

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Tuesday, February 16, 2021

7:00 p.m.

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

V. APPROVAL OF MINUTES

Approve Minutes of the Regular City Council meeting on February 1, 2021.

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. Accept Ardent Mills Sponsorship for the June – August 2021 Movies in the Park Series
3. Approve Teamsters Local #320 Fire Captains Union Contract
4. Resolution: Acceptance and Appreciation of a donation to the Parks & Recreation Department from Rita Biskupski
5. Resolution: Accept Feasibility & Assessments Report, Order Project Scope & Features Public Hearing, Declare Amount to be Assessed, and Order Assessment Hearing – 15th Street Infrastructure Improvements, Phase II
6. Resolution: Appointing Responsible Authority and Assigning Duties
7. City Administrator’s Appointment of City Clerk
8. Resolution: Approve 2:00 a.m. Liquor License for GBR Investments d/b/a The Coliseum Sports Bar & Grill
9. Approve Preferred Vendor for Emerald Ash Borer Treatment: Rainbow TreeCare
10. Resolution: Acceptance and Appreciation of a donation to the Parks & Recreation Department from Climb Theater

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. Agreement for Legal Services Between the City of Hastings and Campbell Knutson, Professional Association
2. City of Hastings Legal Services Agreement with Levander, Gillen & Miller

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3. Public Hearing: Amend City Code - Building Permit Fees
4. Public Hearing: Amend City Code – Parklets

X. REPORTS FROM CITY STAFF

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

A. Public Works

B. Parks and Recreation

C. Community Development

1. 2nd Reading\Adopt Ordinance: Amend City Code - Building Permit Fees
2. Resolution: Extension of Temporary Business Measures Related to COVID

D. Administration

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

1. Recognition of Fluegel Law Firm (1963-2021)

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, March 1, 2021 7:00 p.m.

**Hastings, Minnesota
City Council Meeting Minutes
February 1, 2021**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, February 1, 2021 at 7:00 p.m. via Zoom video conference.

Mayor Fasbender explained why and referenced various city, state and federal declarations and guidelines that an in-person meeting was not practical or prudent due to the COVID-19 Pandemic.

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

Staff Present: City Administrator Dan Wietecha
Administrative Services Director Julie Flaten
City Attorney Dan Fluegel
Community Development Director John Hinzman
Public Works Director Nick Egger

Moment of Silence: Denice Kehn

The Mayor recognized Denice Kehn and held a moment of silence.

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council Regular Meeting on January 19, 2020.

Minutes were approved as presented.

Council Items To Be Considered

Councilmember Folch requested Consent Items #4 and #9 be pulled. These items were placed as Community Development Item #1 and Administration Item #2, respectively.

Consent Agenda

1. Pay Bills as Audited
2. Approve 2021 IAFF Local 5113 Firefighters Contract
3. Approve 2021 LELS Local # 249 Patrol Officers Contract
4. 1st Reading\Order Public Hearing: Amend City Code – Parklets
5. 1st Reading\Order Public Hearing: Amend City Code - Building Permit Fees
6. Resolution No. 02-01-21: Certificate of Satisfaction - Lawrence Interiors (624 Spiral Blvd)
7. Approve Water Service Repair Assessment Request – 507 Vermillion Street (Markuson)
8. Appoint Parks & Recreation Commissioners: Carl Bower and Scott Zuzek
9. Accept Resignation of Administrative Services Director Julie Flaten

Councilmember Folch motioned to approve as amended, seconded by Councilmember Vaughan. Roll Call: Ayes 7; Nays 0.

MNDOT update on Hwy 316 project

Egger introduced Molly Kline, MnDOT South Area Engineer, who provided an update of the project including the budget, funding sources and construction impacts.

Council discussed the flow of traffic and detour during construction for the affected neighborhoods, notification for future open houses, GO bond revenue and the City's share estimates for funding, re-directing semi-truck traffic during construction, Highway 316 and Highway 61 route signage and the number of days the contractor may work during week.

1st Reading\Order Public Hearing: Amend City Code – Parklets

Hinzman summarized the request to order the public hearing to amend the City Code to allow for parklets to be installed in the public right of way.

Council discussed that the Task Force or a Council Committee had not previously reviewed the proposed ordinance amendments, raised versus street level parklets, recognition that businesses outside of the downtown area and non-restaurant businesses may also utilize parklets, possible HEDRA matching grant for parklet construction costs, sidewalk cafés and parklets are separate and a business may have both, public vs private property, notice of intention to neighboring businesses, loss of parking spaces and opportunity for public input.

Councilmember Folch motioned to approve as presented, seconded by Councilmember Leifeld. Roll Call: Ayes 6; Nays 0; Abstain - Fox. .

Budget Amendment for Updated Strategic Planning Proposal

Wietecha summarized the initial work with Chad Weinstein and discussed recommendations on how to proceed.

Councilmember Lund motioned to approve as presented, seconded by Councilmember Braucks.

Council discussed the previously completed work and not wanting to redo it, that the new proposal expands the scope of work and if successful in Zoom environment.

Roll Call: Ayes 6; Nays 1 – Vaughan.

Accept Resignation of Administrative Services Director Julie Flaten

Council expressed appreciation and gratitude for Flaten's work and years of service.

Councilmember Vaughan motioned to approve as presented, seconded by Councilmember Lund. Roll Call: Ayes 7; Nays 0.

Mayor Fasbender and Councilmembers made the following announcements:

- Planning Commission will meet on Monday, February 8 at 7:00 p.m.
- Parks & Recreation Commission will meet on Tuesday, February 9 at 7:00 p.m.
- State of the City virtual presentation will be on Wednesday, February 10 at 12:00 p.m.
- HEDRA will meet on Thursday, February 11 at 6:00 p.m.
- City offices will be closed on Monday, February 15th in observance of President's Day.
- Heritage Preservation Commission will meet on Tuesday, February 16 at 7:00 p.m.
- City Administrator Wietecha was wished a Happy Birthday.

Councilmember Braucks motioned to adjourn the meeting at 8:12 p.m., seconded by Councilmember Leifeld. Roll Call: Ayes 7; Nays 0.

Mary Fasbender, Mayor

Erica Henderson, City Clerk

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City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang - Accountant

Date: 02/11/2021

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of Jan 2021 CenterPoint & Xcel payments.

Council review of weekly routine disbursements issued 02/09/2021.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 02/17/2021.

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:

| | | |
|--|----|------------|
| Jan 2021 Xcel Payments | \$ | 45,695.89 |
| Jan 2021 CenterPoint Payments | \$ | 9,551.98 |
| Disbursement Checks, EFT on 02/09/2021 | \$ | 94,605.55 |
| Disbursement Checks & EFT to be issued on 02/17/2021 | \$ | 257,246.43 |

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Disbursement Reports

XCEL AUTOMATIC PAYMENTS

Jan 2021 Payments

| Xcel Acct # | Amount | Date Paid | Account # |
|-----------------|-----------------|-----------|-------------------|
| 51-6960208-0 | 1,407.41 | 12-Jan | 101-140-1404-6343 |
| 51-8110141-1 | 918.89 | 13-Jan | 101-140-1407-6343 |
| 51-6960219-3 | 51.59 | 8-Jan | 101-201-2016-6343 |
| 51-6960210-4 | 112.86 | 12-Jan | 101-300-3100-6343 |
| 51-6960210-4 | 564.32 | 12-Jan | 101-301-3200-6343 |
| 51-0011278454-9 | 100.08 | 11-Jan | 101-302-3201-6343 |
| 51-0263715-0 | 654.41 | 13-Jan | 101-302-3201-6343 |
| 51-6960218-2 | 12,793.56 | 21-Jan | 101-302-3201-6343 |
| 51-6960215-9 | 1,154.43 | 8-Jan | 200-401-4440-6343 |
| 51-0010048093-4 | 14.19 | 11-Jan | 200-401-4440-6343 |
| 51-0011082067-5 | 166.37 | 11-Jan | 200-401-4440-6343 |
| 51-6960220-6 | 1,012.57 | 11-Jan | 200-401-4447-6343 |
| 51-6960214-8 | 729.44 | 11-Jan | 213-210-2100-6343 |
| 51-7216831-9 | 355.61 | 11-Jan | 220-450-4160-6343 |
| 51-6960216-0 | 8,456.16 | 31-Dec | 600-300-3300-6343 |
| 51-6960210-4 | 451.46 | 12-Jan | 600-300-3300-6343 |
| 51-6960216-0 | 2,465.95 | 31-Dec | 600-300-3302-6343 |
| 51-6960217-1 | 1,175.46 | 8-Jan | 601-300-3400-6343 |
| 51-6960211-5 | 9,372.63 | 5-Jan | 615-401-4103-6343 |
| 51-6960212-6 | <u>3,738.50</u> | 4-Jan | 620-300-3500-6343 |
| | 45,695.89 | | |

CENTERPOINT ENERGY**January 2021 Payment**

| | | |
|------------------|-----------------|-------------------|
| Police | 46.52 | 101-140-1403-6345 |
| City Hall | 2,118.34 | 101-140-1404-6345 |
| City Storage | 276.00 | 101-140-1407-6345 |
| Alt Learning Ctr | 168.58 | 101-401-4143-6345 |
| Parks | 238.44 | 200-401-4440-6345 |
| Jt Maint | 568.31 | 200-401-4447-6345 |
| Pool | 162.97 | 201-401-4240-6345 |
| Fire | 808.45 | 213-210-2100-6345 |
| Le Duc | 421.28 | 220-450-4160-6345 |
| Water | 601.82 | 600-300-3300-6345 |
| Water | 225.64 | 600-300-3302-6345 |
| Garage | 467.49 | 601-300-3400-6345 |
| Arena | <u>3,448.14</u> | 615-401-4103-6345 |
| | | |
| Total | 9,551.98 | |

PACKET: 07497 Regular Payments

VENDOR SET: 1

FUND : 101 GENERAL

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|------------------|-------------------|--|--------|-----------|
| 1 -000250 | COMCAST | I-FEB 2021 | 101-160-1601-6308 | DP/COMPUTER/I CABLE | 202546 | 84.90 |
| 1 -000836 | DAKOTA COUNTY FINANCIAL | I-00040029 | 101-201-2010-6354 | REPAIRS & MAI FLEET MAINT. DEC 2020 | 202547 | 5,996.55 |
| 1 -000988 | ULINE, INC. | I-129109570 | 101-201-2010-6219 | MEDICAL & FIR MEDICAL GLOVES | 202562 | 472.81 |
| 1 -001428 | CENTURY LINK | I-FEB 2021 | 101-160-1601-6321 | TELEPHONE #612-E10-0514-020 911 | 202544 | 88.68 |
| 1 -001511 | DAVIS & STANTON, INC. | I-140350 | 101-201-2010-6218 | CLOTHING & BA AWARD RIBBONS | 202549 | 477.00 |
| 1 -001513 | YMCA | I-2016831404 | 101-201-2010-6323 | CONFERENCE & EQUITY LEADERSHIP TRAIN-WILSKE | 202565 | 300.00 |
| 1 -001656 | NAPA AUTO PARTS | I-2845-503034 | 101-301-3200-6353 | REPAIRS & MAI SUPPLIES | 202555 | 186.29 |
| | | I-2845-503050 | 101-301-3200-6353 | REPAIRS & MAI SPRAY PAINT | 202555 | 7.69 |
| 1 -001938 | VELOCITYEHS | I-229628 | 101-140-1404-6310 | MAINTENANCE C 2021 MSDS DUES | 202563 | 699.80 |
| | | I-229628 | 101-301-3200-6310 | MAINTENANCE C 2021 MSDS DUES | 202563 | 349.90 |
| 1 -12044 | DAKOTA COUNTY PROPERTY | I-40051 | 101-107-1072-6310 | MAINTENANCE C 2020 VOTING EQUIP LICENSE SHAR | 202548 | 5,325.24 |
| | | I-40080 | 101-107-1072-6310 | MAINTENANCE C 2020 BALLET SHARE | 202548 | 66.82 |
| 1 -20110 | RIVER COUNTRY COOPERATI | I-10008 | 101-301-3200-6212 | MOTOR FUEL & OIL | 202559 | 295.90 |
| 1 -49362 | MN DEPT OF TRANSPORTATI | I-P00012853 | 101-302-3201-6353 | REPAIRS & MAI SIGNAL REPAIRS | 202553 | 442.91 |
| 1 -76750 | TERRYS HARDWARE, INC. | I-304058 | 101-301-3200-6353 | REPAIRS & MAI SUPPLIES | 202560 | 42.91 |
| | | I-304621 | 101-301-3200-6353 | REPAIRS & MAI PAINT | 202560 | 6.49 |
| | | I-304626 | 101-301-3200-6353 | REPAIRS & MAI PAINT | 202560 | 6.49 |
| 1 -85343 | VIKING ELECTRIC SUPPLY | I-S004385952.001 | 101-302-3201-6353 | REPAIRS & MAI LIGHTING | 202564 | 188.34 |
| | | | FUND 101 GENERAL | TOTAL: | | 15,038.72 |

PACKET: 07497 Regular Payments

VENDOR SET: 1

FUND : 200 PARKS

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-----------------------|---------------|-------------------|---|--------|----------|
| 1 -001480 | HOMETOWN ACE HARDWARE | | | | | |
| | | I-9507 | 200-401-4440-6217 | OTHER GENERAL PAINT + BOLTS | 202552 | 15.14 |
| | | I-9561 | 200-401-4440-6353 | REPAIRS & MAI SNOWBLOWER PARTS | 202552 | 20.83 |
| 1 -001712 | NAPA AUTO PARTS | | | | | |
| | | I-2845-503525 | 200-401-4440-6353 | REPAIRS & MAI PLOW SUPPLIES | 202556 | 26.99 |
| 1 -001938 | VELOCITYEHS | | | | | |
| | | I-229628 | 200-401-4440-6433 | DUES,SUBSCRIP 2021 MSDS DUES | 202563 | 699.80 |
| 1 -76750 | TERRYS HARDWARE, INC. | | | | | |
| | | I-304616 | 200-401-4440-6450 | MISCELLANEOUS SHOP SUPPLIES | 202560 | 55.36 |
| 1 -78750 | THE TREE HOUSE | | | | | |
| | | I-36587 | 200-401-4440-6356 | UPKEEP OF GRO TREE HOUSE 5/2018- 7/2020 | 202561 | 1,470.54 |
| | | | | FUND 200 PARKS | TOTAL: | 2,288.66 |

PACKET: 07497 Regular Payments

VENDOR SET: 1

FUND : 213 FIRE & AMBULANCE

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|--------------|-------------------|--|--------|----------|
| 1 -001938 | VELOCITYEHS | | | | | |
| | | I-229628 | 213-210-2100-6216 | CHEMICALS & C 2021 MSDS DUES | 202563 | 699.80 |
| 1 -002099 | FULLY PROMOTED | | | | | |
| | | I-1063 | 213-220-2200-6217 | OTHER GENERAL DISPOSABLE GOWNS | 202550 | 2,275.00 |
| | PROJ: 203-COVID19 | COVID-19 | | COVID-19 | | |
| 1 -06366 | BOUND TREE MEDICAL LLC | | | | | |
| | | I-83933872 | 213-220-2200-6219 | MEDICAL & FIR MEDICAL SUPPLIES | 202543 | 176.03 |
| 1 -49393 | MN STATE FIRE CHIEFS AS | | | | | |
| | | I-2021 DUES | 213-210-2100-6433 | DUES,SUBSCRIP MN STATE FIRE CHIEFS ASSN 21 | 202554 | 495.00 |
| 1 -96736 | ZEP MANUFACTURING CO. | | | | | |
| | | I-9005893278 | 213-210-2100-6211 | CLEANING SUPP MOP HEADS | 202566 | 12.35 |
| | | | | | | |
| | | | FUND | 213 FIRE & AMBULANCE | TOTAL: | 3,658.18 |

PACKET: 07497 Regular Payments

VENDOR SET: 1

FUND : 600 WATER

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-----------------------|-----------------|-------------------|---------------------------------|--------|-----------|
| ===== | | | | | | |
| 1 -001245 | BAUER SERVICES | | | | | |
| | | I-01212021-1096 | 600-300-3300-6357 | REPAIRS & MAI WATER LINE REPAIR | 202542 | 14,950.00 |
| 1 -001480 | HOMETOWN ACE HARDWARE | | | | | |
| | | I-9338 | 600-300-3300-6217 | OTHER GENERAL SPRAYER | 202552 | 4.45 |
| | | I-9345 | 600-300-3300-6217 | OTHER GENERAL TAPE | 202552 | 31.61 |
| | | I-9364 | 600-300-3300-6217 | OTHER GENERAL BATTERIES, ETC | 202552 | 41.60 |
| | | I-9466 | 600-300-3300-6217 | OTHER GENERAL EPOXY | 202552 | 5.20 |
| 1 -001938 | VELOCITYEHS | | | | | |
| | | I-229628 | 600-300-3300-6310 | MAINTENANCE C 2021 MSDS DUES | 202563 | 349.90 |
| 1 -09306 | CITY OF BLOOMINGTON | | | | | |
| | | I-2100009 | 600-300-3300-6312 | TESTING SERVI BACT SAMPLING JAN | 202545 | 273.00 |
| 1 -26761 | GRAYBAR ELECTRIC | | | | | |
| | | I-9319811966 | 600-300-3300-6350 | REPAIRS & MAI LIGHT BULBS | 202551 | 116.76 |
| 1 -76750 | TERRYS HARDWARE, INC. | | | | | |
| | | I-304612 | 600-300-3300-6350 | REPAIRS & MAI BULBS | 202560 | 19.98 |
| | | | | | | |
| | | | | FUND 600 WATER | TOTAL: | 15,792.50 |

PACKET: 07497 Regular Payments

VENDOR SET: 1

FUND : 615 ARENA

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|------------------------|----------|-------------------|------------------------------|---------------------|-----------|
| 1 -000992 | PRO GUARD SPORTS, INC. | I-74457 | 615-401-4103-6210 | PRO SHOP SUPP TAPE, PUCKS | 202557 | 359.27 |
| 1 -001517 | QUALITY PROPANE OF MN | I-208960 | 615-401-4103-6212 | MOTOR FUEL & PROPANE | 202558 | 38.42 |
| 1 -001938 | VELOCITYEHS | I-229628 | 615-401-4103-6350 | REPAIRS & MAI 2021 MSDS DUES | 202563 | 699.80 |
| | | | FUND | 615 ARENA | TOTAL: | 1,097.49 |
| | | | | | REPORT GRAND TOTAL: | 37,875.55 |

VIII-01

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|-----------|-----------------------------|----------------------------|-----------|---------------------|------------------|-----------|------------------------|------------------|-----------|
| | | | | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG |
| 2020-2021 | 101-107-1072-6310 | MAINTENANCE CONTRACTS | 5,392.06 | 7,832 | 2,439.94 | | | | |
| | 101-201-2010-6218 | CLOTHING & BADGES | 477.00 | 24,250 | 4,381.71- | Y | | | |
| | 101-201-2010-6354 | REPAIRS & MAINT-VEHICLES | 5,996.55 | 43,600 | 14,507.76- | Y | | | |
| | 200-401-4440-6356 | UPKEEP OF GROUNDS | 1,470.54 | 74,200 | 10,633.36 | | | | |
| | 213-220-2200-6217 | OTHER GENERAL SUPPLIES | 2,275.00 | 0 | 5,745.88- | Y | | | |
| | ** 2020-2021 YEAR TOTALS ** | | 15,611.15 | | | | | | |
| 2021-2022 | 101-140-1404-6310 | MAINTENANCE CONTRACTS | 699.80 | 13,000 | 10,800.20 | | | | |
| | 101-160-1601-6308 | DP/COMPUTER/INTERNET FEES | 84.90 | 3,000 | 2,452.71 | | | | |
| | 101-160-1601-6321 | TELEPHONE | 88.68 | 3,000 | 2,677.65 | | | | |
| | 101-201-2010-6219 | MEDICAL & FIRST AID | 472.81 | 2,775 | 2,302.19 | | | | |
| | 101-201-2010-6323 | CONFERENCE & SCHOOLS | 300.00 | 20,830 | 17,740.00 | | | | |
| | 101-301-3200-6212 | MOTOR FUEL & OIL | 295.90 | 55,000 | 54,323.84 | | | | |
| | 101-301-3200-6310 | MAINTENANCE CONTRACTS | 349.90 | 20,000 | 19,650.10 | | | | |
| | 101-301-3200-6353 | REPAIRS & MAINT-EQUIPMENT | 249.87 | 55,000 | 51,261.42 | | | | |
| | 101-302-3201-6353 | REPAIRS & MAINT-EQUIPMENT | 631.25 | 20,000 | 19,368.75 | | | | |
| | 200-401-4440-6217 | OTHER GENERAL SUPPLIES | 15.14 | 2,000 | 1,908.29 | | | | |
| | 200-401-4440-6353 | REPAIRS & MAINT-EQUIPMENT | 47.82 | 23,000 | 20,224.20 | | | | |
| | 200-401-4440-6433 | DUES,SUBSCRIPTIONS,MEMBERS | 699.80 | 3,885 | 1,796.20 | | | | |
| | 200-401-4440-6450 | MISCELLANEOUS | 55.36 | 1,500 | 1,444.64 | | | | |
| | 213-210-2100-6211 | CLEANING SUPPLIES | 12.35 | 3,500 | 3,236.74 | | | | |
| | 213-210-2100-6216 | CHEMICALS & CHEMICAL PRODU | 699.80 | 0 | 699.80- | Y | | | |
| | 213-210-2100-6433 | DUES,SUBSCRIPTIONS,MEMBERS | 495.00 | 9,721 | 2,673.22- | Y | | | |
| | 213-220-2200-6219 | MEDICAL & FIRST AID | 176.03 | 62,000 | 53,470.49 | | | | |
| | 600-300-3300-6217 | OTHER GENERAL SUPPLIES | 82.86 | 4,000 | 3,870.25 | | | | |
| | 600-300-3300-6310 | MAINTENANCE CONTRACTS | 349.90 | 2,800 | 2,450.10 | | | | |
| | 600-300-3300-6312 | TESTING SERVICES | 273.00 | 3,000 | 2,727.00 | | | | |
| | 600-300-3300-6350 | REPAIRS & MAINT-BUILDING | 136.74 | 2,000 | 1,581.62 | | | | |
| | 600-300-3300-6357 | REPAIRS & MAINT-LINES | 14,950.00 | 72,500 | 56,963.00 | | | | |
| | 615-401-4103-6210 | PRO SHOP SUPPLIES | 359.27 | 1,500 | 520.98 | | | | |
| | 615-401-4103-6212 | MOTOR FUEL & OIL | 38.42 | 3,000 | 2,806.37 | | | | |
| | 615-401-4103-6350 | REPAIRS & MAINT-BUILDING | 699.80 | 5,000 | 3,573.07 | | | | |
| | ** 2021-2022 YEAR TOTALS ** | | 22,264.40 | | | | | | |

VIII-01

*** PROJECT TOTALS ***

| PROJECT | LINE ITEM | AMOUNT |
|--------------|--------------------------|----------|
| 203 COVID-19 | COVID19 COVID-19 | 2,275.00 |
| | *** PROJECT 203 TOTAL ** | 2,275.00 |

NO ERRORS

** END OF REPORT **

PACKET: 07498 EFT Payments

VENDOR SET: 1

FUND : 101 GENERAL

VIII-01

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|--------------|-------------------|---------------|-----------------------|--------|-----------|
| 1 -000609 | RATWIK, ROSZAK & MALONE | | | | | | |
| | | I-68071 | 101-107-1052-6304 | LEGAL FEES | PROFESSIONAL FEES | 000000 | 3,202.80 |
| | | I-68072 | 101-107-1052-6304 | LEGAL FEES | TELEPHONE CONFERENCE | 000000 | 625.00 |
| 1 -001039 | TITAN MACHINERY. INC. | | | | | | |
| | | I-15089627GP | 101-301-3200-6353 | REPAIRS & MAI | SUPPLIES | 000000 | 391.85 |
| 1 -001311 | GILBERT MECHANICAL CONT | | | | | | |
| | | I-201058 | 101-140-1406-6353 | REPAIRS & MAI | HEATER REPAIR | 000000 | 2,294.95 |
| 1 -001493 | SHRED RIGHT | | | | | | |
| | | I-543732 | 101-201-2010-6311 | EXPERT & CONS | SHREDDING | 000000 | 15.00 |
| 1 -001910 | CRAMER MARKETING | | | | | | |
| | | I-36095 | 101-105-1051-6202 | PRINTED FORMS | 1099 G FORMS | 000000 | 73.18 |
| 1 -001923 | GRANICUS, LLC | | | | | | |
| | | I-136147 | 101-160-1061-6310 | MAINTENANCE C | WEBSITE MAINTENANCE | 000000 | 9,812.00 |
| 1 -001926 | PARAGON DEVELOPMENT SYS | | | | | | |
| | | I-5085375 | 101-160-1601-6571 | NON CAPITAL C | CORE NETWORK SWITCHES | 000000 | 3,155.00 |
| 1 -26730 | GRAPHIC DESIGN | | | | | | |
| | | I-2698 | 101-201-2010-6217 | OTHER GENERAL | NOTARY STAMPS | 000000 | 44.45 |
| | | | FUND | 101 | GENERAL | TOTAL: | 19,614.23 |

PACKET: 07498 EFT Payments

VENDOR SET: 1

FUND : 200 PARKS

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|--------------|-------------------|------------------------------------|--------|----------|
| 1 -001018 | VALLEY CHEVROLET OF HAS | I-20085 | 200-401-4440-6354 | REPAIRS & MAI TAIL LIGHT | 000000 | 124.54 |
| 1 -001247 | MANSFIELD OIL COMPANY | I-22174511 | 200-401-0000-1501 | FUEL INVENTOR 657 GALS DIESEL | 000000 | 1,392.82 |
| 1 -11314 | CUSHMAN MOTORS | I-202825 | 200-401-4440-6353 | REPAIRS & MAI SKID SHOES | 000000 | 1,462.46 |
| 1 -51094 | MTI DISTRIBUTING COMPAN | I-1287297-00 | 200-401-4440-6353 | REPAIRS & MAI SHIPPING FOR RETURN | 000000 | 20.84 |
| 1 -53395 | NINE EAGLES PROMOTIONS | I-30505 | 200-401-4440-6218 | CLOTHING & BA MARSCHALL - CLOTHING | 000000 | 148.50 |
| | | | FUND | 200 PARKS | TOTAL: | 3,149.16 |

PACKET: 07498 EFT Payments

VENDOR SET: 1

VIII-01

FUND : 213 FIRE & AMBULANCE

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|------------|-------------------|-----------------------------|------------------|-----------|
| 1 -002067 | MEDICAL DISPOSAL SYSTEM | | | | | |
| | | I-591131 | 213-220-2200-6219 | MEDICAL & FIR HAZ WASTE BIN | 000000 | 133.00 |
| 1 -36126 | JEFFERSON FIRE & SAFETY | | | | | |
| | | I-PB000646 | 213-210-2100-6218 | CLOTHING & BA BUNKER GEAR | 000000 | 28,123.70 |
| 1 -62700 | PRAXAIR DISTRIBUTION-40 | | | | | |
| | | I-61386529 | 213-220-2200-6216 | CHEMICALS & C OXYGEN | 000000 | 1,110.98 |
| | | I-61463126 | 213-220-2200-6216 | CHEMICALS & C OXYGEN | 000000 | 133.75 |
| 1 -98312 | ZOLL MEDICAL CORP | | | | | |
| | | I-3222335 | 213-220-2200-6219 | MEDICAL & FIR CUFFS | 000000 | 535.44 |
| | | | | | FUND | |
| | | | | | 213 | |
| | | | | | FIRE & AMBULANCE | |
| | | | | | TOTAL: | 30,036.87 |

PACKET: 07498 EFT Payments

VENDOR SET: 1

FUND : 600 WATER

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|----------|-------------------------|-----------|-------------------|-------------------------------|--------|----------|
| 1 -26336 | GOPHER STATE ONE-CALL I | | | | | |
| | | I-1010451 | 600-300-3300-6318 | SERVICE FOR L LOCATES TICKETS | 000000 | 54.00 |
| 1 -26730 | GRAPHIC DESIGN | | | | | |
| | | I-QB36946 | 600-300-3300-6202 | PRINTED FORMS UTILITY BILLING | 000000 | 97.34 |
| | | I-QB36946 | 600-300-3300-6322 | POSTAGE UTILITY BILLING | 000000 | 1,289.97 |
| | | | FUND | 600 WATER | TOTAL: | 1,441.31 |

PACKET: 07498 EFT Payments

VENDOR SET: 1

FUND : 601 WASTEWATER

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|----------|----------------|-----------|-------------------|-------------------------------|--------|--------|
| 1 -26730 | GRAPHIC DESIGN | | | | | |
| | | I-QB36946 | 601-300-3400-6202 | PRINTED FORMS UTILITY BILLING | 000000 | 97.33 |
| | | | FUND | 601 WASTEWATER | TOTAL: | 97.33 |

PACKET: 07498 EFT Payments

VENDOR SET: 1

VIII-01

FUND : 603 STORM WATER UTILITY

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|----------|----------------|-----------|-------------------|-------------------------------|--------|--------|
| 1 -26730 | GRAPHIC DESIGN | | | | | |
| | | I-QB36946 | 603-300-3600-6202 | PRINTED FORMS UTILITY BILLING | 000000 | 97.33 |
| | | | FUND | 603 STORM WATER UTILITY | TOTAL: | 97.33 |

PACKET: 07498 EFT Payments

VENDOR SET: 1

FUND : 615 ARENA

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|------------|-------------------|---------------------------------------|---------------------|-----------|
| ===== | | | | | | |
| 1 -001011 | INTERNATIONAL CHEMTEX L | | | | | |
| | | I-35746 | 615-401-4103-6216 | CHEMICALS & C COOLING TOWER TREATMENT | 000000 | 744.34 |
| 1 -001314 | HUEBSCH LAUNDRY CO. | | | | | |
| | | I-20048376 | 615-401-4103-6350 | REPAIRS & MAI ENTRY RUG | 000000 | 34.12 |
| | | I-20051044 | 615-401-4103-6350 | REPAIRS & MAI ENTRY RUG | 000000 | 34.12 |
| | | I-20053737 | 615-401-4103-6350 | REPAIRS & MAI ENTRY RUG | 000000 | 34.12 |
| | | I-20056453 | 615-401-4103-6350 | REPAIRS & MAI ENTRY RUG | 000000 | 34.12 |
| 1 -24100 | GARTNER REFRIGERATION | | | | | |
| | | I-W12454 | 615-401-4103-6350 | REPAIRS & MAI COMPRESSOR REPAIRS | 000000 | 584.00 |
| 1 -68006 | R & R SPECIALTIES, INC. | | | | | |
| | | I-72031 | 615-401-4103-6353 | REPAIRS & MAI BLADE SHARPENING | 000000 | 132.50 |
| | | I-72032 | 615-401-4103-6353 | REPAIRS & MAI ZAMBONI REPAIR | 000000 | 636.65 |
| | | I-72033 | 615-401-4103-6353 | REPAIRS & MAI ZAMBONI PARTS | 000000 | 59.80 |
| | | | FUND | 615 ARENA | TOTAL: | 2,293.77 |
| | | | | | REPORT GRAND TOTAL: | 56,730.00 |

VIII-01

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|-----------|-----------------------------|----------------------------|-----------|---------------------|------------------|-----------|------------------------|------------------|-----------|
| | | | | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG |
| 2020-2021 | 101-107-1052-6304 | LEGAL FEES | 3,827.80 | 12,000 | 6,617.81- | Y | | | |
| | 101-160-1601-6571 | NON CAPITAL COMPUTER EQUIP | 3,155.00 | 40,000 | 20,268.99- | Y | | | |
| | 101-201-2010-6217 | OTHER GENERAL SUPPLIES | 44.45 | 6,000 | 1,040.38 | | | | |
| | 213-210-2100-6218 | CLOTHING & BADGES | 28,123.70 | 50,302 | 1,751.79 | | | | |
| | 213-220-2200-6219 | MEDICAL & FIRST AID | 133.00 | 58,000 | 8,518.35- | Y | | | |
| | 615-401-4103-6350 | REPAIRS & MAINT-BUILDING | 68.24 | 14,900 | 1,603.66 | | | | |
| | ** 2020-2021 YEAR TOTALS ** | | 35,352.19 | | | | | | |
| 2021-2022 | 101-105-1051-6202 | PRINTED FORMS & PAPER | 73.18 | 1,000 | 926.82 | | | | |
| | 101-140-1406-6353 | REPAIRS & MAINT-EQUIPMENT | 2,294.95 | 8,000 | 5,705.05 | | | | |
| | 101-160-1061-6310 | MAINTENANCE CONTRACT - COM | 9,812.00 | 7,325 | 2,487.00- | Y | | | |
| | 101-201-2010-6311 | EXPERT & CONSULTANT | 15.00 | 61,605 | 54,905.00 | | | | |
| | 101-301-3200-6353 | REPAIRS & MAINT-EQUIPMENT | 391.85 | 55,000 | 51,261.42 | | | | |
| | 200-401-0000-1501 | FUEL INVENTORY | 1,392.82 | | | | | | |
| | 200-401-4440-6218 | CLOTHING & BADGES | 148.50 | 2,400 | 2,151.50 | | | | |
| | 200-401-4440-6353 | REPAIRS & MAINT-EQUIPMENT | 1,483.30 | 23,000 | 20,224.20 | | | | |
| | 200-401-4440-6354 | REPAIRS & MAINT-VEHICLES | 124.54 | 5,000 | 4,665.20 | | | | |
| | 213-220-2200-6216 | CHEMICALS & CHEMICAL PRODU | 1,244.73 | 0 | 2,004.29- | Y | | | |
| | 213-220-2200-6219 | MEDICAL & FIRST AID | 535.44 | 62,000 | 53,470.49 | | | | |
| | 600-300-3300-6202 | PRINTED FORMS & PAPER | 97.34 | 3,000 | 2,902.66 | | | | |
| | 600-300-3300-6318 | SERVICE FOR LOCATES | 54.00 | 4,000 | 3,896.00 | | | | |
| | 600-300-3300-6322 | POSTAGE | 1,289.97 | 18,900 | 17,364.58 | | | | |
| | 601-300-3400-6202 | PRINTED FORMS & PAPER | 97.33 | 3,000 | 2,902.67 | | | | |
| | 603-300-3600-6202 | PRINTED FORMS & PAPER | 97.33 | 3,000 | 2,902.67 | | | | |
| | 615-401-4103-6216 | CHEMICALS & CHEMICAL PRODU | 744.34 | 3,300 | 2,555.66 | | | | |
| | 615-401-4103-6350 | REPAIRS & MAINT-BUILDING | 652.24 | 5,000 | 3,573.07 | | | | |
| | 615-401-4103-6353 | REPAIRS & MAINT-EQUIPMENT | 828.95 | 23,000 | 21,839.90 | | | | |
| | ** 2021-2022 YEAR TOTALS ** | | 21,377.81 | | | | | | |

NO ERRORS

** END OF REPORT **

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 101 GENERAL

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------|-------------------|--|------------------|------------------|
| 1 -000706 | TRI-STATE BOBCAT, INC. | I-P49743 | 101-301-3200-6353 | REPAIRS & MAI BLADES, BOLTS, NUTS | 000000 | 574.60 |
| 1 -000998 | MAJESKI PLUMBING & HEAT | I-27410 | 101-140-1404-6353 | REPAIRS & MAI BOTTLE FILLER | 000000 | 1,308.77 |
| 1 -001672 | SPIN CITY LAUNDROMAT, L | I-564620 | 101-301-3200-6217 | OTHER GENERAL LAUNDRER RAGS | 000000 | 20.00 |
| 1 -002011 | MINNESOTA OCCUPATIONAL | I-358799 | 101-107-1052-6312 | TESTING SERVI EMPLOYEE SCREENS | 000000 | 513.55 |
| | | I-360471 | 101-107-1052-6312 | TESTING SERVI EMPLOYEE SCREENS | 000000 | 285.60 |
| 1 -12051 | DAKOTA COUNTY FINANCIAL | I-00040137 | 101-160-1501-6310 | MAINTENANCE C DBB | 000000 | 1,216.35 |
| 1 -21886 | FLUEGEL LAW FIRM, PA | I-JAN 2021 | 101-130-1301-6304 | LEGAL FEES MONTHLY RETAINER | 000000 | 13,433.12 |
| 1 -34104 | HASTINGS SCHOOL DISTRIC | I-2610 | 101-401-4143-6361 | RENTAL-BUILDI TILDEN COST SHARE | 000000 | 2,500.00 |
| 1 -61400 | PIONEER PRESS DISPATCH | I-121574101 | 101-107-1071-6333 | LEGAL NOTICES PHN FOR CHAPTER 50 ORD. AMEND. | 000000 | 32.40 |
| | | I-121574102 | 101-107-1071-6333 | LEGAL NOTICES LEGALS | 000000 | 68.40 |
| | | I-121574102 | 101-107-1071-6335 | ORDINANCE PUB PUBLICATIONS | 000000 | 58.50 |
| 1 -74367 | SOUTH EAST TOWING OF HA | I-041840 | 101-201-2010-6311 | EXPERT & CONS JAN TOWING | 000000 | 181.00 |
| | | I-FEB21 | 101-201-2010-6364 | RENTAL-OTHER LOT RENT FEB | 000000 | 195.00 |
| 1 -76750 | TERRYS HARDWARE, INC. | I-304715 | 101-140-1401-6217 | OTHER GENERAL OIL-DRI | 000000 | 3.79 |
| | | | | | FUND 101 GENERAL | TOTAL: 20,391.08 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 200 PARKS

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT | |
|-----------|-------------------------|---------------|-------------------|----------------------------|--------|--------|--------|
| 1 -001177 | MN DEPT OF PUBLIC SAFET | | | | | | |
| | | I-M-114461 | 200-401-4440-6319 | OTHER PROFESS 2021 FEES | 000000 | 25.00 | |
| 1 -001480 | HOMETOWN ACE HARDWARE | | | | | | |
| | | I-9578 | 200-401-4440-6356 | UPKEEP OF GRO SALT | 000000 | 73.44 | |
| 1 -001712 | NAPA AUTO PARTS | | | | | | |
| | | I-2845-503921 | 200-401-4440-6353 | REPAIRS & MAI PLOW REPAIR | 000000 | 65.67 | |
| | | I-2845-503983 | 200-401-4440-6354 | REPAIRS & MAI WIPER BLADES | 000000 | 32.42 | |
| 1 -76750 | TERRYS HARDWARE, INC. | | | | | | |
| | | I-304750 | 200-401-4440-6353 | REPAIRS & MAI SUPPLIES | 000000 | 5.24 | |
| | | | FUND | 200 | PARKS | TOTAL: | 201.77 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 213 FIRE & AMBULANCE

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|---------------|-------------------|---|--------|--------|
| ===== | | | | | | |
| 1 -001745 | NAPA AUTO PARTS | | | | | |
| | | I-2845-503862 | 213-210-2100-6221 | EQUIPMENT PAR BLADES | 000000 | 41.32 |
| 1 -001869 | McKESSON MEDICAL-SURGIC | | | | | |
| | | I-18002707 | 213-220-2200-6219 | MEDICAL & FIR MEDICAL SUPPLIES | 000000 | 153.02 |
| | | I-18006695 | 213-220-2200-6219 | MEDICAL & FIR MEDICAL SUPPLIES | 000000 | 74.31 |
| 1 -06366 | BOUND TREE MEDICAL LLC | | | | | |
| | | I-83936867 | 213-220-2200-6219 | MEDICAL & FIR MEDICAL SUPPLIES | 000000 | 451.06 |
| | | I-83942503 | 213-220-2200-6219 | MEDICAL & FIR MEDICAL SUPPLIES | 000000 | 72.33 |
| | | I-83942504 | 213-220-2200-6219 | MEDICAL & FIR MEDICAL SUPPLIES | 000000 | 48.22 |
| | | I-83942505 | 213-220-2200-6219 | MEDICAL & FIR MEDICAL SUPPLIES | 000000 | 24.11 |
| 1 -08096 | CAPITAL CITY REGIONAL F | | | | | |
| | | I-102 | 213-210-2100-6433 | DUES,SUBSCRIP CAPITAL CITY REGIONAL FIRE 21 | 000000 | 50.00 |
| | | | | | | |
| | | | | FUND 213 FIRE & AMBULANCE | TOTAL: | 914.37 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 480 2020 IMPROVEMENTS

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|----------|-------------------|--------------------------|--------|----------|
| 1 -49362 | MN DEPT OF TRANSPORTATI | I-633599 | 480-300-3627-6311 | EXPERT & CONS SEWER WORK | 000000 | 1,767.94 |
| | | | FUND | 480 2020 IMPROVEMENTS | TOTAL: | 1,767.94 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 600 WATER

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|---------------|-------------------|-------------------------|--------|--------|
| 1 -000515 | HAWKINS INC | I-4867237 | 600-300-3300-6216 | CHEMICALS & C RENTAL | 000000 | 35.00 |
| 1 -000885 | FULL SERVICE BATTERY, I | I-0022085 | 600-300-3300-6353 | REPAIRS & MAI BATTERIES | 000000 | 299.90 |
| 1 -001656 | NAPA AUTO PARTS | I-2845-503808 | 600-300-3300-6212 | MOTOR FUEL & OIL FILTER | 000000 | 42.78 |
| | | | FUND | 600 WATER | TOTAL: | 377.68 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 603 STORM WATER UTILITY

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|----------|-------------------|-------------------------|--------|--------|
| 1 -84750 | VERMILLION ELEVATOR INC | I-232059 | 603-300-3600-6356 | UPKEEP OF GRO SEED | 000000 | 165.40 |
| | | | FUND | 603 STORM WATER UTILITY | TOTAL: | 165.40 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 615 ARENA

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------|-------------------|------------------------------|--------|--------|
| 1 -000998 | MAJESKI PLUMBING & HEAT | | | | | |
| | | I-27449 | 615-401-4103-6353 | REPAIRS & MAI FURNACE REPAIR | 000000 | 416.80 |
| 1 -001517 | QUALITY PROPANE OF MN | | | | | |
| | | I-209669 | 615-401-4103-6212 | MOTOR FUEL & PROPANE | 000000 | 56.94 |
| | | I-209740 | 615-401-4103-6212 | MOTOR FUEL & PROPANE | 000000 | 89.04 |
| | | | FUND | 615 ARENA | TOTAL: | 562.78 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 620 HYDRO ELECTRIC

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|----------------------|-------------|-------------------|----------------------|--------|--------|
| 1 -001015 | PREMIUM WATERS, INC. | I-317974276 | 620-300-3500-6217 | OTHER GENERAL RENTAL | 000000 | 13.00 |
| | | | FUND | 620 HYDRO ELECTRIC | TOTAL: | 13.00 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 703 VEHICLE AND EQUIP FUND

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|------------------|----------|-------------------|--------------------------|--|----------|
| 1 -001232 | ADVANCED GRAPHIX | I-205462 | 703-600-6006-6540 | MOTOR VEHICLE SQUAD CARS | 000000 | 1,767.00 |
| | | | | | FUND 703 VEHICLE AND EQUIP FUND TOTAL: | 1,767.00 |

PACKET: 07506 Regular Payments

VENDOR SET: 1

FUND : 705 INSURANCE FUND

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|---------|-------------------|-------------------------|---------------------|-----------|
| 1 -44647 | LEAGUE OF MN CITIES INS | I-16697 | 705-600-6004-6340 | INSURANCE WOR WORK COMP | 000000 | 158.00 |
| | | | FUND | 705 INSURANCE FUND | TOTAL: | 158.00 |
| | | | | | REPORT GRAND TOTAL: | 26,319.02 |

VIII-01

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|-----------|-----------------------------|-----------------------------|-----------|---------------------|------------------|-----------|------------------------|------------------|-----------|
| | | | | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG |
| 2020-2021 | 480-300-3627-6311 | EXPERT & CONSULTANT | 1,767.94 | 0 | 3,975,703.48- | Y | | | |
| | 703-600-6006-6540 | MOTOR VEHICLES | 1,767.00 | 387,600 | 82,857.58 | | | | |
| | 705-600-6004-6340 | INSURANCE WORKERS COMP | 158.00 | 406,125 | 14,283.82- | Y | | | |
| | ** 2020-2021 YEAR TOTALS ** | | 3,692.94 | | | | | | |
| 2021-2022 | 101-107-1052-6312 | TESTING SERVICES | 799.15 | 16,200 | 15,400.85 | | | | |
| | 101-107-1071-6333 | LEGAL NOTICES PUBLISHING | 100.80 | 0 | 100.80- | Y | | | |
| | 101-107-1071-6335 | ORDINANCE PUBLICATION | 58.50 | 4,000 | 3,941.50 | | | | |
| | 101-130-1301-6304 | LEGAL FEES | 13,433.12 | 151,941 | 138,507.88 | | | | |
| | 101-140-1401-6217 | OTHER GENERAL SUPPLIES | 3.79 | 2,000 | 1,992.61 | | | | |
| | 101-140-1404-6353 | REPAIRS & MAINT-EQUIPMENT | 1,308.77 | 18,000 | 16,691.23 | | | | |
| | 101-160-1501-6310 | MAINTENANCE CONTRACT-PLANN | 1,216.35 | 666 | 550.35- | Y | | | |
| | 101-201-2010-6311 | EXPERT & CONSULTANT | 181.00 | 61,605 | 54,724.00 | | | | |
| | 101-201-2010-6364 | RENTAL-OTHER EQUIPMENT-LEA | 195.00 | 27,904 | 25,591.53 | | | | |
| | 101-301-3200-6217 | OTHER GENERAL SUPPLIES | 20.00 | 1,500 | 1,460.00 | | | | |
| | 101-301-3200-6353 | REPAIRS & MAINT-EQUIPMENT | 574.60 | 55,000 | 47,989.29 | | | | |
| | 101-401-4143-6361 | RENTAL-BUILDINGS | 2,500.00 | 30,000 | 25,000.00 | | | | |
| | 200-401-4440-6319 | OTHER PROFESSIONAL FEES | 25.00 | 16,500 | 16,475.00 | | | | |
| | 200-401-4440-6353 | REPAIRS & MAINT-EQUIPMENT | 70.91 | 23,000 | 19,953.17 | | | | |
| | 200-401-4440-6354 | REPAIRS & MAINT-VEHICLES | 32.42 | 5,000 | 4,632.78 | | | | |
| | 200-401-4440-6356 | UPKEEP OF GROUNDS | 73.44 | 40,000 | 40,322.57 | | | | |
| | 213-210-2100-6221 | EQUIPMENT PARTS | 41.32 | 13,500 | 13,266.57 | | | | |
| | 213-210-2100-6433 | DUES,SUBSCRIPTIONS, MEMBERS | 50.00 | 9,721 | 2,723.22- | Y | | | |
| | 213-220-2200-6219 | MEDICAL & FIRST AID | 823.05 | 62,000 | 52,647.44 | | | | |
| | 600-300-3300-6212 | MOTOR FUEL & OIL | 42.78 | 25,000 | 24,957.22 | | | | |
| | 600-300-3300-6216 | CHEMICALS & CHEMICAL PRODU | 35.00 | 15,000 | 14,845.76 | | | | |
| | 600-300-3300-6353 | REPAIRS & MAINT-EQUIPMENT | 299.90 | 20,000 | 19,385.12 | | | | |
| | 603-300-3600-6356 | UPKEEP OF GROUNDS | 165.40 | 20,000 | 19,774.63 | | | | |
| | 615-401-4103-6212 | MOTOR FUEL & OIL | 145.98 | 3,000 | 2,660.39 | | | | |
| | 615-401-4103-6353 | REPAIRS & MAINT-EQUIPMENT | 416.80 | 23,000 | 21,423.10 | | | | |
| | 620-300-3500-6217 | OTHER GENERAL SUPPLIES | 13.00 | 108 | 82.00 | | | | |
| | ** 2021-2022 YEAR TOTALS ** | | 22,626.08 | | | | | | |

NO ERRORS

** END OF REPORT **

PACKET: 07507 EFT Payments

VENDOR SET: 1

FUND : 101 GENERAL

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|---------------|-------------------|---|--------|-----------|
| 1 -000335 | DAKOTA COMMUNICATIONS C | | | | | |
| | | I-HA2021-03 | 101-201-2010-6313 | DISPATCH CONT DCC FEE MARCH | 000000 | 28,008.00 |
| | | I-HA2021-03 | 101-201-2010-6313 | DISPATCH CONT DCC FEE MARCH | 000000 | 946.00- |
| 1 -000689 | LOGIS/LOCAL GOVERNMENT | | | | | |
| | | I-49932 | 101-201-2010-6313 | DISPATCH CONT DISPATCH | 000000 | 3,119.00 |
| | | I-49963 | 101-160-1601-6311 | EXPERT & CONS VDI CONSULT | 000000 | 93.75 |
| | | I-50020 | 101-160-1601-6571 | NON CAPITAL C ENTRUST TOKEN - DUNN | 000000 | 15.00 |
| 1 -000704 | ROAD EQUIPMENT PARTS CE | | | | | |
| | | I-MS635947 | 101-301-3200-6353 | REPAIRS & MAI AIR FILTER | 000000 | 54.40 |
| | | I-MS635948 | 101-301-3200-6212 | MOTOR FUEL & FILTERS | 000000 | 185.59 |
| 1 -001021 | INNOVATIVE OFFICE SOLUT | | | | | |
| | | I-IN3257390 | 101-105-1051-6201 | OFFICE SUPPLI OFFICE SUPPLIES | 000000 | 119.25 |
| 1 -001037 | PRECISE MOBILE RESOURCE | | | | | |
| | | I-200-1029483 | 101-301-3200-6310 | MAINTENANCE C DATAT PLAN | 000000 | 180.00 |
| 1 -001111 | ROYAL TIRE INC. | | | | | |
| | | I-337-49732 | 101-301-3200-6353 | REPAIRS & MAI TIRES | 000000 | 216.04 |
| 1 -001220 | JOE SPAGNOLETTI | | | | | |
| | | I-1140203 | 101-301-3200-6218 | CLOTHING & BA SPAGNOLETTI - WORK CLOTHES | 000000 | 139.96 |
| 1 -001453 | FOCUS ENGINEERING, INC. | | | | | |
| | | I-7588 | 101-301-3200-6311 | EXPERT & CONS MONTHLY RETAINER | 000000 | 2,200.00 |
| | | I-7588 | 101-300-3100-6311 | EXPERT & CONS MONTHLY RETAINER | 000000 | 4,950.00 |
| 1 -001569 | 1ST AYD CORPORATION | | | | | |
| | | I-PSI428480 | 101-301-3200-6353 | REPAIRS & MAI TRUCK WASH | 000000 | 55.75 |
| 1 -001805 | MEGAN SCHLEI | | | | | |
| | | I-019151 | 101-105-1051-6322 | POSTAGE SCHLEI POSTAGE REIMBURSE | 000000 | 16.00 |
| 1 -001847 | DUDE SOLUTIONS, INC. | | | | | |
| | | I-INV-82266 | 101-160-2301-6310 | MAINTENANCE C SMART GOV | 000000 | 11,312.00 |
| 1 -001952 | BENJAMIN BANITT | | | | | |
| | | I-BANNIT1 | 101-301-3200-6218 | CLOTHING & BA BANNIT - CLOTHING REIMBURSE | 000000 | 275.00 |
| 1 -002085 | KLETSCSKA INSPECTIONS, | | | | | |
| | | I-2020 INSP | 101-230-2301-6311 | EXPERT & CONS KLETSCSKA INSPECTIONS 2020 | 000000 | 1,849.60 |
| 1 -002100 | JACOB WILLERS | | | | | |
| | | I-BOOTS20 | 101-201-2010-6203 | SAFETY BOOTS JACOB WILLERS | 000000 | 152.99 |
| 1 -06385 | BOYER FORD TRUCKS | | | | | |
| | | I-939198 | 101-301-3200-6353 | REPAIRS & MAI HOSES | 000000 | 0.40 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

FUND : 101 GENERAL

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|----------|-------------------------|------------------|-------------------|----------------------------|--------|-----------|
| 1 -06385 | BOYER FORD TRUCKS | | | continued | | |
| | | I-940584 | 101-301-3200-6353 | REPAIRS & MAI COVER | 000000 | 98.42 |
| | | I-940896 | 101-301-3200-6353 | REPAIRS & MAI OIL FILTERS | 000000 | 146.98 |
| | | I-941186 | 101-301-3200-6353 | REPAIRS & MAI BATTERY | 000000 | 139.15 |
| 1 -12074 | DAKOTA ELECTRIC ASSN | | | | | |
| | | I-1527043 FEB 21 | 101-302-3201-6343 | LIGHT & POWER ELECTRIC | 000000 | 2,637.03 |
| | | I-3557071-FEB 21 | 101-201-2016-6343 | LIGHT & POWER ELECTRIC | 000000 | 18.38 |
| 1 -29600 | H & L MESABI | | | | | |
| | | I-07878 | 101-301-3200-6353 | REPAIRS & MAI BLADES | 000000 | 539.00 |
| | | I-07879 | 101-301-3200-6353 | REPAIRS & MAI CURB RUNNER | 000000 | 1,303.00 |
| 1 -48769 | METROPOLITAN COUNCIL EN | | | | | |
| | | I-DEC 2020 | 101-230-2301-2017 | SAC CHARGES P DEC 2020 SAC | 000000 | 17,395.00 |
| | | I-JAN21 SAC | 101-230-2301-2017 | SAC CHARGES P JAN SAC 2021 | 000000 | 4,970.00 |
| | | I-JAN21 SAC | 101-230-2301-5221 | BUILDING PERM JAN SAC 2021 | 000000 | 49.70- |
| 1 -97310 | ZIEGLER, INC. | | | | | |
| | | I-PC002212412 | 101-301-3200-6353 | REPAIRS & MAI LAMP | 000000 | 144.39 |
| | | | | FUND 101 GENERAL | TOTAL: | 79,338.38 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

FUND : 200 PARKS

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|-------------|-------------------|-------------------------------|--------|----------|
| 1 -001247 | MANSFIELD OIL COMPANY | | | | | |
| | | I-22195116 | 200-401-0000-1501 | FUEL INVENTOR 650 GAL DIESEL | 000000 | 1,449.00 |
| 1 -001262 | SCHLOMKA'S PORTABLE RES | | | | | |
| | | I-9411 | 200-401-4440-6364 | RENTAL-OTHER JAN RENTALS | 000000 | 791.00 |
| 1 -53310 | NIEBUR TRACTOR & EQUIPM | | | | | |
| | | I-01-159169 | 200-401-4440-6353 | REPAIRS & MAI BLOWER PARTS | 000000 | 157.61 |
| | | I-01-159328 | 200-401-4440-6353 | REPAIRS & MAI BLOWER CHAIN | 000000 | 42.51 |
| 1 -73168 | SHERWIN-WILLIAMS | | | | | |
| | | I-3300-3 | 200-401-4440-6356 | UPKEEP OF GRO TAPE FOR GARAGE | 000000 | 37.31 |
| | | | FUND | 200 PARKS | TOTAL: | 2,477.43 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

VIII-01

FUND : 213 FIRE & AMBULANCE

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|-------------|-------------------|--|--------|-----------|
| ===== | | | | | | |
| 1 -000335 | DAKOTA COMMUNICATIONS C | | | | | |
| | | I-HA2021-03 | 213-210-2100-6313 | DISPATCH CONT DCC FEE MARCH | 000000 | 14,004.00 |
| | | I-HA2021-03 | 213-210-2100-6313 | DISPATCH CONT DCC FEE MARCH | 000000 | 946.00- |
| 1 -000357 | IMAGE TREND, INC. | | | | | |
| | | I-126712 | 213-210-2100-6311 | EXPERT & CONS MONTHLY FEE | 000000 | 675.00 |
| | | I-126714 | 213-210-2100-6311 | EXPERT & CONS PHASE 2 FEE | 000000 | 273.19 |
| 1 -000574 | CHAD JENSEN | | | | | |
| | | I-300579784 | 213-210-2100-6203 | SAFETY BOOTS JENSEN BOOT REIMBURSEMENT | 000000 | 200.00 |
| 1 -000689 | LOGIS/LOCAL GOVERNMENT | | | | | |
| | | I-49932 | 213-210-2100-6313 | DISPATCH CONT DISPATCH | 000000 | 305.00 |
| 1 -62700 | PRAXAIR DISTRIBUTION-40 | | | | | |
| | | I-61665126 | 213-220-2200-6216 | CHEMICALS & C OXYGEN | 000000 | 190.24 |
| | | | | | | |
| | | | FUND | 213 FIRE & AMBULANCE | TOTAL: | 14,701.43 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

VIII-01

FUND : 401 PARKS CAPITAL PROJECTS

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|--------|-------------------|---------------------------------------|--|--------|
| 1 -001453 | FOCUS ENGINEERING, INC. | I-7593 | 401-401-4142-6590 | CONTRACTORS & 2020 TRAIL IMPROVEMENTS | 000000 | 762.75 |
| | | | | | FUND 401 PARKS CAPITAL PROJECTS TOTAL: | 762.75 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

FUND : 516 2016A G.O. TIF

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|-----------|-------------------|--------------------------------------|--------|----------|
| 1 -001422 | U.S. BANK | I-6008351 | 516-700-7000-6620 | FISCAL AGENT 2016A PAYING AGENT FEE | 000000 | 450.00 |
| 1 -001868 | AEM FINANCIAL SOLUTIONS | I-439208 | 516-700-7000-6620 | FISCAL AGENT 5 YEAR ARB REPORT 2016A | 000000 | 8,424.50 |
| | | | FUND | 516 2016A G.O. TIF | TOTAL: | 8,874.50 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

VIII-01

FUND : 600 WATER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|------------------|-------------------|--------------------------------|--------|----------|
| 1 -001453 | FOCUS ENGINEERING, INC. | I-7588 | 600-300-3300-6311 | EXPERT & CONS MONTHLY RETAINER | 000000 | 1,650.00 |
| 1 -12074 | DAKOTA ELECTRIC ASSN | I-2215911 FEB 21 | 600-300-3300-6343 | LIGHT & POWER ELECTRIC | 000000 | 152.98 |
| | | | FUND | 600 WATER | TOTAL: | 1,802.98 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

FUND : 601 WASTEWATER

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|------------------|-------------------|------------------------------------|--------|------------|
| 1 -001453 | FOCUS ENGINEERING, INC. | I-7588 | 601-300-3400-6311 | EXPERT & CONS MONTHLY RETAINER | 000000 | 1,650.00 |
| 1 -12074 | DAKOTA ELECTRIC ASSN | I-2148443 FEB 21 | 601-300-3400-6343 | LIGHT & POWER ELECTRIC | 000000 | 229.10 |
| | | I-3470135 FEB 21 | 601-300-3400-6343 | LIGHT & POWER ELECTRIC | 000000 | 209.85 |
| 1 -48768 | MCES | I-0001119410 | 601-300-3400-6366 | METRO WASTE C WASTE WATER MARCH 21 | 000000 | 117,650.62 |
| | | | FUND | 601 WASTEWATER | TOTAL: | 119,739.57 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

VIII-01

FUND : 603 STORM WATER UTILITY

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|-------------------------|--------|-------------------|--------------------------------|--------|--------|
| 1 -001453 | FOCUS ENGINEERING, INC. | I-7588 | 603-300-3600-6311 | EXPERT & CONS MONTHLY RETAINER | 000000 | 550.00 |
| | | | FUND | 603 STORM WATER UTILITY | TOTAL: | 550.00 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

FUND : 620 HYDRO ELECTRIC

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|-----------|--------------------|---------|-------------------|--------------------------------------|--------|--------|
| 1 -000953 | AVANT ENERGY, INC. | | | | | |
| | | I-14846 | 620-300-3500-6311 | EXPERT & CONS ANNUAL FEE / INSURANCE | 000000 | 624.12 |
| | | | FUND | 620 HYDRO ELECTRIC | TOTAL: | 624.12 |

PACKET: 07507 EFT Payments

VENDOR SET: 1

FUND : 807 ESCROW - DEV/ENG/TIF-HRA

VIII-01

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | EFT # | AMOUNT |
|--------|---------------------------------|--------|-------------------|--|--------|------------|
| ===== | | | | | | |
| 1 | -001453 FOCUS ENGINEERING, INC. | | | | | |
| | | I-7589 | 807-300-1639-2022 | SOUTH OAKS 4T SOUTH OAKS | 000000 | 254.25 |
| | | I-7590 | 807-150-1683-2024 | HERITAGE RIDG HERITAGE RIDGE | 000000 | 1,152.25 |
| | | I-7591 | 807-150-1682-2024 | Epcon Meridia VILLAS PLEASANT | 000000 | 56.50 |
| | | I-7592 | 807-150-1683-2024 | HERITAGE RIDG HERITAGE RIDGE 2 | 000000 | 593.25 |
| | | | | FUND 807 ESCROW - DEV/ENG/TIF-HRA TOTAL: | | 2,056.25 |
| | | | | REPORT GRAND TOTAL: | | 230,927.41 |

VIII-01

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|-----------|-----------------------------|----------------------------|------------|---------------------|------------------|-----------|------------------------|------------------|-----------|
| | | | | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG |
| 2020-2021 | 101-201-2010-6203 | SAFETY BOOTS | 152.99 | 600 | 84.41- | Y | | | |
| | 101-230-2301-2017 | SAC CHARGES PAYABLE | 17,395.00 | | | | | | |
| | 101-230-2301-6311 | EXPERT & CONSULTANT | 1,849.60 | 23,000 | 12,681.52- | Y | | | |
| | 213-210-2100-6203 | SAFETY BOOTS | 200.00 | 2,500 | 525.72 | | | | |
| | ** 2020-2021 YEAR TOTALS ** | | 19,597.59 | | | | | | |
| 2021-2022 | 101-105-1051-6201 | OFFICE SUPPLIES | 119.25 | 6,400 | 5,597.20 | | | | |
| | 101-105-1051-6322 | POSTAGE | 16.00 | 1,800 | 1,768.10 | | | | |
| | 101-160-1601-6311 | EXPERT & CONSULTANT | 93.75 | 17,500 | 17,406.25 | | | | |
| | 101-160-1601-6571 | NON CAPITAL COMPUTER EQUIP | 15.00 | 10,030 | 9,118.12 | | | | |
| | 101-160-2301-6310 | MAINTENANCE CONTRACT-BUILD | 11,312.00 | 10,605 | 707.00- | Y | | | |
| | 101-201-2010-6313 | DISPATCH CONTRACT-COUNTY | 30,181.00 | 436,165 | 374,153.70 | | | | |
| | 101-201-2016-6343 | LIGHT & POWER | 18.38 | 1,000 | 981.62 | | | | |
| | 101-230-2301-2017 | SAC CHARGES PAYABLE | 4,970.00 | | | | | | |
| | 101-230-2301-5221 | BUILDING PERMIT*NON-EXPENS | 49.70- | 290,000- | 269,729.15- | | | | |
| | 101-300-3100-6311 | EXPERT & CONSULTANT | 4,950.00 | 67,850 | 61,075.00 | | | | |
| | 101-301-3200-6212 | MOTOR FUEL & OIL | 185.59 | 55,000 | 54,138.25 | | | | |
| | 101-301-3200-6218 | CLOTHING & BADGES | 414.96 | 3,000 | 2,525.04 | | | | |
| | 101-301-3200-6310 | MAINTENANCE CONTRACTS | 180.00 | 20,000 | 19,470.10 | | | | |
| | 101-301-3200-6311 | EXPERT & CONSULTANT | 2,200.00 | 24,000 | 21,800.00 | | | | |
| | 101-301-3200-6353 | REPAIRS & MAINT-EQUIPMENT | 2,697.53 | 55,000 | 47,989.29 | | | | |
| | 101-302-3201-6343 | LIGHT & POWER | 2,637.03 | 231,800 | 229,162.97 | | | | |
| | 200-401-0000-1501 | FUEL INVENTORY | 1,449.00 | | | | | | |
| | 200-401-4440-6353 | REPAIRS & MAINT-EQUIPMENT | 200.12 | 23,000 | 19,953.17 | | | | |
| | 200-401-4440-6356 | UPKEEP OF GROUNDS | 37.31 | 40,000 | 40,322.57 | | | | |
| | 200-401-4440-6364 | RENTAL-OTHER EQUIPMENT-LEA | 791.00 | 6,500 | 5,224.47 | | | | |
| | 213-210-2100-6311 | EXPERT & CONSULTANT | 948.19 | 76,325 | 69,258.63 | | | | |
| | 213-210-2100-6313 | DISPATCH CONTRACT-COUNTY | 13,363.00 | 309,450 | 282,724.00 | | | | |
| | 213-220-2200-6216 | CHEMICALS & CHEMICAL PRODU | 190.24 | 0 | 2,194.53- | Y | | | |
| | 401-401-4142-6590 | CONTRACTORS & CONSTRUCTION | 762.75 | 0 | 762.75- | Y | | | |
| | 516-700-7000-6620 | FISCAL AGENT FEES | 8,874.50 | 750 | 8,124.50- | Y | | | |
| | 600-300-3300-6311 | EXPERT & CONSULTANT | 1,650.00 | 33,750 | 29,983.75 | | | | |
| | 600-300-3300-6343 | LIGHT & POWER | 152.98 | 143,100 | 142,947.02 | | | | |
| | 601-300-3400-6311 | EXPERT & CONSULTANT | 1,650.00 | 43,750 | 42,100.00 | | | | |
| | 601-300-3400-6343 | LIGHT & POWER | 438.95 | 22,700 | 22,261.05 | | | | |
| | 601-300-3400-6366 | METRO WASTE CONTROL COMMIS | 117,650.62 | 1,270,143 | 1,034,841.76 | | | | |
| | 603-300-3600-6311 | EXPERT & CONSULTANT | 550.00 | 30,000 | 29,450.00 | | | | |
| | 620-300-3500-6311 | EXPERT & CONSULTANT | 624.12 | 7,500 | 6,875.88 | | | | |
| | 807-150-1682-2024 | Epcon Meridian Senior Vill | 56.50 | | | | | | |
| | 807-150-1683-2024 | HERITAGE RIDGE PLAT | 1,745.50 | | | | | | |
| | 807-300-1639-2022 | SOUTH OAKS 4TH ENG PR 2015 | 254.25 | | | | | | |
| | ** 2021-2022 YEAR TOTALS ** | | 211,329.82 | | | | | | |

NO ERRORS

** END OF REPORT **



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Paige Marschall Bigler, Recreation Programming Specialist

Date: February 16th, 2021

Item: Accepting Sponsorship

Council Action Requested: Accept Ardent Mills Sponsorship of \$2,000.00 for Movies in the Park. The Movies in the Park series will be held June – August 2021 at Levee Park.

Background Information: The City of Hastings and Ardent Mills signed a mutual agreement as part of the 2021 Movies in the Park sponsorship. It is recommended the consideration and acceptance of the monetary sponsorship.

Financial Impact: Staff will continue to include sponsorships as a revenue item as part of the budget process to offset programming costs; specifically costs for Movies in the Park.

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Movies in the Park Mutual Agreement & Sponsor Form



City of Hastings – Parks and Recreation Department
 2021 Movies in the Park Sponsorship
 Mutual Agreement
 Sponsorship Request: \$2,000.00

Enter into a \$2,000 sponsorship paid by *Ardent Mills* for the 2021 Movies in the Park Series; paid no later than April 1, 2021. Made payable to the *City of Hastings* and submitted to: Hastings Parks and Recreation, 920 West 10th Street, Hastings, MN 55033

Ardent Mills Sponsorship benefits for 2021 Movies in the Park

- Hunger Relief localized by providing opportunities for attendees to bring a non-perishable food shelf donation to events. Donations will be collected in a labeled bin provide by Hastings Family Service and brought to HFS after each event by City Staff.
- Recognition of sponsorship commitment through Hastings City Council. The Parks and Recreation Department staff member will submit a City Council Memorandum.
- Sponsorship acknowledgement on the City of Hastings Facebook Event postings for Movies in the Park June – September 2021. City Staff will develop postings throughout the promotional timeframe.
- Ardent Mills listed as a sponsor on City of Hastings Rotary Pavilion, Programs and Events Webpage. Webpage: www.hastingsmn.gov/programsandevents design by City of Hastings Parks and Recreation staff member.
- Sponsored By: Ardent Mills banner displayed during 2021 Movies in the Park events. Banner designed, printed and posted by City staff member during event. Provided by the City of Hastings using logo provided by Ardent Mills.
- Ardent Mills acknowledged on 2021 Calendar of Events promotional posters. Posters designed and printed through a local vendor and distributed by The City of Hastings.
- Ardent Mills acknowledged in articles and interviews with local media outlets. Interviews and articles provided by The City of Hastings and/or in partnership with Ardent Mills.

Point of Contact:

City of Hastings, Parks and Recreation Department
 Paige Marschall Bigler, Recreation Programming Specialist
 Phone: 651-480-6182 Email: pmarschall@hastingsmn.gov

Agreement

The *City of Hastings Parks and Recreation Department*, and *Ardent Mills* agree to the terms and the sponsor partnership as outlined above.

Paige Marschall Bigler

City of Hastings Representative

Julie Nell

Ardent Mills Representative

1/28/21

Date

2-1-21

Date

Signed electronically



City of Hastings Parks and Recreation
 920 West 10th Street
 Hastings, MN 55033
 Direct (651)-480-6182 Fax (651)-437-5396
 www.hastingsmn.gov

2021 Movies in the Park Sponsorship

SPONSOR NAME: Ardent Mills

This informational form is accompanied
 by a Mutual Sponsorship Agreement

SPONSOR INFORMATION:

| | |
|--|-------------------------------------|
| Contact Name: Julie Nell | Business Phone: 651-829-8449 |
| Email: julie.nell@ardentmills.com | Address: 2005 Vermillion St. |
| Type of Sponsorship: Partnering Sponsor | |

2021 Movies in the Park Description: The purpose of Movies in the Park is to provide a sense of community pride and cohesiveness, to invite the community and visitors to utilize the outdoor facility space, and to create community connections between individuals, businesses and organizations. Movies in the Park will consist of six separate movies showings from June through August. Each showing will be held at the Rotary Pavilion located at 20 Ramsey Street, Hastings, MN 55033. The movies are free of charge to attendees made possible by Ardent Mills Sponsorship. The movie options were chosen with the intent of attracting a variety of ages, while providing a family friendly atmosphere. Movies in the Park events also include a component of activities coordinated by partnering organizations prior to each showing. Partnership activities allow for attendees to spend more time outdoors in our park system.

2021 Movies in the Park – Date & Movie

| | |
|--------------------------------|----------------------------------|
| Friday, June 11 8:30 p.m. | Indiana Jones & The Last Crusade |
| Friday, June 25 8:30 p.m. | Planes – Fire & Rescue |
| Friday, July 9 8:30 p.m. | Mighty Ducks |
| Friday, July 23 8:30 p.m. | The Croods |
| Friday, August 13 8:00 p.m. | Babe |
| Friday, August 27 7:30 p.m. | Onward |

Date and title may be subject to change.

Ardent Mills Community Outreach Package \$2,000.00

- Hunger Relief localized by providing a non-perishable bin for attendees to donate to Hastings Family Service.
- Recognition of *Ardent Mills* sponsorship through Hastings City Council
- Sponsorship acknowledgement on City of Hastings Facebook Event postings for Movies in the Park
- *Ardent Mills* listed on City of Hastings Programs and Events Webpage
- *Ardent Mills Banner* displayed during 2021 Movies in the Park Events
- *Ardent Mills* acknowledged on 2021 Calendar of Events promotional posters
- *Ardent Mills* acknowledged in articles and interviews with local media

\$2,000.00 SPONSORSHIP PAYMENT TO CITY OF HASTINGS: Cash Check # _____ Credit Card

Credit Card Payment:

If you are paying with a Credit Card, please call the Parks and Recreation Department, 651-480-6182 with payment for processing or in person at our Parks Office: 920 10th Street West, Hastings MN 55033

Check Payment: Submit to City of Hastings, Parks and Recreation Department, 920 10th Street West, Hastings 55033

OFFICE USE ONLY:

Date Received: ____/____/2021

Time Received: ____: ____ am/pm

Received In-person Drop Box Mail Email

Received By:



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Julie Flaten, Administrative Services Director
Date: February 16, 2021
Item: 2021 Collective Bargaining Agreement

Council Action Requested:

Approve the 2021 union contract for Teamsters Local #320 Fire Captains Unit

Background Information:

It is recommended that the Council act approving the union contract for the Teamsters Local #320 Fire Captains. The contract term is for January 1, 2021 through December 31, 2021.

Proposed changes include:

- 2.0% cost of living adjustment on January 1st and a 1.0% cost of living adjustment on July 1, 2021, paramedic premium adjustment
- No increase but change in how holidays hours are administered

Financial Impact:

Wage adjustments are included in the 2021 budget

Advisory Commission Discussion:

N/A

Council Committee Discussion:

The Finance Committee discussed compensation adjustments as part of the preparation of the 2021 budget.

Attachments:

Teamsters Local #320 Collective Bargaining Agreement

LABOR AGREEMENT

between

CITY OF HASTINGS

and

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT
EMPLOYEES UNION, LOCAL #320**



REPRESENTING
FIRE CAPTAIN'S UNIT

January 1, 2021 – December 31, 2021

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LABOR AGREEMENT
between
CITY OF HASTINGS
and
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION,
LOCAL #320 FIRE CAPTAINS UNIT

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021 between the City of Hastings, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality fire service and protection to the residents of Hastings. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under the Minnesota Statutes, Section 179A.31, Subd. 3, for all essential supervisory Fire Captains employed by the City of Hastings Fire & EMS Department, Hastings, Minnesota who are public employees within the meaning of Minn. Stat. 179.03 Subd. 14 excluding all other employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 **Union:** The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320.
- 3.2 **Employee:** A member of the City of Hastings Fire & EMS Department.

- 3.3 **Union Member:** A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320.
- 3.4 **Department:** The City of Hastings Fire & EMS Department.
- 3.5 **Employer:** The City of Hastings.
- 3.6 **Fire & EMS Director:** The Fire and Emergency Medical Services Director for the City of Hastings.
- 3.7 **Union Officer:** Officer elected by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.8 **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensations or the rights, privileges or obligations of employment.
- 3.9 **Day:** A day is defined as twelve (12) hours for Fire Captain, unless otherwise specified.
- 3.10 **Probationary Period:** All new, regular employees will serve a twelve (12) month probationary period.

ARTICLE IV. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or Interference with the normal functions of the Employer.
- 4.2 Any employee who engages in a strike may have their appointment or employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee. An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates. An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure or employment, or contract of employment, as they may have theretofore been entitled. No employee shall be entitled to any daily pay, wages or per diem for the days on which they engage in a strike.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE VI. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues, or a "fair share" deduction, as provided in Minnesota State Statute 179.65, Subd. 2, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE VII. EMPLOYEE RIGHTS—GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's

final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. If the grievance is still unresolved in Step 3, the UNION and EMPLOYER may agree, within ten (10) calendar days after the reply of the Step 3 Representative was due, to petition the Bureau of Mediation Services for assistance in settling through mediation.

If either party determines during the mediation process that further mediation would serve no purpose, the UNION within ten (10) calendar days by written notice to the EMPLOYER, may request arbitration of the dispute.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and

witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as, denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE VIII. SAVINGS CLAUSE

The Agreement is subject to the laws of the United States, the State of Minnesota and the City of Hastings. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX. SENIORITY

- 9.1 "Total seniority" shall be determined by the employee's length of continuous full-time employment with the Fire & EMS Department.

"Classification seniority" shall be defined as the length of cumulative service in a specific job classification with the EMPLOYER where "total seniority" remains unbroken. Classification seniority is used to determine the order of layoff when there is a specific reduction in a classification.

The department shall maintain and post a current seniority list during this AGREEMENT.

- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer.
- 9.3 Reduction of work force will be accomplished on the basis of total seniority. Employee shall be recalled from layoff on the basis of total seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.
- 9.4 Vacations will be selected on the basis of classification seniority from October 17 to October 31 of the current year. This will be done annually and covers the period from January 1st of the following calendar year to December 31st of the following calendar year. Vacation selection will be approved by the employer no later than November 14th of the current year. After November 14th or post approval, all vacation requests will be first come first serve until the next vacation selection process.
- 9.5 A reduction of work force will be accomplished on the basis of total seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

ARTICLE X. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 10.2 All discipline will be reduced to writing.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have Union representatives present at such questioning.

ARTICLE XI. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.

ARTICLE XII. HOURS OF EMPLOYMENT

The regular workweek for Fire Captains shall consist of an average of fifty-three (53) hours in one (1) week.

An employee who is not required to remain on the Employer's premises and is free to engage in their own pursuits, subject only to the understanding that the employee leave word at their home or with the Employer where they can be reached by the Employer, they are not working while "on call." When an employee is called out on a job assignment, only the time actually spent on making the call may be counted as hours worked. Shift changes will be allowed, with prior supervisor approval, at any time during the current posted master schedule. Shift trades will not result in overtime or create a 48 hour shift.

ARTICLE XIII. LEGAL PROTECTION

All employees shall be given legal protection as provided for under Minnesota and Federal Statutes.

ARTICLE XIV. OVERTIME

All employees required to work at times other than their scheduled hours of employment will be paid at one and one-half (1½) times their regular hourly rate. If an employee is assigned to respond to the fire station at any time while not regularly

scheduled to work, such pay shall be at the regular overtime rate. A minimum of one and one-half (1½) hours at overtime rate will be paid for ambulance calls. Overtime will be distributed as equally as practicable.

Hours scheduled to work on New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas will be paid at 1.5 times the regular hourly rate. Premium pay is earned for those hours worked on the actual holiday listed above.

Use of vacation or sick time, during the work period defined by the City, does not count towards hours worked for calculating FLSA overtime eligibility.

ARTICLE XV. HOLIDAYS

Fire Captains shall be paid for seventy-two (72) hours holiday pay, paid by separate check no later than the first Friday after the first payday in December each year, regardless of the number of holidays actually worked. Holiday pay will be based on their individual hourly rate. Employees hired or separated from employment after January 1 of any calendar year shall earn holiday credit based on a pro-rated schedule of 1/12th of the total number of holidays granted in the paragraph above for each month or major fraction thereof worked.

Fire Captains shall receive a credit for 72 hours that shall be taken as additional vacation days. These days must be taken during the year in which they are earned. These hours may be taken in twelve (12) or twenty-four (24) hour increments. Vacation day usage shall not result in overtime.

ARTICLE XVI. EDUCATION INSTRUCTION TIME

Mandatory instructional/educational time shall be paid at the individuals' overtime rate while not on duty.

ARTICLE XVII. VACATION

17.1 For Captains, vacation shall be accumulated on the following twelve (12) hour day basis:

| YEAR OF SERVICE | DAYS OF VACATION |
|------------------------|-------------------------|
| 0- 1 year | 8 days (96 hours) |
| After 1 thru 5 years | 10 days (120 hours) |
| After 5 years | 11 days (132 hours) |
| After 6 years | 12 days (144 hours) |
| After 7 years | 13 days (156 hours) |
| After 8 years | 14 days (168 hours) |
| After 9 years | 15 days (180 hours) |
| After 10 years | 16 days (192 hours) |
| After 11 years | 17 days (204 hours) |
| After 12 years | 18 days (216 hours) |
| After 13 years | 19 days (228 hours) |
| After 14 thru 19 years | 20 days (240 hours) |
| After 19 years | 25 days (300 hours) |

| | |
|------------------|---|
| Years of Service | Vacation Maximums (Approved by City Council 09-05-95) |
|------------------|---|

| | |
|-----------|-------------------|
| 0-5 Years | 180 Hours Maximum |
| 6-10 | 270 Hours Maximum |
| 11+ years | 450 Hours Maximum |

- 17.2 All vacation pay shall be accrued, and in the event an employee's employment is terminated for any reason, the employee shall receive, upon their termination the vacation pay which they have coming at that time on a pro-rate basis. No more than four (4) consecutive weeks (212 hours) for Fire Captains vacation can be taken at one time.
- 17.3 In computing vacation pay, length of service shall be based upon the anniversary date of the day an employee commences employment as a full-time employee.

ARTICLE XVIII. SICK LEAVE AND OTHER LEAVES OF ABSENCE

- 18.1 **Sick Leave:** Sick leave will be granted pursuant to Federal Regulations, State Statute and FMLA. All employees of the City shall be entitled to accumulate one (1) day of sick leave for each month of employment. The Employer may require a doctor's certificate of any sick leave claim by a Fire Captain that exceeds three (3) consecutive 24-hour shifts.

Prolonged Illness Bank

Captains: From January 1, 1997, sick leave balances in excess of one hundred thirty (130) days (1560 hours) shall receive eight (8) hours of sick leave (to be placed in a prolonged illness sick leave bank) and four (4) hours of vacation for each month of employment. For employees who have accumulated in excess of one hundred thirty (130) days (1560 hours), this agreement shall start from the balance accrued as of January 1, 1997 and shall not be retroactive.

- 18.2 **Personal Leave:** All Fire Captains of the City shall be entitled to six (6) days (72 hours) personal leave per occurrence, which shall not accumulate. Personal leave for purpose of this paragraph includes and is limited to: Death in the immediate family, death of spouse, parent, brother, sister, child, grandchild, grandparent, and spouse's parent, brother, sister, child, grandchild, grandparent. Immediate family also includes "step" family members of the employee or employee's spouse.
- 18.3 **Jury Duty:** Employees called and selected for Jury Duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as a Juror.
- 18.4 **Union Leave:** The City agrees to grant the necessary time off without pay to any employee designated to attend a labor convention or to serve in any capacity on other official Union business.
- 18.5 **Court Time:** An employee who is required to appear in Court and/or for a Deposition during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) time the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court or Deposition appearance does not qualify the employee for the two (2) hour minimum.

ARTICLE XIX. SEVERANCE PAY

If an employee retires at age 65, or as otherwise provided by law, or is forced to retire due to physical condition not allowing them to continue gainful employment, or voluntarily employment with the City after due notice, with the consent of the City, but not if discharged or resigns by the request of the City, all and in each case after ten (10) years of service, he/she will receive fifty percent (50%) of unused sick leave and prolonged illness sick leave, based on his/her current hourly rate, as severance pay of the first 160 days of accumulated sick leave.

Maximum payment:

- Captain: up to a maximum of the first 160 days (1920 hours) of accumulated sick leave.

ARTICLE XX. INSURANCE

Health

The City will agree to pay the cost of single health insurance coverage, if such coverage is elected by the employee. Eligible employees may not waive single coverage.

The City will agree to contribute a percentage of premium as established by the City Council, towards coverage other than single as offered by the City and elected by the Employee. For 2021 the City will contribute 70% towards the premium of family plans and 65% towards the premium of employee plus spouse and employee plus child(ren) plans. Employees will be responsible for paying the remaining percentage of the premium, which will be done through payroll deduction.

Life

All regular employees will also receive a \$50,000 Life Insurance Policy effective upon date of agreement of this contract with the full cost of the premiums to be paid for by the City.

Long-Term Disability

Also, the City will provide a long-term disability insurance policy with no cost to the employee, as follows:

Eligibility: Each active, full-time employee who works a minimum of thirty (30) hours per week, except temporary employees.

Qualifying Period: Benefits accrued with respect to any one period of total disability after the expiration of a qualifying period of three (3) consecutive months.

Benefit Period: Monthly benefits are payable during the continuance of total disability as follow, but in no event are benefits payable beyond the attainment of age 65.

- a. Total disability due to sickness to age 65.
- b. Total disability due to an accident to age 65.

Monthly Schedule Amount: Sixty percent (60%) of normal monthly earnings to a maximum benefit of \$5,000.

ARTICLE XXI. INJURED ON DUTY

- 21.1 Employees injured while on duty will receive full pay for a maximum of ninety (90) working days while unable to work due to such injury. The first three (3) working days lost due to an injury on duty will be charged to an employee's sick leave account as part of worker's compensation "waiting period". If a work-related injury continues past ten days, the first three days which have been charged to the employee's sick leave account will be reimbursed to the employee. An employee with no sick leave accumulation will not receive payment for the first three (3) working days lost.
- 21.2 Any compensation payable to the employee under Worker's Compensation insurance will be reported to the Employer. The Employer shall make supplementary payments to the employee (not to be charged to the employee's accumulated sick leave) to make up the difference between Worker's Compensation and his/her normal rate of pay.
- 21.3 Any employee who claims an absence from work due to an injury sustained on the job shall provide, if requested by the Employer, a statement from the employee's attending physician as to the nature of the injury.
- 21.4 Any employee who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of and paid for by the Employer by a person competent to perform the same and as is designated by the Employer.

ARTICLE XXII. UNIFORMS

The Employer agrees to supply dress uniforms, work uniforms and turn out gear as required.

ARTICLE XXIII. WAGES

- 23.1 Effective January 1, 2019 3.0% cost of living adjustment.

Wages for the term of the contract will be adjusted as follows:

| | January 1, 2021 | July 1, 2021 |
|-----------|-----------------|--------------|
| Captain | 2.0% COLA | 1.0% COLA |
| | Hourly | Hourly |
| 24 months | \$33.02 | \$33.35 |
| 12 months | \$31.93 | \$32.25 |
| Start | \$30.89 | \$31.19 |

Retro pay is only paid to current City employees.

- 23.2 **Longevity**

Longevity shall be payable as follows:

- 1% after five (5) years
- 2% after ten (10) years
- 3% after fifteen (15) years

ARTICLE XXIV. WAIVER

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualified waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXV. POST RETIREMENT HEALTH CARE SAVINGS ACCOUNT

If the Union chooses to establish a Post Retirement Health Care Savings Account, the City agrees to management the administration of that account.

Retirement Health Savings Plan (RHS) - The Union and the City agree to implement a RHS plan as agreed upon by the membership. It is understood there will be no charge to the current level of severance payout calculations.

ARTICLE XXVI. DURATION

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until the thirty-first day of December, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF HASTINGS

Approved by City Council:

Mary D. Fasbender, Mayor Date

Dan Wietecha, City Administrator Date

Julie Flaten, City Clerk Date

**MINNESOTA TEAMSTERS PUBLIC & LAW
ENFORCEMENT EMPLOYEES' UNION, LOCAL
NO. 320**

Approved by Union:

Vance Rolfzen, Business Agent Date

Jamie Stevens, Union Steward Date

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION

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

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

WHEREAS, the City Council is appreciative of the donation and commends Rita Biskupski for her civic efforts,

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

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

Adopted this 16th day of February, 2021

Mary Fasbender, Mayor

Attest:

Erica Henderson, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempki – City Engineer
Date: February 10, 2021
Item: Accept Feasibility & Assessments Report, and Order Public Hearings for Project Scope and for Assessments – 15th Street Infrastructure Improvements Phase II

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 15th Street Infrastructure Improvements Phase II project.

The feasibility and assessments report will be emailed out to the Council prior to the February 16th City Council Meeting.

Background Information:

The 15th Street Infrastructure Improvements Phase II Project is a continuation of the same 15th Street corridor improvements that were completed in 2020. Phase II will include improvements to 15th Street W from Pine Street to Pleasant Drive.

This project includes a complete reconstruction and reduction in width of the street surface, which currently varies from 40 – 44 feet, to a consistent 36 feet in width after reconstruction. Also included is replacement of the sidewalk to be compliant with ADA standards and separated from the street by a grass boulevard wherever possible. The complete reconstruction of the street would include replacement of base material, new pavement, and new curb and gutter. Also included are replacements or lining of the sanitary sewer and water system main lines and services, and stormwater drainage improvements.

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 15th Street Infrastructure Improvements Phase II Project will be held on March 15th, with an assessment hearing for this project being held on April 19th.

Financial Impact:

The project has a total estimated cost of \$3,800,000, including design and other project delivery overhead costs. Street, storm sewer, and surface restoration costs estimated at \$2,470,000 will be funded primarily through bonded debt, the Municipal State Aid System (MSAS) account, and special assessments to adjacent properties. Sanitary sewer and water system costs will be funded by Utility Revenue Bonds in the estimated amount of \$1,330,000. 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 2021.

Council Committee Discussion:

Staff met with the Operations Committee on January 11, 2021, to discuss the recommended project scope and proposed assessment amounts. The Committee was supportive of the project recommendations. A notice was mailed to each property owner to make them aware of the project website that includes a presentation and additional resources. The property owners were strongly encouraged to visit and view the website and to call and set up one-on-one meetings with Engineer Staff to provide their comments and ask questions. To date we have conducted 20 property meetings, which is approximately 20% of the properties along the corridor. There has been general support from the discussions we've had during the public outreach period 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 15th City 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 15TH STREET INFRASTRUCTURE IMPROVEMENTS PHASE II PROJECT**

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

15TH STREET INFRASTRUCTURE IMPROVEMENTS PHASE II – new base material and pavement including concrete curb and gutter improvements, sidewalk replacement, and localized storm sewer system upsizing, extensions, repairs and replacements on 15th Street from Pine Street to Pleasant Drive;

AND WHEREAS, the total cost for the 15th Street Infrastructure Improvements Phase II project is estimated to be **\$2,470,000**,

AND WHEREAS, **\$581,850** 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 15th Street Infrastructure Improvements Phase II 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 15th Street Infrastructure Improvements Phase II project, pursuant to Chapter 429 of the Minnesota Statutes. The amount of proposed assessments for said project is hereby declared to be: **\$581,850**.
3. A public hearing for the consideration of the project scope and features of the 15th Street Infrastructure Improvements Phase II will be held at 7:00 PM, Monday, March 15, 2021 during the regular City Council Meeting, 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 15th Street Infrastructure Improvements Phase II project at 7:00 PM, Monday, April 19, 2021 during the regular City Council Meeting, and the City shall give mailed and published notice of such hearing and assessments as required by law.

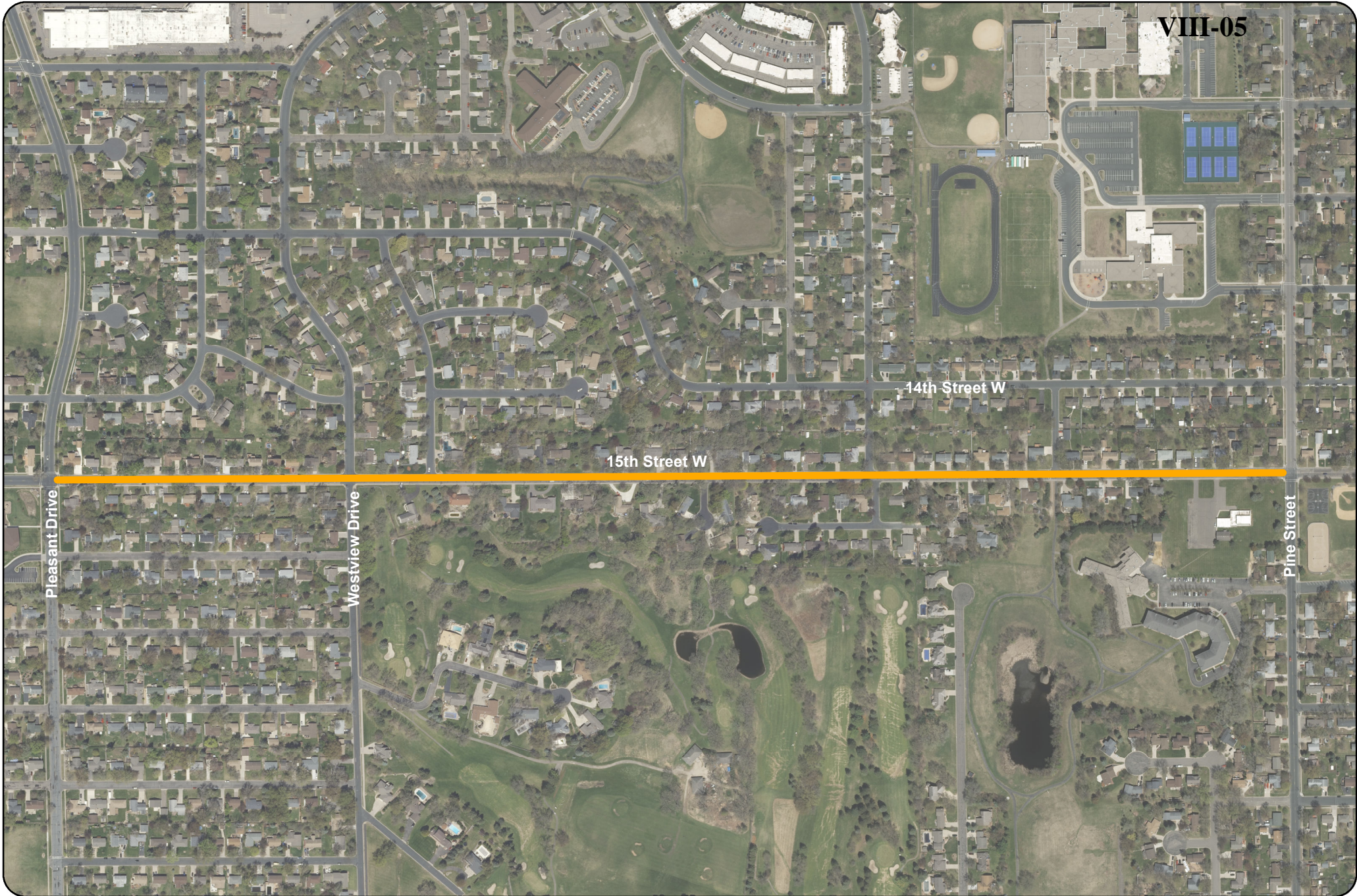
ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 16TH DAY OF FEBRUARY, 2021.

Ayes:

Nays:

ATTEST: _____
Erica Henderson, City Clerk

Mary D. Fasbender, Mayor



Proposed City Project 2021-1

15th Street Infrastructure Improvements - Phase II





City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: February 16, 2021
Item: Data Practices Responsible Authority and Compliance Official

Council Action Requested:

Approve Resolution Appointing a Responsible Authority and Assigning Duties

Background Information:

State statute requires the City to appoint a single employee as its Responsible Authority for the collection, use, and dissemination of government data. State statute also requires the City to appoint a Data Practices Compliance Official to address questions or concerns regarding the Minnesota Government Data Practices Act. The Responsible Authority may also serve as the Compliance Official.

In consultation with Administrative Services Coordinator Julie Flaten (who has served in these two roles) and City Attorney Dan Fluegel, I recommend that I be appointed to these two roles. These appointments are intended to be temporary until a new Assistant City Administrator / Human Resources Director is hired this spring. The attached resolution is based on a model resolution from the League of Minnesota Cities.

Financial Impact:

None

Committee Discussion:

Not applicable

Attachment:

- Resolution Appointing a Responsible Authority and Assigning Duties

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

A RESOLUTION APPOINTING A RESPONSIBLE AUTHORITY AND ASSIGNING DUTIES

WHEREAS, Minnesota Statutes, section 13.02, subdivision 16, as amended, requires that the City of Hastings appoint one person as the Responsible Authority to administer the requirements for collection, storage, use, and dissemination of data on individuals within the City and,

WHEREAS, the Hastings City Council shares concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statute

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

The City appoints City Administrator Dan Wietecha as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, chapter 13 as amended, and with rules as lawfully promulgated by the commissioner of Administration.

FURTHER, BE IT RESOLVED, the Responsible Authority shall require the requesting party to pay the actual cost of making, certifying, and compiling copies and of preparing summary data, as allowed by Minnesota Statutes, chapter 13 and by Minnesota Rules, chapter 1205, as amended.

FURTHER, BE IT RESOLVED, the Responsible Authority shall also serve as the Data Practices Compliance Official for the purposes of Minnesota Statutes, section 13.05.

Passed by the City Council of Hastings, Minnesota this 16th day of February, 2021.

Mayor Mary Fasbender

Attested:

City Clerk Erica Henderson



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: February 16, 2021
Item: City Administrator's Appointment of City Clerk

Council Action Requested:

Informational only. No action needed.

Background Information:

State statute requires the City to fill the position of City Clerk. Under Hastings City Charter, section 4.02, the City Administrator has the duty to appoint the City Clerk. I have named Erica Henderson as City Clerk effective February 13, 2021. This appointment is intended to be temporary until a new Assistant City Administrator / Human Resources Director is hired this spring. Ms. Henderson has served as the Deputy City Clerk since March 2019.

The City Clerk has a variety of duties related to official records and certifications. During the coming months, the most notable duty will be as authorized signer on City ordinances, resolutions, contracts, and other documents.

Financial Impact:

None

Committee Discussion:

Not applicable

Attachments:

Not applicable



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Erica Henderson, City Clerk
Date: February 16, 2021
Item: GBR Investments d/b/a The Coliseum Sports Bar & Grill 2:00 a.m. Liquor License

Council Action Requested:

Approve the attached resolution allowing a 2:00 a.m. Liquor License for GBR Investments d/b/a The Coliseum Sports Bar & Grill.

Background Information:

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

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

Financial Impact:

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

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 02 - - 21

**RESOLUTION APPROVING THE APPLICATION BY
GBR INVESTMENTS d/b/a THE
COLISEUM SPORTS BAR & GRILL
FOR A 2:00 A.M. LIQUOR LICENSE**

WHEREAS, GBR Investments d/b/a The Coliseum Sports Bar & Grill has presented an application to the City of Hastings for a 2:00 a.m. Liquor License; and

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

Whereupon said resolution was declared duly passed and adopted on the 16th day of February 2021.

Mary D. Fasbender, Mayor

ATTEST:

Erica Henderson, City Clerk



City Council Memorandum

To: Mayor Fasbender and City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: February 16, 2021
Item: Emerald Ash Borer Treatment – Preferred Vendor 2021

Council Action Requested: Support staff recommendation selecting Rainbow TreeCare (RTC) as the City’s 2021 EAB Treatment Preferred Vendor.

Background Information: 2017 was the first year which the City of Hastings solicited “not to exceed” pricing for Emerald Ash Borer treatments for our residents to take advantage of. The same program was repeated in 2018 and 2019, and in all three years, Rainbow TreeCare was the vendor selected based upon qualifications and pricing. During the 2017, 2018, 2019 and 2020 treatment seasons, RTC treated over 400 Ash trees each season in Hastings. This volume continues to exceed expectations, and proves that Hastings residents care about shade trees and the benefits they provide.

As a part of the 2019 solicitation, the City has the option to continue with Rainbow TreeCare in both 2020 and 2021 without a new solicitation. After reviewing the progress that has been made since 2017, it is clear to staff that continuing with Rainbow TreeCare for the 2021 treatment season is the best choice for residents of Hastings.

Highlights from Rainbow TreeCare’s 2019 proposal, which will continue in 2021, and are felt to best meet the needs of Hastings residents and the City of Hastings are as follows:

1. Cost of treatment per diameter inch: RTC proposed a not to exceed price of **\$5.82/dbh** (for the standard medium dose rate) for residential customers to treat ash trees for EAB. RTC has the ability to offer discounted rates based upon volume of trees, specifically encouraging homeowners associations and commercial properties.

2. Electronic tree inventory data collection: RTC included this within their proposal and have a dedicated GPS/GIS specialist on staff that will accomplish this function.
3. Years of experience and volume of trees treated annually: RTC has 13+ years of experience successfully treating ash trees for EAB.
4. Robust staff dedicated to conducting preventative treatments: RTC has over 40 Certified Arborists, 16 Certified Pesticide Applicators, and a Director of Municipal Consulting on staff and available to Hastings residents.

Staff are recommending Rainbow TreeCare to be designated as the preferred care provider for 2021. Staff have full confidence that our residents will receive top notch professional service from this company, and staff will receive a great deal of professional support.

Please note that selecting RTC as the preferred vendor DOES NOT equate to RTC being the exclusive vendor. Residents remain free to select any vendor they would like to treat boulevard and private ash trees.

Financial Impact: The “retail cost” for treating ash trees for EAB ranges between \$10.00 and \$13.00/dbh. By identifying RTC as the preferred vendor, Hastings residents can choose to pay significantly less per diameter inch for EAB treatments. For example, to treat a 20 inch tree at retail price would range between \$200.00 and \$260.00, with RTC’s not to exceed price of \$5.82/dbh a resident will pay \$116.40 for a treatment that will last 2 years.

After the 2021 treatment season has concluded, staff will again evaluate the success of the program with the vendor. After evaluation is complete, staff will make any necessary adjustments or refinements.

Advisory Commission Discussion: None

Council Committee Discussion: None

Attachments:

- Rainbow TreeCare’s 2019 EAB treatment pricing proposal



February 20, 2019

Chris Jenkins
City of Hastings
Parks & Recreation Department
920 W. 10th St.
Hastings, MN 55033
Sent via e-mail to: CJenkins@hastingsmn.gov

Re: Rainbow Treecare Emerald Ash Borer Injection Proposal to the City of Hastings

Dear Mr. Jenkins:

I am enclosing the quote from Rainbow Treecare to the City of Hastings (City) for the treatment of private ash trees by means of trunk injection to help control the spread of EAB.

In addition to offering a competitive price for ash tree protection, we excel in our GIS services, municipal customer service, and outreach & education to homeowners. Through these efforts, municipal partnership residents protect ash trees at three times the rate per 1000 people than residents in other cities.

Included in Rainbow Treecare's price per inch:

- Dedicated full-time municipal consulting and GIS staff
 - Single point of contact
 - End of year reporting on program participation including protected tree locations
- Design, printing, and mailing of co-branded postcards to residents (examples attached)
 - Our 2018 marketing contributions were \$3,000 to \$6,000 per city
- National experience in communicating the impacts and management of EAB in communities.
Our team won the 2018 Tree Care Industry Association Communications Award for our EAB City Partnerships Marketing Campaign

Thank you for considering Rainbow Treecare for this important project. I look forward to your response.

Respectfully,

Jeff Hafner
Director of Municipal Consulting
Rainbow Treecare
952-252-0596



**2019 Rainbow Treecare Emerald Ash
Borer Trunk Injection Treatment –
Pricing Proposal**



The City of Hastings (City) is soliciting pricing proposals from qualified tree care companies to conduct trunk injection treatments to combat EAB in the Hastings community. The desire is to secure a “not to exceed” price per DBH in three tree size categories which Hastings residents can access to treat both boulevard and private ash trees.

The City has completed a boulevard tree inventory and identified approximately 1,000 boulevard trees which are ash. This represents approximately 22% of the boulevard tree population within the city limits of Hastings. There is no inventory data for trees on private property.

In order to negotiate the best possible prices for residents, and encourage residents to proactively treat ash trees, the City is asking for pricing for the following scenario:

- Scenario #1: Rainbow Treecare as THE “preferred” vendor for 2019 with optional annual renewals (2 renewals possible; 2020 and 2021).

The chart below is completed with the understanding that the preferred vendor will be listed as such on the City website and in other formats which the City chooses to employ. Preferred does not mean exclusive.

The City also desires to collect inventory data for every tree that is treated in Hastings to supplement current inventory data. Data desired includes location of tree, condition of tree, and date of treatment. The City would also desire to have every treated tree identified with a simple tree tag indicating the year of treatment and the letters EAB.

The above tasks are included within this pricing proposal.

| 2019 Rainbow Treecare Proposed EAB Trunk Injection Pricing* | |
|--|---------------------------|
| Size Category (DBH) | Scenario #1 \$/DBH |
| Small: 8-19” | \$5.82 |
| Medium: 20-33” | \$5.82 |
| Large: 33” + | \$5.82 |

*Pricing based on the **MEDIUM** dose rate.

Advantages of working with Rainbow Treecare

- Proven record of a successful EAB programs
 - Excellent two-year participation in the City of Hastings
 - Over 20 Municipal EAB programs in 2018
 - Over 18,000 ash trees protected through our municipal partnerships
- High capacity for service delivery and tree data collection
 - Short response time from bid request to EAB service
- Commitment to customer service after the treatment
 - Program update meetings with staff and Commission presentations
 - RTC participation during City summer events

Reduced Residential Pricing for 2019

- Residential customers will pay \$5.82 an inch (a 7% reduction from 2018)

Rainbow Treecare is also happy to provide the following background as part of this proposal.

Years of Operation: 42

- Over 35 years performing plant health care of injection treatments for local units of government or other public agencies.

List of References/Communities:

| Community Name | Contact Name | Phone Number | Last Work Date |
|-------------------------|---------------------|---------------------|-----------------------|
| City of Burnsville | Dave Grommesch | 952-895-4508 | 2018 |
| City of Lakeville | Emily Ball | 952-985-2791 | 2018 |
| City of Chanhassen | Jill Sinclair | 952-227-1133 | 2018 |
| City of Brooklyn Park | Mark Anderson | 763-493-8126 | 2018 |
| City of Roseville | Anita Twaroski | 651-792-7142 | 2018 |
| City of Minnetonka | Hannibal Hayes | 952-988-8436 | 2018 |
| City of St. Louis Park | Jim Vaughan | 952-924-2699 | 2018 |
| City of Eden Prairie | Jacob Busiahn | 952-949-8463 | 2018 |
| City of Maple Grove | Kelley Matzke | 612-968-3615 | 2018 |
| City of Oakdale | Loren Coda | 651-501-5302 | 2018 |
| City of Champlin | Charlie Lehn | 763-923-7163 | 2018 |
| City of Circle Pines | Pat Stapleton | 763-231-2901 | 2018 |
| City of Farmington | Tom Hoffman | 651-280-6845 | 2018 |
| City of Mendota Heights | Ryan Ruzek | 651-255-1152 | 2018 |
| City of Prior Lake | Barb Thompson | 952-447-9800 | 2018 |
| City of White Bear Lake | Andy Wieteck | 651-775-2569 | 2018 |

Years of Experience Treating for EAB: 15

- In 2004, Rainbow Companies began working with university scientists across the country to verify product and equipment efficacy.
 - Partnered on 21 long-term multi-year trials
 - Evaluated 14 different technologies
 - Evaluated 59 experimental treatments (not including untreated controls)
- Developed revolutionary tree injection equipment which is included in the International Society of Arboriculture's Best Management Practices for Tree Injection.
- Injected over 25,000 ash trees in 2018

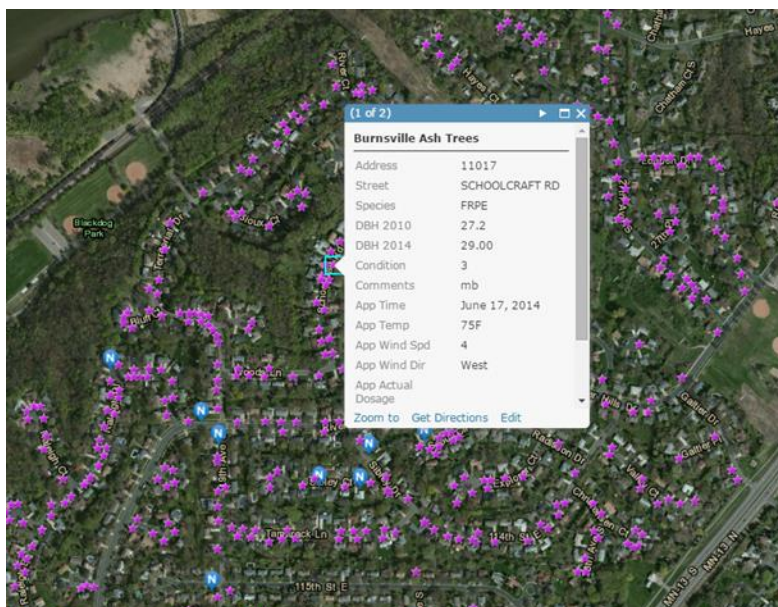
Certified Arborists (assigned to residential customers): 17

- Over 40 Certified Arborists on staff

GIS/GPS Specialist on staff: Davin Shokes—Mr. Shokes will manage inventory data and provide maps and tables for the project. As GIS Manager, Mr. Shokes has developed applications and mobile workflows to help commercial and municipal entities manage large tree populations. Mr. Shokes was awarded a Bachelor of Science Degree in Forest and Natural Resource Management with Urban & Community Forestry Specialization and has a strong understanding of statistics, geodatabase administration, and enterprise level software compatibilities.

GIS/GPS Data: Collected Information for each injected tree shall include:

- Size
- Species
- Diameter at Breast Height (DBH)
- Condition
- Applicator's initials
- Weather conditions at the time of application
- Screenshot example (below)



Rainbow Treecare 2019 Emerald Ash Borer Trunk Injection Treatment Proposal to the City of Hastings

Certified Pesticide Applicators:

| Last | First | Applicator's Lic. # | Certified Until | Categories |
|-------------|-----------|---------------------|-----------------|------------|
| Anderle | Wilson | 20194359 | 12/31/2019 | A,E |
| Anderson | Eric | 20176328 | 12/31/2019 | A,E |
| Anderson | Jacob | 20197080 | 12/31/2019 | A,E |
| Berg | Jared | 20196354 | 12/31/2019 | A,E |
| Boraas | Aaron | 20195660 | 12/31/2019 | A,E |
| Brooks | Lauren | 20196579 | 12/31/2019 | A,E |
| Carlisle | Colby | 20193177 | 12/31/2019 | A,E |
| Cornwell | Ashley | 20199261 | 12/31/2019 | A,E |
| Court | Mathew | 20194212 | 12/31/2019 | A,E |
| Cyboran | Chad | 20171846 | 12/31/2019 | A,E,J |
| Daly | Peter | 20196019 | 12/31/2019 | A,E |
| Dart | Charles | 20173029 | 12/31/2019 | A,E,P |
| Dick | Joe | 20173514 | 12/31/2019 | A,E,J |
| Drangstveit | Jason | 20194363 | 12/31/2019 | A,E |
| Eller | Robert | 20172612 | 12/31/2019 | A,E |
| Folkards | Luke | 20176321 | 12/31/2019 | A,E |
| Garvey | Colin | 20196691 | 12/31/2019 | A,E |
| Gauthier | Mitchael | 20190053 | 12/31/2019 | A,L,P |
| Gillis | Kyle | 20154564 | 12/31/2019 | A,E |
| Hagen | Donald | 20196497 | 12/31/2019 | A,E |
| Hanson | Nicholas | 20196892 | 12/31/2019 | A,E |
| Hjort | Soren | 20197766 | 12/31/2019 | A,E |
| Hoffman | Claire | 20199260 | 12/31/2019 | A,E |
| Hokens | Ridge | 20197041 | 12/31/2019 | A,E |
| Hughson | Brandon | 20127232 | 12/31/2019 | A,E |
| Karst | Matthew | 20178390 | 12/31/2019 | A,E |
| Kenney | Joshua | 20194361 | 12/31/2019 | A,E |
| Knight | Joseph | 20196696 | 12/31/2019 | A,E |
| Kuefler | Erika | 20194357 | 12/31/2019 | A,E |
| LaCroix | Angela | 20198665 | 12/31/2019 | A,E |
| Lang | Tyler | 20195817 | 12/31/2019 | A,E,J |
| Laphere | Steven | 20194362 | 12/31/2019 | A,E |
| Lefebvre | Louis | 20196690 | 12/31/2019 | A,E |
| Leininger | Mercedes | 20196564 | 12/31/2019 | A,E |
| Maiers | John | 20186980 | 12/31/2019 | A,E |
| McCollins | Thomas | 20196617 | 12/31/2019 | A,E |
| McCord | Katherine | 20193943 | 12/31/2019 | A,E |
| Miller | Brandon | 20108443 | 12/31/2019 | A,E |
| Mueller | Blake | 20195989 | 12/31/2019 | A,E |

| Certified Pesticide Applicators: Continued | | | | |
|---|--------------|----------------------------|------------------------|-------------------|
| Last | First | Applicator's Lic. # | Certified Until | Categories |
| Mueller | Madeline | 20199022 | 12/31/2019 | A,E |
| Nelson | Nathaniel | 20195659 | 12/31/2019 | A,E |
| Newkirk | Samuel | 20194326 | 12/31/2019 | A,E |
| Nuthals | Brittney | 20196018 | 12/31/2019 | A,E |
| Oberlander | Josh | 20196355 | 12/31/2019 | A,E |
| Olson | Per | 20195514 | 12/31/2019 | A,E |
| Pahl | Samuel | 20194358 | 12/31/2019 | A,E |
| Paul | Austin | 20192810 | 12/31/2019 | A,E,J |
| Peters | Colin | 20175247 | 12/31/2019 | A,E |
| Rose | Nathan | 20195118 | 12/31/2019 | A,E |
| Schoenike | Paul | 20108150 | 12/31/2019 | A,E |
| Seitz | Andrew | 20197425 | 12/31/2019 | A,E |
| Skager | Kevin | 20155857 | 12/31/2019 | A,E |
| Spaude | Jacob | 20195956 | 12/31/2019 | A,E |
| Stewart | Danielle | 20171848 | 12/31/2019 | A,E |
| Stewart | Zacharty | 20173235 | 12/31/2019 | A,E |
| Stokes | Robert | 20196706 | 12/31/2019 | A,E |
| Trifiletti | Brandon | 20195929 | 12/31/2019 | A,E |
| Trongard | Ross | 20176332 | 12/31/2019 | A,E |
| Vane | Peyton | 20173236 | 12/31/2019 | A,E |
| Welberg | Nathan | 20194215 | 12/31/2019 | A,E,J |
| Wilkinson | Mitchell | 20199538 | 12/31/2019 | A,E,J |
| Wischmann | Cole | 20193748 | 12/31/2019 | A,E |
| Yang | Kia | 20155088 | 12/31/2019 | A,E |
| Young | Jack | 20194329 | 12/31/2019 | A,E |
| Zera | RJ | 20197739 | 12/31/2019 | A,E |

- Every certified pesticide applicator completes Rainbow Onboarding and Orientation Training (ROOTS) which includes:
 - 4 days of intensive classroom and field training and demonstrations
 - Plant health care basics and protocols
 - Ride-a-longs with experienced technicians
 - Data collection and mobile apps training with GIS
 - All tree injection GIS data is tracked in real-time and can be made available at any time by request
- **Rainbow Treecare is accredited by the Tree Care Industry Association (TCIA), a designation that requires thorough annual reviews of company-wide training, safety programs and record keeping.**

Examples of direct to consumer marketing that will be undertaken to communicate with Hastings residents: Rainbow Treecare has an in-house design and marketing team that specializes in tree care outreach on a national level with print and web materials.

- Print—examples of outreach and educational EAB materials we have produced in partnership with municipalities:



Hastings Example:

EMERALD ASH BORER PREVENTION

Injection Treatment Program

Treatment

**LOW Cost
BIG Gain!**

2 Year Protection

Treated

vs.

Removal

**HIGH Cost
BIG Loss!**

Un-treated

CITY-WIDE RESIDENT DISCOUNT NOW AVAILABLE!

Due to the discovery of emerald ash borer (EAB) the City of Hastings has chosen Rainbow Treecare as their preferred contractor to treat ash trees within the city. This includes trees along boulevards.

A city-wide discount is being offered to Hastings property owners to protect ash trees. **Rainbow Treecare** will inspect tree(s) at no cost to determine if treatment is the best option. Property owners are **REQUIRED** to treat boulevard trees and strongly encouraged to treat private trees deemed high-value.

Rainbow Treecare offers a money back guarantee for Hastings residents if your tree dies from EAB while under continuous protection.

EAB larva damage on ash tree.

Web—our website receives thousands of page views annually (over 100,000 page views in 2018). This web traffic could be leveraged to co-market the injection project with the City

Hastings Example:



Home / Emerald Ash Borer / City Partnerships / Hastings Discount Program

Hastings Discount Program for Emerald Ash Borer Prevention

Emerald Ash Borer was confirmed in northeast Hastings in July 2016. Like most Minnesota cities, Hastings has an abundance of ash trees growing on public and private property. As a result, the city has chosen Rainbow Treecare as their preferred contractor to treat ash trees within the city. **This partnership also offers a city-wide discount through 2018 for any privately owned trees in Hastings.**

[Contact the Experts](#)

You can protect your ash tree for 20 years for less than the cost to remove and replace it.

| | | |
|--|------------|---|
|  Treatment LOW Cost BIG Gain! | VS. |  Removal HIGH Cost BIG Loss! |
|--|------------|---|

What are My Choices if I have an Ash Tree?
 If you have an ash tree, now is the time to decide what to do. Ash trees can either be protected or removed. Hastings is encouraging residents to treat large, well-placed, healthy private ash trees

Emerald Ash Borer Treatment Estimates
 952-767-6920

Name*

Email*

Phone*

Street Address*

Zip Code*

I would like to talk about:

Pruning / Trimming Tree / Stump Removal

Tree Health Care Emerald Ash Borer

[Chat with us](#)

CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA

RESOLUTION

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

WHEREAS, Climb Theater has presented to the City Parks & Recreation Department a donation of \$10,937.56 and has designated that this donation be used for the Parks and Recreation Department; and

WHEREAS, the City Council is appreciative of the donation and commends Climb Theater for their civic efforts,

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

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for Parks and Recreation; and

Adopted this 16th Day of February

Mary Fasbender, Mayor

Attest:

Erica Henderson, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: February 16, 2021
Item: City Attorney - Prosecution

Council Action Requested:

Approve Agreement for Legal Services Between the City of Hastings and Campbell Knutson, Professional Association.

Background Information:

After reviewing and interviewing several firms and conducting multiple reference checks, I recommend splitting our City Attorney work between two firms for civil and prosecution work in order to get the best expertise in each area.

Campbell Knutson has been in business for over 30 years and focuses on municipal law, including prosecution service. Campbell Knutson is very highly regarded in Dakota County and represents Eagan, Burnsville, Lakeville, Farmington, and South St. Paul.

Financial Impact:

Base hourly rate for Attorney \$120

Committee Discussion:

Not applicable

Attachments:

- Provision of Prosecutorial Legal Services
- Agreement for Legal Services Between the City of Hastings and Campbell Knutson, Professional Association

City of Hastings

Provision of Criminal Prosecutorial Legal Services



CAMPBELL KNUTSON

PROFESSIONAL ◆ ASSOCIATION

January 29, 2021

Contact: Elliott B. Knetsch
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
Email: eknetsch@ck-law.com
www.ck-law.com



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EXHIBIT A: INSURANCE CERTIFICATE



CRIMINAL PROSECUTORIAL LEGAL SERVICES PROPOSAL

THE FIRM

We are professional prosecutors. Campbell Knutson has, since its inception, focused on providing municipal clients with competent, prompt, and cost conscious service. We are based in Dakota County, and are intimately familiar with the culture, workings, bench and staff of the Dakota County Courts. Our firm has forged lasting and highly successful relationships with the police departments in Eagan, Burnsville, Lakeville, Farmington and South St. Paul. We would be honored to serve the City of Hastings.

We employ twelve attorneys and eleven legal assistants. Over 95 percent of the firm's revenue is generated by our public-sector clients. As a result, our attorneys and staff spend every day advising cities to help them navigate through difficult civil and criminal legal issues with confidence.

One of the hallmarks of Campbell Knutson's municipal practice has been the ability to combine our municipal law expertise with service carefully crafted to match each city's unique structure and governance style. It is this flexibility and proven adaptability that set Campbell Knutson apart and would make our firm a good match for Hastings. We would cultivate close working relationships with command staff and patrol officers. Our institutional knowledge of Dakota County would be invaluable to Hastings, and would allow us to respond quickly, thoroughly, and cost effectively.

With over 90 years of combined criminal law experience, we are the most experienced private firm in the state providing prosecution services. Our depth of personnel, both attorneys and staff, and knowledge of Dakota County and its courts, positions us as best able to obtain excellent results. We are constantly upgrading our technology to enhance our ability to transfer digital files from our clients to us, and from us to defense attorneys. These upgrades also keep us connected to all criminal justice partners such as law enforcement agencies, MNCIS, the BCA, DPS, and DVS.

Our firm is located in Eagan, just 20 minutes from Hastings. The firm's general contact information is as follows:

Campbell Knutson, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
Fax: (651) 234-6237
www.ck-law.com



OUR CLIENTS

Our firm provides high quality, cost-effective legal representation to the following municipalities and public organizations:

- ❖ Arden Hills since 2013
- ❖ Big Lake for since 1998
- ❖ Braham since 2001
- ❖ Burnsville since 1989
- ❖ Chanhassen since 1989
- ❖ Eagan since 2016
- ❖ Edina since 2007
- ❖ Elk River since 2013
- ❖ Elko New Market since 1992
- ❖ Falcon Heights since 1997
- ❖ Farmington since 1998
- ❖ League of MN Cities Insurance Trust since 1989
- ❖ Lakeville since 1989
- ❖ Lindström since 1997
- ❖ Lonsdale since 2018
- ❖ Mendota Heights since 2020
- ❖ Monticello since 2002
- ❖ Montrose since 2018
- ❖ Mora since 1999
- ❖ North Saint Paul since 2009
- ❖ Orono since 2006
- ❖ Otsego since 2020
- ❖ Plymouth since 1994
- ❖ St. Louis Park since 1996
- ❖ Shafer since 2018
- ❖ South St. Paul since 2011
- ❖ Stacy since 2017
- ❖ Stillwater Township since 1989
- ❖ Woodland since 2006
- ❖ Wyoming since 2017
- ❖ Zimmerman since 2003

Campbell Knutson has also been retained as special prosecutor by Hastings, Rosemount, Brooklyn Park, Golden Valley, Maple Grove, Long Lake, Shorewood, Dundas, Faribault, Goodhue County, Inver Grove Heights, Red Wing, St. Paul, Medina, Hopkins, Lake Minnetonka Conservation District, and West St. Paul.

MANAGING PARTNER

Elliott B. Knetsch. Elliott leads the firm's five-attorney prosecution team. Elliott would be the primary contact for the police department command staff and would be directly responsible for administration of the contract with Hastings. Elliott will apply his 30 years of experience to establish a first-rate prosecution program for Hastings.

- Currently, Elliott manages the prosecution teams for Eagan, Burnsville, Lakeville, Farmington, South St. Paul, Plymouth and Chanhassen.
- Elliott is very familiar with the Dakota County court system. He is adept at criminal prosecution, having personally handled thousands of DWIs and domestic assaults, as well as over fifty jury trials and hundreds of court trials.
- Elliott has the respect of the Dakota County Judges as well, having been in practice with many of them for years before they became judges.

PRINCIPAL PROSECUTOR

Henry A. Schaeffer, III. Henry would serve as principal prosecutor for Hastings. Henry has a well-rounded legal background. He has over twenty-five years of experience in the area of criminal law in the State of Minnesota. He began his career as a defense attorney, including approximately twelve years of work for the First District Public Defender’s Office. Today, he is an exclusive full-time prosecutor with Campbell Knutson, having handled literally hundreds of court trials, and countless jury trials and other contested evidentiary hearings on both sides of the courtroom.

Henry has prosecuted as a city attorney for sixteen years, and he would continue to serve as a key assistant city prosecutor under Mr. Knetsch. Henry has a well-rounded legal background. He began his career as a defense attorney, including approximately twelve years of work for the First District Public Defender’s Office. In 2005, he joined Campbell Knutson as an exclusive full-time prosecutor where he has handled literally hundreds of court trials, countless jury trials, and other contested evidentiary hearings. Having worked both sides of the courtroom, Henry has gained uncommon insight and compassion in handling cases.

Practicing law since 1993, Henry’s practice has been focused in the Dakota County court system, making him extremely familiar with the presiding judges and court staff, and he has earned a seat as a city prosecutor representative on the Dakota Criminal Courts Partners Workgroup (CCPW), and Dakota County Gun Surrender Workgroup. In his current practice, he would work closely with the patrol officers and investigators of the Hastings Police Department. Henry will be available 24/7 for consultation by Hastings officers and command staff, including probable cause detentions at the Dakota County Jail, and bail recommendations to the Court.

Henry currently sits on the Board of Directors of Legal Assistance of Dakota County, and is a two-time nominee, and the 2016 winner of the MADD Metro Prosecutor of the Year. As a Dakota County resident for over twenty-three years, Henry and his family have a vested interest in local law enforcement and charities - including the South Metro Law Enforcement Polar Plunge for Special Olympics, and the Law Enforcement Torch Run each year. He is committed to the prosperity of Dakota County as a whole, and would be proud to serve Hastings as its principal prosecutor.

ASSISTANT PROSECUTORS

While Elliott and Henry will provide prosecutorial legal services to Hastings, our firm has several other attorneys who practice criminal prosecution and will be part of Hastings’ prosecution team.

Jerome M. Porter. Jerome has dedicated the past fifteen years to representing municipalities as a city attorney. Jerome started his legal career at the firm of LeVander, Gillen & Miller, P.A. in South St. Paul. When Jerome applied for the position he did not know he would be asked to prosecute for multiple cities in Dakota County. As luck would have it, prosecution turned out to be his passion and when faced with being moved into the firm’s civil division, Jerome transferred firms and joined Grannis & Hauge, P.A. with the intention of practicing almost exclusively prosecution. In 2016, he joined Campbell Knutson, P.A., the premier prosecution firm in the metro. Fifteen years later, Jerome’s passion for prosecution has not faded, and he continues to grow in both his legal knowledge and acumen in regards to municipal prosecution.

Jerome takes pride in the relationships that he has forged with individual police officers. These relationships are beneficial for both pretrial preparation and in court testimony. Jerome's consistently positive attitude and desire to help endears him to both municipal clients and court personnel. Jerome has a vast breadth of legal knowledge pertaining to prosecution and ensures that municipal clients' questions are not only answered, but the reasoning behind the answer is also explained. Jerome's belief is that when the client understands the "why," the willingness to follow the recommendation/advice is increased twofold. Jerome gives municipal clients peace of mind by providing correct legal advice in a timely fashion.

Jerome has worked hand-in-hand with police officers in the past to deal with particularly difficult defendants. This has led to numerous convictions that have been upheld by both the Minnesota Court of Appeals and the Minnesota Supreme Court. While keeping costs in check, Jerome has been able to secure positive results in every area of criminal prosecution that has landed on his desk during his time as a prosecutor for multiple cities in Dakota County.

For Hastings, Jerome will provide legal analysis of changes in laws and criminal procedures, training of new officers and continual, in person, updates in regards to trending criminal issues. Jerome will work to ensure Campbell Knutson is efficiently meeting all of Hastings' expectations to the full satisfaction of the City of Hastings.

Alina Schwartz. Alina has been a full-time prosecutor for the past fifteen years. She is experienced in all facets of criminal prosecution. She has tried over thirty jury trials and hundreds of court trials. She is also an appellate specialist, having successfully briefed and argued multiple appeals. Her expertise in this area allows clients to make an accurate assessment of a case on appeal and its potential outcome. Alina appears in court on a weekly basis to handle jury trials, court trials, arraignments, pretrial hearings, and contested omnibus hearings.

Alina is an active member of the legal community. She is on the Board of Directors of the Suburban Hennepin County Prosecutors' Association (SHCPA). In that capacity, she serves as a representative of the organization at the Hennepin County Criminal Justice Task Force meetings as well as at the Hennepin County Domestic Violence Steering Committee. Alina has worked closely with Victim Advocacy groups and Plymouth Police Department to develop and enact a Blueprint for Safety Plan in domestic violence cases.

Meagan Kelley. Meagan is an associate attorney with Campbell Knutson and practices criminal prosecution. Meagan graduated from the University of Minnesota in 2014 with a Bachelor of Arts in Political Science. In 2017, she graduated from Mitchell Hamline School of Law. While attending law school, Meagan clerked in the Ramsey County Attorney's Office where she handled adult felony cases at various stages of the criminal process. Prior to joining Campbell Knutson, Meagan served as a judicial law clerk for the Honorable Gary Bastian and the Honorable Adam Yang in the Second Judicial District of Minnesota. Meagan handles all forfeiture matters for our prosecution clients.



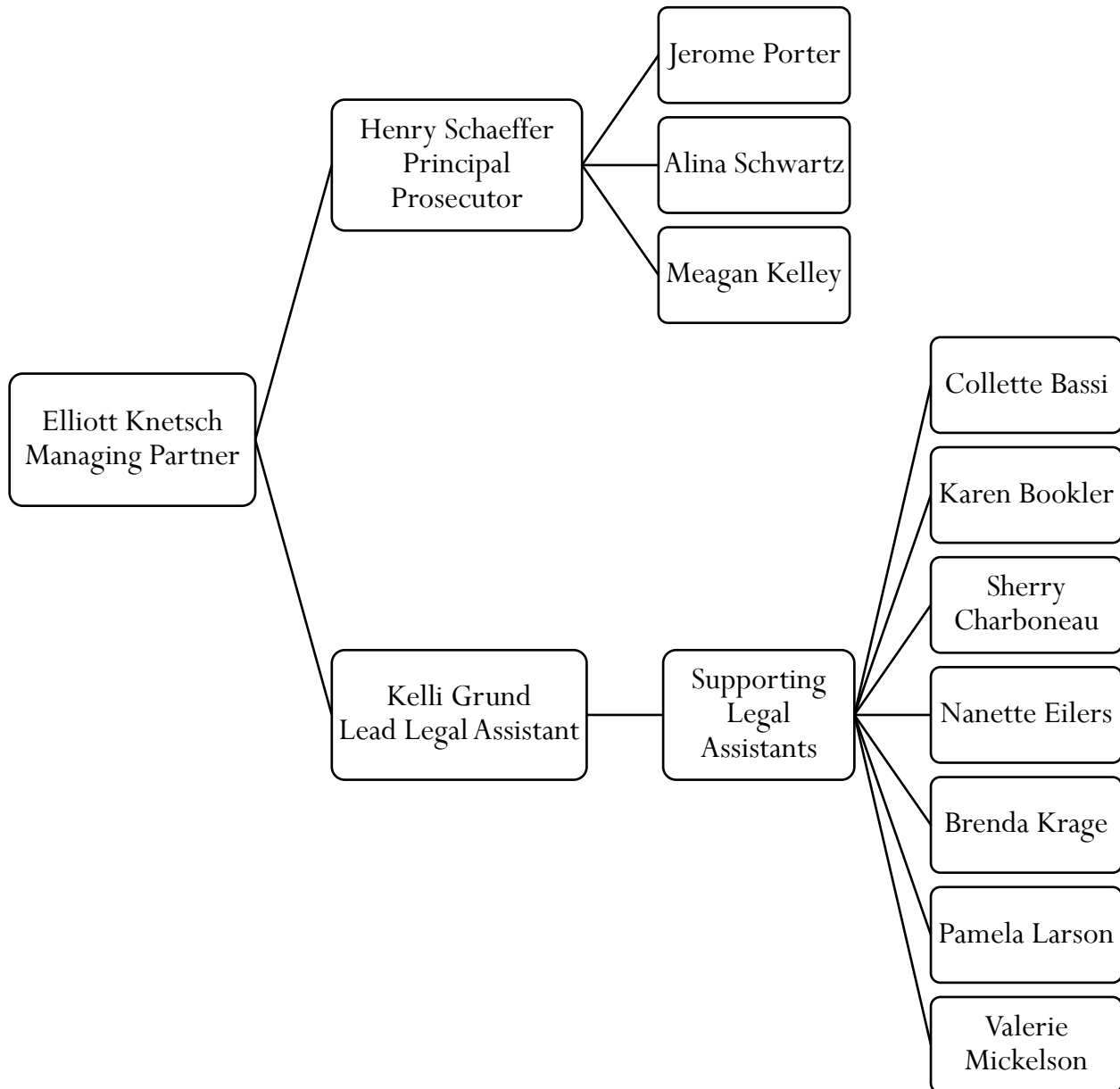
PROSECUTION STAFF

We have created and maintained an excellent relationship between our prosecution team and the Dakota County Court staff in Hastings, West Saint Paul, and Apple Valley. No other firm does more business in Dakota County. Our records management software is specially designed for prosecution, which enables us to professionally process the high volume of cases at minimal costs. Because of the administrative demands of criminal practice it is crucial that city records staff, our office, and the courts maintain a smooth and effective working relationship. After 30 years of partnering with law enforcement agencies and the Dakota County Courts, that system is now firmly in place. We are poised and eager to deliver the highest quality services for Hastings.

Kelli Grund would work as the lead prosecution assistant for Hastings during the transition. Kelli is extremely friendly, knowledgeable, and fast. She is dedicated to providing exceptional service with a smile. After graduating with honors from Mankato State University in 1990, Kelli has pursued a career as a legal assistant, and has been with us in prosecution since 2008. Kelli drafts formal complaints, prepares subpoenas for witnesses, and communicates with victims, the court, the police department, and attorneys on a daily basis. She is adept at handling the high volume of cases while still paying close attention to small details. In short, there is no one better suited than Kelli to ensure that Hastings' cases are handled with the utmost care.

Our receptionist, Karen Bookler, handles discovery requests for our clients, and would do so for the City of Hastings. Nanette Eilers, Brenda Krage, Valerie Mickelson, Pamela Larson, Collette Bassi, and Sara Peterson round out our team of experienced prosecution legal assistants.

HASTINGS PROSECUTION ORGANIZATIONAL CHART



PROSECUTION SERVICES

The Campbell Knutson prosecution team has a recognized excellence in delivering high quality prosecution services. Our prosecution team will provide Hastings with the following:

General Criminal Prosecution. Campbell Knutson's prosecution team is equipped to handle Hastings' cases from start to finish. This includes the discovery process, any pretrial motions, preparation of all notices as required by the Minnesota Rules of Criminal Procedure, all pretrial hearings, any jury or court trial, and any appellate matters. We are prepared to handle any case initiated by the Hastings Police Department, the Dakota County Sheriff's Office, the Minnesota State Patrol, the Department of Natural Resources, or any other law enforcement agency. Our firm is very familiar with the Minnesota court system. Moreover, because our prosecution team has handled all aspects of criminal litigation for decades, we will provide exceptional in-court representation. This firm has represented its prosecution client cities in hundreds of jury trials, court trials, contested hearings, and appeals to the Minnesota Court of Appeals and Minnesota Supreme Court.

Attendance at Briefings and Officer Training. Our representation would include Elliott and Henry regularly attending roll-call briefings weekly with officers at no cost to the City. We will provide quarterly training geared towards new officers but open to all officers. Recent topics have included warrantless motor vehicle searches, passenger identification and searches, court testimony, the expansion of the scope and duration of traffic stops, taking blood in criminal vehicular operation cases, the legality of towing vehicles when the driver is cited only, domestic abuse investigation techniques and prosecution strategies, and when to obtain search warrants in DWI investigations.

We are committed to providing timely updates to our clients about the important state and federal changes that impact the criminal law and the provision of day-to-day police services, whether the changes arise from new legislation, executive mandates, or judicial decisions.

Finally, due to the nature of criminal prosecution, both prosecutors and officers are in court a great deal. This provides an opportunity for an exchange of information about pending cases, and to build a relationship of trust and confidence, which is reflected in a high success rate in court outcomes. Due to the strong rapport we develop with officers, we are able to educate, inform, and mentor officers, and on occasion offer coaching, especially to new officers, to improve their performance and enhance public safety.

Availability/Response Time. We take extreme pride in client service. Clients are always able to reach us, day or night. Communication is the touchstone of a strong relationship. Our prosecutors' telephone numbers are distributed to administrative staff and are posted in squad rooms. Officers routinely call our prosecutors after normal business hours with questions in the field, and on weekends particularly with respect to the 48-hour hold rule. Our prosecutors regularly participate in ride-alongs with officers to help understand our client's culture and practices, to gain insight into local and distinctive patrol procedures, and to increase communication with the officers.

We are accustomed to meeting strict deadlines imposed by the court. Our experience allows us to work diligently but quickly in providing formal complaints, discovery, and legal memoranda. We always file formal complaints, DANCO motions, and bail recommendations within the deadline for all in-custody defendants.



Commitment to Prosecution. We have five attorneys who do nothing but prosecution, which no other private firm offers. We have never assigned a new associate to prosecution to “learn the ropes” or to gain “court experience” and then move on to more lucrative work in the private sector or doing criminal defense. On the contrary, prosecution has been and always will be a cornerstone of our practice which has been built brick-by-brick for the past 30+ years.

APPROACH TO PROSECUTION SERVICES

Campbell Knutson has always treated prosecution services as an integral component of our municipal representation. As part of our practice, we are accustomed to reviewing evidence and preparing criminal complaints when the facts warrant it. One of the core ethical tenants of prosecution work is to file charges only when we have sufficient admissible evidence to support a conviction beyond a reasonable doubt. If additional investigation is necessary before a charging decision can be made, we will work closely with the Hastings Police Department. We are committed to acting in the interests of justice. Our success is grounded on the following principles:

Victim-Centered Approach to Domestic Assault and Other Public Safety Matters. Our approach to plea bargaining centers on our clients, justice, and the victims of crime. We work closely with all crime victims throughout the court process. We contact crime victims directly in domestic assault cases and engage victim advocates for additional assistance. We seek the victim's input to assist us in determining the proper outcome of the case. If during the course of investigation or prosecution we learn that charges are either erroneous or unfounded, we work to ensure that the case does not continue. It is a simple thing to demand a plea of guilty and insist on a trial if a guilty plea is not received. It becomes more difficult when a victim pleads with you that she/he does not want you to force her/him to testify, that it will disrupt family harmony, have an adverse effect on the family's employment status and income, and do irreparable damage to the family unit. We recognize that the inner workings of the justice system have tangible effects on the lives of victims. If a prosecutor fails to take these factors into account, the prosecutor is not attempting to do justice, but is blindly seeking convictions. We make every effort to learn what is important to crime victims to ensure plea negotiations best serve the interests of justice.

Approach to Driving While Intoxicated Offenses. Our firm treats Driving While Intoxicated (DWI) offenses very seriously. We ensure that DWI offenders are prosecuted to protect public safety. All offenders are required to attend a Mothers Against Drunk Driving (MADD) Victim Impact Panel and obtain a Chemical Dependency Evaluation and follow those recommendations. For repeat offenders, we seek jail time, Electronic Home Monitoring (EHM), and significant fines. In the event an individual is a victim of a DWI offense, we seek restitution on his/her behalf.

Approach to Theft Offenses. Our firm handles a high volume of both misdemeanor and gross misdemeanor theft offenses. We regularly meet with the officers to enhance the law enforcement response to shoplifters. In prosecuting these offenses, we focus on the number and type of prior offenses an offender has had. We also consider the reason the offender stole the items. Depending on those factors, we will offer a first-offender diversion from prosecution if the offender successfully completes a shoplifting education course and remains law abiding for a period of time. In this way, offenders are held accountable but have the opportunity to minimize any collateral consequences.

Strategy Regarding Driver's License Offenses. Our firm deals with numerous defendants who are cited and arrested for repeat driver's license offenses, such as Driving After Revocation, Driving After Suspension, and Driving After Cancellation. Three of our cities currently participate in the Driving Diversion Program (DDP). DDP provides defendants with the tools to obtain a valid driver's license by putting overdue fines on a payment plan. This program is instrumental in helping defendants obtain insurance and have the ability to travel to work and school. The purpose of the program is to enable people to take responsibility for



their past conduct, pay their debts, and get back on the road to becoming a responsible citizen. If a defendant can successfully obtain a valid driver's license, then we will generally resolve the case in a way that will allow the defendant to retain the valid driver's license. If a defendant continues to drive without a valid license, then we will hold the offender accountable by seeking community work service, jail time, and fines to protect the traveling public.

TECHNOLOGY

We have invested heavily in our firm's technology infrastructure which will facilitate our interactions with the Hastings Police Department, the courts, and the defense bar.

eDocs. We have developed and implemented a proprietary secure web based file transfer application, called eDocs. Through eDocs, the Hastings Police Department would have the ability to electronically transfer all reports, video (including squad or body worn camera), audio, and pictures to us. This eliminates the need for police department records staff to copy, scan or burn reports and evidence. Our clients love eDocs, and it will save the department a substantial amount of property room and records staff time. It also allows the police department to transfer private and confidential data in a secure, efficient manner that eliminates reliance on snail-mail and unencrypted email.

Evidence.com. Four of our clients use AXON BWC's. One of those, Burnsville, was the first city in Minnesota to implement body cameras. We have been expertly navigating Evidence.com since 2011. We would seamlessly transition to handling Hastings' data stored in Evidence.com.

Case Management System (CMS). Our CMS software, MCAPS, is used by over 70 county attorneys in Minnesota. It is designed specifically for prosecution, is integrated with e-Charging, and is now supported by the Minnesota Counties Computer Cooperative.

CK Network. Campbell Knutson's laptops and computer network are state of the art. We have high speed business internet service. Each attorney has online access to all Minnesota and federal legal research materials. We have access to eDocs, MCAPS, the CK Network, and all law enforcement databases from anywhere, including:

- MNCIS/New MGA – We were the first private firm to have non-public MNICS access as part of the first MNCIS pilot project in Carver County.
- BCA – We receive all computerized criminal history documents from the law enforcement agencies we represent.
- Driver and Vehicle Services – We have full access to all DVS records.
- eCharging – We became the first private firm to utilize eCharging of criminal complaints. Since 2009, we have eCharged thousands of complaints in six counties and four judicial districts.

ProsecutorbyKarpel. Campbell Knutson recently purchased ProsecutorbyKarpel, which will replace mcaps. It is a web-based case management system with over 11,000 users in over 400 prosecutors' offices in 30 states. It is hosted in Microsoft's Azure Government Cloud and meets strict requirements for CJIS, FedRAMP and HIPPA compliance. It is the only application that interfaces with the Minnesota Public Defender's office ECM, for eDiscovery of all file types and sizes (including photos, audio and video).

A key reason we switched is the application automatically integrates with Evidence.com, which brings all data directly into related cases, without additional time and effort from our staff.

ADDITIONAL PROSECUTION RELATED SERVICES

The following legal services are outside Prosecution Services, but may be provided at the request of the City:

Police Policies. As part of our commitment to comprehensive prosecution services, we are available to draft policy memoranda, review police policies, analyze policy changes, and provide updates on legislative changes dealing with mandated policies.

Code Enforcement. We prosecute code violations for Burnsville, Lakeville, North Saint Paul, St. Louis Park, Orono, Plymouth, and several other cities. To accomplish compliance with city code provisions and city regulations, we emphasize communication with City staff and the development and implementation of a well-planned enforcement strategy.

Contract and Agreement Drafting. Campbell Knutson has drafted and reviewed all types of agreements, contracts, and policies related to criminal matters. In responding to a document drafting or review request, our attorneys will draw on the firm’s expansive documents database to efficiently and effectively produce a quality product.

Criminal Appeals. Campbell Knutson provides an experienced appellate practice team. We have argued and won many cases before the Minnesota Court of Appeals and Supreme Court. Alina Schwartz is our primary criminal appellate prosecutor. Alina is well versed in the applicable standards of review and appellate procedures. Her experience in this area allows her to provide a realistic assessment of a case for appeal and leads to high success rate in case outcomes. Alina has litigated and won important cases.

Notable Criminal Appellate Cases.

Minnesota Supreme Court: *State v. Hawkinson*, 829 N.W.2d 367 (Minn. 2013). The State did not act in bad faith destroying sample of defendant’s blood after defendant had made a demand for preservation of the sample, and thus destruction of the sample was not a *Brady* due process violation; State lab followed its normal procedures in destroying the sample, and the State had no bad motive to destroy the sample since it was inculpatory.

Minnesota Court of Appeals: *State v. Stephenson*, 760 N.W.2d 22 (Minn. Ct. App. 2009). Defendant did not have subjective expectation of privacy in residence, and any expectation of privacy defendant did have was unreasonable in light of the Order for Protection.

Minnesota Court of Appeals: *State v. Rohan*, 834 N.W.2d 223 (Minn. Ct. App. 2013). Serving alcoholic beverages to a person under 21 years of age was a strict-liability offense, and due process requirements of the U.S. and Minnesota constitutions do not require that criminal statutes include an intent element.

Data Practices. Our attorneys assist all of the firm’s police departments in responding to, and are also well versed in, data practices requests and issues. We continually monitor statutory changes in the Minnesota Government Data Practices Act and review the administrative opinions on data practices issues.



Vehicle Forfeitures. Two of our prosecution clients are among the most aggressive cities in pursuing DWI vehicle forfeitures. The firm has successfully handled hundreds of vehicle forfeitures. Due to the volume of cases we handle, we put our clients on the cutting edge of new developments in the law, resulting in more forfeitures being sustained in the courts. Pursuant to Minnesota law, 70 percent of proceeds must be forwarded to the appropriate law enforcement agency to fund DWI-related enforcement, training, and education, and 30 percent must be forwarded to the prosecuting authority to fund similar prosecutorial purposes.

Ordinance Drafting. We routinely assist our clients in drafting and implementing criminal ordinances. We take a proactive approach toward ordinance review and drafting. More than almost any other area, ordinance drafting can transform a seemingly insignificant word or phrase into a major unforeseen problem. Accordingly, when drafting an ordinance, we work and rework the language, compare it to that found in numerous other city codes, and review relevant case law. The rigorous process generates ordinances that are easily put into practice, and which clearly state prohibited conduct, and are enforceable.



COMPENSATION

A. *Criminal Prosecution Services:* For all Prosecution Services, we propose the following hourly rates:

- ◆ Attorneys \$120.00
- ◆ Legal Assistants/Law Clerks \$ 90.00

We believe hourly rates are the fairest way to proceed when entering a relationship with a new client. Setting a retainer is a guess until we have a track record working together with the new client. The actual hours billed could be much higher or lower, leading to a “winner” and a “loser”. For example, when we were hired in Chanhassen, our hourly rate was double the previous attorney. The City initially wanted a retainer based on their existing legal budget, but agreed to hourly rates. After the first year the total legal bill was half of what the legal budget was the year before.

If we are selected as City Prosecutors, we are willing to negotiate a monthly “not to exceed” cap, which would be reviewed after six months. The cap would then be negotiated annually for budgeting purposes.

B. *Legal Fees Not Included in Criminal Prosecution Services:* Legal Fees for the following legal services are not included in Criminal Prosecution Services:

- (1) Upon request by the City, criminal appeals, expungements, citations or prosecution of ordinance violations initiated by any City department other than the Police Department, and any Additional Prosecution Services, will be billed at the hourly rates set forth in Section C.
- (2) Forfeitures:
 - (i) On vehicle forfeiture matters, pursuant to Minn. Stat. § 169A.63, subd. 10, we will receive thirty (30%) percent of the proceeds from the sale of the forfeited vehicle, after payment of seizure, towing, storage, forfeiture and sale expenses, and satisfaction of valid liens against the vehicle.
 - (ii) Alternatively, vehicle forfeitures will be billed at the hourly rates set forth in Section C.

C. *Additional Prosecution Services:* We will bill at the following hourly rates:

- ◆ Attorneys \$150.00
- ◆ Legal Assistants/Law Clerks \$100.00

We will send the City a detailed, itemized monthly billing statement of the Additional Criminal and Prosecution legal services provided. The minimum billing increment is 0.2 hour.



D. Costs: Out-of-pocket costs without mark-up include:

- ◆ Lexis (only if used for Hastings matters)
- ◆ postage of 50¢ or more
- ◆ photocopies at 20¢ per page
- ◆ color copies at 40¢ per page
- ◆ court related costs (court filing fees, expert witnesses (with prior consent of City), subpoenas, service of process, court reporter fees)
- ◆ conflict attorneys' fees and costs

STATEMENT OF COMPLIANCE WITH CIVIL RIGHTS LAWS

The firm is fully compliant with state and federal laws, including EEOC, human rights, and data practices and agrees not to discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, status with regard to public assistance or disability and to take affirmative action to assure that all employees are treated equally with respect to training, hiring, rates of pay and other forms of compensation.

INSURANCE

Campbell Knutson will maintain comprehensive liability, professional liability, and workers' compensation insurance on all staff assigned to work for Hastings. We maintain malpractice insurance through Minnesota Lawyers Mutual and have policy limits of one million dollars per claim and three million dollars aggregate. If the City requires a higher per claim limit, please let us know and we will adjust our coverage. We have not had any malpractice claims against the firm or any of our attorneys, and no member of the firm has been subject to disciplinary action by the Lawyers Professional Responsibility Board. A copy of our Insurance Certificate is attached as Exhibit B.

FINANCIAL REPORT

Over 95% of the firm's revenue is generated by our public-sector clients. The firm is in good financial standing. A financial report is furnished upon request.

CONFLICTS OF INTEREST

Campbell Knutson does not currently have any clients in conflict with Hastings and has not represented any client in conflict with Hastings. If such a situation develops where there is a conflict or perceived conflict we would follow the requirements and processes to provide both parties with proper representation.

We rarely practice criminal defense except very occasionally for clients with long-term relationships to the firm. We have procedures in place at Campbell Knutson to check prospective clients for conflicts prior to the creation of any attorney-client relationship. Specifically, the Firm Administrator conducts an inquiry with all attorneys to ensure that no one has a conflict of interest with any prospective clients. If a conflict arises, we will not handle the case and instead find another qualified prosecutor to represent the City.



RESEARCH CAPABILITIES AND REFERENCE SUBSCRIPTIONS

Our firm maintains a contract with Lexis, which provides a wealth of legal resources. The research database provides us with access to state and federal legal resources. We also maintain a library at our office with statute books and other reference materials. Additionally, attorneys frequently attend Continuing Legal Education (CLE) seminars to obtain the most updated legal resources and tools. These resources allow our attorneys to efficiently meet deadlines for legal reports and memoranda; we always meet court filing deadlines. Available resources include:

| | |
|---|---|
| Lexis | Current Minnesota Statutes |
| IPAD Advisory Opinions | Breath Test Operator Training Booklet |
| Black's Law Dictionary | NHTSA – DWI Detection and Standardized Field Sobriety Testing |
| IMLA Model Ordinance/Annual Supplement | DWI/Implied Consent Elements – MN Attorney General's Office |
| Minnesota Misdemeanor & Moving Traffic Violations | Minnesota Jury Instruction Guides - Criminal |
| Current Minnesota Rules of Court – State | Minnesota Judges Criminal Benchbook |
| Current Minnesota Rules of Court - Federal | |
| Current Minnesota Session Laws | |

CLEs AND PROFESSIONAL ASSOCIATION ACTIVITIES

CLE courses recently attended or to be attended by Prosecutors:

Impaired Driving (New Laws, New Issues and New Decisions) at BCA Lab;
Sponsor: MN County Attorneys Association

The Prosecutors Toolkit for DWI Prosecution (Toxicology) at BCA Lab
Sponsor: MN County Attorneys Association

Trial Advocacy I
Sponsor: MN County Attorneys Association

Prosecutorial Error
Sponsor: Hennepin County Attorneys' Office

Jury Selection: Psychology and Technology
Sponsor: Hennepin County Bar Association

Minnesota City Attorneys Educational Conference (*Every Year*)
Sponsor: MN Government Training Services

(Elliott Knetsch—Presenter) 6th Annual Suburban Hennepin County Prosecutors Association CLE
Sponsor: Suburban Hennepin County Prosecutors Association

Trials of the Century
Sponsor: MN Continuing Legal Education

Crystal Meth: Unlike Any Other Drug Addiction, Addicts and the Justice System
Sponsor: MN State Bar Association (Criminal Law Section)

7th Annual Suburban Hennepin County Prosecutors Association CLE
Sponsor: Suburban Hennepin County Prosecutors Association

Dakota County Bar Association CLEs
 – When Your Client is Impaired
 – Employment Law Seminar

Making the System Work CLE (Ethics and Elimin. of Bias)
Sponsor: Legal Assistance of Dakota County

DWI – The Intoxilyzer Source Code Demystified CLE
Sponsor: MN Continuing Legal Education

Minnesota DWI Urine Testing: A Fluid Body of Law CLE
Sponsor: Hennepin County Bar Association

Tips to Avoid Common Courtroom Mistakes CLE
Sponsor: Hennepin County Bar Association

Criminal Law: Limiting Peremptory Challenges and Ethics (Impaired Clients) CLE
Sponsor: MN Continuing Legal Education

How to Effectively Prosecute and Defend DWIs in Minnesota
Sponsor: MN Continuing Legal Education

Ethics and the Practice of Criminal Law
Sponsor: Minneapolis City Attorney's Office



PROSECUTION REFERENCES

Campbell Knutson provides prosecution services to Burnsville, Chanhassen, Eagan, Farmington, Lakeville, Plymouth, and South St. Paul. Please feel free to contact any of the following references:

Eagan

Roger New, Police Chief

3830 Pilot Knob Road
Eagan, MN 55122
(651) 675-5801

Lakeville

Jeff Long, Police Chief

9237 183rd Street West
Lakeville, MN 55044
(952) 985-4801
jlong@lakevillemn.gov

South St. Paul

Bill Messerich, Police Chief

125 Third Avenue North, #3
South St. Paul, MN 55075
(651) 554-3302
william.messerich@southstpaul.org

Chanhassen

Eric Kittelson, Lieutenant

Carver County Sheriff's Dept.
606 East Fourth Street
Chaska, MN 55318
(952) 361-1212
ekittelson@co.carver.mn.us

Burnsville

Tanya Schwartz, Police Chief

100 Civic Center Parkway
Burnsville, MN 55337
(952) 895-4605
tanya.schwartz@burnsvillemn.gov

Farmington

Gary Rutherford, Police Chief

19500 Municipal Drive
Farmington, MN 55024
(651) 280-6701
grutherford@farmingtonmn.gov

Plymouth

Mike Goldstein, Police Chief

3400 Plymouth Boulevard
Plymouth, MN 55447
(763) 509-5129
mgoldstein@plymouthmn.gov



ELLIOTT B. KNETSCH

Shareholder
Prosecution Managing Partner

eknetsch@ck-law.com
(651) 234-6233



PROFESSIONAL EXPERIENCE

Elliott joined Grannis & Grannis after law school and moved with Roger Knutson to form Campbell Knutson in 1989. Starting with the City of Lakeville, Elliott's focus has been to build a professional prosecution powerhouse. Elliott has recruited and retained prosecuting attorneys and support staff that are second to none and remain extremely loyal to the firm and its clients. Brick-by-brick, Campbell Knutson has added clients to its municipal law practice, and is now recognized as a leader in the field.

PRACTICE AREAS

Elliott has an extensive background in municipal law. Elliott was the lead civil attorney for Burnsville and Cannon Falls, and the lead prosecutor for Lakeville, Plymouth and Cannon Falls throughout most of the 1990s, and early 2000s. In 2005 Elliott switched, and focused all of his time on managing the firm's prosecution practice and its relationships with prosecution clients. Elliott also handles code enforcement and forfeitures.

PRESENTATIONS

- eCharging
- In-service trainings on domestic investigations, motor vehicle stops/searches, search incident to arrest
- Bernard, Trahan and Thompson DWI law updates

PROFESSIONAL MEMBERSHIPS

- Minnesota State Bar Association
 - o Criminal Law Section
- Minnesota Association of City Attorneys
- Dakota County Bar Association Member
- First Judicial District Bar Association
- Suburban Hennepin County Prosecutors' Association
- Prior CriMNet Task Force Board Member
- Dakota County Coordinated Community Response to Domestic Violence
- Dakota County Safe Streets Plus Treatment Court
- Dakota County Criminal Courts Partners Workgroup
- Carver County Veterans Treatment Court

EDUCATION

William Mitchell College of Law
J.D., cum laude

Gustavus Adolphus College
B.A., Criminal Justice

BAR ADMISSIONS

Minnesota

U.S. District Court, District of Minnesota

RECOGNITION

MADD Metro Area
Prosecutor of the Year, 2011

COMMUNITY

Highland Park Little League,
Past President



**HENRY A.
SCHAEFFER, III**

Prosecution Associate

hschaeffer@ck-law.com
(651) 234-6214



PROFESSIONAL EXPERIENCE

Henry began his 25 year legal career as a private practitioner in Apple Valley. He eventually became a named partner at McDonough, Wagner, Schaeffer and Ho where he practiced in the areas of family law and criminal defense. In 1995, Henry was awarded a part-time public defender contract in Dakota County. In 2000, he focused his career exclusively in criminal defense when he joined the full-time First District Public Defender's Office. Henry joined Campbell Knutson as a full-time prosecutor in 2005.

PRACTICE AREAS

Henry is full-time prosecutor with Campbell Knutson. His background and passion for criminal law is invaluable in this position. Henry has handled thousands of criminal cases ranging from speeding tickets to first degree murder. Henry has an impressive litigation record including hundreds of court trials, and countless jury trials.

PROFESSIONAL MEMBERSHIPS

- American Bar Association
- Dakota County Bar Association Member
- Dakota County Criminal Courts Partners Workgroup
- Board of Directors Legal Assistance of Dakota County
- Suburban Hennepin County Prosecutors Association
- Warren E. Burger Inn of Court (1995-1999)
- Minnesota State Bar Association
 - o Public Law Section and Criminal Section

EDUCATION

William Mitchell College of Law
J.D., *magna cum laude*

Hamline University
B.A., *magna cum laude*

BAR ADMISSIONS

Minnesota

RECOGNITION

MADD Metro Area
Prosecutor of the Year 2016



JEROME M. PORTER

Prosecution Associate

jporter@ck-law.com
(651) 452-5000



PROFESSIONAL EXPERIENCE

Jerome joined the firm in 2016 and practices in the area of criminal prosecution. He previously worked in criminal prosecution at LeVander, Gillen & Miller, P.A. in South St. Paul and later transferred firms and joined Grannis & Hauge, P.A. Fifteen years later, Jerome continues to provide criminal prosecution services to municipalities.

PRACTICE AREAS

For the past nine years, Jerome's practice has been focused exclusively on criminal prosecution.

PROFESSIONAL MEMBERSHIPS

- Minnesota State Bar Association
- Dakota County Bar Association
- First Judicial District Bar Association

PRESENTATIONS

- Presenter, DWI Science & Advocacy (2019): "Don't Cross the Line: Ethics for DWI Lawyers"
- Presenter, Minnesota Judicial Branch, Judicial Law Clerk CLE Seminar (2014): "A Practical Examination of a Legal Practitioner's Ethical Obligation to Ensure that Litigation Remains Meritorious"

EDUCATION

William Mitchell College of Law
J.D., *cum laude*

St. John's University
B.A., *cum laude*

BAR ADMISSIONS

Minnesota

U.S. District Court,
District of Minnesota

RECOGNITION

Minnesota SuperLawyers®
Rising Star: 2014, 2015,
2016, 2017, 2018, and 2019

COMMUNITY

- Eagan High School
Mentorship Program,
Mentor (2012-Present)
- Eagan Family Resource
Center, Supervisor (2007-
2011)
- Mock Trial Coach,
Eastview High School
(2005-2008)



ALINA SCHWARTZ

Prosecution Associate

aschwartz@ck-law.com
(651) 234-6220



PROFESSIONAL EXPERIENCE

Alina joined the firm in 2005. Prior to joining Campbell Knutson, she served as a summer law clerk in the Criminal and Public Safety Divisions in the Minnesota Attorney General's Office. She completed an externship with a Hennepin County District Court Judge and volunteered her legal services at the Volunteer Lawyers Network. Before entering law school, Alina worked as a Project Administrator at Carlson Companies, Inc.

PRACTICE AREAS

Alina is a full-time prosecutor with Campbell Knutson. She handles all aspects of criminal cases – from the charging decision and briefing to the contested hearings and jury trials. She is also an appellate specialist, having successfully briefed and argued numerous criminal appeals in Minnesota Supreme Court and Court of Appeals.

PROFESSIONAL MEMBERSHIPS

- Hennepin County Volunteer Lawyers Network
- Suburban Hennepin County Prosecutors Association
- Hennepin County Bar Association

EDUCATION

William Mitchell College of Law

J.D., *cum laude*

National University of Chernivtsi, Ukraine

M.A., *cum laude*

BAR ADMISSIONS

Minnesota



MEAGAN K. KELLEY

Prosecution Associate

mkelley@ck-law.com
(651) 234-6227



PROFESSIONAL EXPERIENCE

Prior to joining Campbell Knutson as a new associate, Meagan served as a judicial law clerk for the Honorable Gary W. Bastian and the Honorable Adam C. Yang in the Second Judicial District of Minnesota. She previously clerked for multiple years at the Ramsey County Attorney's Office. As a law clerk, Meagan was responsible for handling thousands of hearings for adult felony cases. She also completed an externship in municipal prosecution at Kelly & Lemmons, P.A.

PRACTICE AREAS

Meagan joined Campbell Knutson in 2019. She is a full-time prosecutor, regularly appearing in court to handle arraignments, pretrial hearings, contested omnibus hearings, and court trials. In addition, Meagan provides representation to cities on vehicle forfeitures.

PROFESSIONAL MEMBERSHIPS

- Minnesota State Bar Association
- Dakota County Bar Association

EDUCATION

Mitchell Hamline School of Law
J.D.

University of Minnesota
B.A.

BAR ADMISSIONS

Minnesota

RECOGNITION

Dean's List

EXHIBIT A
INSURANCE CERTIFICATE



MINNESOTA LAWYERS MUTUAL
INSURANCE COMPANY

DECLARATIONS

333 South Seventh Street, Suite 2200; Minneapolis, MN 55402
Phone: (612) 341-4530 (800) 422-1370 Fax: (800) 305-1510

Policy Number: 3106 35

LAWYERS PROFESSIONAL LIABILITY POLICY
CLAIMS-MADE and REPORTED

| | | | | | | | | |
|---|-------------|-----------|----------------------|-------------|-----------|--|-------------|-----------|
| <p>Item 1. Named Insured: Campbell Knutson, Professional Association</p> <p>Address: 860 Blue Gentian Road Suite #290 Eagan, MN 55121</p> | | | | | | | | |
| <p>Item 2. Policy Period: 5/1/2020 to 5/1/2021 Effective Date Expiration Date 12:01 a.m. at the address of the Named Insured in Item 1.</p> | | | | | | | | |
| <p>Item 3.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Limits of Liability:</td> <td style="width: 20%; text-align: center;">\$2,000,000</td> <td style="width: 20%; text-align: center;">Per Claim</td> </tr> <tr> <td></td> <td style="text-align: center;">\$5,000,000</td> <td style="text-align: center;">Aggregate</td> </tr> </table> | | | Limits of Liability: | \$2,000,000 | Per Claim | | \$5,000,000 | Aggregate |
| Limits of Liability: | \$2,000,000 | Per Claim | | | | | | |
| | \$5,000,000 | Aggregate | | | | | | |
| <p>Item 4. Deductible: \$15,000 Per Claim</p> | | | | | | | | |
| <p>Item 5. Premium: \$28,786 Number of Lawyers: 14</p> | | | | | | | | |
| <p>Item 6. Forms and Endorsements: MLM-0019 (06-18) Prior Acts Retroactive Date, MLM-0032 (06-18) Minnesota Changes, MLM-2000 (06-18) Coverage Form</p> | | | | | | | | |

In witness whereof, Minnesota Lawyers Mutual Insurance Company has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized agent of the Company

MINNESOTA LAWYERS MUTUAL INSURANCE COMPANY

John J. Bowden, Secretary

Terri Doeden, Authorized Agent

Paul M. Ablan, President

**AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF HASTINGS AND
CAMPBELL KNUTSON, *Professional Association***

THIS AGREEMENT, effective February 17, 2021, is by and between the **CITY OF HASTINGS**, a Minnesota municipal corporation ("City") and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform Prosecution Services for the City, as more fully described in the scope of services attached as Exhibit A.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. TERM.

A. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by resolution of the City Council.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City sixty (60) days written notice before the termination becomes effective.

3. COMPENSATION.

A. *Prosecution Services*: Legal fees for Prosecution Services will be billed monthly at the following hourly rates:

- ❖ Attorneys \$ 120.00
- ❖ Legal Assistants/Law Clerks \$ 90.00

After the first six (6) months of service, the City may request the Attorney to propose a fixed monthly not to exceed cap for Prosecution Services.

B. *Additional Prosecution Related Services:* Legal Fees for Additional Prosecution Related Services are not included in Prosecution Services, and will only be furnished at the specific request of the City. The following are Additional Prosecution Related Services:

- (1) Criminal appeals whether initiated by the State or the Defendant.
- (2) Criminal records expungements.
- (3) Matters relating to the Police Department's issuance of firearms permits.
- (4) Administrative citations or prosecution of zoning or other ordinance violations initiated by any City department other than the Police Department.
- (5) Forfeitures - For vehicle forfeiture matters, Attorney shall bill the City and be compensated at the hourly rates set forth in Section 3.A above.
- (6) Dangerous or potentially dangerous dog administrative or criminal proceedings.

Legal fees for Additional Prosecution Related Services will be billed monthly at the following hourly rates:

- ❖ Attorneys \$ 150.00
- ❖ Legal Assistants/Law Clerks \$ 100.00

C. *Monthly Statements:* Attorney will send City a detailed monthly billing statement of the actual hours incurred in providing Prosecution Services and Additional Prosecution Related Services. The minimum billing increment is .2 hour.

D. *Costs:* Out-of-pocket costs without mark-up include:

- ❖ Lexis research (only if used for Hastings matters)
- ❖ photocopies at 20¢ per page
- ❖ color photocopies at 40¢ per page
- ❖ postage of 50¢ or more
- ❖ court related costs (court filing fees, expert witnesses (with prior consent of City), subpoenas, service of process, court reporter fees)
- ❖ conflict attorneys' fees and costs

E. *Payments:* Payments for legal services provided the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

4. INSURANCE. The Attorney will purchase and maintain sufficient insurance to protect Attorney against claims for legal malpractice.

5. MISCELLANEOUS.

A. *Annual Presentation to the City Council.* Upon request of the City, the Attorney will provide the City Council with an annual presentation on prosecution activity and updates. The Attorney will provide other reports upon request.

B. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

C. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Hastings City Council.

D. *Effective Date.* This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Hastings City Council.

*Remainder of page intentionally left blank.
Signature page follows.*

Dated: _____, 2021.

CITY OF HASTINGS

By: _____
Mary Fasbender, Mayor

And: _____
Dan Wietecha, City Administrator

Dated: _____, 2021.

CAMPBELL KNUTSON
Professional Association

By: _____
Elliott B. Knetsch, Vice President

**EXHIBIT A
TO
AGREEMENT FOR LEGAL SERVICES**

SCOPE OF PROSECUTION SERVICES

The Campbell Knutson prosecution team has a recognized excellence in delivering high quality prosecution services. Our prosecution team will provide Hastings with the following:

General Criminal Prosecution. Campbell Knutson's prosecution team will handle Hastings' non-felony cases from start to finish. This includes reviewing for charging, drafting formal complaints, all discovery, any pretrial motions, preparation of all notices as required by the Minnesota Rules of Criminal Procedure, all pretrial hearings, and any jury or court trial. We will handle any case initiated by the Hastings Police Department, the Dakota County Sheriff's Office, the Minnesota State Patrol, the Department of Natural Resources, or any other law enforcement agency.

Briefings/Officer Training/Ride-Alongs. Our representation will include our attorneys regularly attending roll-call briefings with officer at no cost to the City. We will provide quarterly training geared towards new officers but open to all officers. Due to the strong rapport we develop with officers, we are able to educate, inform, and mentor officers, and on occasion offer coaching, especially to new officers, to improve their performance and enhance public safety. Our prosecutors regularly participate in ride-alongs with officers to help understand our client's culture and practices, to gain insight into local and distinctive patrol procedures, and to increase communication with the officers.

Legislative/Case Law Updates. We are committed to providing timely updates to our clients about the important state and federal changes that impact the criminal law and the provision of day-to-day police services, whether the changes arise from new legislation, executive mandates, or judicial decisions. We provide an annual Minnesota Criminal Law Legislative Update.

Availability/Response Time. We take extreme pride in client service. Command staff and officers are always able to reach us, day or night. Communication is the touchstone of a strong relationship. Our prosecutors' cell phone numbers are distributed to all staff. Officers routinely call our prosecutors after normal business hours with questions in the field, and on weekends particularly with respect to the 48-hour hold rule. We are available 24/7 to serve the City's needs.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: February 16, 2021
Item: City Attorney - Civil

Council Action Requested:

Approve City of Hastings Legal Services Agreement with Levander, Gillen & Miller.

Background Information:

After reviewing and interviewing several firms and conducting multiple reference checks, I recommend splitting our City Attorney work between two firms for civil and prosecution work in order to get the best expertise in each area.

Levander, Gillen & Miller has been in business for over 90 years. The firm and Attorney Kori Land are highly regarded and represent several municipalities with experiences similar to Hastings, including Cottage Grove, Stillwater, and West St. Paul.

Financial Impact:

Monthly retainer of \$2,250 and base hourly rate for Attorney \$150

Committee Discussion:

Not applicable

Attachments:

- Civil Legal Services Proposal
- City of Hastings Legal Services Agreement with Levander, Gillen & Miller

CIVIL LEGAL SERVICES PROPOSAL FOR THE CITY OF HASTINGS

SUBMITTED BY

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

Contact Information

Korine Land

kland@levander.com

**633 South Concord Street
Suite 400
South St. Paul, Minnesota 55075
p. (651) 451-1831
www.levander.com**

CIVIL LEGAL SERVICES PROPOSAL FOR THE CITY OF HASTINGS

LeVander, Gillen & Miller, P.A. is pleased to submit a proposal to serve as the City Attorney for the City of Hastings. We believe that our individual and collective experiences enable us to provide Hastings with efficient, responsive, and cost-effective legal services. Our depth and breadth of municipal legal knowledge is unsurpassed and uniquely positions us to meet the legal needs of Hastings.

Firm Background, Knowledge, and Areas of Expertise

A. Brief Background, History & Organization

LeVander, Gillen & Miller, P.A. (the “Firm”) is a thirteen attorney law firm located in South St. Paul whose attorneys have substantial knowledge, skill and experience in the areas of municipal law, civil litigation, eminent domain, and real estate. Formed in 1929 by Harold Stassen and Elmer Ryan, LeVander, Gillen & Miller, PA is enjoying its 92nd year of providing legal services to our municipal, corporate, and individual clients. This small, unassuming law firm has earned a distinctive reputation for leadership and commitment to public service by producing a United States Presidential candidate and one of the founders of the United Nations; two Minnesota Governors; a United States Senator; a United States Congressman; a Minnesota Legislator; two Minnesota Supreme Court Justices; a Chief Federal District Court Judge and an Administrative Law Judge. The Firm has engaged in the practice of municipal law for more than half a century, covering the entire spectrum of municipal legal services.

Our firm is comprised of eight shareholders, which is led by a 3-member Finance and Management Committee. The Firm’s non-attorney staff includes several paralegals, a Director of Administration, a Director of Financial Operations, prosecution assistants, administrative assistants, and a receptionist. The Firm has eight Practice Groups, each led by a Shareholder in order to further hone our collective knowledge and expertise in each area of law in which we practice.

We have well over one hundred cumulative years of legal experience among the members of the Firm’s municipal practice group, giving us the depth and breadth of legal experience necessary to serve the City of Hastings.

B. Areas of Expertise and General Services Available

1. General Municipal Law

The Firm’s municipal practice group members are experienced in the wide variety of legal issues faced by cities. From revising city codes, to keeping up with changes in relevant laws, addressing city policy concerns, to serving as an integral counselor and facilitator in the development process, the Firm’s attorneys have significant experience in all aspects of general municipal law.

2. Zoning, Planning, Land Use Law and Subdivisions

Zoning, Planning, Land Use Law. The Firm's attorneys have assisted our municipal clients with all aspects of the development process. We frequently communicate with city staff to interpret, review and revise Zoning Ordinances, working specifically with Community Development Directors, Zoning Administrators, and City Planners to create processes, ordinances and standards that meet their needs. Some of our cities include our office in monthly development team meetings to review upcoming planning applications, as well as to discuss any ongoing issues at certain properties in order to address particular concerns and identify solutions. We attend Planning Commission meetings as requested. We recognize that land use law is a litigious and complicated area, and it is critical that Planning Commissions and City Councils have a full understanding on their roles, responsibilities, as well as their limitations.

Subdivisions. Multi-phase residential subdivisions are common in some of our cities and we have created a model development agreement that we are able to customize for each development project, incorporating appropriate easements, outlots, stormwater maintenance agreements or private road easements. We include options for funding mechanisms with requirements for developer escrows and/or letters of credit for the construction of both public and private infrastructure to ensure that the development is completed according to the city's goals, objectives, and standards. We work with city staff to ensure that the development agreement and planning applications sync together with the appropriate public hearings. Since these projects are often developer-driven with specific deadlines, we try to meet the cities on their timelines, not ours.

3. Economic Development, Redevelopment, Real Estate Law and Enforcement

Economic Development, Redevelopment, Real Estate Law. Several of our municipal clients have Economic Development Authorities ("EDAs") to promote economic development and redevelopment. Ms. Land is highly experienced in economic development activity. She drafted the enabling legislation for the City of West St. Paul for its EDA more than 20 years ago. Now, 20+ years later, West St. Paul still has an extremely active EDA and has successfully completed projects resulting in significant redevelopment activity on Robert Street, including the most recent development of its Town Center, which includes a row of townhomes, a HyVee and C-Store, a tunnel under Robert Street and is book-ended by two market-rate multi-family housing projects. For this particular development, the EDA purchased properties over many years and assembled them specifically for this project. The Firm was involved at the predevelopment stages, working with city staff and the financial consultants, from the initial purchase of blighted properties, to clearing titles to the properties, preparing development agreements and finally overseeing the closing on the sale of the properties to various developers.

The City of South St. Paul has recently rejuvenated its EDA and has seen the redevelopment of many contaminated properties along the Mississippi River through the assistance of grants and TIF funding, which will eventually result in a significant increase in the property tax base. It also welcomed the transformation of a long-vacant Wells Fargo Bank building into a market-rate apartment building, which spurred the development of a new restaurant, and another market-rate apartment building, all in the immediate vicinity of Concord Street.

Enforcement. Since starting at the Firm, Ms. Land has been especially attuned to property maintenance and zoning code violations. In the ever-aging communities of West St. Paul and South St. Paul, code enforcement is not just a single property problem; it is a neighborhood problem. For many years, Ms. Land was the chief prosecutor in a special forum in Dakota County District Court known as “Community Court” that was established solely to address property code violations. In addition, both communities have utilized Minn. Stat. Ch. 463, the Vacant and Hazardous Building Statute, to address the immediate need of removing or correcting vacant and hazardous buildings.

Ms. Land has also conducted numerous license revocation hearings on multi-family rental property owners who have either problem tenants or have neglected property maintenance issues, as well as on commercial business licenses such as pawnshops and liquor establishments. Because it is critical that the license holder is afforded due process and that proper findings are made by the Council, we ensure that the process is fair and constitutional.

4. Special Assessments/Public Improvements

All of Ms. Land’s municipal clients conduct annual Minn. Stat. Ch. 429 projects. The statute is meticulously detailed and any flaws in the statutory process can be fatal to the project, so Ms. Land carefully works with City Engineers or consultants to ensure no steps are missed. For larger assessments on undeveloped properties, we often suggest using assessment appeal waivers to defer the assessments until such time as the properties develop. Recognizing that a special benefit analysis hinges on each city’s assessment policy, we work with city councils on drafting such policies to meet their goals for implementing special assessments in a fair manner to the residents and to the city. In the event that there is an assessment appeal, we represent the city in the contested hearing with our team of litigators.

At times, a Minn. Stat. Ch. 429 project involves easement acquisitions on behalf of the city. When this is necessary, Ms. Land and her team work with City Staff and assist with the document preparation, appraisals, obtaining title commitments, reviewing ownership information and preparing the easements necessary for the city’s project. As part of the \$40 million Robert Street project in West St. Paul that involved widening of the right of way, the eminent domain process was initiated against approximately 150 businesses. One of our municipal attorneys, Peter Mikhail, handled many of these acquisitions with great success on behalf of the city that resulted in only one contested hearing.

5. Ordinance and Resolution Development and Interpretation

Ms. Land has been instrumental in assisting the cities with developing appropriate tools through ordinances and resolutions to address the unique issues facing each of them. Many of these ordinances, such as rental licensing, property maintenance standards, nuisance ordinances, administrative citations, tobacco, and liquor licenses contain enforcement provisions that allow the Council to immediately address violations, nuisances or problematic activity on the property in a fair and efficient manner.

6. Contract Law

Ms. Land oversees contract reviews, including public improvement contracts, development agreements, joint powers agreements and purchases of goods and services. For certain purchases and professional services that are exceptions to the public bidding law, she has developed a template contract for cities to use to enable City Staff to be more self-sufficient, as well as timely in addressing their immediate needs.

7. Environmental Law

Ms. Land has been through the Alternative Urban Areawide Review (AUAR) process for two of our municipalities, which required review and revisions to avoid objections from vocal environmental groups. With the locations of three of our cities being on a major river, she has worked directly with the DNR, as well as the Army Corps of Engineers on issues ranging from flood wall protection to watershed management. Watershed Management Organizations exist in all of the cities and have unique oversight over water management. Many of these agencies are multi-layered and often require patience and persistence in order to accomplish the goals set by the City.

8. Litigation

While we have a team of litigators to call upon within the Firm when the need arises to represent our cities, we also have a close working relationship with the League of Minnesota Cities and the League of Minnesota Cities Insurance Trust. We frequently consult with the League's attorneys and the claims administration department to attempt to *avoid* litigation. We find that preventative measures are the best way to circumvent the need for LMCIT's services. However, we know the League's attorneys and we work well with them. On occasion, we are assigned litigation matters by the League to defend the cities we represent, which helps ease the continuity of the contested matter to ensure there is no misinterpretation of the issues or the city's desired outcomes.

9. Riparian Rights

The cities of South St. Paul, Cottage Grove, and Stillwater all abut a significant river, and while the issue of riparian rights has not been problematic, Ms. Land has addressed it over the years in various situations.

Qualifications of Primary Attorney and Support Staff

A. Primary Attorney

Kori Land would act as the lead attorney and primary contact for the City of Hastings. Ms. Land earned her Bachelor of Arts, *magna cum laude*, from Augustana College in Sioux Falls and her Juris Doctor, *cum laude*, from William Mitchell College of Law. Ms. Land joined the Firm in 1996 as an Associate and became a Shareholder in 2002. Ms. Land's attorney profile is found in Appendix 1.

Ms. Land has nearly 25 years of legal experience, all of which have focused on municipal law. She has been the lead City Attorney for West St. Paul for the past 18 years, for Cottage Grove for the past 7 years, Stillwater for the past 2 ½ years and was lead for the City of South St. Paul for 10 years.

Ms. Land is the Chair of the Firm's Municipal Practice Group, a member of the Finance and Management Committee, and the Firm's Vice President. She is a past president of the Minnesota City Attorneys' Association and a frequent speaker at the Minnesota Association of City Attorneys' annual conference. In 2005, she was recognized as a Rising Star[®] by *Minnesota Law & Politics* and since 2011, she has been named a Super Lawyer[®] by *Minnesota Law & Politics* for municipal/government law. From 2015-2019, Ms. Land was part of the annual League of Minnesota Cities' Newly Elected Official Training Conference, joining her partner Tim Kuntz as the "legal team" in educating newly elected officials around the state on a multitude of legal matters, including the different types of cities, public bidding law, planning and zoning applications, the complications of personnel issues, tools to address public nuisances and other fascinating topics that impact elected officials. Since 2015, Ms. Land has been conducting a 1-day seminar sponsored by Government Training Services entitled "Beyond the Basics in Planning and Zoning," with a planner from Stantec. The program is designed to educate city planners and planning commissioners on the background of planning and zoning and help them dive into a thoughtful planning process. The seminar is offered three times each year at various locations across Minnesota. She also conducts training for every new City Council member following an election and offers it to all councilmembers as a refresher course. She provides training to all of our cities' Boards and Commissions upon request.

It is important to note that South St. Paul, West St. Paul and Stillwater are all Charter cities, so Ms. Land completely understands the unique nature and special privileges that Charter cities enjoy.

B. Principal Back-Up Attorney

Bridget Nason would act as a primary backup attorney for the City of Hastings. She received her Bachelor of Arts, *summa cum laude*, from Loyola University Chicago in 2001 and her Juris Doctor, *cum laude*, from the University of Minnesota Law School in 2005. Ms. Nason was admitted before the Minnesota Supreme Court in 2005 and the United States District Court for the District of Minnesota in 2012, and has worked at the Firm since 2005, first as an Associate Attorney and since 2012 as a Shareholder. Ms. Nason's complete academic training, degrees, and background are described in her individual attorney profile in Appendix 1.

Most significantly, she currently serves as the City Attorney for the cities of Inver Grove Heights, Mahtomedi, Lilydale, and North Oaks. Her time is spent providing all aspects of municipal legal services for the Firm's clients, from responding to legal questions from City Staff to drafting ordinances as well as providing legal representation of and advice to the Firm's municipal clients at City Council meetings, work sessions, and trainings. Ms. Nason has been a speaker at the Minnesota Association of City Attorneys' annual conferences and has served on the faculty of several other CLE presentations regarding land use, zoning, and the data practices act.

Ms. Nason has been named a Rising Star[®] by *Minnesota Law & Politics* for eleven years in the area of municipal/government law. In addition to her legal practice, Ms. Nason is a volunteer judge with the MSBA's Mock Trial Program and the Minnesota Urban Debate League and serves as a member of the Board of Directors of the West St. Paul-Hastings Rotary Club, the Dakota County Bar Association, and the Minnesota Women Lawyers' Foundation.

C. Additional Attorneys Who May be Responsible for Providing Legal Services

Through the Municipal Practice Group, our municipal attorneys stay abreast of the latest changes in law and approaches to management of a city government. In addition, by working with a number of municipalities, we are able to share the collective knowledge and experience attained with each municipal client. From small communities such as Sunfish Lake and Hampton, to the first-ring suburbs of South St. Paul and West St. Paul and the growing communities of Inver Grove Heights and Cottage Grove, the Firm serves its municipal clients with expertise and pride. While Ms. Land will consult with other attorneys in the Practice Group, she would retain primary contact for all issues related to Hastings. When consulting with other attorneys, Ms. Land would generally consult with the following attorneys, whose profiles are found in Appendix 1:

Tim Kuntz, who has over thirty-five years of municipal experience, has been named a *Super Lawyer*[®] for municipal/government law for the past twelve years. Mr. Kuntz presented at the League of Minnesota Cities' Newly Elected Officials trainings for more than 30 years. He represented the City of Inver Grove Heights for over 40 years and still represents the City of Sunfish Lake.

Peter Mikhail has over twenty-five years of legal experience and has represented government entities in litigation and condemnation cases. Mr. Mikhail is a recognized as a skilled practitioner in small and large litigation projects. He is the City Attorney for the cities of South St. Paul and Forest Lake.

Angela Amann, who concentrates much of her practice in the area of employment law, assists all of the Firm's municipal clients with a wide variety of employment-law related matters, from employment contracts to disciplinary actions to terminations. Ms. Amann works proactively with our municipal clients to establish and revise various personnel policies, and most recently, she has developed a heightened expertise in HIPAA compliance and COVID-related policies and procedures.

D. Professional Staff who will be Responsible for Providing Legal Services

In addition to the Firm's experienced municipal law attorneys, the Firm's full-time paralegals are well trained in the areas of municipal law. Specifically, Cindy Landon would be the primary paralegal providing services to the City. Ms. Landon has an Associate Degree in Paralegal Studies from Inver Hills and joined the Firm in 2013. Ms. Landon has developed significant substantive knowledge regarding municipal and real estate matters. In addition, she is proficient with the various metro area County property records management systems, to which the Firm has on-line access.

Leah Rose is also a paralegal with an Associate in Science Degree in Paralegal Studies from Inver Hills and an Associate in Arts Degree from Century College. She joined the Firm in 2002 and focuses her practice in the areas of municipal law and corporate law.

The remaining support staff, including administrative assistants and legal assistants are cross-trained in records management, drafting, editing and recording documents and are available to all of our attorneys.

E. Availability of City Attorney and Professional Staff

The workload of Hastings will be given the highest priority in the Firm as we have done with all the Cities that we represent, and we believe we can provide efficient and timely responses and cost effective representation for the City. Ms. Land will manage the full scope of legal services provided to the City of Hastings and can be reached directly by the City at any time. Continuity and consistency would be provided by Ms. Land's handling of nearly all City legal matters, except in the case of unforeseen illness or a scheduled vacation, or where a specific project is handled by one of the Firm's other municipal attorneys. During any such short periods of unavailability, the Firm's other municipal practitioners would be available to assist the City with its legal matters. City staff can expect to easily reach Ms. Land, and all calls and e-mails are typically responded to on the same day they are received. Legal reports, documents, memoranda and contract review are prepared on the City's timeline.

Through our past experience, we have developed a significant database of resource materials, specialized contracts, ordinances, development agreements, easement forms and readily retrievable opinions dealing with some of the more unique and particular areas of municipal law. In short, there is no learning curve for the Firm. We have on hand the background, research materials, ability to access the specialized journals, model contracts, and forms and procedures to assist our municipal clients to address the ever-growing issues that confront cities.

Firm References and Insurance

A. References

The Firm provides the following references:

| Name of City | Length of Representation | Contact Name | Contact Info |
|---------------------|---------------------------------|-------------------------------------|--|
| West St. Paul | Since 1995 | Ryan Schroeder, City Manager | 651-552-4101 rschroeder@wspmn.gov |
| Cottage Grove | Since 2013 | Jennifer Levitt, City Administrator | 651-458-2890 jlevitt@cottagegrovemn.gov |
| South St. Paul EDA | Since 1949 | Ryan Garcia, Executive Director | 651-554-3278 rgarcia@southstpaul.org |
| Stillwater | Since 2018 | Tom McCarty, City Administrator | 651-430-8801 tmccarty@ci.stillwater.mn.us |
| Inver Grove Heights | Since the 1970s | Joe Lynch, City Administrator | 651-450-2511 jlynch@invergroveheights.org |

B. Malpractice Insurance

The Firm's professional liability insurer is Minnesota Lawyers Mutual. Our liability coverage is \$3 million per claim and \$5 million aggregate.

Fees

Listed below are the Firm's proposed hourly rates. Please note that we are willing to discuss alternative fee structure arrangements with the City if so requested:

| | 2021 | 2022 | 2023 |
|--|---------------|---------------|---------------|
| Retainer Services Fee | \$2,250/month | \$2,250/month | \$2,250/month |
| Hourly Rate for All Attorneys for Non-Retainer Services | \$150 | \$150 | \$155 |
| Hourly Rate for Legal Asst. for Non-Retainer Services | \$115 | \$115 | \$120 |
| Hourly Rate for All Attorneys for Developer Pass-Through Services | \$205 | \$205 | \$210 |
| Hourly Rate for Legal Asst. for Developer Pass-Through Services | \$130 | \$130 | \$135 |

| | |
|---|---|
| Itemized Fees: | |
| • Photocopying | \$.20/page black/white \$.49/page color |
| • Westlaw Legal Research | Actual Cost; not to exceed \$300/month |
| • Mileage Reimbursement | Applicable IRS approve rate <i>(Mileage would <u>not</u> be charged to and from City Hall)</i> |
| • Recording fees, filing fees, title search fees, out of pocket expenses | Actual Cost |
| Minimum increments of time billed for each service | .10 per hour |

A. “Retainer Services” means to:

1. Provide routine legal advice, consultation and opinions to the City Council and City Administrator.
2. Attend City Council meetings and work sessions.
3. Conduct City Council trainings.
4. Monitor relevant pending and current State/Federal legislation and case law.

B. “Non-Retainer Services” means:

1. Represent the City in acquisition of real property for economic development.
2. Public Improvement Projects, including the voluntary acquisition of easements.
3. Represent the City in contested administrative proceedings, such as license hearings.
4. Other non-routine matters, as approved by the City Administrator.

C. “Developer Pass-Through Services” means:

1. Projects that involve a developer or other party, such as a planning or zoning land use applicant who specifically needs or requests the City’s legal services on a project and the City’s interest is served in providing those legal services, including but not limited to development agreements, project analysis, and planning applications. These projects typically involve an escrow that is provided by the developer or applicant prior to the initiation of work and the costs of legal services are recovered from the escrow.
2. Represent the City in civil litigation, including assessment appeals and condemnation.

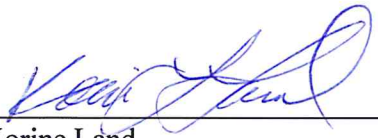
The Firm provides detailed monthly bills to its municipal clients, an example of a current municipal bill will be provided upon request.

Conclusion

We believe that LeVander, Gillen & Miller, P.A., is uniquely positioned by our historical and extensive experience in municipal law to provide full civil legal services to the City of Hastings. Our Firm is committed to delivering the highest quality professional legal services to the City in an efficient and effective manner, and we look forward to the opportunity to provide many years of legal representation to the City of Hastings.

Respectfully submitted,

LeVander, Gillen & Miller, P.A.

By: 

Korine Land
Shareholder

APPENDIX 1: ATTORNEY PROFILES

KORINE LAND

Shareholder



Areas of Practice

Municipal and Governmental Law
Real Estate and Land Use
Eminent Domain

Position

LeVander, Gillen & Miller, P.A.
Shareholder (Since Jan. 2002)
Associate Attorney (1996-2001)

Education

William Mitchell College of Law
Juris Doctorate (J.D.), 1995 Cum Laude
Associate Editor, William Mitchell Law Review (1993-1995)
Augustana College - Sioux Falls, South Dakota
Bachelor of Arts (B.A.), 1992 Magna Cum Laude

Bar Admissions

Minnesota Supreme Court, 1995
United States District Court, District of Minnesota, 1998
Wisconsin Supreme Court, 2001

Appointments, Memberships, and Affiliations

Minnesota City Attorney's Association Board of Directors (2006-2009)
President (2008 - 2009)
Minnesota Women Lawyers (2001 - Present)
West St. Paul/Mendota Heights Rotary Club (1999-Present)
President (2005-2006)

Bar Association Membership

Minnesota State Bar Association
Wisconsin State Bar Association
First Judicial District Bar Association
Dakota County Bar Association

Lectures, Speeches, Courses Taught

Lorman Education Services Seminar "What You Need To Know About
Public Records and Open Meetings" (May 2013)
Minnesota City Attorney's Association Annual Conference
"Administrative Citations" (February 2010)
Minnesota City Attorney's Association Legislative Update
"Dangerous Dogs" (June 2009)
Minnesota City Attorney's Association Annual Conference
"Community Court: A New Environment For Code Violations"
(February 2003)

Pro Bono and Volunteer Activities

Legal Assistance of Dakota County
Loaves & Fishes
Neighbors, Inc. Adopt-A-Family Program

Awards, Honors and Recognitions

Recognized by Minnesota Law & Politics as a Rising Star (2005)
and Super Lawyer (2011-2013)

ATTORNEYS AT LAW

BRIDGET McCAULEY NASON
Shareholder

**Areas of Practice**

Municipal and Governmental Law
Criminal Law
Real Estate

Position

LeVander, Gillen & Miller, P.A.
Associate Attorney (2005-2012)
Shareholder (2013 - Present)

Education

University of Minnesota Law School
Juris Doctorate (J.D.), 2005
Honors: Cum Laude
Dean's List

Loyola University - Chicago
Bachelor of Arts (B.A.), 2001
Honors: Summa Cum Laude
Phi Beta Kappa
Dean's List

Bar Admissions

Minnesota Supreme Court, 2005
United States District Court, District of Minnesota, 2012

Prior Experience

Law Clerk, Hennepin County Attorney's Office (2003-2005)
Law Clerk, Federal Trade Commission's Bureau of
Consumer Protection (2004)
AmeriCorps VISTA Volunteer, Land of Lincoln Legal Assistance Foundation
(2001-2002)

**Bar Association
Membership**

Minnesota State Bar Association (2005-Present)
Dakota County Bar Association (2005-Present)

**Appointments,
Memberships and
Affiliations**

City Attorney (Civil), City of Forest Lake, MN (2017-Present)
Minnesota Women Lawyers (2005-Present)

**Pro Bono and
Volunteer Activities**

Minnesota State Bar Association, Mock Trial Judge (2004-Present)
West St. Paul/Mendota Heights Rotary Club (2012-Present)
Minnesota Women Lawyer's Foundation (2015-Present)
Dakota County Bar Association, Board of Directors (2015-Present)
Legal Assistance of Dakota County, Volunteer (2005-Present)

633 SOUTH CONCORD STREET, SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075

TEL 651-451-1831 • FAX 651-450-7384 • TOLL FREE 888-451-1831

EMAIL: BNASON@LEVANDER.COM

ATTORNEYS AT LAW

TIMOTHY KUNTZ
Shareholder

**Areas of Practice**

Municipal and Governmental Law
Corporate Transactions
Business Organization
Probate and Estate Planning
Litigation Strategy and Consultation

Position

LeVander, Gillen, Miller, P.A.
Shareholder (Since 1980)
President of the Board
Member, Finance and Management Committee
Associate Attorney (1975-1980)

Education

University of Minnesota Law School
Juris Doctorate (J.D.), 1975
Minnesota Law Review

University of Notre Dame
Bachelor of Arts (B.A.), 1972
Summa Cum Laude
Ford Merit Scholar
Phi Beta Kappa

Bar Admissions

Minnesota Supreme Court, 1975
United States District Court, District of Minnesota, 1978

**Appointments,
Memberships, and
Affiliations**

Minnesota Client Security Board (1997-2002)
Minnesota State Bar Association Task Governance Force (2003-2004)
Governor's Judicial Selection Committee
First Judicial District (1999-2002)
Minnesota State Bar Association - Board of Governors
(1985-1990) and (1997-2002)
River Heights Chamber of Commerce
First District Bar Association Board
Secretary/Treasurer (1999-2000)
Vice President (2001)
President (2002)
Dakota County Bar Association
Secretary/Treasurer (2001-Present)

**Awards, Honors,
and Recognitions**

Special Recognition Award - League of Minnesota Cities
Recognized by Law & Leading Attorneys in the area of
Federal, State and Local Governmental Law
President's Award - Minnesota State Bar Association
Recognized as Super Lawyer in Governmental Law

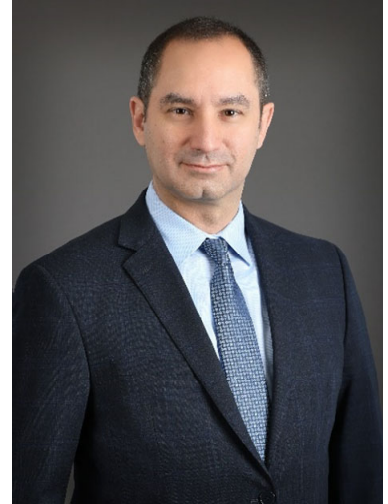
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EMAIL: TKUNTZ@LEVANDER.COM

ATTORNEYS AT LAW

PETER G. MIKHAIL
Shareholder

**Areas of Practice**

Civil Litigation
Eminent Domain
Real Estate and Land Use
Municipal Law

Position

LeVander, Gillen & Miller, P.A.
Shareholder (2019 - present)

Education

University of Minnesota Law School
Juris Doctorate (J.D.), 1994 Cum Laude

Washington University
B.A., English Literature, 1991

Bar Admissions

Minnesota Supreme Court
Wisconsin Supreme Court
Pennsylvania Supreme Court
Missouri Supreme Court
United States District Court, District of Minnesota
United States Court of Appeals for the 8th Circuit
United States Supreme Court

Prior Experience

Shareholder, Kennedy & Graven, Chartered (2008 - 2019)
Associate, Kennedy & Graven, Chartered (2006 - 2008)
Assistant City Attorney, St. Paul City Attorney's Office (2000 - 2004)

Bar Association Memberships

American Bar Association
Minnesota State Bar Association
Hennepin County Bar Association
Eminent Domain Section (former president)
Minnesota Eminent Domain Counsel's Association
Founding Board Member
Wisconsin State Bar Association
First Judicial District Bar Association
Dakota County Bar Association

Pro Bono Activities

City of Minneapolis Civil Rights Department
Pro Bono Mediator

Awards, Honors and Recognitions

Recognized by Minnesota Law & Politics as a
Super Lawyer

633 SOUTH CONCORD STREET, SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075

TEL 651-451-1831 • FAX 651-450-7384 • TOLL FREE 888-451-1831

EMAIL: PMIKHAIL@LEVANDER.COM

ATTORNEYS AT LAW

ANGELA LUTZ AMANN
Shareholder

**Areas of Practice**

Employment Law
Probate and Estate Planning
Association and Non-Profit Law
Health Care Law
Commercial Transactions

Position

LeVander, Gillen & Miller, P.A.
Shareholder (Since Jan. 2000)
Secretary of the Board of Directors
Chair, Human Resources Committee
Chair, Employment Law Practice Group
Associate Attorney (1995-1999)

Education

University of Notre Dame Law School
Juris Doctorate (J.D.), 1994
Honors: Thomas J. White Scholar
Student Articles Editor,
Journal of Law, Ethics and Public Policy

Northwestern University; Evanston, Illinois
Bachelor of Science (B.S.), 1991
Honors: Dean's List (all quarters)
Major: Communications

Bar Admissions

Minnesota Supreme Court, 1994
United States District Court, Minnesota, 1995

Prior Experience

Law Clerk to the Honorable Thomas R. Lacy
First Judicial District Court, Minnesota (1994-1995)

**Appointments,
Memberships, and
Affiliations**

Minnesota Women Lawyers (1999-Present)
River Heights Chamber of Commerce
Member (1995-Present)
Board of Directors (2005-2007)

**Bar Association
Membership**

Minnesota State Bar Association (1995-Present)
First Judicial District Bar Association (1995-Present)
Dakota County Bar Association (1995-Present)

633 SOUTH CONCORD STREET, SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075

TEL 651-451-1831 • FAX 651-450-7384 • TOLL FREE 888-451-1831

EMAIL: AAMANN@LEVANDER.COM

Lectures, Speeches, and Courses Taught

Presenter, Dakota Area Resources and Transportation for Seniors (DARTS) Seminar, "Planning for Incapacity" and "Estate Planning Basics" (June 2004-2008)

Presenter, Lorman Education Services Continuing Legal Education Seminar, "What You Need to Know About Public Records and Open Meetings in Minnesota" (September 2003-2006)

Presenter, Edward Jones Advisor Symposium, "Do You Need An Estate Plan" (November 2005)

Presenter, Women's Financial Security Symposium, "Key Strategies for Achieving Financial Success" (September 2003)

Presenter, Minnesota Dental Association Seminar, "HIPAA Privacy for Dental Professionals" (February 2003)

Presenter, Easter Lutheran Church, "Estate Planning Basics" (May 2003)

Representative Clients

Minnesota Dental Association

Pro Bono and Volunteer Activities

Minnesota Women Lawyers Law Student Mentor
Pinewood Community School Site Council (2010-Present)
Minnesota Valley Mothers of Multiples Club (2003-Present)

Practice Experience

Counsels public and private employers on commercial and employment-related matters, including employment agreements, discharges, severance agreements, discrimination claims, breach-of-contract claims, non-competition covenants, and drafting of employment policies.

Counsels individuals on all types of estate planning strategies including wills, revocable trusts, disclaimer/credit shelter trusts, gifting plans, beneficiary designations, powers of attorney, and health care directives.

Assists clients with all aspects of the probate and trust administration process, including conservatorships and guardianships.

Works with dentists and other professionals on the purchase or sale of a practice or business, corporate governance, employment issues, estate planning and practice transition issues.

Serves as general counsel to a major professional trade association and advises on all aspects of corporate governance, employment and health care law issues.

Advises non-profit organizations and other entities on all aspects of corporate, employment, and health care law.

**CITY OF HASTINGS
LEGAL SERVICES AGREEMENT**

This Legal Services Agreement (“Agreement”) made this 16th day of February, 2021, by and between the City of Hastings (“City”), a Minnesota municipal corporation, and LeVander, Gillen & Miller, P.A. (“LeVander”), a Minnesota professional association.

RECITALS

- A. The City has selected LeVander to serve as the law firm to provide civil legal representation for civil matters, for the Hastings Economic Development & Redevelopment Authority (“HEDRA”), and for Developer Pass-Through Services and Litigation Matters.
- B. The City and LeVander desire to memorialize their understanding in this Agreement regarding the scope of work and fee arrangements for the civil legal representation.

I. DEFINITIONS

- A. “Retainer Services” means to:
 - 1. Provide routine legal advice, consultation and opinions to the City Council and City Administrator.
 - 2. Attend regular City Council meetings and work sessions.
 - 3. Conduct newly elected City Councilmember trainings following elections or appointments, or upon request.
 - 4. Participate in introductory meetings in 2021 with department heads, staff, commissions, and City Council.
 - 5. Monitor relevant pending and current State/Federal legislation and case law and provide direction to City if needed.
- B. “Non-Retainer Services” means all other matters not included in Retainer Services above, such as but not limited to:
 - 1. Represent the City in voluntary acquisition of rights of way and land for public improvement projects.
 - 2. Represent the City in administrative proceedings.
 - 3. Attend meetings of the Planning Commission, HEDRA or special City Council meetings.
 - 4. Negotiate, draft and provide substantial review of contracts, deeds, easements, ordinances, resolutions, and other documents.
 - 5. Represent the City in employment law, telecommunications and public utilities matters.

C. “Developer Pass-Through Services and Litigation Matters” means:

1. Represent the City or HEDRA for projects that involve a developer or other party, such as a planning or zoning land use applicant who specifically needs or requests the City’s or HEDRA’s legal services and the City’s interest is served in providing those legal services, including but not limited to development agreements, project analysis, and planning applications. These projects typically involve an escrow that is provided by the developer or applicant prior to the initiation of work and the costs of legal services are recovered from the escrow.
2. Represent the City or HEDRA in civil litigation, including, but not limited to assessment appeals, condemnation, defense against claims made by 3rd parties when there is no insurance coverage, or initiation of claims made by the City or HEDRA.

D. “HEDRA Representation” means those matters that come before HEDRA as development projects or other actions that require legal assistance or review, including attendance at HEDRA meetings, as requested. HEDRA Representation will be billed the same rates as Non-Retainer Services, unless specifically designated as a Developer Pass-Through Representation.

II. TERM

This Agreement shall commence on February 17, 2021 and shall terminate on December 31, 2023. This Agreement may be renewed thereafter upon mutual agreement of the parties. The City may terminate this Agreement upon sixty (60) days written notice to LeVander.

III. SERVICES PROVIDED

LeVander shall provide civil legal representation on behalf of the City during the term of this Agreement. Korine Land will be the principal responsible attorney for all matters, assisted by Bridget McCauley Nason. Any of the shareholders, associates, legal assistants or staff will also be available. LeVander will not provide Criminal Prosecution Services on behalf of the City. “Criminal Prosecution Services” shall mean those matters involving the enforcement of laws of the State of Minnesota or the ordinances of the City through the use of the criminal justice system.

IV. FILES AND RECORDS

A. File Maintenance. LeVander will keep complete files and records for all matters handled for the City for a minimum of seven years. Paper files and records may be scanned and stored electronically. An updated index of such files will be provided to the City upon request. Files no longer needed for current matters may be commercially archived, and any cost of said archiving shall be a charge, which may be billed in

addition to the fees set forth in Section V. If the City desires any or all of its files, LeVander shall incur the copy cost on any file copies that LeVander desires to copy and retain.

Pursuant to Minn. Stat. §16C.05, subd. 5, LeVander agrees that the books, records, documents, and accounting procedures and practices of the LeVander, that are relevant to the contract or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. LeVander shall maintain such records for a minimum of six years after final payment.

- B. Data Practices Act. Pursuant to the provisions of Minn. Stat. § 13.05 subd. 11, all data created, collected, received, stored, used, maintained, or disseminated by LeVander in performing legal services on behalf of the City is subject to the requirements of Minn. Stat. Ch. 13, and LeVander shall comply with the requirements of Minn. Stat. Ch. 13 as if it were a government entity. All data supplied to LeVander shall be administered consistent with the provisions of Minn. Stat. Ch. 13 and data on individuals shall be maintained according to the statutory provisions applicable to the data.
- C. File Destruction. LeVander may destroy files and records pertaining to a concluded matter seven years after the conclusion of the matter, except as follows: (1) If the City has instructed that said files or records be transmitted to the custody of the City, LeVander will so transmit them; and (2) LeVander will preserve or transmit to the City any original instruments that are still in effect (e.g., deeds, mortgages, easements, notes, etc.).

V. FEES, CHARGES AND BILLING

LeVander will bill the City monthly for the following services at the following rates:

| | 2021 | 2022 | 2023 |
|---|---------------|---------------|---------------|
| Retainer Services Fee | \$2,250/month | \$2,250/month | \$2,250/month |
| Hourly Rate for All Attorneys for Non-Retainer Services | \$150 | \$150 | \$155 |
| Hourly Rate for Legal Asst. for Non-Retainer Services | \$115 | \$115 | \$120 |
| Hourly Rate for All Attorneys for Developer Pass-Through Services and Litigation Matters | \$205 | \$205 | \$210 |
| Hourly Rate for Legal Asst. for Developer Pass-Through Services and Litigation Matters | \$130 | \$130 | \$135 |

| | |
|---|---|
| Itemized Fees: | |
| • Photocopying | \$.20/page black/white \$.49/page color |
| • Westlaw Legal Research | Actual Cost; not to exceed \$300/month |
| • Mileage Reimbursement | Applicable IRS approve rate <i>(Mileage will not be charged to and from City Hall)</i> |
| • Recording fees, filing fees, title search fees, out of pocket expenses | Actual Cost |
| Minimum increments of time billed for each service | .10 per hour |

VI. MISCELLANEOUS

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- B. This Agreement shall not be assignable.

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LEVANDER, GILLEN & MILLER, P.A.

By: _____
Korine L. Land
Shareholder/Vice President

CITY OF HASTINGS

By: _____
Mary Fasbender
Mayor

By: _____
Erica Henderson
City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: February 16, 2021
Item: Public Hearing\2nd Reading: Chapter 34 - Building Department Fees

Council Action Requested:

Hold a public hearing and consider 2nd Reading and adoption of the attached amendment to Hastings City Code Chapter 34 - Fees. The City Council considered 1st Reading and ordered the public hearing at the February 1, 2021 meeting. Action requires a simple majority of Council.

Background Information:

Changes to the Fee Ordinance are prompted by a recent action by Dakota Electric to require installation of new load management devices on all homes within its territory. Each device will require a permit and on-site inspection. Remaining Building Department fees were also reviewed. Changes include the following:

- Fees Increased
 - Mobile Home Installation - \$100 to \$200
 - Window Replacement - \$65 to \$100
- New Fees Established
 - New Load Management Device - \$40
 - Replacement of Load Management Devices - \$15
- Current Fees to be Codified - Fees currently charged but not currently in ordinance
 - Electrical Fees

Financial Impact:

Fees will assist in better targeting the cost of inspection to the benefitting home owner.

Advisory Commission Discussion:

N/A

Council Commission Discussion:

N/A

Attachments:

- Ordinance Amendment

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING
CITY CODE SECTION 34.03 - FEE SCHEDULE**

BE IT ORDAINED by the City Council of the City of Hastings as follows:

Chapter 34.03 of the Hastings City Code – Fee Schedule is hereby amended as follows
(Additions to the ordinance are underlined, and section numbers may be renumbered):

§ 34.03 FEE SCHEDULE.

| Building Safety | |
|---|--|
| <i>Mobile Home Installation</i> (Park only-gas piping not included) | \$100.00 <u>200.00</u> + \$1.00 surcharge |
| <i>Windows</i> | |
| Window replacement (total replacement of window) | \$65.00 <u>100.00</u> + \$1.00 surcharge |
| <u>Electrical</u> | |
| <u>0 to 40 Amp Power Source - Commercial</u> | <u>\$50.00 each</u> |
| <u>401 to 800 Amp Power Source - Commercial</u> | <u>\$100.00 each</u> |
| <u>Over 800 Amp Power Source - Commercial</u> | <u>\$150.00 each</u> |
| <u>0 to 200 Amp Circuit or Feeder</u> | <u>\$8.00 each</u> |
| <u>Over 200 Amp Circuit Feeder</u> | <u>\$30.00 each</u> |
| <u>Fees above shall be doubled if over 250 volts</u> | |
| <u>Residential Panel Changes</u> | <u>\$100.00 each</u> |
| <u>New 1 & 2 family homes up to 25 circuits, 3 trips</u> | <u>\$175.00</u> |
| <u>Additional circuits over 25 per unit</u> | <u>\$8.00 each</u> |
| <u>Circuits extended or modified</u> | <u>\$8.00 each</u> |

| | |
|--|--------------------------|
| <u>Retrofitting of existing lighting fixtures</u> | <u>\$0.25 each</u> |
| <u>Manufactured Home Park Lot Supply and Circuits</u> | <u>\$50.00 per Ped</u> |
| <u>Separate Bonding Inspection</u> | <u>\$40.00</u> |
| <u>Inspection of concrete encased grounding electrode</u> | <u>\$40.00</u> |
| <u>Technology circuits and circuits less than 50 volts</u> | <u>\$1.00 per device</u> |
| <u>Traffic signals, street, parking and outdoor lighting standards</u> | <u>\$5.00 each</u> |
| <u>Transformers for light, heat, and power (0 to 10 KVA)</u> | <u>\$20.00 each</u> |
| <u>Transformers for light, heat, and power (more than 10 KVA)</u> | <u>\$40.00 each</u> |
| <u>Transformers for electric power supplies and outline lighting</u> | <u>\$5.50 each</u> |
| <u>Additional inspection trip(s), Re-inspections, new load management devices</u> | <u>\$40.00 each</u> |
| <u>Replacement load management devices</u> | <u>\$15.00 each</u> |
| <u>City service fee if including items other than replacement of load management devices</u> | <u>\$10.00</u> |
| <u>Reduced city service fee (only for replacement load management devices)</u> | <u>\$4.00</u> |
| <u>State Surcharge</u> | <u>\$1.00</u> |

All other sections shall remain unchanged.

ADOPTED by the Hastings City Council on this 16th day of February, 2021

Mary Fasbender, Mayor

ATTEST:

Erica Henderson, 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 16th day of February 2021, as disclosed by the records of the City of Hastings on file and of record in the office.

Erica Henderson, City Clerk

(SEAL)

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



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Eric Maass, Economic Development Coordinator
Date: February 16, 2021
Item: Conduct a Public Hearing and Consider Options related to establishing City Code Section 90.17 governing parklets.

Council Action Requested:

Staff is requesting that the City Council conduct the scheduled public hearing on an Ordinance that would establish City Code Section 90.17 governing the rules and regulations pertaining to Parklets. **No formal action on the ordinance is requested at this time.** Based on feedback provided Staff intends to update and bring forward a Parklet Ordinance for adoption at the March 1st City Council meeting.

Background Information:

The City Council at its meeting on February 1st considered 1st reading and ordered a public hearing for February 16th, 2021 to review establishment of a parklet ordinance.

Since that time Staff has continued to research the topic and had discussions with contractors, manufactures, and businesses. City Staff continues to vet the draft ordinance for its practical implementation and as a result is seeking any additional questions that the City Council or general public may have as it relates to the ordinance prior to seeking formal adoption.

Staff met a local contractor downtown to review options for constructing a parklet and at that time it was thought that a metal frame would be necessary in order to work with the street grade and create a level parklet surface. The contractor was not able to provide a reliable cost given the current variables.

Staff received quotes from [Archatrak](#). They quoted a 12'x20' parklet that includes steel structure, porcelain pavers, support pedestals, and 4' aluminum ramp at \$12,100 plus \$1,300 in shipping. A 24'x20' parklet with the same components was \$25,552. In both cases sidewalks/planters would still need to be constructed. Archatrak offered railings and planters for an additional cost and they quoted \$31,874 plus \$1,300 in shipping for a complete kit for an 18'x24' parklet.

Staff also reached out to Daka Docks in pursuit of a solution involving dock sections. The quote for four 16'x4', one 4'x12' ramp and a 4'x4' transition platform that would create a 20'x16' parklet came back at \$10,900. No sidewalls or planters would be included at that price.

Recognizing that the dock platform is a cost itself, Staff has reviewed the ability of a street surface to be used as the floor of the parklet. Streets are designed to have a slope to them to direct stormwater to catch basins. Staff reviewed 2nd Street and found that it had a 1.8% slope. Minnesota accessibility code states that floor surfaces need to be level which disqualifies the street surface from acting as the parklet floor. Parking spaces, walkways, and ramps able to be a max of 2%. The National Association of City Transportation Officials has a [publication on parklets](#) and lists a “flush transition at the sidewalk and curb to permit easy access and avoid tripping hazards” as a critical component for parklets.

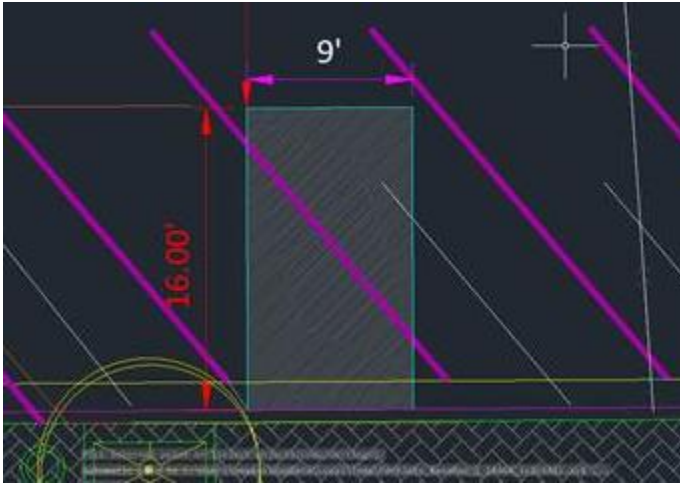
HEDRA continues to discuss the matching grant program it will establish to assist with hard costs related to the parklet. Staff can provide City Council with an update on HEDRA progress on a grant program at the City Council meeting.

We are seeking direction on the following item to develop a practical ordinance that best meets the objectives of City Council and is cost effective for businesses:

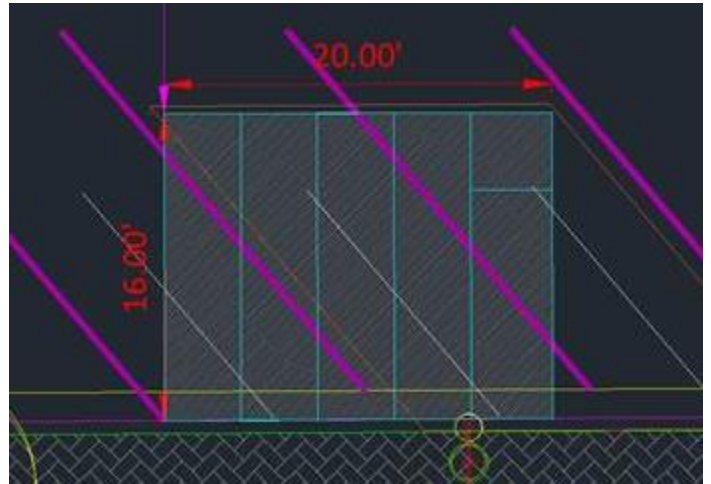
1. Shape - This [redacted] or this [redacted]. Should parklets be required to follow existing parking spot striping?
 - a. After consulting contractors and manufacturers, the custom nature of an angular parking is now viewed as a larger financial barrier than originally anticipated. Staff is considering the option to permit square parklets within angular parking stalls. This would however require the parklet to occupy three (3) parking spaces rather than two (2) spaces due to the geometry of a square parklet within an angular parking spot.
 - b. Based on initial interest from area businesses staff anticipates that even if parklets occupied 3 spots each, that compared to last year the parklets in total would occupy 1 less spot within the first block of 2nd street.
[Custom angular Parklet in California](#)



Square parklet – 2 parking spot max



Square parklet – 3 parking spot max



Additional Parklet Research

The City of Hopkins has a parklet/sidewalk café program as well. Provided below are images of their seasonal instillations.

Pub 819 – 819 Mainstreet



LTD Brewing – 8th Avenue N



History:

Staff has received a request from local businesses to again offer a parklet program within the City to offer relief to business restrictions related to the COVID-19 pandemic. City Staff saw this as an opportunity to not only offer short term relief but also a long-term amenity and tourism attraction to the community.

Staff circulated a survey to all downtown area businesses for feedback as it related to the 2020 summer parklets. Twenty-four businesses responded with general support of the parklets, but with concerns related to pedestrian connectivity, street closures, and the overall appearance of the parklets. City Staff met with the Downtown Business Association (DBA) to gather feedback on the parklets as well.

As a follow up to concerns regarding pedestrian connectivity of the sidewalk Staff discussed with the City Attorney the issue of “compact and contiguous” language related to a business’s liquor license. While a sidewalk may be viewed as something that bisects the two areas and create risk with officials with the State of Minnesota, the act of moving the delineated sidewalk into the street as it was in 2020 also presents risk related to conflicts between motorists and pedestrians. When weighing the associated risks of both options and researching how other communities in the State have instituted parklets, Staff has drafted the Ordinance such that moving forward parklets will not result in the shifting of delineated sidewalk space into the traveled right of way.

At its meetings in January, HEDRA voted to support a parklet program with \$40,000 in funding from its remaining COVID relief budget. Those dollars are coming from the HEDRA covid budget and not related to any CARES Act or other State or Federal funding. Staff is developing a matching grant program as well as parklet application forms in the event that the proposed Ordinance is adopted.

Financial Impact:

This project is being coordinated as part of Staff’s regular duties. No financial support is being requested through the City Council.

Advisory Commission Discussion:

N\A

Council Commission Discussion:

N\A

Attachments:

- Draft Ordinance – Sec 90-17 Parklets
- Archatrak Pricing Sheet
- DakaDock Sketch

CITY OF HASTINGS, MINNESOTA

ORDINANCE NO. 2021-___

An Ordinance of the City of Hastings Amending City Code Chapter 90: Streets and Sidewalks and Section 34.03 Fees.

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

HASTINGS CITY CODE CHAPTER 90, SECTION 90.17 ARE AMENDED AS FOLLOWS (new language is underlined, ~~strikethrough~~ language is deleted):

SECTION 90.17 PARKLETS

(A) Definition. For the purposes of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

(1) Parklet – An area for commercial business activities, which may include food and beverage services, utilizing on-street parking spaces within City right-of-way, and located adjacent to a commercial establishment having a common operator. Parklets are distinct and separate from Sidewalk Cafes as regulated under Chapter 90.16.

(B) Parklets authorized. Parklets with or without service of alcohol may be located with public right of way subject to a license issued by the City of Hastings pursuant to this section.

(C) General Requirements. Installation and operation of all parklets are subject to the following requirements and parklets serving intoxicating liquor, beer or wine are subject to the applicable requirements of Chapter 111.

(1) Parklets may only be operated during the hours of operation of the food service establishment provided that no Parklet may be operated between the hours of 11:00 p.m. and 11:00 a.m. The City Council may further restrict or expand the hours of operation of a parklet based upon the proximity to residential dwelling units, and upon considerations relating to the safety, repose and welfare of residents, businesses and other uses near the establishment. Furniture and fixtures may be stored overnight within the parklet provided the licensee shall ensure all items are stored and secured in a neat and orderly manner.

(2) All parklets shall have a visually appealing and continuous barrier made of fencing or planters surrounding the entire parklet area which must be compact and contiguous with the enclosed portion of the licensed premises. No licensee shall expand a parklet without first obtaining an amended parklet license covering the additional space.

(3) Only food or beverages for immediate consumption may be offered for sale and no alcoholic beverages may be dispensed from within the parklet. The licensee shall provide food service in all parklet areas during all hours of operation. Food service may consist of less than a full menu, but shall at all times offer a substantial choice of main courses, other food items, and non-alcoholic beverages. An establishment that offers a regular menu to customers with food items delivered from other local food service establishment for purposes of this Chapter and those

portions of Chapter 111 regulating parklets provided that parklet operations shall be allowed only during the times when food delivery is offered. Glassware may be used in the service of food and beverages but only to the extent such use does not create a safety hazard for patrons or the public in adjacent areas and the licensee is responsible to immediately remove any broken glass from the premises.

- (4) Non-live entertainment such as radio, taped music and television is only permitted within a parklet if it is expressly requested and approved by the City Council at the time of Parklet Permit issuance and if approved shall not generate noise that would unreasonably annoy or interfere with neighboring property owners or occupants or the public.
- (5) Live entertainment shall be permitted within parklets so long as sound does not generate noise that would unreasonably annoy or interfere with neighboring property owners or occupants or the public.
- (6) Operation of a parklet must comply with all provisions of the Minnesota Clean Indoor Air Act.
- (7) No parklet shall be installed or operated, and no license shall be issued, for any location where the same is prohibited by state or local law and the ownership, operation and maintenance of all parklets shall be subject to all applicable laws, ordinances and regulations.
- (8) The Parklet Licensee shall maintain the Parklet in a clean and sanitary condition and shall be responsible to remove all trash and litter generated by the operation of the parklet within a reasonable distance from the area each day. The Licensee shall be responsible for all costs of repairing any damage to the roadway, sidewalk or other public property caused by the use of the parklet.
- (9) All Parklet Licensee must at all times maintain commercial liability insurance covering the licensed premises and the parklet area with minimum policy limits for bodily injury or death of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate and for property damage of not less than \$50,000.
 - a. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk.
 - b. All liability insurance policies required herein shall name the city as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without first giving 10-days' written notice to the city, addressed to the City Clerk.
 - c. Operation of a parklet by a Licensees without required liability insurance coverage shall be grounds for immediate suspension or revocation of the parklet permit.

- d. The Licensees shall indemnify and hold harmless the city, the city's public officials, employees and agents from any loss, costs, damages and expenses arising out of the use, design, operation or maintenance of the parklet.
- e. These insurance and indemnification requirements shall be memorialized in a license agreement signed by the licensee prior to the initial issuance of the Parklet license and upon any renewal thereof, but failure of the city and the licensee to execute such a license agreement shall not alleviate the licensee of its insurance and indemnification obligations hereunder.

- (10)Parklets located within public parking lots or on streets with parallel parking shall have a fourteen (14) foot setback to be measured from the centerline of the roadway.
- (11)Parklets located on streets with non-parallel parking shall have a twenty (20) foot setback measured from the centerline of the roadway.
- (12)Parklets shall have a one-foot interior setback from the edge of any adjacent parking stall where the parklet is to be placed.
- (13)The exterior sidewalls of a Parklet shall consist of planters, railing, cabling, or some other appropriate buffer approved by City Staff.
- (14)The outside edge and railings must not create a visual buffer that inhibits sightlines for motorists or pedestrians. In general, parklets should be placed at least one parking space from corners. Parklets located adjacent to curb bump-outs may allow for closer placement.
- (15)Parklets shall not occupy handicapped parking stalls.
- (16)Parklets shall not be installed prior to April 1st of each year unless otherwise approved by the City Administrator or his/her designee.
- (17)Parklets shall be seasonal in nature and be removed by November 1st of each year or when directed by the City Administrator or his/her designee.
 - a. The City shall provide parklet users with as much advance notice as possible in the event of an infrastructure emergency that would require the parklet to be removed from City right of way.

(D) Planning Requirements

- (1) Parklets shall be allowed within the C-3 Community Regional Commerce and DC Downtown Core Zoning Districts.
- (2) Parklets may occupy up to two (2) public parking spaces if the parklet is constructed at an angle to coincide with angular parking, or up to three (3) public parking spaces if the parklet is

constructed with 90 degree corners. Requests for additional public parking spaces may be considered based on its impact to immediately adjacent businesses and the amount of street frontage of the business requesting the parklet.

(3) The height of the outside wall shall be no less than 30 inches and no greater than 42 inches as measured on the street side. Parklet columns or structures exceeding 42 inches must not impair visibility for ingress and egress of vehicles.

(4) A minimum overhead clearance of 96 inches must be provided for any parklet that includes a canopy (or similar element) in order to avoid creating a visual barrier and to provide adequate clearance for people. No canopy may be attached to the principal structure.

(5) Signs

a. Signage shall not be permitted to be placed onto a parklet.

(6) Landscaping

a. Parklets must incorporate landscape elements which may include planter boxes, hanging planters, green walls, raised beds, or similar features.

(7) Lighting

a. Lighting is allowed within parklets. Self-contained low-voltage systems, such as solar or battery-powered lights are recommended.

b. Lighting must be directed onto the Parklet so as not to negatively impact surrounding areas.

(E). Engineering Requirements

(1) Parklet shall not block curb line storm water drainage, catch basins, fire hydrants, driveways, manholes, or public or private utility valves/covers.

(2) In no case shall any portion of the parklet, or any furniture placed upon it, obstruct the view of a traffic control device.

(3) Parklets shall only be installed on streets with a grade no greater than 5 percent.

(4) Curb Interface

a. Parklet design shall allow for stormwater flow and drainage along the curb.

b. The maximum horizontal gap between the curb and the parklet surface shall be 1/2 inch where ingress/egress for the parklet is located.

- c. The maximum vertical gap shall be 1/4 inch between the curb and parklet surface ~~where~~ ~~ingress/egress for the parklet is located.~~
- d. The parklet must maintain an accessible connection to the curb to meet Americans with Disability Act (ADA) requirements.

(F). Building Code Requirements

- (1) Parklets shall comply with Minnesota State Building Code.
- (2) Parklets must be designed for ADA compliance.
- (3) ~~A The~~ parklet frame shall ~~ould~~ be a freestanding structural foundation that rests on the street surface or curb. No features or structural components may be permanently attached to the street, curb, or adjacent planting strip.
- (4) Gas powered and heating feature are permitted within parklets but shall require inspection by the City's fire department.

(G). License Applications.

- (1) An applicant for a parklet license shall file an application on forms provided by the City Clerk which shall include, in addition to any other information required by the City, the following:
 - a. The business name, address, phone number and contact person.
 - b. Parklet Design Building Plans
- (2) Building plans of proposed parklet structure demonstrating compliance with Minnesota State Building Code as well as ADA requirements
 - a. Parklet Site Plan:
 - i. Location on the street.
 - ii. Street and sidewalk utilities (i.e. manholes, catch basins, etc.).
 - iii. Street poles and signs.
 - iv. Fire hydrants and Fire Department connections on adjacent buildings.
 - v. Existing Location of Street furniture (litter cans, benches, etc.).
 - vi. Street trees.
 - vii. Parklet dimensions.

- viii. Parklet materials and details as necessary.
 - ix. Materials, design elements, or other proposed parklet features.
 - b. Photographs and manufacturer specifications for all proposed parklet furniture and fixtures.
 - c. Description and locations of any sound, television or video systems proposed for the parklet.
 - d. Description of all food and beverages that will be served within the parklet and the proposed hours of operation.
 - e. Description of all points of access between the building and the parklet and exterior areas.
 - f. Description of ingress and egress arrangements including those necessary to provide handicap accessibility and control of persons entering and leaving the premises to prevent consumption of alcohol by minors and to ensure safety of moveable seating arrangements.
 - g. Description of all physical improvements to be constructed to accommodate the parklet.
 - h. An insurance commitment or binder securing all insurance coverage required under this chapter and Chapter 111, if applicable, on the parklet areas and meeting all requirements for naming the city as an additional insured.
 - i. Any other information known to the applicant that may reasonably impact the issuance of the license including but not limited to objections to the proposed parklet raised by neighboring property owners or the public, obstructions or other factors or conditions that may impact public health or safety if the parklet license is issued.
- (3) Upon submission of a complete application the City Administrator or designee shall place the application upon the agenda of the next available City Council meeting for which proper notice as required by this section can be given. A public hearing on the application shall be required for all initial parklet applications, all subsequent applications proposing modifications to a parklet site plan, and whenever the City determines a public hearing is necessary to determine whether the criteria for granting a parklet license are satisfied. When applicable, City Administrator or designee shall cause notice of the public hearing to be given in the same manner as prescribed for special use permits.
- (4) Granting of license. Following the required public hearing, if any, the City Council may grant or deny the license or refer the matter to any commission or committee for further study.

- (5) Criteria for issuance and renewal. No parklet license may be issued or renewed if the results of the investigation or other evidence given to the City Council through any means, shows to the satisfaction of the Council, that the issuance or renewal would not be in the public's interest. The Council shall make written findings, certifying the parklet-sidewalk café will comply with the following criteria.
- a. The design and operation satisfy the applicable requirements of this chapter and will be in harmony with the purpose and intent of Chapter 155 and all rules applicable in any Heritage Preservation District within which the parklet is located.
 - b. The design and operation will not unreasonably interfere with or annoy users of neighboring residential, commercial or public property.
 - c. The design and operation will not unreasonably interfere with pedestrian or vehicular traffic or access to any public street, utility or other facilities.
 - d. Where liquor, wine or beer will be served, the licensed premises is compact and contiguous with the premises licensed under Chapter 111 and the design and operation will safeguard against consumption of alcohol by minors.
- (6) Conditions of license. Every license issued pursuant to this chapter shall be subject to the conditions of this section and all other sections of this chapter and any other applicable ordinance of the city, state law, or federal law, and shall include the following conditions.
- a. Posting. The license shall be posted in a conspicuous place in the licensed establishment at all times.
 - b. Additional conditions. The Council may, upon a finding of necessity, place the conditions and restrictions upon the license as it, at its discretion, may deem reasonable and justified to protect the public interest.
 - c. Licenses limited to certain areas. All fixtures shall be placed, and all operations conducted, within the space described on the license.
 - d. Inspection by peace officers or health officers. All parklets shall be subject to compliance inspections and no licensee or employee of a licensee shall hinder or prevent a peace officer, health officer, building official, fire official, or any other employee so designated by the City Council or City Administrator from entering upon and inspecting the licensed premises during business hours, without a search warrant.
 - e. Responsibility of licensee. Every licensee, whether actually present on the licensed premises or not, shall be responsible for the conduct of the licensed premises and shall maintain conditions of sobriety and order on the licensed premises.
 - f. Payment of WAC and SAC. Licensees shall pay all additional WAC and SAC imposed as a result of additional seating offered within a parklet-sidewalk café.
- (7) Transfer of license. No license issued pursuant to this chapter shall be transferrable to another person or entity nor may any such license be transferred to a different location.

- (8) Expiration of license. Every license issued under this chapter shall expire on December 31st of each year, regardless of when the license was issued.
- (9) Suspension or revocation of license. The City Council may suspend, revoke or deny renewal of any ~~parklet-sidewalk-café~~ license upon the violation of any license condition or of any provision or condition of this chapter, any other city ordinance, or of any state or federal law. Before the Council shall suspend or revoke any license issued under this chapter, the licensee shall be given at least 10-days' notice stating the time and place of the hearing and the charges against the licensee.

HASTINGS CITY CODE CHAPTER 34 IS AMENDED AS FOLLOWS (new language is underlined, ~~striketrough~~ language is deleted):

| | | | |
|--------------------------------------|--|--|-------------|
| Parklet | | | |
| <u>Initial License Application</u> | <u>\$100.00</u> | | <u>2021</u> |
| <u>Renewal License</u> | <u>No Charge if site plan or parklet structure is not modified</u> | | <u>2021</u> |
| | <u>\$100.00 if site plan or parklet structure is modified</u> | | <u>2021</u> |
| <u>With Liquor License Amendment</u> | <u>\$50.00 Additional</u> | | <u>2021</u> |

This Ordinance shall be effective upon seven (7) days after its passage and publication.

Council member _____ moved a second to this Ordinance, and upon being put to a vote it was adopted by a majority of all Council members present.

Adopted by the Hastings City Council on this ___ day of _____, 2021, by the following vote:

Ayes:
Nays:
Absent:

CITY OF HASTINGS

Mary Fasbender, Mayor

ATTEST:

~~Julie A. Flaten~~ Erica Henderson

City Clerk

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

~~Julie A. Flaten~~ Erica Henderson

City Clerk

RE-IMAGINING OUR CITY STREETS.

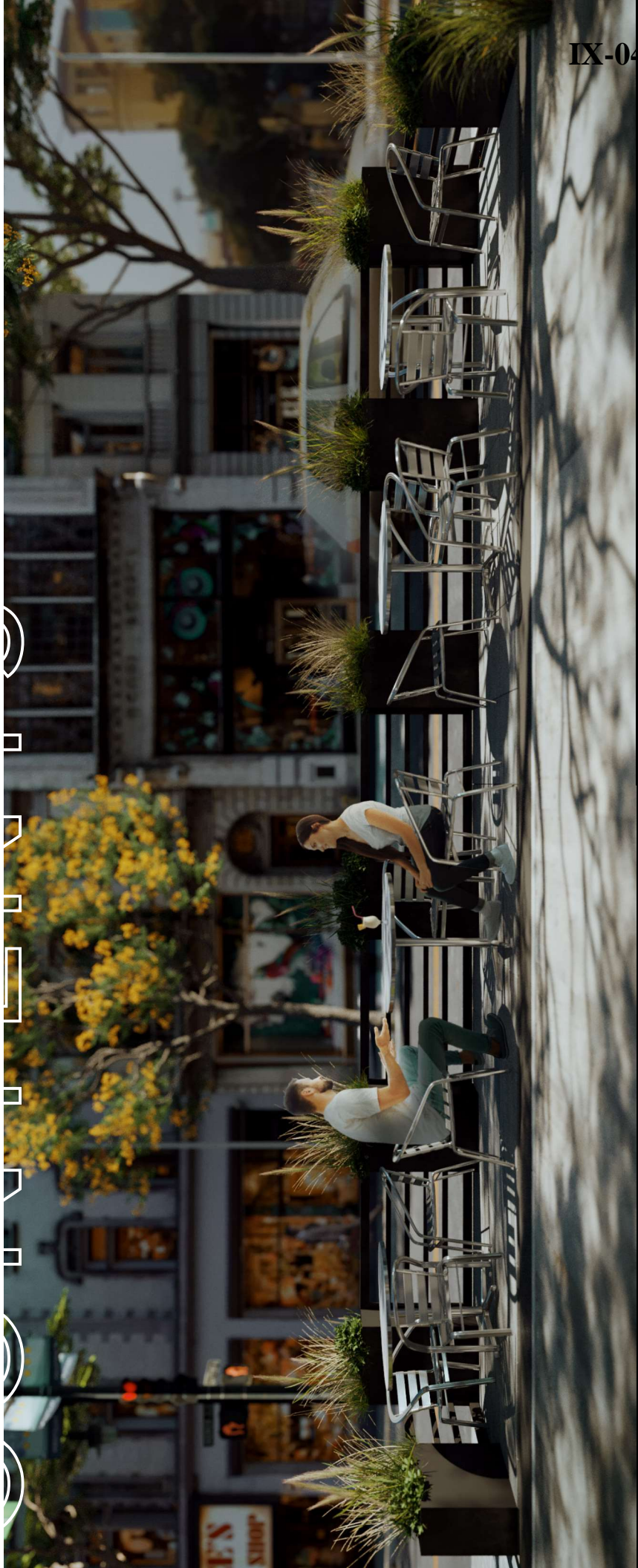


STREET DECK



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IX-04

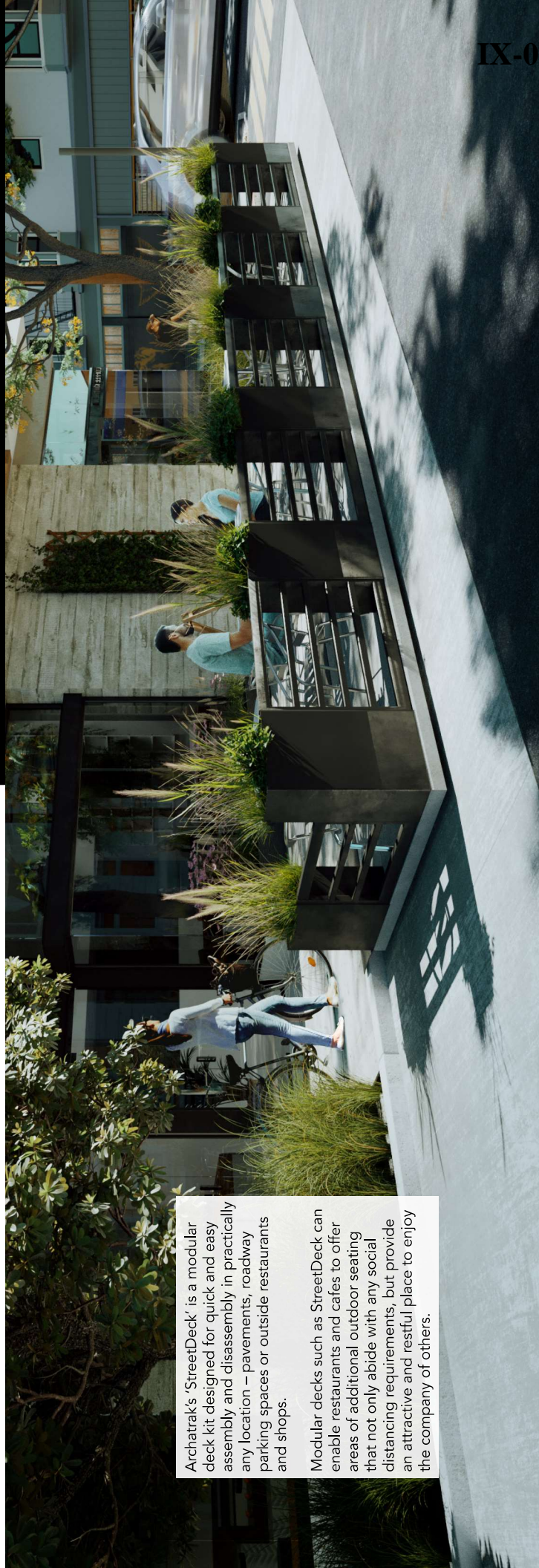
THE STREETDECK SOLUTION

KEY BENEFITS

- More affordable than custom designed & fabricated decks
- No skilled labor required for assembly
- Exceptionally low maintenance
- Easy to disassemble and reassemble
- Strong and damage resistant
- Readily scalable in length and width
- Integrated planters, benches, railings and panels
- Completely customizable with 3rd party accessories

Archatrak's 'StreetDeck' is a modular deck kit designed for quick and easy assembly and disassembly in practically any location – pavements, roadway parking spaces or outside restaurants and shops.

Modular decks such as StreetDeck can enable restaurants and cafes to offer areas of additional outdoor seating that not only abide with any social distancing requirements, but provide an attractive and restful place to enjoy the company of others.



MODULAR

ADAPTABLE. *Flexible.*

Although StreetDeck comes in two standard sizes, a 1-car parking spot (6'x12') and a 2-car parking spot (6'x32'), the modular nature of StreetDeck allows for customization, both in length and width, in increments of 24".

The basic StreetDeck kit contains bolt together, powder-coated, galvanized steel perimeter modules, porcelain pavers or wood tiles for the deck surface, adjustable height pedestals to support the perimeter and pavers, plus all necessary brackets and hardware to assemble the modular deck.

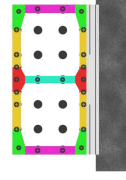
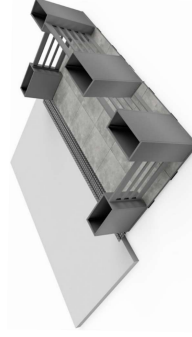
Fully integrated accessories, including steel planters and railings, can be added to construct a completely self-contained StreetDeck.



BASIC 2-CAR STREETDECK KIT

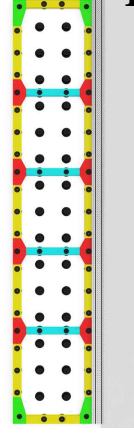
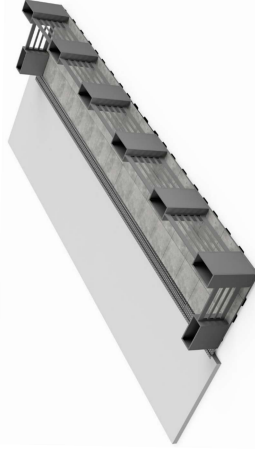
1-CAR KIT

6' x 12'



2-CAR KIT

6' x 32'



IX-0

COLOR OPTIONS

COLOR OPTIONS

Rich, expressive porcelain paver colors

Porcelain pavers offer an exceptionally rich catalog of styles and colors, allowing for custom, visually stimulating StreetDecks, in full harmony with the surrounding environment. Choose from over 60 colors and styles, from stone to cement and wood looks. Some examples from our extensive range include:

STONE LOOK



COKE



BLUESTONE

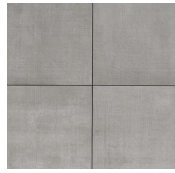


RIM ROCK

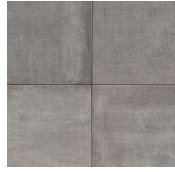


CRYSTAL WHITE

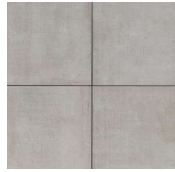
CEMENT LOOK



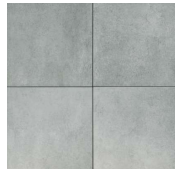
CEMENTO



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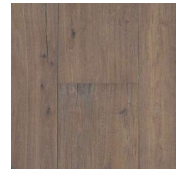


CENERÈ



ZINC

WOOD LOOK



NATUR



KAURI



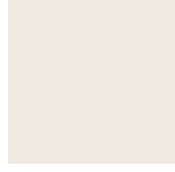
SLAVONIA



OAK

Enhance with custom color steel

Fill the streets with color by customizing your StreetDeck steel frame and planters with the following color options:



WHITE



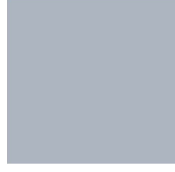
IVORY



TURTLEDOVE



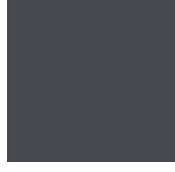
MUD



LIGHT GREY



GREY



LONDON



DARK GREY



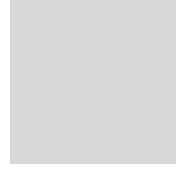
RUST



DARK BROWN



CORTEN



STAINLESS STEEL

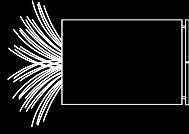
ACCESSORIES



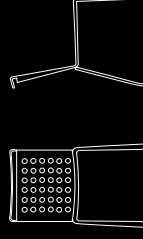
A range of add-on components including planters, benches and fence panels are available, all designed to specifically complement our modular StreetDeck, but offering considerable scope for customization.

If preferred, planters, fence panels and railings can also be sourced from 3rd parties since the basic structure of StreetDeck permits hold-down brackets to be inserted between the pavers and secured to the steel frame.

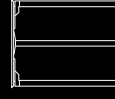
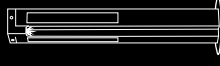
STEEL PLANTERS



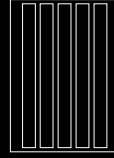
CHAIRS & TABLES



SOLAR BOLLARDS



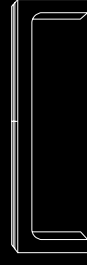
FENCE PANELS



LED LIGHTING



SOLAR BENCHES



STREETDECK

RE-IMAGINING OUR CITY STREETS.



Archatrak

WWW.ARCHATRAK.COM

866.206.8316

SOLUTIONS@ARCHATRAK.COM



STREETDECK MODULAR DECKS PRICE LIST

Validity: Jul 01 to Dec 31 2020. All prices exclude shipping charges.

| | 12' x 6' | | 20' x 6' | | 24' x 6' | | 32' x 6' | | Each 6' extension | |
|--|----------|--------------------|----------|--------------------|----------|--------------------|----------|--------------------|-------------------|-------------------|
| Steel Structure/Containment ¹ | 12' x 6' | \$2,932.71 | 20' x 6' | \$4,243.30 | 24' x 6' | \$5,336.30 | 32' x 6' | \$6,429.29 | 6' x 6' | \$1,212.52 |
| Porcelain Pavers | 18 | \$576.00 | 30 | \$960.00 | 39 | \$1,248.00 | 48 | \$1,536.00 | 9 | \$288.00 |
| Eterno 'SE' Support Pedestals | 28 | \$336.00 | 48 | \$576.00 | 62 | \$744.00 | 76 | \$912.00 | 14 | \$168.00 |
| Rubber Pads | 20 | \$36.00 | 30 | \$54.00 | 38 | \$68.40 | 46 | \$82.80 | 8 | \$14.40 |
| Aluminum Ramp 4' x 1' | 1 | \$209.76 | 1 | \$209.76 | 1 | \$209.76 | 1 | \$209.76 | | |
| Basic Deck Kit /Only | | \$4,090.47 | | \$6,043.06 | | \$7,606.46 | | \$9,169.85 | | \$1682.92 |
| Add Steel Planters | 4 | \$3,867.31 | 6 | \$5,800.97 | 7 | \$6,767.80 | 8 | \$7,734.62 | 1 | \$966.83 |
| Add Steel Fence Panels | 4 | \$2,744.54 | 5 | \$3,898.50 | 6 | \$4,678.20 | 7 | \$5,457.90 | 1 | \$779.70 |
| Complete StreetDeck Kit | | \$10,702.33 | | \$15,742.53 | | \$19,052.45 | | \$22,362.37 | | \$3,429.45 |

Optional Substitutions

| | | | | | | | | | | |
|-----------------------------------|----|--------------|----|--------------|----|--------------|----|--------------|---|------------|
| Aluminum Railings | 4 | (\$1,780.00) | 6 | (\$2,670.00) | 7 | (\$3,115.00) | 8 | (\$3,560.00) | 1 | (\$445.00) |
| Stainless Steel Wire Railings | 4 | \$5,560.00 | 6 | \$6,950.00 | 6 | \$8,340.00 | 7 | \$9,730.00 | 1 | \$1,390.00 |
| Special Price Pavers ² | 18 | (\$180.00) | 30 | (\$300.00) | 39 | (\$390.00) | 48 | (\$480.00) | 9 | (\$90.00) |
| Ipe Wood Pavers | 18 | \$144.00 | 30 | \$240.00 | 39 | \$312.00 | 48 | \$384.00 | 9 | \$72.00 |
| Extra Ramp & Brackets 4' x 1' | 1 | \$209.76 | 1 | \$209.76 | 1 | \$209.76 | 1 | \$209.76 | 1 | \$209.76 |
| Deck Galvanized Only | | (\$880.00) | | (\$1,273.00) | | (\$1,601.00) | | (\$1,929.00) | | (\$364.00) |
| Extra 2' Depth | | \$901.40 | | \$1,119.20 | | \$1,293.00 | | \$1,466.80 | | \$373.80 |

- Galvanized and powder coated
- Subject to availability

Archatrak Inc.
2 Wisconsin Circle, Suite 700
Chevy Chase MD 20815

Tel: 866 206 8316
sales@archatrak.com
www.archatrak.com

To: Eric Maass



IX-04



From: DFA

Date: 2/8/2021

Re: _____

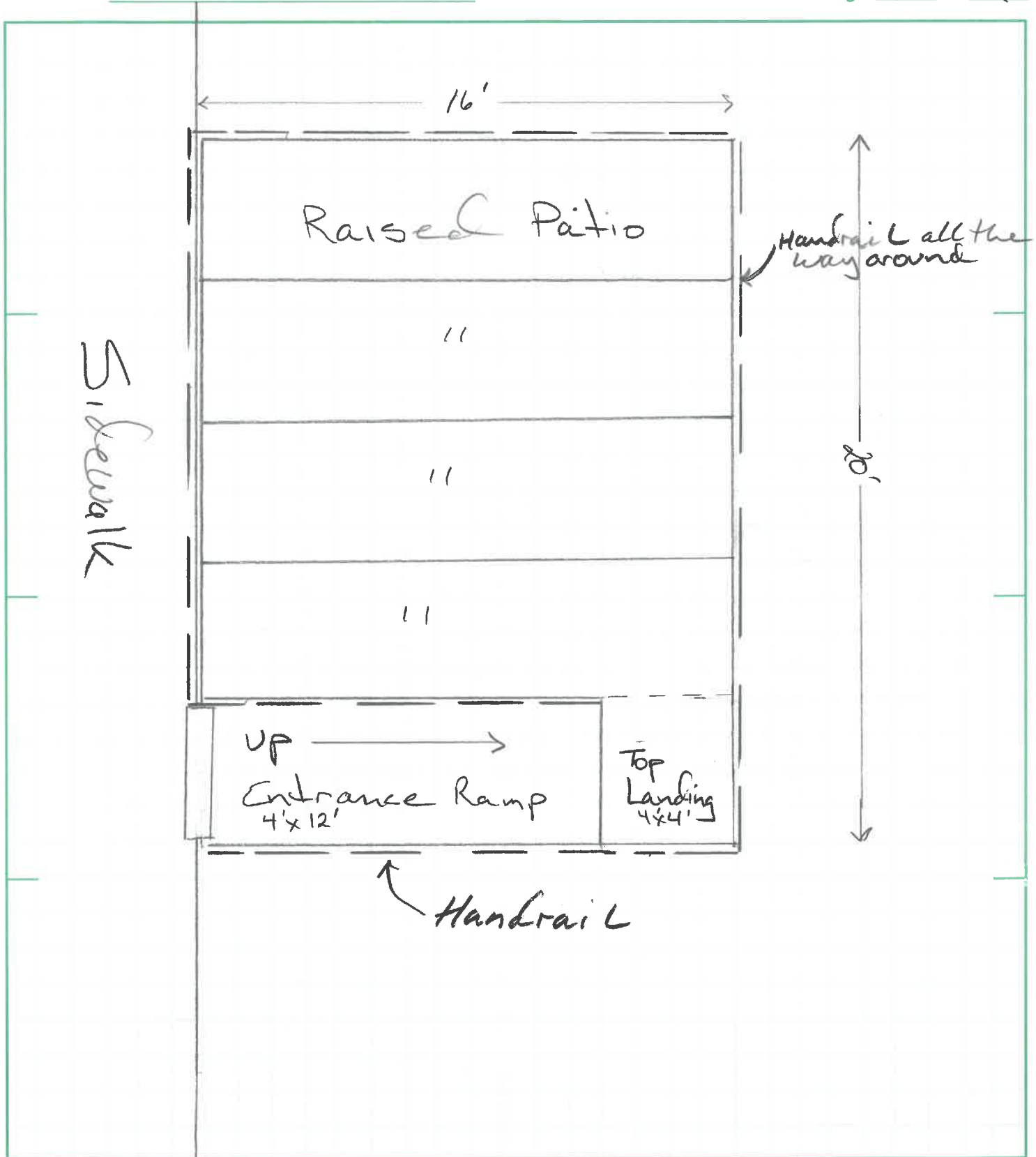
METAL FABRICATORS

955 Industrial St NE, Pine City MN 55063

Tel 320.629.6737 Toll Free 1.800.884.3252

Fax 320.629.3677 Website www.dakacorp.com

Page 1 of 2





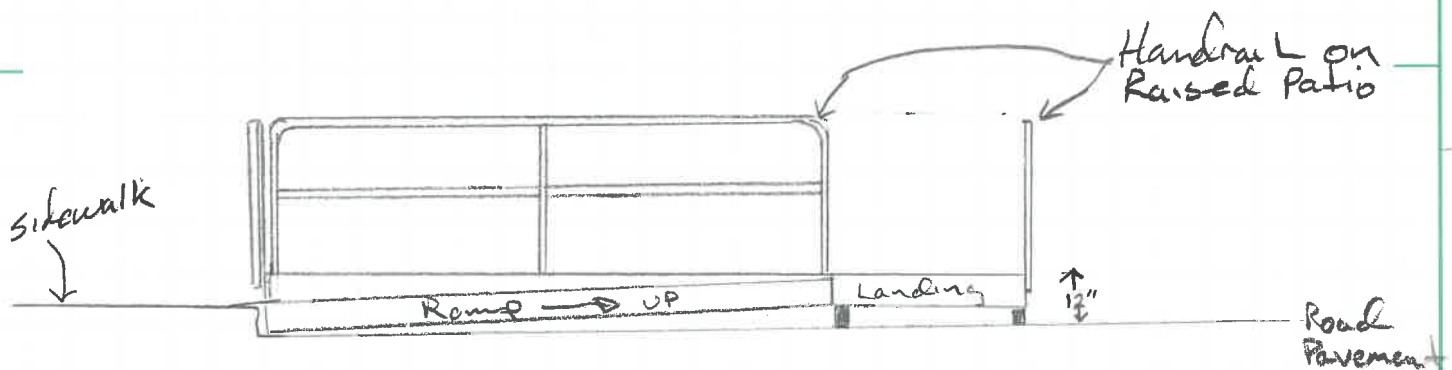
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Fax 320.629.3677 Website www.dakacorp.com

To: _____
 From: DFA
 Date: 2/8/21
 Re: _____



Note: Handrail not shown on Ramp
 Exterior rail save deck space
 Adjustable Legs on Raised patio



To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: February 16, 2021
Item: Resolution: Extension of Temporary Measures for Operation of Commerce - COVID-19

Council Action Requested:

Consider adoption of the attached resolution extending certain temporary measures for the operation of Commerce due to the COVID-19 Pandemic. A simple majority is necessary for action.

Background Information:

On May 18, 2020 the City Council adopted Resolution No. 05-08-20 approving certain temporary commercial measures due to the COVID-19 Pandemic. The measures identified expired on November 1, 2020.

Staff proposes the following changes to the adopted measures:

- 1) **Use of sidewalks for commerce** - No changes
- 2) **Conversion of public downtown planters to table seating** - Eliminate provision; has not been utilized
- 3) **Use of the TH 61 bridge plaza** - Facilities would be provided similar to last year
- 4) **Increase to the number of picnic tables along the riverfront and downtown** - Staff will continue to examine additional tables as warranted.
- 5) **Allow conversion of private parking lots into outdoor dining areas** - No changes
- 6) **Enforcement of temporary signage requirements would not be prioritized** - No changes
- 7) **Expansion of Sidewalk Cafes to contiguous areas without separation of the sidewalk** - Eliminated. Rules established through new parklet ordinance.

Financial Impact:

Allowance of continued temporary measures will assist in enhancing commercial opportunities for business operation during the pandemic.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**HASTINGS CITY COUNCIL
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
APPROVING TEMPORARY MEASURES FOR OPERATION OF COMMERCE**

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

WHEREAS, Minnesota Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota’s Strategy to Protect Minnesotans from COVID-19 was executed by the Governor on March 13, 2020 in response to the COVID-19 Pandemic; and

WHEREAS, subsequent Executive Orders executed by the Governor have restricted operation of commerce, causing financial hardship to the local economy; and

WHEREAS, on March 16, 2020 the City of Hastings declared a Public Health Emergency resulting from imminent health conditions caused by the presence of the Coronavirus Disease (COVID-19); and

WHEREAS, restrictions on the operation of commerce will be removed over time; however, adherence to social distancing requirements are likely to remain for some time; and

WHEREAS, in response to the Public Health Emergency, the City Council adopted Resolution No. 05-08-20 adopting temporary measures to provide additional opportunities for the operation of commerce that adhere to social distancing requirements; and

WHEREAS, Resolution No. 05-08-20 expired on November 1, 2020; and

WHEREAS, the Public Health Emergency continues and the City Council seeks to provide continued temporary commercial measures; and

WHEREAS, Hastings City Code Chapter 90.11 allows for the private use of public streets and parking lots including sidewalk areas.

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

That the City Council of the City of Hastings hereby approves the following temporary measures:

- 1) **Use of Sidewalks for Commerce.** Businesses may use a portion of the public sidewalk in front of their business for the display of merchandise or to conduct commerce as outlined under Hastings City Code Chapter 90.11 under the following conditions:
 - a) Any service of food and beverages must adhere to Hastings City Code Chapter 90.16 - Sidewalk Cafes.
 - b) Businesses must provide a corridor or no less than four (4) feet along the sidewalk, building entrances and ADA accessible ramps.
 - c) Sidewalk display areas must be kept neat and tidy.
 - d) Must provide City with a waiver of indemnity from the businesses' insurance.
 - e) Completion of a Sidewalk Use Form with correct and complete business names of the building owners and operators, and the description of the area that will be used along with a waiver of indemnity from the business' insurance.
- 2) **Use of TH 61 Bridge Plaza.** City will provide tables, portable toilets, and hand washing facility in the plaza area under the TH 61 bridge. The City will determine if additional waste receptacles are needed. Use of the tables and space for commercial activity shall be prohibited. Consumption of alcohol shall be prohibited.
- 3) **Picnic tables along the riverfront and downtown.** City staff will assess the need for additional picnic tables along the Mississippi Riverfront to increase opportunities to enjoy take-out orders from restaurants
- 4) **Allow Conversion of Private Parking Lots into Outdoor Dining, Drive-thru, or pick-up and delivery area for take-out orders.** Allow conversion of up to 25% of required parking into outdoor dining areas upon submittal of a plan to the Community Development Department.
- 5) **Enforcement of temporary signage requirements will be not be prioritized.** Signs cannot impair visibility at intersections. Enforcement of the placement of numerous temporary signs in multiple locations throughout the City will continue.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS: The measures identified within this resolution shall expire on November 1, 2021 unless further extended by the City Council.

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

Adopted by the Hastings City Council on February 16, 2021, by the following vote:

Ayes:

Nays:

Absent:

Mary Fasbender, Mayor

ATTEST:

Erica Henderson, City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 16th day of February 2021, as disclosed by the records of the City of Hastings on file and of record in the office.

Erica Henderson, City Clerk

(SEAL)

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



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: February 16, 2021
Item: Recognition of Fluegel Law Firm (1963-2021)

Fluegel Law Firm and its predecessor firms have represented the City of Hastings since at least 1963. During that time, Samuel Hertogs, Donald Fluegel, Shawn Moynihan and Daniel Fluegel have acted as City Attorney.

Over more than half a century, the City of Hastings and city government have grown and undergone many changes with the help and support of the law firm. The City Attorneys have advised numerous City Councils and City Administrators on strategic planning, public improvement projects, and ongoing city administration.

They have been involved in many projects including acquisition of real estate for city infrastructure, parks and the current City Hall. Over the years, the City Attorneys have been instrumental in working on development and redevelopment projects and public facilities including the Hastings hydroelectric dam, the new Hastings bridge, the satellite Public Works and Parks Department offices, and many other projects too numerous to detail.

The City Attorneys have also worked with the Hastings Police Department to enforce laws and prosecute non-felony crimes that occurred within the City.

With the City of Hastings being the county seat for Dakota County, the City Attorneys have had many dealings with Dakota County and other government partners including the State of Minnesota, the surrounding Townships, Washington County, the U.S. Corps of Engineers, the Minnesota Department of Natural Resources and local watershed districts.

The law firm's representation of the City of Hastings over nearly 60 years has provided the City with the benefits of continuity and a wealth of knowledge and legal experience. The Hastings City Council and staff heartily thank the Fluegel Law Firm for its dedicated service and wise counsel.