trends

Similar to community energy use, residential premises were responsible for the greatest portion of greenhouse gas emissions in Hastings. In 2017, energy use in Hastings accounted for over 111,500 MTCO<sub>2</sub>, approximately equivalent to 23,600 passenger vehicles driven for one year.<sup>24</sup> Table 8 shows that community-wide greenhouse gas emissions from energy use have been trending downwards over the three years shown, and at a faster rate than electricity and natural gas use. While overall energy use decreased by 2% from 2015 to 2017, carbon emissions decreased 14% in the same period. The faster rate of decreasing emissions can be attributed to “grid decarbonization,” which includes the current and planned reductions in the carbon intensity of electricity provided by Xcel Energy through the addition of low- or no-carbon energy sources to the electricity grid.<sup>25</sup>

<sup>23</sup> Includes data from Xcel Energy, CenterPoint Energy, and Dakota Electric Association. “Municipal” in this chart refers only to municipal electricity use.

<sup>24</sup> United States Environmental Protection Agency, [Greenhouse Gas Equivalencies Calculator](#).

<sup>25</sup> For more information about Xcel Energy’s Carbon Reduction Plans, see [“Building a Carbon-Free Future.”](#)



Figure 11: 2017 Greenhouse Gas Emissions by Sector

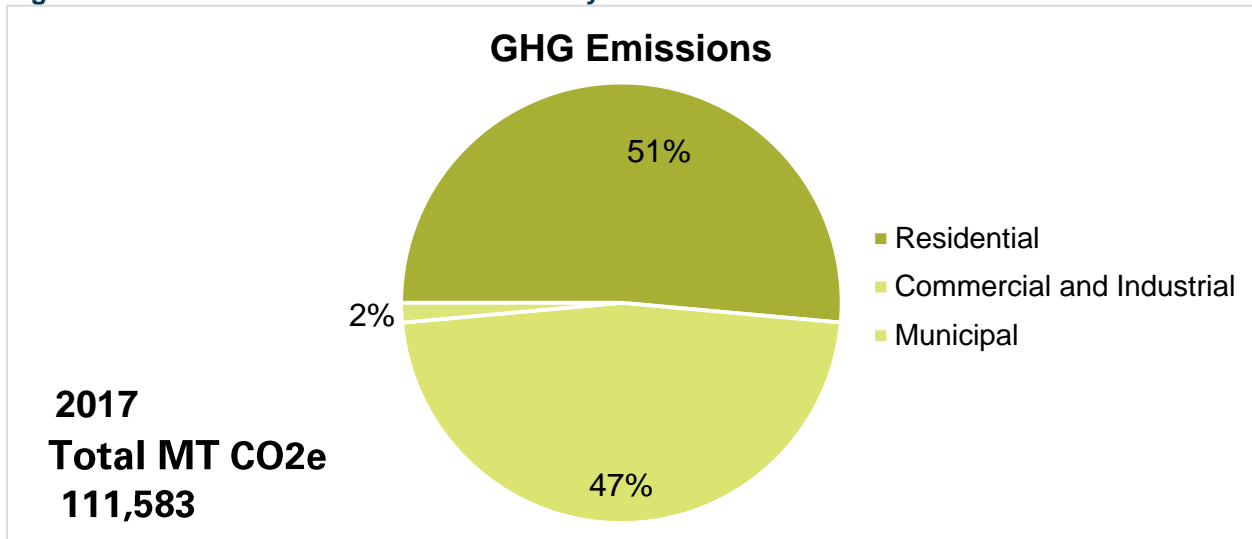
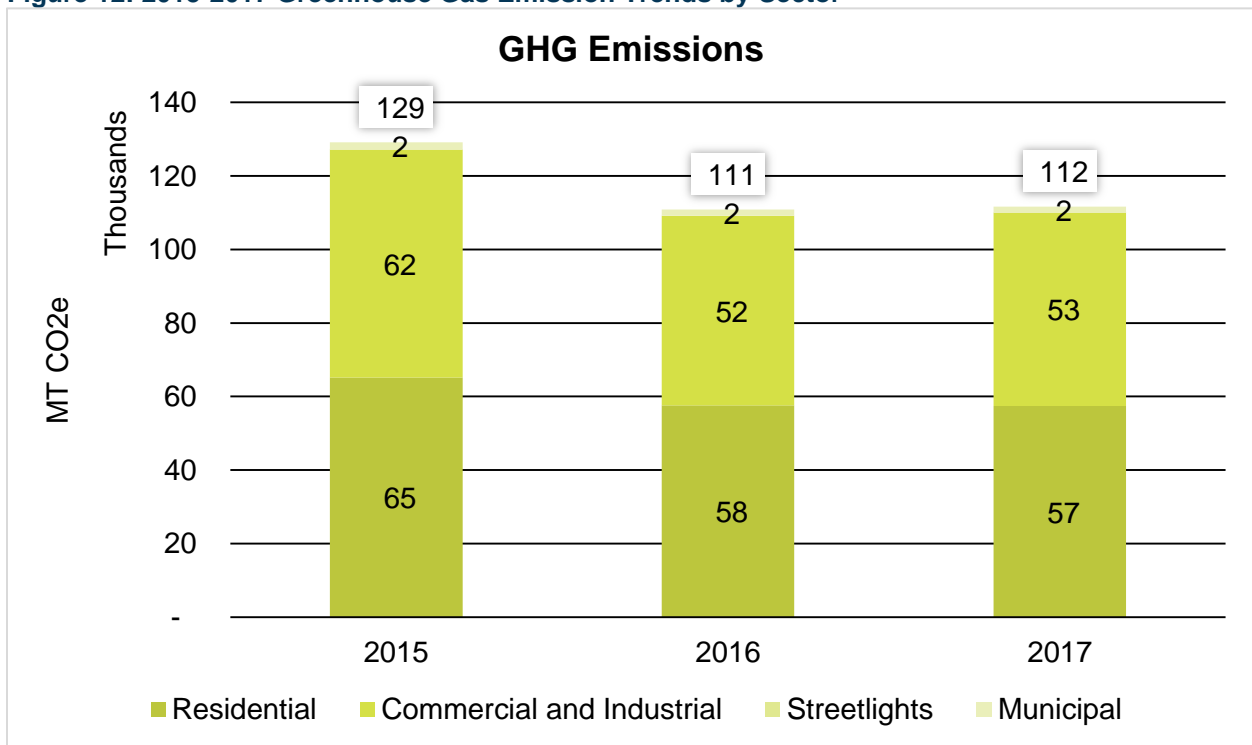


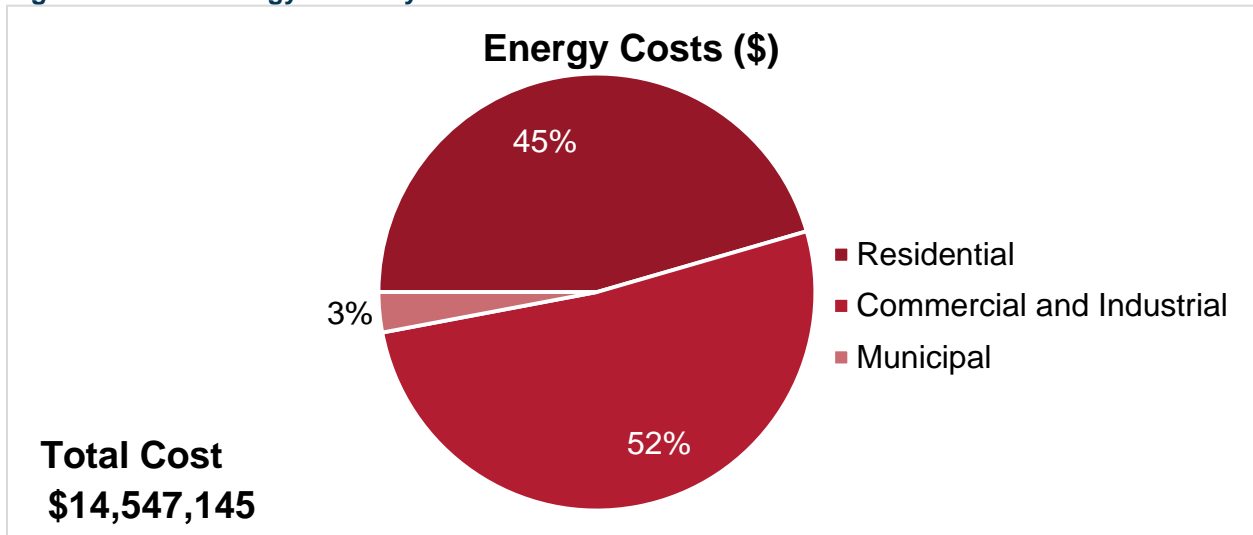
Figure 12: 2015-2017 Greenhouse Gas Emission Trends by Sector



**Energy Costs and Trends (2015–2017)**

In 2017 alone, Hastings customers spent over \$14.5 million on energy. Residents spent over \$6.6 million, while commercial and industrial customers spent over \$7.4 million. The City of Hastings spent \$431,000 on electricity for city-owned facilities in 2017.

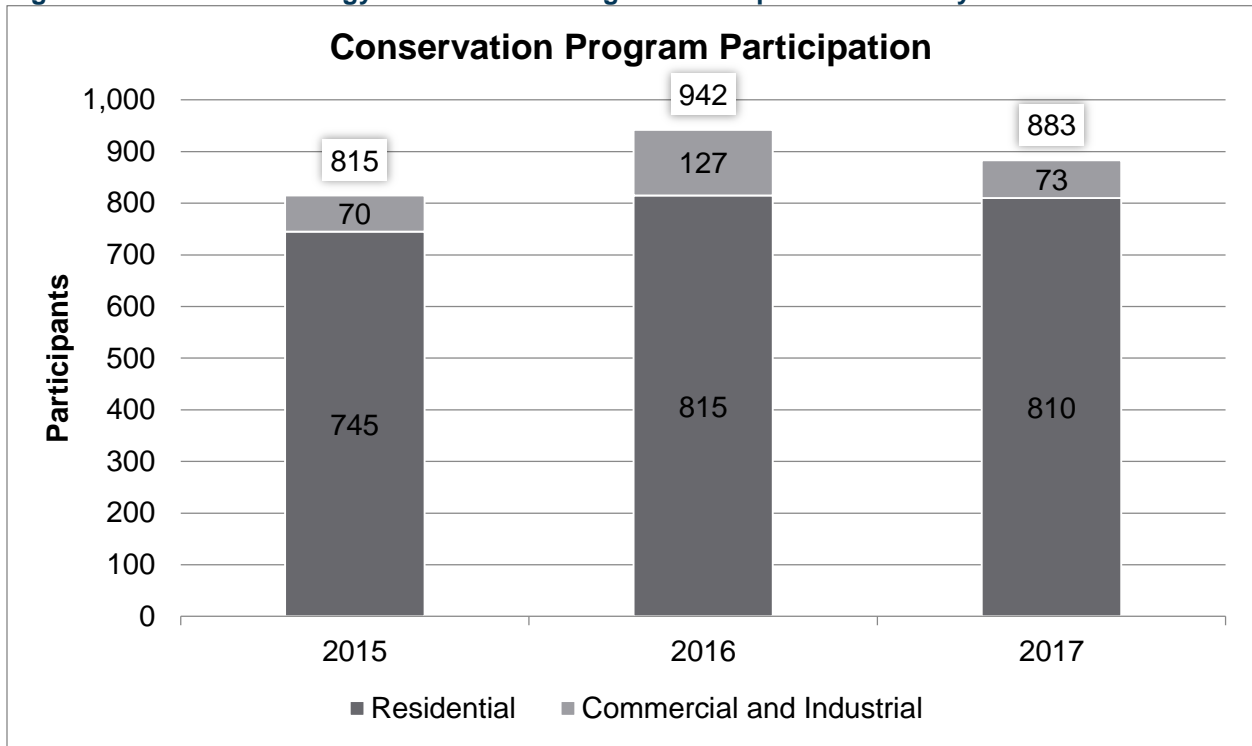
Figure 13: 2017 Energy Costs by Sector



### Energy Conservation Program Participation

Hastings residents and businesses have actively participated in utility energy conservation programs. Figure 14 shows total participation in all utility conservation programs from 2015–2017. Tables 9, 10, and 11 show program participation by utility.

Figure 14: 2015–2017 Energy Conservation Program Participation Trends by Sector<sup>26</sup>



<sup>26</sup> Includes data from Xcel Energy, CenterPoint Energy, and Dakota Electric. Home Energy Squad participation is only counted from Xcel Energy to avoid double counting.

**Table 9: 2015–2017 Xcel Energy Energy Conservation Program Participation and Savings by Sector**

	Programs	2015		2016		2017	
		Participants	Savings (kWh)	Participants	Savings (kWh)	Participants	Savings (kWh)
Residential	Efficient New Home Construction	5	3,262	2	776	1	878
	Home Energy Audit	2	-	3	-	3	-
	Home Energy Savings Program	4	1,456	9	567	4	528
	Home Energy Squad	16	10,651	7	5,031	10	14,324
	Low-Income Home Energy Squad	-	-	-	-	37	22,437
	Multi-Family Energy Savings Program	-	-	-	-	-	-
	Residential Cooling	74	41,010	98	58,112	76	24,753
	Residential Heating	62	38,418	63	44,768	111	75,997
	Refrigerator Recycling	41	37,953	19	18,499	41	42,161
	Residential Saver's Switch	99	792	58	464	136	274
	Smart Thermostat	-	-	13	-	4	75
	Commercial	Computer Efficiency	-	-	1	4,550	-
Cooling		4	78,088	3	79,901	5	5,930
Custom Efficiency		1	13,292	1	323,930	1	263,702
Data Center Efficiency		-	-	-	-	-	-
Efficiency Controls		-	-	-	-	1	551,281
Electric Rate Savings		1	(1,328)	-	-	3	11,134
Energy Design Assistance		-	-	-	-	-	-
Energy Efficient Buildings		-	-	1	149,216	1	65,151
Fluid System Optimization		3	407,453	1	76,649	1	3,852
Foodservice Equipment		-	-	-	-	-	-
Heating Efficiency		-	-	-	-	1	3,783
Lighting Efficiency		12	210,286	14	166,141	16	417,681
Motor Efficiency		3	170,720	5	305,407	2	35,465
Multi-Family Building Efficiency		-	-	-	-	-	-
Process Efficiency		-	-	-	-	-	-
Recommissioning		-	-	-	-	-	-
Saver's Switch for Business		2	15	50	727	2	5
Small Business Lighting		8	46,548	19	566,390	6	63,782
Turn Key Services	-	-	1	-	1	-	

**Table 10: 2015–2017 CenterPoint Energy Energy Conservation Program Participation and Savings by Sector<sup>27</sup>**

	Programs	2015		2016		2017	
		Participants	Savings (kWh)	Participants	Savings (kWh)	Participants	Savings (kWh)
Residential	CenterPoint Energy Home Efficiency Rebates <sup>28</sup>	346	19,690	409	23,800	298	28,860
	CenterPoint Energy Home Insulation Rebates	9	1,540	2	260	-	-
	CenterPoint Energy Home Energy Squad	13	1,420	7	650	13	623
	CenterPoint Energy Residential Energy Audit	8	n/a	4	n/a	-	-
	CenterPoint Energy New Home Construction Rebates <sup>29</sup>	3	1,090	6	1,460	12	300
	CenterPoint Energy Low-income Residential Programs	6	950	5	170	-	-
Commercial	CenterPoint Energy — C&I Heating and Water Heating Rebates	28	52,690	23	62,480	27	29,490
	CenterPoint Energy — All Other C&I Programs	5	2,600	5	66,850	5	11,660

<sup>27</sup> Certain programs are excluded from these charts and participation counts. For CenterPoint Energy, these programs are Home Energy Reports and Low-Flow Showerhead and Aerator.

<sup>28</sup> Includes Heating System, Water Heating, Hearth, Laundry & Thermostat Rebates

<sup>29</sup> Includes CenterPoint Energy Whole Home New Construction for 2015 and 2016.

**Table 11: 2015–2017 Dakota Electric Association Energy Conservation = Program Participation and Savings by Sector<sup>30</sup>**

	Programs	2015		2016		2017	
		Participants	Savings (kWh)	Participants	Savings (kWh)	Participants	Savings (kWh)
Residential	Dakota Electric Income Qualified Programs	-	-	5	3,878	2	188
	Dakota Electric Residential Cooling Rebates	31	9,969	48	16,967	55	32,497
	Dakota Electric Other Equipment Rebates	6	4,132	11	5,546	4	3,262
	Dakota Electric Refrigerator and Freezer Recycling	10	10,029	21	21,501	16	16,266
Commercial	Dakota Electric LED Lighting	3	86,481	3	27,988	-	-
	Dakota Electric Whole Building Commissioning & Retrofit	-	-	-	-	1	219,000

### How is Hastings Investing in Renewable Energy?

In 2017, 335 total Hastings residents and businesses subscribed to support renewable energy through Xcel Energy's Windsorce<sup>®</sup>, Dakota Electric's Wellspring Renewable Energy<sup>®</sup>, and community solar gardens (Table 12). On-site installations were less popular, with only two residential premises and four business premises participating in Solar\*Rewards and no customers participating in Dakota Electric Solar.

<sup>30</sup> Certain programs are excluded from these charts and participation counts. For Dakota Electric, these programs are LED lights, CFL Bulbs, Holiday LEDs.

Table 12: 2017 Renewable Energy Support Summary by Sector

	Residential	Commercial & Industrial
<b>Windsorce®</b>		
<b>Subscribers</b>	210	2
<b>Subscription Amount (kWh)</b>	463,321	17,466
<b>Community Solar Gardens<sup>31</sup></b>		
<b>Subscribers</b>	103	1
<b>Subscribed Amount (kWh)</b>	277,107	2,988
<b>Solar*Rewards<sup>32</sup></b>		
<b>Installations</b>	2	4
<b>Total Capacity (kW)</b>	17	107
<b>Wellspring Renewable Energy</b>		
<b>Subscribers</b>	18	-
<b>Subscribed Amount (kWh)</b>	59,100	-
<b>Dakota Electric Solar</b>		
<b>Installations</b>	-	-
<b>Total Capacity (kW)</b>	-	-

---

<sup>31</sup> Xcel Energy Community Energy Report, 2017.

<sup>32</sup> Ibid.

## Appendix 4: Methodology for Measuring Success

As part of implementation support, Partners in Energy will provide biannual progress reports for Xcel Energy participation and savings data. All goals will be measured against a 3-year baseline of 2015–2017 data unless otherwise noted.

The following section defines the 3-year baseline against which progress will be measured, including the utility program(s) included in the baseline.

### Residential Energy Efficiency Focus Area Goals

1. 100 Home Energy Squad<sup>®</sup> visits completed annually.

This target will be measured against a 3-year baseline of 26, which includes participation counts from Xcel Energy's Home Energy Audit, Home Energy Squad, and Low-income Home Energy Squad.

2. 20 home insulation projects completed.

This target will be measured against a 3-year baseline of 4, which includes participation counts from CenterPoint Energy Home Insulation Rebates.

Note: CenterPoint Energy data not included in biannual progress reports.

3. 70 refrigerator or freezer recycling rebates annually.

This target will be measured against a 3-year baseline of 50, which includes participation counts from Xcel Energy's Refrigerator Recycling and Dakota Electric Association Refrigerator and Recycling.

Note: Dakota Electric Association data not included in biannual progress reports.

4. Distribute 200 LED bulbs at community events.

Xcel Energy provided 200 LED bulbs to Hastings City Staff on April 26, 2019.

This target will be measured against success of distributing those bulbs.

Additional bulbs provided by Xcel Energy, Dakota Electric Association, or another entity will be included in the total count.

### Business Energy Efficiency Focus Area Goals

1. Conduct two business blitzes.

This target will be measured against a baseline of zero.

2. 100 commercial and industrial energy conservation program participants annually.



This target will be measured against a 3-year baseline of 89, which includes all participation counts in Xcel Energy, CenterPoint Energy, and Dakota Electric Association commercial and industrial programs and rebates.

Note: CenterPoint Energy and Dakota Electric Association data not included in biannual progress reports.

### **Electric Vehicles Focus Area Goals**

1. Host three electric vehicle showcase events.

This target will be measured against a baseline of zero. All showcase events hosted between April 2019 and December 2020 will be included.

2. Deliver one fleet electrification workshop.

This target will be measured against a baseline of zero. All electrification workshops hosted by the City will be included.

## Appendix 5: Glossary of Terms

**15 x 15:** Xcel Energy's privacy rule, which require all data summary statistics to contain at least 15 premises, with no single premise responsible for more than 15% of the total. Following these rules, if a premise is responsible for more than 15% of the total for that data set, it is removed from the summary.

**Conservation Improvement Programs (CIP):** Portfolio of approved utility energy efficiency and demand management programs. Minnesota electric utilities have a goal of saving 1.5% of their total energy sales each year via customer conservation efforts. Minnesota natural gas utilities have a goal of saving 0.5% of their total energy sales each year via customer conservation efforts.

**Energy Burden:** Percentage of gross household income spent on energy costs.

**Greenhouse Gases (GHG):** Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

**Grid Decarbonization:** The current planned reduction in the carbon intensity of electricity provided by electric utilities through the addition of low- or no-carbon energy sources to the electricity grid.

**Kilowatt-hour (kWh):** A unit of electricity consumption.

**Million British Thermal Units (MMBtu):** A unit of energy consumption that allows both electricity and natural gas consumption to be combined.

**Metric Tons of Carbon Dioxide Equivalent (MTCO<sub>2e</sub>):** A unit of measure for greenhouse gas emissions. The unit "CO<sub>2e</sub>" represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO<sub>2</sub>), based on the global warming potential (GWP) of the gas.

**Premise:** A unique identifier for the location of electricity or natural gas service. In most cases it is a facility location. There can be multiple premises per building, and multiple premises per individual debtor.

**Renewable Energy Certificate (REC):** For every megawatt-hour of clean, renewable electricity generation, a renewable energy certificate (REC) is created. A REC embodies all of the environmental attributes of the generation and can be tracked and traded separately from the underlying electricity. Also known as a Renewable Energy Credit.

**Resilience:** The ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents

**Therm (thm):** A unit of natural gas consumption.

**Trade Partner:** Trade Partners, also known as Trade Allies or Business Trade Partners, are vendors and contractors who work with business and residential customers servicing, installing, and providing consulting services regarding the equipment associated with utility rebate programs. Their support for utility programs can range from providing equipment and assisting with rebate paperwork, to receiving rebates for equipment sold.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Interim City Administrator Julie Flaten**  
**Date: June 17, 2019**  
**Item: Solar Subscription Opportunities**

**Council Action Requested:**

Accept the recommendation of the Utilities Committee of the Council (\*Balsanek, Folch, Lund) to direct staff to prepare and release a Request for Proposals for solar subscriptions.

**Background Information:**

The City Council first took up the topic of solar subscriptions in 2017. In June of 2017 the City solicited proposals for solar subscriptions and met with the Utilities Committee of the Council. In October of 2017 the City Council rejected the proposals and did not move forward.

At the City Council's April 1, 2019 meeting Councilmember Folch requested the topic of solar subscriptions be revisited. At that time the City Council referred the item to the Utilities Committee of the Council.

The Utilities Committee of the Council (\*Balsanek, Folch, Lund) met on Monday, May 20, 2019 and heard a presentation from Pete Lindstrom and Lissa Pawlisch from Clean Energy Resource Teams (CERTS). The Committee unanimously recommended the full council ask staff to prepare a Request for Proposals for solar subscriptions. Once the RFQ's are received the Utilities Committee of the Council will schedule a meeting to review.

**Financial Impact:**

TBD

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

Utilities Committee of the Council

**Attachments:**

# memo



**The Mercer Group, Inc.**

*Consultants To Management*

To: Mayor Fasbender  
Members of the City Council  
Hastings, Minnesota

From: Jim Miller  
Senior Vice President  
The Mercer Group, Inc.

Date: 6/13/2019

Re: Semi-finalist City Administrator selection

---

At its June 3<sup>rd</sup> meeting, the City Council appointed the members of the Administrative Committee to serve as an ad hoc committee for the purpose of interviewing semi-finalist candidates for the City Administrator position. The ad hoc committee will meet on the late afternoon/early evening of Wednesday, June 19 and Monday, June 24 to conduct the interviews. These interviews will be the basis for selecting finalists for interview by the City Council in July.

At the June 17 City Council meeting, the City Council is being asked to select the candidates to be interviewed by the ad hoc interview committee. You will separately receive a candidate report which identifies all 43 applicants and provides comments about each. The City Council is asked to select no more than eight semi-finalists based on the information in the candidate report and discussion at the June 17 City Council meeting.

As previously discussed, the names and all other identifying information about candidates must, by law, remain confidential until finalists are named. This can make the City Council's public discussion and selection of semi-finalist candidates somewhat awkward as no candidate revealing questions can be asked or information disclosed in response.

Therefore, at the June 17 meeting it is suggested that the City Council refer to candidates only by the number assigned to each in the candidate report when asking questions of the consultant or in discussions with each other. Likewise, using pronouns rather than names will be necessary and all reference to current or previous employment must be generic.

# memo

The candidate report divides the applications into three categories based on my assessment of how each meets the required and desired qualifications for the new City Administrator as approved by the City Council for the recruitment profile: most qualified, potentially qualified (these would require additional research into their respective backgrounds if they are further considered), and not qualified (because of no relevant local government experience or their background). It is suggested that the City Council begin its discussion on those candidates identified as being most qualified in the report.

The consultant will be present at the June 17 City Council meeting to answer questions concerning the candidates and process.