

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, September 16, 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 on September 3, 2019 and workshops on September 3 and 9, 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. Approve Pay Estimate No. 3 for the 2019-1 Neighborhood Infrastructure Project in the amount of \$1,110,317.06
- 3. Resolution: Approve a Massage Therapy License for Jeanne Lecher
- 4. Resolution: Accept Donation from Irish Football Boosters to Parks & Recreation Department in the amount of \$1,586.63
- 5. Approve Special Event Request from Awaken the Dawn for October 17 – 19, 2019
- 6. Approve Special Event Request for Candy Crawl on October 31, 2019

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. REPORT FROM CITY STAFF

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

A. Public Works

B. Community Development

- 1. Resolution: Type II Home Occupation Permit – Dean and Shirley Markuson (201 East 7th Street)

C. Administration

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1. Approve Cost Sharing Agreement and Lease Agreement with Independent School District #200
2. Resolution: Approve Preliminary 2020 City Property Tax Levy, Preliminary Budget and Setting Truth in Taxation Hearing
3. Resolution: Approve Proposed 2020 HEDRA – HRA Special Tax Levy

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, October 7, 2019 7:00 p.m.

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

The City Council of the City of Hastings, Minnesota met in a regular meeting on Tuesday, September 3, 2019, at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Staff Present: Interim City Administrator Julie Flaten
City Attorney Dan Fluegel
Community Development Director John Hinzman
Parks and Recreation Director Chris Jenkins
Police Chief Bryan Schafer
Deputy Police Chief David Wilske

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the Regular City Council meeting and workshop on August 19, 2019 and Special Council meeting on August 28, 2019.

Minutes were approved as presented.

Consent Agenda

1. Pay Bills as Audited
2. Approve Pay Estimate No. 1 – 2019 Water Meter Replacements (Core & Main) – \$300,334.95
3. Approve Water Service Repair Assessment Request – 578 Kendall Drive (Schmitz)
4. Resolution No. 09-01-19: Approve a One-Day Gambling Permit for Oak Ridge Manor Resident Association on November 9, 2019
5. Resolution No. 09-02-19: Acceptance and Appreciation of a Donation from Sara Sticha and Family to the Parks and Recreation Department
6. Resolution No. 09-03-19: Acceptance and Appreciation of Donations from Numerous Local Businesses and Individuals for the 2019 National Night Celebration
7. Approve Change Order #11 for City Hall Masonry Restoration

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

Public Hearing, 2nd Reading, Adopt Ordinance No. 2019-04: Amend City Code Chapter 155 – Climate Controlled Storage in C-4 Zoning District

Hinzman introduced the item and requested Council to hold a public hearing and complete a second reading of the proposed ordinance amendment to allow climate-controlled storage facilities within the C-4 Zoning District; City Code Sections 155.02 and 155.32. He detailed the Planning Commission's discussion relating to the proposed ordinance amendment and that the Planning Commission unanimously voted to approve the amendment.

The public hearing was opened at 7:10 p.m.

Hearing no comments, the public hearing was closed at 7:11 p.m.

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Council discussed clarification of square foot limits of stand alone buildings and multi-tenant buildings, other locations which climate-controlled storage may be permitted if the ordinance was amended.

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

Public Hearing: Geek Grind, LLC Sidewalk Café License Application

Flaten discussed Geek Grind's proposed sidewalk café and requested Council to hold a public hearing regarding this item.

The public hearing was opened at 7:16 p.m.

Hearing no comments, the public hearing was closed at 7:17 p.m.

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

Hastings Police Department Body Camera Audit Report

Schafer discussed the history of the Hastings Police Department Body Camera program, the purpose for the audit report and the audit report findings.

Council commended the Police Chief and all Police Department staff on the body camera program implementation. They discussed volume of data generated, officer experience with cameras and common storage solutions with other Dakota County Law Enforcement agencies.

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

Mobile Command Vehicle

Schafer introduced Wilske who detailed the need for a mobile command vehicle, the purchase of a used one from the City of Minneapolis and costs for maintenance and to customize the outside of the vehicle with the City of Hastings logo.

Council discussion on specialty training needed to drive or operate the vehicle, vehicle storage, deployment of staff for vehicle use during emergencies and events, future replacement planning, collecting usage data and technology needs.

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

Resolution No. 09-04-19: Vermillion River Regional Greenway

Jenkins introduced John Mertens, Senior Planner for Dakota County, who described Dakota County's Master Trail Plan, the Vermillion River Regional Greenway corridor project and the City's participation in the Master Trail Plan.

Council discussed the maintenance and ownership transfers to Dakota County for various sections of trail, costs after the Joint Powers Agreement has been established, clarification on what is being asked of Council, update on Hastings to Red Wing trail and Vermillion River trail segments.

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

Mayor Fasbender and Councilmembers made the following announcements

- Utilities Committee of the City Council will meet on Wednesday, September 4th at 5:30 p.m. at City Hall.
- City Council Workshop will conduct a workshop on Monday, September 9th at 5:30 p.m. at City Hall to discuss the 2020 budget.
- Planning Commission will meet on Monday, September 9th at 7:00 p.m.
- Parks & Recreation Commission will hold a workshop on Tuesday, September 10th at 7:00 p.m. at the Joint Maintenance Facility.
- HEDRA will meet on Thursday, September 12th at 6:00 p.m. at City Hall.
- City Council will hold a workshop on Monday, September 16th at 5:30 p.m. at City Hall to discuss Tax Increment Financing Districts.
- Rivertown Live Chicago concert in Friday, September 6th in Levee Park.
- Councilmember Vaughan will attend the Great River Rail Commission meeting on Thursday, September 5th at 9:30 a.m.
- Vietnam Day at the American Legion on Saturday, September 7th from 12:00 – 3:00 p.m.
- Councilmember Folch thanked all the volunteers who assisted with the first Electric Vehicle Showcase held during the Downtown Car Show on Saturday, August 24th.

The meeting was adjourned at 8:24 p.m.

Mary Fasbender, Mayor

Julie Flaten, City Clerk

**Hastings, Minnesota
City Council Workshop
August 19, 2019**

The City Council of the City of Hastings, Minnesota met in a workshop on Tuesday, September 3, 2019 at 6:00 p.m. in the Volunteer Room at the Hastings City Hall, 101 East 4th 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
Economic Development Director Rusty Fifield

Others Present: Chamber President Kristy Barse
Dakota County Commissioner Mike Slavik
Dakota County CDA Executive Director Tony Schertler

Mayor Fasbender called the workshop to order at 6:00 p.m.

Dakota County Commissioner Slavik introduced Tony Schertler, Executive Director of the Dakota County Community Development Agency (CDA). Schertler gave a presentation on the structure and mission of the CDA. He discussed affordable rental housing for seniors, workforce, public, and youth. He also discussed the number of CDA units within the City of Hastings, average rents charged, vacancy rates. Schertler also discussed the neighborhood stabilization lot program, housing financial assistance programs, and redevelopment incentive grants.

City council discussion on process for waiting lists and inventory of people with needs, supportive housing concept, program information availability, building neighborhood consensus, determining what Hastings needs are, homelessness needs, and data needed to move forward so the City can work effectively with the CDA.

ADJOURNMENT

Motion to adjourn by Councilmember Balsanek, seconded by Councilmember Braucks at 6:51 p.m.

Mary D. Fasbender, Mayor

Julie Flaten, City Clerk

**Hastings, Minnesota
City Council Workshop
September 9, 2019**

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, September 9, 2019 at 5:30 p.m. in the Volunteer Room at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Staff Present: Interim City Administrator Julie Flaten
Finance Manager Melanie Lammers
Senior Accountant Ashley Parker

Mayor Fasbender called the workshop to order at 5:35 p.m.

Interim City Administrator and Finance Director Lammers provided a presentation which gave historical market value, tax levy, and tax rate information. The presentation picked up on where the previous budget workshops left off and council had discussions on items to consider for inclusion in the 2020 budget. They also discussed how to fund some longer-term projects.

Council recommended bringing forward a preliminary tax levy increase of 3.9% to the September 16, 2019 Council meeting. The HEDRA will be brought forward at this time.

ADJOURNMENT

Motion to adjourn by Councilmember Vaughan, seconded by Councilmember Balsanek at 8:09 p.m.

Mary D. Fasbender, Mayor

Julie Flaten, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang - Accountant

Date: 09/12/2019

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of Aug 2019 Xcel payments.

Council review of weekly routine disbursements issued 09/10/2019.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 09/17/2019.

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:

Aug Xcel Payments	\$	66,143.64
Disbursement checks, EFT, HEDRA issued on 09/10/2019	\$	184,692.56
Disbursement checks, EFT, HEDRA to be issued on 09/17/2019	\$	1,662,348.80

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Council Reports

XCEL AUTOMATIC PAYMENTS

Aug 2019 Payments

Xcel Acct #	Amount	Date Paid	Account #
51-6960213-7	3,262.53	29-Aug	101-140-1403-6343
51-6960208-0	1,379.42	9-Aug	101-140-1404-6343
51-8110141-1	968.86	9-Aug	101-140-1407-6343
51-6960210-4	112.91	9-Aug	101-300-3100-6343
51-6960210-4	564.56	9-Aug	101-301-3200-6343
51-0263715-0	224.48	12-Aug	101-302-3201-6343
51-6960218-2	12,461.05	19-Aug	101-302-3201-6343
51-6960215-9	3,029.63	7-Aug	200-401-4440-6343
51-0010048093-4	13.60	9-Aug	200-401-4440-6343
51-0011082067-5	93.15	9-Aug	200-401-4440-6343
51-6960220-6	1,096.95	9-Aug	200-401-4447-6343
51-6960209-1	4,136.48	27-Aug	201-401-4240-6343
51-6960214-8	1,056.70	9-Aug	213-210-2100-6343
51-7216831-9	513.50	9-Aug	220-450-4160-6343
51-6960216-0	10,617.76	31-Jul	600-300-3300-6343
51-6960210-4	451.65	9-Aug	600-300-3300-6343
51-6960216-0	12,256.94	29-Aug	600-300-3300-6343
51-6960216-0	3,143.51	31-Jul	600-300-3302-6343
51-6960216-0	3,585.14	29-Aug	600-300-3302-6343
51-6960217-1	1,273.06	7-Aug	601-300-3400-6343
51-6960211-5	5,901.76	14-Aug	615-401-4103-6343
TOTAL	<u>66,143.64</u>		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-01	AMOUNT
ADMINISTRATION	GENERAL	JAMES F MILLER	BACKGROUND CHECKS, VERIFIC		243.77
			TOTAL:		243.77
FACILITY MANAGEMENT	GENERAL	MCPHILLIPS BROS ROOFING CO	COMPLETED PD ROOF INSTALL		14,760.00
		MAJESKI PLUMBING & HEATING	INSTALL RPZ-IRRIGATION WTR		757.37
		SUNBELT RENTALS, INC	PD GENERATOR RENTAL		2,345.20
		ECOLAB PEST ELIMINATION DIVISION	CONTRACTED PEST CONTROL-CS		84.47
			CONTRACTED PEST CONTROL-CH		143.84
			CONTRACTED PEST CONTROL-PD		90.28
			CONTRACTED PEST CONTROL-FD		76.04
		ELECTRO WATCHMAN, INC	S2 SECURITY SYSTEM REPAIR		288.04
		W.W. GRAINGER, INC.	AIR COMPRESSOR MOTOR CSN		207.77
			TOTAL:		18,753.01
I.I.T.	GENERAL	COMCAST	COMCAST HIGH-SPEED INTERNE		84.90
		CDW GOVERNMENT INC	KINGSTON RAM		158.88
			NUANCE DRAGON FOR FIFIELD		254.15
			TOTAL:		497.93
POLICE	GENERAL	DAKOTA COMMUNICATIONS CENTER	SEPT DCC FEE/CAPITAL PROJ.		22,029.50
			SEPT DCC FEE/CAPITAL PROJ.		1,001.00
			OCT DCC FEE/CAPITAL PROJ.		22,029.50
			OCT DCC FEE/CAPITAL PROJ.		1,001.00
		INNOVATIVE OFFICE SOLUTIONS, LLC	DECAF COFFEE, PAPER, ENV.,		632.74
		CARDIAC LIFE PRODUCTS, INC.	6 AED'S		8,002.40
		DAKOTA ELECTRIC ASSN	ELECTRIC SERVICES		16.07
		MILLER & HOLMES, INC.	SQUAD CAR WASHES 3/11-7/21		375.00
			TOTAL:		55,087.21
PUBLIC WORKS	GENERAL	SUBURBAN RATE AUTHORITY	2ND HALF 2019 SRA MEMBERSH		1,130.00
			TOTAL:		1,130.00
PUBLIC WORKS STREETS	GENERAL	PRECISE MOBILE RESOURCE MGMT. LLC	DATA PLAN		203.88
		EXPRESS AUTO PARTS	AIR FILTERS, BLEACH, PANEL		108.70
			OIL FILTERS, FUEL FILTERS		141.31
			OIL		29.76
		SAFE-FAST, INC.	SAFETY GLASSES		115.20
			TOTAL:		598.85
PARKS & RECREATION	GENERAL	RECYCLING ASSOCIATION OF MINNESOTA	RECYCLING TRAINING CONF-PA		395.00
			RECYCLING TRAINING CONF. G		395.00
			TOTAL:		790.00
PARKS & RECREATION	PARKS	MINNESOTA UMPIRES INCORPORATED	ADULT SOFTBALL UMPIRE PAY		4,617.00
		HOMETOWN ACE HARDWARE	ADULT SAND VOLLEYBALL SUPP		10.85
			TOTAL:		4,627.85
PARKS & RECREATION	AQUATIC CENTER	INNOVATIVE OFFICE SOLUTIONS, LLC	WRISTBANDS		108.56
		HORIZON COMMERCIAL POOL SUPPLY	HAZMAT SHIPPING & STABILIZ		1,627.20
			TOTAL:		1,735.76
FIRE	FIRE & AMBULANCE	DAKOTA COMMUNICATIONS CENTER	SEPT DCC FEE/CAPITAL PROJ.		22,029.50
			SEPT DCC FEE/CAPITAL PROJ.		1,001.00
			OCT DCC FEE/CAPITAL PROJ.		22,029.50
			OCT DCC FEE/CAPITAL PROJ.		1,001.00
		IMAGE TREND, INC.	APPLI. SERV. PROV. MONTHLY		675.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-01	AMOUNT
		ROSENBAUER MINNESOTA, LLC	PHASE 2 MONTHLY HOSTING FE		257.50
			SPECTRA LIGHT REPAIR-AL TR		<u>177.00</u>
			TOTAL:		47,170.50
AMBULANCE	FIRE & AMBULANCE	McKESSON MEDICAL-SURGICAL GOV. SOLUTIO PRAXAIR DISTRIBUTION-409	MEDICAL SUPPLIES		234.76
			OXYGEN		196.12
			OXYGEN		902.92
			OXYGEN		<u>160.06</u>
			TOTAL:		1,493.86
LEDUC	LEDUC HISTORIC EST	DAKOTA COUNTY HISTORICAL SOCIETY ECOLAB PEST ELIMINATION DIVISION	CLEANING AT LEDUC		5,000.00
			CONTRACTED PEST CONTROL-LD		<u>124.58</u>
			TOTAL:		5,124.58
NON-DEPARTMENTAL	City Hall Remodel	INNOVATIVE MASONRY RESTORATION LLC	CH MASONRY REPAIR-ANNEX-FI		1,975.75
			CH MASONRY REPAIR-HISTORIC		22,569.99
			WINDOW WELL FLOORS ORD #11		<u>3,826.97</u>
			TOTAL:		28,372.71
PUBLIC WORKS	2019 IMPROVEMENTS	AMERICAN ENGINEERING TESTING INC	2019-1 SAMPLING/TESTING SO		<u>8,095.90</u>
			TOTAL:		8,095.90
PUBLIC WORKS	WATER	CUMMINS SALES & SERVICE CITY OF BLOOMINGTON DAKOTA ELECTRIC ASSN GOPHER STATE ONE-CALL INC GRAPHIC DESIGN PEINE PLUMBING & HEATING	HEATER BACTERIA SAMPLING - AUG ELECTRIC SERVICES LOCATES - AUGUST DISCONNECT NOTICES HEAT PUMP, HEADS, COVER, I		119.54 273.00 37.04 311.85 161.00 <u>8,680.00</u>
			TOTAL:		9,582.43
PUBLIC WORKS	WASTEWATER	DAKOTA ELECTRIC ASSN GRAPHIC DESIGN MACQUEEN EQUIPMENT, INC.	ELECTRIC SERVICES ELECTRIC SERVICES DISCONNECT NOTICES SWIVEL, JOINTS, FREIGHT		61.10 77.79 161.00 <u>416.00</u>
			TOTAL:		715.89
PUBLIC WORKS	STORM WATER UTILIT	GRAPHIC DESIGN	DISCONNECT NOTICES		<u>161.00</u>
			TOTAL:		161.00
PARKS & RECREATION	ARENA	HUEBSCH LAUNDRY CO.	ENTRY RUG SERVICE		<u>49.11</u>
			TOTAL:		49.11
PUBLIC WORKS	HYDRO ELECTRIC	AVANT ENERGY, INC. PREMIUM WATERS, INC.	TRANSACTION FEES-AUGUST COOLER RENTAL		451.20 <u>11.00</u>
			TOTAL:		462.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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VIII-01

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===== FUND TOTALS =====
101 GENERAL                77,100.77
200 PARKS                   4,627.85
201 AQUATIC CENTER          1,735.76
213 FIRE & AMBULANCE        48,664.36
220 LEDUC HISTORIC ESTATE    5,124.58
415 City Hall Remodel Fund  28,372.71
479 2019 IMPROVEMENTS       8,095.90
600 WATER                    9,582.43
601 WASTEWATER               715.89
603 STORM WATER UTILITY      161.00
615 ARENA                     49.11
620 HYDRO ELECTRIC           462.20
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GRAND TOTAL:                184,692.56
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TOTAL PAGES: 3

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-01	AMOUNT
NON-DEPARTMENTAL	GENERAL	CITY OF HASTINGS	SPRING CLEAN UP MONEY		<u>200.00</u>
			TOTAL:		200.00
ADMINISTRATION	GENERAL	GRAPHIC DESIGN	NOTARY STAMP - SCHLEI		<u>24.50</u>
			TOTAL:		24.50
CITY CLERK	GENERAL	MEGAN SCHLEI	MILEAGE		<u>35.67</u>
			TOTAL:		35.67
FINANCE	GENERAL	GRAPHIC DESIGN	SELF INKING STAMPS		<u>190.56</u>
			TOTAL:		190.56
COMMUNITY DEVELOPMENT	GENERAL	FORTNEY, JUSTIN	MILEAGE		24.36
			MILEAGE		<u>45.00</u>
			TOTAL:		69.36
I.T.	GENERAL	CENTURY LINK	#612-E10-0514-020 911		<u>88.68</u>
			TOTAL:		88.68
POLICE	GENERAL	LOGIS/LOCAL GOVERNMENT INFORMATION SYS	LOGIS - APPL/MDC		2,855.00
		THOMSON REUTERS - WEST	AUG - CLEAR LAW ENFORCEMEN		200.55
		GALLS LLC	UNIFORMS - WILSKE		73.86
			UNIFORMS - WILSKE		25.52
			UNIFORM PATCHES		318.00
		NET TRANSCRIPTS, INC.	TRANSCRIPTION CHARGES		137.08
		SHRED RIGHT	DESTRUCTION FEES		15.00
		DAKOTA COUNTY TECH COLLEGE	PURSUIT REFRESHER-WILLERS		500.00
		SOUTH EAST TOWING OF HASTINGS INC	SEPT 2019 LOT RENT		<u>195.00</u>
			TOTAL:		4,320.01
BUILDING & INSPECTIONS	GENERAL	MISCELLANEOUS V BLK ELECTRIC	BLK ELECTRIC:E2019-287 OVE		<u>10.00</u>
			TOTAL:		10.00
PUBLIC WORKS	GENERAL	FOCUS ENGINEERING, INC.	MONTHLY RETAINER FEE -SEP		4,500.00
		CARLSON AUTO TRUCK INC.	2002 JEEP LIBERTY ENG. REP		<u>2,790.59</u>
			TOTAL:		7,290.59
PUBLIC WORKS STREETS	GENERAL	ASTLEFORD INTERNATIONAL TRUCK	LIGHT		35.27
		CAVEN, JOHN	CAVEN, JOHN-SMART PHONE RE		150.00
		FOCUS ENGINEERING, INC.	MONTHLY RETAINER FEE -SEP		2,000.00
		SPIN CITY LAUNDROMAT, LLC.	LAUNDER RAGS		20.00
		OUTLAW IRON LAWN CARE LLC	MOWING CONTRACT		1,695.00
		BOYER FORD TRUCKS	NYLON TUBING		31.40
			COOLANT		17.04
		COMMERCIAL ASPHALT CO	HOT MIX CREDIT		1,946.92
			HIT MIX 374.41 TPN		21,135.44
		UNLIMITED SUPPLIES INC.	PRIMER, PINS		65.64
			NUTS, WASHERS		27.48
			NUTS, WASHERS		<u>35.55</u>
			TOTAL:		23,265.90
PUBLIC WORKS STR. LIGH	GENERAL	DAKOTA ELECTRIC ASSN	ELECTRIC SERVICES		<u>2,496.20</u>
			TOTAL:		2,496.20
NON-DEPARTMENTAL	PARKS	MANSFIELD OIL COMPANY	625 GALLONS DIESEL		<u>1,482.88</u>
			TOTAL:		1,482.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-01	AMOUNT
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	JMF - FIRST AID SUPPLIES		90.30
		TRI-STATE BOBCAT, INC.	TOOL CAT MUFFLER		469.90
		WILDSIDE GRAPHIX	LOGO FOR GARBAGE TRUCK		45.00
		REINDERS INC.	BROADLEAF CHEMICAL		8,575.78
		CENTRAL WOOD PRODUCTS	PLAYGROUND MULCH		1,835.00
		PIONEER MANUFACTURING CO., INC.	STAR LINER PAINT		341.50
		SCHLOMKA'S PORTABLE RESTROOMS & MOBILE	SERVICES FOR AUGUST		2,729.00
		MINNESOTA UMPIRES INCORPORATED	ADULT SOFTBALL UMPIRE PAY		456.00
		BAUER BUILT INC	5910 TIRES		465.52
		FOCUS ENGINEERING, INC.	TRAIL PAVEMENT RECOMMENDAT		976.20
		HOMETOWN ACE HARDWARE	BATTERIES		11.70
			OIL REEL BATTERY		6.50
			SPRING RAKE		22.31
			BEE KILLER		26.27
			TUBE		2.76
			LEVEE RESTROOMS		36.23
			SAW & CONCRETE WEDGES		67.41
			SUPPLIES FOR LEVEE		24.83
			TAPE		9.29
			BOLTS		2.36
			BATTERIES		28.44
		NAPA AUTO PARTS	TUNE UP & OCTANE BOOSTER		12.68
			OIL DRY		15.82
			OIL DRY		47.46
			BRAKE CALIPER QUAD CAB		137.92
			BRAKE FLUID & ANTI FREEZE		24.14
			ANTI FREEZE		13.98
			7 BLADE CONNECTOR		26.65
			HOSE CLAMP & BUTT CONNECTO		13.42
			RETURN 7 BLADE CONNECTOR		26.65-
			QUAD CAB CORE CALIPER RETU		43.79-
		ACE TRAILER SALES	TRAILER PLUG FOR TRUCK		19.95
		APPLE VALLEY FORD	REPAIRS TO OLD DUMP TRUCK		397.75
		CEMSTONE PRODUCTS CO.	CONCRETE FOR BENCH		110.00
			CONCRETE FOR BENCH		110.00
		MISCELLANEOUS V MALORY MEYER	MALORY MEYER: YOGA IN THE		5.00
		KELLY EHLENZ	KELLY EHLENZ: YOGA IN THE		5.00
		VALERIE ESTABROOK	VALERIE ESTABROOK:YOGA IN		5.00
		GERLACH OUTDOOR POWER EQUIP	REPAIRS TO FERRIS MOWER		505.92
		MTI DISTRIBUTING COMPANY	5910 SPINDLE & NUT		661.94
			5910 FRONT FORK & TIRE		661.56
		NIEBUR TRACTOR & EQUIPMENT, INC.	BLOWER REPAIR		66.82
		PRECISION LANDSCAPING & CONSTRUCTION	VETS PARK SOCCER REPAIRS		94,442.70
		SHERWIN-WILLIAMS	TAPE FOR GARBAGE		60.19
		SPIRAL FENCE COMPANY	DOG PARK GATE		1,750.00
			TENNIS COURTS - UPGRADE GA		825.00
			TENNIS COURTS - FENCE REPA		2,300.00
		TERRYS HARDWARE, INC.	RAKES		72.95
			SPRAY PAINT/BRUSH		28.94
			BINDER & SPRAY PIANT		52.67
			SHOP SUPPLIES		22.55
			MISC TOOLS		36.86
			MARKERS		7.28
			STANLEY 300 FOOT TAPE		32.99
			DREMEL		69.97
			WIRE HARNES FOR TRUCK		9.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-01	AMOUNT
			GLOVES, RESPIRATOR		47.98
		VERMILLION ELEVATOR INC	CHEMICALS FOR SPRAYING		279.25
		WERNER IMPLEMENT CO INC	SPRAYING TIPS & SUPPLIES		160.53
			SPRAYING TIPS & CLAMPS		182.11
			NOZZLE		<u>11.02</u>
			TOTAL:		119,385.34
PARKS & RECREATION	AQUATIC CENTER	MISCELLANEOUS V AMY GRIMES	AMY GRIMES: SWIMMING LESSO		21.00
		WEBBER RECREATIONAL DESIGN INC	ROCK WALL ROCKS		<u>347.50</u>
			TOTAL:		368.50
FIRE	FIRE & AMBULANCE	LOGIS/LOCAL GOVERNMENT INFORMATION SYS	LOGIS - APPL/MDC		275.00
		ASPEN MILLS	UNIFORMS - TOWNSEND		247.50
		CITY OF INVER GROVE HEIGHTS	FIREFIGHTER II TRAINING X		1,710.00
		NIEBUR TRACTOR & EQUIPMENT, INC.	REPAIR TO CUT OFF SAW		<u>66.33</u>
			TOTAL:		2,298.83
AMBULANCE	FIRE & AMBULANCE	McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES		561.99
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		920.33
			MEDICAL SUPPLIES		199.40
			MEDICAL SUPPLIES		110.90
			REBATE		<u>12.00</u>
			TOTAL:		1,780.62
PARKS & RECREATION	PARKS CAPITAL PROJ	SCHWALBE STONEMWORK INC	PAVER ENGRAVING - ROTARTY		<u>200.00</u>
			TOTAL:		200.00
EDA/HRA	HRA REDEVELOPMENT	CONFLUENCE DEVELOPMENT, LLC	PARKING RAMP IMPROVEMENTS		<u>20,000.00</u>
			TOTAL:		20,000.00
PUBLIC WORKS	2019 IMPROVEMENTS	INNOVATIVE OFFICE SOLUTIONS, LLC	COLORED PAPER		27.28
		HOMETOWN ACE HARDWARE	2019-1 SPRINKLER REPAIR		5.72
		A-1 EXCAVATING, INC	2019-1 PAY EST #3		1,110,317.06
		TERRYS HARDWARE, INC.	2019-1 SPRINKLER REPAIR		<u>6.24</u>
			TOTAL:		1,110,356.30
DEBT	2010 GO Improvemen	WELLSFARGO BANK MINNESOTA, N.A.	2011A GO BONDS		<u>121.00</u>
			TOTAL:		121.00
DEBT	2011 GO IMPROVMENT	WELLSFARGO BANK MINNESOTA, N.A.	2011A GO BONDS		<u>404.00</u>
			TOTAL:		404.00
PUBLIC WORKS	WATER	STANTEC CONSULTING SERVICES INC.	CHLORINATION-PROF SERV., M		1,623.15
		FOCUS ENGINEERING, INC.	CHLORINATION-PROF SERV., M		9,510.03
		CORE & MAIN LP	MONTHLY RETAINER FEE -SEP		1,500.00
		US SALT	METER, FLANGES, GASKETS, B		1,531.28
		GRAPHIC DESIGN	WATER TREATMENT PLANT SALT		7,112.04
			UTILITY BILLING STMTS		<u>81.67</u>
			TOTAL:		21,358.17
PUBLIC WORKS	WASTEWATER	HYDRO-KLEAN LLC	2019-2 SANITARY SEWER LINI		75,486.12
		FOCUS ENGINEERING, INC.	MONTHLY RETAINER FEE -SEP		1,500.00
		GRAPHIC DESIGN	UTILITY BILLING STMTS		81.67
		MCES	WASTEWATER SERVICES - OCT		<u>106,128.47</u>
			TOTAL:		183,196.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	VIII-01	AMOUNT
PUBLIC WORKS	STORM WATER UTILIT	FOCUS ENGINEERING, INC. GRAPHIC DESIGN	MONTHLY RETAINER FEE -SEP		500.00
			UTILITY BILLING STMTS		<u>81.66</u>
			TOTAL:		581.66
PARKS & RECREATION	ARENA	GARTNER REFRIGERATION TERRYS HARDWARE, INC.	REPLACE FAILING SOLENOID V		9,468.00
			DRAIN PLUGS		5.28
			RETURN		<u>3.99</u>
			TOTAL:		9,469.29
MISCELLANEOUS	INSURANCE FUND	LEAGUE/MN CITIES INS TRST LEAGUE MN CITIES INSURANCE TRUST	WC CLAIM		1,563.95
			WC CLAIM		324.36
			WC CLAIM		144.57
			4TH QTR WORKERS COMP		92,949.00
			4TH QTR 2019 GENERAL LIABI		<u>55,711.00</u>
			TOTAL:		150,692.88
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	FOCUS ENGINEERING, INC.	SOUTH PINES 9TH ADDITION		250.00
			GREAT RIVERS LANDING		2,261.60
			SOUTH PINES 8TH ADDITION		<u>150.00</u>
			TOTAL:		2,661.60

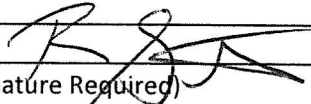
===== FUND TOTALS =====

101	GENERAL	37,991.47
200	PARKS	120,868.22
201	AQUATIC CENTER	368.50
213	FIRE & AMBULANCE	4,079.45
401	PARKS CAPITAL PROJECTS	200.00
404	HRA REDEVELOPMENT	20,000.00
479	2019 IMPROVEMENTS	1,110,356.30
570	2010 GO Improvement Bonds	121.00
571	2011 GO IMPROVMENT BONDS	404.00
600	WATER	21,358.17
601	WASTEWATER	183,196.26
603	STORM WATER UTILITY	581.66
615	ARENA	9,469.29
705	INSURANCE FUND	150,692.88
807	ESCROW - DEV/ENG/TIF-HRA	2,661.60
----- GRAND TOTAL: -----		1,662,348.80



**City of Hastings
Pay Voucher**

Vendor #: 303
 Vendor name: A-1 EXCAVATING, INC.
 Remittance Address: P O BOX 90
BLOOMER, WI 54724

Date: 9/9/2019
 Department: ENG
 Ordered by: ENG
 Authorized by: 
 (Signature Required)

Invoice #	Project #	Inv Date	Description (40 Characters)	Invoice Sub Total	Invoice Grand Total	Account #
#3	85	9/1	2019-1 PAY EST #3	1,110,317.06	1,110,317.06	479-300-3626-6311
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Voucher Total:					1,110,317.06	

Signed: _____
 City Administer (over \$5,000)

IN BUDGET:	YES	✓
	NO	

Request For Payment

Date: August 31, 2019

Project: 2019 Neighborhood Infrastructure Improvements

Contractor: A-1 Excavating, Inc.

Request Number: 3

Payment Period: 8/1/2019 - 8/31/2019

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED			
			Quantity	Unit Price	Amount	This Period		To Date	
						Quantity	Amount	Quantity	Amount
1	CLEARING	ACRE	0.75	\$11,000.00	\$8,250.00	0.75	\$8,250.00	0.75	\$8,250.00
2	CLEARING	TREE	1	\$450.00	\$450.00	1	\$450.00	1	\$450.00
3	GRUBBING	ACRE	0.75	\$2,000.00	\$1,500.00	0.75	\$1,500.00	0.75	\$1,500.00
4	GRUBBING	TREE	1	\$150.00	\$150.00	1	\$150.00	1	\$150.00
5	REMOVE BIT CURB	LF	3185	\$1.50	\$4,777.50	0	\$0.00	3185	\$4,777.50
6	REMOVE CONC CURB & GUTTER	LF	8245	\$2.50	\$20,612.50	2305	\$5,762.50	8275	\$20,687.50
7	REMOVE EXISTING STORM SEWER PIPE (ALL DEPTHS & SIZES)	LF	60	\$20.00	\$1,200.00	60	\$1,200.00	60	\$1,200.00
8	REMOVE EXISTING WATER MAIN (ALL DEPTHS & SIZES)	LF	425	\$8.00	\$3,400.00	425	\$3,400.00	425	\$3,400.00
9	REMOVE CONC SIDEWALK/DRIVEWAY	SY	1145	\$10.00	\$11,450.00	1245	\$12,450.00	1470	\$14,700.00
10	REMOVE BIT PAVT	SY	390	\$5.00	\$1,950.00	56	\$280.00	56	\$280.00
11	REMOVE EXISTING GATE VALVE	EA	15	\$150.00	\$2,250.00	1	\$150.00	15	\$2,250.00
12	REMOVE EXISTING HYDRANT & GATE VALVE	EA	13	\$250.00	\$3,250.00	3	\$750.00	15	\$3,750.00
13	REMOVE EXISTING STORM SEWER STRUCTURE (ALL DEPTHS & SIZES)	EA	6	\$500.00	\$3,000.00	6	\$3,000.00	6	\$3,000.00
14	SAWCUT EXISTING PAVEMENT (BITUMINOUS OR CONCRETE)	LF	2100	\$3.00	\$6,300.00	1236	\$3,708.00	1236	\$3,708.00
15	ABANDON EXISITNG SANITARY MANHOLE	EA	1	\$400.00	\$400.00	1	\$400.00	1	\$400.00
16	COMMON EXCAVATION (EV)	CY	14235	\$12.00	\$170,820.00	9200	\$110,400.00	12355	\$148,260.00
17	COMMON EXCAVATION TRAIL (EV)	CY	10	\$40.00	\$400.00	0	\$0.00	0	\$0.00
18	COMMON EXCAVATION SIDEWALK (EV)	CY	105	\$20.00	\$2,100.00	106	\$2,120.00	106	\$2,120.00
19	COMMON EXCAVATION (EV) RE-USE ON SITE	CY	600	\$15.00	\$9,000.00	0	\$0.00	0	\$0.00
20	ROCK EXCAVATION (EV)	CY	10	\$480.00	\$4,800.00	0	\$0.00	0	\$0.00
21	SUBGRADE EXCAVATION (EV)	CY	730	\$12.00	\$8,760.00	20	\$240.00	20	\$240.00
22	SALVAGE AGGREGATE FROM STOCKPILE (MILLINGS)	CY	100	\$24.00	\$2,400.00	0	\$0.00	0	\$0.00
23	GRANULAR BORROW (LV)	CY	200	\$27.00	\$5,400.00	0	\$0.00	0	\$0.00
24	GRANULAR PIPE BEDDING (LV)	CY	605	\$18.00	\$10,890.00	0	\$0.00	0	\$0.00
25	LOAM TOPSOIL BORROW (LV)	CY	1675	\$22.00	\$36,850.00	0	\$0.00	0	\$0.00
26	AGG BASE CL 5 (STREET)	TON	7100	\$15.00	\$106,500.00	5559.55	\$83,393.25	5559.55	\$83,393.25
27	AGG BASE CL 5 (TRAIL)	TON	5	\$22.00	\$110.00	-1178.1	-\$25,918.20	0	\$0.00
28	RIP-RAP (ALL SIZES)	TON	15	\$75.00	\$1,125.00	0	\$0.00	14	\$1,050.00
29	GEOTEXTILE FILTER MATERIAL TYPE IV	SY	90	\$4.00	\$360.00	0	\$0.00	20	\$80.00
30	MILL BIT PAVT	SY	22050	\$2.50	\$55,125.00	3750	\$9,375.00	22050	\$55,125.00
31	BIT JOINT SAWING AND SEALING	LF	17310	\$2.60	\$45,006.00	0	\$0.00	0	\$0.00
32	FULL DEPTH PAVEMENT RECLAMATION - 8 INCHES	SY	48190	\$2.00	\$96,380.00	0	\$0.00	48190	\$96,380.00
33	JOINT ADHESIVE	LF	37785	\$0.55	\$20,781.75	0	\$0.00	0	\$0.00
34	BIT MATERIAL FOR TACK COAT	GAL	6930	\$1.00	\$6,930.00	125	\$125.00	125	\$125.00
35	BIT NON WEAR COURSE MIX SPNWB330B (STREET)	TON	8285	\$56.00	\$463,960.00	4903.98	\$274,622.88	4903.98	\$274,622.88
36	BIT WEAR COURSE MIX SPWEB340B (STREET)	TON	8285	\$57.50	\$476,387.50	0	\$0.00	0	\$0.00
37	BIT NON WEAR COURSE MIX SPNWB230B (TRAIL)	TON	6	\$180.00	\$1,080.00	0	\$0.00	0	\$0.00
38	BIT WEAR COURSE MIX SPWEA230B (TRAIL)	TON	6	\$162.00	\$972.00	0	\$0.00	0	\$0.00
39	BITUMINOUS DRIVEWAY SPWE/SPNW	SY	200	\$45.00	\$9,000.00	0	\$0.00	0	\$0.00
40	CONNECT TO EXISTING STORM SEWER STRUCTURE	EA	3	\$900.00	\$2,700.00	3	\$2,700.00	3	\$2,700.00

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED			
			Quantity	Unit Price	Amount	This Period		To Date	
						Quantity	Amount	Quantity	Amount
41	CONNECT TO EXISTING STORM SEWER	EA	8	\$900.00	\$7,200.00	5	\$4,500.00	9	\$8,100.00
42	REPLACE EXISTING STORM SEWER CASTING	EA	72	\$1,120.00	\$80,640.00	50	\$56,000.00	50	\$56,000.00
43	CHIMNEY SEAL	EA	119	\$290.00	\$34,510.00	82	\$23,780.00	82	\$23,780.00
44	CONSTRUCT MH OR CB RISER	LF	1	\$700.00	\$700.00	2	\$1,400.00	2	\$1,400.00
45	15" RCP APRON CL III W/TRASHGUARD	EA	2	\$1,250.00	\$2,500.00	1	\$1,250.00	2	\$2,500.00
46	18" RCP APRON CL III W/TRASHGUARD	EA	1	\$1,375.00	\$1,375.00	0	\$0.00	1	\$1,375.00
47	24" RCP APRON CL III W/TRASHGUARD	EA	1	\$2,200.00	\$2,200.00	0	\$0.00	1	\$2,200.00
48	12" RCP DES 3006 CL III	LF	72	\$57.00	\$4,104.00	45	\$2,565.00	45	\$2,565.00
49	15" RCP DES 3006 CL III	LF	2440	\$56.00	\$136,640.00	163	\$9,128.00	2466	\$138,096.00
50	18" RCP DES 3006 CL III	LF	440	\$62.00	\$27,280.00	440	\$27,280.00	440	\$27,280.00
51	24" RCP DES 3006 CL III	LF	80	\$77.00	\$6,160.00	64	\$4,928.00	80	\$6,160.00
52	CONST DRAINAGE STRUCTURE 24" X 36"	EA	13	\$2,215.00	\$28,795.00	7	\$15,505.00	12	\$26,580.00
53	CONST DRAINAGE STRUCTURE 4020 48" DIA	EA	16	\$2,805.00	\$44,880.00	4	\$11,220.00	17	\$47,685.00
54	CONNECT TO EX SAN SEWER (MAIN TO EXIST MAIN)	EA	2	\$950.00	\$1,900.00	2	\$1,900.00	2	\$1,900.00
55	CONNECT TO EX SAN SEWER (SERVICE TO EXIST MAIN)	EA	44	\$160.00	\$7,040.00	16	\$2,560.00	46	\$7,360.00
56	BULKHEAD EXISTING SAN SEWER	EA	2	\$150.00	\$300.00	7	\$1,050.00	7	\$1,050.00
57	REPLACE EXISTING SANITARY SEWER CASTING	EA	47	\$665.00	\$31,255.00	32	\$21,280.00	32	\$21,280.00
58	48" DIA SSMH	EA	2	\$4,305.00	\$8,610.00	2	\$8,610.00	2	\$8,610.00
59	4" ON 8" PVC WYE	EA	2	\$245.00	\$490.00	3	\$735.00	3	\$735.00
60	4" X 8" TEEMWYE UNIVERSAL CONNECTOR	EA	43	\$490.00	\$21,070.00	16	\$7,840.00	42	\$20,580.00
61	6" X 8" TEEMWYE UNIVERSAL CONNECTOR	EA	1	\$980.00	\$980.00	0	\$0.00	0	\$0.00
62	REMOVE & DISPOSE EXISTING TRANSITE SAN SEWER SERVICE	LF	50	\$20.00	\$1,000.00	0	\$0.00	523	\$10,460.00
63	LINING SEWER PIPE 8"	LF	2355	\$30.00	\$70,650.00	0	\$0.00	2344	\$70,320.00
64	4" PVC SDR 26 (FOR SERVICES)	LF	1595	\$41.00	\$65,395.00	955	\$39,155.00	1755	\$71,955.00
65	6" PVC SDR 26 (FOR SERVICES)	LF	35	\$44.00	\$1,540.00	0	\$0.00	0	\$0.00
66	8" PVC SDR 35 0'-10'	LF	260	\$45.00	\$11,700.00	260	\$11,700.00	260	\$11,700.00
67	TELEWISE SANITARY SEWER	LF	260	\$2.00	\$520.00	260	\$520.00	260	\$520.00
68	CONNECT TO EXISTING WATERMAIN	EA	3	\$2,400.00	\$7,200.00	2	\$4,800.00	4	\$9,600.00
69	1" CORP STOP	EA	91	\$435.00	\$39,585.00	20	\$8,700.00	96	\$41,760.00
70	1" CURB STOP AND BOX	EA	91	\$310.00	\$28,210.00	20	\$6,200.00	96	\$29,760.00
71	CURB STOP EXTRA DEPTH	LF	1	\$100.00	\$100.00	0	\$0.00	0	\$0.00
72	HYD 7.5' BURY W/GATE VALVE	EA	13	\$5,675.00	\$73,775.00	2	\$11,350.00	14	\$79,450.00
73	CURB STOP COVER CASTING	EA	20	\$240.00	\$4,800.00	10	\$2,400.00	10	\$2,400.00
74	REPLACE GATE VALVE BOX SECTION	EA	1	\$450.00	\$450.00	0	\$0.00	0	\$0.00
75	8" GV W/BOX	EA	20	\$2,030.00	\$40,600.00	3	\$6,090.00	17	\$34,510.00
76	CURB STOP BOX REPAIR/EXTENSION	EA	1	\$500.00	\$500.00	0	\$0.00	0	\$0.00
77	ABANDON EX CURB STOP BOX	EA	1	\$475.00	\$475.00	0	\$0.00	0	\$0.00
78	CONSTRUCT TEMPORARY WATERMAIN & SERVICES	LF	6300	\$1.00	\$6,300.00	0	\$0.00	9100	\$9,100.00
79	HYDRANT RISER	LF	1	\$1,050.00	\$1,050.00	0	\$0.00	0	\$0.00
80	3/4" TYPE K COPPER W/FITTINGS	LF	10	\$42.00	\$420.00	0	\$0.00	0	\$0.00

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED			
			Quantity	Unit Price	Amount	This Period		To Date	
						Quantity	Amount	Quantity	Amount
81	1" TYPE K COPPER W/FITTINGS	LF	3195	\$42.00	\$134,190.00	979	\$41,118.00	3347	\$140,574.00
82	6" C-900 PVC W/FITTINGS	LF	130	\$52.00	\$6,760.00	37	\$1,924.00	165	\$8,580.00
83	8" C-900 PVC W/FITTINGS	LF	6015	\$53.00	\$318,795.00	1519	\$80,507.00	5901	\$312,753.00
84	2" INSULATION 4'X8' SHEET	SY	110	\$30.00	\$3,300.00	3	\$90.00	3	\$90.00
85	4" CONC SIDEWALK	SF	3125	\$5.70	\$17,812.50	33	\$188.10	33	\$188.10
86	6" CONC SIDEWALK	SF	420	\$14.00	\$5,880.00	0	\$0.00	0	\$0.00
87	B618 CONC CURB & GUTTER	LF	11380	\$14.70	\$167,286.00	7090	\$104,223.00	7090	\$104,223.00
88	REMOVE & REPLACE EXISTING CURB & GUTTER (ALL TYPES & SIZES)	LF	1895	\$28.00	\$53,060.00	381	\$10,668.00	1121	\$31,388.00
89	6" CONC DRIVEWAY PAVEMENT	SY	1465	\$57.00	\$83,505.00	1444	\$82,308.00	1624	\$92,568.00
90	TRUNCATED DOMES, CAST IRON	SF	76	\$55.00	\$4,180.00	0	\$0.00	0	\$0.00
91	TRAFFIC CONTROL	LS	1	\$105,000.00	\$105,000.00	0.25	\$26,250.00	0.75	\$78,750.00
92	DECIDUOUS TREE 2" CAL B & B	TREE	1	\$950.00	\$950.00	0	\$0.00	0	\$0.00
93	STORM DRAIN INLET PROTECTION	EA	68	\$150.00	\$10,200.00	0	\$0.00	68	\$10,200.00
94	EROSION & SEDIMENT CONTROL	LS	1	\$10,000.00	\$10,000.00	0.25	\$2,500.00	0.75	\$7,500.00
95	FERTILIZER	LB	150	\$2.00	\$300.00	0	\$0.00	0	\$0.00
96	SEED	LB	50	\$10.00	\$500.00	0	\$0.00	0	\$0.00
97	EROSION CONTROL BLANKETS CATEGORY 4	SY	2350	\$2.90	\$6,815.00	0	\$0.00	0	\$0.00
98	SEEDED HYDROMULCH	SY	1250	\$3.90	\$4,875.00	0	\$0.00	0	\$0.00
99	SEEDING, BLOWN COMPOST	SY	7600	\$4.90	\$37,240.00	0	\$0.00	0	\$0.00
100	PAVT MESSAGE (BICYCLE) PAINT	EA	3	\$5.90	\$17.70	0	\$0.00	0	\$0.00

BID TOTAL: \$3,380,342.45

SUBTOTAL:

\$1,140,730.53

\$2,296,184.23

PROJECTS:

	This Period	Total to Date
2019 Neighborhood Infrastructure Improvements	\$1,140,730.53	\$2,296,184.23
TOTAL WORK COMPLETED TO DATE:	\$1,140,730.53	\$2,296,184.23

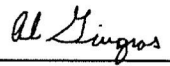
CITY OF HASTINGS
2019 Neighborhood Infrastructure Improvements
Payment Summary
 8/1/2019 through 8/31/2019

Pay Estimate Number	Period	Retainage	Payment
1	6/1/2019 - 6/30/2019	\$0.00	\$306,134.00
2	7/1/2019 - 7/31/2019	\$0.00	\$849,319.70
3	8/1/2019 - 8/31/2019	\$30,413.47	\$1,110,317.06
TOTALS TO DATE:		\$30,413.47	\$2,265,770.76

Total Completed to Date:	\$2,296,184.23
Less Retainage:	\$30,413.47
Less Previous Payment:	\$1,155,453.70
Total Amount Due:	\$1,110,317.06

Application for Payment Number: 3

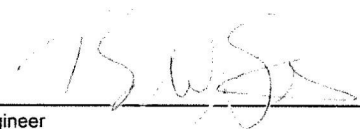
Contractor: A-1 Excavating, Inc.
 PO Box 90
 Bloomer, WI 54724

 Al Gingras, P.M.

 Contractor

9/5/19

 Date



 Engineer

9/6/2019

 Date

 Approved by Owner

 Date



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Erica Henderson, Deputy City Clerk
Date: September 16, 2019
Item: Massage License for Jeanne Lecher

Council Action Requested:

Approve the attached resolution approving Massage License for Jeanne Lecher.

Background Information:

Jeanne Lecher completed the necessary paperwork and passed the background check conducted by Hastings Police Department for a massage license.

Financial Impact:

The background check fee has been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 09 - - 19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
APPROVING A MASSAGE THERAPY LICENSE FOR
JEANNE LECHER**

WHEREAS, Jeanne Lecher has made application for a massage therapy license and passed the background check conducted by Hastings Police Department; and

WHEREAS, Ms. Lecher proposes to work for Caring Hands Massage and Spa, 427 Vermillion Street; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS: That the Mayor and the City Clerk be authorized to sign the license authorizing Jeanne Lecher to operate as a licensed massage therapist in the City of Hastings for the period of September 17, 2019 through December 31, 2019, unless revoked by City Council.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 16TH DAY OF SEPTEMBER 2019.

Mary D. Fasbender, Mayor

ATTEST:

Julie Flaten, City Clerk

CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA

RESOLUTION 09- -19

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

WHEREAS, The Irish Football Boosters have presented to the City Parks & Recreation Department a donation of \$1,586.63 and has designated that this donation be used for the Parks and Recreation Department; and

WHEREAS, the City Council is appreciative of the donation and commends The Irish Football Boosters 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 Parks and Recreation; and

Adopted this 16th Day of September

Mary Fasbender, Mayor

Attest:

Julie Flaten, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marschall Bigler, Recreation Program Specialist
Date: September 16, 2019
Item: Special Event Request – Awaken the Dawn, Prayer Gathering

Council Action Requested: Consider the request from Awaken the Dawn for a Special Event Designation October 17 through October 19, 2019, for a prayer gathering.

Background Information:

Awaken the Dawn is requesting use of Jaycee Park to host a prayer gathering. The event will include one 20x20 tent, rotating facilitators and music in the tent for 50 hours.

Designating this event as a Special Event will allow for the organizers to utilize Jaycee Park, outside the designated park hours.

The 2019 event will be the

Conditions to be included in the proposed Special Event Designation:

- A portion of Jaycee Park as identified on the application, is reserved for Awaken the Dawn from 8:00 a.m. October 17, - 10:00 p.m. October 19th, 2019.
- Amplified music will be played within a reasonable volume with respect for residents and park users.
- 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.

- Park Rental – Taxable: \$42.85

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Special Event Permit Application



SPECIAL EVENT PERMIT APPLICATION

General Event Information

Event Name: <u>Tent America ^{Hastings} / Awaken the Dawn</u>			
Name of Event Coordinator: <u>Debbie Law</u>		Home Phone: ()	
Name of Organization/Business Hosting Event: <u>Awaken the Dawn</u>		Work Phone: ()	
Mailing Address: <u>403 Whispering Lane Hastings MN 55033</u>		Cell Phone: <u>612 413 1202</u>	E-mail:
		Website: <u>awaken-thedawn.org</u>	
On Site Contact Name: <u>Debbie Law</u>		On Site Contact Cell Phone: ()	
Type of Event (mark all that apply): <input type="checkbox"/> Downtown Event <input checked="" type="checkbox"/> Race/Run/Walk <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Fundraiser			
Other: <u>Prayer gathering</u>			
Date(s) Requested:			
Date	Day of Week	Time	Total Hours
<u>Oct 17</u>	<u>Thursday</u>	<u>8:00 am/pm</u> to <u>8:00 am/pm</u>	<u>24h</u>
<u>Oct 18</u>	<u>Friday</u>	<u>8:00 am/pm</u> to <u>8:00 am/pm</u>	<u>84h</u>
<u>Oct 19</u>	<u>Sat.</u>	<u>8:00 am/pm</u> to <u>10:00 am/pm</u>	<u>2 hr.</u>
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	
Has this event been held in another City? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, when was it held and where? <u>ST PAUL, MN, Sept 2018, State Capital</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>No proceeds will be generated</u>			
Anticipated Attendance: Total <u>50</u> Per Day <u>25</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>one 20' x 20'</u>	

Event Location Information

Location of the event (including the starting line, finish line and staging/disbanding areas):

Lock & Dam Road / Lake Rebecca Access drive

20x20 tent

Mississippi River

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

Jaycee Park

Number of vehicles expected at the event:

25 - 50

Describe where participants will park:

Designated Parking areas at the Park.

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.

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

Lock & Dam Rd.

 Trails/Sidewalks

Jaycee Park access side walks

 County Roads State Road Other Right of WayHave you received approval for the use of any County or State right-of-way? Yes No Not applicableDoes 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:

15 - 20

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

If yes, please summarize:

we would fold up the tents cleanup and go home

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):

Event Signage and Sound Information

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

Please include a map detailing where all signs ADVERTISING the event will be placed. yes

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

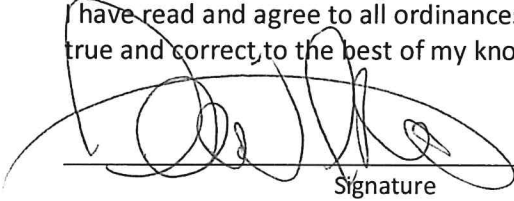
If yes, please describe where in the event area the equipment will be used and what time the equipment will be used:

only in the tent, throughout the entire event

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.

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

9.6.19
Date

Please return completed form to Paige Marschall-Bigler at pmarschall@hastingsmn.gov or mail in to Parks Department 920 10th St W, Hastings MN 55033. Call 651-480-6182 with any questions.

OFFICE USE ONLY

Date application submitted: _____

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 Councilmembers
From: Paige Marschall Bigler, Recreation Program Specialist
Date: September 16, 2019
Item: Special Event Request –Downtown Hastings Creepy Candy Crawl

Council Action Requested: Consider the request from Hastings Downtown Business Association for a Special Event Designation on Thursday, October 31st, 2019 for the Downtown Hastings Creepy Candy Crawl.

Background Information:

The Downtown Business Association is requesting closure of three blocks on 2nd street, between Vermillion St. to Tyler St. from 3:00 p.m. – 9:00 p.m. on Thursday, October 31st 2019, for their 2nd Annual Candy Crawl. The event will start at 4:00 p.m. and end at 8:00 p.m. Event Organizers anticipate attendance of 1,200 people. Family friendly entertainment and activities will be coordinated on each block, including a DJ, candy give-a-ways, storefront window displays, free popcorn and ice cream, and a food collection for Hastings Family Service. The map of the event is included for City Council review.

The 2019 event will be the 2nd event hosted in Downtown Hastings. City Staff have reviewed the request and are supportive with the following conditions.

Designating this event as a Special Event, will allow for street closures, activities in the street, and exclusive use of the identified areas on the attached map. This event meets the criteria to qualify as a Council-designated Special Event.

Recommended conditions to be included in the proposed Special Event Designation:

- The areas identified on the attached map shall be for the use of Downtown Hastings Creepy Candy Crawl event between the designated hours of 3:00 p.m. – 9:00 p.m. on Thursday, October 31st, 2019.
- City Staff and Event organizers will set up a meeting to walk-through prior to the event. Organizers will provide main contact information for our staff and reservists to have to troubleshoot during the event.
- Event Organizers will provide adequate street closure equipment, provided by the Downtown Business Association.
- The event organizers are required to post 'No Parking' signs 24-hours in advance, with the expectation that downtown parking on the three requested blocks is cleared by 3:00 p.m. the day of the event. Hastings Police Department may have to assist if there are cars left after 3:00 p.m. within the event parameters.

- The City will strive to provide between 2 and 4 Police Reservists.
- All vendors must obtain City of Hastings vendor license prior to event, the cost of licensure is the responsibility of the vendor or event organizer, and licenses must be obtained from the City Clerk at Hastings City Hall.
- Event organizers will coordinate garbage and recycling with a hauler. Each garbage container must be paired with a recycling container. All garbage generated from the event will be hauled off site by hauler or event organizers.
- Event Organizers will provide portable bathrooms for attendees and coordinate with a vendor.
- City Staff will unlock the four Event Power Pedestals at Oliver's Grove Park, Sibley/2nd St., under the west side of the bridge & near Hastings Family Service for organizers to access.
- City Staff will program the street lights to be dimmed 5:00 – 6:00 p.m.
- Any tent or additional "structures" used will need to be anchored with weights for safety.
- Event organizers will have the footprint cleaned up by 9:00 p.m. with barricades removed and the street accessible by the public.
- Event organizers agree the site will be left in at least the condition it was pre-event.
- Insurance certificate provided by event organizers, listing the City of Hastings as additionally insured.
- Any other reasonable conditions as determined by staff.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Special Event Application
- Event Map
- Insurance Certificate (provided 2 weeks prior to event)



SPECIAL EVENT PERMIT APPLICATION

General Event Information			
Event Name: Downtown Hastings Creepy Candy Crawl			
Name of Event Coordinator: Tatia Nelson/ Nate Kranz		Home Phone: ()	
		Work Phone: (651) 438-6887	
Name of Organization/Business Hosting Event: Hastings Downtown DBA		Cell Phone: (651) 335-9466	
		E-mail: hastingsdba@gmail.com	
Mailing Address: P.O. Box 541 Hastings, MN 55033		Website: www.hastingsdba.com	
On Site Contact Name: Tatia / Nate		On Site Contact Cell Phone: (651) 335-9466	
Type of Event (mark all that apply): <input checked="" type="checkbox"/> Downtown Event <input type="checkbox"/> Race/Run/Walk <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Fundraiser <input type="checkbox"/> Other:			
Date(s) Requested: Thursday Oct 31 2019			
Date	Day of Week	Time	Total Hours
October 31st	Thursday	3pm am/pm to 9pm am/pm	6 hours
		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	
Has this event been held in another City? <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No			
If yes, when was it held and where? _____			
Will an admission fee be charged? <input type="checkbox"/> Yes \$ _____ <input checked="" type="checkbox"/> No		Will donations be accepted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What will proceeds from the event be used for? Hastings Family Service			
Anticipated Attendance: Total <u>1,200</u> Per Day _____			
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>10X10 - 5</u>	

Event Location Information
Location of the event (including the starting line, finish line and staging/disbanding areas):
<p>2nd Street between Vermillion and Tyler. Including access to 2nd Street from Ramsey and Tyler. Sibley Street blocked from 3rd Street East to Alley next to Onion. The Idea is a "safe zone". We want to encourage the perimeter feeling creating a safe trick or treating area with a rotation effect. The idea is to let kids move "door to door" while parents can feel comfort knowing they will NOT have to worry about moving vehicles / other dangers.</p> <p>The Blocks along 2nd Street E between Vermillion and Tyler allow for the including of almost all of the "downtown businesses" and will cater to the needs and size of the grand event we wish to put on and build for the community.</p>

List of any City parks/facilities to be used for the event: We would discuss opportunities with city to utilize Olivers Grove

Number of vehicles expected at the event: 200-500

Describe where participants will park: Participants will park on the several side streets near downtown area as well as parking ramp.

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.

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 Within the parameter of 2nd Street East between Vermillion & Tyler as well as Sibley between Alley by Onion Grille and 3rd Street East

Trails/Sidewalks Within the parameter of 2nd Street East between Vermillion & Tyler as well as Sibley between Alley by Onion Grille and 3rd Street East

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: We would prefer to close 2nd Street between Vermillion & Tyler Street. We have all the Businesses in favor from the Bridge to ArtSpace.

(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: _____

Do you have a contingency plan if volunteers don't show up? Yes No
 If yes, please summarize: We have many volunteers confirmed.

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: I will be contacting the Fire and Police with event details.

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):

Event Signage and Sound Information

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

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

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: Yes _____

D.J. , Sound and Lights

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.

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.

Tatia Nelson

Signature

9-4-2019

Date

Please return completed form to Paige Marschall-Bigler at pmarschall@hastingsmn.gov or mail in to Parks Department 920 10th St W, Hastings MN 55033. Call 651-480-6182 with any questions.

OFFICE USE ONLY

Date application submitted: _____

Date application approved by CC: _____

Required resources:

- Police Reservists: _____
- Equipment: _____
- City staff: _____

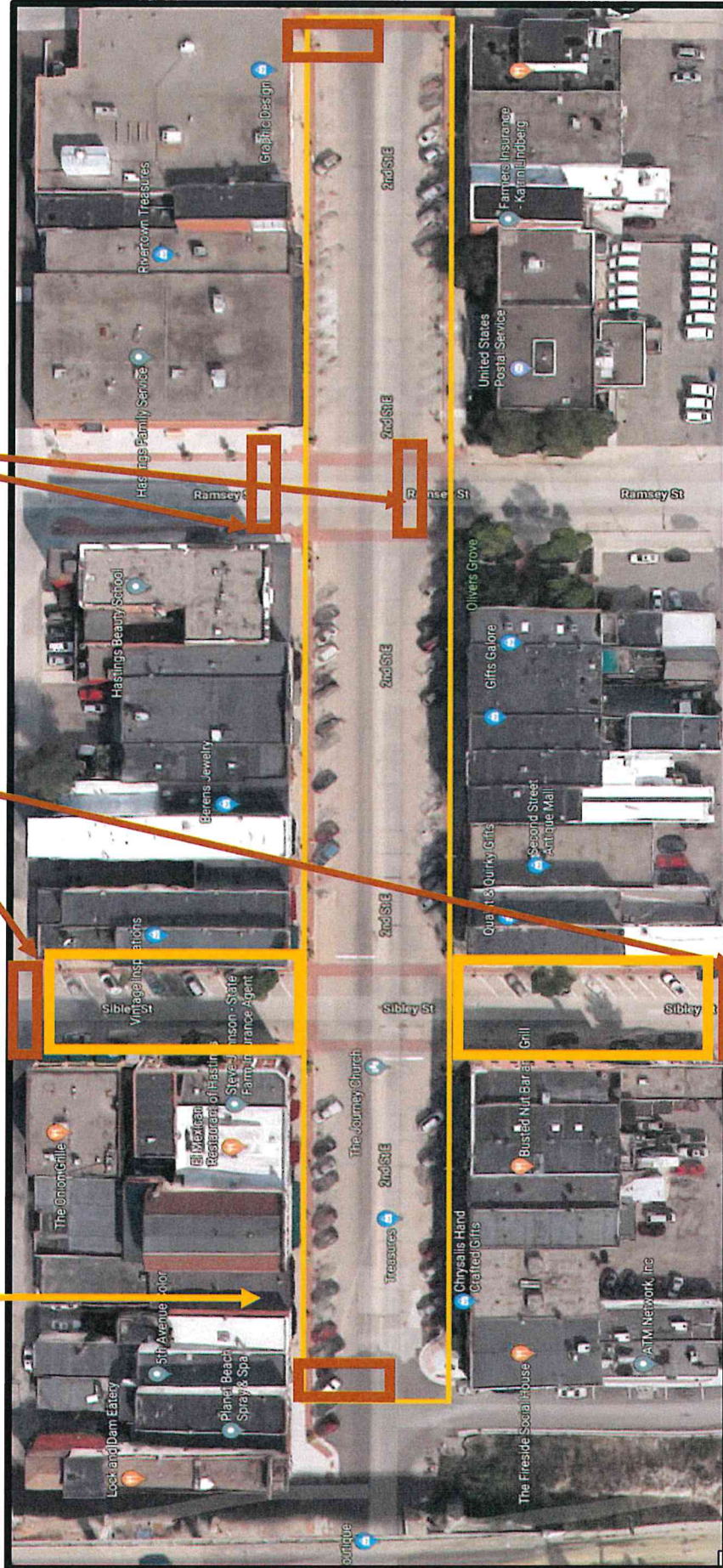
Insurance information received: _____

Licenses/permits obtained: _____

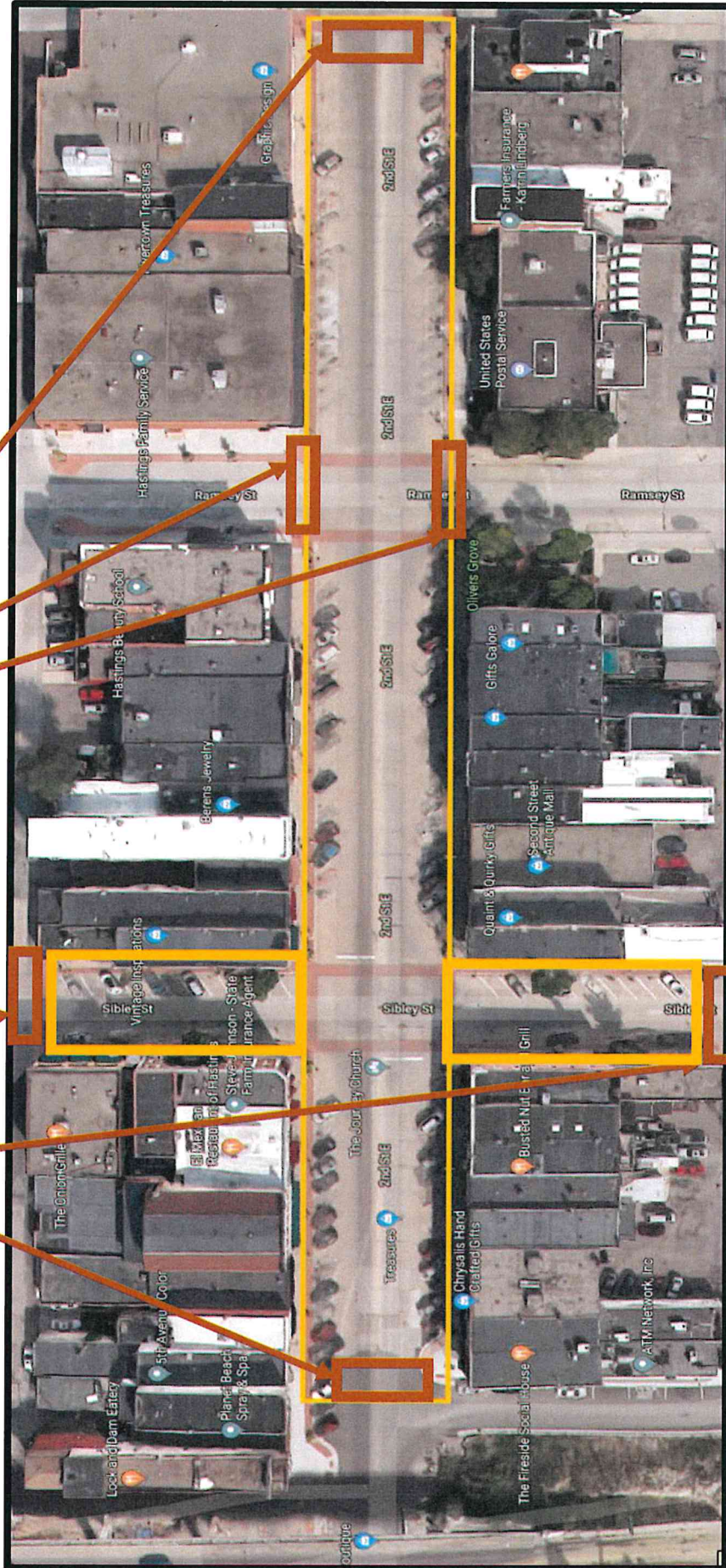
Closing thru traffic access to 2nd Street, starting from 3rd to Tyler. Allowing traffic on 3rd and Tyler.

Closing access to 2nd Street on both sides of Sibley St

Closing access to 2nd Street on both sides of Ramsey St



Event Signage will be included at each closed off street



Additional Event Advertising will be placed within the Downtown Private Business Store fronts , in addition flyers will be posted at Cub Foods, Coborne's, and additional businesses around town. However not posted on any public blocks.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: September 16, 2019
Item: Resolution: Type II Home Occupation Permit - Dean and Shirley Markuson - 201 East 7th Street

Council Action Requested:

Consider the attached resolution denying the Type II Home Occupation Permit for Dean and Shirley Markuson at the former Caturia Smidt Funeral Home at 201 East 7th Street. The property is currently owned by Katara Investments LLC. Adoption of the resolution requires a simple majority of the City Council.

Background Information:

Dean and Shirley Markuson seek to purchase the former funeral home as their primary residence and to operate Foss and Swanson, Veterans, Nonprofit IRS Organization. The Home Occupation is described as being a community center, museum and library. The Community Center would function similar to a VFW or Legion Hall and hold approximately 150 people and be rented out to organizations which may have food and alcohol catered in. Please see the attached Planning Commission Memo for further information.

Restrictions on any approval of the Home Occupation Permit would include an 8pm limitation on activities and a prohibition on providing services to the homeless. New Home Occupation Permits are issued under a one year provisional license. After one year, the license is reviewed again by the City Council to determine if a full five year license should be granted. Any intensification of the home occupation beyond the limits of the license and ordinance are grounds for revocation by the City Council.

Advisory Commission Discussion:

The Planning Commission voted 7-0 to recommend denial of the Home Occupation Permit at the September 9, 2019 meeting. Seven individuals provided comment during the public hearing and were not supportive of the home occupation. Those providing comment cited concerns about operation of the Community Center including service of liquor, hours of operation, parking, potential service to the homeless, and negative impact to the neighborhood. Planning Commissioners discussed the history of the proposed business and how it differs from the former funeral home operation.

Council Committee Discussion:

N/A

Attachments:

- Resolution for Denial
- Planning Commission Memo – September 9, 2019

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
DENYING A TYPE II HOME OCCUPATION PERMIT FOR DEAN AND
SHIRLEY MARKUSON AT 201 EAST 7TH STREET, HASTINGS, MN**

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

WHEREAS, Dean and Shirley Markuson. have petitioned for a Type II Home Occupation Permit to operate Foss and Swanson Veterans consisting of a community center, museum and library. The property is currently owned by KaTara Investments Inc. and located at 201 East 7th Street Sibley Street, legally described as Lots 5-6, Block 46, TOWN OF HASTINGS, Dakota County, Minnesota; and

WHEREAS, on September 9, 2019, review was conducted before the Planning Commission of the City of Hastings, as required by state law, city charter, and city ordinance; and

WHEREAS, the Planning Commission voted 7-0 to recommend denial of the Home Occupation Permit.

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

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

That the City Council hereby denies the Type II Home Occupation Permit as presented based on the following findings of fact and conclusions:

- 1) Operation of the Home Occupation would cause additional parking and traffic than would be normally expected in a residential neighborhood. The proposed Community Center would provide events for up to 150 individuals.
- 2) Community Center operations proposed as part of the Home Occupation are more intensive than other allowable uses within the R-2 Zoning District and not consistent with the general residential nature of the area.

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

Adopted by the Hastings City Council on September 16, 2019, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

Mary Fasbender, Mayor

Julie Flaten, City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 16th day of September, 2019, as disclosed by the records of the City of Hastings on file and of record in the office.

Julie Flaten, City Clerk

(SEAL)

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



Planning Commission Memorandum

To: Planning Commission

From: John Hinzman, Community Development Director

Date: September 9, 2019

Item: Type II Home Occupation Permit - Operation of a Veterans Service Facility - 201 East 7th Street - Dean and Shirley Markuson

Planning Commission Action

Review the Type II Home Occupation Permit Request of Dean and Shirley Markuson to operate a Veterans Service Facility located at the former Caturia Smidt Funeral Home at 201 East 7th Street. The property is currently owned by Katara Investments LLC. The former funeral home would be purchased by the Markuson's as their primary home and to operate the facility.

Exiting Condition

The existing 7,300 s.f. building was constructed in 1959 and has been used as a funeral home during most of its existence. Funeral operations were recently consolidated into the Starkson Family Life Celebration Chapel at 3075 Vermillion Street. The building contains living quarters as well as commercial space for the funeral services and related business.

Proposed Condition

Operation of a Type II Home Occupation. The building would serve as the primary residence for the Markuson's who would operate Foss and Swanson, Veterans, Nonprofit IRS Organization. The Home Occupation is described as being a community center and museum.

Zoning Classification

The site is zoned R-2 Medium Density Residence. Use of the building as a residence and a Home Occupation are permitted uses within the R-2 Zoning District.

Adjacent Zoning and Land Use

The following land uses about the site

Direction	Use	Zoning	Comp Plan
North	Single\Two Family Residential	R-2	Low Density Residential
East	Former Rosewood Inn	R-2	Low Density Residential
South	7 th Street E Two\Three Family Residential	R-2	Low Density Residential
West	Sibley Street St Luke’s Church Parking Lot	R-2	Institutional

Home Occupation Regulations

Home Occupations are regulated under Chapter 155.07, Sub. D of the Zoning Code. Type I Home Occupations can be conducted without a permit. Home based businesses that utilize a garage, have employees working at the home not residing at the home, or that have more than one customer visit at a time are required to get a Type II Home Occupation License. These Type II Home Occupation Licenses require review by the Planning Commission and City Council.

The following are requirements of home occupations that must be followed in addition to any conditions placed on approval.

- (a) Exterior alterations or modifications that change the residential character or appearance of the dwelling, any accessory buildings, or the property itself for the purpose of a home occupation shall be prohibited.
- (b) Exterior display or storage of equipment or materials related to the home occupation is prohibited. No article for sale shall be visible from the street.
- (c) There shall be no indication of offensive noise, vibration, smoke dust, odors, heat, or glare at or beyond the property line.
- (d) The home occupation shall be conducted indoors and shall be clearly incidental and subordinate to its use for residential purposes by its occupants.
- (e) The use shall not generate sewage of a nature or rate greater than normally associated with a residential occupancy nor shall it generate hazardous waste or solid wastes at a rate greater than that normally associated with residential occupancy.

- (f) No home occupation shall be allowed which jeopardizes the health and safety of city residents.
- (g) Shipment and delivery of products, merchandise, or supplies shall be limited to between 8:00 am and 6:00 pm.
- (h) No home occupation causing additional parking or traffic than would be normally expected in a residential neighborhood shall be conducted between the hours of 8:00 p.m. and 7:00 a.m.
- (i) Only articles or services made or originating on the premises shall be sold to customers on-site, unless the articles are incidental to a permitted home occupation.
- (j) Only 1 vehicle and 1 trailer specifically used for a home occupation are permitted to be parked at the residence licensed for a home occupation. The parking of these vehicles must be off-street and in compliance with the parking regulations of the City Code.
- (k) Signage may consist of not more than 1 single faced unlighted wall sign per home with a maximum area of 2 square feet.

Proposed Home Occupation - Foss and Swanson Veterans Nonprofit IRS Organization

A Home Occupation Questionnaire providing more specific details on the operation has been completed by the applicant and is attached to this report. The summary of the operation below encompasses answers to the questionnaire along with conversations with the applicants.

- Uses include a museum, library, and community center.
- The Community Center would function similar to a VFW or Legion hall and hold approximately 150 people and be rented out to organizations which may have food and alcohol catered in. There would not be any gambling on the premises.
- People involved in the home occupation include Dean and Shirley Markuson, community service volunteers (curator, historical research, etc.), management and maintenance.
- The main floor would house the residence and community center, the basement would house the museum, restroom and showers.
- The garage would be used as the entrance to the museum and would include minor modifications.
- Hours of operation would be Sunday to Saturday 1pm to 8pm or by appointment.
- There are four parking spaces and two driveways available for parking.
- The museum and library would include artifacts and preservation equipment.
- Sale of patriotic items, T-shirts, and community and historical books would be offered.
- Anticipated duration of the facility is the applicants' lifetime.
- Interior alterations include main floor restrooms removal of interior walls.
- A sign would be used to advertise the home occupation, but no more than the current sign.

- A personal car, truck, and trailer would be used for the home occupation.
- Catering of Community Center events may involve alcohol service.
- Housing of the homeless would not occur, however service of food to the homeless and use of the bathroom for homeless people to shower may occur.

Staff Review

- The building has housed a funeral home for 60 years. The number of attendees at visitations was around 200, with 125-150 attendees for funerals. There were approximately 140 events per year.
- Business and traffic generated by the proposed home occupation appears to be less than that generated by the funeral home. The community center would be limited to 150 people, and the frequency of events is likely to be less.
- The site does not meet current parking requirements, however use of the building as a funeral home predates establishment of minimum parking standards. The number of parking spaces required for a funeral home is the same as that required for a hall or community service center.
- The applicants have indicated that they will not provide overnight accommodations for the homeless, however they may serve meals and offer showers. Providing services to the homeless is beyond the scope of a community center and should not be allowed as a home occupation.
- Operation of the community center would need to abide by the 8pm limit on operations.
- The applicants have indicated that there will not be any exterior home occupation activities; however, the Markuson's may plan to build a veteran's memorial on the property. Any outside memorials or structures cannot be part of the home occupation.
- The applicant's do not plan on serving alcohol, however caterers utilizing the Community Center Space may choose to serve of alcohol for events. The funeral home also utilized caterers that sometimes provided alcohol. Alcohol service by outside caterers is common with other rental hall operations but may not be suitable for a residential neighborhood. Service of alcohol would need to abide by City licensing requirements.

Comments from Neighbors

Notice has been sent to neighboring residents within 350 feet of the property. Staff has received questions seeking further information on the business and questioning the need for a community center.

Review Period

Licenses shall be issued for a one year probationary period from the date of City Council approval. The City Council shall consider issuance of a full license at the end of the probationary period. The term of a license shall be 5 years.

Fire Inspector Review

The fire inspector has inspected the property. In general, the proposed use as an assembly space is similar to the Home Occupation. Specific comments will be received under a separate cover.

Recommendation

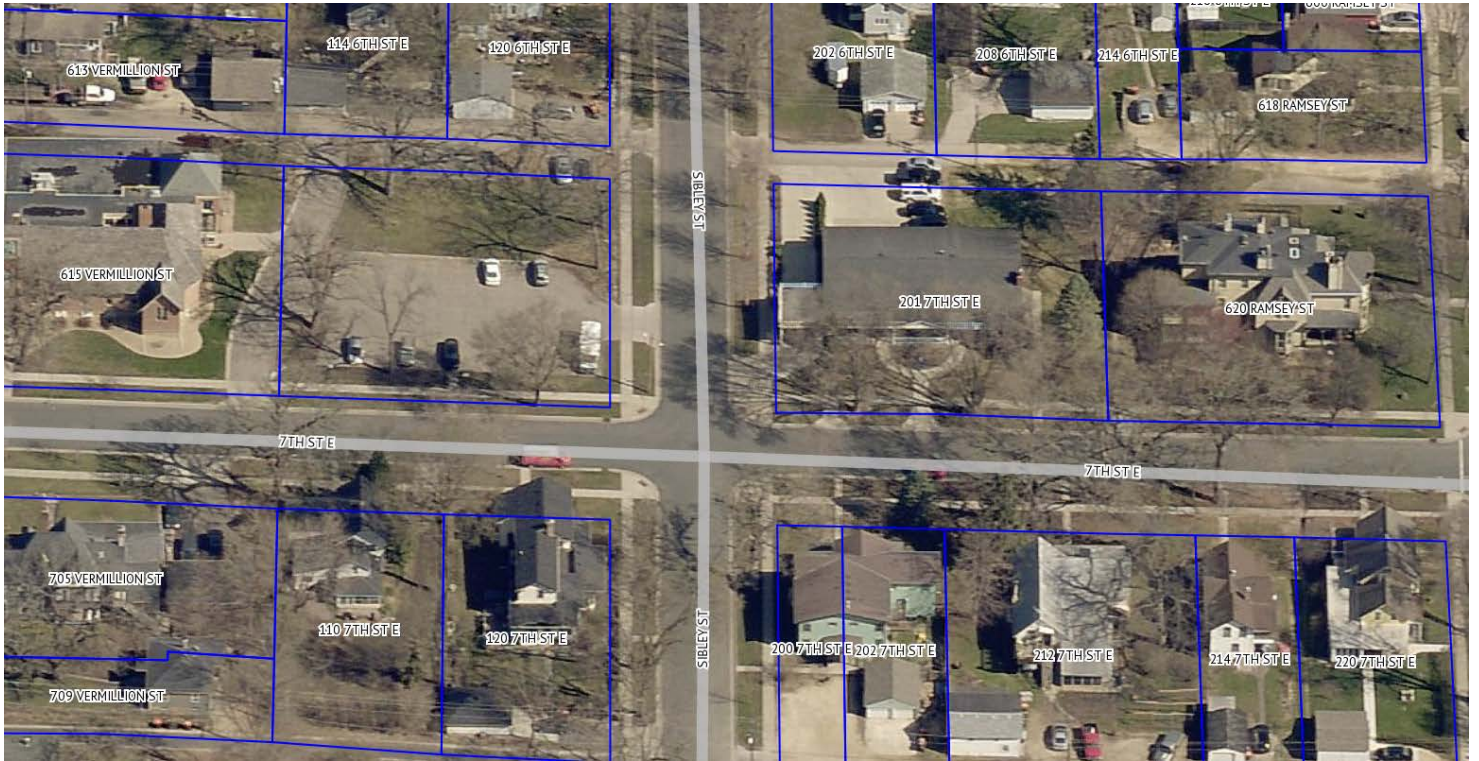
An approval of the Home Occupation Permit should be made contingent on the following conditions:

- 1) The Home Occupation must be operated consistent with the Planning Commission staff report dated September 9, 2019 and in accordance with the completed Home Occupation Questionnaire submitted with the Application of Home Occupation License dated August 29, 2019 unless further stipulated in the following conditions of approval. Failure to adhere to the provisions of the Home Occupation permit are grounds for revocation of the permit.
- 2) Any modifications to the use and operation of the Home Occupation must be approved by the City of Hastings.
- 3) The applicants must maintain a permanent residence in the structure and remain chiefly involved in the operation of the home occupation.
- 4) Use of the upstairs community center is limited to no more than 150 people.
- 5) Providing services to the homeless including overnight accommodations, meals, and bathing is not permitted as part of the Home Occupation Permit.
- 6) The number of employees or volunteers engaged in the Home Occupation on the site is limited to ___ individuals
- 7) The Home Occupation must be operated in compliance with the City Code including the Home Occupation, Nuisance, and Property Maintenance Codes.
- 8) Sale of items not manufactured on site including T-Shirts and books must be incidental to the Home Occupation.
- 9) Adhere to all building and fire permit regulations.
- 10) That the Type II license will be in a probationary status for one year. Following the probationary status, the Council will review the license and determine whether it should be issued for five years.

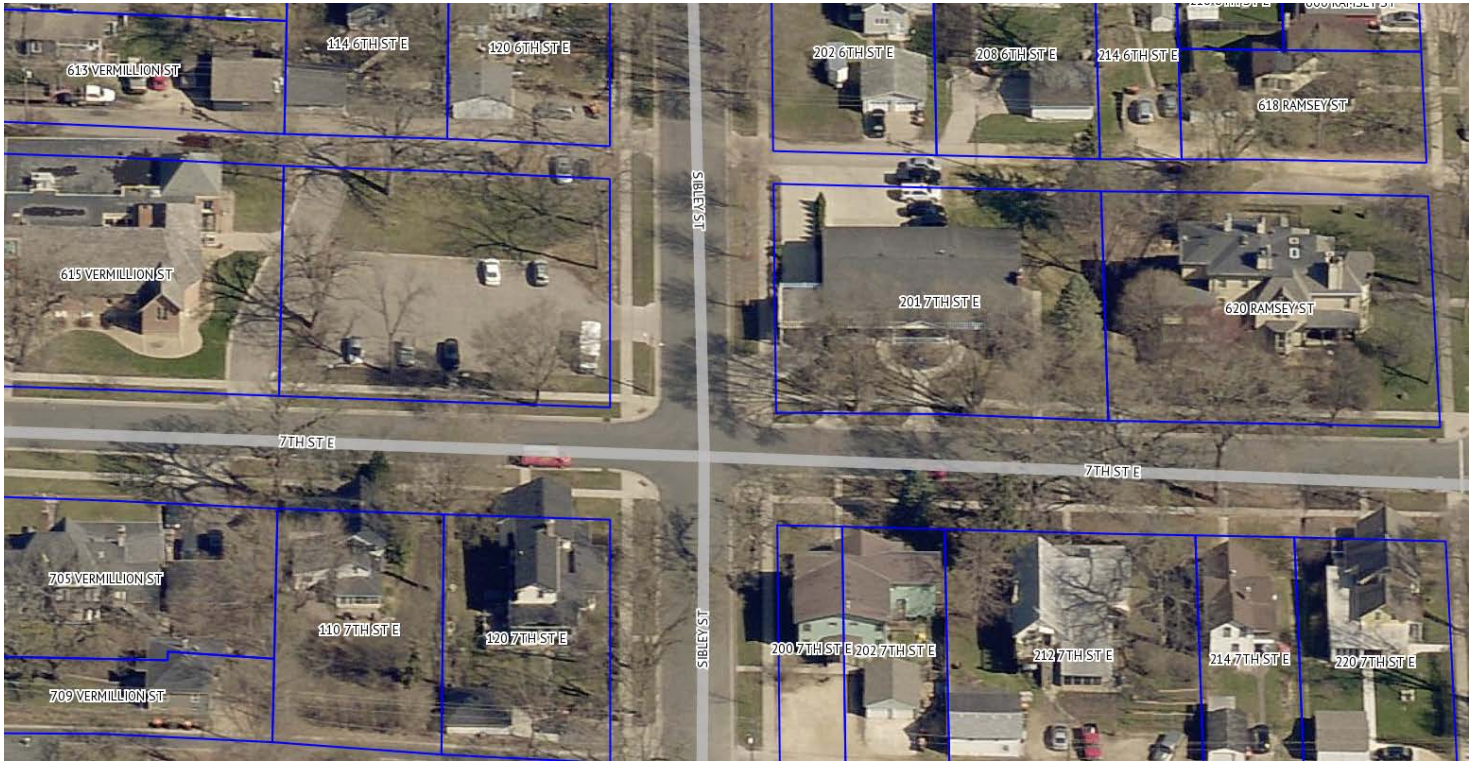
Attachments:

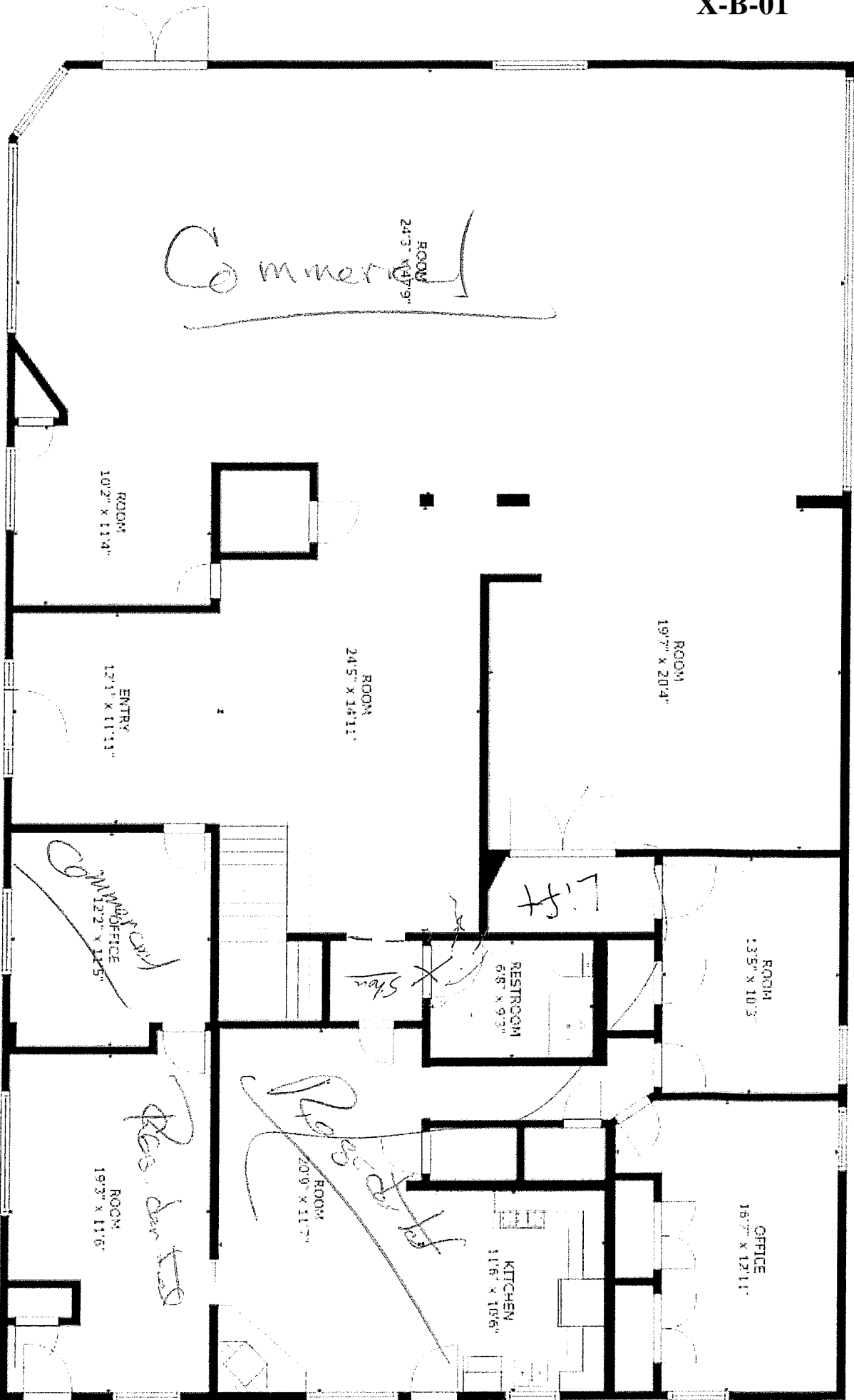
- Aerial Photograph
- House Plans
- Application

LOCATION MAP



LOCATION MAP





ROOM
24'3" x 14'7"

Commercial

ROOM
10'2" x 11'4"

ROOM
19'7" x 20'4"

ROOM
24'5" x 14'11"

ENTRY
12'1" x 11'11"

ROOM
13'5" x 10'3"

RESTROOM
6'8" x 9'3"

OFFICE
12'2" x 11'5"

OFFICE
15'7" x 12'11"

KITCHEN
11'6" x 10'6"

ROOM
10'9" x 11'7"

ROOM
19'3" x 11'6"

GRADE INTERNAL AREA
 FLOOR 1: 1942 sq ft, FLOOR 2: 3500 sq ft
 EXCLUDED AREAS: 2824 sq ft, 905 sq ft
 TOTAL: 5541 sq ft

Upper

A-B-01

GARAGE
34'10" x 23'2"

ROOM
40'2" x 22'11"

Workroom

Commercial

*Commercial
Retail*

HALL
19'2" x 3'8"

RESTROOM
9'6" x 5'1"

RESTROOM
13'0" x 5'7"

ROOM
15'3" x 10'8"

ROOM
15'10" x 25'8"

Retail

to view

GROSS INTERNAL AREA

FLOOR 1: 1941 sq ft, FLOOR 2: 3600 sq ft
EXCLUDED AREAS: GARAGE: 803 sq ft

TOTAL: 5541 sq ft



#2019-23-B-01

COMMUNITY DEVELOPMENT
 101 4TH STREET EAST, HASTINGS, MN 55033
 P. 651-480-2381 F. 651-437-7082
 WWW.HASTINGSMN.GOV

Application for Home Occupation License

ADDRESS OR PROPERTY INVOLVED: 201 East 7th St (Formerly Caturia Funeral Home), Hastings, MN 55033

APPLICANT NAME: Dean & Shirley Markuson
 ADDRESS: Currently: 436 Tiffany Drive
Hastings, MN 55033
 PHONE: (651) 438-2208
 FAX: None
 EMAIL: deanrvvet@aol.com

PROPERTY OWNER: Dean and Shirley Markuson
 ADDRESS: Currently: 436 Tiffany Drive
Hastings, MN 55033
 PHONE: (651) 438-2208
 FAX: None
 EMAIL: deanrvvet@aol.com

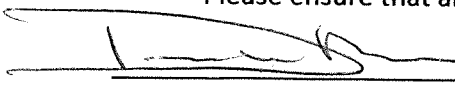

Business Name: Foss and Swanson, Veterans, Nonprofit IRS Organization

Do you own or rent this property? Purchase Argeement initiated

Please fill out this form and the attached questionnaire completely, and return it to the Planning Dept., along with the \$300 application fee (\$50 for renewal). The application review will not be scheduled for a Planning Commission meeting until all required materials have been provided.

By signing this application, I declare that I have read Chapter 10, Section 10.12 Subd. 2d of the Hastings City Ordinance, and that all of the information provided to the City of Hastings on this application, or as a part thereof, is true and accurate to the best of my knowledge.

Please ensure that all copies of required documents are attached.

	<u>8/29/19</u>		<u>8/29/19</u>
Applicant Signature	Date	Owner Signature	Date
<u>Dean W. Markuson</u>		<u>Dean W. Markuson</u>	
Applicant Name – Please Print		Owner Name – Please Print	

OFFICIAL USE ONLY

FILE # 200 REC'D BY: JHizman DATE REC'D: 8/29/19
 FEE PAID: PPAIO RECEIPT # _____ APP. COMPLETE complete

Check 1092, 29 Aug 2019

The City of Hastings distributes general city information and notices electronically through an electronic notification system. As an applicant for a new business license or for a renewal of an existing business license, you can sign up to receive notices through the city's electronic notification system by sending an email to OrdinanceAmendment-subscribe@hastingsmn.gov

Please return this Application so that I am fully aware of your receipt and payment of fee

CITY OF HASTINGS

Planning Dept. ~ 101 4th St E, Hastings MN 55033 ~ Phone 651.480.2381 ~ Fax 651.437.7082

Home Occupation Questionnaire

If additional space is needed to adequately answer any of the following questions, answer on a separate sheet of paper. Please number your answer to correspond with the question.

1. Describe the proposed home occupation:
Resident, Community Center Museum
2. Describe the character of the surrounding properties:
Residential, Rentals (Apartment) Church
3. Of those who reside in the home, who will be involved in the operations of this home occupation and what will their duties be?
Self, spouse, community service volunteers
Manage and maintain
4. Will there be any persons engaged in operation of the home occupation who do not live in the home? If yes, describe their numbers, duties, and hours of work.
Community Service Volunteers
As needed, Curator, Maintenance, Historian
Research (like the Pioneer Room)
5. In what part of the home will the home occupation be located? How will customers/employees access the area?
1st Floor, Gathering Space
Basement, Museum, Garage, Rest Rooms, Showers
Call General Access Areas
6. Will the home occupation be carried out in a garage, shed, or any other part of the property other than the home? If yes, describe what activities will take place in the garage/shed and/or what materials and in what quantity will be stored in the garage/shed:
Yes, Garage door entry is the entrance
way to the museum. Minor Model creation
Building Permit to be submitted ~~8 21 30~~
7. What are the intended days and hours of this home occupation?
~~1st~~ Sunday — Saturday
1 AM — 8 PM or by Appointment \$3.50
8. How many customers will visit your home occupation at any one time, on any given day during any given week?
Up to the limit allowed by the
Fire Department Inspector Occupancy
Limits.

9. Do you have off-street parking available at your home occupation? Attach a detailed drawing showing the location, capacity, type of parking surface, and dimensions of parking area:

Yes - 4 parking spaces + (2) driveways

10. Will the home occupation require or involve any equipment not normally found in the home? If yes, describe the equipment:

Yes. Artifacts + Preservation Equipment

11. Will the home occupation involve the sale of merchandise over the counter that is produced off the property? If yes, describe the merchandise to be sold:

Yes - Patriotic Items, T-Shirts
"We Remember", Community Historical Books

12. How long do you anticipate the home occupation will be operated at this address?

Lifetime - legacy to Grand children if desired

13. Are there any interior or exterior alterations required for this home occupation? If yes, describe the interior and/or exterior alterations required:

Yes: Main Floor Restrooms - Full or 3/4 bath, Removal of false wall from the stairs to basement, wall-Entry Museum - general

14. Will the home occupation produce glare, noise, odor, or vibration that will be noticeable outside the home? If yes, describe:

Normal lighting that is currently there. No additional requirement

15. Do you plan on displaying any signs advertising your home occupation? If yes, attach a drawing of the proposed sign, including the size, materials, color and location of the sign.

Yes - No more than the current one

16. Are there any licenses or permits that are required from any government agencies to legally conduct this home occupation? If yes, list the licenses or permits below: Have to research if (General Business SOS - Registration, Assumed Name, Articles of Incorporation or Bylaw

17. May the City inspect the property during the time this application is being considered for approval?

Yes. they can By Appointment only -

18. List the number and type of vehicles that are used for the bussiness that may be at the home:

Personal car + truck + trailer.

19. List any additional information concerning this home occupation that you believe is necessary for consideration of your application:

As Admistrator + Rental Fees
No Charge - Non Profit + Community Per orce Org
Governmental
\$100 < 100 > 100 - 299: \$300
> 300 \$500 donations Accepted

By signing this application, I declare that I have read Chapter 15, Section 15.07 Subd. (D) of the Hastings City Ordinance, and that all of the information provided to the City of Hastings on this application, or as a part thereof, is true and accurate to the best of my knowledge.

D W NO
Signature of Applicant

8/29/19
Date

Dean W. Markuson, CEO
Foss and Swanson, Veterans
436 Tiffany Drive
Hastings, MN 55033
(651) 438-2208
deanrvnvvet@aol.com

City Code and Ordinances-Home Occupation
Caturia Funeral Home, 201, East 7th St.

All Home Residents in the Vicinity of 201 East 7th Street
Residents of the City of Hastings, MN

Dear Homeowners;

I have initiated a purchase agreement of 201 East 7th st, formerly known at Caturia Funeral Home, for utilization as a home residence and a commercial business. The City Code and Ordinances establish the laws and regulations for the City of Hastings, including Zone Ordinances and Sub-divisions Ordinances pertaining to the use of a residence (home), in conjunction with a home (commercial) business.

One of the conditions, is that the purchase agreement is subject to getting a special permit from the City of Hastings for use as a community center, with a museum (Military and City Historical Society). If such a permit is not granted, my purchase agreement will be come null and void and all earnest money will be refunded to the buyers (myself and spouse?)

Therefore, if you have any objections/disargements with this proposed purchase and utilization, it is required of you, to hand-carry or mail, your objections/disagreement to me and the City of Hastings, Building/Code Enforcement, John Hinzman, 101 4th St E., Hastings, MN 55033. That's the law of the City Code and Zone Ordinance of be physically present of the called City Council meeting, that will consider this matter and take a vote to approve and/or disapprove.

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a long, horizontal stroke that tapers to the right.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Julie Flaten, Interim City Administrator
Date: September 16, 2019
Item: Cost Sharing and Lease Agreement with ISD 200

Council Action Requested:

Approve the enclosed Cost Sharing and Lease Agreement with ISD 200

Background Information:

In 2011 ISD 200 proposed to the City of Hastings to relocate the Senior Center to the Tilden Center Campus and to move the Alternative Learning Center (ALC) into the facility owned by the City, which was the Senior Center at that time.

Two agreements were created. One was a lease agreement where ISD 200 would make \$34,000 annual lease payments to the City for the use of the Ramsey Street property as the ALC location. The second agreement was a cost sharing agreement where the City would make payments totaling \$30,000 annually for costs associated with renovating the Tilden Campus for use as a Senior Center. The excess \$4,000/year was for future expenses for the City owned building on Ramsey Street. Both agreements ended earlier this month.

ISD 200 is asking to enter into new seven-year agreements to keep the ALC at the City owned Ramsey Street location and make lease payments to the City in the amount of \$34,000 annually to the City. The school district is also asking the City to help pay for needed improvements to the Tilden Center for deferred maintenance, lighting, security cameras, tuckpointing, doors, and a new roof. The City would pay \$30,000 annually to assist in funding these improvements for the Senior Center portion of the Tilden Center Campus.

Attachments:

Lease Agreement and Cost Sharing Agreement

LEASE AGREEMENT

This lease is entered into on the ____ day of _____, 2019, between the City of Hastings, a Minnesota Municipal Corporation, with a principal place of business at 101 East 4th Street, Hastings, MN 55033, referred to herein as "Landlord" or "City", and Independent School District No. 200, with its principal place of business at 1000 West 11th Street, Hastings, MN 55033, referred to herein as "Tenant" or "School District". This agreement is sometimes referred to herein as "this Agreement" or "this Lease".

RECITALS

WHEREAS, the City is the owner of improved real property located generally at 213 Ramsey Street, Hastings, MN 55033 and legally described on the attached Exhibit A (hereinafter referred to as "the Ramsey Street Property");

WHEREAS, the City and School District desire to enter into a lease agreement whereby the City will lease the Ramsey Street Property to the School District for use in conducting educational programs, including the School District's ALC program;

NOW, THEREFORE, the City and School District hereby agree as follows:

1. **Demised Premises.** Landlord, in consideration of the covenants herein contained, to be kept and performed by Tenant, does hereby lease to Tenant and Tenant does hereby lease from Landlord the Ramsey Street Property as legally described on the attached Exhibit A, including all improvements thereon, and including specifically the non-exclusive right to use the improved parking lot located generally on the South 100 feet of Lot 5, Block 15, Town of Hastings, Blocks 1-99, Dakota County, Minnesota, which parking lot parcel is co-owned between Landlord and Patrick A. Walker and Vivian D. Walker (hereinafter collectively referred to as "the Premises"). Tenant shall not unreasonably interfere with the co-owner's use of the parking lot portion of the Premises.

2. **Term, Possession and Rent Commencement.**

2.1 **Term.** The term of this Lease shall be from the Possession Date until September 1, 2026, unless earlier terminated, provided that Tenant's obligation to pay rent shall begin on the Rent Commencement Date as defined herein. Both parties shall have the right to terminate this Lease at any time during the term hereof by giving written notice to the other party at least one (1) year prior to the intended date of termination and upon the date of termination, Tenant shall vacate the Premises and return possession of the Premises to Landlord. The term of this Lease may be extended by written agreement of both the Landlord and Tenant.

2.2 **Possession Date.** Landlord shall deliver possession of the Premise to Tenant on October 1, 2019 provided Tenant's obligation to pay rent shall begin on the Rent Commencement Date. Tenant's obligations to pay utility charges, secure

insurance coverage, and maintain the Premises as provided herein shall begin on the Possession Date.

2.3 **Rent Commencement Date.** The Rent Commencement Date shall be October 1, 2019.

3. **Improvements.** The Premises is being leased in an “AS IS” condition. With the written consent of Landlord, Tenant may undertake reasonable modifications and alternations of the Premises, such consent not to be unreasonably withheld, provided that Landlord may impose reasonable conditions to providing such consent.

4. **Use of the Demised Premises.** It is agreed that the Premises shall be used by Tenant solely for the following purpose: School education programs. With the prior written consent of Landlord, such consent not to be unreasonably withheld, the Premises may be used for any other lawful purpose.

5. **Rent, Taxes and Utilities.** Tenant shall be responsible for payment of rent and other costs associated with the Premises as follows:

5.1 **Rent.** During the term of this Lease and beginning on the Rent Commencement Date, Tenant shall pay rent to Landlord in the amount of \$34,000.00 annually (\$10.00 per square foot) payable in monthly installments of \$2,833.34, payable in advance on the 1st day of each month. Rent shall be paid to Landlord at the Hastings City Hall, 101 East 4th Street, Hastings, MN 55033.

5.2 **Taxes, Utilities and Assessments.** Landlord is exempt from the assessment of real estate taxes against its properties under Minnesota law. The parties contemplate that Tenant’s use of the Premises will not cause real estate taxes to be assessed against the Premises. However, if for any reason real estate taxes or special assessments are lawfully assessed against the Premises during the term of this Lease, Tenant shall be responsible for the payment of the assessed real estate taxes and installments of special assessments prior to delinquency, subject to Tenant’s right to terminate the Lease as provided herein. Tenant shall be responsible for the payment of all utility charges applicable to the Premises during the term of this Lease beginning on the Possession Date including all electric, natural gas, telephone, internet/data, and garbage removal services, the costs of which shall be billed directly to, and paid by, Tenant. Tenant shall independently determine the electrical utility servicing the Premises is adequate for Tenant’s intended use of the Premises and Tenant shall not cause any overload to the electrical utility service.

6. **Maintenance.** Landlord and Tenant shall have the following responsibilities for maintenance of the Premises:

- 6.1 **Landlord Obligations.** Landlord's maintenance obligations shall include maintaining, at its cost, only the following:
 - 6.1.1 The roof, external walls and other structural components of the building;
 - 6.1.2 Sweeping, resurfacing, repairing and striping of the parking lot;
 - 6.1.3 Maintaining any grass, trees and shrubs at the Premises; and
 - 6.1.4 Snow and ice removal from the parking lot, driveways and sidewalks for the Premises on days Tenant is not obligated to remove the snow and ice because its education programs are not in session.

- 6.2 **Tenant's Obligations.** Tenant's maintenance obligations shall include maintaining, at its cost, the following:
 - 6.2.1 Snow and ice removal from the parking lot, driveways and sidewalks for the Premises except on days Tenant's education programs are not in session and to the extent snow and ice accumulation does not create a hazard for Tenant, its employees, agents or invitees.
 - 6.2.2 All plumbing fixtures and components including sewer and water pipes contained within the Premises.
 - 6.2.3 All electrical components including wiring and fixtures within the Premises.
 - 6.2.4 All HVAC systems including all air conditioning and heating systems within the Premises which shall include regular, routine maintenance of the HVAC systems as necessary to keep the systems operating and in good condition.
 - 6.2.5 All other items of maintenance not specifically delegated to Landlord under this lease and related to the Premises, including the obligation to keep the premises in an orderly, clean and sanitary condition as required by the laws and ordinances applicable thereto which shall include removal of all garbage and debris generated on the Premises.

7. Insurance.

7.1 Tenant's Obligations.

- 7.1.1 **Property Insurance.** At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, "all-risk" property insurance, in an amount not less than one hundred percent (100%) of the replacement cost covering (a) all leasehold improvements in and to the Premises which are made at the expense of Tenant; and (b) Tenant's trade fixtures, equipment and other personal property from time to time situated in the Premises. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

7.1.2 **Liability Insurance.** At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense: general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant written on an occurrence basis. Such insurance shall have a minimum combined single limit of liability of at least \$1,000,000 per occurrence and a general aggregate limit of \$1,000,000. All such policies shall be written to apply to all bodily injury, property damage, and personal injury losses and shall be endorsed to include Landlord, its agents and employees, as additional insureds. Such liability insurance shall be primary and not excess or contributing to any other insurance as may be available to the additional insureds.

7.1.3 **Workers' Compensation Insurance.** At all times during the Lease Term, Tenant shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of Minnesota.

7.1.4 **Policy Requirements.** All insurance required to be maintained by Tenant shall be issued by insurance companies authorized to do insurance business in the State of Minnesota. Tenant shall deliver to Landlord upon execution of this Lease a certificate of insurance (or, at Landlord's option, copies of the applicable policies) evidencing the insurance required. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to Landlord. Tenant shall furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. Tenant shall have the right to provide the insurance required by this Article pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and the Landlord as required by this Lease.

7.2 **Landlord's Obligations.** Landlord shall keep the Premises insured against loss by fire and extended coverage perils in the amount of replacement coverage as determined by Landlord. The insurance shall be written by companies licensed to do business in the State of Minnesota.

8. **Alterations and Liens.**

8.1 Tenant shall not be allowed to alter or remodel the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld, provided that Landlord may impose reasonable conditions upon granting of consent.

8.2 In the event that a lien is placed against the Premises as a result of any construction or alteration done by or at the request of Tenant, Tenant shall satisfy or remove the same within ten (10) days of receipt of notice from

Landlord. So long as the laws of this State shall provide for the filing of a statutory bond to eliminate the attachment of mechanic's or materialmen's liens to real estate, Tenant shall require that its contractor or itself shall take such steps as are provided by law for the filing of said statutory bond to remove any such lien in the event Tenant contests the validity of such lien. If the same is not removed within ten (10) days from the date of written notice from Landlord, Landlord shall have the right at Landlord's option of paying the same or any portion thereof and the amounts so paid, including attorney's fees and expenses connected therewith, shall be deemed to be additional rent due from Tenant to Landlord and shall be paid to Landlord immediately upon provision to Tenant of a bill for same. Tenant shall indemnify and save harmless Landlord from and against all losses, claims, damages, costs or expenses suffered by Landlord by reason of any repairs, installations or improvements made by Tenant.

9. **Damage.** If the Premises is damaged or destroyed by Tenant or any person under its control, Tenant shall repair or replace the same to substantially the same condition as existed immediately prior to such damage or destruction unless Landlord agrees that repair or replacement is not necessary.

10. **Default.** In the event Tenant should (a) default in the payment of any of the rentals within thirty (30) days of notice that same is due hereunder or (b) default in the keeping or performing of any other term or condition of this Lease and fail to remove such default within thirty (30) days after receipt of notice in writing from Landlord specifying the nature of such default, then and in any such event Landlord is hereby authorized to re-enter said Premises, to eject Tenant, and take full possession of said Premises and to terminate this Lease at its option.

11. **Condemnation.** If the whole or part of the Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate when possession thereof shall be required by the appropriating or condemning authority, or when legal title to the Premises shall vest in the appropriating or condemning authority, whichever shall first occur.

12. **Landlord's Access to Premises.** Subject to Tenant's consent which shall not be unreasonably withheld, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagors, tenants or workers. As provided by law, in the case of emergency, Landlord may enter the Premises without Tenant's consent provided that Landlord shall first make all reasonable efforts to give notice to Tenant and following such emergency access, shall provide notice of such access which shall include, but not be limited to, posting written notice on the Premises.

13. **Assigning or Subletting.** Tenant shall not assign this Lease, and shall not sublet any part of the Premises without the prior consent in writing of Landlord and it shall be within Landlord's sole discretion to grant or withhold such consent.

14. Indemnity.

14.1 Tenant agrees to indemnify, defend and hold Landlord, its public officials, officers, employees and agents harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring in the Premises, except to the extent caused by the negligent act or intentional misconduct of Landlord, its employees, agents, or invitees.

14.2 Landlord agrees to indemnify, defend and hold Tenant, its public officials, officers, employees and agents harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring as a result of Landlord's acts or omissions, to the extent caused by the negligent act or intentional misconduct of Landlord, its employees, agents or invitees. Nothing in this Agreement constitutes a waiver by the City of any statutory or common law defenses, immunities, or limits on liability. The obligation of the City of Hastings under this section cannot exceed the amount that the City would be obligated to pay under the provisions and limitations of Minn. Stat. Chap 466.

15. Mutual Release. Landlord and Tenant hereby release one another and their respective public officials, officers, agents and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary policy of insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

16. Notices. All notices, consents, demands and requests which may be or are required to be given by either party to the other, shall be in writing, and shall be deemed given or served when deposited in the United States mail by registered or certified mail, postage prepaid, addressed as follows:

If to Landlord: City of Hastings
 Attn: City Administrator
 101 Fourth Street East
 Hastings, MN 55033

If to Tenant: Independent School District No. 200
 Attn: District Superintendent
 1000 West 11th Street
 Hastings, MN 55033

Such addresses may be changed from time to time by either party by serving notices as above provided.

17. **Attorneys Fees.** In the event either party hereto institutes legal action or proceedings arising out of or in any way connected with this Lease, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs incurred in connection herewith.

18. **All Agreements Included.** Except as identified herein, this Lease embodies all the agreements between the parties hereto respecting the Premises hereby demised. All subsequent changes and modifications to be valid shall be embodied within a written instrument duly executed by the parties hereto.

19. **Paragraph Headings.** The headings of the several paragraphs contained herein are for convenience only and do not define, limit, or construe the contents, construction or meaning of the provisions of this Lease.

20. **Laws of Minnesota.** The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

21. **Saving Clause.** The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

22. **Successors and Assigns.** All of the terms, covenants, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

23. **Consents.** Landlord and Tenant covenant and agree that except where withholding of consent is expressly authorized as to a specific matter, whenever, pursuant to the terms of this Lease, consent, satisfaction, determination or approval is required or permitted of Landlord and Tenant, such consent, satisfaction, determination or approval shall not be unreasonably determined, withheld or delayed.

24. **Hazardous Materials.**

24.1 Tenant shall not use, store, manufacture, dispose of or discharge any pollutants, contaminants, or harmful or hazardous substances in excess of the USDOT reportable quantities for Dangerous Goods and Hazardous Materials from or on the Premises or otherwise occupy or permit the Premises to be occupied or used in a manner which:

- 24.1.1 violates any law, regulation, rule or other governmental requirement;
- 24.1.2 impairs the health, safety or condition of any person or property; or
- 24.1.3 adversely affects the use, enjoyment or value of the Premises or the surrounding property.

24.2 Tenant shall promptly notify Landlord of the breach, or the potential or threatened breach, of any of the provisions of this Article. Landlord shall have

the right of access to the Premises to inspect, test and, in Landlord's sole discretion, remedy any potential environmental problem. Tenant shall indemnify and hold Landlord, its public officials, officers, employees and agents harmless from any loss, claim, liability or expense (including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal, restoration expenses, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, and damages arising from any adverse impact on marketing of space) arising in connection with Tenant's failure to comply with the provisions of this Article.

- 24.3 Tenant will indemnify, defend, save and hold harmless Landlord, its public officials, officers, agents, employees, invitees, and their respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and shall reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expenses (including, without limitation, all attorney's fees and expenses, court costs, administrative costs and costs of appeals), incurred by or asserted against the Indemnified Parties by reason of or arising out of Tenant's failure to comply with the provisions of this Article.

{SIGNATURE PAGES TO FOLLOW}

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2019 by Tim Collins, Superintendent for Hastings Public Schools.

Notary Public

Exhibit A
Legal Description-Ramsey Street Property

Lot 6 except the South 70 feet thereof and an undivided $\frac{1}{2}$ interest in Lot 5, except the South 100 feet thereof, all in Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota (Abstract Property); and

An undivided $\frac{1}{2}$ interest in the South 100 feet of Lot 5, Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota, (Torrens Property).

COST SHARING AGREEMENT

This agreement is entered into on the ____ day of _____, 2019, between the City of Hastings, a Minnesota Municipal Corporation, with a principal place of business at 101 East 4th Street, Hastings, MN 55033, referred to herein as “City”, and Independent School District No. 200, with its principal place of business at 1000 West 11th Street, Hastings, MN 55033, referred to herein as “School District”. This agreement is sometimes referred to herein as “this Agreement”.

RECITALS

WHEREAS, the City and School District entered into a joint powers agreement (hereinafter referred to as “the Joint Powers Agreement”) dated as of May 2, 2001 pursuant to Minnesota Statute Section 471.59 which provides for the operation of a community education program within the City of Hastings pursuant to Minnesota Statute Section 121.85;

WHEREAS, the City is the owner of improved real property located generally at 213 Ramsey Street, Hastings, MN 55033 and legally described on the attached Exhibit A (hereinafter referred to as “the Ramsey Street Property”);

WHEREAS, the City and School District currently operate a senior center community education program in the Tilden Center Property pursuant to the Joint Powers Agreement;

WHEREAS, the School District is the owner of improved real property located generally at 855 4th Street West, Hastings, MN 55033 and legally described on the attached Exhibit B (hereinafter referred to as “the Tilden Center”);

WHEREAS, the City and School District have relocated the senior center operations from the Ramsey Street Property to the Tilden Center;

WHEREAS, to make the Tilden Center and associated improvements suitable for operation of the senior center, the School District is willing to undertake certain improvements, repairs and maintenance of the Tilden Center with an estimated cost of \$1.2 million on the condition that the City agrees to contribute \$30,000.00 each year, for a period of 7 years, totaling \$210,000.00, to the School District to partially offset the School District’s costs of improving, maintaining and repairing the Tilden Center;

WHEREAS, the City and School District wish to reduce to writing their agreements regarding relocation of the senior center to the Tilden Center.

NOW, THEREFORE, the City and School District hereby agree as follows:

1. **Cost Sharing Agreement.** The City shall contribute \$30,000.00 each year, in monthly installments, for a period of 7 years, totaling \$210,000.00, to the School District to partially offset the School District’s costs of improving, maintaining and repairing the Tilden Center

currently estimated to be \$1.2 million. The City shall make eighty-four (84) monthly payments to the School District in the amount of \$2,500.00 each month beginning on the first day of September, 2019 and continuing on the first day of each month thereafter through August 1, 2026 when the entire contribution of \$210,000.00 by the City shall have been paid in full. The City and School District agree to work cooperatively to facilitate the relocation of the senior center facility and operations to the Tilden Center. This Agreement shall not modify the Joint Powers Agreement and except as provided for herein, operation of the senior center at the Tilden Center shall continue in the same manner and to the same extent as undertaken by the parties in the past with cost sharing controlled by the terms of the Joint Powers Agreement.

2. **Notices.** All notices, consents, demands and requests which may be or are required to be given by either party to the other, shall be in writing, and shall be deemed given or served when deposited in the United States mail by registered or certified mail, postage prepaid, addressed as follows:

If to City: City of Hastings
 Attn: City Administrator
 101 Fourth Street East
 Hastings, MN 55033

If to School District: Independent School District No. 200
 Attn: District Superintendent
 1000 West 11th Street
 Hastings, MN 55033

Such addresses may be changed from time to time by either party by serving notices as above provided.

3. **All Agreements Included.** Except as identified herein, this Agreement and the Joint Powers Agreement embody all the agreements between the parties hereto respecting the relocation of the senior center to the Tilden Center. All subsequent changes and modifications to be valid shall be embodied within a written instrument duly executed by the parties hereto.

4. **Dispute Resolution.** In the event of a dispute between the parties to this Agreement, before either party may initiate any lawsuit or other court action, the parties agree to undertake reasonable efforts in good faith to resolve the dispute through negotiation or another form of non-binding alternative dispute resolution mutually agreed to by the parties.

5. **Paragraph Headings.** The headings of the several paragraphs contained herein are for convenience only and do not define, limit, or construe the contents, construction or meaning of the provisions of this Agreement.

6. **Laws of Minnesota.** The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Agreement.

Exhibit A
Legal Description-Ramsey Street Property

Lot 6 except the South 70 feet thereof and an undivided $\frac{1}{2}$ interest in Lot 5, except the South 100 feet thereof, all in Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota (Abstract Property); and

An undivided $\frac{1}{2}$ interest in the South 100 feet of Lot 5, Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota, (Torrens Property).

Exhibit B
Legal Description-Tilden Center

Lots 1, 2, 3, 4, 5, 6, and 7, Block 18;
Lots 14 and 15, Block 18;
All of Lots 16 and 17, Block 18;
The West 20 feet of Lot 18, Block 18;
The East 20 feet of Lot 18, Block 18; and
All of Lots 19 and 20, Block 18;
All of the foregoing being part of Addition No. 13 to the City of Hastings, Dakota County,
Minnesota.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Julie Flaten, Interim City Administrator
Date: September 16, 2019
Item: 2020 Preliminary Levy and Budget

Council Action Requested:

Approve the resolutions:

- 2020 Preliminary Budget, Property Tax Levy and Public Hearing Date for 2020 Budget
- 2020 HEDRA/HRA Special Tax Levy

Background Information:

The budget represents the financial plan and priorities of the City of Hastings, within established limits set by the City Council. It is intended to communicate the City's goals and how resources are allocated to those priorities. The budget is created in alignment with the Council directives and our CORE values.

Council/Finance Committee Direction:

The City Council held a workshop on May 6, 2019 where staff presented historic information and a 2020 preliminary base budget and tax impacts. The market value increased by \$1,518,613 or 7.16% to \$22,720,326.

During June, departments prepared their budget requests for 2020, including updating their Five-Year Capital Improvement and Capital Equipment Plan data.

The Finance Committee (Folch*, Braucks, Vaughan) met on Thursday, July 25, 2019. At this meeting, each department provided an overview of their top priorities for capital, staffing, and new initiatives and the Finance Committee asked questions and provided feedback.

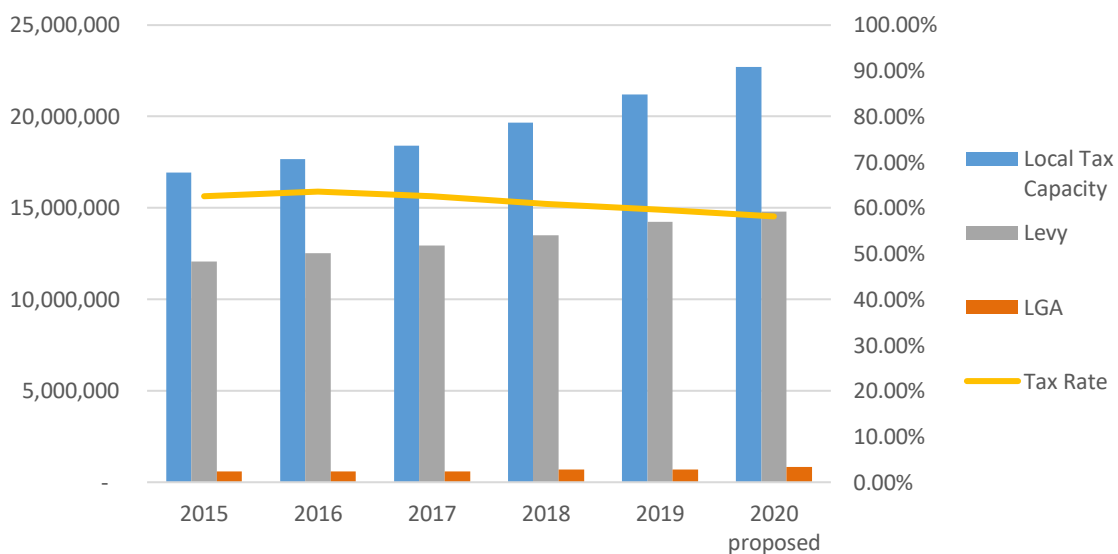
The City Council held two subsequent workshops on August 19 and September 9, 2019 for further refine the budget and discuss long-term priorities. Based on department top priorities, review of debt and revenue projections, uncontrollable costs, the Council provided direction to set a preliminary levy at \$14,788,179 and the preliminary budget at \$33,609,080. The preliminary proposal as recommended by the City Council would reduce the City's tax rate from 59.61% to approximately 58.15%.

Year	Tax Rate
2014	66.25%
2015	62.58%
2016	63.58%
2017	62.52%
2018	60.86%
2019	59.61%
2020*	58.15%

* proposed rate

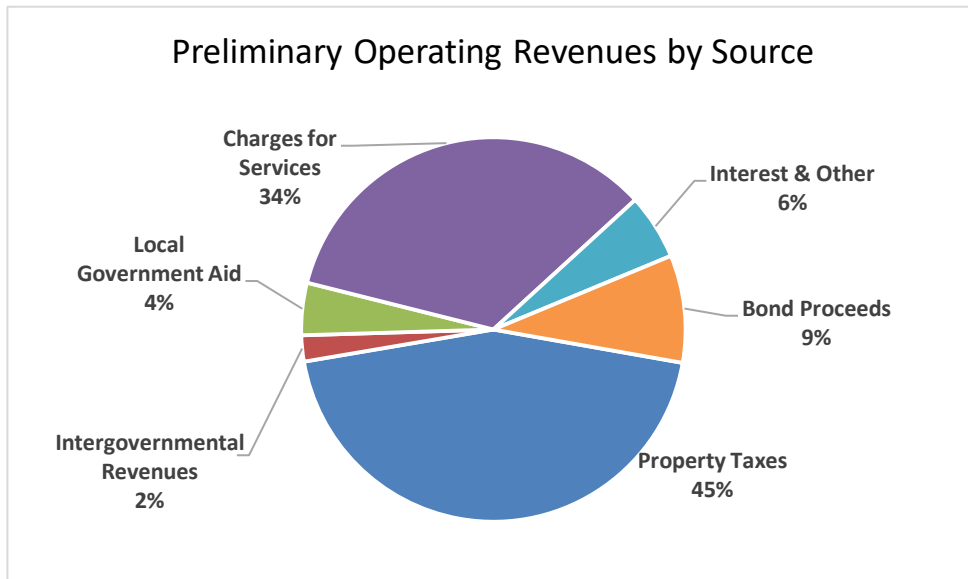
Historical Information

The City’s tax capacity has steadily increased since 2015. In 2020, that increase is estimated at approximately 7.16% (\$1,518,613), bringing the overall market value to \$22,720,326. This is the highest level since pre-2008. The chart below provides a historical view of this increase as well an overall continual reduction in the tax rate.



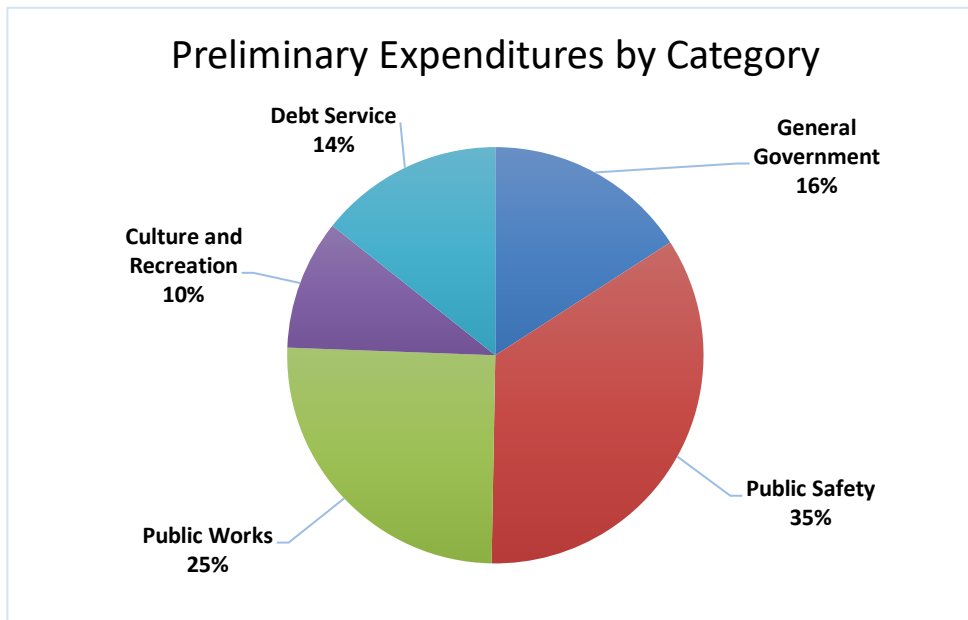
Preliminary Budget Revenues

As we prepare our annual budget recommendation, we review our available funding, potential revenue, and how we can present a responsible budget that supports the services we offer. The City has resources from our levy supported budget as well as our non-levy supported budget. These non-levy supported sources include our utility funds (water, wastewater, hydro), franchise fees (cable), and dedicated funding (LeDuc) and Parks capital (Parks dedication fees).



Preliminary Budget Expenses

Each year we are challenged with meeting service delivery needs with limited resources. Unfortunately, unmet needs are part of each and every budget cycle. Staff are tasked with preparing budgets that are creative, innovative, cost sensitive, and responsive. We also work to create a budget that takes care of our current assets and amenities including our buildings, parks, and recreational facilities. Additionally, the City has taken on many sustainability efforts, in addition to being a Green Steps City, that provide direction as we create our budget proposals.



Preliminary Recommended Budget

As part of the preliminary budget and levy we have the following items identified within the recommendations. This list is not comprehensive and is subject to change prior to final budget adoption. It should be noted some of these items are capital and not included in the operating graphs presented above.

- LED Lighting for Public Works
- Police Training Room Upgrades
- Computer/IT Updates
- Replace Building Inspection Vehicle
- Remount Ambulance
- Pool Improvements (slide step replacement, current play structure refurbish)
- Zamboni replacement
- Parks trail improvements
- Economic Development Initiatives
- Infrastructure Improvements (Neighborhood improvement project, Mill and Overlay)

Impact on Homeowner

The City Council has consistently shown a sensitivity to how our budget decisions impact the homeowners and businesses in the City of Hastings.

**Estimated tax impact from proposed levy- Residential
(0% Market Value Increase vs 7.6% Market Value Increase)**

<i>Home Value</i>	<i>Market Value Increase</i>	<i>City Estimated Tax 2020</i>	<i>City Tax 2019</i>	<i>Due to change in Value</i>	<i>Due to change in tax rate</i>
199,000	0.0%	\$ 1,038	\$ 1,071	\$ -	\$ (33)
214,124	7.6%	\$ 1,141	\$ 1,071	\$ 70	\$ -
245,000	0.0%	\$ 1,336	\$ 1,370	\$ -	\$ (34)
263,620	7.6%	\$ 1,454	\$ 1,370	\$ 84	\$ -
345,000	0.0%	\$ 1,970	\$ 2,020	\$ -	\$ (50)
371,220	7.6%	\$ 2,136	\$ 2,020	\$ 116	\$ -

Next Steps

The 2020 preliminary budget and levy must be set by October 1, 2019. The HRA/HEDRA levy must be set by October 1, 2019. Once set, the City Council cannot establish a final levy which is higher than the preliminary levy. A Truth-in-Taxation hearing will be held at the City Council meeting on Monday, December 2, 2019. The final budget and levy will be acted upon at the City Council's December 16, 2019 meeting.

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 09- -19

**A RESOLUTION ADOPTING THE PRELIMINARY
2020 CITY PROPERTY TAX LEVY, PRELIMINARY BUDGET,
AND SETTING TRUTH IN TAXATION HEARING DATE**

WHEREAS, the City must annually prepare a budget that is responsive, responsible, and in alignment with our CORE values and strategic plan; and

WHEREAS, departments prepare requests with are discussed and reviewed as a team and with the Finance Committee of the Council (Vaughan, Folch*, Braucks,); and

WHEREAS, the Finance Committee and the City Council have met several times over the last few months to discuss the preliminary budget information; and

WHEREAS, the committee has directed the City Administrator and staff to prepare a preliminary 2020 tax levy and budget, a special levy, and set a truth in taxation hearing date; and

WHEREAS, provisions of the Minnesota Truth and Taxation Law require Cities to certify a Proposed Property Tax Levy and City Budget to the County Auditor by October 1, 2019; and

WHEREAS, City staff was directed to set the 2020 City Preliminary levy at \$14,788,179, the Preliminary Budget at \$33,609,080, and to schedule a truth in taxation public hearing date at 7:00 p.m. on Monday, December 2, 2019 in the City Council Chambers at Hastings City Hall, with a continuation date (if needed) of Monday, December 16, 2019 ; and

WHEREAS, the City has sufficient cash on hand to reduce the debt levy to \$2,523,681.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; that the preliminary Property Tax Levy of the City of Hastings, for the 2020 City Budget to be certified is hereby adopted.

Adopted this 16th day of September, 2019.

Attest:

Mary Fasbender, Mayor

Julie Flaten, City Clerk

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 09- -19

A RESOLUTION APPROVING A PROPOSED 2020 HEDRA-HRA SPECIAL TAX LEVY

WHEREAS, the Hastings Economic Development and Redevelopment Authority (the "Authority") was created by the City Council of the City of Hastings (the "City") pursuant to Minnesota Statutes, Sections 469.090 to 469.1081; and

WHEREAS, the Authority was granted all of the powers of a municipal housing and redevelopment authority under Minnesota Statutes, Sections 469-001 to 469-047 (the "Act"); and

WHEREAS, Section 469.033, Subdivision 6, of the Act, as amended, permits the Authority to levy and collect a special benefit tax of up to .0185 percent of taxable market value in the City upon all taxable property, real and personal, within the City; and

WHEREAS, the Authority desires to levy such tax based upon the limit of .0185 % of the taxable market value; and

WHEREAS, the levy of such a special benefit tax is subject to consent by Resolution of the City Council of the City of Hastings.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; that the City of Hastings HRA Special Levy be granted subject to the limit of .0185 percent of taxable market value as per Minnesota Statute.

Adopted this 16th day of September 2019.

Mary Fasbender, Mayor

Attest:

Julie Flaten, City Clerk