CITY OF HASTINGS CITY COUNCIL AGENDA

Monday, February 3, 2020

7:00 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Moment of Silence: Tom Nesbitt Sr.

- III. ROLL CALL
- IV. DETERMINATION OF QUORUM

Presentation: Dakota Broadband Board, Executive Director Carah Koch

V. APPROVAL OF MINUTES

Approve Minutes of the Regular City Council meeting on January 21, 2020.

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 Date for Public Hearing Highway 316 Improvements Project
- 3. Resolution: Accept Feasibility Report, Order Project Hearing, Declare Amount to be Assessed, & Order Assessment Hearing 2020 Neighborhood Infrastructure Improvements
- 4. Resolution: Appointment of 2020 Presidential Nomination Primary Election Judges
- 5. Resolution: Approve 2020 2021 Commercial Waste Hauler License Renewals
- 6. Resolution: Acceptance of and Appreciation of a Donation from the Starkson Family Life Celebration Chapel to the Hastings Police Reserve
- 7. Accept Scholarship from Flint Hills Resources for Firefighter Training
- 8. Approve 'The Longer Table' as a Special Event
- 9. Approve Water Service Repair Assessment Request 515 Tiffany Drive (Krinke)
- 10. Approve Special Event Request League of Women Voters
- 11. Appoint New Parks & Recreation Commissioner Santelman
- 12. Side by Sides/ATV's/Golf Carts on City Streets
- 13. Approve Agreement Regarding Sewer and Water Service Lines and Waiver of Procedural Irregularity and Assessment Appeal Glendale Heights 3rd Addition

IX. AWARDING OF CONTRACTS AND PUBLIC HEARING

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

1. Public Hearing: Comprehensive Plan Amendment & Rezone Property - Shepherd of the Valley Church (1450 West 4th Street)

X. REPORTS FROM CITY STAFF

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

A. Parks

1. Approve Joint Powers Agreement with Dakota County for Mississippi River Regional Trail Reconstruction Project

B. Community Development

- 1. Resolution: Comprehensive Plan Amendment Shepherd of the Valley Church (1450 West 4th Street)
- 2. 2nd Reading\Adopt Ordinance: Rezone Property Shepherd of the Valley Church (1450 West 4th Street)
- 3. Remove from the Table: Keeping of Chickens
- 4. Draft Ordinance: Keeping of Chickens

C. Administration

- 1. Mediated Settlement Agreement
- 2. Authorize Submittal of COPS Grant Application
- XI. UNFINISHED BUSINESS
- XII. NEW BUSINESS
- XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS
- XIV. ADJOURNMENT

Next Regular City Council Meeting: Tuesday, February 18, 2020 7:00 p.m.

Hastings, Minnesota City Council Minutes January 21, 2020

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, January 21, 2020 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, Lund and Vaughan

Members Absent: Councilmember Leifeld

Staff Present: City Administrator Dan Wietecha

Administrative Services Director Julie Flaten

City Attorney Dan Fluegel

Community Development Director John Hinzman Economic Development Coordinator Rusty Fifield Recreation Program Specialist Paige Marschall Bigler

Presentations:

<u>Lindsay Anderson – MN Pollution Control Agency GreenCorps Member</u>

Marschall Bigler introduced Anderson who described her role with the City as a MN Pollution Control Agency GreenCorps Member.

Tennis Sanitation

Stacy from Tennis Sanitation presented a check to Hastings Youth Athletic Association in the amount of \$462.98.

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the Regular City Council meeting on January 6, 2020.

Councilmember Folch indicated that her intent on pulling the Commissioner appointment from the consent agenda was to encourage staff to do more outreach and work with the Administrative Committee of the Council when soliciting appointments.

Minutes were approved as presented.

Council Items To Be Considered

Councilmember Balsanek asked to have Item #7 pulled from the consent agenda. This was placed as Item #4 under Community Development.

Councilmember Folch asked to have Item #8 pulled from the consent agenda. This was placed as #5 under Community Development.

Consent Agenda

- 1. Pay Bills as Audited
- 2. Resolution No. 01-10-20: Approve 2020 Massage Therapist License Renewal McMahon-Miller
- 3. 2020 Council Committee Appointments
- 4. Resolution No. 01-11-20: Approve 2020 Massage Therapist License and 2020-2022 Establishment License Renewals Fischer
- Resolution No. 01-12-20: Declare 1986 Sno Go Snowblower Surplus Property & Authorize Trade-In
- 6. 1st Reading\Order Public Hearing: Proposed Ordinance Amendment No. 2020-01 Chapter 112: Tobacco Regulations

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- 7. 1st Reading\Order Public Hearing: Rezone Property from R-1 to R-3 Shepherd of the Valley Church (1450 West 4th Street)
- 8. Recommendation for Park Dedication Bauer Property Annexation Park and Recreation Commission

Councilmember Balsanek motioned to approve as amended, seconded by Councilmember Braucks. Ayes 6; Nays 0.

Resolution No. 01-13-20: Approve 2020 CDBG Budget Submittal

Hinzman discussed the Community Development Block Grant (CDBG) Budget and that the \$75,065 estimated funding would be allocated towards assessment abatement for the 2020 street improvement project.

Councilmember Vaughan motioned to approve as presented, seconded by Councilmember Lund. Ayes 6; Nays 0.

Housing and Economic Development Report

Fifield presented the Housing and Economic Development Report to the Council.

Council discussed that some developers may overlook Hastings due to the lack of available large parcels of land, annexation of land, recognition of current developments, the effect the declining school enrollment has on the community, affordable homes in the City compared to affordable homes in neighboring communities, collection of data on the condition of existing housing and that proceeding forward should include the information from the Dakota County study, possible collaboration with Hastings Chamber of Commerce working groups, defining the Council's role in the economic development of the City, the possibility of using utility data and that Council could use a holistic approach when approving re-zoning and other similar requests.

HEDRA Strategic Plan Update

Fifield updated the Council on the HEDRA Strategic Plan.

Council discussed the possibility of a joint HEDRA/City Council workshop and the price and different types of Confluence apartments.

1^{st} Reading/Order Public Hearing: Rezone Property from R-1 to R-3 – Shepherd of the Valley Church (14510 West 4^{th} Street)

Councilmember Balsanek requested that staff provide information about this request. Hinzman explained Shepherd of the Valley Church's rezoning request and the need for a comprehensive plan amendment and what may be built on the site.

Council discussed the future steps of the request and zoning of churches.

Councilmember Balsanek motioned to approve as presented, seconded by Councilmember Vaughan. Ayes 5; Nays 0; Councilmember Lund abstained.

Recommendation for Park Dedication - Bauer Property Annexation - Park and Recreation Committee

Councilmember Folch requested Council to be consistent with previous discussions of Glendale Heights not having a park; thus, consider not creating a park in this area. She also asked that the comprehensive plan for all parks be brought forward for Council discussion.

Hinzman clarified the Park and Recreation Commission's recommendation of accepting cash in lieu of park land and discussed the reason the developer was seeking direction.

Councilmember Vaughan motioned to approve as presented, seconded by Councilmember Balsanek. Ayes 6; Nays 0.

Green Acres Interest Rate Reduction Request

Wietecha summarized the history of the outstanding green acres assessments for the Conzemius property. The Finance Committee of the City Council unanimously recommend accepting the full payoff amount.

Council thanked Finance Manager Lammers for working with the Conzemius family. Council discussed possibly having a Council workshop to determine how to allocate the received funds, possible spending restrictions of the received funds, whether the property stays in the Green Acres after payment and the remaining property in the Green Acres.

Councilmember Folch motioned to approve as presented, seconded by Councilmember Balsanek. Ayes 6; Nays 0.

Goal Setting Retreat

Wietecha explained the purpose of the Goal Setting Retreat.

Council discussed the lack of master plan or strategic plan for City, Council's involvement in development of a comprehensive plan, organizational structure, need for a clear Council vision, previous strategic planning session outcomes, senior staff involvement in the retreat, using problem identification methods and possible use of a facilitator.

Mayor Fasbender and Councilmembers made the following announcements:

- Councilmember Folch asked for an overview at a future Council meeting regarding whether City Council has authority to waive WAC/SAC fees for an individual business request, referring to Froth and Cork.
- Planning Commission will meet on Monday, January 27 at 7:00 p.m.
- Planning Committee of the Council will meet on Thursday, January 30th at 6:00 p.m.
- State of the City will be held on Wednesday, February 5th beginning at 11:30 a.m. at Hastings Golf Club. Sign up with the Chamber of Commerce.
- Open House for the 2020 Neighborhood Infrastructure project will be held on Thursday, January 23rd from 4:00 7:00 pm at Resurrection Methodist Church.
- HPAAC survey closes January 31st.
- Chamber of Commerce annual awards dinner is Thursday, January 23rd.
- Several councilmembers will attend League of Minnesota training this upcoming weekend.

meeting was adjourned at 9:12 p.m.	
Mary Fasbender, Mayor	Julie Flaten, City Clerk

Councilmember Vaughan motioned to adjourn, seconded by Councilmember Balsanek. Ayes 6; Nays 0. The



City Council Memorandum

To: Mayor Fasbender & City Councilmembers

From: City Administrator Dan Wietecha

Date: February 3, 2020

Item: Former Councilmember Tom Nesbitt

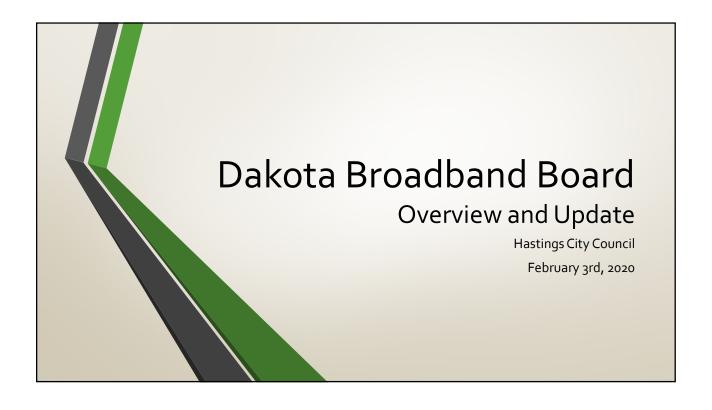
Council Action Requested:

Recognition of former Councilmember Tom Nesbitt.

Background Information:

Traditionally, the City Council has recognized Councilmembers who have passed away.

Thomas Edward Nesbitt, age 90, passed away on January 18, 2020. Tom was a Hastings High School graduate (class of 1947). He then attended The United States Military Academy at West Point, graduating with honors in 1953. He was the first Hastings resident to graduate from West Point. He served 29 years active duty in the Army. Tom has been described as always having a smile, and a key line in his obituary reads, "He lived his life unselfishly serving others and a was a kind, noble and gentle man with an incredible mind." Tom Nesbitt served on the Hastings City Council from 1983 to 1986.

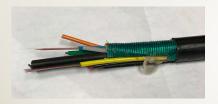


Presentation Overview

- 1. Introduction to Broadband
- 2. What is the Dakota Broadband Board (DBB)?
- 3. What Value Does It Bring to the Community?
 - 4. Project Examples and Process
 - 5. Strategic Planning and Long-term Goals
 - 6. Questions and Conversation

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Introduction to Broadband Fiber



"Fiber optic technology converts electrical signals carrying data to light and sends the light through transparent glass fibers about the diameter of a human hair. Fiber transmits data at speeds far exceeding current DSL or cable modem speeds, typically by tens or even hundreds of Mbps"(FCC, 2019)

Transmission speeds available using fiber are critical to technology needs today

• Public safety and health care services, education, business transactions, entertainment

Multiple entities can utilize fiber in a single conduit through the addition of electronics and switches to guide the signals

Dakota County "Dig Once" Initiative

· Opportunity to reduce the cost of fiber installation through collaboration/planning

What is the DBB?

- Joint Powers Organization between 10 cities in Dakota County, Dakota County, and the Dakota County Community Development Agency
 - Member Cities: Apple Valley, Burnsville, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St Paul, and West St Paul
- Created in December 2017
- DBB Purpose
 - To create a high performance institutional network (I-Net) for the efficient management of physical network assets owned among members (conduit, fiber cable, etc.), and to enable more efficient and lower cost price agreements for members for a variety of IP-based services
 - To utilize excess I-Net capacity to enhance business attraction, business retention and economic development opportunities through the provision of wholesale access to private sector service providers (C-Net)
- The DBB will not be a retail provider of services to business and residents in Dakota County

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Organizational Structure

- Dakota Broadband Board
 - One elected representative from each of the member communities
 - Board meetings are the 2nd Wednesday of each month
- Executive Committee
 - One staff member from each of the member communities.
 - Executive Committee meeting are the 1st Wednesday of each month
- Executive Director
 - Reports to the Chair of the Executive Committee and the Chair of the Dakota Broadband Board
- Contracted Services



Funding and Annual Budget

2020 Total Budget: \$905,670

Cost per member is determine by the following factors:

- Total asset value in the network
- Number of route miles of fiber
 - Community population

2020 Annual Cost for Hastings: \$18,926

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Dakota Broadband Network (2019)



Through the utilization of member fiber, the DBB network connects communities across Dakota County.

Value to the Community

- Improved redundancy to weather unforeseen breaks and disruptions
- Expanded connections to public facilities for community services
 - Parks, water towers, schools, traffic signals, libraries, public safety, and core infrastructure
- Efficient use of public resources through collaborative efforts and streamlined service provision
- Increased potential for economic development opportunities throughout Dakota County
- Enhanced capacity for Continuity of Operations (COOP) planning and disaster preparedness

State of Minnesota and Broadband

Minnesota Office of Broadband Development

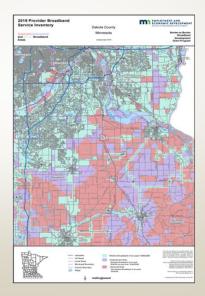
 Connects public, private and non-profit entities with resources to improve broadband access in Minnesota

Access and Speed Goals

- All MN businesses and residents will have access to defined high-speed broadband upload and download speeds by 2022
- Upload and download speed goals increase for 2026

Leadership Goal for 2022

MN will be in the top five states for broadband access



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Project Examples and Process

- Original Systems Plan (2017) highlighted nine "Gap" projects to be completed
- Funding for fiber segments/projects is identified by individual city/county members on an annual basis
 - DBB members identify funding for the fiber projects in their communities
 - Projects meetings for 2020 are happening now
- Finding opportunities for collaborative partnerships when construction takes place

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South St Paul Project Example



South St Paul and its citizens benefit from these projects through:

- Availability of WiFi at the Community Center and Ice Arena
- Expanded access and security functions throughout public buildings
- Increased preparedness for potential disasters with defined backups of information.

In South St Paul the connection of Dakota County's Northern Service Center to City Hall also enabled the connection of other community sites like Doug Woog Arena, the SSP Municipal Service Center, and Salem Hills Elementary.





What's Next for 2020?

- Identification and completion of additional I-Net projects
 - Water towers, parks, public safety, SCADA systems, redundant connections
- Approval of Indefeasible Right to Use (IRU) agreements between DBB members and the DBB
- Continued engagement with community partners
- Updated analysis and development of a business plan
- Creation of a multi-year strategic plan
- Business process improvement opportunities



Questions and Conversation

Carah Koch
Executive Director, Dakota Broadband Board
ckoch@Farmingtonmn.gov

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FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT BY AND BETWEEN

CITY OF _____ AS GRANTOR

AND

DAKOTA BROADBAND BOARD AS GRANTEE

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or "IRU") together with the attached exhibit (collectively the "Agreement" or the "IRU Agreement") is made by and between the City of _______, a Minnesota municipal corporation ("IRU Grantor" or "the City"), and Dakota Broadband Board, a Minnesota independent joint powers organization, acting by and through its Board of Directors ("IRU Grantee", or "the DBB"). The IRU Grantor and IRU Grantee may be referred to herein individually as a "Party" or collectively as the "Parties."

BACKGROUND

- A. The City has installed and maintained, or plans to install and maintain, certain Fibers and Fiber Facilities, and
- B. The City is a participant in and a member of the Dakota Broadband Board and to further the purpose and goals of the DBB, the City agrees to grant to the DBB the right to use, manage and maintain Fibers and Fiber Facilities within certain Fiber Optic Cable segments on the terms and conditions set forth below.
- C. The DBB desires to use, manage and maintain optic Fibers and Fiber Facilities from the City as described in this Agreement.

DEFINITIONS

The following terms are used in this IRU Agreement:

- A. "C-Net" means a commercial fiber optic network in Dakota County to provide wholesale access to local government owned broadband fiber to private sector service providers for the purpose of delivering various high speed broadband reliant services to businesses and residences in Dakota County.
- B. "County Right-of-Way" means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned and/or operated by Dakota County, devoted to County road or highway purposes.
- C. "City Right-of-Way" means the real property, including all fee simple, easements, access rights, rights of use and other interests owned and/or operated by the City, devoted to City road or highway purposes.
- D. "Effective Date" is the date upon which all Parties have executed this Agreement.
- E. "Fiber" means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- F. "Fiber Facilities" means a handhole, conduit, splice enclosures and related equipment, but excluding any electronic or optronic equipment at termination points located in City facilities.

- G. "Fiber Optic Cable" or "Cable" means a collection of fibers with a protective outer covering.
- H. "I-Net" means a high performance institutional network connecting local government facilities in Dakota County with the physical assets (conduit, fiber optic cable, handholes, cabinets, network equipment) owned by DBB members but maintained and managed by the DBB.
- I. "IRU Assets" means the City's IRU conduit, IRU Cable, IRU Fibers and Fiber Facilities that is subject to this Agreement as more specifically described in Exhibit A.
- J. "IRU Cable" means a Cable containing one or more Fibers, constructed and owned by the City in which the DBB has an IRU pursuant to the terms of this Agreement.
- K. "IRU Fibers" means the specific City owned Fiber described in Exhibit A, an IRU for which is granted to the DBB in the IRU Cable pursuant to the terms of this Agreement.
- L. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- M. "Optical Splice Point" means a point where the City's Cable is connected to another entity's Cable within a splice enclosure.
- N. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

ARTICLE I LICENSES

Section 1.1 The DBB desires to obtain an IRU in the City's IRU Assets further described in Exhibit A to this Agreement, which is incorporated into this IRU by reference. In consideration of the promises by the DBB in this Agreement, the City grants an IRU to the DBB in the IRU Assets identified in Exhibit A hereto, subject to any interests the City has previously granted to other cities or Dakota County, pursuant to IRUs or other contractual arrangements. The DBB shall be entitled to use the IRU Assets for any lawful purposes subject to (i) agreeing to be bound by all laws, regulations and any requirements of the City regarding access to City rights of way, and (ii) otherwise complying with the terms and conditions of this IRU.

Section 1.2 Subject to the terms and conditions of this IRU Agreement, City hereby grants to the DBB a license to access and use the IRU Assets during the term of this Agreement and any extension of this Agreement. The Parties acknowledge and agree that they may add additional IRU Assets owned by the City to become subject to this Agreement, and will agree upon an

amended Exhibit A that reflects the changes to the City IRU Assets to be subject to DBB use and management, which shall supersede all previous versions of Exhibit A. Such amended Exhibit A need not be formally approved by the DBB Board or the City Council of the City in order for the amendment to become effective.

Section 1.3 The IRU Assets are provided to the DBB "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the I-Net, the DBB shall be responsible for coordinating this work with the City and shall pay any and all costs and fees associated with connecting the IRU Fibers to other fibers not owned by the City for I-Net purposes.

If any new Fiber Facilities or any fiber splices are required to interconnect IRU Fibers to the C-Net, the DBB shall be responsible for coordinating this work with the City. The DBB and the city or cities that own the C-Net assets shall confer and agree upon which Party be responsible for the costs and fees associated with connecting the IRU Fibers to other fibers for C-Net purposes, or shall agree upon an allocation of the costs and fees between the Parties.

If the Parties cannot agree upon the responsibility for costs and fees related to C-Net connections, the issue shall be presented to the DBB Board and the DBB Board decision on cost responsibility shall be final.

Section 1.4 Notwithstanding anything contained to the contrary in this Agreement, the Parties acknowledge and agree that nothing contained in this Agreement shall operate to limit, interfere with, or otherwise adversely affect each Party's right to manage, control, construct, relocate, maintain, replace and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Exhibit A.

ARTICLE II EFFECTIVE DATE AND TERM

The DBB may use the granted IRU Assets commencing on the Effective Date. This Agreement has an initial term of 10 years, with two separate five-year renewals which shall be effective unless the DBB Board affirmatively decides not to renew and provides ninety (90) days' notice to the City prior to termination or unless terminated by agreement of the Parties in writing or by one of the events in Article XI, Section 11.2 of this Agreement, whichever occurs first.

ARTICLE III LICENSE FEES

The City will not impose, and the DBB shall not pay a fee for the use of the IRU Assets during the term of this Agreement on any renewal of this Agreement. The City will contribute to the cost of using, managing and maintaining the City's Fiber Assets through its DBB participant fees and other financial contributions as approved by the DBB Board.

ARTICLE IV MAINTENANCE AND REPAIR

The DBB shall be responsible for the maintaining, repairing and when necessary replacing the City's IRU Assets assigned to the DBB as described in Exhibit A within the I-Net network managed by the DBB. Responsibility for the cost of maintenance and repair of new City Fiber Facilities that are used within the C-Net will be as follows:

If the City has amended Exhibit A of its IRU Agreement with the DBB to include the new C-Net city fiber among the IRU Assets to be managed and maintained by the DBB, the cost of maintenance and repair of the new C-Net fiber is the responsibility of the DBB.

If the City has not amended Exhibit A of its IRU Agreement with the DBB to include the new C-Net city fiber among the IRU Assets to be managed and maintained by the DBB, the cost of maintenance and repair of the new C-Net fiber is the responsibility of the city until the new C-Net fiber is added to Exhibit A.

The response time to repair breaks or other failures causing an interruption in communications through City IRU Assets will be the response time standards set forth in the break/fix contract between the DBB, or its network administrator, and the selected break/fix repair contractor.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 The DBB's use of the IRU Assets shall comply with all applicable governmental codes, ordinances, laws, rules, regulations and/or restrictions.

Section 5.2 The City represents and warrants that it has the right to grant this IRU in its IRU Assets.

ARTICLE VI LIABILITY; INDEMNIFICATION

Section 6.1 Neither the City nor the DBB shall be liable to the other for any indirect, special, punitive or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors and/or agents.

Section 6.2 The DBB assumes, releases and agrees to indemnify, defend, protect and save City (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the DBB, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this IRU.

The City assumes, releases and agrees to indemnify, defend, protect and save DBB (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the City, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this IRU.

Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage and nothing herein shall be considered as a waiver of its statutory tort limits under Minn. Stat. Chap. 466.

Section 6.3 Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Fiber, Cable, or IRU Fibers; provided, however, that (i) the Parties to this Agreement shall not have any claim against the other Party for indirect, incidental, special, punitive or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the injured party to pursue any such action against such third party.

ARTICLE VII FORCE MAJEURE

The obligations of the parties hereto are subject to force majeure and neither party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefor; lack of transportation; acts of any governmental authority; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

ARTICLE VIII RELOCATION OF CABLE

Section 8.1 The City shall have the right to relocate the IRU Assets at any time upon written notice to the DBB (a "Relocation"). The City and/or Dakota County shall be responsible for all costs associated with a Relocation of the IRU Assets in County Right-of-Way that is required by alteration of the County Right-of-Way or by the request of a third party having authority to require the move. The City may seek and receive funding or reimbursement from a third party for a Relocation within County Right-of-Way.

The City shall be responsible for all costs associated with a Relocation of its IRU Assets in City Right-of-Way that is required by alteration of the City Right-of-Way or by the request of a third party having authority to require the move. The City may seek and receive funding or reimbursement from a third party for a Relocation by the City.

Section 8.2 Either Party shall give the other Party at least sixty (60) days prior notice of any Relocation, if possible. The City has the right to determine the extent of, the timing of, and the methods to use for such Relocation; provided that any such relocated IRU Assets shall be constructed and tested in accordance with industry standard specifications and requirements. In addition, the City shall use reasonable efforts to ensure Relocation does not result in an adverse change to the operations, performance or connection points with the DBB Fiber Optic Cable network

Section 8.3 The DBB has the right to review the Relocation plans at least fourteen (14) days prior to commencement of any Relocation. Either party may submit comments on the Relocation plans, which comments shall not delay commencement of the Relocation. Both parties shall have the right to have a representative present at the time a Relocation occurs.

ARTICLE IX CONFIDENTIALITY

The Parties agree and recognize that this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by any Party. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

ARTICLE X ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

Section 10.1 Should the City decide to abandon all or part of the IRU Fibers during the term of this Agreement, it may do so by providing sixty (60) days' notice informing the DBB in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If the City provides notice of intent to abandon, the DBB may notify the City prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If the DBB provides timely notice of such intent, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to the DBB, at no cost to either Party.

Section 10.2 This Agreement shall terminate upon the first to occur of the following:

- (a) Expiration of the term of this Agreement;
- (b) Upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder, or
- (a) Upon a termination as provided in Section 10.4.

Section 10.3 If this Agreement terminates under Article X, Section 10.2(a), neither Party shall have any liability to the other Party for the use of the IRU Fibers; If this Agreement terminates under Article X, Section 10.2(b), the non-defaulting party shall not have any liability to the defaulting party, and the defaulting party shall be liable for such damages to the non-defaulting party as the non-defaulting party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to effect such termination.

Section 10.4 With the prior consent of the DBB Board, the City may terminate this Agreement as to any IRU Assets owned by it with not less than two years prior written notice to the DBB. The DBB Board will consent to such termination unless the removal will render the Optical Fiber Network Backbone to be less than carrier class or violate any DBB contracts. The Parties recognize that the two-year notice period is necessary and appropriate to permit the DBB to make alternative provisions for the continuance of service. The DBB Board may waive the two-year notice if it determines, in its sole discretion, that early termination will not adversely impact the Network.

Section 10.5 Upon termination of this Agreement for any reason, the DBB shall cease to have any rights to the IRU Assets or other rights under this Agreement or any obligations under this Agreement except for obligations under this Article and any other obligations that arose prior to such termination.

Section 10.6 If the City ceases to be a member of the DBB prior to the expiration or termination of this Agreement, this IRU Agreement will continue to be in effect until expiration.

ARTICLE XI DEFAULT

Section 11.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt of such notice; provided, however, that where a default cannot be reasonably cured within the thirty (30) day period, if the defaulting party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

Section 11.2 Upon the failure by the defaulting party to timely cure any default after notice thereof from the non-defaulting party, the non-defaulting party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

ARTICLE XII NOTICES

Section 12.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to the City:	City of Attn: IT Department
	, MN 55
With a copy to:	City Attorney
	, MN 55
If to DBB:	Dakota Broadband Board Attn: Executive Director
	Farmington, MN 55
With a copy to:	Dakota Broadband Board Attorney
	, MN 55

Section 12.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

ARTICLE XIII LIMITATION ON PROPERTY INTEREST

This Agreement does not grant the DBB any property interest or estate in or lien upon the City's property, the City's Optical Fiber Network or any components thereof or any Intellectual Property, except for use of the IRU Assets during the term of this Agreement. All liens, claims and charges of the DBB shall not attach to any interest of the City or in any property owned by the City.

This Agreement does not grant the City any property interest or estate in or lien upon the DBB's property, its Optical Fiber Network or any components thereof or any Intellectual Property. All liens, claims and charges of the City shall not attach to any interest of the DBB or in any property owned by the DBB.

ARTICLE XIV GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

ARTICLE XV INDEPENDENT CONTRACTOR

The performance by the DBB and the City of all duties and obligations under this Agreement shall be as independent local government units and not as agents of the other Party, and no person employed or utilized by a party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree that this Agreement does not create a partnership between, or a joint venture of the DBB and the City.

ARTICLE XVI MISCELLANEOUS

Section 16.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this IRU Agreement.

Section 16.2 When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and "of' is used in the inclusive sense, in all cases where such meanings would be appropriate.

Section 16.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

Section 16.4 This IRU Agreement may be amended only by a written instrument executed by all Parties.

Section 16.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

Section 16.6 All actions, activities, consents, approvals and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

Section 16.7 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

Section 16.8 This IRU Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns.

ARTICLE XVII ENTIRE AGREEMENT

This Agreement and any Exhibits referenced and attached hereto or to be attached hereto constitutes the entire agreement between the Parties and supersede any and all prior negotiations, understandings and agreements, whether oral or written.

IRU GRANTOR:	IRU GRANTEE:
CITY OF	DAKOTA BROADBAND BOARD
By: Its: Mayor	By: Its: Board Chair
Date:	Date:
By:	<u> </u>
Its: Clerk	
	Approved as to Form
	Assistant County Attorney Date

KS18-477 City-DBB Fiber IRU Agreement Template v4 9-4-19

EXHIBIT A

Description of City IRU Assets Subject to the IRU





City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang - Accountant

Date: 01/30/2020

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of Dec 2019 CC payments.

Council review of weekly routine disbursements issued 01/28/2020.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 02/04/2020.

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:

Dec 2019 CC Payments	\$ 15,339.93
Disbursement checks, EFT issued on 01/28/2020	\$ 174,996.23
Disbursement checks, EFT issued on 02/04/2020	\$ 191,384.09

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Council Reports

December 2019 Credit Card Charges

Vendor Name	Amount	Department	Account Coding
HASTINGS TAVERN	414.94	Council & Mayor - Council	101-102-1021-6450
VERIZONWRLSS*RTCCR VB	70.02	Administration - Administration	101-105-1051-6321
HASTINGS ROTARY CLUB	640.00	Administration - Administration	101-105-1051-6433
NEPELRA	40.00	City Clerk - Communications	101-107-1061-6323
FACEBK MEZ5ZNNAC2	104.89	City Clerk - Communications	101-107-1061-6331
VERIZONWRLSS*RTCCR VB	35.01	City Clerk - City Clerk	101-107-1071-6321
VERIZONWRLSS*RTCCR VB	42.87	City Clerk - City Clerk	101-107-1071-6321
NEPELRA	609.00	City Clerk - City Clerk	101-107-1071-6323
VERIZONWRLSS*RTCCR VB	42.87	Maintenance - Maintenance	101-140-1401-6321
VERIZONWRLSS*RTCCR VB	42.87	Community Development - Planning	101-150-1501-6321
FOXIT SOFTWARE	163.95	I.T City Clerk	101-160-1071-6571
ORTRONICS INC		I.T I.T.	101-160-1601-6217
PDQCOM	900.00	I.T I.T.	101-160-1601-6310
VERIZONWRLSS*RTCCR VB	42.87	I.T I.T.	101-160-1601-6321
IMPARK00200149U		I.T I.T.	101-160-1601-6325
IMPARK00200149U		I.T I.T.	101-160-1601-6325
CDW GOVT #VWV0896		I.T I.T.	101-160-1601-6571
AMZN Mktp US*HO72C6E53		Police - Police operations	101-201-2010-6201
AMAZON.COM*6B1VM3FY3 AMZN		Police - Police operations	101-201-2010-6201
MINNESOTA CHIEFS OF POLIC		Police - Police operations	101-201-2010-6201
VERIZON WRLS M7812-01		Police - Police operations	101-201-2010-6217
EPOLICESUPPLY COM		Police - Police operations	101-201-2010-6218
BLAUER MANUFACTURING		Police - Police operations	101-201-2010-6218
VERIZONWRLSS*RTCCR VB		Police - Police operations	101-201-2010-6321
VERIZONWRLSS*RTCCR VB		Police - Police operations	101-201-2010-6321
USPS PO 2642300046	·	Police - Police operations Police - Police operations	101-201-2010-6321
POST BOARD SERVICE FEE		Police - Police operations	101-201-2010-6433
POST BOARD SERVICE FEE		Police - Police operations	101-201-2010-6433
		•	
STATE OF MN POST BOARD		Police - Police operations	101-201-2010-6433
STATE OF MN POST BOARD		Police - Police operations	101-201-2010-6433
SOUTH METRO SWAT 2019 FLUEGELS LAWN GARDEN & P		Police - Police operations	101-201-2010-6581 101-201-2219-6450
	_	Police - Canine	
RIO GRAN BOARDING DAY C		Police - Canine	101-201-2219-6450
RIO GRAN BOARDING DAY C		Police - Canine	101-201-2219-6450
DEPARTMENT OF LABOR AND I		Building & Inspections - Building & Inspections	101-230-2301-2015
DEPARTMENT OF LABOR AND I		Building & Inspections - Building & Inspections	101-230-2301-5221
AMZN MKTP US*037W08CW3 AM		Building & Inspections - Building & Inspections	101-230-2301-6201
VERIZONWRLSS*RTCCR VB		Building & Inspections - Building & Inspections	101-230-2301-6321
VERIZONWRLSS*RTCCR VB		Building & Inspections - Building & Inspections	101-230-2301-6321
INT'L CODE COUNCIL INC		Building & Inspections - Building & Inspections	101-230-2301-6323
U OF M CONTLEARNING		Building & Inspections - Building & Inspections	101-230-2301-6323
AUTOZONE #6331		Building & Inspections - Building & Inspections	101-230-2301-6354
EB 2020 AMBO CHAPTER		Building & Inspections - Building & Inspections	101-230-2301-6433
EB 10000 LAKES CHAPTE		Building & Inspections - Building & Inspections	101-230-2301-6433
EB MBPTA-MINNESOTA BU		Building & Inspections - Building & Inspections	101-230-2301-6433
VERIZONWRLSS*RTCCR VB		Public Works - Engineering	101-300-3100-6321
KWIK TRIP 2490002493		Streets - Streets	101-301-3200-6212
VERIZONWRLSS*RTCCR VB		Streets - Streets	101-301-3200-6321
Recycle Away LLC		Parks & Recreation Operations - Recycling	101-401-5001-6217
TENNIS SANITATION LLC		Parks & Recreation Operations - Recycling	101-401-5001-6311
DAKOTA CTY ENVIRON MGMT		Parks & Recreation Operations - Recycling	101-401-5001-6319
AMZN MKTP US*ZP5QY0EC3 AM		Parks & Recreation Operations - Operations	200-401-4440-6214
AMZN MKTP US*CJ14I1003 AM	84.78	Parks & Recreation Operations - Operations	200-401-4440-6214
VERIZONWRLSS*RTCCR VB		Parks & Recreation Operations - Operations	200-401-4440-6321
VERIZONWRLSS*RTCCR VB	74.93	Parks & Recreation Operations - Operations	200-401-4440-6321

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WAL-MART #1472	20.55	Parks & Recreation Operations -	200-401-4452-6217
KWIK TRIP 24900002493	32.02	Fire - Fire	213-210-2100-6212
KWIK TRIP 24900002493	26.94	Fire - Fire	213-210-2100-6212
WM SUPERCENTER #1472	241.18	Fire - Fire	213-210-2100-6217
FLUEGELS LAWN GARDEN & P	104.98	Fire - Fire	213-210-2100-6217
TRAILERPARTSSUPERSTORE	154.29	Fire - Fire	213-210-2100-6221
WM SUPERCENTER #1472	46.82	Fire - Fire	213-210-2100-6221
CARDINAL HEALTH NUC	104.89	Fire - Fire	213-210-2100-6221
VERIZONWRLSS*RTCCR VB	420.12	Fire - Fire	213-210-2100-6321
VERIZONWRLSS*RTCCR VB	278.10	Fire - Fire	213-210-2100-6321
USPS PO 2642300046	7.30	Fire - Fire	213-210-2100-6322
NATIONAL REGISTRY EMT	430.00	Ambulance - Ambulance	213-220-2200-6323
JONES & BARTLETT LEARNING	540.00	Ambulance - Ambulance	213-220-2200-6323
J2 EFAX SERVICES	84.95	Ambulance - Ambulance	213-220-2200-6433
AMZN Mktp US*OC76B6JO3	170.00	Police - Police reserves	221-201-2021-6450
AMZN Mktp US*8N4GY1433	106.12	Police - Police reserves	221-201-2021-6450
AMZN MKTP US*FW5BU4UV3 AM	115.90	Police - Police reserves	221-201-2021-6450
LASALLE COURT PARKING RAM	12.00	HEDRA - Industrial Park	407-180-1502-6325
AMZN Mktp US*DI7PN5OH3	49.00	Public Works - Water Utility	600-300-3300-6216
AMZN MKTP US*V97HL9J33 AM	95.02	Public Works - Water Utility	600-300-3300-6217
VERIZONWRLSS*RTCCR VB	175.05	Public Works - Water Utility	600-300-3300-6321
VERIZONWRLSS*RTCCR VB	35.01	Public Works - Water Utility	600-300-3300-6321
VERIZONWRLSS*RTCCR VB	74.93	Public Works - Water Utility	600-300-3300-6321
DEPT OF AGRICULTURE	61.35	Public Works - Water Utility	600-300-3300-6323
MINNESOTA STATE COLLEGES	100.00	Public Works - Water Utility	600-300-3300-6323
MN SOC ARB	665.00	Public Works - Water Utility	600-300-3300-6323
AMZN MKTP US*3E9RR8IB3 AM	29.99	Public Works - Wastewater Utility	601-300-3400-6353
MENARDS COTTAGE GROVE MN	119.00	Public Works - Wastewater Utility	601-300-3400-6353
Amazon.com*PO8IB1KK3	59.75	Parks & Recreation Operations - Civic Arena Operations	615-401-4103-6217
WAL-MART #1472	16.88	Parks & Recreation Operations - Civic Arena Operations	615-401-4103-6217
WAL-MART #1472	4.79	Parks & Recreation Operations - Civic Arena Operations	615-401-4103-6217

15,339.93

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REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 101 GENERAL

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

PAGE: 1

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VENDOR		ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
	LOCAL UNION 4						
		I-3 01-10PR	101-000-0000-2155	UNION DUES-LO	UNION DUES LOCAL 49	200755	94.46
		I-3 01-24pr	101-000-0000-2155	UNION DUES-LO	UNION DUES LOCAL 49	200755	93.60
1 -49425	MN NCPERS GRO	OUP LIFE C/					
		I-2 01-10PR	101-000-0000-2190	PERA LIFE INS	PERA LIFE CONTRIBUTIONS	200757	27.20
		I-2 01-24pr	101-000-0000-2190	PERA LIFE INS	PERA LIFE CONTRIBUTIONS	200757	27.20
1 -76650	TEAMSTERS 320) WELFARE T					
		I-7 01-10PR	101-000-0000-2192	DENTAL INSURA	DENTAL INSURANCE PREMIUMS	200767	342.00
		I-7 01-24pr	101-000-0000-2192	DENTAL INSURA	DENTAL INSURANCE PREMIUMS	200767	342.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	926.46
1 -000898	ST. JOHNS LUI	HERAN CHUR					
		I-JAN 20	101-107-1072-6361	RENTAL-BUILDI	PRIMARY & GENERAL ELECTIONS	200764	225.00
1 -001318	3 CALVARY CHRIS	STIAN CHIRC					
001010		I-JAN 20	101-107-1072-6361	RENTAL-BUILDI	PRIMARY AND GENERAL ELECT	200747	225.00
1 -001736	5 CROSSROADS CH	IURCH					
		I-JAN 2020	101-107-1072-6361	RENTAL-BUILDI	PRIMARY & GENERAL ELECT	200749	225.00
1 -17600	ELECTION SYST	TEMS & SOFT					
		I-1112444	101-107-1072-6217	OTHER GENERAL	BOXES FOR PRECINCTS FOR AB	200751	110.80
1 -59308	OUR SAVIOURS						
		I-JAN 20	101-107-1072-6361	RENTAL-BUILDI	PRIMARY & GENERAL ELECTIONS	200760	225.00
1 -72054	ST. PHILIPS I	UTHERAN CH					
		I-JAN 20	101-107-1072-6361	RENTAL-BUILDI	PRIMARY & GENERAL ELECTIONS	200765	225.00
				DEPARTMENT 1	07 CITY CLERK	TOTAL:	1,235.80
1 -001/2/	7 AMERICAN ACCO		101-120-1201-6319	OTHER PROFESS	COLLECTION FEE	200745	20.00
				DEPARTMENT 1	20 FINANCE	TOTAL:	20.00
1 -21193	TOTAL FILTRAT	CION SERVIC					
		I-PSV1996843	101-140-1403-6353	REPAIRS & MAI	HEPA FILTERS FOR PD	200768	265.47
1 -85335	VIKING AUTOMA	ATIC SPRINK					
		I-1025-F102901	101-140-1407-6353	REPAIRS & MAI	REPAIR OF LEAKING PIPE IN CS	N 200770	730.00
				DEDADAMA	40	mom 7. T	005 45
				DEPARTMENT 1	40 FACILITY MANAGEMENT	TOTAL:	995.47

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REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR NAME ITEM # G/L ACCOUNT NAME

PACKET: 06896 Regular Payments

FUND : 101 GENERAL DEPARTMENT: 160 I.T.

VIII-01 VENDOR SET: 1

DESCRIPTION

PAGE: 2

BANK: GEN

CHECK# AMOUNT

1 -001837 SITEIMPROV	/E, INC. I-2020	101-160-1601-6310	MAINTENANCE C SITEIMPROVE, INC.	200762	2,816.00
1 -12051 DAKOTA COU	UNTY FINANCIAL I-37305	101-160-1601-6308	DP/COMPUTER/I JAN 2020 LEASE HASTINGS EQUI	P 200750	250.00
			DEPARTMENT 160 I.T.	TOTAL:	3,066.00
1 -001672 SPIN CITY		101-301-3200-6217	OTHER GENERAL LAUNDER RAGS	200763	20.00
1 -001801 CONFLUENCE	DEVELOPMENT, I-189	101-301-3200-6310	MAINTENANCE C PARKING RAMP AGREEMENT	200748	418.94
1 -10366 FRONTIER A	AG & TURF/JOHN I-P49417	101-301-3200-6353	REPAIRS & MAI CENTER LINK	200753	196.82
			DEPARTMENT 301 PUBLIC WORKS STREETS	TOTAL:	635.76
			FUND 101 GENERAL	TOTAL:	6,879.49

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PACKET: 06896 Regular Payments

VIII-01 VENDOR SET: 1

PAGE: 3

FUND : 200 PARKS

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTIO	DN	CHECK#	AMOUNT
1 -1	MISCELLANEOU	S VENDOR		========				======
SYLVES	TER VANDER L	I-JAN 2020	200-401-4440-5464	RENTAL - TAXA	REFUND OF	PARK RENTAL	200766	150.00
SYLVES	TER VANDER L	I-JAN 2020	200-401-0000-2041	SALES TAX PAY	REFUND OF	PARK RENTAL-TAX	200766	10.69
1 -46262	LOCAL UNION	49						
		I-3 01-10PR	200-000-0000-2155	UNION DUES-LO	UNION DUES	S LOCAL 49	200755	87.50
		I-3 01-24pr	200-000-0000-2155	UNION DUES-LO	UNION DUES	S LOCAL 49	200755	87.50
				DEPARTMENT	NON-DE	EPARTMENTAL	TOTAL:	335.69
				FUND 20	00 PARKS		TOTAL:	335.69

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PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 213 FIRE & AMBULANCE

DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

VIII-01

BANK: GEN

PAGE: 4

VENDOR	NAME		G/L ACCOUNT NAME	DESCRIP	PTION		AMOUNT
1 -46262	LOCAL UNION	49					
		I-3 01-24pr	213-000-0000-2155	UNION DUES-LO UNION D	DUES LOCAL 49	200755	1.66
1 -49425	MN NCPERS GR	OUP LIFE C/					
		I-2 01-10PR	213-000-0000-2190	PERA LIFE INS PERA LI	IFE CONTRIBUTIONS	200757	8.00
		I-2 01-24pr	213-000-0000-2190	PERA LIFE INS PERA LI	IFE CONTRIBUTIONS	200757	8.00
				DEPARTMENT NON	N-DEPARTMENTAL	TOTAL:	17.66
1 -001745	NAPA AUTO PA	PTC					
1 001743	NAIA AUTO IA		213-210-2100-6221	EQUIPMENT PAR BOXED M	MINIATURES FOR SHOP USE	200758	11.60
1 -88085E	WALMART COMM	UNITY					
		I-JAN 2020	213-210-2100-6217	OTHER GENERAL STATION	N SUPPLIES	200771	250.36
				DEDIDENTENT 010 FID		moma r	261 26
				DEPARTMENT 210 FIR		TOTAL: 	261.96
1 -001869	McKESSON MED	ICAL-SURGIC					
		I-73717809	213-220-2200-6219	MEDICAL & FIR MEDICAL	L SUPPLIES	200756	309.03
1 -06366	BOUND TREE M	EDICAL LLC					
		I-83469628	213-220-2200-6219	MEDICAL & FIR MEDICAL	L SUPPLIES	200746	267.78
				DEPARTMENT 220 AMB	BULANCE	TOTAL:	576.81
				FUND 213 FIR	RE & AMBULANCE	TOTAL:	856.43

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PACKET: 06896 Regular Payments

VENDOR SET: 1

VIII-01 FUND : 350 SWIMMING POOL

BANK: GEN DEPARTMENT: 700 DEBT

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1 -001689	9 NORTHLANI	D SECURITIES, I				
		I-5953	350-700-7000-6620	FISCAL AGENT CONTINUING DISC. SERV. 2	019 200759	169.64
				DEPARTMENT 700 DEBT	TOTAL:	169.64

FUND 350 SWIMMING POOL TOTAL: 169.64

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PACKET: 06896 Regular Payments

FUND : 370 PARKS FACILITY BONDS 2001

VENDOR SET: 1

DEPARTMENT: 700 DEBT BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -001689 NORTHLAND SECURITIES, I

I-5953 370-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.64

DEPARTMENT 700 DEBT

FUND 370 PARKS FACILITY BONDS 2001TOTAL: 169.64

TOTAL:

VIII-01

1/23/2020 3:54 PM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 7

PACKET: 06896 Regular Payments

VENDOR SET: 1

: 526 2006 G.O. IMPROVEMENT BON

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 700 DEBT SERVICE

VENDOR NAME ITEM # G/L ACCOUNT NAME 1 -001689 NORTHLAND SECURITIES, I I-5953 526-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.65 DEPARTMENT 700 DEBT SERVICE TOTAL:

FUND 526 2006 G.O. IMPROVEMENT BONTOTAL: 169.65

DESCRIPTION

VIII-01

BANK: GEN

CHECK# AMOUNT

1/23/2020 3:54 PM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 8

VIII-01

BANK: GEN

FUND 527 2007 A GO BONDS TOTAL: 169.65

PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 527 2007 A GO BONDS

DEPARTMENT: 700 DEBT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
1 1 -001689	NORTHLAND	SECURITIES, I I-5953	527-700-7000-6620	FISCAL AGENT	CONTINUING DISC. SERV. 2019	200759	169.65
				DEPARTMENT 7	00 DEBT	TOTAL:	169.65

PACKET: 06896 Regular Payments

VENDOR SET: 1 : 528 2008A GO IMPROVEMENT BNDS

DEPARTMENT: 700 DEBT SERVICE BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 1 -001689 NORTHLAND SECURITIES, I I-5953 528-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.65 DEPARTMENT 700 DEBT SERVICE TOTAL:

FUND 528 2008A GO IMPROVEMENT BNDSTOTAL: 169.65

PACKET: 06896 Regular Payments

: 529 2009A GO IMPROVEMENT BOND

VIII-01 VENDOR SET: 1

DEPARTMENT: 700 DEBT SERVICE BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 1 -001689 NORTHLAND SECURITIES, I I-5953 529-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.65 DEPARTMENT 700 DEBT SERVICE TOTAL:

FUND 529 2009A GO IMPROVEMENT BONDTOTAL: 169.65

PACKET: 06896 Regular Payments

VENDOR SET: 1 : 570 2010 GO Improvement Bonds

DEPARTMENT: 700 DEBT BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -001689 NORTHLAND SECURITIES, I

I-5953 570-700-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.64

DEPARTMENT 700 DEBT TOTAL:

FUND 570 2010 GO Improvement BondsTOTAL: 169.64

PACKET: 06896 Regular Payments

CUND : 571 2011 GO IMPROVMENT BONDS

VENDOR SET: 1 VIII-01

DEPARTMENT: 700 DEBT BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -001689 NORTHLAND SECURITIES, I

I-5953 571-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.64

DEPARTMENT 700 DEBT TOTAL: 169.64

FUND 571 2011 GO IMPROVMENT BONDS TOTAL: 169.64

PACKET: 06896 Regular Payments

VIII-01 VENDOR SET: 1

FUND : 572 2012 GO IMPROVEMENT

DEPARTMENT: 700 DEBT

BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION		CHECK#	AMOUNT
 1 -001689	NORTHLAND	SECURITIES, I I-5953	572-700-7000-6620	FISCAL AGENT	CONTINUING DISC. S	======= ERV. 2019	200759	169.64
				DEPARTMENT 7	00 DEBT		TOTAL:	169.64

FUND 572 2012 GO IMPROVEMENT TOTAL: 169.64

PACKET: 06896 Regular Payments

FUND : 573 2013 GO IMPROVEMENT BONDS

VIII-01

DEPARTMENT: 700 DEBT BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -001689 NORTHLAND SECURITIES, I

I-5953 573-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.64

DEPARTMENT 700 DEBT TOTAL: 169.64

FUND 573 2013 GO IMPROVEMENT BONDSTOTAL: 169.64

PACKET: 06896 Regular Payments

VENDOR SET: 1

CUND : 574 14 IMPROVEMENT

DEPARTMENT: 700 DEBT BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -001689 NORTHLAND SECURITIES, I

I-5953 574-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.64

DEPARTMENT 700 DEBT TOTAL: 169.64

FUND 574 14 IMPROVEMENT TOTAL: 169.64

PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 575 2015 GENERAL OBLIGATION

DEPARTMENT: 700 DEBT BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -001689 NORTHLAND SECURITIES, I

1-5953 575-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.64

DEPARTMENT 700 DEBT

FUND 575 2015 GENERAL OBLIGATION TOTAL: 169.64

TOTAL:

PACKET: 06896 Regular Payments

: 576 2016 GENERAL OBLIGATION

VENDOR SET: 1

DEPARTMENT: 700 Debt Service BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 1 -001689 NORTHLAND SECURITIES, I I-5953 576-700-7000-6620 FISCAL AGENT CONTINUING DISC. SERV. 2019 200759 169.64 DEPARTMENT 700 Debt Service TOTAL:

FUND 576 2016 GENERAL OBLIGATION TOTAL: 169.64

VIII-01

PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 577 2017 G O DEBT

BANK: GEN DEPARTMENT: 700 DEBT

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
======================================	NORTHLAND	SECURITIES, I I-5953	577-700-7000-6620	FISCAL AGENT CONTINUING DISC. SERV. 20	19 200759	169.64
				DEPARTMENT 700 DEBT	TOTAL:	169.64

FUND 577 2017 G O DEBT TOTAL: 169.64

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 600 WATER

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

DESCRIPTION

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CHECK#

VIII-01

AMOUNT

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

1 -46262	LOCAL UNION 49						
	I-3	01-10PR	600-000-0000-2155	UNION DUES-LO UNI	ION DUES LOCAL 49	200755	55.98
	I-3	01-24pr	600-000-0000-2155	UNION DUES-LO UNI	ION DUES LOCAL 49	200755	55.75
1 -49425	MN NCPERS GROUP LI	IFE C/					
	I-2	01-10PR	600-000-0000-2190	PERA LIFE INS PER	RA LIFE CONTRIBUTIONS	200757	5.60
	I-2	01-24pr	600-000-0000-2190	PERA LIFE INS PER	RA LIFE CONTRIBUTIONS	200757	5.60
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	122.93
 1 -18113	ENERGY SALES, INC.						
	I-393	365	600-300-3300-6350	REPAIRS & MAI FLE	EX PIPE	200752	96.47
1 -20110	RIVER COUNTRY COOF						
	I-542	226	600-300-3300-6212	MOTOR FUEL & OII		200761	131.25
1 -84072	VALLEY SALES OF HA						
	I-540	009	600-300-3300-6353	REPAIRS & MAI BUM	MPERS	200769	67.62
				DEPARTMENT 300	PUBLIC WORKS	TOTAL:	295.34
				FUND 600	WATER	TOTAL:	418.27

PACKET: 06896 Regular Payments

VENDOR SET: 1

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FUND : 601 WASTEWATER

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: GEN

VENDOR	NAME	ITEM	#	G/L ACCOUNT NAME		DES	CRIPTION	CHECK#	AMOUNT
1 -46262	LOCAL UNION	49							
		I-3	01-10PR	601-000-0000-2155	UNION DUES-I	O UNI	ON DUES LOCAL 49	200755	39.41
		I-3	01-24pr	601-000-0000-2155	UNION DUES-I	O UNI	ON DUES LOCAL 49	200755	39.17
1 -49425	MN NCPERS GR	OUP L	IFE C/						
		I-2	01-10PR	601-000-0000-2190	PERA LIFE IN	IS PER	RA LIFE CONTRIBUTIONS	200757	4.40
		I-2	01-24pr	601-000-0000-2190	PERA LIFE IN	IS PER	A LIFE CONTRIBUTIONS	200757	4.40
					DEPARTMENT		NON-DEPARTMENTAL	TOTAL:	87.38
					FUND	601	WASTEWATER	TOTAL:	87.38

PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06896 Regular Payments

VENDOR SET: 1

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DESCRIPTION

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CHECK# AMOUNT

FUND : 603 STORM WATER UTILITY
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

=======	===========			=========				
1 -46262	LOCAL UNION 49							
	I-3	01-10PR	603-000-0000-2155	UNION DUES-I	O UNI	ON DUES LOCAL 49	200755	34.14
	I-3	01-24pr	603-000-0000-2155	UNION DUES-I	O UNI	ON DUES LOCAL 49	200755	33.81
1 -49425	MN NCPERS GROUP I	IFE C/						
	I-2	01-10PR	603-000-0000-2190	PERA LIFE IN	IS PER	A LIFE CONTRIBUTIONS	200757	2.40
	I-2	01-24pr	603-000-0000-2190	PERA LIFE IN	IS PER	A LIFE CONTRIBUTIONS	200757	2.40
				DEPARTMENT		NON-DEPARTMENTAL	TOTAL:	72.75
1 -001137	HAMLINE UNIVERSIT	·Y						
	I-20	020	603-300-3600-6311	EXPERT & CON	EXPERT & CONS CLEAN WATER MN & ADOPT-A-DRAIN 200754			
				DEPARTMENT	300	PUBLIC WORKS	TOTAL:	1,600.00
				FUND	603	STORM WATER UTILITY	TOTAL:	1,672.75

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PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 615 ARENA

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DE	SCRIPTION	CHECK#	AMOUNT
=======							
1 -49425	MN NCPERS G	ROUP LIFE C/					
		I-2 01-10PR	615-000-0000-2190	PERA LIFE INS PE	RA LIFE CONTRIBUTIONS	200757	8.00
		I-2 01-24pr	615-000-0000-2190	PERA LIFE INS PE	RA LIFE CONTRIBUTIONS	200757	8.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	16.00
				FUND 615	ARENA	TOTAL:	16.00

PACKET: 06896 Regular Payments

VENDOR SET: 1

FUND : 620 HYDRO ELECTRIC

VENDOR NAME ITEM # G/L ACCOUNT NAME

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: GEN

DESCRIPTION

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CHECK# AMOUNT

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						=========		
ON 49								
I-3	01-10PR	620-000-0000-2155	UNION DUES-	LO UNIO	ON DUES LOCA	L 49	200755	3.51
I-3	01-24pr	620-000-0000-2155	UNION DUES-	LO UNIO	ON DUES LOCA	L 49	200755	3.51
GROUP L	IFE C/							
I-2	01-10PR	620-000-0000-2190	PERA LIFE I	NS PERA	A LIFE CONTR	IBUTIONS	200757	0.40
I-2	01-24pr	620-000-0000-2190	PERA LIFE I	NS PERA	A LIFE CONTR	IBUTIONS	200757	0.40
			DEPARTMENT		NON-DEPARTM	ENTAL	TOTAL:	7.82
			FUND	620	HYDRO ELECT	RIC	TOTAL:	7.82
						REPORT GRAND	TOTAL:	12,648.83
	I-3 I-3 GROUP L	ON 49 I-3 01-10PR I-3 01-24pr GROUP LIFE C/ I-2 01-10PR I-2 01-24pr	I-3 01-10PR 620-000-0000-2155 I-3 01-24pr 620-000-0000-2155 GROUP LIFE C/ I-2 01-10PR 620-000-0000-2190	I-3 01-10PR 620-000-0000-2155 UNION DUES-: I-3 01-24pr 620-000-0000-2155 UNION DUES-: GROUP LIFE C/ I-2 01-10PR 620-000-0000-2190 PERA LIFE II I-2 01-24pr 620-000-0000-2190 PERA LIFE II DEPARTMENT	I-3 01-10PR 620-000-0000-2155 UNION DUES-LO	I-3 01-10PR 620-000-0000-2155 UNION DUES-LO UNION DUES LOCA I-3 01-24pr 620-000-0000-2155 UNION DUES-LO UNION DUES LOCA GROUP LIFE C/ I-2 01-10PR 620-000-0000-2190 PERA LIFE INS PERA LIFE CONTR I-2 01-24pr 620-000-0000-2190 PERA LIFE INS PERA LIFE CONTR DEPARTMENT NON-DEPARTM	I-3 01-10PR 620-000-0000-2155 UNION DUES-LO UNION DUES LOCAL 49 I-3 01-24pr 620-000-0000-2155 UNION DUES-LO UNION DUES LOCAL 49 GROUP LIFE C/ I-2 01-10PR 620-000-0000-2190 PERA LIFE INS PERA LIFE CONTRIBUTIONS I-2 01-24pr 620-000-0000-2190 PERA LIFE INS PERA LIFE CONTRIBUTIONS DEPARTMENT NON-DEPARTMENTAL FUND 620 HYDRO ELECTRIC	I-3 01-10PR 620-000-0000-2155 UNION DUES-LO UNION DUES LOCAL 49 200755 I-3 01-24pr 620-000-0000-2155 UNION DUES-LO UNION DUES LOCAL 49 200755 GROUP LIFE C/ I-2 01-10PR 620-000-0000-2190 PERA LIFE INS PERA LIFE CONTRIBUTIONS 200757 I-2 01-24pr 620-000-0000-2190 PERA LIFE INS PERA LIFE CONTRIBUTIONS 200757 DEPARTMENT NON-DEPARTMENTAL TOTAL:

DEPARTMENT: N/A NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET BANK: GEN **VIII-01**

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** G/L ACCOUNT TOTALS **

				=====L]	INE ITEM=====	=====GR(OUP BUDGET=====
				ANNUAL	BUDGET OVER		BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
2019-2020	101-120-1201-6319	OTHER PROFESSIONAL FEES	20.00	6,000	2,653.80		
	101-140-1407-6353	REPAIRS & MAINT-EQUIPMENT	730.00		7,387.65- Y		
	101-301-3200-6217	OTHER GENERAL SUPPLIES	20.00	1,500	120.36		
	101-301-3200-6310	MAINTENANCE CONTRACTS	418.94	21,000	4,184.49		
	350-700-7000-6620	FISCAL AGENT FEES	169.64	750	100.56		
	370-700-7000-6620	FISCAL AGENT FEES	169.64	750	385.41- Y		
	526-700-7000-6620	FISCAL AGENT FEES	169.65	0	169.65- Y		
	527-700-7000-6620	FISCAL AGENT FEES	169.65	750	580.35		
	528-700-7000-6620	FISCAL AGENT FEES	169.65	750	326.60- Y		
	529-700-7000-6620	FISCAL AGENT	169.65	750	468.68- Y		
	570-700-7000-6620	FISCAL AGENT	169.64	750	870.55- Y		
	571-700-7000-6620	FISCAL AGENT FEES	169.64	750	1,201.86- Y		
	572-700-7000-6620	FISCAL AGENT FEES	169.64	750	3,876.57- Y		
	573-700-7000-6620	FISCAL AGENT FEES	169.64	750	3,947.74- Y		
	574-700-7000-6620	FISCAL AGENT FEES	169.64	750	4,402.83- Y		
	575-700-7000-6620	FISCAL AGENT FEES	169.64	750	516.77- Y		
	576-700-7000-6620	FISCAL AGENT FEES	169.64	750	115.70- Y		
	577-700-7000-6620	FISCAL AGENT FEES	169.64	750	608.45- Y		
	600-300-3300-6212	MOTOR FUEL & OIL	131.25	20,000	8,678.19		
	** 2019-2020 YEAR	TOTALS **	3,695.19				
2020-2021	101-000-0000-2155	UNION DUES-LOCAL 49	188.06				
	101-000-0000-2190	PERA LIFE INSURANCE WITHHO	54.40				
	101-000-0000-2192	DENTAL INSURANCE WITHHOLDI	684.00				
	101-107-1072-6217	OTHER GENERAL SUPPLIES	110.80	0	157.89- Y		
	101-107-1072-6361	RENTAL-BUILDINGS	1,125.00	0	1,575.00- Y		
	101-140-1403-6353	REPAIRS & MAINT-EQUIPMENT	265.47	6,000	5,734.53		
	101-160-1601-6308	DP/COMPUTER/INTERNET FEES	250.00	3,000	2,750.00		
	101-160-1601-6310	MAINTENANCE CONTRACT	2,816.00	36,416	17,720.00		
	101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	196.82	55,000	50,347.37		
	200-000-0000-2155	UNION DUES-LOCAL 49	175.00				
	200-401-0000-2041	SALES TAX PAYABLE	10.69				
	200-401-4440-5464	RENTAL - TAXABL*NON-EXPENS	150.00	6,000-	5,854.99-		
	213-000-0000-2155	UNION DUES-LOCAL 49	1.66				
	213-000-0000-2190	PERA LIFE INSURANCE WITHHO	16.00				
	213-210-2100-6217	OTHER GENERAL SUPPLIES	250.36	7,500	7,249.64		
	213-210-2100-6221	EQUIPMENT PARTS	11.60	13,500	13,073.31		
	213-220-2200-6219	MEDICAL & FIRST AID	576.81	62,000	60,922.94		
	600-000-0000-2155	UNION DUES-LOCAL 49	111.73				
	600-000-0000-2190	PERA LIFE INS WITHHOLDING	11.20				
	600-300-3300-6350	REPAIRS & MAINT-BUILDING	96.47	2,000	1,903.53		
	600-300-3300-6353	REPAIRS & MAINT-EQUIPMENT	67.62	20,000	19,932.38		
	601-000-0000-2155	UNION DUES-LOCAL 49	78.58				
	601-000-0000-2190	PERA LIFE INS WITHHOLDING	8.80				

YEAR

REGULAR DEPARTMENT PAYMENT REGISTER

VIII-01 ** G/L ACCOUNT TOTALS **

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			=====L	INE ITEM=====	=====GRO	UP BUDGET=====
			ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
603-000-0000-2155	UNION DUES-LOCAL 49	67.95				
603-000-0000-2190	PERA LIFE INS WITHHOLDING	4.80				
603-300-3600-6311	EXPERT & CONSULTANT	1,600.00	30,000	28,400.00		
615-000-0000-2190	PERA LIFE INS WITHHOLDING	16.00				
620-000-0000-2155	UNION DUES-LOCAL 49	7.02				
620-000-0000-2190	PERA LIFE INS WITHHOLDING	0.80				
** 2020-2021 YEAR	TOTALS **	8,953.64				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	926.46
101-107	CITY CLERK	1,235.80
101-120	FINANCE	20.00
101-140	FACILITY MANAGEMENT	995.47
101-160	I.T.	3,066.00
101-301	PUBLIC WORKS STREETS	635.76
101 TOTAL	GENERAL	6,879.49
200	NON-DEPARTMENTAL	335.69
200 TOTAL	PARKS	335.69
213	NON-DEPARTMENTAL	17.66
213-210	FIRE	261.96
213-220	AMBULANCE	576.81
213 TOTAL	FIRE & AMBULANCE	856.43
350-700	DEBT	169.64
350 TOTAL	SWIMMING POOL	169.64

REGULAR DEPARTMENT PAYMENT REGISTER

** DEPARTMENT TOTALS **

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ACCT	NAME	AMOUNT
370-700	DEBT	169.64
370 TOTAL	PARKS FACILITY BONDS 2001	169.64
526-700	DEBT SERVICE	169.65
526 TOTAL	2006 G.O. IMPROVEMENT BON	169.65
527-700	DEBT	169.65
527 TOTAL	2007 A GO BONDS	169.65
528-700	DEBT SERVICE	169.65
528 TOTAL	2008A GO IMPROVEMENT BNDS	169.65
	DEBT SERVICE	169.65
529 TOTAL	2009A GO IMPROVEMENT BOND	169.65
	DEBT	169.64
570 TOTAL	2010 GO Improvement Bonds	169.64
571-700	DEBT	169.64
571 TOTAL	2011 GO IMPROVMENT BONDS	169.64
572-700	DEBT	169.64
572 TOTAL	2012 GO IMPROVEMENT	169.64
573-700	DEBT	169.64
573 TOTAL	2013 GO IMPROVEMENT BONDS	169.64

REGULAR DEPARTMENT PAYMENT REGISTER

VIII-01 ** DEPARTMENT TOTALS **

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ACCT	NAME	AMOUNT
574-700	DEBT	169.64
574 TOTAL	14 IMPROVEMENT	169.64
575-700	DEBT	169.64
575 TOTAL	2015 GENERAL OBLIGATION	169.64
576-700	Debt Service	169.64
576 TOTAL	2016 GENERAL OBLIGATION	169.64
577-700	DEBT	169.64
577 TOTAL	2017 G O DEBT	169.64
600	NON-DEPARTMENTAL	122.93
600-300	PUBLIC WORKS	295.34
600 TOTAL	WATER	418.27
601	NON-DEPARTMENTAL	87.38
601 TOTAL	WASTEWATER	87.38
603	NON-DEPARTMENTAL	72.75
603-300	PUBLIC WORKS	1,600.00
603 TOTAL	STORM WATER UTILITY	1,672.75
615	NON-DEPARTMENTAL	16.00
615 TOTAL	ARENA	16.00

REGULAR DEPARTMENT PAYMENT REGISTER

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** DEPARTMENT TOTALS **

ACCT NAME AMOUNT

7.82 620 NON-DEPARTMENTAL 620 TOTAL HYDRO ELECTRIC -----12,648.83

** TOTAL **

NO ERRORS

** END OF REPORT **

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION

PACKET: 06897 EFT Payments

VIII-01 VENDOR SET: 1 FUND : 101 GENERAL

PAGE: 1

AMOUNT

EFT #

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

	NAME	TIEM #	G/L ACCOUNT NAME				
		SUANCE COMPA					
		I-Feb 2020	101-000-0000-2191	SUPPLEMENTAL	FEB 2020 LIFE INS PREM	000000	1,137.62
		I-Feb 2020	101-000-0000-2191	SUPPLEMENTAL	FEB 2020 LIFE INS PREM	000000	159.72
L -44700	T. E. I. S						
11700	B.B.B.O.	I-8 01-10PR	101-000-0000-2153	UNION DUES-LE	UNION DUES L.E.L.S.	000000	589.00
		I-8 01-24pr			UNION DUES L.E.L.S.	000000	651.00
1 -46263	LOCAL 320	- 4 01 1000	101 000 0000 0150			00000	204 60
		I-4 01-10PR			UNION DUES LOCAL 320	000000	324.62
		I-4 01-24pr	101-000-0000-2150	LOCAL 320	UNION DUES LOCAL 320	000000	324.62
1 -82225	UNITED WAY	OF HASTINGS					
		I-37 01-10PR	101-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	169.00
		I-37 01-24pr	101-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	144.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,499.58
1 -001387	SUN LIFE AS:	SUANCE COMPA					
		I-Feb 2020	101-102-1021-6133	EMPLOYER PAID	FEB 2020 LIFE INS PREM	000000	44.21
				DEPARTMENT 1	02 COUNCIL & MAYOR	TOTAL:	44.21
		I-FEB 2020	101-105-1051-6134	EMPLOYER PAID	FEB 2020 LTD INSURANCE	000000	22.10
		I-Feb 2020	101-105-1051-6133	EMPLOYER PAID	FEB 2020 LIFE INS PREM	000000	6.55
				DEPARTMENT 1	05 ADMINISTRATION	TOTAL:	28.65
1 -000900	HOPE LUTHERA	AN CHURCH					
1 -000900	HOPE LUTHER	AN CHURCH I-JAN 20	101-107-1072-6361	RENTAL-BUILDI	PRIMARY & GENERAL ELECTIONS	000000	225.00
1 -000900	HOPE LUTHERA		101-107-1072-6361	RENTAL-BUILDI	PRIMARY & GENERAL ELECTIONS	000000	225.00
	HOPE LUTHERA	I-JAN 20 RROW & ASSOC					
		I-JAN 20			PRIMARY & GENERAL ELECTIONS LAW ENFORCEMENT TESTING	000000	225.00
1 -001050		I-JAN 20 RROW & ASSOC I-024946					
1 -001050	CAMPION, BAI	I-JAN 20 RROW & ASSOC I-024946		TESTING SERVI	LAW ENFORCEMENT TESTING		
1 -001050 1 -001345	CAMPION, BAI	I-JAN 20 RROW & ASSOC I-024946 INC. I-M46907	101-107-1052-6312	TESTING SERVI	LAW ENFORCEMENT TESTING	000000	1,275.00
1 -001050 1 -001345	CAMPION, BAI	I-JAN 20 RROW & ASSOC I-024946 INC.	101-107-1052-6312 101-107-1061-6311	TESTING SERVI	LAW ENFORCEMENT TESTING	000000	1,275.00
1 -001050 1 -001345	CAMPION, BAI	I-JAN 20 RROW & ASSOC I-024946 INC. I-M46907 SUANCE COMPA	101-107-1052-6312 101-107-1061-6311 101-107-1061-6134	TESTING SERVI EXPERT & CONS	LAW ENFORCEMENT TESTING NIXLE 360 - 2020	000000	1,275.00 7,725.00
1 -001050 1 -001345	CAMPION, BAI	I-JAN 20 RROW & ASSOC I-024946 INC. I-M46907 SUANCE COMPA I-FEB 2020	101-107-1052-6312 101-107-1061-6311 101-107-1061-6134 101-107-1071-6134	TESTING SERVI EXPERT & CONS EMPLOYER PAID EMPLOYER PAID	LAW ENFORCEMENT TESTING NIXLE 360 - 2020 FEB 2020 LTD INSURANCE	000000	1,275.00 7,725.00 10.35
L -001050 L -001345	CAMPION, BAI	I-JAN 20 RROW & ASSOC I-024946 INC. I-M46907 SUANCE COMPA I-FEB 2020 I-FEB 2020	101-107-1052-6312 101-107-1061-6311 101-107-1061-6134 101-107-1071-6134 101-107-1071-6133	TESTING SERVI EXPERT & CONS EMPLOYER PAID EMPLOYER PAID EMPLOYER PAID	LAW ENFORCEMENT TESTING NIXLE 360 - 2020 FEB 2020 LTD INSURANCE FEB 2020 LTD INSURANCE	000000 000000 000000 000000	1,275.00 7,725.00 10.35 44.28
l -001050 l -001345 l -001387	CAMPION, BAI EVERBRIDGE, SUN LIFE ASS	I-JAN 20 RROW & ASSOC I-024946 INC. I-M46907 SUANCE COMPA I-FEB 2020 I-FEB 2020 I-Feb 2020 I-Feb 2020	101-107-1052-6312 101-107-1061-6311 101-107-1061-6134 101-107-1071-6134 101-107-1071-6133	TESTING SERVI EXPERT & CONS EMPLOYER PAID EMPLOYER PAID EMPLOYER PAID	LAW ENFORCEMENT TESTING NIXLE 360 - 2020 FEB 2020 LTD INSURANCE FEB 2020 LTD INSURANCE FEB 2020 LTD INSURANCE	000000 000000 000000 000000	1,275.00 7,725.00 10.35 44.28 19.65
1 -001050 1 -001345 1 -001387	CAMPION, BAI	I-JAN 20 RROW & ASSOC I-024946 INC. I-M46907 SUANCE COMPA I-FEB 2020 I-FEB 2020 I-Feb 2020 I-Feb 2020	101-107-1052-6312 101-107-1061-6311 101-107-1061-6134 101-107-1071-6134 101-107-1071-6133 101-107-1061-6133	TESTING SERVI EXPERT & CONS EMPLOYER PAID EMPLOYER PAID EMPLOYER PAID	LAW ENFORCEMENT TESTING NIXLE 360 - 2020 FEB 2020 LTD INSURANCE FEB 2020 LTD INSURANCE FEB 2020 LTD INSURANCE	000000 000000 000000 000000	1,275.00 7,725.00 10.35 44.28 19.65

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06897 EFT Payments

VENDOR SET: 1

UND : 101 GENERAL

DEPARTMENT: 107 CITY CLERK BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # AMOUNT G/L ACCOUNT NAME DESCRIPTION EFT # 1 -82210 UNITED METHODIST CHURCH 225.00 I-JAN 2020 101-107-1072-6361 RENTAL-BUILDI PRIMARY & GENERAL ELECTIONS 000000 DEPARTMENT 107 CITY CLERK TOTAL: 1 -001387 SUN LIFE ASSUANCE COMPA I-FEB 2020 101-120-1201-6134 EMPLOYER PAID FEB 2020 LTD INSURANCE 000000 61.08 I-Feb 2020 101-120-1201-6133 EMPLOYER PAID FEB 2020 LIFE INS PREM 000000 32.75 DEPARTMENT 120 FINANCE TOTAL: 1 -001311 GILBERT MECHANICAL CONT T-188861 101-140-1404-6353 REPAIRS & MAI PROGRAMMING FOR EMS SOFTWARE 000000 981.18 1 -001387 SUN LIFE ASSUANCE COMPA 101-140-1401-6134 EMPLOYER PAID FEB 2020 LTD INSURANCE T-FEB 2020 000000 12.05 I-Feb 2020 101-140-1401-6133 EMPLOYER PAID FEB 2020 LIFE INS PREM 5.57 000000 1 -12098 DALCO 101-140-1401-6581 NON CAPITAL E IMOP CLEANING TOOL 000000 I-3550116 4,342.80 101-140-1404-6211 CLEANING SUPP CLEANING SUPPLIES 9.01 I-3550131 000000 I-3550131 101-140-1403-6211 CLEANING SUPP CLEANING SUPPLIES 000000 9.01 DEPARTMENT 140 FACILITY MANAGEMENT TOTAL: 5,359.62 1 -001387 SUN LIFE ASSUANCE COMPA I-FEB 2020 101-150-1501-6134 EMPLOYER PAID FEB 2020 LTD INSURANCE 17.84 000000 000000 101-150-1501-6133 EMPLOYER PAID FEB 2020 LIFE INS PREM I-Feb 2020 6.55 DEPARTMENT 150 COMMUNITY DEVELOPMENT TOTAL: 24.39 44.63 101-160-1601-6134 EMPLOYER PAID FEB 2020 LTD INSURANCE I-FEB 2020 000000 I-Feb 2020 101-160-1601-6133 EMPLOYER PAID FEB 2020 LIFE INS PREM 000000 19.65 1 -001923 GRANICUS, LLC 101-160-1061-6310 MAINTENANCE C WEBSITE MAINT. & REDESIGN 000000 I-122206 3,515.04 DEPARTMENT 160 I.T. TOTAL: 3.579.32 ______ 1 -001387 SUN LIFE ASSUANCE COMPA 101-201-2010-6134 EMPLOYER PAID FEB 2020 LTD INSURANCE I-FEB 2020 000000 529.56 I-Feb 2020 101-201-2010-6133 EMPLOYER PAID FEB 2020 LIFE INS PREM 000000 DEPARTMENT 201 POLICE TOTAL: 745.66

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PAGE: 2

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06897 EFT Payments

VENDOR SET: 1

FUND : 101 GENERAL

DEPARTMENT: 230 BUILDING & INSPECTIONS BANK: GEN

PAGE: 3

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
1 001207	7 CIN LIEE A	ASSUANCE COMPA co	ntinued			
1 -001367	/ SON TILE W			EMPLOYED DATE EED 2020 IED INGUIDANCE	000000	E0 CE
		I-FEB 2020		EMPLOYER PAID FEB 2020 LTD INSURANCE	000000	59.65 13.79
		I-FEB 2020		EMPLOYER PAID FEB 2020 LTD INSURANCE	000000	
		I-Feb 2020 I-Feb 2020	101-230-2301-6133	EMPLOYER PAID FEB 2020 LIFE INS PREM EMPLOYER PAID FEB 2020 LIFE INS PREM	000000	26.20 6.55
		1-rep 2020	101-230-2302-0133	EMPLOTER FAID FEB 2020 BITE INS FREM	00000	0.55
				DEPARTMENT 230 BUILDING & INSPECTIONS	TOTAL:	106.19
		I-FEB 2020		EMPLOYER PAID FEB 2020 LTD INSURANCE	000000	57.47
l		I-Feb 2020	101-300-3100-6133	EMPLOYER PAID FEB 2020 LIFE INS PREM	000000	20.31
				DEPARTMENT 300 PUBLIC WORKS	TOTAL:	77.78
1 -000135	5 R J SAYERS	DISTRIBUTING				
l		I-23658	101-301-3200-6353	REPAIRS & MAI HOSES	000000	196.05
1 -001387	7 SUN LIFE A	ASSUANCE COMPA	101 001 0000 6104		00000	60.60
		I-FEB 2020		EMPLOYER PAID FEB 2020 LTD INSURANCE	000000	60.63
		I-Feb 2020	101-301-3200-6133	EMPLOYER PAID FEB 2020 LIFE INS PREM	000000	31.11
1 -08115	CARGILL IN	ICORPORATED				
İ		I-2905185765	101-301-3200-6216	CHEMICALS & C CLEARLANE DE-ICER	000000	4,886.37
1 -12098	DALCO	I-3550131	101-301-3200-6211	CLEANING SUPP CLEANING SUPPLIES	000000	4.00
		1 3330131	101 301 3200 0211	Charling Soil Charling Soil Bills	00000	4.00
1 -29600	H & L MESA	ABI				
		I-05466	101-301-3200-6353	REPAIRS & MAI SUPPLIES	000000	1,130.20
		I-05467	101-301-3200-6353	REPAIRS & MAI SUPPLIES	000000	705.60
		I-05468	101-301-3200-6353	REPAIRS & MAI SUPPLIES	000000	1,354.00
1 -53310	NIEBUR TRA	ACTOR & EQUIPM				
		I-133997	101-301-3200-6353	REPAIRS & MAI FILTERS	000000	77.55
1 -53395	NINE EAGLE	S PROMOTIONS				
		I-29421	101-301-3200-6218	CLOTHING & BA EMBROIDERY - ONKEN	000000	30.00
İ				DEPARTMENT 301 PUBLIC WORKS STREETS	TOTAL:	8,475.51
1 -20130	FASTENAL C					
		I-MNT1196541	101-302-3201-6353	REPAIRS & MAI STUDS, COUPLINGS	000000	77.28
l				DEPARTMENT 302 PUBLIC WORKS STR. LIGH	IS TOTAL:	77.28

PACKET: 06897 EFT Payments

VENDOR SET: 1

FUND : 200 PARKS

BANK: GEN DEPARTMENT: N/A NON-DEPARTMENTAL

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
1 -001387	SUN LIFE ASS				FEB 2020 LIFE INS PREM		145.40
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	145.40
1 -001021	. INNOVATIVE C	FFICE SOLUT	200-401-4440-6201	OFFICE SUPPLI	OFFICE SUPPLIES	000000	93.53
1 -001387	SUN LIFE ASS	UANCE COMPA					
		I-FEB 2020	200-401-4440-6134	EMPLOYER PAID	FEB 2020 LTD INSURANCE	000000	118.12
		I-Feb 2020	200-401-4440-6133	EMPLOYER PAID	FEB 2020 LIFE INS PREM	000000	58.95
1 -12098	DALCO						
		I-3550131	200-401-4447-6217	OTHER GENERAL	CLEANING SUPPLIES	000000	7.35
				DEPARTMENT 4	01 PARKS & RECREATION	TOTAL:	277.95
				FUND 2	00 parks	TOTAL:	423.35

PACKET: 06897 EFT Payments

VENDOR SET: 1
FUND : 205 CABLE TV

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DEPARTMENT: 420 CABLE BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	CRIPTION	EFT #	AMOUNT
	SUN LIFE ASS							======
1 001307	JON HITE ASS	I-FEB 2020	205-420-4201-6134	EMPLOYER PAID	FEB	2020 LTD INSURANCE	000000	4.44
		I-Feb 2020	205-420-4201-6133	EMPLOYER PAID	FEB	2020 LIFE INS PREM	000000	1.97
				DEPARTMENT 42	20	CABLE	TOTAL:	6.41
				FUND 20	05	CABLE TV	TOTAL:	6.41

PACKET: 06897 EFT Payments

VENDOR SET: 1

FUND : 210 HERITAGE PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DI	ESCRIPTION	EFT #	AMOUNT
1 -001387	7 SUN LIFE AS:	SUANCE COMPA I-Feb 2020	210-000-0000-2191	SUPPLEMENTAL FF	EB 2020 LIFE INS PREM	000000	9.52
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	9.52
		I-FEB 2020 I-Feb 2020	210-170-1702-6134 210-170-1702-6133		EB 2020 LTD INSURANCE EB 2020 LIFE INS PREM	000000	4.13
				DEPARTMENT 170	HERITAGE PRESERVATION	TOTAL:	5.77
				FUND 210	HERITAGE PRESERVATION	TOTAL:	15.29

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR NAME ITEM # G/L ACCOUNT NAME

PACKET: 06897 EFT Payments

VENDOR SET: 1

FUND : 213 FIRE & AMBULANCE DEPARTMENT: N/A NON-DEPARTMENTAL **VIII-01**

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EFT # AMOUNT

BANK: GEN

DESCRIPTION

BUDGET TO USE:	CB-CURRENT	BUDGE
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	"	0, =			"	
1 -001387 SUN LIFE						
	I-Feb 2020	213-000-0000-2191	SUPPLEMENTAL	FEB 2020 LIFE INS PREM	000000	319.98
1 -001567 HASTINGS	PROFESSIONAL F					
	I-52 01-10PR	213-000-0000-2150	LOCAL 320	UNION DUES LOCAL 5113	000000	375.44
	I-52 01-24pr	213-000-0000-2150	LOCAL 320	UNION DUES LOCAL 5113	000000	375.44
1 -46263 LOCAL 320						
	I-4 01-10PR	213-000-0000-2150	LOCAL 320	UNION DUES LOCAL 320	000000	106.50
	I-4 01-24pr	213-000-0000-2150	LOCAL 320	UNION DUES LOCAL 320	000000	106.50
1 -82225 UNITED WA	Y OF HASTINGS					
	I-37 01-10PR	213-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	10.00
	I-37 01-24pr	213-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	10.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	1,303.86
1 -001387 SUN LIFE	ASSUANCE COMPA					
	I-FEB 2020	213-210-2100-6134	EMPLOYER PAIL	FEB 2020 LTD INSURANCE	000000	52.60
	I-Feb 2020	213-210-2100-6133	EMPLOYER PAIL	D FEB 2020 LIFE INS PREM	000000	23.25
			DEPARTMENT 2	210 FIRE	TOTAL:	75.85
	I-FEB 2020	213-220-2200-6134	EMPLOYER PAIL	FEB 2020 LTD INSURANCE	000000	204.81
	I-Feb 2020	213-220-2200-6133	EMPLOYER PAIL	O FEB 2020 LIFE INS PREM	000000	94.65
1 -08726 CENTURY C	OLLEGE					
	I-00716632	213-220-2200-6433	DUES, SUBSCRIE	P ANNUAL AHA TRAINING SITE FE	E 000000	150.00
	I-00716649	213-220-2200-6323	CONFERENCE &	6 ACLS & 6 PALS CARDS	000000	90.00
			DEPARTMENT 2	220 AMBULANCE	TOTAL:	539.46
			FUND 2	213 FIRE & AMBULANCE	TOTAL:	1,919.17

VIII-01

PACKET: 06897 EFT Payments

VENDOR SET: 1

FUND : 220 LEDUC HISTORIC ESTATE

DEPARTMENT: 450 LEDUC BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DE	ESCRIPTION	EFT #	AMOUNT
=======							
1 -001387	SUN LIFE ASS	SUANCE COMPA					
		I-FEB 2020	220-450-4160-6134	EMPLOYER PAID FE	EB 2020 LTD INSURANCE	000000	2.13
		I-Feb 2020	220-450-4160-6133	EMPLOYER PAID FE	EB 2020 LIFE INS PREM	000000	0.98
				DEPARTMENT 450	LEDUC	TOTAL:	3.11
				FUND 220	LEDUC HISTORIC ESTATE	TOTAL:	3.11

PACKET: 06897 EFT Payments

VENDOR SET: 1

: 407 HEDRA

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT 1 -001387 SUN LIFE ASSUANCE COMPA 000000 I-Feb 2020 407-000-0000-2191 SUPPLEMENTAL FEB 2020 LIFE INS PREM 9.47 DEPARTMENT NON-DEPARTMENTAL TOTAL: I-FEB 2020 407-180-6003-6134 EMPLOYER PAID FEB 2020 LTD INSURANCE
I-Feb 2020 407-180-6003-6133 EMPLOYER PAID FEB 2020 LIFE INS PREM 000000 32.88 000000 11.46 DEPARTMENT 180 ECONOMIC DEVELOPMENT TOTAL: 44.34 FUND 407 HEDRA TOTAL: 53.81

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PACKET: 06897 EFT Payments

VENDOR SET: 1

VIII-01

DEPARTMENT: 300 PUBLIC WORKS

FUND : 480 2020 IMPROVEMENTS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT

1 -04126 BARR ENGINEERING CO.

I-23190703.00-62 480-300-3627-6311 EXPERT & CONS 2020-1 PREP WORK 000000 4,081.50

PROJ: 87 -480-300 2020 IMPROVEMENTS CONSTRUCTION

DEPARTMENT 300 PUBLIC WORKS TOTAL: 4,081.50

FUND 480 2020 IMPROVEMENTS TOTAL: 4,081.50

BANK: GEN

3:51 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06897 EFT Payments

VENDOR SET: 1

FUND : 600 WATER

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

DESCRIPTION

PAGE: 11

EFT # AMOUNT

VIII-01

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

1 -001387 SUN LIFE A	ASSUANCE COMPA					
	I-Feb 2020	600-000-0000-2191	SUPPLEMENTAL	FEB 2020 LIFE INS PREM	000000	146.38
1 -82225 UNITED WAY	Y OF HASTINGS					
	I-37 01-10PR	600-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	4.00
	I-37 01-24pr	600-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	4.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	154.38
1 -001387 SUN LIFE A	ASSUANCE COMPA					
	I-FEB 2020	600-300-3300-6134	EMPLOYER PAIL	FEB 2020 LTD INSURANCE	000000	66.66
	I-Feb 2020	600-300-3300-6133	EMPLOYER PAIL) FEB 2020 LIFE INS PREM	000000	34.32
1 -12098 DALCO						
	I-3550131	600-300-3300-6211	CLEANING SUPE	CLEANING SUPPLIES	000000	4.00
1 -26730 GRAPHIC DE	ESIGN					
	I-QB32485	600-300-3300-6202	PRINTED FORMS	UTILITY BILLING	000000	74.67
			DEPARTMENT 3	300 PUBLIC WORKS	TOTAL:	179.65
			FUND 6	500 WATER	TOTAL:	334.03

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06897 EFT Payments

VENDOR SET: 1

VIII-01 FUND : 601 WASTEWATER

DESCRIPTION

PAGE: 12

EFT # AMOUNT

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

1 -001387	SUN LIFE ASS		601-000-0000-2191	SUPPLEMENTAL	FEB 2020 LIFE INS PREM	000000	108.53
1 -82225	UNITED WAY C	OF HASTINGS					
		I-37 01-10PR	601-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	4.00
		I-37 01-24pr	601-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	4.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	116.53
1 -001387	SUN LIFE ASS	SUANCE COMPA					
		I-FEB 2020	601-300-3400-6134	EMPLOYER PAID	FEB 2020 LTD INSURANCE	000000	50.40
		I-Feb 2020	601-300-3400-6133	EMPLOYER PAID	FEB 2020 LIFE INS PREM	000000	25.41
1 -06385	BOYER FORD T	RUCKS					
		I-72413H	601-300-3400-6353	REPAIRS & MAI	TUBING, ELBOWS	000000	22.02
1 -26730	GRAPHIC DESI	GN					
		I-QB32485	601-300-3400-6202	PRINTED FORMS	UTILITY BILLING	000000	74.67
1 -48768	MCES						
		I-0001104905	601-300-3400-6366	METRO WASTE C	WASTERWATER SERVICES -FEB	2020 000000	117,669.21
				DEPARTMENT 3	00 PUBLIC WORKS	TOTAL:	117,841.71
				FUND 6	01 WASTEWATER	TOTAL:	117,958.24

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06897 EFT Payments

VENDOR SET: 1

FUND : 603 STORM WATER UTILITY

DEPARTMENT: N/A NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET **VIII-01**

BANK: GEN

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
1 -001387	SUN LIFE ASS						
		I-Feb 2020	603-000-0000-2191	SUPPLEMENTAL	FEB 2020 LIFE INS PREM	000000	91.76
1 -82225	UNITED WAY C	F HASTINGS					
		I-37 01-10PR	603-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	3.00
		I-37 01-24pr	603-000-0000-2160	UNITED WAY	UNITED WAY CONTRIBUTIONS	000000	3.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	97.76
1 -001387	SUN LIFE ASS	UANCE COMPA					
		I-FEB 2020	603-300-3600-6134	EMPLOYER PAID	FEB 2020 LTD INSURANCE	000000	52.05
		I-Feb 2020	603-300-3600-6133	EMPLOYER PAID	FEB 2020 LIFE INS PREM	000000	23.12
1 -26730	GRAPHIC DESI	GN					
		I-QB32485	603-300-3600-6202	PRINTED FORMS	UTILITY BILLING	000000	74.66
				DEPARTMENT 3	00 PUBLIC WORKS	TOTAL:	149.83
				FUND 6	03 STORM WATER UTILITY	TOTAL:	247.59

PACKET: 06897 EFT Payments

VIII-01 VENDOR SET: 1 FUND : 615 ARENA

DEPARTMENT: 401 PARKS & RECREATION BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
1 -001387	SUN LIFE ASS	UANCE COMPA					
		I-FEB 2020	615-401-4103-6134	EMPLOYER PAID	FEB 2020 LTD INSURANCE	000000	28.41
		I-Feb 2020	615-401-4103-6133	EMPLOYER PAID	FEB 2020 LIFE INS PREM	000000	13.10
				DEPARTMENT 40	1 PARKS & RECREATION	TOTAL:	41.51
				FUND 61	5 ARENA	TOTAL:	41.51

PACKET: 06897 EFT Payments

VIII-01 VENDOR SET: 1 FUND : 620 HYDRO ELECTRIC

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DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	ם	ESCRIPTION	EFT #	AMOUNT
1 -001387	' SUN LIFE ASS	UANCE COMPA I-Feb 2020	620-000-0000-2191	SUPPLEMENTAL FI	EB 2020 LIFE INS PREM	000000	12.24
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	12.24
		I-FEB 2020 I-Feb 2020	620-300-3500-6134 620-300-3500-6133		EB 2020 LTD INSURANCE EB 2020 LIFE INS PREM	000000	6.68
				DEPARTMENT 300	PUBLIC WORKS	TOTAL:	9.96
				FUND 620	HYDRO ELECTRIC	TOTAL:	22.20
					REPORT GRAND	TOTAL: 1	60,023.75

REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 16

** G/L ACCOUNT TOTA	LS **
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				======LINE ITEM======		=====GROUP BUDGET=====	
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
2019-2020	101-107-1052-6312	TESTING SERVICES	1,275.00	16,200	1,222.10		
	101-107-1061-6322	POSTAGE	1,857.65	3,800	1,765.34- Y		
	101-107-1061-6331	ADVERTISING-PROMOTIONAL	1,419.00	7,500	785.65		
	101-140-1404-6353	REPAIRS & MAINT-EQUIPMENT	981.18	30,000	2,635.30		
	101-160-1061-6310	MAINTENANCE CONTRACT - COM	3,515.04	13,705	6,780.21		
	101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	77.55	50,000	6,494.98- Y		
	480-300-3627-6311	EXPERT & CONSULTANT	4,081.50	0	110,526.69- Y		
	601-300-3400-6353	REPAIRS & MAINT-EQUIPMENT	22.02	41,000	6,218.46- Y		
	** 2019-2020 YEAR	TOTALS **	13,228.94				
2020-2021	101-000-0000-2150	LOCAL 320	649.24				
	101-000-0000-2153	UNION DUES-LELS	1,240.00				
	101-000-0000-2160	UNITED WAY	313.00				
	101-000-0000-2191	SUPPLEMENTAL LIFE INS WITH	1,297.34				
	101-102-1021-6133	EMPLOYER PAID-LIFE INSURAN	44.21	639	594.79		
	101-105-1051-6133	EMPLOYER PAID-LIFE INSURAN	6.55	91	84.45		
	101-105-1051-6134	EMPLOYER PAID-DISABILITY (22.10	543	520.90		
	101-107-1061-6133	EMPLOYER PAID-LIFE INSURAN	4.59	0	4.59- Y		
	101-107-1061-6134	EMPLOYER PAID-DISABILITY (10.35	0	10.35- Y		
	101-107-1061-6311	EXPERT & CONSULTANT	7,725.00	7,880	155.00		
	101-107-1071-6133	EMPLOYER PAID-LIFE INSURAN	19.65	206	186.35		
	101-107-1071-6134	EMPLOYER PAID-DISABILITY (44.28	696	651.72		
	101-107-1072-6361	RENTAL-BUILDINGS	450.00	0	1,575.00- Y		
	101-120-1201-6133	EMPLOYER PAID-LIFE INSURAN	32.75	434	401.25		
	101-120-1201-6134	EMPLOYER PAID-DISABILITY (61.08	1,208	1,146.92		
	101-140-1401-6133	EMPLOYER PAID-LIFE INSURAN	5.57	78	72.43		
	101-140-1401-6134	EMPLOYER PAID-DISABILITY (12.05	217	204.95		
	101-140-1401-6581	NON CAPITAL EQUIPMENT	4,342.80	0	4,342.80- Y		
	101-140-1403-6211	CLEANING SUPPLIES	9.01	2,000	1,571.81		
	101-140-1404-6211	CLEANING SUPPLIES	9.01	2,000	1,571.81		
	101-150-1501-6133	EMPLOYER PAID-LIFE INSURAN	6.55	91	84.45		
	101-150-1501-6134	EMPLOYER PAID-DISABILITY (17.84	323	305.16		
	101-160-1601-6133	EMPLOYER PAID-LIFE INSURAN	19.65	274	254.35		
	101-160-1601-6134	EMPLOYER PAID DISABILITY (44.63	801	756.37		
	101-201-2010-6133	EMPLOYER PAID-LIFE INSURAN	216.10	3,015	2,798.90		
	101-201-2010-6134	EMPLOYER PAID-DISABILITY (529.56	9,677	9,147.44		
	101-230-2301-6133	EMPLOYER PAID-LIFE INSURAN	26.20	365	338.80		
	101-230-2301-6134	EMPLOYER PAID-DISABILITY (59.65	1,003	943.35		
	101-230-2302-6133	EMPLOYER PAID-LIFE INSURAN	6.55	91	84.45		
	101-230-2302-6134	EMPLOYER PAID-DISABILITY (13.79	250	236.21		
	101-300-3100-6133	EMPLOYER PAID-LIFE INSURAN	20.31	333	312.69		
	101-300-3100-6134	EMPLOYER PAID-DISABILITY (57.47	1,080	1,022.53		
	101-301-3200-6133	EMPLOYER PAID-LIFE INSURAN	31.11	420	388.89		
	101-301-3200-6134	EMPLOYER PAID-DISABILITY (60.63	1,119	1,058.37		
4							

YEAR

** G/L ACCOUNT TOTALS **

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			=======	LINE ITEM=====	= =====GR	OUP BUDGET=====
			ANNUAL	BUDGET OVE	R ANNUAL	BUDGET OVER
ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUD	G BUDGET	AVAILABLE BUDG
101-301-3200-6211	CLEANING SUPPLIES	4.00	950	759.70		
101-301-3200-6216	CHEMICALS & CHEMICAL PRODU	4,886.37	60,000	18,934.10		
101-301-3200-6218	CLOTHING & BADGES	30.00	3,000	2,953.91		
101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	3,385.85	55,000	50,347.37		
101-302-3201-6353	REPAIRS & MAINT-EQUIPMENT	77.28	20,000	19,922.72		
200-000-0000-2191	SUPPLEMENTAL LIFE INS W/H	145.40				
200-401-4440-6133	EMPLOYER PAID-LIFE INSURAN	58.95	776	717.05		
200-401-4440-6134	EMPLOYER PAID-DISABILITY (118.12	2,114	1,995.88		
200-401-4440-6201	OFFICE SUPPLIES	93.53	1,000	906.47		
200-401-4447-6217	OTHER GENERAL SUPPLIES	7.35	2,130	1,781.11		
205-420-4201-6133	EMPLOYER PAID-LIFE INSURAN	1.97	0	1.97-	Y	
205-420-4201-6134	EMPLOYER PAID-DISABILITY (4.44	0	4.44-	Y	
210-000-0000-2191	SUPPLEMENTAL LIFE INS W/H	9.52				
210-170-1702-6133	EMPLOYER PAID-LIFE INSURAN	1.64	23	21.36		
210-170-1702-6134	EMPLOYER PAID-DISABILITY (4.13	75	70.87		
213-000-0000-2150	LOCAL 320	963.88				
213-000-0000-2160	UNITED WAY	20.00				
213-000-0000-2191	SUPPLEMENTAL LIFE INS WITH	319.98				
213-210-2100-6133	EMPLOYER PAID-LIFE INSURAN	23.25	338	314.75		
213-210-2100-6134	EMPLOYER PAID-DISABILITY (52.60	1,047	994.40		
213-220-2200-6133	EMPLOYER PAID-LIFE INSURAN	94.65	1,398	1,303.35		
213-220-2200-6134	EMPLOYER PAID-DISABILITY (204.81	4,383	4,178.19		
213-220-2200-6323	CONFERENCE & SCHOOLS	90.00	11,750	11,660.00		
213-220-2200-6433	DUES, SUBSCRIPTIONS, MEMBERS	150.00	810	1,989.00-	Y	
220-450-4160-6133	EMPLOYER PAID-LIFE INSURAN	0.98	14	13.02		
220-450-4160-6134	EMPLOYER PAID-DISABILITY I	2.13	38	35.87		
407-000-0000-2191	SUPPLEMENTAL LIFE INS W/H	9.47				
407-180-6003-6133	EMPLOYER PAID-LIFE INSURAN	11.46	160	148.54		
407-180-6003-6134	EMPLOYER PAID-DISABILITY (32.88	583	550.12		
600-000-0000-2160	UNITED WAY	8.00				
600-000-0000-2191	SUPPLEMENTAL LIFE INS W/H	146.38				
600-300-3300-6133	EMPLOYER PAID-LIFE INSURAN	34.32	501	466.68		
600-300-3300-6134	EMPLOYER PAID-DISABILITY (66.66	1,372	1,305.34		
600-300-3300-6202	PRINTED FORMS & PAPER	74.67	3,000	2,925.33		
600-300-3300-6211	CLEANING SUPPLIES	4.00	750	559.70		
601-000-0000-2160	UNITED WAY	8.00				
601-000-0000-2191	SUPPLEMENTAL LIFE INS W/H	108.53				
601-300-3400-6133	EMPLOYER PAID-LIFE INSURAN	25.41	373	347.59		
601-300-3400-6134	EMPLOYER PAID-DISABILITY (50.40	1,021	970.60		
601-300-3400-6202	PRINTED FORMS & PAPER	74.67	3,000	2,925.33		
601-300-3400-6366	METRO WASTE CONTROL COMMIS	117,669.21	1,270,143	1,152,473.79		
603-000-0000-2160	UNITED WAY	6.00				
603-000-0000-2191	SUPPLEMENTAL LIFE INS W/H	91.76				
603-300-3600-6133	EMPLOYER PAID-LIFE INSURAN	23.12	331	307.88		
603-300-3600-6134	EMPLOYER PAID-DISABILITY I	52.05	957	904.95		

YEAR

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** G/L ACCOUNT TOTALS **

			=====LIN	E ITEM=====	=====GROU	P BUDGET=====
			ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
603-300-3600-6202	PRINTED FORMS & PAPER	74.66	3,000	2,925.34		
615-401-4103-6133	EMPLOYER PAID-LIFE INSURAN	13.10	228	214.90		
615-401-4103-6134	EMPLOYER PAID-DISABILITY (28.41	572	543.59		
620-000-0000-2191	SUPPLEMENTAL LIFE INS W/H	12.24				
620-300-3500-6133	EMPLOYER PAID-LIFE INSURAN	3.28	50	46.72		
620-300-3500-6134	EMPLOYER PAID-DISABILITY (6.68	146	139.32		

** 2020-2021 YEAR TOTALS ** 146,794.81

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	3,499.58
101-102	COUNCIL & MAYOR	44.21
101-105	ADMINISTRATION	28.65
101-107	CITY CLERK	12,805.52
101-120	FINANCE	93.83
101-140	FACILITY MANAGEMENT	5,359.62
101-150	COMMUNITY DEVELOPMENT	24.39
101-160	I.T.	3,579.32
101-201	POLICE	745.66
101-230	BUILDING & INSPECTIONS	106.19
101-300	PUBLIC WORKS	77.78
101-301	PUBLIC WORKS STREETS	8,475.51
101-302	PUBLIC WORKS STR. LIGHTS	77.28
101 TOTAL	GENERAL	34,917.54
200	NON-DEPARTMENTAL	145.40
200-401	PARKS & RECREATION	277.95
200 TOTAL	PARKS	423.35
205-420	CABLE	6.41
205 TOTAL	CABLE TV	6.41

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VIII-01 ** DEPARTMENT TOTALS **

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ACCT	NAME	AMOUNT
210	NON-DEPARTMENTAL	9.52
	HERITAGE PRESERVATION	5.77
210 TOTAL	HERITAGE PRESERVATION	15.29
213	NON-DEPARTMENTAL	1,303.86
213-210	FIRE	75.85
	AMBULANCE	539.46
213 TOTAL	FIRE & AMBULANCE	1,919.17
220-450	LEDUC	3.11
220 TOTAL	LEDUC HISTORIC ESTATE	3.11
407	NON-DEPARTMENTAL	9.47
407-180	ECONOMIC DEVELOPMENT	44.34
407 TOTAL	HEDRA	53.81
480-300	PUBLIC WORKS	4,081.50
480 TOTAL	2020 IMPROVEMENTS	4,081.50
600	NON-DEPARTMENTAL	154.38
600-300	PUBLIC WORKS	179.65
600 TOTAL	WATER	334.03
601	NON-DEPARTMENTAL	116.53
	PUBLIC WORKS	117,841.71
601 TOTAL	WASTEWATER	117,958.24
603	NON-DEPARTMENTAL	97.76
603-300	PUBLIC WORKS	149.83
603 TOTAL	STORM WATER UTILITY	247.59

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** DEPARTMENT TOTALS **

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ACCT	NAME	AMOUNT
615-401	PARKS & RECREATION	41.51
615 TOTAL	ARENA	41.51
620	NON-DEPARTMENTAL	12.24
620-300	PUBLIC WORKS	9.96
620 TOTAL	HYDRO ELECTRIC	22.20
	** TOTAL **	160,023.75

*** PROJECT TOTALS ***

PROJECT LINE ITEM AMOUNT

87 2020 IMPROVEMENTS 480-300 CONSTRUCTION 4,081.50

** PROJECT 87 TOTAL ** 4,081.50

NO ERRORS

** END OF REPORT **

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PACKET: 06898 Regular Payments

VIII-01 VENDOR SET: 1

FUND : 407 HEDRA

DEPARTMENT: 180 ECONOMIC DEVELOPMENT BANK: EDA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	CHECK#	AMOUNT
1 -001686	CAMPBELL KN	UTSON, P.A. I-3445-0000G3	407-180-6003-6304	LEGAL FEES	LEC	GAL SVC - TIF - SCHOOLHOUSE	001775	202.50
1 -21886	FLUEGEL LAW	FIRM, PA I-595839	407-180-6003-6304	LEGAL FEES	MAF	RATHON & RIVER CITY	001776	397.75
				DEPARTMENT	180	ECONOMIC DEVELOPMENT	TOTAL:	600.25
				FUND	407	HEDRA	TOTAL:	600.25
						REPORT GRAND	TOTAL:	600.25

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** G/L ACCOUNT TOTALS **

				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2019-2020	407-180-6003-6304	LEGAL FEES	600.25	1,000	16,290.01	L- Y			
	** 2019-2020 YEAR	TOTALS **	600.25						

** DEPARTMENT TOTALS **

ACCT NAME AMOUNT

407-180 ECONOMIC DEVELOPMENT 600.25

407 TOTAL HEDRA 600.25

** TOTAL ** 600.25

NO ERRORS

** END OF REPORT **

1/28/2020 3:06 PM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 1

PACKET: 06903 Regular Payments

VENDOR SET: 1

VIII-01

FUND : 600 WATER

DEPARTMENT: 300 PUBLIC WORKS BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DES	CRIPTION		CHECK#	AMOUNT
 1 -82219	US POSTMASTE	 R			=====				
		I-JAN 2020	600-300-3300-6322	POSTAGE	252	7 REGULAR 0.459		000000	1,159.89
		I-JAN 2020	600-300-3300-6322	POSTAGE	250	OUT OF TOWN @.	50	000000	125.00
				DEPARTMENT :	300	PUBLIC WORKS		TOTAL:	1,284.89
				FUND	600	WATER		TOTAL:	1,284.89
						RE	PORT GRAND	TOTAL:	1,284.89

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** G/L ACCOUNT TOTALS **

------EINE ITEM------

ANNUAL BUDGET OVER ANNUAL BUDGET OVER

YEAR ACCOUNT NAME AMOUNT BUDGET AVAILABLE BUDG BUDGET AVAILABLE BUDG

2020-2021 600-300-3300-6322 POSTAGE 1,284.89 18,900 17,426.81

** 2020-2021 YEAR TOTALS ** 1,284.89

** DEPARTMENT TOTALS **

ACCT NAME AMOUNT

600-300 PUBLIC WORKS 1,284.89

600 TOTAL WATER 1,284.89

** TOTAL ** 1,284.89

NO ERRORS

** END OF REPORT **

1/23/2020 4:15 PM REFUNDS DEPARTMENT PAYMENT REGISTER PAGE: 1

VENDOR SET: 1 City of Hastings

PACKET: 06895 US - Refund

VIII-01

FUND : 600 WATER

SODERGREN, LUKE

1 -1

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

I-000202001221408 600-300-3300-1353 15-530000-03

VENDOR NAME ITEM # G/L ACCOUNT DESCRIPTION CHECK# AMOUNT ______ 1 -1 BIRK, RANDALL I-000202001221403 600-300-3300-1353 02-149000-02 200772 90.00 1 -1 CONNELL, KAREN I-000202001221404 600-300-3300-1353 05-007000-00 1 -1 HERNLEM, DORAINE I-000202001221405 600-300-3300-1353 06-136000-00 200773 100.00 200774 29.99 1 -1 KASEL, GERALD I-000202001221406 600-300-3300-1353 13-444000-00 100.00 200775 1 -1 VROMAN, KIMBERLY I-000202001221407 600-300-3300-1353 13-763000-00 200777 3.57

FUND 600 WATER TOTAL: 438.51

DEPARTMENT 0000 NON-DEPARTMENTAL

REPORT GRA TOTAL: 438.51

200776

TOTAL:

114.95

438.51

		** (G/L ACCOUNT TOT	PALS **			VI	II-01
				=====L	INE ITEM======	======GR(DUP BUDGET=====	
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER		BUDGET OVER AVAILABLE BUDG	
2020	600-300-3300-1353	ACCOUNTS RECEIVABLE-METERE	438.51					
		** 2020 YEAR TOTALS	438.51					
		**]	DEPARTMENT TOTA	ALS **				
	ACCT	NAME			AMOU	INT		
	600	NON-DEPARTMEN	ΓAL		438.	51		
	600 TOT	PAL WATER			438.	51		

** TOTAL **

PAGE: 2

438.51

REFUNDS DEPARTMENT PAYMENT REGISTER

NO ERRORS

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** END OF REPORT **

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06904 Regular Payments

VENDOR SET: 1

FUND : 101 GENERAL

DEPARTMENT: 102 COUNCIL & MAYOR

BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1 -44646	LEAGUE OF MN					
		I-314569	101-102-1021-6323	CONFERENCE & TINA FOLCH-2020 ELECTED LEADE	R 000000	275.00
		I-315424	101-102-1021-6323	CONFERENCE & BALSANEK LEGISLATIVE CONFEREN	000000	109.00
				DEPARTMENT 102 COUNCIL & MAYOR	FOTAL:	384.00
1 -21886	FLUEGEL LAW	FIRM, PA				
		I-595840	101-130-1301-6304	LEGAL FEES 2019 VEHICLE OVERCHARGE CLAIM	000000	207.00
		I-JAN 2020	101-130-1301-6304	LEGAL FEES LEGAL FEES	000000	13,041.86
l				DEPARTMENT 130 LEGAL	FOTAL:	13,248.86
1 -000250	COMCAST					
Ì		I-1192020	101-160-1601-6308	DP/COMPUTER/I CABLE	000000	84.90
1 -001545	SHI INTERNAT	IONAL CORP				
		I-B11158360	101-160-1601-6310	MAINTENANCE C VM WARE MAINTENANCE	000000	2,696.00
				DEPARTMENT 160 I.T.	TOTAL:	2,780.90
 1 =001672	SPIN CITY LA	UNDROMAT. I				
			101-301-3200-6217	OTHER GENERAL LAUNDER RAGS	000000	20.00
1 -00355	ACE TRAILER	SALES				
		I-19957	101-301-3200-6353	REPAIRS & MAI PLUGS, GREASE CAP	000000	9.00
1 -45400	LITTLE FALLS	MACHINE IN				
		I-357233	101-301-3200-6353	REPAIRS & MAI LABOR, PARTS	000000	911.00
1 -49385	MN STREET SU					
		I-1222020	101-301-3200-6323	CONFERENCE & ANNUAL RENEWAL 2020-MARK/ERIC	000000	150.00
1 -88735	WERNER IMPLE					
		I-12312020 I-96748		OTHER GENERAL ZIP TIES FINANCE CHARGE REPAIRS & MAI COUPLING, TIP, FILTER	000000	1.00 261.77
		I-96889		REPAIRS & MAI TUBE, O-RINGS	000000	
				DEPARTMENT 301 PUBLIC WORKS STREETS	FOTAL:	2,238.77
 1 -49362	MN DEPT OF T	RANSPORTATI				
	-		101-302-3201-6353	REPAIRS & MAI SIGNAL MAINT-15TH ST. @ TH 61	000000	365.75
				DEPARTMENT 302 PUBLIC WORKS STR. LIGHTS	FOTAL:	365.75

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1/30/2020 9:03 AM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 2

PACKET: 06904 Regular Payments

VIII-01 VENDOR SET: 1

: 101 GENERAL

DEPARTMENT: 401 PARKS & RECREATION BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -34104 HASTINGS SCHOOL DISTRIC

I-2548 101-401-4143-6361 RENTAL-BUILDI JAN SR. CENTER/TILDEN COST SHA 000000 2,500.00

DEPARTMENT 401 PARKS & RECREATION TOTAL: ------

> FUND 101 GENERAL TOTAL: 21,518.28

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06904 Regular Payments

VIII_01

PAGE: 3

DEPARTMENT: 401 PARKS & RECREATION

VENDOR SET:	1		VIII-01
FUND :	200	PARKS	
DEPARTMENT:	401	PARKS & RECREATION	BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
1 -000191	O'REILLY AUT						
		I-1544-237021	200-401-4440-6354	REPAIRS & MAI	WIPER BLADES FOR DUMP TRUCK	000000	51.24
1 -000504	CENTRAL TURF	& IRRIGATI					
		I-50228080-00	200-401-4440-6323	CONFERENCE &	JESSE RECERTIFICATION	000000	110.00
1 -000706	TRI-STATE BO	BCAT, INC.					
		I-C70065	200-401-4440-6353	REPAIRS & MAI	TOOL CAT REPAIR	000000	1,324.81
		I-T92016	200-401-4440-6353	REPAIRS & MAI	LUG NUTS FOR TOOL CAT	000000	57.78
1 -001480	HOMETOWN ACE	HARDWARE					
		I-6822	200-401-4440-6450	MISCELLANEOUS	SHOP SUPPLIES	000000	44.42
		I-6832	200-401-4440-6356	UPKEEP OF GRO	HOOKS FOR CITY HALL TREE	000000	11.32
		I-6846	200-401-4440-6240	SMALL TOOLS &	ICE CLEATS FOR TIM & DAVE	000000	92.98
		I-6935	200-401-4440-6450	MISCELLANEOUS	MISC. BOLTS & NUTS	000000	29.08
1 -001672	SPIN CITY LA	UNDROMAT, L					
		I-081537	200-401-4440-6450	MISCELLANEOUS	SHOP RAGS WASHED	000000	20.00
1 -001712	NAPA AUTO PA	RTS					
		I-2845-462314	200-401-4440-6450	MISCELLANEOUS	SHOP GLUE	000000	11.99
		I-2845-463354	200-401-4440-6353	REPAIRS & MAI	WIPERS FOR TOOL CAT	000000	20.62
1 -001759	MIDDLETOWN C	REATIVE					
		I-000668	200-401-4440-6334	GENERAL NOTIC	PHOTOS OF PARK AMENITITES	000000	120.00
1 -32302	I-STATE TRUC	K CTR\INTER					
		I-R242109415:01	200-401-4440-6353	REPAIRS & MAI	TANKER REPAIR	000000	396.37
1 -49378	MN RECREATIO	N /PARK ASS					
		I-12020	200-401-4440-6433	DUES, SUBSCRIP	MEMBERSHIP RENEWAL-VARGAS	000000	300.00
		I-1272020	200-401-4440-6433	DUES, SUBSCRIP	MEMBERSHIP RENEWAL-JENKINS	000000	300.00
		I-2020	200-401-4440-6433	DUES, SUBSCRIP	MEMBERSHIP DUES-PAIGE	000000	300.00
1 -52135	NATL RECREAT	ION & PARKS					
		I-1272020	200-401-4440-6433	DUES, SUBSCRIP	ANNUAL MEMBERSHIP RENEWAL	000000	175.00
1 -74367	SOUTH EAST T	OWING OF HA					
		I-040336	200-401-4440-6353	REPAIRS & MAI	TOOL CAT PICK UP	000000	125.00
1 -76750	TERRYS HARD	WARE, INC.					
		I-293934	200-401-4440-6450	MISCELLANEOUS	CABLE TIE FOR SHOP	000000	38.27
		I-294234	200-401-4440-6240	SMALL TOOLS &	TRANSFER FOR PUMP	000000	30.48
		I-294240	200-401-4440-6353	REPAIRS & MAI	AIR PUMP HOSES FOR POLER TRUCK	000000	25.03
		I-294320	200-401-4440-6353	REPAIRS & MAI	CAP FOR TANKER	000000	2.99
				DEPARTMENT 4	01 PARKS & RECREATION T	OTAL:	3,587.38

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06904 Regular Payments

VENDOR SET: 1

VIII-01

DESCRIPTION

PAGE: 4

CHECK# AMOUNT

FUND : 213 FIRE & AMBULANCE BANK: GEN

DEPARTMENT: 210 FIRE

VENDOR NAME ITEM # G/L ACCOUNT NAME

2112011 111212	11211	0/2 110000111 111112	220011111011	OHE OH!	11100111
	I-130688	213-210-2100-6221	EQUIPMENT PAR STREAMLIGHT BATTERY	000000	210.00
-000438 SIEWERTS GA	RAGE INC				
	I-2160121	213-210-2100-6354	REPAIRS & MAI RECOVERY OF FIRE ENG. #4	000000	325.00
-000901 SHRED-N-GO,	INC.				
	I-101394	213-210-2100-6450	MISCELLANEOUS SHREDDING	000000	54.73
-001745 NAPA AUTO PA	ARTS				
	I-2845-464480	213-210-2100-6221	EQUIPMENT PAR SHOP SUPPLIES	000000	13.98
-17949 EMERGENCY A	PPARATUS MAI				
	I-110068	213-210-2100-6354	REPAIRS & MAI REPAIR TO FIRE RESCUE TRK #1	000000	3,753.07
	I-110156	213-210-2100-6354	REPAIRS & MAI REPAIR TO FIRE ENGINE #2	000000	686.71
-28150 HASTINGS FO	RD-JEEP-EAGL				
	I-16113	213-210-2100-6221	EQUIPMENT PAR ANTI-FREEZE FOR VEHICLES	000000	39.84
-28400 CLIA LABORA	TORY PROGRAM				
	I-1282020	213-210-2100-6311	EXPERT & CONS CERTIFICATION FEE	000000	180.00
-49361 MN DEPT OF	PUBLIC SAFET				
	I-1222020	213-210-2100-6354	REPAIRS & MAI TAB RENEWAL-2004 CHEV TAHOE	000000	14.25
-76750 TERRYS HAR	DWARE, INC.				
	I-294556	213-210-2100-6217	OTHER GENERAL ROUND & C-CUP KEY RINGS	000000	19.11
			DEPARTMENT 210 FIRE	TOTAL:	5,296.69
-06366 BOUND TREE I	MEDICAL LLC				
	I-83481790	213-220-2200-6219	MEDICAL & FIR MEDICAL SUPPLIES	000000	441.30
-1 MISCELLANEO	US VENDOR				
MICHELLE PINKSTON	I-A18-1506/9956	213-220-2200-6460	REFUNDS-AMBUL MICHELLE PINKSTON: AMB REFUN	D 000000	50.00
FRANCIS TROST	I-A19-1328/8105	213-220-2200-6460	REFUNDS-AMBUL FRANCIS TROST: AMB REFUND	000000	1,458.00
KARI SEAMAN	I-A19-1824/5335	213-220-2200-6460	REFUNDS-AMBUL KARI SEAMAN: AMB REFUND	000000	542.40
-32302 I-STATE TRU	CK CTR\INTER				
	I-R242109540:01	213-220-2200-6354	REPAIRS & MAI REPAIR TO MEDIC #2	000000	3,437.85
			DEPARTMENT 220 AMBULANCE	TOTAL:	
			FUND 213 FIRE & AMBULANCE	TOTAL:	11,226.24
					11,220.21

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06904 Regular Payments

VIII-01 VENDOR SET: 1 FUND : 600 WATER

DESCRIPTION

PAGE: 5

CHECK# AMOUNT

DEPARTMENT: 300 PUBLIC WORKS BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

				=========	=======
1 -000515 HAWKINS INC	I-4640356	600-300-3300-6216	CHEMICALS & C AZONE, PUMP TUBE	000000	2,452.04
1 -001682 CORE & MAIN	LP				
	I-L825842	600-300-3300-6241	METERS FOR RE WASHERS	000000	70.63
1 20200 TOUNGHOUR O	uppt v				
1 -38300 JOHNSTONE S		600-300-3300-6350	REPAIRS & MAI FURNACE PARTS	000000	422.98
1 -75450 SUSA	I-1222020	600-300-3300-6323	CONFERENCE & MARK PEINE & ERIC KRAMER	000000	250.00
			DEPARTMENT 300 PUBLIC WORKS	TOTAL:	3,195.65
			FUND 600 WATER	TOTAL:	3,195.65
					-,0.00

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PACKET: 06904 Regular Payments

VENDOR SET: 1

FUND : 603 STORM WATER UTILITY

DEPARTMENT: 300 PUBLIC WORKS BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

1 -001276 HYDRO-VAC, INC.

I-13581 603-300-3600-6356 UPKEEP OF GRO HYDRO/VACUUM EXCAV. BID 000000 13,578.75

DEPARTMENT 300 PUBLIC WORKS TOTAL: 13,578.75

FUND 603 STORM WATER UTILITY TOTAL: 13,578.75

1/30/2020 9:03 AM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 7

PACKET: 06904 Regular Payments

VIII-01 VENDOR SET: 1 : 705 INSURANCE FUND

DESCRIPTION

DEPARTMENT: 600 MISCELLANEOUS BANK: GEN

G/L ACCOUNT NAME

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM #

1 -44648 LEAGUE MN CITIES INSURA I-1212020 705-600-6004-6340 INSURANCE WOR WORKERS' COMPENSATION COVERAGE 000000 96,046.00 DEPARTMENT 600 MISCELLANEOUS TOTAL: 96,046.00

FUND 705 INSURANCE FUND TOTAL: 96,046.00

REPORT GRAND TOTAL: 149,152.30

CHECK# AMOUNT

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**	G/L	ACCOUNT	TOTALS	*

					INE ITEM======		
				ANNUAL	BUDGET OVER		BUDGET OVE
AR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUI
019-2020	101-130-1301-6304	LEGAL FEES	207.00	156,000	5,725.75- Y		
	101-301-3200-6217	OTHER GENERAL SUPPLIES	1.00	1,500	119.36		
	200-401-4440-6353	REPAIRS & MAINT-EQUIPMENT	125.00	23,000	11,919.80- Y		
	213-220-2200-6460	REFUNDS-AMBULANCE	2,050.40	19,140	12,405.70		
	600-300-3300-6216	CHEMICALS & CHEMICAL PRODU	2,452.04	8,000	26,602.02- Y		
	603-300-3600-6356	UPKEEP OF GROUNDS	13,578.75	35,000	14,348.38		
	** 2019-2020 YEAR	TOTALS **	18,414.19				
20-2021	101-102-1021-6323	CONFERENCE & SCHOOLS	384.00	3,220	2,561.00		
	101-130-1301-6304	LEGAL FEES	13,041.86	151,941	138,899.14		
	101-160-1601-6308	DP/COMPUTER/INTERNET FEES	84.90	3,000	2,665.10		
	101-160-1601-6310	MAINTENANCE CONTRACT	2,696.00	36,416	14,124.00		
	101-301-3200-6217	OTHER GENERAL SUPPLIES	20.00	1,500	1,480.00		
	101-301-3200-6323	CONFERENCE & SCHOOLS	150.00	6,500	6,350.00		
	101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	2,067.77	55,000	47,703.28		
	101-302-3201-6353	REPAIRS & MAINT-EQUIPMENT	365.75	20,000	19,556.97		
	101-401-4143-6361	RENTAL-BUILDINGS	2,500.00	30,000	27,500.00		
	200-401-4440-6240	SMALL TOOLS & EQUIPMENT	123.46	4,500	4,376.54		
	200-401-4440-6323	CONFERENCE & SCHOOLS	110.00	6,700	6,590.00		
	200-401-4440-6334	GENERAL NOTICES & PUBLIC I	120.00	2,550	2,430.00		
	200-401-4440-6353	REPAIRS & MAINT-EQUIPMENT	1,827.60	23,000	21,049.64		
	200-401-4440-6354	REPAIRS & MAINT-VEHICLES	51.24	5,000	4,737.01		
	200-401-4440-6356	UPKEEP OF GROUNDS	11.32	40,000	39,796.33		
	200-401-4440-6433	DUES, SUBSCRIPTIONS, MEMBERS	1,075.00	3,885	1,305.60		
	200-401-4440-6450	MISCELLANEOUS	143.76	1,500	1,356.24		
	213-210-2100-6217	OTHER GENERAL SUPPLIES	19.11	7,500	6,884.37		
	213-210-2100-6221	EQUIPMENT PARTS	263.82	13,500	11,463.48		
	213-210-2100-6311	EXPERT & CONSULTANT	180.00	76,325	70,971.77		
	213-210-2100-6354	REPAIRS & MAINT-VEHICLES	4,779.03	53,700	46,606.05		
	213-210-2100-6450	MISCELLANEOUS	54.73	250	195.27		
	213-220-2200-6219	MEDICAL & FIRST AID	441.30	62,000	60,481.64		
	213-220-2200-6354	REPAIRS & MAINT-VEHICLES	3,437.85	10,000	6,562.15		
	600-300-3300-6241	METERS FOR RESALE	70.63	7,500	7,429.37		
	600-300-3300-6323	CONFERENCE & SCHOOLS	250.00	3,500	2,423.65		
	600-300-3300-6350	REPAIRS & MAINT-BUILDING	422.98	2,000	1,480.55		
		INSURANCE WORKERS COMP		0	96,046.00- Y		
	** 2020-2021 YEAR	TOTALS **	130,738.11				

REGULAR DEPARTMENT PAYMENT REGISTER

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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-102	COUNCIL & MAYOR	384.00
101-130	LEGAL	13,248.86
101-160	I.T.	2,780.90
101-301	PUBLIC WORKS STREETS	2,238.77
101-302	PUBLIC WORKS STR. LIGHTS	365.75
101-401	PARKS & RECREATION	2,500.00
	GENERAL	21,518.28
200-401	PARKS & RECREATION	3,587.38
200 TOTAL	PARKS	3,587.38
213-210	FIRE	5,296.69
	AMBULANCE	5,929.55
213 TOTAL	FIRE & AMBULANCE	11,226.24
600-300	PUBLIC WORKS	3,195.65
600 TOTAL	WATER	3,195.65
	PUBLIC WORKS	13,578.75
	STORM WATER UTILITY	13,578.75
705-600	MISCELLANEOUS	96,046.00
705 TOTAL	INSURANCE FUND	96,046.00
	** TOTAL **	149,152.30

NO ERRORS

** END OF REPORT **

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06905 EFT Payments VENDOR SET: 1

FUND : 101 GENERAL

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
1 -12712	DELTA DENTAL	OF MINNESO I-2626025	101-000-0000-2192	DENTAL INSURA	FEB-20 DENTAL INSURANCE	000000	2,491.90
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,491.90
1 -001382	CENTURY LINK		101-102-1021-6321	TET EDUANE	MONITUI V CUADCES	000000	6.28
		1-2020 FEB	101-102-1021-6321	ILLEPHONE	MONITEL CHARGES	000000	0.20
1 -001412	BALSANEK, JOS	SEPH					
		I-1282020	101-102-1021-6324		MILEAGE	000000	6.33
		I-1282020	101-102-1021-6323	CONFERENCE &	MEALS/CONF. FEES	000000	25.00
				DEPARTMENT 1	02 COUNCIL & MAYOR	TOTAL:	37.61
1 -001382	CENTURY LINK						
		I-2020 FEB	101-105-1051-6321	TELEPHONE	MONTHLY CHARGES	000000	148.91
				DEPARTMENT 1	05 ADMINISTRATION	TOTAL:	148.91
1 -000609	RATWIK, ROSZ	AK & MAIONE					
1 000000			101-107-1052-6304	LEGAL FEES	PROFESSIONAL SERVICES	000000	330.00
		I-65796	101-107-1052-6304	LEGAL FEES	PROFESSIONAL SERVICES	000000	625.00
1 -001021	INNOVATIVE O	FFICE SOLUT					
		I-IN2835858	101-107-1072-6217	OTHER GENERAL	ADDRESS LABELS-ELECTIONS	000000	23.55
		I-IN2836349	101-107-1072-6217	OTHER GENERAL	ELECTION SUPPLIES	000000	110.68
		I-IN2836537	101-107-1072-6217	OTHER GENERAL	LETTER OPENERS	000000	5.04
		I-IN2836551	101-107-1072-6217	OTHER GENERAL	1 RM WHITE COPY PAPER-ELEC	FION 000000	64.90
1 -001382	CENTURY LINK						
		I-2020 FEB	101-107-1071-6321	TELEPHONE	MONTHLY CHARGES	000000	6.28
				DEPARTMENT 1	07 CITY CLERK	TOTAL:	1,165.45
		I-2020 FEB	101-120-1201-6321	TELEPHONE	MONTHLY CHARGES	000000	56.54
1 -001684	MELANIE LAMM	ERS					
			101-120-1201-6323	CONFERENCE &	FLIGHT TO ANNUAL CONFERENCE	000000	363.60
1 -001766	ASHLEY PARKE	R					
		I-JAN 2020	101-120-1201-6324	MILEAGE	MILEAGE	000000	17.42
			101-120-1201-6323			000000	15.00
				DEPARTMENT 1	20 ETNANCE	TOTAL:	452.56

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REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06905 EFT Payments

VENDOR SET: 1

FUND : 101 GENERAL

DEPARTMENT: 140 FACILITY MANAGEMENT BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME		G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
======= 1 -001382	CENTURY LINK	ζ.		TELEPHONE MONTHLY CHARGES		104.94
				DEPARTMENT 140 FACILITY MANAGEMENT	TOTAL:	104.94
		I-2020 FEB	101-150-1501-6321	TELEPHONE MONTHLY CHARGES	000000	12.56
				DEPARTMENT 150 COMMUNITY DEVELOPMENT	TOTAL:	12.56
		I-2020 FEB	101-160-1601-6321	TELEPHONE MONTHLY CHARGES	000000	18.85
1 -001717	7 ACTIVE NETWO		101-160-4440-6310	MAINTENANCE C MAX GALAXY MAINTENANCE	000000	10,710.00
1 -13600	DLT SOLUTION		101-160-3100-6310	MAINTENANCE C AUTOCAD MAINTENANCE	000000	5,267.50
				DEPARTMENT 160 I.T.	TOTAL:	15,996.35
1 -001021	INNOVATIVE C	OFFICE SOLUT				
				OFFICE SUPPLI ADDRESS LABELS-GENERAL		23.55
		I-IN2836551	101-201-2010-6201	OFFICE SUPPLI CITY WH COPY PAPER 6/CTS	000000	389.40
1 -001382	CENTURY LINK		101-201-2010-6321	TELEPHONE MONTHLY CHARGES	000000	165.55
				DEPARTMENT 201 POLICE	TOTAL:	578.50
		I-2020 FEB I-2020 FEB		TELEPHONE MONTHLY CHARGES TELEPHONE MONTHLY CHARGES	000000	31.41 6.28
1 -001435	5 CRAIG SCHULT		101-230-2301-6324	MILEAGE MILEAGE	000000	49.45
				DEPARTMENT 230 BUILDING & INSPECTIONS		
1 -001382	CENTURY LINK	3		TELEPHONE MONTHLY CHARGES		31.41
				DEPARTMENT 300 PUBLIC WORKS		31.41
1 -000704	ROAD EQUIPME			REPAIRS & MAI ELEMENT		11.09

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REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR NAME ITEM # G/L ACCOUNT NAME

PACKET: 06905 EFT Payments

VENDOR SET: 1

FUND : 101 GENERAL

DEPARTMENT: 301 PUBLIC WORKS STREETS BANK: GEN

DESCRIPTION

FUND 101 GENERAL

PAGE: 3

EFT # AMOUNT

TOTAL: 21,953.26

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					=======
1 -001037 PREC	CISE MOBILE RESOURCE				
	I-200-1024248	101-301-3200-6310	MAINTENANCE C DATA PLAN	000000	203.88
1 -001039 TITA	AN MACHINERY. INC.				
	I-13484806	101-301-3200-6353	REPAIRS & MAI ROLLERS	000000	224.06
1 -001382 CENT	TURY LINK				
	I-2020 FEB	101-301-3200-6321	TELEPHONE MONTHLY CHARGES	000000	126.29
1 -97310 ZIEG	,				
			REPAIRS & MAI FITTINGS CREDIT		198.00-
	I-PC100178341	101-301-3200-6353	REPAIRS & MAI ALPHA WING POLYEDGES	000000	341.17
			DEPARTMENT 301 PUBLIC WORKS STREETS	TOTAL:	708.49
1 -001382 CENT	UIDV I TNV				
1 -001362 CEN1		101-302-3202-6450	MISCELLANEOUS MONTHLY CHARGES	000000	137 44
	1 135 2020	101 302 3202 0130	INTOCHEMINECOO NONTHEE CHARGED	00000	107.11
			DEPARTMENT 302 PUBLIC WORKS STR. LIGHT	S TOTAL:	137.44
				· 	

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR NAME ITEM # G/L ACCOUNT NAME

PACKET: 06905 EFT Payments

VENDOR SET: 1

FUND : 200 PARKS

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: GEN

DESCRIPTION

PAGE: 4

EFT # AMOUNT

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1 -001247	MANSFIELD OII	L COMPANY					
		I-21620404	200-401-0000-1501	FUEL INVENTOR	150 GALLONS DIESEL	000000	394.50
		I-21620405	200-401-0000-1501	FUEL INVENTOR	1686 GALLONS GAS	000000	3,988.29
1 -12712	DELTA DENTAL	OF MINNESO					
		I-2626025	200-000-0000-2192	DENTAL INSURA	FEB-20 DENTAL INSURANCE	000000	451.90
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	4,834.69
1 001001		EDICE COLUM					
1 -001021	INNOVATIVE OF		200-401-4440-6201	OFFICE SUBBIT	OFFICE CUIDDLIFC	000000	76.15
		1-102019103	200-401-4440-0201	OFFICE SOFFEE	OFFICE SUFFBLES	000000	70.13
1 -001382	CENTURY LINK						
1 001002		I-2020 FEB	200-401-4440-6321	TELEPHONE	MONTHLY CHARGES	000000	207.67
		1 2020 122	200 101 1110 0021	12221110112			201.07
1 -12098	DALCO						
		I-3550828	200-401-4440-6356	UPKEEP OF GRO	CLEANING SUPPLIES	000000	192.35
1 -53310	NIEBUR TRACTO	OR & EQUIPM					
		I-01-135475	200-401-4440-6353	REPAIRS & MAI	PINS FOR KUBOTA TRACTOR	000000	122.76
1 -53395	NINE EAGLES I	PROMOTIONS					
		I-29467	200-401-4440-6218	CLOTHING & BA	PAIGE'S CLOTHING	000000	68.38
				DEPARTMENT 4	01 PARKS & RECREATION	TOTAL:	667.31
				EIIND	00 DADEC	TOTAL.	E E02 00
				FUND 2	00 PARKS	TOTAL:	5,502.00

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PACKET: 06905 EFT Payments

VENDOR SET: 1

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FUND 201 AQUATIC CENTER TOTAL: 136.35

FUND : 201 AQUATIC CENTER

DEPARTMENT: 401 PARKS & RECREATION BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT

1 -001382 CENTURY LINK

1-2020 FEB 201-401-4240-6321 TELEPHONE MONTHLY CHARGES 000000 136.35

DEPARTMENT 401 PARKS & RECREATION TOTAL: 136.35

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PACKET: 06905 EFT Payments

VENDOR SET: 1

: 210 HERITAGE PRESERVATION

DEPARTMENT: 170 HERITAGE PRESERVATION BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME EFT # AMOUNT DESCRIPTION 1 -001382 CENTURY LINK 000000 6.28 I-2020 FEB 210-170-1704-6321 TELEPHONE MONTHLY CHARGES DEPARTMENT 170 HERITAGE PRESERVATION TOTAL:

FUND 210 HERITAGE PRESERVATION TOTAL: 6.28

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5 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06905 EFT Payments

VENDOR SET: 1

FUND : 213 FIRE & AMBULANCE

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DESCRIPTION

PAGE: 7

EFT # AMOUNT

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

1 -12712 DELTA DENT					
	I-2626025	213-000-0000-2192	DENTAL INSURA FEB-20 DENTAL INSURANCE	000000	590.00
			DEPARTMENT NON-DEPARTMENTAL	TOTAL:	590.00
-001277 ROSENBAUEF	R MINNESOTA, L				
	I-38109	213-210-2100-6221	EQUIPMENT PAR HEATED DRAIN VALVE-LADDER	TRK 000000	164.85
-001382 CENTURY LI	INK				
	I-2020 FEB	213-210-2100-6321	TELEPHONE MONTHLY CHARGES	000000	350.30
-001769 EMERGENCY	RESPONSE SOLU				
	I-14471	213-210-2100-6221	EQUIPMENT PAR INSTALL NEW EXTEND-AIRE PO	UCH 000000	314.34
	I-14476	213-210-2100-6221	EQUIPMENT PAR HOSE ASSY	000000	492.57
	I-14488	213-210-2100-6221	EQUIPMENT PAR O-RING	000000	68.25
			DEDUCATION OIL STATE	moma r	1 200 21
			DEPARTMENT 210 FIRE	TOTAL:	1,390.31
-62700 PRAXAIR DI	STRIBUTION-40				
	I-94242669	213-220-2200-6216	CHEMICALS & C OXYGEN	000000	125.76
	I-94345211	213-220-2200-6216	CHEMICALS & C OXYGEN	000000	142.04
			DEPARTMENT 220 AMBULANCE	TOTAL:	267.80
			DELANTHENI 220 AMBOLANCE		207.00
			FUND 213 FIRE & AMBULANCE	TOTAL:	2,248.11

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PACKET: 06905 EFT Payments

VENDOR SET: 1

FUND : 220 LEDUC HISTORIC ESTATE

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	Ι	DESCRIPTION	EFT #	AMOUNT
=======							
1 -12712	DELTA DENTAL	L OF MINNESO					
		I-2626025	220-000-0000-2192	DENTAL INSURA E	FEB-20 DENTAL INSURANCE	000000	12.82
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	12.82

FUND 220 LEDUC HISTORIC ESTATE TOTAL: 12.82

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PACKET: 06905 EFT Payments

VIII-01 VENDOR SET: 1

FUND : 407 HEDRA

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	D	ESCRIPTION	EFT #	AMOUNT
=======							
1 -12712	DELTA DENTAI	C OF MINNESO					
		I-2626025	407-000-0000-2192	DENTAL INSURA F	EB-20 DENTAL INSURANCE	000000	86.78
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	86.78

FUND 407 HEDRA

TOTAL: 86.78

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PACKET: 06905 EFT Payments

VENDOR SET: 1

FUND : 480 2020 IMPROVEMENTS

DEPARTMENT: 300 PUBLIC WORKS BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT

1 -001908 HOSCH APPRAISAL & CONSU

I-HAC19061-00-04 480-300-3627-6311 EXPERT & CONS BENEFITS ANALYSIS 000000 5,805.00

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PROJ: 87 -480-300 2020 IMPROVEMENTS CONSTRUCTION

DEPARTMENT 300 PUBLIC WORKS TOTAL: 5,805.00

FUND 480 2020 IMPROVEMENTS TOTAL: 5,805.00

9:05 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06905 EFT Payments

VENDOR NAME ITEM # G/L ACCOUNT NAME

VENDOR SET: 1

FUND : 600 WATER

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

DESCRIPTION

PAGE: 11

EFT # AMOUNT

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1 -12712	DELTA DENTAL OF MINNESO I-2626025			FEB-20 DENTAL INSURANCE		171.61
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	171.61
1 -000889	WATER CONSERVATION SERV					
	I-10154	600-300-3300-6357	REPAIRS & MAI	LEAK LOCATE - 1015 3RD ST	. w 000000	320.74
1 -001382	CENTURY LINK					
	I-2020 FEB	600-300-3300-6321	TELEPHONE	MONTHLY CHARGES	000000	120.00
1 -26336	GOPHER STATE ONE-CALL I					
	I-0000449	600-300-3300-6318	SERVICE FOR L	ANNUAL OPERATOR FEE	000000	50.00
1 -48425	MCNAMARA WILLIAM					
	I-JAN 2020	600-300-3300-6203	SAFETY BOOTS	MCNAMARA-BOOT EXCHANGE	000000	10.01
	I-JAN 2020	600-300-3300-6218	CLOTHING & BA	PANTS - DULUTH TRADING	000000	108.00
			DEPARTMENT 3	00 PUBLIC WORKS	TOTAL:	608.75
			FUND 60	00 WATER	TOTAL:	780.36

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PACKET: 06905 EFT Payments

VIII-01 VENDOR SET: 1 FUND : 601 WASTEWATER

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
1 -12712	DELTA DENTAL	OF MINNESO I-2626025	601-000-0000-2192	DENTAL INSURA	FEB-20 DENTAL INSURANCE	000000	131.51
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	131.51
1 -000567	7 IN CONTROL,	INC. I-19061MB01	601-300-3400-6353	REPAIRS & MAI	ENG. SERVICES - LIFT ST	PATIONS 000000	3,182.53
				DEPARTMENT 30	0 PUBLIC WORKS	TOTAL:	3,182.53
				FUND 60	1 WASTEWATER	TOTAL:	3,314.04

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PACKET: 06905 EFT Payments

VIII-01 VENDOR SET: 1

DESCRIPTION

EFT # AMOUNT

FUND : 603 STORM WATER UTILITY

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME

1 -12712	DELTA DENTAL OF MINNESO I-2626025	603-000-0000-2192	DENTAL INSU	RA FEI	B-20 DENTAL INSURANCE	000000	177.82
			DEPARTMENT		NON-DEPARTMENTAL	TOTAL:	177.82
1 -74312	SOLBERG AGGREGATE COMPA I-22256	603-300-3600-6356	UPKEEP OF G	RO RII	PRAP MATERIAL	000000	1,901.88
			DEPARTMENT	300	PUBLIC WORKS	TOTAL:	1,901.88
			FUND	603	STORM WATER UTILITY	TOTAL:	2,079.70

1/30/2020 9:05 AM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 06905 EFT Payments

VENDOR SET: 1

VENDOR NAME ITEM # G/L ACCOUNT NAME

FUND : 615 ARENA

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: GEN

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EFT # AMOUNT

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BUDGET TO USE: CB-CURRENT BUDGET

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1 -12712 DELTA DENTAL		615-000-0000-2192	DENTAL INSU	RA FEB	3-20 DENTAL INSURANCE	000000	231.40
			DEPARTMENT		NON-DEPARTMENTAL	TOTAL:	231.40
1 -001382 CENTURY LINK	I-2020 FEB	615-401-4103-6321	TELEPHONE	MON	ITHLY CHARGES	000000	65.03
			DEPARTMENT	401	PARKS & RECREATION	TOTAL:	65.03
			FUND	615	ARENA	TOTAL:	296.43

DESCRIPTION

1/30/2020 9:05 AM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 15

PACKET: 06905 EFT Payments

VENDOR SET: 1

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REPORT GRAND TOTAL: 42,231.79

FUND : 620 HYDRO ELECTRIC

DEPARTMENT: N/A NON-DEPARTMENTAL BANK: GEN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	EFT #	AMOUNT
=======								
1 -12712	DELTA DENTAL							
		I-2626025	620-000-0000-2192	DENTAL INSU	RA FEB	3-20 DENTAL INSURANCE	000000	10.66
				DEPARTMENT		NON-DEPARTMENTAL	TOTAL:	10.66
						NON DETAKTRENTAE		
				FUND	620	HYDRO ELECTRIC	TOTAL:	10.66

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

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BANK: GEN

VIII-01

** G/L ACCOUNT TOTALS **

				=====L	INE ITEM======	======GR	OUP BUDGET==	
				ANNUAL	BUDGET OVER	R ANNUAL	BUDGET	OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	G BUDGET	AVAILABLE	BUDG
2019-2020	101-102-1021-6323	CONFERENCE & SCHOOLS	25.00	9,400	3,187.90			
	101-102-1021-6324	MILEAGE	6.33	750	452.41-	Z		
	101-107-1052-6304	LEGAL FEES	955.00	10,000	17,661.76-	Z.		
	101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	198.00-	50,000	6,296.98-	ľ		
	601-300-3400-6353	REPAIRS & MAINT-EQUIPMENT	3,182.53	41,000	9,400.99-	Z.		
	603-300-3600-6356	UPKEEP OF GROUNDS	1,901.88	35,000	14,348.38			
	** 2019-2020 YEAR	TOTALS **	5,872.74					
2020-2021	101-000-0000-2192	DENTAL INSURANCE WITHHOLDI	2,491.90					
	101-102-1021-6321	TELEPHONE	6.28	100	93.72			
	101-105-1051-6321	TELEPHONE	148.91	3,900	3,627.07			
	101-107-1071-6321	TELEPHONE	6.28	1,900	1,761.84			
	101-107-1072-6217	OTHER GENERAL SUPPLIES	204.17	0	362.06-	ľ.		
	101-120-1201-6321	TELEPHONE	56.54	2,000	1,835.46			
	101-120-1201-6323	CONFERENCE & SCHOOLS	378.60	3,850	3,471.40			
	101-120-1201-6324	MILEAGE	17.42	1,100	1,082.58			
	101-140-1401-6321	TELEPHONE	104.94	2,500	2,352.19			
	101-150-1501-6321	TELEPHONE	12.56	1,800	1,704.07			
	101-160-1601-6321	TELEPHONE	18.85	3,000	2,741.60			
	101-160-3100-6310	MAINTENANCE CONTRACT-ENGIN	5,267.50	6,680	1,412.50			
	101-160-4440-6310	MAINTENANCE CONTRACT-PARKS	10,710.00	10,200	510.00-	ľ		
	101-201-2010-6201	OFFICE SUPPLIES	412.95	2,400	1,752.37			
	101-201-2010-6321	TELEPHONE	165.55	27,500	25,303.16			
	101-230-2301-6321	TELEPHONE	31.41	4,000	3,712.69			
	101-230-2301-6324	MILEAGE	49.45	300	250.55			
	101-230-2302-6321	TELEPHONE	6.28	1,100	1,039.72			
	101-300-3100-6321	TELEPHONE	31.41	6,300	6,074.28			
	101-301-3200-6310	MAINTENANCE CONTRACTS	203.88	20,000	19,796.12			
	101-301-3200-6321	TELEPHONE	126.29	5,900	5,662.08			
	101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	576.32	55,000	47,703.28			
	101-302-3202-6450	MISCELLANEOUS	137.44	3,200	3,062.56			
	200-000-0000-2192	DENTAL INSURANCE W/H	451.90					
	200-401-0000-1501	FUEL INVENTORY	4,382.79					
	200-401-4440-6201	OFFICE SUPPLIES	76.15	1,000	830.32			
	200-401-4440-6218	CLOTHING & BADGES	68.38	2,400	2,331.62			
	200-401-4440-6321	TELEPHONE	207.67	9,100	8,430.39			
	200-401-4440-6353	REPAIRS & MAINT-EQUIPMENT	122.76	23,000	21,049.64			
	200-401-4440-6356	UPKEEP OF GROUNDS	192.35	40,000	39,796.33			
	201-401-4240-6321	TELEPHONE	136.35	2,100	1,963.65			
	210-170-1704-6321	TELEPHONE	6.28	100	93.72			
	213-000-0000-2192	DENTAL INSURANCE WITHHOLDI	590.00					
	213-210-2100-6221	EQUIPMENT PARTS	1,040.01	13,500	11,463.48			
	213-210-2100-6321	TELEPHONE	350.30	12,000	10,789.48			
	213-220-2200-6216	CHEMICALS & CHEMICAL PRODU	267.80	0	474.96-	7		

YEAR

VIII-01 ** G/L ACCOUNT TOTALS **

			=====L]	INE ITEM=====	=====GRC	OUP BUDGET=====
			ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
220-000-0000-2192	DENTAL INSURANCE W/H	12.82				
407-000-0000-2192	DENTAL INSURANCE W/H	86.78				
480-300-3627-6311	EXPERT & CONSULTANT	5,805.00	0	5,805.00- Y		
600-000-0000-2192	DENTAL INSURANCE W/H	171.61				
600-300-3300-6203	SAFETY BOOTS	10.01	450	250.00		
600-300-3300-6218	CLOTHING & BADGES	108.00	650	525.92		
600-300-3300-6318	SERVICE FOR LOCATES	50.00	4,000	3,950.00		
600-300-3300-6321	TELEPHONE	120.00	5,700	5,156.81		
600-300-3300-6357	REPAIRS & MAINT-LINES	320.74	72,500	72,179.26		
601-000-0000-2192	DENTAL INSURANCE W/H	131.51				
603-000-0000-2192	DENTAL INSURANCE W/H	177.82				
615-000-0000-2192	DENTAL INSURANCE W/H	231.40				
615-401-4103-6321	TELEPHONE	65.03	3,000	2,826.97		
620-000-0000-2192	DENTAL INSURANCE W/H	10.66				
** 2020-2021 YEAR	TOTALS **	36,359.05				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	2,491.90
101-102	COUNCIL & MAYOR	37.61
101-105	ADMINISTRATION	148.91
101-107	CITY CLERK	1,165.45
101-120	FINANCE	452.56
101-140	FACILITY MANAGEMENT	104.94
101-150	COMMUNITY DEVELOPMENT	12.56
101-160	I.T.	15,996.35
101-201	POLICE	578.50
101-230	BUILDING & INSPECTIONS	87.14
101-300	PUBLIC WORKS	31.41
101-301	PUBLIC WORKS STREETS	708.49
101-302	PUBLIC WORKS STR. LIGHTS	137.44
101 TOTAL	GENERAL	21,953.26

1/30/2020 9:05 AM

480-300

600

600-300

600 TOTAL

PUBLIC WORKS

NON-DEPARTMENTAL

PUBLIC WORKS

WATER

480 TOTAL 2020 IMPROVEMENTS

REGULAR DEPARTMENT PAYMENT REGISTER

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
	NON-DEPARTMENTAL PARKS & RECREATION	4,834.69 667.31
200 TOTAL	PARKS	5,502.00
201-401	PARKS & RECREATION	136.35
201 TOTAL	AQUATIC CENTER	136.35
	HERITAGE PRESERVATION	6.28
	HERITAGE PRESERVATION	6.28
213	NON-DEPARTMENTAL	590.00
213-210	FIRE	1,390.31
	AMBULANCE	267.80
213 TOTAL		2,248.11
220	NON-DEPARTMENTAL	12.82
220 TOTAL	LEDUC HISTORIC ESTATE	12.82
407	NON-DEPARTMENTAL	86.78
407 TOTAL	HEDRA	86.78

VIII-01

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5,805.00

5,805.00

171.61

608.75

780.36

REGULAR DEPARTMENT PAYMENT REGISTER

** DEPARTMENT TOTALS **

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ACCT	NAME	AMOUNT
601	NON-DEPARTMENTAL	131.51
601-300	PUBLIC WORKS	3,182.53
	WASTEWATER	3,314.04
603	NON-DEPARTMENTAL	177.82
603-300	PUBLIC WORKS	1,901.88
	STORM WATER UTILITY	2,079.70
615	NON-DEPARTMENTAL	231.40
615-401	PARKS & RECREATION	65.03
	ARENA	296.43
620	NON-DEPARTMENTAL	10.66
620 TOTAL	HYDRO ELECTRIC	10.66
	** TOTAL **	42,231.79

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
87 2020 IMPROVEMENTS	480-300 CONSTRUCTION ** PROJECT 87 TOTAL **	5,805.00 5,805.00

NO ERRORS

** END OF REPORT **



To: Mayor Fasbender & City Council Members

From: Nick Egger – Public Works Director

Date: January 28, 2020

Item: Schedule Public Hearing – Highway 316 Municipal Consent Process

COUNCIL ACTION REQUESTED

The Council is requested to schedule and hold a public hearing on April 6th to receive comments on the layout for the planned Highway 316 Improvements project.

BACKGROUND

The City's approval (municipal consent) is required by State Statutes for this project because the project features acquisition of permanent rights of way to re-establish necessary drainage features, and the layout changes and/or otherwise limits the extent of access in places along the corridor.

MnDOT and City staff initially planned for this hearing to take place at the March 16th City Council meeting. However, we more recently became aware of a scheduling conflict that will require us to push MnDOT's presentation and the public hearing back to the April 6th City Council meeting. Molly Kline will provide the presentation to recap project details at this meeting before the public hearing takes place. After the public hearing, the City will have up to 90 days to adopt a resolution of approval.

STAFF RECOMMENDATION

Staff recommends that the Council approve scheduling of the public hearing for municipal consent for April 6, 2020.



To: Mayor Fasbender & City Council Members

From: Ryan Stempski – City Engineer

Date: January 28, 2020

Item: Accept Feasibility & Assessments Report, and Order Public Hearings for Project Scope and for

Assessments – 2020 Neighborhood Infrastructure Improvements Project

Council Action Requested:

Enclosed for Council consideration is a resolution accepting the Feasibility & Assessments Report, ordering public hearings, and declaring the amount to be assessed for the proposed 2020-1 Neighborhood Infrastructure Improvements project.

The feasibility and assessments report will be handed out at the February 3rd City Council meeting.

Background Information:

The 2020 Neighborhood Infrastructure Improvements Project includes a variety of improvements within two separate geographic areas, 15th Street from Pine Street to Tyler Street and the Cannon Street Area (including Cannon Street from Vermillion Street to 22nd Street, 22nd Street, 23rd Street, 24th Street, and 25th Street).

15th Street from Pine to Eddy includes a complete reconstruction and reduction in width varying currently from 40 – 44 feet to a consistent 36 feet after construction. This segment would also include replacement of the sidewalk to be separated from the street. The segment of 15th Street from Eddy to Sibley will remain the same width (approximately 44 feet wide) and be partially reconstructed with only spot replacement of the existing curb and gutter, commercial driveway aprons, and sidewalk. The segment between Sibley and Tyler includes a complete reconstruction and reduction in width from 44 feet to 36 feet. This segment would also include replacement of the sidewalks to be separated from the street. The improvements along the entire length of 15th Street would involve complete reconstruction of the street with replacement of base material and new pavement. Also included are replacements of the sanitary sewer and water system main lines and services, and stormwater drainage improvements.

The streets to be reclaimed in 2020 include Cannon Street and 22nd Street. The reclaim improvements involve grinding up and recycling the existing blacktop and gravel of the street to make a new base, followed by localized storm sewer extensions, repairs and replacements, spot concrete curb and gutter repair, and new pavement.

A map of the project identifying the streets to be improved has been attached for reference.

A public hearing on the scope and features for the 2020 Neighborhood Infrastructure Improvements Project will be held on March 2^{nd} , with an assessment hearing for this project being held on April 6^{th} .

Financial Impact:

The project has a total estimated cost of \$4,700,000, including design and other project delivery overhead costs. Street, storm sewer, and surface restoration costs will be funded primarily through bonded debt, the Municipal State Aid System (MSAS) account, and assessments in the estimated amount of \$3,400,000. Sanitary sewer and water system costs will be funded by General Obligation (G.O.) Utility Revenue Bonds in the estimated amount of \$1,300,000. Please note that these sanitary sewer and water system costs are not included in the attached Resolution as they are not included in the special assessments (Minnesota Statutes Chapter 429). The project continues to track closely with the City's approved funding parameters for 2020.

Council Committee Discussion:

Staff met with the Operations Committee on October 21, 2019, to discuss preliminary scope and direction for the project. Staff then met again with the committee on December 18, 2019 to present the recommended project scope and proposed assessments amounts. The Committee was supportive of the project recommendations. Neighborhood Open Houses were held on January 21st and 23rd to present the recommended project and obtain feedback from the property owners. There was general support from the discussions at the open houses for the proposed improvements as recommended in the Feasibility & Assessments Report.

The Council will be provided a fully detailed report and presentation on all design features, neighborhood feedback, cost and funding mix, project construction timelines, and project communications in a memo preceding the March 2nd Council meeting.

Attachments:

- Resolution
- Project Map

CITY OF HASTINGS

DAKOTA COUNTY, MINNESOTA

Resolution No

RESOLUTION RECEIVING FEASIBILITY & ASSESSMENTS REPORT, DECLARING THE AMOUNT TO BE ASSESSED,

AND ORDERING PUBLIC HEARINGS FOR THE 2020 NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS PROJECT

WHEREAS, a report has been prepared by the City Engineer and submitted to the City Council with reference to the following project:

2020 NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS – **street reconstruction** with new base material and pavement including concrete curb and gutter improvements and localized storm sewer system upsizing, extensions, repairs and replacements on 15th Street from Pine Street to Tyler Street, 23rd Street, 24th Street, and 25th Street; **street reclamation** with new pavement including spot curb and gutter repairs and localized storm sewer system extensions, repairs and replacements on Cannon Street from Vermillion Street to 22nd Street and 22nd Street; **sidewalk replacement** along 15th Street; and **sidewalk extension** along Cannon Street from 31st Street to Hackberry Drive;

AND WHEREAS, the total cost for the 2020 Neighborhood Infrastructure Improvements project is estimated to be \$3,400,000,

AND WHEREAS, \$769,115 is proposed to be special assessed,

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

- 1. The City Council hereby receives said Feasibility & Assessments Report and will consider the 2020 Neighborhood Infrastructure Improvements project in accordance with said report.
- 2. The Council will consider assessments of the benefited abutting property for a portion of the cost of the 2020 Neighborhood Infrastructure Improvements project, pursuant to Chapter 429 of the Minnesota Statutes. The amount of proposed assessments for said project is hereby declared to be: \$769,115.00.
- 3. A public hearing for the 2020 Neighborhood Infrastructure Improvements will be held at 7:00 PM, Monday, March 2, 2020 at City Hall at 101 E. 4th Street, and the City shall give mailed and published notice of such hearing and improvements as required by law.
- 4. A separate public hearing will be held specifically regarding proposed assessments for the 2020 Neighborhood Infrastructure Improvements at 7:00 PM, Monday, April 6, 2020 at City Hall at 101 E. 4th Street, and the City shall give mailed and published notice of such hearing and assessments as required by law.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 3RD DAY OF FEBRUARY, 2020.

Ayes:	
Nays:	Mary D. Fasbender, Mayor
ATTEST:	
Julie Flaten, City Clerk	



Proposed City Project 2020-1 2020 Infrastructure Improvements





To: Mayor Fasbender & City Councilmembers

From: Erica Henderson Date: February 3, 2020

Item: Appointment of 2020 Presidential Nomination Primary Election Judges

Council Action Requested:

Approve the attached resolution appointing persons listed on Exhibit A as 2020 Presidential Nomination Primary Election Judges.

Background Information:

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

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

Financial Impact:

The 2020 Election Budget includes payment of hours served by the Election Judges; \$11.00 per hour for election judges and \$12.50 per hour for co-head election judges.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution
- Exhibit A

CITY OF HASTINGS COUNTIES OF DAKOTA & WASHINGTON

RESOLUTION NO. 02- -20

A RESOLUTION OF ADOPTION OF 2020 PRESIDENTIAL NOMINATION PRIMARY ELECTION JUDGES

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

WHEREAS, the Minnesota residents listed in Exhibit A have applied to serve as election judges and have met the qualifications established in Minnesota State Statute 204B.19.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hastings, Minnesota, hereby appoints the persons listed in Exhibit A to serve as election judges for the Presidential Nomination Primary on March 3, 2020.

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

Adopted by the Hastings City Council this 3rd day of February 2020.

	Mary Fasbender, Mayor
ATTEST:	
Julie Flaten, City Clerk	_

Exhibit A

Linda Anderso Susan Andre Alison Auld		Jorenby	Clare	Poncin
Alison Auld	s Steve	1		
		Jorgensen	Steven	Poncin
	Amie	Kaiser	Walter	Рорр
Mary Bamber	Charlene	Kasel	Steven	Raddatz
Ann	Kari	Kasel	Norbert	Reinardy
Norma Beska	Denice	Kehn	David	Reiter
Sharon Blacki	Kevin	Kehn	Lisa	Rogers
Melissa Blackstr	ad Jon	Keller	Russ	Rohloff
Connie Blasin	Matthew	Klee	Mary	Sabaitis
Jake Canef	Debra	Krause	Dorothy	Sandahl
Amy Clark	Rhonda	Krehl	Harvey	Sandahl
Mary Crawm	er Cindy	Kummer	Carolyn	Schaar
Rose Davis	Lauren	LaFavor	Kristina	Schlottman
Nicole DePalm	na Renee	Leckscheid	Janet	Shannon
Jane Ducket	Dana	Leibbrand	Peg	Siebenaler
Katy Ehrhar	Katilii	Lindberg	Ann	Skokglund
Paul Ehrhar	Donna	Mackenburg	Carol	Stebbins Hildreth
Patricia Fende	Juditii	Magnon	Kathryn	Stockman
Suzanne Gackle	IVIICIIACI	Magnon	Mary	Styrbicki
Cress Gackle	Lenam	Marek	Marlene	Swanson
Cathy Gallup	,	Marshall	Karen	Swanstrom
Susan Gesch	David	McCook	Russel	Syltie
Trudi Gores	Maggie	McCoy	Carrol	Tammen
Carolyn Gronqu	st Maureen	McNeary	Joann	Theodorson
Karin Grossm	an Myron	Milbrandt	Jolene	Trautmann
John Grossm	Jusan	Mollick	Charlotte	Vier
Peggy Grundm	Donaid	Olson, Jr	Allen	Warren
Anna Gydese	LOIT	Parizek	Dale	Wegener
Robert Halber	g Charles	Paulson	Ronald	Wegener
Elizabeth Herma	Daviu	Pemble	Robert	Weiers
Connie Houske	Doloies	Pemble	Mary Jane	Wellington
Spencer Johnso	30,000	Pickert	Lizzy	Wright
Janet Johnso	n Chelsea	Piskor	Mary	Wright



To: Mayor Fasbender & City Councilmembers

From: Erica Henderson Date: February 3, 2020

Item: 2020 - 2021 Commercial Waste Hauler License Renewals

Council Action Requested:

Adopt the attached resolution approving the 2020 - 2021 Commercial Waste Hauler License Renewals for Bauer Roll-Off Service and Allied Waste Services d/b/a Republic Services.

Background Information:

City Ordinance 50.07 states that commercial waste haulers' licenses expire December 31 of the odd year, regardless of when the license was first issued. The two year licensing period for a commercial waste hauler starts on January 1 of an even numbered year through December 31 of the following odd numbered year.

The City has received and reviewed applications for commercial waste hauler license renewals from Bauer Roll-Off Service and Allied Waste Services d/b/a Republic Services for the January 1, 2020 - December 31, 2021 licensing period.

Financial Impact:

All associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

Resolution

CITY OF HASTINGS DAKOTA COUNTY, MINNESOTA

RESOLUTION 02 - - 20

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS APPROVING 2020 – 2021 COMMERCIAL WASTE HAULER LICENSE RENEWALS

WHEREAS, the City has received and reviewed applications for renewal of the following commercial waste hauler licenses; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Hastings that the following commercial waste haulers' license renewals are approved for the January 1, 2020 - December 31, 2022 licensing period.

Allied Waste Services of North America, LLC d/b/a Republic Services of the Twin Cities	4325 66 th Street East	Inver Grove Heights, MN 55076
Bauer Roll-Off Service, LLC	13975 280 th Street East	Cannon Falls, MN 55009
ADOPTED BY THE 3 rd DAY OF FEBRUARY		HASTINGS, MINNESOTA THIS
ATTEST:	\overline{h}	Mary D. Fasbender, Mayor

Julie Flaten, City Clerk



To: Mayor Fasbender & City Council Members

From: Bryan D. Schafer, Chief of Police

Date: February 3, 2020

Item: Donation to the Hastings Police Reserves

Council Action Requested:

Accept donation of \$200.00 from Starkson Family Life Celebration Chapel to the Hastings Police Department's Police Reserve Program and authorize corresponding budget adjustment.

Background Information:

The Hastings Police Department's Police Reserve Program is made up of area residents who serve the community as Police Reserve Officers. These Reserve Officers donate thousands of hours of service to the community, often working unusual hours and in challenging weather conditions. This donation is specifically provided to support the Reserve Program and recognizing their traffic control assistance during a large visitation for a young person. The proceeds will be used to fund on-going costs associated with operating and maintaining the Reserve Program.

Financial Impact:

Positive budgetary impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Resolution
- Thank You Letter

CITY OF HASTINGS DAKOTA COUNTY, MINNESOTA

RESOLUTION 02- -20

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

WHEREAS, the Starkson Family Life Celebration Chapel has presented to the Hastings Police Department a donation of \$200.00; and

WHEREAS, this donation will be used to support the Hastings Police Reserve Program; and

WHEREAS, the City Council is appreciative of the donation and commends the Starkson Family Life Celebration Chapel for their civic efforts,

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

- 1. That the donation is accepted and acknowledged with gratitude; and
- 2. That the donation will be appropriated for the Hastings Police Department as designated; and
- 3. That the appropriate budget adjustments be made.

Adopted this 3rd day of February	, 2020,	
	Mary Fasbender, Mayor	
Attest:		
Julie Flatten, City Clerk		



February 3, 2020

Starkson Family Life Celebration Chapel 3075 Vermillion St. Hastings, MN 55033

Dear Jesse,

Thank you for your \$200.00 donation to the Hastings Police Reserves. The City Council recently accepted your generous donation and appreciates the support you have shown to the Hastings Police Department, as well as its citizens.

Community is defined as "the people with common interests or a common characteristic or interest living in a particular area." Thank you for helping to strengthen the Hastings community through your donation.

Regards,

Mary Fasbender Mayor



To: Mayor Fasbender & City Council Members

From: John Townsend, Assistant Fire and EMS Director/Acting Chief

Date: January 28, 2020

Item: Accept Scholarship from Flint Hills Resources for Firefighter Training

Council Action Requested: Council is asked to accept a scholarship from Flint Hills Resources with the intention of POC/Firefighter Kalvin Hinderscheid to attend training which is located at the Refinery Terminal Fire Training Academy, in Corpus Christi, Texas. The training will take place April 27 – May 1, 2020.

Background Information: Flint Hills Resources has long been a supporter of area fire departments. This week-long training involves many different hands-on scenarios involving both pressurized and non-pressurized flammable fuels. These types of incidents are a part of our everyday response concern. The Hastings Fire Department is very grateful for the support Flint Hills has provided us over the years and for this great training opportunity.

Financial Impact: Aside from regular wages, there is no financial impact to the city. Flint Hills Resources will sponsor all financial obligations associated with this training, including travel and lodging.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:



To: Mayor Fasbender & City Councilmembers

From: Paige Marschall Bigler, Recreation Program Specialist

Date: February 3, 2020

Item: Special Event Designation

Council Action Requested:

Designate "The Longer Table" event as a Special Event.

Background Information:

The Longer Table event is scheduled to be held on Sunday, June 14, 2020 from 12:00p.m. – 4:00p.m. at the Rotary Pavilion in Levee Park. The event will be advertised as a community potluck and expected attendance is 200 people.

Event organizers met with City staff, discussed event details and completed the reservation form and will make payment for the facility reservation and table rental.

This event can be classified as a Tier-2 Special Event per the City Council adopted Special Event Policy.

Financial Impact:

The City's Special Event Policy states "The City may provide up to 75% of related personnel costs and/or City equipment to assist Special Events operated by Tier 2 organizations". Event costs include rental of the Rotary Pavilion and picnic tables. Hastings Prescott Area Arts Council is identified as a Tax-Exempt organization, and no tax will be collected.

Item	Full Price	City's 75%	Event's 25%
Rotary Pavilion	\$150.00	\$112.50	\$37.50
Picnic Tables (14)	\$210.00	\$157.50	\$52.50
Totals	\$360.00	\$270.00	\$90.00

Event organizers will pay \$90.00 and City will provide \$270.00 of support (rental of shelter and picnic tables).

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

Special Event Policy



SPECIAL EVENT POLICY

1. Purpose

The purpose of this policy is to set forth procedures to be followed by organizer of Special Events who wish to exclusively use City property and/or require City services to ensure safety and coordination. Any organization wishing to sponsor or hold a Special Event will be required to complete a Special Event Permit Application no less than 60 days prior to the event. The City will conduct a thorough review, request City Council approval, and inform the applicant if the event is approved.

A Special Event is defined as any race, concert, community celebration, fundraiser, dance, car show, large assembly, or other Special Event on City property that has received City Council approval.

2. City Services Provided for Special Events

Tier 1: Tier 1 events are those events that are larger scale for which the City provides some basic services without charge. Tier 1 events are those events that the City Council has determined have a broad interest to the public and a broad duration and impact on public resources. This could include multi-day events and/or events which require significant impacts on street/trail/public infrastructure. The City may provide financial support to these events as determined in the annual budget appropriation up to 100% of related personnel costs and/or City equipment. Licensing costs are not included in City supported funding. The City must be listed as a key co-sponsor of the event on promotional materials and may promote through various media outlets. The event organizer may be asked to provide reimbursement for costs in excess of the support level authorized in the budget appropriation.

Criteria to qualify as a Tier 1 event:

- Event is organized by a local group, association, or non-profit organization
- Attendance is open to all members of the public
- Admission is free for all or a majority of the event
- An established event (10 + years) with demonstrated ongoing community value
- Significant impact of public facilities/resources
- Event expenses are appropriated annually during the budget process

Tier 2: The City may provide up to 75% of related personnel costs and/or City equipment to assist Special Events operated by Tier 2 organizations. Tier 2 events are those events that the City Council has determined are in the general interest to the public and have limited duration and impact on public resources. The City may provide financial support to these events as determined in the annual budget appropriation. Licensing costs are not included in City supported funding. City support may include Police Reservists, blocking of streets, barricades etc. These events must be approved by City Council and the organizer must reimburse the City for any costs in excess of this support level. Approval of an event does not require the City to City of Hastings • 101 Fourth Street East • Hastings, MN 55033-1944 • Phone: 651-480-2350 • www.hastingsmn.gov

approve similar events or even the repeat of the same event in subsequent years. Each event will be reviewed and approved separately.

Criteria to qualify as a Tier 2 event:

- Event is organized by a local group, association, or non-profit organization
- Attendance is open to all members of the public
- Admission is free for all or a majority of the event
- Limited impact on public facilities/resources
- Event expenses are appropriated annually during the budget process

Tier 3: The City may provide up to 50% of related personnel costs and/or City equipment to assist Special Events operated by Tier 3 organizations. Licensing costs are not included in City supported funding. These events must be approved by City Council and the organizer and must reimburse the City for any costs in excess of this support level. Approval of an event does not require the City to approve similar events or even the repeat of the same event in subsequent years. Each event will be reviewed and approved separately.

Criteria to qualify as a Tier 3 event:

- Event is organized by a non-profit organization
- Attendance is open to all members of the public
- Admission/participation fee may be charged with significant portion of proceeds intended for charitable cause
- Lower impact on public facilities/resources

Tier 4: Approval of all other events is at the sole discretion of the City of Hastings. Events must be determined to be in the general interest of the public. These events are subject to a fee for use of public property and must pay 100% of City costs related to the event. Approval of an event does not require the City to approve similar events or even the repeat of the same event in subsequent years. Each event will be reviewed and approved separately.

Criteria to qualify as a Tier 4 event:

- Event is organized by private business or for profit organization
- Attendance may/may not be open to the public
- Admission/participation fee may be charged and proceeds intended for organizing entity/cause
- Lower impact on public facilities/resources

Waiving Fees

The City understands the value of each of the Special Event applications and the true community and economic value of the events. We also appreciate the dedication of these individuals to their causes. The City is aware of balancing the public purpose to support individual event needs with overall resources dedicated to privately run events. This policy affords for most Special Event organizers to receive a discounted service for City services.

The level of support most recently provided for any event held in the past 12 months will remain as is going forward, unless specifically approved by the City Council as part of the budget and/or event approval process.

New events or previous events that have not been held in the last 12 months will be categorized according to this policy.

3. Fees For Special Events

- a. Hourly Rate is the hourly cost for any employee working on a Special Event. These rates are charged according to City Ordinance §34.04 (a) which lists a rate of two (2) times the hourly rate paid to the staff person who is performing services. These fees are reviewed annually.
- **b.** Purchased or Rented Materials includes all direct costs for materials provided by the City of Hastings for use at the event.
- **c.** Equipment Charges include current equipment usage rates as established by the City fee schedule.

4. Alternatives to City Services

- a. Applicants have the option to hire qualified private security to satisfy any public safety requirements identified by staff during review of the event request.
- **b.** Posting of signage relating to street closures, parking restrictions, lot closures, etc. may be done by event volunteers based on a timeline identified by staff during review of the event request. Placement will be reviewed by the proper City authorities for accuracy.



To: Mayor Fasbender & City Council Members

From: Nick Egger – Public Works Director

Date: January 21, 2020

Item: Water Service Repair Assessment Request – 515 Tiffany Drive

COUNCIL ACTION REQUESTED

Enclosed for Council approval is a request from Meghan Krinke for the City to pay the cost to repair the water service line for her home at 515 Tiffany Drive and to assess the costs back to the property. The cost of the work in this case was \$5,875.00.

With similar requests for utility service repairs, the City Attorney has prepared an agreement and waiver of assessment appeal for property owners to sign, spelling out the conditions and terms of the assessment and protecting the City from an assessment appeal.

The Council is requested to approve Ms. Krinke's request for the City to fund the water service repair and assess the cost back to the property under the condition that she first enters into an assessment agreement with the City.

From: Meghan Krinke
To: Nick Egger, P.E.

Subject: Utility Service Repair Financing Program

Date: Tuesday, January 21, 2020 10:28:22 AM

Attachments: CoH.pdf

Nick.

I am writing you to ask for the City of Hastings to help me finance a water pipe repair that I cannot afford to pay the cost upfront on my own. I am a single mom with 2 small daughters and it would be crippling for my family to have to come up with the funds to quickly repair the urgent issue. Aaron Bauer with Bauer Services quoted me \$6,000 to fix the broken line.

Thank you for your time and consideration.

Best,

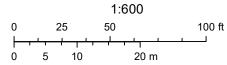
Meghan Krinke

This message may contain confidential information and is intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

Water Service Repair Assessment Request - 515 Tiffany Drive



January 21, 2020



Property Information

Property Card

Parcel ID Number

19-16403-01-060

Owner Information

Fee Owner
MEGHAN KRINKE

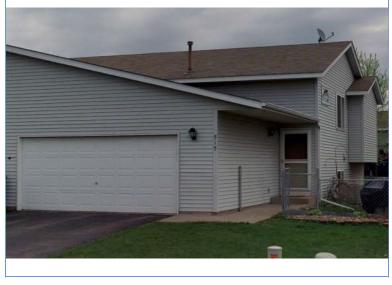
Mailing Address
515 TIFFANY DRIVE

HASTINGS MN 55033

Property Address

Address
515 TIFFANY DR
Municipality

HASTINGS



Parcel Information				
Last Qualified Sale	04/24/2017	Total Acres	0.10	
Sale Value	\$165,000.00	R/W Acres		
Uses	RESIDENTIAL	Water Acres		
		Plat	CARI PARK 4TH ADDITION	
		Lot and Block	6 1	
		Tax Description		

2019 Building Characteristics (payable 2020)*					
Building Type S.FAM.RES Year Built 1995 Bedrooms 3					
Building Style	SPLIT LEVL	Foundation Sq Ft	912	Bathrooms	2.00
Frame	WOOD	Above Grade Sq Ft	912	Garage Sq Ft	440
Multiple Buildings Finished Sq Ft 1,604 Other Garage					

Miscellaneous Information					
School District	Watershed District	Homestead	Green Acres	Ag Preserve	Open Space
200	VERMILLION RIVER	FULL HOMESTEAD			

Assessor Valuation			
	Taxable	Estimated	
2019 Land Values (payable 2020)	\$27,846.00	\$31,700.00	
2019 Building Values (payable 2020)*	\$126,754.00	\$144,300.00	
2019 Total Values (payable 2020)*	\$154,600.00	\$176,000.00	
2018 Total Values (payable 2019)*	\$136,506.00	\$159,400.00	

Property Tax Information			
Net Tax (payable 2019)	Special Assessments (2019)	Total Tax & Assessments (2019)	
\$1,907.06	\$0.00	\$1,907.06	

^{*} Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



Bauer Services of Welch, LLC Aaron Bauer 26469 130th Ave Welch, MN 55089 651-246-9153

bauerservices@hotmail.com

Meghan Krinke 515 Tiffany Drive Hastings, MN 55033 Mkrinke13@aol.com DATE: January 22, 2020 FOR: MKrinke
INVOICE # 01222020-719

DESCRIPTION

AMOUNT

Bid To Replace Water Service From Curbstop To Meter At 515 Tiffany Drive Hastings, MN

~ Materials and Labor

\$5,875.00

Total Invoice \$5,875.00

Thank You For Considering Our Business!

Please make check payable to Bauer Services of Welch, LLC.

Please feel free to contact Aaron Bauer with any questions regarding this invoice.

at 651-246-9153 or at bauerservices @hotmail.com.



To: Mayor Fasbender & City Councilmembers

From: City Administrator Dan Wietecha

Date: February 3, 2020

Item: League of Women Voters Special Event Request

Council Action Requested:

Designate the League of Women Voters of Dakota County (LWVDC) and American Association of University Women Hastings branch (AAUW) voter information session on Minnesota's new presidential nominating primary process as a special event.

Background Information:

LWVDC and AAUW have scheduled a voter information session on Minnesota's new presidential nominating primary process for 9:00 to 1:00 on Saturday, February 15, in the Council Chambers. A representative of from the Secretary of State's Office will be the feature presenter.

The event is free and open to the public; an estimated 50 to 75 people may attend.

Hastings Community Television has tentatively agreed to taping and broadcasting the event.

LWVDC and AAUW are non-profit, non-partisan organizations. This event can be classified as a Tier-2 Special Event per the City Council adopted Special Event Policy.

Financial Impact:

The City's Special Event Policy states, "The City may provide up to 75% of related personnel and/or City equipment to assist Special Events operated by Tier 2 organizations." Event costs include rental of the Council Chambers. LWVDC and AAUW will pay \$40, and the City will provide \$120 of support (rental of facility).

Item	Full Price	City 75%	Event 25%
Facility Rental (4 hours)	\$160	\$120	\$40

Advisory Commission Discussion:
N.A.
Council Committee Discussion:
N.A.
Attachments:

N.A.



To: Mayor Fasbender & City Councilmembers From: Chris Jenkins, Parks & Recreation Director

Date: February 3, 2020

Item: Appoint New Parks & Recreation Commissioner

Council Action Requested:

The City Council is asked to approve the appointment of Mr. Craig Santelman to the Parks & Recreation Commission effective Monday, February 3rd, 2020. Commissioner Santelman's term will run for two years expiring on 12/31/2021, at which time Commissioner Santelman can choose to continue with the commission for an additional 2 year term or vacate his seat.

Background Information:

Mr. Santelman was interviewed by the PRC's interview panel (Councilmember Lund, City Administrator Wietecha, P&R Director Jenkins, PRC Commissioner Karnick) on Tuesday, January 21st, 2020. Mr. Santelman shared about himself and his interests in serving on the Parks & Recreation Commission during the interview.

The interview panel is pleased to recommend Mr. Craig Santelman as the candidate to fill one of the current commission vacancies. Mr. Santelman has a varied and unique background and experiences that will bring great value to the Parks & Recreation Commission.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

Advisory Commission Interest Form - Santelman



Advisory Commission Interest Form

The City of Hastings encourages active participation of its residents. City Advisory Commissions are one form in which residents can take a participatory involvement in the planning, development, and preservation of our growing and historical community. Thank you for your interest in serving on an advisory commission. Information about City commissions is available on the City's website at www.hastingsmn.gov/city-government/commissions.

CommissionQuestions?(Please indicate your interest)Contact 651-480-2350 or

Charter	Dan Wietecha dwietecha@hastingsmn.gov
Hastings Economic Development & Redevelopment Authority (HEDRA)	John Hinzman Jhinzman@hastingsmn.gov
Heritage Preservation Commission (HPC)	Justin Fortney Jfortney@hastingsmn.gov
X Parks & Recreation (PRC)	Chris Jenkins Cjenkins@hastingsmn.gov
Planning (PC)	John Hinzman Jhinzman@hastingsmn.gov
Public Safety (PSAC)	Bryan Schafer bschafer@hastingsmn.gov
Other/ no Preference	Dan Wietecha Dwietecha@hastingsmn.gov

To help us have a better understanding of your interests and background, we ask for some general information. Please complete and sign the application.

Name Craig Santelman

Address 1750 Fallbrooke Dr.

Day Phone

Evening Phone

E-mail

How long have you lived in Hastings?

Grew up in Hastings, moved away after college, returned with my family in 2005



Please share why you are interested in becoming involved with a City commission.

- -I'm interested in the long term development of the parks and other facilities that will increase recreational opportunities within the community.
- Part of a group looking to implement a multi-use nature trail within the city limits.

Supplemental Information

Employer: Oracle Corporation

Occupation: Software Engineer

What experience would you bring to the Commission?

- Even though my children have graduated and moved on, I'm interested in the opportunities that Hastings can offer through the parks and facilities.
- Current middle school coach. Future mtn bike team coach.

Please return to: City of Hastings
101 Fourth Street East OR via email to the Hastings, MN 55033
Commission contact Forwarded to:

§ 31.36 PUBLIC DISCLOSURE.

- (A) Each public official of the City of Hastings shall file for public record in the office of the City Clerk, a sworn statement in a form approved by the City Council and which must contain, at a minimum, the following information:
- (1) The names of all businesses, corporations, companies, firms, partnerships, or other business enterprises, doing business with or in the City of Hastings, in which the public official is connected thereto as an employee, owner, director, officer, adviser, or consultant, or in which the public official has a continuing financial interest, through ownership of stock or as a beneficiary of any pension or retirement plan;
- (2) A description of all parcels of real property, other than property occupied by the public official as a personal residence, in which the public official has any interest, including the right to occupy any such property; and
- (3) The interest of a spouse, or minor child or other member of the immediate household of any public official shall be considered an interest of the public official for purposes of filing the statement required.
- (B) Each person who becomes a public official shall, within 30 days after assuming the office or position, file a public disclosure required by this section.
- (1) Following an initial filing, the information on that filing shall remain in effect and all public officials will continue to attest to its truth. Within 30 days of any change to the information on the initial filing and following any reappointment or reelection, all public officials shall file a new sworn statement with the City Clerk. City staff members covered under this provision shall fill out an initial filing and shall thereafter complete any amended filings within 30 days of any change to the information on the initial filing or at least every 4 years, in the years in which the Mayor and at large Councilmember seats are up for election, whichever comes first. (Am. Ord. 511, passed 4-5-2004)
- (2) This subchapter shall not be construed to require the filing of any information relating to any person's connection with any professional society or any charitable, religious, social, fraternal, recreational, civil or political organization or any similar organization not conducted as a business enterprise.
- (3) The City Administrator shall inform each person who is required to file a statement, the time and place for filing, and shall furnish each such person with a copy of this subchapter and the required statement form. The City Administrator shall inform the City Council when any person, who



To: Mayor and City Councilmembers

From: Bryan D. Schafer, Chief of Police

Date: February 3, 2020

Item: Side by Side ATV's on City Streets

Council Action Requested:

Consider the Public Safety Advisory Commission's (PSAC) recommendation to leave Ordinance 70.02 as is, in regards to the use of Side by Side ATV's and Golf carts on designated city streets.

Background Information:

On November 4, 2019, a resident approached the City Council and asked that they consider allowing ATV's on city streets, similar to what is permitted for those with disabilities. Council referred this to PSAC for review. At the conclusion of the November 21, 2019 PSAC meeting, the Commission directed the Chief of Police to research data on ATV's on public roads. As a result, the Chief of Police outlined (3) key findings in his January 16, 2020 report (attached) to the Commission:

- 1. ATV fatalities occurring on public roads comprise a significant portion of total ATV-related fatalities, as reported by the Consumer Product Safety Commission. *SVIA 2014*
- 2. 74% of fatal crashes took place on paved roadways according to Fatality Analysis Reporting System (FARS) data by IIHS. *CFA 2014*
- **3.** Consumer warnings from manufacturers, federal agencies, and consumer and safety advocates say all-terrain vehicles (ATVs) are unsafe on roadways.

This issue has come before City Council a number of times over the past several years. It was studied in Council Committee and at Council level in 2015 when it considered and adopted the current ordinance. In each instance, the Council outlined same or similar reasons, as outline in the Chief's report, not to modify the ordinance.

Recommendations:

As a result of these findings, PSAC recommends no changes to City Ordinance 70.02 regarding the use of Side by Side ATV's and Golf carts on designated city streets.

Financial Impact:

None

Advisory Commission Discussion:

Public Safety Advisory Commission (PSAC)

Council Committee Discussion:

None

Attachments:

Chief's Report on Side by Side ATV's and Golf Carts on City of Hastings Letter to Resident

Chief's Report on Side by Side ATV's and Golf Carts on City of Hastings

Introduction:

At the conclusion of the November 21, 2019 PSAC meeting, you directed the Chief of Police to research data on ATV's on public roads in response to a request to allow them on Hastings streets. Today, 35 states either allow ATVs on certain roads, roads as authorized by the entity having jurisdiction over the road system, limited stretches of roads, roads if certain requirements are met, or on the shoulder of roads. Furthermore, 31 of the 35 states allow ATVs on paved roads and delegate some or all of the decisions about ATV access to local jurisdictions with authority over those roads. In spite of warnings from manufacturers, federal agencies, and consumer and safety advocates that all-terrain vehicles (ATVs) are unsafe on roadways, states continue to pass laws allowing them on public roads. The following information supports this statement and was obtained from 2017 City of Hastings correspondence, National Highway Traffic Safety Administration (NHTSA), Special Vehicle Institute of America (SVIA), Consumer Federation of America (CFA), and University of Iowa, Department of Emergency Medicine (MDPI)

Background:

In November 2019, a resident approached the City Council and asked that they consider allowing ATV's on city streets, similar to what is permitted for those with disabilities. This issue has come before City Council a number of times over the past several years. It was studied in Council Committee and at Council level in 2015 when it considered and adopted an ordinance to allow use of an ATV's on city streets due to a disability. As those rules were being written, the Council discussed opening it up to all users. However, our police department had some very serious public safety concerns regarding the use on public streets and our city council agreed. The following was the basis for their concern and why the decision was made:

All-terrain vehicles have high-speed engines, they're fun to drive and often are used recreationally to explore off-road trails. The powerful vehicles can also be deadly on public roads, and they're showing up there more and more, in part because of relaxed state and local laws.

The result: More ATV fatalities occur on public roads than off-road, according to the most recent data from the Consumer Protection Safety Commission.

"ATVs should never be operated on paved or public roads," warns Kathy Van Kleeck, vice president of government relations for the Specialty Vehicle Industry Association, which represents ATV manufacturers and distributors. "They don't' have on-road tires, they don't have other lighting or turn signal equipment needed for on-highway."

The trade association has broadcast that message through public safety and awareness campaigns and training sessions. Plus, all ATVs carry warning labels instructing users to never operate ATVs on public roads or paved surfaces, citing possible collision with other vehicles and handling problems.

Still, ATVs are often seen sharing the road with cars and trucks in cities, towns and counties across the country.

A Scripps News' analysis of the latest CPSC data found 1,243 fatal crashes involving ATVs on public roads in a five-year period from 2009 to 2013. Of those public road fatalities, 852, or 68

percent, occurred on paved public roads. In comparison, there were 999 fatal off-road ATV crashes over the same five-year period.

"There are just too many accidents," cautions Bob Adler, a commissioner with CPSC, the federal agency tasked with ensuring ATVs are safe. "These things are simply not designed to be ridden on paved and public roads."

ATVs come in various sizes and styles designed for adults or children. The most popular are the four-wheelers. The vehicles are specifically designed and built for use on off-road terrains such as trails, ATV parks and farms. But, Adler says, they have a high center of gravity and a narrow wheelbase that prevents them from being easily controlled on paved roads.

The concerns cited above have not changed and are supported by similar articles and data below:

- Traffic fatalities related to on-road all-terrain vehicles (ATVs) represented 1 percent of total motor vehicle traffic fatalities each year from 2004 to 2013. The yearly ATV-related fatality counts from 2004 to 2013 ranged from a low of 307 in 2012 to a high of 381 in 2008.
 NHTSA 2015
- The majority of ATV occupant fatalities (operators and passengers) were 15 to 24 years old.
 NHTSA 2015
- 2,895 (86%) were killed in rural areas, **443 (13%) were killed in urban areas**, and 22 (1%) were killed in unknown areas. *NHTSA 2015*
- The majority of accidents and injuries are caused by misuse of the ATV. Ninety-two percent of ATV-related fatalities involve behaviors that the Industry warns against in its rider education programs, in all literature and on vehicle labels. These behaviors include children riding adultsized ATVs, operating on paved roads, operating without a helmet or other protective safety gear, carrying passengers on single-rider ATVs and operating under the influence of alcohol. SVIA 2014
- ATVs are designed, manufactured and sold for off-road use only. On-road vehicles must be
 manufactured and certified to comply with U.S. Department of Transportation Federal Motor
 Vehicle Safety Standards (FMVSS). These safety standards consist of extensive and detailed
 compliance requirements. Since ATVs are not intended to be used on-road, they are not
 designed, equipped or tested to meet such standards. Permitting on-road use of ATVs, including
 modified ATVs, would be in conflict with manufacturers' intentions for their proper use, and
 would be contrary to federal safety requirements. SVIA 2014
- ATV fatalities occurring on public roads comprise a significant portion of total ATV-related fatalities, as reported by the Consumer Product Safety Commission. If ATVs could be kept off of public roads, as urged by SVIA and as contained in our Model State ATV Legislation, a large percentage of ATV-related injuries and deaths would be prevented. SVIA 2014

- Similar to ATVs, a majority of the SxS crashes were rollovers. The CPSC in their analysis of
 collected ROV incidents found that about two-thirds of the cases, including about 90% of those
 severely injured were in a lateral rollover [1]. Of those for which the terrain was known, just
 over half occurred on flat terrain MDPI 2016
- Although SxSs are designed for off-road use only, over half of the ROV crashes in our study
 occurred on roadways. Interestingly, only one in five SxS crashes on roadways involved another
 motorized vehicle. Studies on ATV crashes have found that over two-thirds of fatalities and
 three-fourths of injuries on roadways do not involve another motorized vehicle. MDPI 2016
- As clearly stated by the manufacturer, SxSs are not designed for roadway use. Whereas automobile tires are made to continually grip and release roadway surfaces, SxS tires are designed to grab off-road terrain and can unpredictably interact with roadway surfaces. Exacerbated by higher roadway speeds, the tires may unevenly grab the road, especially after hitting bumps or ruts on unpaved surfaces, leading to loss of control. Although our data source did not provide information on roadway type, a previous study on ATVs found that riding on both paved and unpaved roads represented increased risk. MDPI 2016



HASTINGS POLICE DEPARTMENT

101 4th Street East • Hastings, MN 55033-1944 (651) 480-2300 • FAX: (651) 437-1206 • EMAIL: HPD@hastingsmn.gov

January 29, 2020

Mr. Jacob Dohmen 110 Frazier Street Hastings, MN 55033

Dear Mr. Dohmen,

On November 4, 2019, you approached the City Council and asked that they consider allowing ATV's on city streets, similar to what is permitted for those with disabilities. Council referred this to the Public Safety Advisory Commission (PSAC) for review. At the conclusion of the November PSAC meeting, the Commission directed me to provide research data on ATV's on public roadways. My findings were shared with PSAC during their January 16, 2020 meeting. As a result, the Commission unanimously recommended no changes to the existing ordinance. This recommendation is expected to be approved as part of the Consent Agenda at the February 3, 2020 City Council Meeting.

If you have further questions or would like to discuss the matter, please feel free to contact me.

Sincerely,

Chief Bryan D. Schafer

Hastings Police Department



FLUEGEL LAW FIRM P.A.

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

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

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

To:

Honorable Mayor and City Council

From:

Daniel J. Fluegel, City Attorney

Date:

January 30, 2020

Item:

Agreement Regarding Sewer and Water Service Lines and Waiver of Procedural

Irregularity and Assessment Appeal-

Glendale Heights 3rd Addition

Council Action Requested.

The City Council is requested to approve the enclosed Agreement Regarding Sewer and Water Service Lines and Waiver of Procedural Irregularity and Assessment Appeal.

Background Information.

Kimberly Lemons is the owner of a residential parcel in the re-platted Glendale Heights 3rd Addition located generally at 2433 Rushmore Road in the City of Hastings. As part of the re-plat, smaller lots were reconfigured into larger lots. The lots were originally platted with the belief that townhomes would be constructed on the parcels but as a result of current housing market demand, developer desired to create larger lots on which single family homes would be constructed.

As a condition of the plat approval, property owners constructing homes on the lots are required to cap the unused sewer service line servicing the parcel and to combine the unused water service line with the water service line for one of the resulting parcels. The property owner is also required to enter into an agreement whereby they would agree to undertake any work, at their expense, necessary in the future to repair or modify the unused water and sewer service lines and if they failed to undertake that work at their expense, the City would be able to undertake the work and assess the cost against one of the resulting parcels. The enclosed agreement imposes those obligations on the property owner.

Financial Impact.

There should be no financial impact to the City unless some repair or reconstruction work is required in the future and the property owners refuse to undertake that work, in which case, the City would undertake that work and assess those costs against the property.

Attachments.

Agreement Regarding Sewer and Water Service Lines and Waiver of Procedural Irregularity and Assessment Appeal.

DAN/ksk

AGREEMENT REGARDING SEWER AND WATER SERVICE LINES, WAIVER OF PROCEDURAL IRREGULARITY AND ASSESSMENT APPEAL

THIS AGREEMENT, is made this ______ day of _________, 2020, between the City of Hastings, a Minnesota Municipal Corporation (hereinafter referred to as "City") having a principle address of 101 East 4th Street, Hastings, Minnesota, 55033, and Kimberly Lemons (hereinafter referred to as "Owner") having a principle address of 10389 Kimberly Court, Cottage Grove, Minnesota 55016.

RECITALS

WHEREAS, Owner is the owner of the real estate located at generally at 2433 Rushmore Road, Hastings, Minnesota 55033 and legally described on the attached Exhibit A ("Owner's Property").

whereas, Owner's Property and the surrounding residential development was platted and sewer and water service lines were installed contemplating the construction of townhomes or similar such that one set of sewer and water service lines were installed to service each of Lot 28 and Lot 29 comprising the Owner's Property. Owner plans to develop Owner's Property with one single family home rather than two residential structures thereon;

WHEREAS, Hastings City Code allows the City to impose reasonable conditions upon approval of a subdivision plat;

WHEREAS, the existing water and sewer utility service lines were designed and installed to service two residential structures on Owner's Property;

WHEREAS, to accommodate Owner's plans for development of Owner's Property and the construction of one, rather than two, residential structures thereon, Owner is required to install water tight caps on the end of the unused sanitary sewer service in the boulevard and Owner will connect and combine the unused water service line with the primary water service line behind the curb valve servicing the residential structure;

WHEREAS, municipal regulations provide that: (1) all owners, platters and developers are responsible for complying with City utility requirements; (2) property owners served by water and sewer utilities are responsible for installation and maintenance of all lateral sewer and water facilities from the water and sewer mains which are owned by the City; and (3) all costs related to connection of sanitary sewer service and water service to the property must be paid by the property owners;

WHEREAS, the process of capping the end of the unused sanitary sewer service line and connecting and combining the unused water service line to the primary water service line behind the curb valve may, potentially, lead to conditions requiring corrective action in the future which may include, but are not limited to, leaking pipes, surface settlement resulting from broken pipes, or interference with other construction projects;

WHEREAS, the City has approved Owner's application for construction of one single family home on Owner's Property subject to certain conditions, including the following:

(1) Owner's agreement, on behalf of herself, her successors and assigns, to repair, at her cost, any damage to the sanitary sewer and water service lines and any damage caused by the unused sanitary sewer and water service lines and to indemnify and hold harmless the City for any resulting damage or claims, and upon Owner's failure to perform in a timely

manner, Owner's agreement that the City may complete the necessary work and assess the cost of any such work against the parcels, as provided in this agreement; and

WHEREAS, Owner understands that the conditions and potential problems which may result from the unused sanitary sewer and water service lines remaining connected and in place are not certain, and cannot be fully identified or described with certainty, but Owner, on behalf of herself and her successors and assigns, desires to assume all future responsibility and costs of repairing or otherwise correcting such conditions and resulting damage.

NOW THEREFORE IN CONSIDERATION of the City's willingness to approve the Owner's application for building approval, the parties make the following agreement:

- 1. Owner hereby confirms the parcel identification number (PIN) assigned by Dakota County to the tax parcel comprising all of Owner's property is 19-29702-02-291.
- 2. Owner shall cause a water tight cap/plug to be installed on the end of the unused sanitary sewer service in the boulevard and shall connect the unused water service line to the primary water service line which will service the residential structure, behind the curb valve; all as depicted on the attached Exhibit A. All such installation shall be completed in a good and workman like manner approved by the City. Both curb stop valves shall remain in place on the water service lines. The connections between water services shall be on the house side of the curb stops using a City approved and plumbing code compliant 1"x1"x1" fitting. Owner may use Pex or a plumbing code equivalent from the fitting to the residential structure. Prior to backfilling the trench where such work is completed, Owner and her contractor shall provide City an opportunity to inspect and approve the installation.
- 3. Upon written demand by City identifying repairs to the unused sanitary sewer or the interconnected water service lines deemed necessary, in the sole discretion of the Public Works

Director for the City of Hastings, Owner, or her successors and assigns as to Owner's Property shall at her costs repair the unused sanitary sewer service lines or the water service lines, as the case may be, and after undertaking such work, shall reasonably restore any disturbed areas to their original conditions. If Owner, her successors or assigns as to Owner's Property fail to perform as required herein, City may undertake all work necessary to repair the unused sanitary sewer service lines or the unused water service lines, as the case may be, and Owner, her successors or assigns as to Owner's Property shall immediately reimburse the City for all costs incurred.

- 4. If Owner, her successors or assigns as to Owner's Property fails to timely reimburse City for all such costs, Owner, for herself, her successors and assigns as to Owner's Property agrees to have Owner's Property assessed for the full amount expended by City to repair the unused sanitary sewer lines or the water service lines, as the case may be, and to restore the area to its original condition. The exact amount of this assessment is unknown at this time but will be determined by the City in its reasonable discretion.
- 5. If the full amount expended by City to repair the sanitary sewer line or water service line and to restore the area to its original condition is \$10,000.00 or less, any assessments shall be paid over a period of five years but if the amount to be assessed is over \$10,000.00, the assessment shall be paid over a ten year period. In addition, interest shall accrue on the unpaid assessment at a rate equal to the interest rate applied by the City of Hastings for other assessments in the year the work is performed. If no such assessments are certified for other properties in the City of Hastings during that year, the interest rate shall be equal to the interest rate imposed on the most recent assessment certified by the City of Hastings. Owner, for herself, her successors and assigns as to Owner's Property agrees that City can assess an additional \$5.00

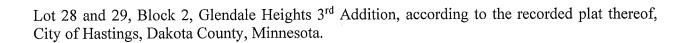
per year (\$25.00 for a five-year assessment period or \$50.00 for a ten year assessment) which represents the annual assessment fee imposed by Dakota County for this assessment.

- 6. Owner, for herself, her successors and assigns as to Owner's Property agrees that City can certify this assessment to Dakota County for collection with the real estate taxes without the necessity of the City complying with any of the procedural or notice requirements outlined in Minnesota Statutes Chapter 429, or amendments thereto.
- 7. In further consideration of City granting subdivision approval, Owner, for herself, her successors and assigns as to Owner's Property, grants to City, a perpetual easement over and across any portion of Owner's Property wherein the unused water and sanitary service lines may be located, and ten (10) feet on either side thereof, for the sole purpose of accessing the unused water and service lines in the event removal, repair or replacement of such lines becomes necessary pursuant to the terms of this agreement.
- 8. In further consideration of City granting subdivision approval, Owner, for herself, her successors and assigns as to Owner's Property also agrees to waive any right to appeal the amount assessed against Owner's Property for these repair costs, whether the basis for the appeal is that the assessment exceeds the benefits to Owner's Property or on any other basis whatsoever.
- 9. Where reference is made herein to Owner, reference shall be to Owner, her successors and assigns as to Owner's Property, and the rights and obligations hereunder shall run with the land and shall burden Owner's Property, and all subsequent owners thereof.
- 10. Owner shall indemnify and hold harmless City for any damages or claims resulting from the unused sanitary sewer lines and the combined water service lines remaining connected and in place pursuant to this agreement.

11. Owner further agrees, on behalf of her s	successors and assigns, that Owner's Property
shall not be further subdivided, and shall foreve	r remain one single lot and tax parcel, unless
such subdivision is approved by the written con-	sent and approval of the City. This covenant
shall run with the land in perpetuity and shall	burden Owner's Property and all subsequent
owners thereof, and shall benefit the City. The C	ity may enforce the provisions of this covenant
in any manner allowed by law or equity, including	g by containing injunctive relief.
The City and Owner enter and sign this agreeme and acknowledge they have had sufficient opport	
their choosing.	
Dated:, 2020	CITY OF HASTINGS, A Minnesota Municipal Corporation
(SEAL)	By:By:By:By:By:By:By:By:By:By:By:By:By:
ACKNOWLI	
STATE OF MINNESOTA)	
COUNTY OF DAKOTA)	
The foregoing instrument was acknowledged before 2020, by Mary D. Fasbender and Julie A. Flat Hastings, a Minnesota Municipal Corporation.	ore me this day of, ten, the Mayor and City Clerk of the City of
	Notary Public

Dated:, 2020	OWNER
	By:Kimberly Lemons
ACKNOWLE	DGMENT
STATE OF MINNESOTA)	
OUNTY OF DAKOTA)	
The foregoing instrument was acknowledged befor 2020 by Kimberly Lemons, Owner.	re me this day of,
	Notary Public

EXHIBIT A LEGAL DESCRIPTION



THIS INSTRUMENT DRAFTED BY AND RETURN TO: FLUEGEL LAW FIRM P.A.

999 Westview Drive, Suite #1 Hastings, MN 55033 651-438-9777 (DAN/ksk)



City Council Memorandum

To: Mayor Fasbender & City Councilmembers

From: Justin Fortney, City Planner

Date: February 3, 2020

Item: 2nd Reading\ Public Hearing: City Code Amendment 155.01, Rezoning and

Comprehensive Plan Amendment - Shepherd of the Valley Lutheran Church of

Hastings (1450 4th Street West)

Council Action Requested:

Consider 2nd Reading and hold a public hearing for the following requests:

- Amendment to Hastings City Code Chapter 155.01 Zoning Code-Zoning Map to rezone the eastern two acres of the parcel located at 1450 4th Street West from R-1, Low Density Residence to R-3, Medium-High Density Residence
- Comprehensive Plan Amendment to re-designate the entire parcel from Institutional to Medium Density Residential. (this action is required to rezone property, which would be inconsistent with our comprehensive plan.)

Approvals require a simple majority of the City Council.

Background Information:

See the attached Planning Commission staff report for a complete background of the request.

Financial Impact:

Site development or even a sale would place property on the tax roll.

Advisory Commission Discussion:

At the January 13, 2020 Planning Commission meeting, the applicant amended the request to only apply for rezoning of the east half of the parcel. The Planning Commission voted 6-1 (Martin opposed) to recommend approval of the amended request with much discussion. Commissioner Martin stated the rezoning request should come from a developer with a plan for what is intended for construction. Commission Chair Johnson stated the rezoning request is in line with all of the surrounding zoning. He added that this request is only for rezoning and that future development will require another public hearing and review process. He mentioned that details related to drainage, lot sizes, access, and buildings would be reviewed at that time in detail.

During the public hearing, several residents spoke of concerns that a four-story high rise could possibly be built on the property if rezoned. This is may be due to the nature of their own development, which is zoned R-3 **PRD**. Their developer and the city agreed to develop a mix of single-family, townhomes, and apartment/ condos with an overall

density to R-3 standards, but in a PRD (Planned Residential Development) they may spread that density into different concentrations. There were many townhomes, constructed, but also low-density single-family homes, which allowed a density credit for development of two apartment/ condo sites. After townhomes and single-family homes were built, a large four-story condo was constructed in 2005, as planned, but was never shared with home buyers. This had a caused a great deal of angst among area residents.

It was explained several times at the meeting that the applicant's proposed rezoning of R-3 would not be allowed the density for a high-rise building.

Council Committee Discussion:

 $N \setminus A$

Attachments:

- Resolution Comprehensive Plan Amendment
- Ordinance Amendment Zoning Map Change
- Planning Commission Memo January 13, 2020
- Planning Commission Meeting Recap January 13, 2020

HASTINGS CITY COUNCIL

RESOLUTION	NO
	THE CITY OF HASTINGS AMENDING THE CITY COMPREHENSIVE PLAN
Councilmemberand moved its adoption:	introduced the following Resolution
petitioned for an amendment to Figure 2.5,	wner of the property described below, has Planned Land Use of the City of Hastings 2030 at the following property be re-guided from Itial":
Lot 1, Block 1 Schumacher 3 rd Addition, Dak	cota County, Minnesota
WHEREAS, the proposed change is of the area; and	consistent with the medium density nature of
WHEREAS, On January 13, 2020 the approval of the amendment as presented; a	Hastings Planning Commission recommended and
WHEREAS, The City Council has recommendation of the Planning Commissi	eviewed the request and concurs with the on.
NOW THEREFORE BE IT RESOLVE HASTINGS AS FOLLOWS:	D BY THE CITY COUNCIL OF THE CITY OF
That the City Council hereby approves the subject to the following conditions:	amendment as presented to the City Council
1. Approval by Metropolitan Council.	
	_ moved a second to this resolution and upon
being put to a vote adopted by those prese	nt.

IX-01 & X-B-01 & X-B-02

Adopted by the Hastings City Council on February 3, 2020, by the following vote:	
Ayes: Nays: Absent:	
ATTEST: Mary Fasbender, Mayo	 r
Julie Flaten, City Clerk	
(City Seal)	
I HEREBY CERTIFY that the above is a true and correct copy of resolution pre adopted by the City of Hastings, County of Dakota, Minnesota, on the 3 rd da 2020, as disclosed by the records of the City of Hastings on file and of records	y of February,
Julie Flaten, City Clerk	in the office.
This instrument drafted by: City of Hastings (JJF) 101 4th St. E. Hastings, MN 55033	

ORDINANCE NO. 2020, THIRD SERIES
AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING SECTION 155.01, ZONING CODE OF THE CITY CODE HAVING TO DO WITH:
OFFICIAL ZONING MAP
BE IT ORDAINED by the City Council of the City of Hastings that approximately 2 acres of property generally located at the northwest Corner of 4 th Street West and Whispering Lane, legally described as follows, is rezoned from R-1 – Low Density Residence to R-3 – Medium-High Density Residence, subject to approval of the concurrent Comprehensive Plan Amendment by Metropolitan Council:
That portion of Lot 1, Block 1, SCHUMACHER 3RD ADDITION, Dakota County Minnesota located east of the following described line: Commencing at the southeast corner of said Lot 1; thence South 89 degrees 43 minutes 53 seconds West, assumed bearing, along the southern property line of said Lot 1 a distance of 371.80 feet to the point of beginning of the line to be described; thence North 00 degrees 09 minutes 57 seconds West, assumed bearing, to the intersection of the northern property line of said Lot 1, thence terminating.
EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law and/or charter.
ADOPTED by the Hastings City Council on this 3 rd day of February, 2020.
Mary Fasbender, Mayor ATTEST:
Julie Flaten, City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of an ordinance presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 3rd day of February, 2020, 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 (JJF) 101 4th St. East Hastings, MN 55033



Planning Commission Memorandum

To: Planning Commission

From: Justin Fortney, City Planner

Date: January 13, 2020 -**Updated request amended to only rezone the eastern half Item:** Comprehensive Plan Amendment and Rezoning R-1 to R-3 – 1450 4th Street West

Planning Commission Action Requested:

Hold a public hearing and review a request to rezone property from R-1, Low Density Residence to R-3, Medium-High Density Residence. The Planning Commission is asked to make a recommendation to the City Council on both items.

Background Information:

After rezoning the entire site, the applicant (Shepard of the Valley Lutheran Church), intends to sell the eastern two acres to a land developer for the development of townhomes that are consistent with the surrounding area. The applicant's concept plan illustrates what could be developed on the site. However, there are any number of products and configurations besides the applicant's general concept plan.

When approached by the applicants for direction on the proposal to sell some of their land, staff commented that it may be prudent to locate a potential developer prior to rezoning. The applicant found that developers did not want to consider the purchase until that land was rezoned.

The applicant originally requested the entire site to be rezoned to R-3 to provide design flexibility to a developer as the exact extent of land to be sold could vary slightly due to a developer's proposal. The applicant has stated: They have no intension to discontinue church operations and even if that were to become a future reality, the highest and best use of the lot and building is as a church and not townhomes, so full redevelopment is not our purpose or secondary option.

The applicant amended the application to leave the church zoned R-1. Doing so may require a future rezoning request if a potential developer sought some additional property beyond what is proposed for sale to make their development fit the site.

The use of a church fits just as well in the R-3 as an R-1 zoning district.

Comprehensive Plan Classification

The property is guided as Institutional in the 2030 Comprehensive Plan. Although churches are allowed in virtually all zoning districts, they fit best into the institutional district. A few years ago, the applicant applied for a rezoning to PI - Public Institutional.

This was to facilitate a secondary use of the site as a fitness center. The rezoning was denied and the fitness center proposal was modified to fit as an allowed accessory use. Reasons for the rezoning denial may have been related to neighborhood concerns of an intensely used fitness center or other possible uses allowed in the PI district (government buildings, hospitals, education facilities, community gymnasiums and fitness centers)

The surrounding area is guided as medium density residential. Although the site is guided as Institutional, it is reasonable to amend the guided use of the entire parcel consistent with the surrounding area. Additionally, since the neighborhood and City Council had concerns with the site being zoned Public Institutional, as currently guided, re-guiding the entire site including the church to Medium Density may be more in line with our actions and visions for the property.

Zoning Classification

The property is currently zoned R-1, Low Density Residence, which allows single-family homes, schools, parks, and churches. This low-density designation is not consistent with the residential density of the area and likely not a prime site for large lot single family development, due to the surrounding townhome developments and location.

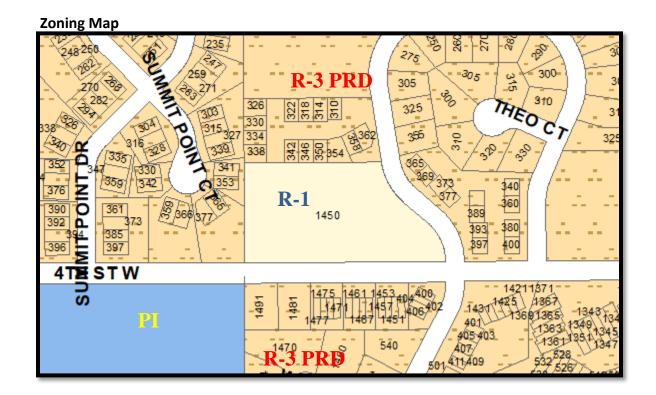
If the property were rezoned to R3, Medium-High Density Residence, essentially the same uses would be allowed, but with higher density, including multi-family dwellings. The zoning ordinance would allow up to 17 townhomes on two acres. This density would likely not be achievable due to the shape of the site, necessary road(s) and stormwater requirements. Based on their concept plan and area developments, they could likely fit between 10 and 14 homes. The current R-1 zoning would allow half as many homes.

Adjacent Zoning and Land Use

The following land uses abut the property:

Direction	Use	Comp Plan District	Zoning District
North	Townhomes	High Density	R-3 PRD
East	Townhomes	Medium Density	R-3 PRD
South	Townhomes	Medium Density	R-3 PRD
West	Townhomes	Medium Density	R-3 PRD

The surrounding properties are zoned R-3 PRD (Planned Residential Development), which allows the same density as the applicant's proposal of R-3, but with one important difference. In an R-3 PRD district, the density of R-3 may be concentrated into high-density in some areas and low-density in others, as long as the overall density is medium. This is why some areas of the surrounding R-3 PRD neighborhood have townhomes, single-family homes, and multi-family four-story buildings.



Notice

Property owners within 350-feet were notified of the proposed rezoning. Staff received the attached letter and a couple phone calls for clarification on the request. Several neighbors spoke in opposition at the meeting.

Recommended Action:

Staff finds no issues with amending the future land use plan to medium density for the entire parcel and rezoning the eastern half to R-3. All abutting properties are zoned and developed consistent with the request. The zoning of the church has no impact on its current use.

Attachments:

- Site Photos
- Aerial Map
- Comprehensive Plan Future Land Use Map Section
- Draft Concept Proposal

IX-01 & X-B-01 & X-B-02

Site Photos



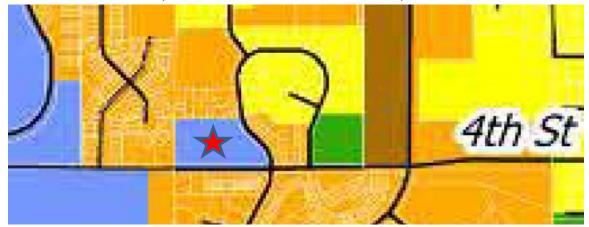


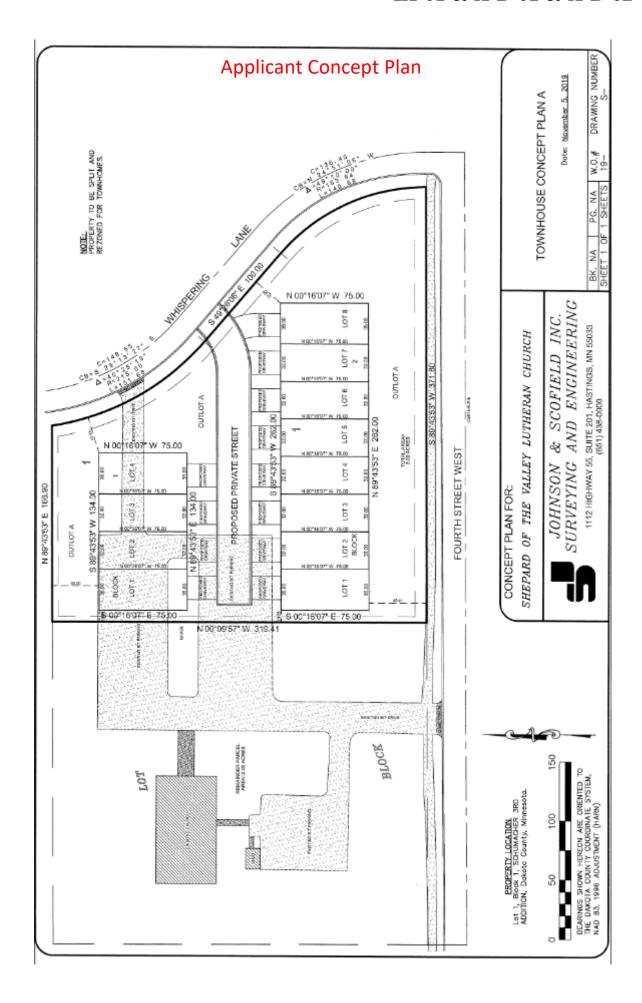


Aerial Map



Comprehensive Plan Future Land Use Map Section





IX-01 & X-B-01 & X-B-02

Letter from Neighbor

Sent: Friday, January 3, 2020 12:10 PM To: mayormary@hastingsmn.gov

Subject: The January 13, 2020 Hastings Planning Commission Meeting

You Honor Mayor Fasbender,

I am writing to express my concern about a proposed rezoning meeting from R1 to R3 for 1450 West 4th Street. to be held January 13, 2020 by the Hastings Planning Commission Meeting.

R2 would be a more appropriate change.

R2 permits townhomes and and multi-residential development.

The proposed change is apparently a repeat of a previous attempt by Shepherd of the Valley to rezone the church building for commercial use.

An underlying motive for an R3 rezoning, Shepherd of the Valley would be allowed to replace the Church building with a commercial

multi-story building on the remaining 2.5 acres. That concept is contrary to the nature of the area's 2 story structures (with one exception.)

My concern is based upon the previous attempts to commercially rezone by Shepherd of the Valley, previous hostile actions of Shepherd of the Valley

to purge their congregation, and the previous approval by the the Hastings Planning Commission to allow a dental office to be

built in a drainage ditch at Pleasant and Hwy. 55, when there are still out lot available on higher ground.

Sincerely,

Robert Wellemeyer 365 Summit Point Court Hastings, MN 55033



City Council Memorandum

To: Mayor Fasbender & City Councilmembers From: Chris Jenkins, Parks & Recreation Director

Date: January 29, 2020

Item: Joint Powers Agreement

Council Action Requested: Approve Joint Powers Agreement with Dakota County for Mississippi River Regional Trail Reconstruction Project.

Background Information: A roughly 3-mile segment of the Hastings trail system is also identified as the Mississippi River Regional Trail, generally located along County Hwy 42 and the Mississippi River in the northwest corner of Hastings. This segment of trail connects the Hastings Trail System to Dakota County's Regional Trail System and to South Washington County's Regional Trail System. It is a vital link for recreation and tourism.

City and County staff identified a need for trail improvements within this trail segment and have worked through the necessary steps to identify and secure funding to complete a trail reconstruction project of approximately 3,300 feet, as well as complete crack repairs as needed.

The attached Joint Powers Agreement allows the County to provide \$216,700.00 to be used specifically for this trail reconstruction and crack repair project. The JPA requires the City to hire the contractor(s) and lead the project(s), and the JPA stipulates a transfer of jurisdiction, maintenance, use, and operations from the City to the County after completion of the reconstruction project and crack repairs.

The transfer of jurisdiction is beneficial to the City of Hastings, the Residents of Hastings, Dakota County, and all those who use or will use the trail. Ultimately the jurisdiction transfer allows Dakota County to assume repair and maintenance responsibilities, allows signage and amenity installation, and allows for future improvement projects to be led by Dakota County on this section of Regional Trail.

This JPA also sets the stage for an upcoming Supplemental Maintenance Agreement. This SMA is currently being developed, and will be finalized shortly before, or directly after the reconstruction project is completed.

Dakota County has a few options to consider when developing the SMA for the routine maintenance of the trail and corridor. They can choose to maintain it with Dakota County staff and resources, they can choose to hire a private contractor or they can choose to hire the City of Hastings to complete the routine maintenance. With any of the above scenarios, the standards of routine maintenance will be the same. Further, Dakota County staff have suggested they are open to discussing the preferred option with the City of Hastings prior to finalizing the Supplemental Maintenance Agreement. Staff will return to the City Council for input once the proposed SMA has been fully developed, costs have been evaluated, and options have been vetted at a staff level.

Financial Impact: The reconstruction project and crack repairs will be completed via reimbursement from the County. P&R Staff will work closely with Finance Staff to ensure all costs are allocated accurately and reimbursement requests are submitted on a timely schedule. There is no overall budget impact to the City for these projects, however some staff time will be required to solicit and manage contractors and the project overall.

Advisory Commission Discussion: None

Council Committee Discussion: None

Attachments:

Joint Powers Agreement

JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF HASTINGS FOR COST SHARING OF REGIONAL TRAIL IMPROVEMENTS AND RECONSTRUCTION

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County (County) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Hastings (City) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the "Parties"); and

WHEREAS, the Parties are desirous of entering into this Agreement so that the County and the City may share the actual construction costs for trail improvements and trail reconstruction, improvement, widening, and construction of 3,300 feet of the Mississippi River Regional Trail to Hastings ("Project"); and

WHEREAS, the Parties anticipate that the 3,300 feet of the Mississippi River Regional Trail ("Trail") will be incorporated into a regional trail system leading to points of interest outside the City; and

WHEREAS, as part of incorporation of the Trail into a regional trail system, it is mutually desirable to transfer jurisdiction, maintenance, use, and operations to the County.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement ("Agreement"), the Parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1 Purpose

The purpose of this Agreement is to provide cooperation and funding by the County to the City for actual construction costs of the Project and to define the responsibilities and obligations of the Parties for cost contribution and Project management. All funds provided by the County are to be used by the City solely for this purpose. The City shall use funds pursuant to this Agreement exclusively for the payment of actual construction costs as provided in this Agreement. The other purpose of this Agreement is to provide a procedure for transferring jurisdiction and power over maintenance, use, operation, repair, replacement, reconstruction, and installation of signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, and any other work directly related to the Trail to Dakota County.

ARTICLE 2 Parties

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks Department.

ARTICLE 3 Term

This Agreement shall be effective on the date of the signature (Effective Date) of the last party to sign this Agreement and expires on December 31, 2021 or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4 Cooperation

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 5 County's Payment Obligation

- 5.1. Contribution Amount. The County shall reimburse the City One Hundred Ninety-Seven Thousand Dollars and 00/100 (\$197,000.00), including a 10 percent contingency for a total amount not to exceed Two Hundred Sixteen Thousand Seven Hundred Dollars and 00/100 (\$216,700.00) for actual construction costs incurred for the paving, crack repair work, reconstruction, and widening of 3,300 feet of the Mississippi River Regional Trail to Hastings. The areas of construction, crack repair work, widening, and reconstruction are depicted and highlighted in magenta in Exhibit 1. In addition, crack repair work may occur within any area where the County will assume jurisdiction and operation as identified in Exhibit 1.
- 5.2. <u>Reimbursement by County</u>. After this Agreement has been executed by both parties, the City may claim reimbursement for costs in accordance with the Agreement.
 - A. The County will reimburse the City within forty-five (45) calendar days of the City's submission of invoices for actual construction costs to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by November 16, 2021. The City must certify that the requested reimbursements are accurate, appropriate and that such expenditures have not been otherwise reimbursed. If the invoice is incorrect, defective, or otherwise improper, the County will notify City within ten (10) calendar days of receiving the incorrect invoice. Upon receiving the corrected invoice from City, the County will make payment within forty-five (45) calendar days.
 - B. <u>Actual Construction Costs</u>. Any net increase in actual construction costs exceeding \$216,700.00 shall not affect or increase the County's contribution amounts. The County's contribution amounts shall not exceed the limits set forth herein, regardless of net increases in the estimated or actual costs of the trail reconstruction.

- C. <u>Right to Refuse Payment</u>. The County may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- D. <u>Change Orders and Supplemental Agreements</u>. Any change orders or supplemental agreements that affect the Project cost, scope or cost participation must be approved by the Authorized Representatives of both Parties prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

ARTICLE 6 City's Obligations

- 6.1. Construction. The City, or its agents or contractors, shall reconstruct, improve, and widen 3,300 feet of existing eight-foot-wide trail segments to ten feet. Exhibit 1 further identifies and describes this area, which is highlighted in magenta. Notwithstanding anything herein to the contrary, the City may use funds provided through this Agreement for crack repair work within any area where the County will assume jurisdiction and operation. The City will lead the work, utilizing a contractor and shall be responsible for awarding contracts for the construction of said trail. The City will provide project design and management. Project bid, specifications, and completion shall be reviewed and approved by the County.
- 6.2. <u>Acknowledgement</u>. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 6.3. <u>Compliance with Laws/Standard</u>. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the work anticipated by this Project. The City or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
 - A. <u>Assignment</u>. Neither the City nor the County may assign nor transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
 - B. <u>Use of Contractors.</u> The City may engage contractors to perform activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the Project, the City agrees that the contract for such services, labor, or materials shall include the following provisions:

- (a) The contractor must maintain all records and provide all reporting as required by this Agreement;
- (b) The contractor must defend, indemnify, and hold harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused by any intentional or negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable;
- (c) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 2, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage;
- (d) The contractor must be an independent contractor for the purposes of completing the contracted work.
- (e) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor, but that the County is a third-party beneficiary of the contract.
- (f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- 6.4. <u>Future Plating</u>. If part of the Trail is located on property included in a plat map submitted for approval, including without limitation a submission for replatting or subdivision platting, the Trail shall be reflected and shown on the plat map. The City is responsible for fulfilling any condition precedent necessary to reflect or show the Trail on a plat map, including without limitation obtaining an easement.
- 6.5. <u>City Responsibility for Project Delivery</u>. The City will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The County will have no actual or implied legal responsibility to the City relating to the above obligations and responsibilities of the Project.
- 6.6. <u>Trail Maintenance</u>. The City is responsible for all Trail maintenance, use, operations, repairs, replacement, reconstruction, removal, or installation of signage, markings,

landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work. The County shall have no responsibility or liability related to Trail maintenance, use, operations, repairs, replacement, reconstruction, removal, or installation of signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work.

ARTICLE 7 Transfer of Jurisdiction

- 7.1. Upon completion of the Project, the City and the County shall execute a separate Agreement addressing maintenance and operation of the Trail ("Supplemental Maintenance Agreement"). Exhibit 1 further identifies and describes the segments of the trail that are subject to this Article 7. Execution of the Supplemental Maintenance Agreement is a condition precedent to the County accepting the Project and designating the Trail as a Regional Trail.
 - A. Pursuant to the Supplemental Maintenance Agreement, the County shall assume jurisdiction, and shall thereafter have the power to maintain, use, operate, repair, replace, reconstruct, remove, and install signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work directly arising from operation of the Trail. The County may hire contractors or County staff, or use volunteers, or pay another government unit to perform, provide, or supply the labor, materials, work, services (professional or otherwise), or products necessary or advisable to exercise its powers over the Trail.
 - B. Pursuant to the Supplemental Maintenance Agreement, the County shall have no responsibility for repairs, maintenance, use, operations, replacement, reconstruction, removal, or installation of signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work that does not arise from the ownership and operation of the Trail. This exception applies regardless of whether work occurs within the Trail or whether there is an incidental benefit to the Trail or the area surrounding the Trail.
- 7.2. At County's request, the City shall execute and obtain all documents or instruments that are necessary or advisable, as determined by the County, to convey the rights and permissions that will allow or facilitate the County to fulfill its obligations and responsibilities under the Supplemental Maintenance Agreement and exercise jurisdiction and control over the trail segments incorporated into the County's Regional Trail System. These may include, without limitation, deeds, licenses, waivers, consents, joint power agreements, easements, assignments, agreements, transfers, or permits. At its own expense, City shall procure all deeds, licenses, waivers, consents, joint power agreements, easements, assignments, agreements, transfers, or permits, or other rights as required by the County. The City shall furnish copies of the above to the County upon request.

ARTICLE 8 Indemnification and Insurance

- 8.1. Each party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or selfinsurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the work of the Project, City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds. City agrees to promptly provide County copies of any insurance policy related to this Agreement upon the County's request.
- 8.2. Notwithstanding anything herein to the contrary, to the greatest extent allowed by law, the City shall indemnify and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (e.g., reasonable attorney fees and costs and expenses), costs, settlement, judgment, demands, damage, lien, debt, liability, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, or disbursement arising from, attributable to, sustained, or incurred by Dakota County, or its officers, agents, and employees, which is attributable to City's, or City's agents', independent contractors', employees', or delegatees' performance of or failure to perform the City's obligations in Section 7.2.
 - A. <u>Construction and Survivorship</u>. The language in Section 8.2 shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary. This indemnity provision survives expiration or termination of this Contract.

ARTICLE 9 Reporting, Accounting and Auditing Requirements

9.1. Accounting Records. The City agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of six (6) years following the expiration of this Agreement. City agrees to promptly provide the County copies of any accounting records related to this Agreement upon the County's request.

- 9.2. Auditing. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
- 9.3. <u>Data Practices</u>. The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
- 9.4. <u>Authorized Representatives</u>. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

TO THE COUNTY: Matt Smith

County Manager 1590 Highway 55

Hastings, MN 55033-2372

Matt Smith, or his successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

TO THE CITY: Dan Wietecha

City Administrator 101 East 4th Street Hastings, MN 55033

In addition, notification to the County regarding termination of this Agreement by the other Party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

9.5. <u>Liaisons</u>. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing,

of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Steve Sullivan, Parks Director

Telephone: (952) 891-7088

Email: <u>Steve.Sullivan@co.dakota.mn.us</u>

City Liaison: Chris Jenkins, Parks & Recreation Director

Telephone: (651) 480-6176

Email: CJenkins@hastingsmn.gov

9.6. <u>Changes to Designated Liaisons or Authorized Representatives</u>. The Parties shall provide written notification to each other of any change to the designated liaison or authorized representative. Such written notification shall be effective to change the designated liaison or authorized representative under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 10 Modifications

Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 11 Termination

- 11.1. <u>In General</u>. Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.
- 11.2. Termination by Dakota County for Lack Of Funding. Notwithstanding any provision of this Agreement to the contrary, Dakota County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement or any contract or work orders of Invoices submitted. Written notice of termination sent by Dakota County to the City by facsimile is sufficient notice under this section. Dakota County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Dakota County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

ARTICLE 12 Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Dakota County, Minnesota.

ARTICLE 13 Merger

- 13.1. <u>Final Agreement</u>. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.
- 13.2. Exhibits 1 (including all Attachments or addenda) through and including Exhibit 2 are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Contract. By signing this Contract, the Parties affirm and acknowledge receipt of all the above Exhibits (including all Attachments or Addenda).

ARTICLE 14 Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

ARTICLE 15 Waiver

If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

ARTICLE 16 Relationship of the Parties

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall either of the Parties be considered or deemed to be an agent, representative or employee of the other party in the performance of this Agreement. Personnel of either of the Parties or other persons while engaging in the performance of this Agreement shall not be considered

employees of the other party and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

ARTICLE 17 Interpretation and Construction

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

ARTICLE 18 Survivorship

The following provisions under this Agreement shall survive after the termination or expiration of this Agreement: Article 6.2 (Acknowledgement); Article 7 (Transfer of Jurisdiction); Article 8 (Indemnification and Insurance); Article 9 (Reporting, Accounting and Auditing); Article 12 (Minnesota Law to Govern); Article 14 (Severability); Article 17 (Interpretation and Construction); and Article 18 (Survivorship).

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:	DAKOTA COUNTY
	By
Assistant County Attorney/Date	Matt Smith
KS-18-403	County Manager
	Date of Signature:
County Board Res. No	
	CITY OF HASTINGS
	Ву
	Mary Fasbender, Mayor
	Date of Signature:
	D ₁₇
	By Julie Flaten, City Clerk
	Date of Signature:
	Date of Signature.

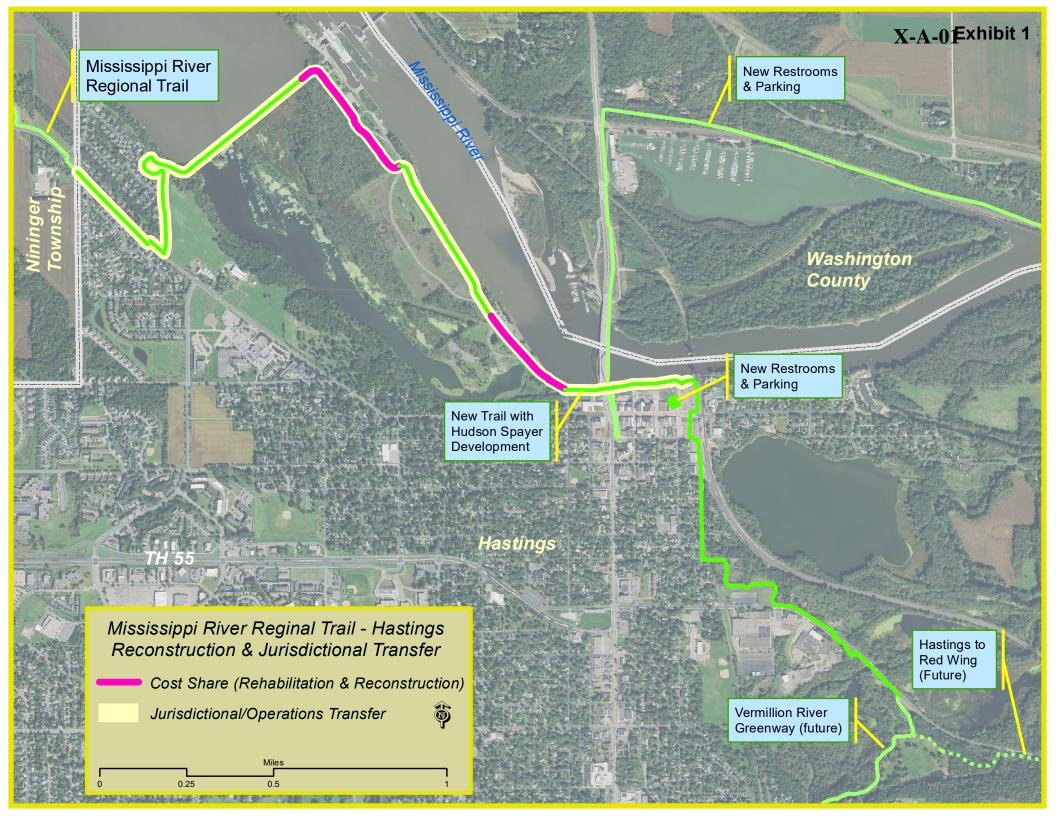


EXHIBIT 2 INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. <u>General Liability</u>.

 \boxtimes

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

3. <u>Professional Liability.</u> Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of
the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection
with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amoun
of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the
limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies)
shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within
the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor
vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

- 5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).
- Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.
- 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.
- 8. <u>Noncompliance</u>. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.
- 9. <u>Loss Information</u>. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.
- Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

K/CM/Exh/Insure-No-Prof-Liability-CM.doc Revised: 10/07



City Council Memorandum

To: Mayor Fasbender & City Councilmembers

From: Justin Fortney, City Planner

Date: February 3, 2020

Item: Tabled - Planning Committee of the Council Report - Keeping of Chickens

Council Action Requested:

Review and consider acting on the recommendation of the Council Planning Committee. The Council Planning Committee (Vaughan (chair), Balsanek, and Leifeld) recommend that the City Council direct staff to bring the attached draft ordinance through the public hearing process for consideration (2-1 – Vaughan opposed).

A simple majority of the Council is necessary for a recommendation.

Background Information:

The previous ordinance amendment allowing backyard chickens that failed to pass at the May 20, 2019 Council meeting was sent to the Council Planning Committee for review and to provide direction to the City Council.

The Planning Committee reviewed the failed amendment and made recommendations for a new proposal to go through the public hearing process. The discussion at the July 15th, 2019 Council meeting was tabled, to be brought back for discussion between December 2019 and February 2020.

Financial Impact: N\A

Advisory Commission Discussion:

The Planning Commission has not reviewed this draft ordinance, but had recommended approval of the previous draft (3-2).

Council Committee Discussion:

The Council Planning Committee reviewed the previous proposal and directed a series of changes at the June 6, 2019 Council Planning Committee meeting and directed staff to bring a clean version back to the Committee for review on July 9, 2019. The changes included staff review and approval of permits, removal of notification requirements as it was mentioned there is no opportunity for veto by neighbors, and removal of additional setbacks beyond those already required. The Committee in a 2-1 vote (Vaughan opposed), recommended that the City Council send this draft ordinance through the standard public hearing process including review by the Planning Commission and City Council.

Attachment: Draft Ordinance Amendment as directed by the Council Planning Committee on July 9, 2019

DRAFT - 7/9/2019 Planning Committee (clean version)

ORDINANCE NO. 2019-, THIRD SERIES

§ 155.07 APPLICATION OF DISTRICT REGULATIONS.

(I) Keeping of chickens.

- (1) *Purpose.* The purpose of this division is to provide a means, through the establishment of specific standards and procedures, by which chickens can be kept in areas that are principally not used for agricultural. It is recognized that the keeping of chickens is clearly incidental and subordinate to the primary use and will not be allowed to negatively affect the character, health, safety or general welfare of the surrounding area.
- (2) *Notice.* Consult your Home Owners Association if applicable, as they may prohibit the keeping of chickens or the improvements required by this ordinance to keep them. Pursuant to City Code Chapter § 91.33 Cruelty to Animals, no person shall torture, kill, neglect, injure or abandon any animal.
- (3) Regulations. The keeping of chickens requires approval of a zoning permit issued by the Planning Department. The following conditions are requirements of the permit:
 - (a) Allowed in specified zoning districts.
 - (b) No roosters permitted.
 - (c) Four chickens are allowed per parcel and an additional four per acre over the first acre.
 - (d) Confinement restrictions. Chickens must be kept and confined as follows:
 - (1) Fenced area to keep the chickens contained on the property at all times with a minimum area of 8 square feet per chicken;
 - (2) Feeders must not be accessible to rodents and wild birds;
 - (3) Food storage containers must be kept from access by rodents
 - (4) Sanitary conditions must be maintained;
 - (5) Fecal matter shall not accumulate in a manner that causes odor;
 - (6) Injury or annoyance to others. No chicken may be kept or raised in a manner as to cause injury or annoyance to persons or other animals on other property in the vicinity by reason of noise, odor or filth;
 - (7) Impounding chicken. Any chicken at large or in violation of this section may be impounded by the city, and after being impounded for 5 business days or more without being reclaimed by the owner, may be rehomed, sold, or humanely euthanized without notice. Failure to claim an impounded chicken may result in the revocation of the permit. A person reclaiming any impounded chicken shall pay the cost of impounding and keeping the same; and

- (e) Enclosure (coop) must be provided to protect chickens from the elements and predators. The required enclosure must meet the following requirements:
 - (1) Accessory building regulations under § 155.05(D);
 - (2) Completely covered, secured and with a solid floor; and
 - (3) Any device used for heating must be rated for that use and properly secured.
 - (4) The enclosure must provide at least four square feet per chicken.
- (f) The permit shall not run with the land and shall not be transferable.
- (g) Prior to issuing the permit, staff shall inspect the property to determine if all of the provisions of this section have been met.
- (h) permits shall be renewed every five years
- (i) Staff may revoke the permit if the conditions of this section are not followed or if unresolved nuisances arise.
- (j) Zoning permit and renewal fees shall be paid to the city prior to acceptance of the zoning permit application. The license fee shall be established by ordinance (Currently \$75). (Prior Code, § 10.14) (Am. Ord. 2007-05, 3rd Series, passed 9-4-2007; Am. Ord. 2008-6, 3rd Series, passed 3-17-2008; Am. Ord. 2009-08, 3rd Series, passed 9-21-2009; Am. Ord. 2010-08, 3rd Series, Passed 6-21-2010) Penalty, see § 10.99

§ 155.22 R-1 LOW DENSITY RESIDENCE.

- (B) Uses Permitted
 - (8) Keeping chickens pursuant to 155.07. (This automatically carries to R-1L and R-2)
- § 155.24 R-3 MEDIUM HIGH DENSITY RESIDENCE.
- (B) Uses Permitted
 - (6) Keeping chickens pursuant to 155.07.



FLUEGEL LAW FIRM P.A.

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

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

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

To:

Honorable Mayor and City Council

From:

Daniel J. Fluegel, City Attorney

Date:

January 29, 2020

Re:

Settlement Agreement – Greg J Homes of Hastings, Inc. vs. City of Hastings

Council Action Requested.

Approve the Mediated Settlement Agreement in the lawsuit initiated by Greg J Homes of Hastings, Inc. against the City of Hastings relating to the South Oaks of Hastings 4th Addition.

Background Information.

On February 6, 2017, the City approved the preliminary and final plat of South Oaks of Hastings 4th Addition by Resolution No. 02-06-17. The plat as proposed and approved provided for on-site infiltration of stormwater as required by the City's stormwater management ordinance. Subsequent to the plat approval, Greg J Homes of Hastings, Inc. as the applicant sought approval to utilize an adjacent off-site regional pond for infiltration of stormwater generated from the South Oaks of Hastings 4th Addition development. A dispute arose as to whether the developer should be allowed to utilize the regional pond for infiltration of stormwater generated from the development and if so, whether the developer should be obligated to contribute to improvement costs for the regional pond needed as a result of erosion that had occurred since the pond was constructed. The final plat of South Oaks of Hastings 4th Addition was not recorded within 1 year after final approval and based on the sunset provisions contained in the resolution approving the plat, the approval became null and void. Greg J Homes of Hastings, Inc. initiated a lawsuit on or about August 8, 2019 and the League of Minnesota Cities insurance trust appointed litigation counsel to represent the City in the lawsuit.

On January 27, 2020 City Staff together with the City's litigation counsel attended mediation with Greg J Homes of Hastings, Inc. and their attorneys in an effort to resolve the dispute. At mediation the parties reached a tentative settlement agreement, subject to approval by the Hastings City Council. The terms of the settlement are generally as follows:

- ➤ The developer shall file a new application for approval of preliminary and final plat of South Oaks of Hastings 4th Addition in compliance with all city and state regulations. This application shall be the same as the application previously approved by the City pursuant to Resolution No. 02-06-17. The developer shall pay all application and escrow fees as normally required with a plat application.
- > The developer shall pay previously charged escrow fees of \$7,829.50 within 15 days of final approval of this settlement agreement by the Hastings City Council. Those escrow

- fees were outstanding from the original plat application of South Oaks of Hastings 4th Addition and subsequent work by City Staff and vendors relating to the request to utilize the regional pond referenced above.
- ➤ The City will not seek to charge the developer for any pond remediation including costs or expenses of erosion problems of the pond located Northwest of Bohlken Drive, that exists as of January 27, 2020.
- > It remains within the City's discretion as to the method and when and if to remediate the erosion problem of the regional pond referenced above.

Because this settlement will allow the developer to proceed with the development of the South Oaks of Hastings 4th Addition in the same manner that the developer could have proceeded with development after receiving the preliminary and final plat approval in February of 2017, which approval was not in any way conditioned upon the developer contributing to improvement of the regional pond, and the settlement provides that the developer will pay the outstanding escrow fees due to the City, City Staff and the City's litigation attorneys recommend that the City Council approve the Mediated Settlement Agreement. Assuming that the mediated settlement agreement is approved, the developer will then promptly submit its application for preliminary and final plat approval of South Oaks of Hastings 4th Addition and the planning commission and City Council will thereafter be asked to review and approve the preliminary and final plat application in the normal course. That process will include the holding of a public hearing at the planning commission level.

Financial Impact.

The financial impact of the Mediated Settlement Agreement will prevent the City from incurring additional costs related to the pending litigation and will provide for recovery of the previously charged escrow fees as noted above.

Attachments.

Mediated Settlement Agreement.

DAN/ksk

MEDIATED SETTLEMENT AGREEMENT

CONTROVERSY: HOMESINC.V. HASTINGS
Following a mediation in the above entitled controversy before Mediator John W. Borg, on, 20, the parties agree to settle as follows:
1. Pursuant to the requirements of the Minnesota Civil Mediation Act, the Mediated Settlement Agreement is a binding and enforceable agreement. Under this Act, the Mediator further advises the parties that: (a) he has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing the Mediated Settlement Agreement if they are uncertain of their rights.
2. The Agreement to Mediate is incorporated by reference.
3. This Mediated Settlement Agreement contains the entire agreement between the parties, which is binding and enforceable.
4. The parties shall dismiss the lawsuit entitled to the first of the Lawsuit"), including all claims and counterclaims, with prejudice and without an award of costs to either party. The parties release each other from any and all claims, including but not limited to any claims made, or which could have been made in the Lawsuit.
5. The Mediated Settlement Agreement and its terms shall not be deemed to be an admission of liability for any claims asserted in the Lawsuit, and any such liability is expressly denied by the parties.
6. This Mediated Settlement Agreement and its terms are confidential and shall not be disclosed directly or indirectly to any third party except to accounting, financial, or legal advisors, who shall be bound by this same confidentiality obligation. If disclosure is required by law, notice of such disclosure shall be provided to all parties and the Mediator in advance of this disclosure. Furthermore, any disclosure shall be pursuant to whatever restrictions on further disclosure may be available.
7. The enforcement of this settlement is not dependent on the preparation of formal documents, stipulations and/or releases. The parties and counsel shall use their best efforts to concur as to the detail of such formal documentation, and

their best efforts to concur as to the detail of such formal documentation, and

agree that should any formal documentation detail be the subject of dispute, the Mediator shall serve as a binding arbitrator to resolve such dispute and determine such dispute documentation detail based on his determination of what is consistent with the intent and spirit of the negotiations and/or what is fair and equitable under the circumstances. This Mediated Settlement Agreement shall not be construed against any party by reason of that party being the drafter of the Mediated Settlement Agreement.

The material and essential terms of the settlement are: 8. A. Homes shall file a new application

NW of Bohlkan Dr, that exists
as of 1/27/20.
D. It is within the city's discretion as
to the method and transacy when and
to remediate the evosion problem
of the pond in PC.
E. This excement is not
effective ago as to
The City until aggro ved ty
C. Thragamo will
be greated to cc, at
it's 2/3/20 muding
for consideration, Home
agreement to so he its agreement to so e 2/4/20,
it the Eldernot
approve its
Heggy A Jadone GREGORY A. Jablonska
Din-1151 Ltil - Dan Dieterle



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Bryan D. Schafer, Chief of Police

Date: February 3, 2020

Item: COPS Grant

Council Action Requested:

Refer COPS Grant opportunity directly to the Public Safety Committee of the City Council for consideration.

Background Information:

The Hastings Police Department has an opportunity to apply for a 2020 COPS Hiring Program (CHP) grant. The 2020 COPS Hiring Program is a competitive grant program designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides 75% of entry level wages and benefits up to \$125,000.00 to hire new or rehire existing career law enforcement officers and to increase their community policing capacity and crime prevention efforts. All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. Application deadline is March 11, 2020.

Financial Impact:

Yes

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

None