

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, January 3, 2022

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 City Council regular meeting and workshop on December 20, 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. Resolution Acceptance and Appreciation of a Donation for the Parks & Recreation Department from Saros, Hagen and Seleskie
3. Approve Access Agreement for Business Associate between Expert T Billing and EpicCare Link
4. Resolution: Approve a Temporary One-Day Gambling Permit for the Knights of Columbus
5. Resolution: Approve a Temporary One-Day Gambling Permit for River City Rhythm
6. Resolution: Authorizing Participation in National Opioids Settlement
7. Approve 2022-2023 Sergeants Unit Local #462 union contract
8. Declare Surplus Property and Authorize Sale: Police Department
9. Resolution Acceptance and Appreciation of a Donation for the Police Department from Arlan and Vicky Baukol
10. Resolution Approve 2022-2023 Commercial Waste Hauler License Renewals
11. Resolution: Approve Annual Banking Depository
12. Resolution: Approve Electronic Funds Transfer Transactions
13. Approve Arts Task Force Appointments
14. Resolution Approve 2022 Massage Therapy License Renewal for Ann Streeter

IX. AWARDING OF CONTRACTS AND PUBLIC HEARING

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

X. REPORTS FROM CITY STAFF

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. Resolution: Adopt 2022 CDBG Budget

D. Public Safety

E. Administration

1. OSHA Vaccine and Testing Requirement
2. Community Investment Fund
3. Arts Task Force Liaison

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Tuesday, January 18, 2022 7:00 p.m.

**Hastings, Minnesota
City Council Meeting Minutes
December 20, 2021**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, December 20, 2021 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
City Attorney Korine Land
Community Development Director John Hinzman

Recognition of Milestone Employees

5 Year

Nicole Biegel
Brady Endres
Blake Nosal
Cory Onken
Jeremy Bickner
Timothy Likes
Phil Nelson

15 Year

Connie Lang
Matthew Lindeman
Bryan Schowalter
Mark Knoll
Craig Latch
Derek Latch
Denise DeWall
John Caven

20 Year

Nathan Wood
Michael Schmitz
Samantha Schmidtke

25 Year

Joe Birk
Cory Likes

30 Year

Greg Page

35 Year

Mark Schutt

Recognition of Outgoing Commissioners

Planning Commissioner Emily King
HEDRA Commissioner Dennis Peine

Dakota County Update, Commissioner Mike Slavik

Commissioner Slavik gave an annual update on the county budget and highlights for the upcoming year.

Pleasant Hill Library Update, Julia Carlis

Branch Manager Carlis provided a review of the responsiveness of the Pleasant Hill Library during the pandemic and outlined library activities for the upcoming year.

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council regular and workshop meetings on December 6, 2021.

Minutes were approved as presented.

Consent Agenda

1. Pay Bills as Audited

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

2. Approve Ice Rental Agreement
3. Clarification of 2022 Budget Memo
4. Write-off Uncollectable EMS Bills
5. Reappoint Planning Commissioners Messina, Romens, and Teiken
6. Appoint Planning Commissioner Bryce LeBrun
7. Appoint HEDRA Commissioner Trevor Johnson
8. Reappoint Heritage Preservation Commissioners Simacek and Youngren and Appoint Heritage Preservation Commissioner Krista Peterson
9. Reappoint Parks & Recreation Commissioners Santelman and Karnick
10. Resolution No. 12-08-21 Call for Public Hearing: Tax Increment Finance District No. 9
11. Resolution No. 12-09-21 Approve 2022 Massage Therapist License Renewals
12. Resolution No. 12-10-21 Approve 2022-2023 Commercial Waste Hauler License Renewals
13. Resolution No. 12-11-21 Adopt Election Polling Places
14. Resolution No. 12-12-21 Declaring Insurance Liability Coverage
15. Resolution No. 12-13-21 Designation of Official Newspaper
16. Resolution No. 12-14-21 Approve Final Payment – 2021 Neighborhood Infrastructure Improvements (\$179,578.79) McNamara Contracting, Inc.
17. Approve Criminal Justice Network (CJN) Joint Powers Agreement

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

Public Hearing, 2nd Reading Amend City Code Chapter 34: Fees

Wietecha reviewed the City fee changes presented at the December 6, 2021 City Council meeting. He noted the fee adjustments were a result of the Utility Rate review done in 2020. The staff recommended increases of 3.5% in water rates, 1% in sewer rates, and 4% in storm water rates. Consistent rates will support funding infrastructure improvements and other large projects. Additionally, there are proposed fee increases in ambulance fees, safety inspection fees, fire extinguisher training, aquatics and arena fees, and water meters.

Mayor Fasbender opened the public hearing at 8:05 p.m. and hearing no comments closed the public hearing.

Council discussion on a communication plan to residents about how they can control their costs, especially with water usage.

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

Resolution No. 12-15-21 Acceptance and Appreciation of Donation from Tecla Karpen Estate

Wietecha described the generous donation from the Tecla Karpen Estate to the Parks and Recreation Department for conservation and management of natural resources within the Mississippi River Corridor and Vermillion River Watershed. We had considered using the funds to obtain a parcel of land that bordered Lake Rebecca Park. Flint Hills Resources owns the land and is instead in the process to donate the parcel of land to the City. The City has applied for a grant for enhancements to Lake Rebecca Park and these funds could supplement that grant, if awarded.

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

Mayor and City Council Wages

Wietecha indicated that this is not an action item at this time. A public hearing was ordered at the December 6 meeting, but a publication deadline was missed. He indicated that review of Mayor and City Council wages could be incorporated, at no additional cost, into the upcoming Compensation and Classification Study.

Council discussion in support of incorporating Mayor and City Council wages as part of the Compensation and Classification Study.

Mayor Fasbender and Councilmembers made the following announcements:

Announcements

- Santa will accompany the Hastings Police Department as they drive through town in the decorated command vehicle, following the addresses in the Show us How You Shine holiday lights display. The parade will leave City Hall at 6 pm on Wednesday, December 22.
- Recycle your old lights with the Hastings Holiday Lights Drop Off Collection. Residents can drop-off their unwanted light strands at the Joint Maintenance Facility, 920 – 10th Street West, during the holiday season from December 1 to February 1
- City Offices will be closed Friday, December 24, and Friday, December 31.
- I wish everybody a happy and safe holiday season.

Meetings

- Finance Committee on Tuesday, Dec. 21, 2021 at 5:00 pm
- Heritage Preservation Commission on Tuesday, Dec. 21, 2021 cancelled
- Planning Commission on Monday, Dec. 27, 2021 at 7:00 pm
- City Council workshop meeting on Monday, Jan. 3, 2022 at 5:30 pm
- City Council meeting on Monday, Jan. 3, 2022 at 7:00 pm

Councilmember Folch motioned to adjourn the meeting at 8:17 p.m., seconded by Councilmember Lund. Ayes 7; Nays 0.

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

**Hastings, Minnesota
City Council Workshop
December 20, 2021**

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, December 20, 2021 at 5:30 p.m. in the Community Room at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Members Absent: Councilmember Fox

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
Community Development Director John Hinzman
Economic Development Coordinator Eric Maass

Guests: Commissioner Mike Slavik, Dakota County; Chair, CDA Board of Commissioners
Tony Schertler, Executive Director, CDA

Mayor Fasbender called the workshop to order at 5:32 p.m.

Commissioner Slavik opened the workshop with introductions and an overview of the Dakota County Community Development Agency (CDA). Executive Director Schertler provided an overview of the services provided and philosophy guiding the work of the CDA.

Commissioner Slavik provided an overview of the rental prices and availability in Hastings. Even as the cost of ownership has increased, Hastings is one of the most affordable cities in which to rent or own in Dakota County. Schertler described the types of properties owned and managed by the CDA and who they serve.

Council discussion how funds are retained to maintain the units for the long term and reinvestment into preserving existing units as well as invest new units. Question on first time homebuyer program sunseting due to strong state program. Council discussion on the amount of land needed for projects and if rehab of existing homes is in the scope of the agency's work.

Schertler indicated that the CDA would be open to conversation with the City to partner on near future projects. CDA has means to purchase land when it becomes available. Workforce development is key in this process. Council discussion on addressing the various needs of families, attracting industry and workforce, and homeless populations.

Council supports conversations continuing to move forward with the staff and invite the CDA to return in 6 months to discuss economic development.

The Workshop adjourned at 6:53 p.m.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang – Accountant

Date: 12/30/2021

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of November 2021 CC payments.

Council review of weekly routine disbursements issued 12/28/2021.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 01/04/2022.

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:

November 2021 CC Payments	\$	20,233.28
Disbursement checks, EFT issued on 12/28/2021	\$	156,409.08
Disbursement checks, EFT to be issued on 01/04/2022	\$	111,055.30

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Council Reports

November 2021 CC Charges

Date	Name	Amount	Account	Description
11/20/2021	Vzwrlss My Vz Vb P	35.01	101-105-1051-6321	Verizon Air cards
10/30/2021	Natl Stdnt Clearinghou	17.95	101-107-1052-6319	Education verification for IT Manager candidate
11/10/2021	Emilys Bakery And Deli	86.00	101-107-1061-6450	40 Cookies with Raiders Logo for Capital Investment Committee Bonding Request Visit
11/20/2021	Vzwrlss My Vz Vb P	35.01	101-107-1071-6321	Verizon Air cards
10/28/2021	Sherwin Williams 70301	8.75	101-140-1404-6350	sheetrock plaster
11/03/2021	Golden Valley Supply C	469.40	101-140-1404-6353	city hall equipment repair
11/08/2021	Eig Conslantcontact.Co	19.00	101-160-1061-6310	Monthly Constant Contact Invoice-email marketing tool
11/03/2021	Socialplot	150.00	101-160-1061-6310	Social media tool for scheduling posts across channels. Includes metrics
11/03/2021	Bestbuycom806514357090	17.99	101-160-1601-6217	Replacement wireless mouse Jhinzman
10/29/2021	Comcast St. Paul	84.90	101-160-1601-6308	cable
11/04/2021	Cdw Govt #n140897	12.61	101-160-1601-6353	Replace shorted cradlepoint power cable FD ladder
10/27/2021	Amzn Mktp US G87h8683	248.75	101-160-1601-6353	Receipt printer for parks, old ones unsupported on activenet
11/01/2021	Ebay O 02-07811-56153	249.00	101-160-1601-6353	3 of 4 Epson receipt printers for new parks payment system
11/02/2021	Walmart.Com Aa	275.00	101-160-1601-6353	4 of 4 Epson receipt printers for new parks payment system
10/29/2021	Emilys Bakery And Deli	25.95	101-201-2010-6217	Cake for going departing employee
11/17/2021	Barron County Waste To	100.00	101-201-2010-6311	Evidence Burn - Barron County, WI
10/28/2021	Uline Ship Supplies	288.02	101-201-2010-6311	Boxes and packaging for Evidence Room
11/20/2021	Vzwrlss My Vz Vb P	748.94	101-201-2010-6321	Verizon Air cards
11/10/2021	Usps Po 2642300046	7.38	101-201-2010-6322	Postage for certified mail - 20-000090
11/22/2021	Marie Ridgeway Licsw,	25.00	101-201-2010-6323	Training - Wilske - Agency Wellness for Public Safety Administrators
11/02/2021	Bca Training Education	75.00	101-201-2010-6323	I used my card to pay for Officer Weid's BCA DMT recertification class.
11/04/2021	Courtyard St. Cloud	638.58	101-201-2010-6323	Hotel for Mn Chiefs of Police - Wilske
11/04/2021	Courtyard St. Cloud	652.11	101-201-2010-6323	MN Chiefs Conference - Cmdr. Schowalter's room
11/04/2021	Courtyard St. Cloud	666.96	101-201-2010-6323	MN Chiefs Conference - Chief Schaffer room
11/03/2021	Secretary Of State	120.00	101-201-2010-6433	Notary Renewal Fee - Belisle
10/22/2021	Ebay O 12-07763-70457	29.53	101-201-2010-6450	personal- purchased in error
11/04/2021	Wm Supercenter #1472	32.01	101-201-2019-6230	Weapon light batteries
11/14/2021	Petsmart #3221	91.26	101-201-2219-6231	nov 2021 dog food from pets smart
11/20/2021	Vzwrlss My Vz Vb P	145.04	101-230-2301-2015	Verizon Air cards
11/08/2021	Department Of Labor An	2,724.97	101-230-2301-2015	Bldg Permit Surcharge
11/01/2021	Iapmo	85.00	101-230-2301-6323	Iapmo Code material
11/03/2021	Iapmo	187.47	101-230-2301-6323	plumbing code books
11/05/2021	Els 2018 Ibc Apartment	250.00	101-230-2301-6323	2021 Fall seminar 10K
11/08/2021	Wild Graphix	70.00	101-230-2301-6354	Vinyl decals for NEW pickup
11/01/2021	Amazon.Com 424h5o83 A	72.94	101-230-2301-6354	This belongs to GL code 703-600-6006-6540 I do not have access to this code
11/12/2021	Got Brakes	122.87	101-230-2301-6354	BST 2 oil change-service
10/29/2021	Amzn Mktp US I50y1t13	478.88	101-230-2301-6354	This belongs to GL code 703-600-6006-6540 I do not have access to this code
11/16/2021	Npa Natl Fire Protect	9.99	101-230-2301-6433	Monthly NFPA
10/29/2021	U Of M Bkstrs Website	63.01	101-230-2301-6433	manual
11/09/2021	Amzn Mktp US Ne45b34b3	44.96	101-240-2020-6450	saw fall wellness challenge incentives
11/08/2021	Dakota Pines Golf Club	700.00	101-240-2020-6450	SAW day lunch
11/20/2021	Vzwrlss My Vz Vb P	35.01	101-300-3100-6323	Verizon Air cards
11/23/2021	American Public Works	100.00	101-300-3100-6323	Principles of Public Works Class with Ryan
10/28/2021	U Of M Contleaming	120.00	101-300-3100-6323	EC Certification - Construction Site Manager
11/19/2021	Amzn Mktp US S744d5893	23.39	101-301-3200-6353	Blades
11/20/2021	Amzn Mktp US 8719t1bt3	27.01	101-301-3200-6353	Blades
11/17/2021	Rock Auto	639.78	101-301-3200-6353	Catalytic Converter
11/03/2021	Tennis Sanitation Lic	139.33	101-401-5001-6311	Recycle/garbage
11/23/2021	Wal-Mart #1472	95.22	200-401-4440-6214	candy cane hunt supplies
11/24/2021	Amzn Mktp US Z31x6a03	125.99	200-401-4440-6214	party wagon supplies
11/18/2021	Menards Cottage Grove	380.25	200-401-4440-6240	tools
11/20/2021	Vzwrlss My Vz Vb P	75.02	200-401-4440-6321	Verizon Air cards
11/09/2021	Airport Limousine Serv	207.00	200-401-4440-6323	airport transfer for paige in WV for event management classes
11/02/2021	Delta 00624826843863	248.80	200-401-4440-6323	flight for paiges event management school
11/02/2021	Oglebay Resrt Online	1,008.30	200-401-4440-6323	event management school tuition and boarding for paige
11/23/2021	Wal-Mart #1472	54.52	200-401-4440-6356	bins for parks supplies
11/17/2021	Dunkin #556942	53.59	200-401-4460-6450	youth impact council meeting food
10/28/2021	Wal-Mart #1472	135.32	200-401-4460-6494	supplies for community halloween party
10/29/2021	Green Mill Restaurant	281.49	200-401-4460-6494	pizza for youth impact council volunteers for community halloween party
10/29/2021	Pizza Hut 039341	282.13	200-401-4460-6494	Pizza for Community Halloween Party
10/29/2021	Pizza Hut 039341	282.13	200-401-4460-6494	Pizza for Community Halloween Party
11/22/2021	Amzn Mktp US Ha9j0jc3	28.86	213-210-2100-6211	Station cleaning supplies
11/24/2021	Amazon.Com Ts2tz9h83 A	323.91	213-210-2100-6211	Station cleaning supplies
11/12/2021	Kwik Trip 24900002493	26.05	213-210-2100-6212	Fuel for small engines
11/20/2021	Vzwrlss My Vz Vb P	420.12	213-210-2100-6321	Verizon Air cards
11/04/2021	Usps Po 2642300046	7.38	213-210-2100-6322	Postage for mailing certified return receipt letter.
11/14/2021	Uber Trip	7.18	213-210-2100-6323	Uber charge during conference
11/10/2021	Uber Trip	7.79	213-210-2100-6323	Uber charge at conference
11/14/2021	Uber Trip	35.94	213-210-2100-6323	Uber charge during conference
11/10/2021	Uber Trip	38.99	213-210-2100-6323	Uber charge during conference
10/28/2021	Intl Assoc Of Fire Ch	530.00	213-210-2100-6323	IAFC Conference Registration Fee
10/29/2021	Suncntry Ebk2vk	770.80	213-210-2100-6323	Airfare for IAFC conference
11/14/2021	Holiday Inn & Suites	1,159.38	213-210-2100-6323	Lodging for conference
10/28/2021	Intl Assoc Of Fire Ch	240.00	213-210-2100-6433	IAFC Membership Fee
11/14/2021	J2 Efax Corporate Svc	89.95	213-220-2200-6433	Usage fee for faxing EMS reports to receiving hospitals.
11/25/2021	National Registry Emt	375.00	213-220-2200-6433	Recertification for EMT's and Paramedics
10/22/2021	Ebay O 12-07763-70457	-29.53	221-201-2021-6450	Used Credit Card in error. Reimbursed the city on 11/16/2021 Check #9708.
10/22/2021	Ebay O 12-07763-70457	-29.53	221-201-2021-6450	Credit Card used in error. Reimbursed the city on 11/16/2021 Check #9708
11/10/2021	Economic Development A	20.00	407-180-1502-6323	Economic Dev Assoc of MN Seminar - Hinzman and Maass
11/12/2021	In Schlomkas Portabl	498.00	407-180-1502-6323	COVID - Downtown Portable Toilet and Handwash
10/29/2021	At-A-Glance Us	37.56	600-300-3300-6217	Monthly Planner / Calendar
11/20/2021	Vzwrlss My Vz Vb P	35.01	600-300-3300-6321	Verizon Air cards
11/20/2021	Vzwrlss My Vz Vb P	215.06	600-300-3300-6321	Verizon Air cards
11/16/2021	Amazon.Com Od4vp68v3 A	50.28	600-300-3300-6357	Trash bags
11/19/2021	Howies Hockey Inc	-37.50	615-401-4103-6210	Credit for return
11/18/2021	Howies Hockey Inc	390.86	615-401-4103-6210	Pro shop supplies
11/23/2021	Supplyhouse.Com	492.60	615-401-4103-6350	Parts for HS locker room water heater
11/15/2021	Ss/Smc	49.60	615-401-4103-6353	Scrubber Parts

20,233.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATION	GENERAL	GRAPHIC DESIGN	FACT SHEETS	87.10
			HWY 316 REOPENING BOARDS	133.00
			TOTAL:	222.00
CITY CLERK	GENERAL	GRAPHIC DESIGN	WINTER RIVERTOWN NEWSLETTE	3,447.32
			TOTAL:	3,447.32
LEGAL	GENERAL	RATWIK, ROSZAK & MALONEY, P.A. LEVANDER, GILLEN & MILLER, P.A.	NOV 21 LEGAL SERVICES	210.60
			LEGAL FEES	2,250.00
			LEGAL FEES	15.00
			LEGAL FEES	360.00
			LEGAL FEES	633.00
TOTAL:	3,468.60			
FACILITY MANAGEMENT	GENERAL	MILLER DUNWIDDIE ARCHITECTURE, INC DALCO ELECTRO WATCHMAN, INC TERRYS HARDWARE, INC.	OCT SVC-CH ARCH/MECH PREDE	8,274.95
			NOV SVC-CH ARCH/MECH PREDE	433.49
			FM	1,188.28
			CH	12,209.84
			CH	161.67
			PD	9,891.96
			PD	320.00
			CH	1.44
			TOTAL:	32,481.63
			I.T.	GENERAL
HOKSTAD BUSINESS CARDS	81.00			
TOTAL:	331.00			
POLICE	GENERAL	DAKOTA COMMUNICATIONS CENTER DAKOTA COUNTY TREASURER-AUDITOR DAKOTA COUNTY FINANCIAL SERVICES ENTERPRISE FM TRUST NORTHWESTERN UNIVERSITY	DCC FEE 2022 JAN	27,794.00
			NOV 21 RADIO FEES	1,703.09
			NOV 21 FLEET MAINTENANCE	1,483.97
			ENTERPRISE FM TRUST	322.24
			ENTERPRISE FM TRUST	305.11
			ENTERPRISE FM TRUST	295.83
			ENTERPRISE FM TRUST	421.30
			ENTERPRISE FM TRUST	371.51
			ENTERPRISE FM TRUST	442.97
			STAFF AND COMMAND GRADUATI	72.00
TOTAL:	33,212.02			
SAFETY	GENERAL	TAPROOT LLC / THE ONION GRILLE	LUNCHEON FOR CHRISTMAS PAR	1,112.39
TOTAL:	1,112.39			
PUBLIC WORKS STREETS	GENERAL	CUSTOM SAWDUST LLC	JAN 2022 BLDG RENTAL	3,650.00
TOTAL:	3,650.00			
PUBLIC WORKS STR. LIGH	GENERAL	MN DEPT OF TRANSPORTATION	TRAFFIC SIGNAL, PARTS	3,867.45
TOTAL:	3,867.45			
PARKS & RECREATION	GENERAL	GERLACH OUTDOOR POWER EQUIP	CHAIN	58.41
TOTAL:	58.41			
NON-DEPARTMENTAL	PARKS	MANSFIELD OIL COMPANY	743 GALS DIESEL	2,062.80
			91 GALS DIESEL	274.78
			681 GALS GAS	1,891.84
			TOTAL:	4,229.42

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	JMF FIRST AID SUPPLIES	9,112.00		
		AA AUTO TECHNICIANS, INC.	TIRE REPAIRS TRUCK	105.00		
		MIDWEST ELECTRICAL CONSTRUCTION	LEVEE LIGHTS REPAIR	735.00		
			REMOVE LIONS LIGHT	210.00		
		BAUER BUILT INC	WINTER SKID TIRES	522.21		
		HOMETOWN ACE HARDWARE	LOCKS	39.03		
			GARDEN HOSE	37.19		
			SMALL TOOLS	53.91		
		ENTERPRISE FM TRUST	ENTERPRISE FM TRUST	456.05		
		G.L. BERG ENTERTAINMENT	SHERLOCK - PERFORMANCE IN	1,250.00		
			DUELLY - MUSIC IN PARK	1,500.00		
			THE BUBBLER - SUMMER KICK	750.00		
			DIVAS - MUSIC IN PARK	1,500.00		
		NAPA AUTO PARTS	ANTI-FREEZE	17.98		
			BLADES / WASHER FLUID	28.89		
		DALCO	TP AND PAPER TOWELS	544.72		
		NIEBUR TRACTOR & EQUIPMENT, INC.	BACK PACK BLOWER	659.99		
		LINDE GAS & EQUIPMENT INC.	AIR & ACETYLENE TANKS	202.15		
		PRECISION LANDSCAPING & CONSTRUCTION	61 MEDIAN MAINT	5,250.00		
			WINTER POTS DOWNTOWN	5,460.00		
			HANGING BASKETS MAINT	7,020.00		
		TERRYS HARDWARE, INC.	MISC SUPPLIES	41.56		
			NAIL GUN	275.37		
			GLUE	7.94		
			BRUSH	11.58		
			TOTAL:	26,774.09		
		FIRE	FIRE & AMBULANCE	DAKOTA COMMUNICATIONS CENTER	DCC FEE 2022 JAN	13,897.00
				DAKOTA COUNTY TREASURER-AUDITOR	NOV 21 RADIO FEES	1,213.16
ROYAL TIRE INC.	UTILITY 1 TIRES			575.32		
CUMMINS SALES & SERVICE	ENGINE 4 REPAIR			4,200.16		
HEALTH STRATEGIES	ERICKSON PHYSICAL			394.00		
ASPEN MILLS	PINS FOR UNIFORMS			489.90		
CARLSON AUTO TRUCK INC.	UTILITY 1 REPAIR			49.07		
DIVERSIFIED INSPECTIONS/ITL TESTING LA	GROUND LADDER SAFETY INSPE			855.16		
TERRYS HARDWARE, INC.	BLADE SHARPENING			8.70		
	TOTAL:			21,682.47		
AMBULANCE	FIRE & AMBULANCE	McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	82.69		
		TELEFLEX LLC	MEDICAL SUPPLIES	562.50		
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	474.46		
			MEDICAL SUPPLIES	115.76		
			MEDICAL SUPPLIES	569.50		
		MISCELLANEOUS V RICHARD HERRMANN	RICHARD HERRMANN: AMB RFD	225.00		
		LINDE GAS & EQUIPMENT INC.	OXYGEN	160.07		
		ZOLL MEDICAL CORP	MEDICAL SUPPLIES	178.92		
	TOTAL:	2,368.90				
LEDUC	LEDUC HISTORIC EST	TERRYS HARDWARE, INC.	SOFTNER SALT	12.74		
			TOTAL:	12.74		
ECONOMIC DEVELOPMENT	HEDRA	LEVANDER, GILLEN & MILLER, P.A.	LEGAL FEES	427.50		
			LEGAL FEES	1,740.50		
			LEGAL FEES	165.00		
			LEGAL FEES	171.00		
			LEGAL FEES	642.00		

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ANDERSON ENGINEERING OF MN LLC	410-412 VERMILLION ST SURV	6,487.10
		DAKOTA COUNTY ABSTRACT	RIVER CITY INVESTMENTS	775.00
			TOTAL:	10,409.00
NON-DEPARTMENTAL	WATER	MISCELLANEOUS V DEITZ, ERIK	01-309000-03	25.44
		WAGNER, CYNTHIA L	03-168000-01	25.83
		ROTHER, ROGER	10-106000-02	77.55
		SADOWSKI, MIKE	10-378000-02	143.31
		CHRISTIANSON, ZACHAR	10-429000-03	150.00
		GUILD, JOHN/JENNIFER	14-122000-05	6.03
		ALLEN, JOHN/BARBARA	16-219000-02	12.87
			TOTAL:	441.03
PUBLIC WORKS	WATER	CORE & MAIN LP	MAIN VLV RBR URETHANE	379.96
		ADVANCED ENGINEERING & ENVIRONMENTAL S	AWIA RRA/ ERP	426.50
		LEVANDER, GILLEN & MILLER, P.A.	LEGAL FEES	585.00
		ANDERSEN, EARL F.	FLAGS	148.45
		MN DEPARTMENT OF HEALTH	MCNAMARA - WATER LICENSE	23.00
			TOTAL:	1,562.91
PARKS & RECREATION	ARENA	USS MN V MT LLC	SUNSCRIPTION - SOLAR GARDE	4,213.09
		GOLD MEDAL PRODUCTS CO.	CONCESSION SUPPLIES	144.75
		DALCO	CLEANING SUPPLIES	135.50
		HILLYARD INC	CLEANING SUPPLIES	180.94
		R & R SPECIALTIES, INC.	BLADE SHARPENING	110.00
		SYSCO, MINNESOTA	CONCESSION SUPPLIES	1,003.16
		TERRYS HARDWARE, INC.	CONCESSION ITEMS	14.26
			TOTAL:	5,801.70
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	LEVANDER, GILLEN & MILLER, P.A.	LEGAL FEES	225.50
			LEGAL FEES	1,050.50
			TOTAL:	1,276.00

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

101	GENERAL	81,850.82
200	PARKS	31,003.51
213	FIRE & AMBULANCE	24,051.37
220	LEDUC HISTORIC ESTATE	12.74
407	HEDRA	10,409.00
600	WATER	2,003.94
615	ARENA	5,801.70
807	ESCROW - DEV/ENG/TIF-HRA	1,276.00

	GRAND TOTAL:	156,409.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	2,227.12
			JAN 2022 DENTAL PREMIUM	172.44
		HASTINGS AREA CHAMBER/COM	NOV 21 LODGING TAX	3,618.99
			TOTAL:	6,015.35
		COUNCIL & MAYOR	GENERAL	CENTURY LINK
TOTAL:	8.06			
ADMINISTRATION	GENERAL	CENTURY LINK	PHONES	167.26
			TOTAL:	167.26
CITY CLERK	GENERAL	CENTURY LINK	PHONES	24.18
			VITAL WORKLIFE	2022 EAP SERVICES
		TOTAL:	3,218.58	
FINANCE	GENERAL	CENTURY LINK	PHONES	64.48
			TOTAL:	64.48
FACILITY MANAGEMENT	GENERAL	CENTURY LINK	PHONES	110.84
			RECYCLE TECHNOLOGIES INC	FM
		DALCO	FM	124.44
			TOTAL:	504.51
COMMUNITY DEVELOPMENT	GENERAL	CENTURY LINK	PHONES	24.18
			TOTAL:	24.18
I.T.	GENERAL	COMCAST	8772 10 574 0250374 CABLE	84.90
		CENTURY LINK	PHONES	24.18
		CENTURY LINK	#612-E10-0514-020 911	88.68
		DAKOTA COUNTY FINANCIAL SERVICES	DBB 4TH Q FEES	3,882.35
		TOTAL:	4,080.11	
POLICE	GENERAL	CENTURY LINK	PHONES	184.39
			SHRED RIGHT	SHREDDING
		TROPHIES PLUS	RETIREMENT PLAQUE - PEDERS	52.00
		BLAKE NOSAL	NOSAL - BOOTS	159.99
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2021 FUEL	3,059.11
			TOTAL:	3,470.49
BUILDING & INSPECTIONS	GENERAL	CENTURY LINK	PHONES	40.30
			PHONES	8.06
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2021 FUEL	199.69
			TOTAL:	248.05
PUBLIC WORKS	GENERAL	CENTURY LINK	PHONES	40.30
			FOCUS ENGINEERING, INC.	DEC 2021 TH 316 STUDY
		FOCUS ENGINEERING, INC.	DEC 2021 CSAH 46 STUDY	406.80
			DEC PROFESSIONAL SERVICES	4,474.80
			DEC 2021 TH 316 STUDY	139.84
TOTAL:	5,557.53			
PUBLIC WORKS STREETS	GENERAL	CENTURY LINK	PHONES	137.52
			FOCUS ENGINEERING, INC.	DEC 2021 TH 316 STUDY
		FOCUS ENGINEERING, INC.	DEC 2021 CSAH 46 STUDY	180.80
			DEC PROFESSIONAL SERVICES	1,988.80
			DEC 2021 TH 316 STUDY	62.15

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PW COLD STORAGE BUILDING	1,327.15
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2021 FUEL	3,575.25
			TOTAL:	7,492.62
PUBLIC WORKS STR. LIGH	GENERAL	CENTURY LINK	LEVEE PARK BROADBANK	142.91
			TOTAL:	142.91
PARKS & RECREATION	GENERAL	CERTIFIED RECYCLING LLC	MATTRESS DONATION DRIVE	490.00
		RAINBOW TREE CO.	EAB KILLER	2,337.00
			TOTAL:	2,827.00
NON-DEPARTMENTAL	PARKS	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	578.43
			TOTAL:	578.43
PARKS & RECREATION	PARKS	SCHLOMKA'S PORTABLE RESTROOMS & MOBILE	DOG PARK SERVICE NOV 21	339.00
		CONCRETE & COATINGS, LLC	LEVEE BATHROOMS	1,500.00
		CENTURY LINK	PHONES	222.68
		HOMETOWN ACE HARDWARE	PROPANE	51.12
			PEST CONTROL SUPPLIES	42.92
		NAPA AUTO PARTS	REDUCER FOR RTV	19.15
			WIPER BLADES FOR FORD	28.39
		GERLACH OUTDOOR POWER EQUIP	LIGHT AND CLIPS FOR 04 CHE	15.14
		NINE EAGLES PROMOTIONS	SALT SPREADER	863.99
			LUCAS - CLOTHES	66.00
			MEIER CLOTHES	220.00
			TOTAL:	3,368.39
PARKS & RECREATION	AQUATIC CENTER	CENTURY LINK	PHONES	159.20
			TOTAL:	159.20
NON-DEPARTMENTAL	CABLE TV	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	17.68
			TOTAL:	17.68
HERITAGE PRESERVATION	HERITAGE PRESERVAT	CENTURY LINK	PHONES	8.06
			TOTAL:	8.06
NON-DEPARTMENTAL	FIRE & AMBULANCE	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	837.09
			TOTAL:	837.09
FIRE	FIRE & AMBULANCE	CHAD JENSEN	JENSEN - BOOTS	200.00
		LEXIPOL, LLC	FIRE POLICY MANUAL	5,963.72
		MN STATE FIRE DEPT. ASSOC.	2022 DUES	495.00
		CENTURY LINK	PHONES	398.02
		EMERGENCY SERVICE MARKETING CORP, INC.	SUBSCRIPTION RENEWAL	810.00
		GRACE HOLM	WC PAYMENT	992.80
		ANCOM COMMUNICATIONS INC.	2ND HALF PAY ON ALERT SYST	14,000.00
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2021 FUEL	823.38
		EMERGENCY APPARATUS MAINT	ENGINE 2 REPAIR	1,306.57
			RESCUE 2 REPAIR	700.40
		NATL FIRE PROTECTION ASN	2022 DUES	175.00
			TOTAL:	25,864.89
AMBULANCE	FIRE & AMBULANCE	O'REILLY AUTOMOTIVE	MEDIC 2 BATTERY	252.12
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	304.74
			MEDICAL SUPPLIES	1,508.85
		MISCELLANEOUS V BRIAN GLENNIE	BRIAN GLENNIE : AMB REFUND	1,362.20

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DANIELLE MCCOY HARPER	DANIELLE MCCOY HARPER: REF	1,110.00
		CYNTHIA MANOVICH	CYNTHIA MANOVICH : AMB REF	290.00
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2021 FUEL	1,998.51
		MN AMBULANCE ASSOCIATION	2022 DUES	2,618.50
		LINDE GAS & EQUIPMENT INC.	OXYGEN	268.98
			OXYGEN	189.99
		ZOLL MEDICAL CORP	SERVICE PLAN 1 YEAR	5,130.00
			TOTAL:	13,933.89
NON-DEPARTMENTAL	LEDUC HISTORIC EST	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	6.54
			TOTAL:	6.54
LEDUC	LEDUC HISTORIC EST	GILBERT MECHANICAL CONTRACTORS, INC.	LD	5,230.02
			TOTAL:	5,230.02
NON-DEPARTMENTAL	HEDRA	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	133.37
			TOTAL:	133.37
PUBLIC WORKS	2021 IMPROVEMENTS	FOCUS ENGINEERING, INC.	2021-1 NEIGHBORHOOD INFRAS	226.00
			2021-2 SEWER LINING PROGRA	169.50
			TOTAL:	395.50
PUBLIC WORKS	2022 IMPROVEMENTS	FOCUS ENGINEERING, INC.	2022-1 NEIGHBORHOOD INFRAS	1,610.25
			TOTAL:	1,610.25
NON-DEPARTMENTAL	WATER	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	146.85
			TOTAL:	146.85
PUBLIC WORKS	WATER	GILBERT MECHANICAL CONTRACTORS, INC.	PW	1,369.65
			PW	1,747.74
		CENTURY LINK	PHONES	129.46
		FOCUS ENGINEERING, INC.	DEC 2021 TH 316 STUDY	165.26
			DEC 2021 CSAH 46 STUDY	135.60
			DEC PROFESSIONAL SERVICES	1,491.60
			DEC 2021 TH 316 STUDY	46.61
			4TH ST WATER TOWER RECONDI	1,045.25
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2021 FUEL	698.34
			TOTAL:	6,829.51
NON-DEPARTMENTAL	WASTEWATER	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	105.59
			TOTAL:	105.59
PUBLIC WORKS	WASTEWATER	FOCUS ENGINEERING, INC.	DEC 2021 TH 316 STUDY	165.26
			DEC 2021 CSAH 46 STUDY	135.60
			DEC PROFESSIONAL SERVICES	1,491.60
			DEC 2021 TH 316 STUDY	46.61
			MET COUNCIL WWIP	819.25
			TOTAL:	2,658.32
NON-DEPARTMENTAL	STORM WATER UTILIT	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	151.43
			TOTAL:	151.43
PUBLIC WORKS	STORM WATER UTILIT	FOCUS ENGINEERING, INC.	DEC 2021 TH 316 STUDY	55.09
			DEC 2021 CSAH 46 STUDY	45.20
			DEC PROFESSIONAL SERVICES	497.20
			DEC 2021 TH 316 STUDY	15.54

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	<u>61,113.13</u>
NON-DEPARTMENTAL	ARENA	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	<u>204.13</u>
			TOTAL:	204.13
PARKS & RECREATION	ARENA	WATSON COMPANY	CONCESSION SUPPLIES	719.70
		MIDWEST ELECTRICAL CONSTRUCTION	ZAMBONI BATTERY CHARGER	640.00
		HUEBSCH LAUNDRY CO.	ENTRY RUG SERVICE	35.28
		CENTURY LINK	PHONES	71.54
		GOLD MEDAL PRODUCTS CO.	CONCESSION SUPPLIES	201.29
		DALCO	FLOOR SWEEPER	824.32
		SYSCO, MINNESOTA	CONCESSION SUPPLIES	<u>744.51</u>
			TOTAL:	3,236.64
NON-DEPARTMENTAL	HYDRO ELECTRIC	DELTA DENTAL OF MINNESOTA	JAN 2022 DENTAL PREMIUM	<u>15.36</u>
			TOTAL:	15.36
MISCELLANEOUS	INSURANCE FUND	NORTH RISK PARTNERS LLC	2022 RENEWAL	<u>10,000.00</u>
			TOTAL:	10,000.00
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	FOCUS ENGINEERING, INC.	HERITAGE RIDGE 2ND ADDITIO	169.50
			VERMILLION ACRES	480.25
			WALLIN 19TH ADDITION	367.25
			HERITAGE RIDGE 3RD ADDITIO	<u>113.00</u>
			TOTAL:	1,130.00

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

101	GENERAL	33,821.13
200	PARKS	3,946.82
201	AQUATIC CENTER	159.20
205	CABLE TV	17.68
210	HERITAGE PRESERVATION	8.06
213	FIRE & AMBULANCE	40,635.87
220	LEDUC HISTORIC ESTATE	5,236.56
407	HEDRA	133.37
481	2021 IMPROVEMENTS	395.50
482	2022 IMPROVEMENTS	1,610.25
600	WATER	6,976.36
601	WASTEWATER	2,763.91
603	STORM WATER UTILITY	764.46
615	ARENA	3,440.77
620	HYDRO ELECTRIC	15.36
705	INSURANCE FUND	10,000.00
807	ESCROW - DEV/ENG/TIF-HRA	1,130.00

GRAND TOTAL:		111,055.30

CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA

RESOLUTION 01- -22

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

WHEREAS, Saros, Hagen and Seleskie has presented to the City Parks & Recreation Department a donation of \$400.00 and has designated that this donation be used for a memorial tree in a City Park or on a City Trail; and

WHEREAS, the City Council is appreciative of the donation and commends the Saros, Hagen and Seleskie families for their civic efforts,

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

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

Adopted this 3rd day of January 2022

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: December 20, 2021

Item: Access Agreement for Business Associate Between Expert T Billing and EpicCare Link

Council Action Requested:

Approve the attached agreement for professional service with EpicCare Link System for business associate acting on behalf of external care provider.

Background Information:

Our outside billing office, Expert T Billing, approached us to establish an agreement with EpicCare Link to aid in their obtaining updated ambulance patient home addresses and/or health insurance information. By Expert T Billing utilizing this EpicCare Link program, it enables them to determine the much-needed updated information for mailing purposes as well as submitting to insurance companies in a timelier manner. The billing specialist, with Expert T Billing, will have a user ID and password specifically used for City of Hastings ambulance patients and will be conducted on a secure computer. There is no cost associated with this agreement for either the City of Hastings or Expert T Billing.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Agreement for EpicCare Link System

**EPICARE LINK SYSTEM ACCESS AGREEMENT
FOR BUSINESS ASSOCIATE ACTING ON BEHALF OF
EXTERNAL CARE PROVIDER**

THIS AGREEMENT (the “Agreement”) is made effective as of November 24, 2021 (“Effective Date”), by and among HealthPartners, Inc., a Minnesota non-profit corporation, with its principal place of business at 8170 33rd Ave So., Bloomington, MN (“HealthPartners”), and City of Hastings, a Minnesota Municipality Corporation, with its principal place of business at 115 W. 5th Street, Hastings, MN 55033 (“Provider”), and Expert T. Billing, a billing company, with its principal place of business at 216 Myrtle Street W. #231, Stillwater, MN 55082 (“Contractor”) (collectively, the “Parties” or separately, a “Party”).

BACKGROUND

- A. HealthPartners’ Epic electronic health record system (the “EHR”) is used to create and maintain certain records of HealthPartners health care services and other patient information (the “EHR Records”).
- B. HealthPartners and Provider serve patients in the same community, and many patients are patients of both HealthPartners and Provider.
- C. Contractor is a “Business Associate” of Provider, as that term is defined at 45 C.F.R. 160.103, providing payment or healthcare operations related services to Provider.
- D. With the goal of improving the coordination of services related to these shared patients, HealthPartners will make available to Contractor limited access to the EHR, subject to the terms and conditions of this Agreement.

In consideration of the above and the following mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EHR Access

1.1 Grant and Scope of Access. Subject to the terms of and as limited by this Agreement, HealthPartners hereby grants Contractor non-transferable and non-exclusive access to the EHR to permit Authorized Users (as defined in Section 1.6) to electronically access and use the EHR solely for viewing EHR Records necessary for the purposes described in Schedule 1.1. Provider and Contractor represent and warrant that these purposes fall within the categories of payment and/or healthcare operations activities (as those terms are defined in HIPAA, at 45 C.F.R. Pts. 160 – 164), that these activities are within the scope of Provider’s Business Associate Agreement with Contractor. The permitted purposes are more specifically described in Schedule 1.1. Access, use or disclosure for any other purposes (including but not limited to research, fundraising, and marketing) are expressly prohibited. The scope of an Authorized User’s access to the EHR is limited to “read only” access (i.e., an Authorized User will be able to view and print, but not modify, EHR Records). Provider and Contractor are jointly and severally liable for ensuring that Authorized Users do not access the EHR for any purpose or in any manner not specifically authorized by this Agreement. No EHR access is granted to Provider under this Agreement.

- 1.1.1 Revocation of Prior Agreements. Except as expressly provided in this Agreement, as of the Effective Date, this Agreement supersedes and replaces any existing agreements (whether oral

or written) related to Contractor's access to, or the terms and conditions of Contractor's access to, the EHR with respect to its services on behalf of Provider.

1.2 No License Granted. HealthPartners licenses certain software products from Epic to maintain and operate the EHR. The grant of EHR access under this Agreement is limited by HealthPartners' underlying licensing agreement with Epic and does not grant and will not be construed as granting to Provider or Contractor a license for the use of any software products. This Agreement does not transfer to Provider or Contractor any title or ownership rights to EHR, EHR Records, or any rights in patents, copyrights, trademarks, or trade secrets encompassed in the EHR or any other HealthPartners system, software or data. Provider and Contractor agree that they will not and will not attempt to reverse engineer or otherwise obtain copies of the software programs contained in the EHR or other HealthPartners systems.

1.3 EpicCare Link; Manner of Access. HealthPartners, in its sole discretion, will determine the tools it will provide to Contractor for Contractor to access EHR Records, and will determine what EHR Record data is made available to Contractor.

1.4 System Requirements for Access. Contractor acknowledges and agrees that any hardware, software, network access or other system components necessary for Contractor to access and use the EHR will be procured, installed and maintained by Contractor at its sole expense.

1.5 Security Obligations. Contractor will implement safeguards that are reasonable and appropriate to prohibit and prevent Authorized Users from accessing, using, or disclosing EHR Records not specifically permitted by this Agreement. Contractor will also implement reasonable and appropriate administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the EHR Records. HealthPartners assumes no obligation to, but reserves the right to, audit Contractor's security practices relevant to this Agreement. Contractor and Provider agree to cooperate with HealthPartners' conduct of such audits and to promptly address any concerns reasonably identified by HealthPartners.

1.6 Authorized Users. It is the responsibility of Contractor to select and qualify one or more persons that Contractor wishes to be granted access to the EHR System and to use the EHR System on behalf of Contractor, in its role of Business Associate to Provider (once approved, the "Authorized Users"). All Authorized Users must be members of the Workforce of Contractor. "Workforce," as used herein, shall have the meaning set forth at 45 C.F.R. 160.103. Contractor's request that an individual be authorized as an Authorized User constitutes Contractor's representation that the individual is (a) a member of Contractor's Workforce (and not a business associate of Contractor) who (b) needs EHR access to perform assigned job functions for Contractor.

1.7 Security Request Process. Contractor will designate a Site Administrator. The Site Administrator will submit the requests to add Authorized Users to HealthPartners in writing on a form or by a process provided by HealthPartners. The Authorized Requester must promptly deactivate Authorized Users in the event of any change of circumstances requiring termination of an Authorized User's EHR access (for example, termination of employment, disqualification as an Authorized User, or change in job function). Furthermore, HealthPartners reserves the right to suspend or terminate the EHR access of any Authorized User at any time for any reason. Site Administrator will ensure that only appropriate persons are granted access to the EHR, will periodically audit the roster of Authorized Users to ensure that the terms of this Agreement are being met, and will promptly respond to all reasonable inquiries from HealthPartners.

1.8 Authentication. Contractor and each Authorized User are jointly responsible for keeping and maintaining the security of the passwords or other assigned authentication mechanisms. An Authorized User may

not share an assigned password with any other person, or use the assigned password of any other person, whether for one-time access or ongoing access. All Authorized Users will be required to execute a User Agreement.

1.9 Training. HealthPartners will provide one-time training in EHR functionality to Site Administrator (or other person mutually agreed by the Parties) who will then be responsible for training all other Authorized Users. Contractor will ensure that, prior to accessing the EHR, each Authorized User is trained, consistent with the HealthPartners training and with this Agreement, regarding Contractor's and Authorized User's obligations under this Agreement and applicable laws. Contractor will further ensure that ongoing training of Authorized Users is conducted, as needed. HealthPartners reserves the right to require Contractor to provide additional training that HealthPartners deems reasonably necessary and appropriate.

1.10 Policies and Procedures. Contractor will comply with all applicable provisions of HealthPartners' Information Services policies governing EHR access and use, including but not limited to policies governing password controls. HealthPartners will provide copies of these Information Services policies to Contractor.

1.11 Auditing and Monitoring by Contractor. Contractor must audit and monitor access to and usage of the EHR to the full extent required to satisfy its legal responsibilities (as a HIPAA Business Associate and otherwise), comply with this Agreement, and ensure that Authorized Users access, use, and disclose EHR Records only as authorized by this Agreement. HealthPartners assumes no obligation to audit or monitor Contractor behavior with respect to the EHR, but may require Contractor to follow a reasonable auditing and/or monitoring protocol if HealthPartners determines that it would be appropriate to address its obligations under HIPAA. In addition, HealthPartners reserves the right to independently monitor and audit Authorized Users' behavior and usage of the EHR and to immediately suspend an Authorized User's access to the EHR, if HealthPartners reasonably suspects or believes that Contractor or Authorized User has violated the terms of this Agreement or is otherwise the cause of harm or interference with HealthPartners' rights or property related to the EHR or the rights or property of others related to the EHR. Contractor and Provider will cooperate with HealthPartners in any additional monitoring or auditing deemed necessary by HealthPartners and conducted by HealthPartners or Contractor. Contractor and Provider will fully and promptly cooperate with HealthPartners in resolving any privacy or security issues identified by such monitoring or auditing.

1.12 Unauthorized Use or Disclosure; Complaints. Contractor and Provider will immediately notify HealthPartners in writing when either becomes aware of any of the following: (a) any Security Incident (as defined by HIPAA at 45 CFR Pts 160 - 164); (b) any actual or suspected unauthorized access, use or disclosure of EHR Records; or (c) any complaint from a patient or other person involving alleged inappropriate use, access or disclosure of EHR Records or other confidential information of HealthPartners. Each Party will cooperate with the others, as necessary and appropriate, to investigate any complaints, any actual or suspected unauthorized access, use or disclosure of the EHR Records, any Security Incident, or any actual or suspected violation of this Agreement. Contractor, in consultation with HealthPartners, will take prompt corrective action at Contractor's own expense to mitigate and cure any harmful effect that is known to Contractor of any unauthorized access, use, disclosure of EHR Records or any Security Incident related to the EHR that is caused by or attributable to Contractor or Authorized Users. Contractor shall reimburse HealthPartners for all reasonable costs incurred by HealthPartners in investigating an unauthorized use or disclosure or a complaint, and all reasonable costs incurred by HealthPartners to provide breach notifications or to mitigate or cure any harmful effects resulting from an unauthorized use or disclosure or a Security Incident. Contractor further agrees to reimburse HealthPartners for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure, Security Incident, or for delayed reporting. The provisions of this Section 1.12 will survive the termination of this Agreement.

Section 2. Additional Terms and Conditions

2.1 Disclaimer of Warranty; Limitation of Liability. HEALTHPARTNERS NEITHER MAKES, NOR WILL BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE DESIGN, CONDITION, QUALITY, CAPACITY, OR OTHER ASPECT OF ANY OF THE SERVICES PROVIDED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY DATA, SYSTEM, SOFTWARE, PERSONNEL, PROGRAMMING ASSISTANCE, OR CONSULTATION PROVIDED AS A PART OF SUCH SERVICES, OR WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. ALL SUCH WARRANTIES ARE HEREBY EXCLUDED. UNDER NO CIRCUMSTANCES WILL HEALTHPARTNERS BE LIABLE TO PROVIDER OR CONTRACTOR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR SAVINGS, LOST DATA, LOST BUSINESS, LOSS OF USE, OR LOST REVENUES) EVEN IF HEALTHPARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR KNEW OF OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, AND NOT WITHSTANDING THE FORM (E.G., CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST IT.

2.2 Clinical Practice. Provider assumes sole responsibility for all clinical decision-making and services provided by Provider, Contractor and Authorized Users arising from, related to or in connection with the access, use, or disclosure of EHR Records. Provider and Contractor agree to use the EHR only in accordance with applicable standards of good clinical practice, as applicable.

2.3 Assumption of Liability. Provider and Contractor will ensure that Authorized User access to the EHR Records is only for legitimate business purposes and as permitted this Agreement and applicable law. Provider and Contractor are jointly and severally liable for each Authorized User fully complying with this Agreement and applicable law. Provider and Contractor jointly and severally assume full responsibility and liability for actions or omissions related to the access to and use of the EHR by Contractor's Authorized Users or any other person Contractor permits (intentionally or unintentionally) to have access to the EHR, including but not limited to unauthorized access to, use of or disclosure of EHR Records that results from Contractor's or an Authorized User's failure to keep the assigned passwords secure.

2.4 Indemnification by Provider. Provider agrees to indemnify, defend, and hold harmless HealthPartners and its affiliates and their respective officers, directors, employees, agents, successors and assigns from any and all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of Contractor's use of the EHR, or Contractor's acts or omissions or willful misconduct under this Agreement, including but not limited to Contractor's impermissible access to, use or disclosure of EHR Records or other HealthPartners data, or the introduction of viruses or other harmful contaminant into the EHR or other HealthPartners system by virtue of Contractor's access.

2.5 Indemnification by Contractor. Contractor agrees to indemnify, defend, and hold harmless HealthPartners and its affiliates and their respective officers, directors, employees, agents, successors and assigns from any and all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of Contractor's use of the EHR, or Contractor's acts or omissions or willful misconduct under this Agreement, including but not limited to Contractor's impermissible access to, use or disclosure of EHR Records or other HealthPartners data, or the introduction of viruses or other harmful contaminant into the EHR or other HealthPartners system by virtue of Contractor's access.

2.6 Representations and Warranties of Contractor and Provider. Contractor represents and warrants that it will, at all times during the term of the Agreement ensure that each Authorized User complies with the terms and conditions of this Agreement, applicable law, and applicable HealthPartners, Provider, and Contractor policies and procedures as may be amended from time to time, and to ensure that no Authorized User takes any action that adversely affects or damages the EHR, EHR data or any other system or data file of HealthPartners. Contractor further represents and warrants that it has in place and will appropriately implement disciplinary measures and sanctions against Authorized Users known to have violated the terms of this Agreement, applicable law or applicable HealthPartners, Provider or Contractor policies or procedures, or to have taken any action adversely affecting or damaging the EHR, EHR data or any other system or data file of HealthPartners. Provider and Contractor each represents and warrants that it will at all times during the term of this Agreement have in place a qualified Privacy Officer and Security Officer, as required by HIPAA for covered entities, notwithstanding whether or not Contractor is a covered entity under HIPAA. Provider and Contractor will promptly notify HealthPartners of any change to the persons appointed to these positions.

2.7 Survival. This Section 2 will survive termination of this Agreement.

Section 3. Confidentiality.

3.1 Confidentiality of Patient Records; Consent. The Parties will protect the confidentiality and security of the EHR Records to the full extent required by applicable law. If HealthPartners determines it to be necessary, the Parties will cooperate to obtain the patient's consent, which may include, for example, Provider or Contractor obtaining the patient's written consent. If Provider or Contractor represents to HealthPartners that it has obtained a legally valid consent from the patient (or patient's authorized representative), the Parties agree that HealthPartners may rely on that representation but may also request a copy from Provider or Contractor.

3.2 Requests for EHR Records. If Provider or Contractor receives any request for copies of or access to EHR Records from any third party, including requests from patients, neither Provider nor Contractor will provide such copies or access but will promptly direct the requester to HealthPartners.

3.3 Other Confidential Information. During the course of the performance of this Agreement, the Parties may have access to or become acquainted with confidential information relating to each other's business, including, without limitation, patient lists, proprietary information, trade secrets and other intellectual property, non-public information, clinical, marketing, personnel and administrative policies, procedures, manuals and reports, and written agreements, including this Agreement. The Parties acknowledge and understand the importance of keeping such information, including the terms of this Agreement, confidential and agree never to use, except in performing their respective duties under this Agreement, or to disclose such information to any third party except as may be required by a court or administrative order or except, with respect to HealthPartners, to an entity that controls, is controlled by or is under common control with, directly or indirectly, HealthPartners. If disclosure is ordered by a court or administrative order, the Party subject to the order will immediately notify the other Party. Upon termination of this Agreement, each Party will immediately return to the other Party all records or other tangible documents that contain, embody or disclose, in whole or in part any confidential information.

3.4 Survival. This Section 3 will survive termination of this Agreement.

Section 4. Term and Termination.

4.1 Term. This Agreement will commence on the Effective Date and continue until terminated as provided below.

4.2 Termination. This Agreement may be terminated for any reason or no reason at any time by a Party, upon written notice to the other Parties. Notwithstanding the termination of this Agreement, the Parties will be required to perform under those provisions hereof which contemplate performance subsequent to termination. Termination of this Agreement will not affect any liabilities or obligations that exist prior to or occur by reason of such termination, including but not limited to liability for damages for breach of this Agreement.

Section 5. Miscellaneous.

5.1 Contact Persons. The Parties will use their best efforts to support an effective working relationship with each other as it relates to the terms and conditions of this Agreement and any other concerns that may arise between the Parties. Each Party will designate a primary contact person and certain additional contact persons for specific communications, as listed in Schedule 5.1 of this Agreement. The “Primary Contacts” listed in Schedule 5.1 will serve as the primary administrative contacts that the Parties will go through to address issues of concern that may arise between the Parties relating to matters addressed in this Agreement and will also serve as the backup contact to any of the other contacts listed in Schedule 5.1.

5.2 Assignment. Neither Provider nor Contractor may assign, delegate, or otherwise transfer any right or obligation under this Agreement without the prior written consent of HealthPartners. Any attempted assignment or transfer without HealthPartners’ consent is ineffective.

5.3 Amendment. The Agreement may be amended only by a writing signed by the Parties.

5.4 Governing Law, Jurisdiction and Venue. The Agreement will be governed by and interpreted under Minnesota law without regard to choice of law principles. Any lawsuit arising directly or indirectly out of the Agreement will be brought in a court of competent jurisdiction located in the State of Minnesota.

5.5 Non-Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

5.6 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto. The Agreement will be interpreted in a way that if any provision is held invalid, the rest of the Agreement will remain in full affect unless the invalid provision would materially alter a Party’s interests or materially affect its ability to perform under the Agreement.

5.7 Legal Notices. Except as otherwise provided, any notice or other communication provided for by this Agreement must be in writing and will be deemed given or delivered when personally delivered or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid and properly addressed, or by recognized overnight courier, next day delivery, charges prepaid, or if given by facsimile, upon evidence of transmission of facsimile, followed by registered or certified mail, addressed to the intended recipients as identified in the Legal Notices section of Schedule 5.1, or to such other person or address as may be designated by written notice by one Party to the other Parties given from time to time during the term of this Agreement.

5.8 Construction. Unless otherwise expressly provided, the word “including” does not limit the proceeding words or terms. Any reference to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations unless context requires otherwise. The section headings contained in the Agreement are for reference purposes only and

will not in any way affect the meaning or interpretation of the Agreement. The Agreement will be construed in accordance with the plain meaning of its terms, and no presumption or inference will be made against a Party responsible for drafting any provision.

5.9 Signatures and Counterparts. The Agreement may be executed by any form of signature authorized by law. Each counterpart will be deemed an original copy of the Agreement and, when taken together, will be deemed to constitute one and the same agreement.

5.10 Exhibits; Schedules. All exhibits, schedules and attachments, attached hereto, and HealthPartners Information Services policies, as each may be amended from time to time, shall be and hereby are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, HealthPartners, Provider and Contractor have each caused this Agreement to be executed in their respective names by their duly authorized representatives, as of the day and year first above written.

SIGNATURE PAGE FOLLOWS

HEALTHPARTNERS, INC.

[PROVIDER]

Signature

Signature

Kari Toft
Printed name

Printed name

V.P. IS & T Care Delivery
Title

Title

Date

Date

[CONTRACTOR]



Signature

Brian Brosdahl
Printed name

President
Title

12-27-21
Date

Schedule 1.1

Description of Permitted Purposes

*DRAFTER’S NOTES: Describe the **specific** purposes for which Contractor will be accessing the EHR. E.g., explain which categories of users at Contractor get access, what types of records will they access, which patients’ records will they access, and why? Describe the relationship between Provider and Contractor, as appropriate.*

All of these purposes must fall within the general categories of payment or healthcare operations, AND within the scope of Contractor’s Business Associate Agreement with Provider, AND must be either (1) permitted by state & federal law without patient consent; or (2) within the scope of HealthPartners standard patient consent form.

User Category	Type of Record	Which Patients	Purpose
Billing Staff	Patient Demographics and Insurance Information	Patients with a shared relationship with HealthPartners family of care and City of Hastings	To bill for ambulance services

**Schedule 5.1
Contact Persons**

As of the Effective Date, the contact persons for each Party are as follows:

	PROVIDER	CONTRACTOR	HEALTHPARTNERS
Primary Contact:	Name/Title: Penne Schuldt, Office Manager Address: City of Hastings Fire and Emergency Medical Services 115 W. 5 th St., Hastings, MN 55033 Phone: 651-480-6152 Email: pschuldt@hastingsmn.gov For all contacts except as noted below.	Name/Title: Kim Dralle, Billing Specialist Address: Expert T Billing 216 Myrtle Street W. #231, Stillwater, MN 55082 Phone: 651-463-3867 Email: kim@experttbilling.com For all contacts except as noted below.	Linda Beverson, Manager Health Information Management Regions Hospital Mailstop 11501E 640 Jackson St. St. Paul, MN 55101 651-254-3827 Linda.I.Beverson@HealthPartners.Com For all contacts except as noted below
Security Administration:		Site Administrator: Name/Title Address Phone Email	
Privacy Officer:	Name/Title Address Phone Email	Name/Title Address Phone Email	Tobi Tanzer, VP Integrity and Compliance HealthPartners MS 21110X PO Box 1309 Minneapolis, MN 55440-1309 Phone: 952.883.5195 Email: Tobi.X.Tanzer@HealthPartners.com Notify of any privacy incidents or complaints
Security Officer:	Name/Title Address Phone Email	Name/Title Address Phone Email	Dennis Zuzek SVP and CIO HealthPartners MS 21110A PO Box 1309 Minneapolis, MN 55440-1309 Phone: 952.883.7883 Email: Dennis.M.Zuzek@HealthPartners.com Notify of any security incidents
Legal Notices	Name/Title Address Phone	Name/Title Address Phone	Kari Toft VP Care Delivery Systems IS HealthPartners

	Email	Email	MS 21110G PO Box 1309 Minneapolis, MN 55440-1309 With a copy to: HealthPartners, Inc. Attn: General Counsel 8170 33rd Avenue South Bloomington, MN 55425
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Each Party will promptly communicate any changes to this contact information to the other Parties.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Kelly Murtaugh
Date: January 3, 2022
Item: One-Day Temporary Gambling Permit for Hastings Knights of Columbus Council 1600

Council Action Requested:

Approve the attached resolution allowing the one-day temporary gambling permit for the Hastings Knights of Columbus Council 1600.

Background Information:

Hastings Knights of Columbus submitted an application for a one-day temporary gambling permit to hold a fundraising raffle on April 23, 2022 at St. Elizabeth Ann Seton Catholic Church.

Financial Impact:

The associated fee has been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 01- -22
RESOLUTION APPROVING THE APPLICATION BY
THE HASTINGS KKNIGHTS OF COLUMBUS COUNCIL 1600 FOR A
TEMPORARY ONE-DAY GAMBLING PERMIT**

WHEREAS, the Hastings Knights of Columbus has presented an application to the City of Hastings for a one day temporary gambling permit on April 23, 2022 to be held at St. Elizabeth Ann Seton Catholic Church, 2035 West 15th Street, Hastings; and;

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

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

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

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

Ayes:
Nays:
Absent:

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Kelly Murtaugh
Date: January 3, 2022
Item: One-Day Temporary Gambling Permit for River City Rhythm

Council Action Requested:

Approve the attached resolution allowing the one-day temporary gambling permit for the Hastings Family Service.

Background Information:

River City Rhythm submitted an application for a one-day temporary gambling permit to hold a fundraising raffle on March 26, 2022 at the Hastings Middle School, 1000 11th Street West.

Financial Impact:

The associated fee has been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 01- -22
RESOLUTION APPROVING THE APPLICATION BY
RIVER CITY RHYTHM FOR A
TEMPORARY ONE-DAY GAMBLING PERMIT**

WHEREAS, River City Rhythm has presented an application to the City of Hastings for a one-day temporary gambling permit on March 26, 2022 to be held at the Hastings Middle School, 1000 11th Street West, Hastings; and;

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

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

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

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

Ayes:
Nays:
Absent:

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: January 3, 2022
Item: National Opioids Settlement

Council Action Requested:

Adopt resolution Authorizing Participation in National Opioids Settlement.

Background Information:

Minnesota has joined a broad multistate coalition in reaching nationwide settlements with the three largest opioid distributors – AmerisourceBergen, Cardinal Health, and McKesson – and opioid manufacturer Johnson & Johnson. The settlements resolve investigations and lawsuits against these companies for their role in the opioid crisis.

Minnesota will be eligible to receive more than \$296M over 18 years. Up to \$222M of that will be paid directly to Minnesota cities and counties (not including City of Hastings). The total amount of payments to Minnesota will be determined by the overall degree of participation by cities and counties. Hastings signing on to the settlement agreement will help Minnesota reach a “critical mass” of participation and receive a greater amount of the potential settlement.

We have filed with the national registration and the associated participation paperwork. The Attorney General’s Office has requested a City Council resolution authorizing the City’s participation in the settlement agreement.

Financial Impact:

Not applicable

Committee Discussion:

Not applicable

Attachments:

- Resolution: Authorizing Participation in National Opioids Settlement
- Minnesota Opioids Settlement Executive Summary
- Minnesota Opioids State-Subdivision Memorandum of Agreement

**City of Hastings
Dakota County, Minnesota**

**Resolution 01- -22
Authorizing Participation in National Opioids Settlement**

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, Minnesota’s share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements; and

WHEREAS, a Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements.

Now, therefore, be it resolved by the Hastings City Council that authorized Mayor is authorized to execute the Minnesota Opioids State-Subdivision Memorandum of Agreement, as well as the associated Distributor Subdivision Settlement Participation Form and Janssen Subdivision Settlement Participation Form.

Adopted this 3rd day of January, 2022.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



The Office of
Minnesota Attorney General Keith Ellison
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Minnesota Opioid Settlement Executive Summary

Minnesota has joined a broad multistate coalition in reaching nationwide settlements with the three largest opioid distributors – AmerisourceBergen, Cardinal Health, and McKesson – and opioid manufacturer Johnson & Johnson. The settlements resolve investigations and lawsuits against these companies for their role in the opioid crisis. If the settlements are fully adopted nationally, the distributors will pay \$21 billion over 18 years and Johnson & Johnson will pay \$5 billion over 10 years. Most states have already joined the settlements, but for the agreements to become effective, a critical mass of cities and counties must sign onto the settlements by January 2, 2022.

Settlement Structure

If a critical mass of subdivisions sign on and the settlements become effective:

- Minnesota will be eligible to receive more than \$296 million over 18 years. Up to \$222 million of that will be paid directly to Minnesota cities and counties. The total amount of payments to Minnesota will be determined by the overall degree of participation by cities and counties. The more cities and counties that join, the more money everyone in Minnesota will receive. Distribution within Minnesota will be determined by the state-subdivision agreement (see below).
 - Each state’s share of the funding was determined by agreement among the states using a formula that takes into account the impact of the crisis on the state—the number of overdose deaths, the number of residents with substance use disorder, and the number of opioids prescribed—and the population of the state.
- Payments will begin to flow to the state and cities and counties as soon as April 2022. The Johnson & Johnson settlement provides for payments to be accelerated if cities and counties sign on early.
- The vast majority of the settlement funds must be used to support any of a wide variety of strategies to fight the opioid crisis. The Attorney General’s Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds. The panel selected a comprehensive list of future opioid abatement and remediation programs that will benefit all regions of the state.
- In addition to the financial components, the settlements also require the companies to make changes in how opioids are distributed and sold. The companies will be subject to far more oversight and accountability throughout that process to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The distributors will be required to establish and fund a centralized, independent clearinghouse using detailed data analytics to keep close track of opioid distribution throughout the country and raise red flags for

suspicious orders. Johnson & Johnson will be prohibited from selling or promoting opioids for ten years.

Minnesota Framework

Minnesota has been preparing for these settlements and the opportunity they present to deliver substantial funding to needed abatement and remediation programs. In 2019, the Legislature passed the Opiate Epidemic Response bill, creating a special opioid abatement account and the Opioid Epidemic Response Advisory Council, which will oversee the spending of the state's share of settlement funds.

Additionally, a months-long partnership between the state and cities and counties has resulted in a state-subdivision agreement (or "Minnesota Memorandum of Agreement") that is designed to maximize the settlement funds coming to the State of Minnesota and get them to where they are needed most. The state-subdivision agreement details how the settlement money will be allocated within the state and also sets out a structure for the distribution of opioid abatement funds from pending bankruptcy plans with Purdue Pharma and Mallinckrodt. A copy of the state-subdivision agreement can be found on the Attorney General's website at www.ag.state.mn.us/opioids.

Pursuant to the state-subdivision agreement—and assuming maximum payments—approximately \$296 million in funds paid to Minnesota and its cities and counties from the Distributor and Johnson & Johnson settlements, as well as tens of millions of additional dollars from the Purdue Pharma and Mallinckrodt bankruptcies, will be allocated as follows:

- **Local Government Abatement Fund.** Seventy-five percent (75%) of the abatement funds will be paid directly to counties and certain municipalities that participate in the settlement. Local government funds will be directly allocated to all participating counties, and all participating municipalities that: (a) have populations of 30,000 or more, (b) have filed lawsuits against the settling defendants, or (c) have public health departments. To promote efficiency in the use of abatement funds and limit the administratively burdensome disbursements of amounts that are too small to add a meaningful abatement response, smaller, non-litigating municipalities will not receive a direct allocation of settlement funds. The allocation percentages for each county and municipality were determined by counsel for the subdivisions negotiating the national settlement agreements and were calculated using data reflect the impact of the opioid crisis on the subdivision. Tribal nations are conducting separate settlement negotiations with the opioid companies.
- **State Fund.** Twenty-five percent (25) of the abatement funds will be paid directly to the State. Pursuant to state law, these funds will go into the special opioid abatement account to be overseen and distributed by the Opioid Epidemic Response Advisory Council. Under current law, after certain appropriations are made, approximately 50% of the funds paid into the opioid abatement account are distributed to county social service agencies to

provide child protection services to children and families who are affected by addiction. The state-subdivision agreement anticipates a change to this law to allow counties to receive their share of the settlement funds directly. The agreement requires the state and subdivisions to work together to achieve this change in law during the 2022 legislative session, and includes a provision changing the allocation between state and local governments if the statutory change is not accomplished.

Some municipalities in Minnesota retained attorneys on a contingency fee basis to file lawsuits against the opioid companies. The national settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. The settlements require attorneys who recover from this fund to waive enforcement of their contingency fee agreements. The state-subdivision agreement includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are capped at 15%. Any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

Subdivision Participation

It is vital for subdivisions to join the settlements during the initial sign-on period, which ends January 2, 2022. First, very high levels of subdivision participation nationally are necessary for the companies to move forward with the settlements and for everyone to benefit from them. Second, cities or counties cannot receive any portion of the direct settlement funds if they do not sign on to the settlements. Third, in order to maximize the settlement payments that come to Minnesota, full joinder by certain categories of counties and cities is needed. Finally, joinder during the initial sign-on period maximizes the amount of funds available to an individual city or county.

Next Steps

Now: Cities and counties should have received a settlement notice with additional information about the sign on process, which begins by registering on the national settlement website: www.nationalopioidsettlement.com. Registering is a necessary step toward participation in the settlements. The notice each subdivision received by mail and email provides its unique subdivision registration code, which must be used to register. Registering does not mean that the subdivision has accepted the terms of the national settlement agreements or the state-subdivision agreement.

Next: Each subdivision, via its local legislative body, should adopt a resolution that authorizes a representative of the subdivision to execute Minnesota's state-subdivision agreement and *both* subdivision settlement participation forms (Distributors and Johnson & Johnson), which are required to join the settlements. Cities and counties can obtain model resolutions by contacting the Association of Minnesota Counties or the League of Minnesota Cities. The resolutions should be submitted to the subdivisions' legislative body (*i.e.*, county commission or city council) for approval.

By January 2, 2022: After the appropriate resolution is passed by each subdivision, the authorized representative should sign the Minnesota Memorandum of Agreement, the Distributor Agreement, and the Johnson & Johnson Agreement. The Distributor and Johnson & Johnson agreements can be signed electronically via DocuSign. Subdivisions should receive an email with a link to sign electronically upon registering at www.nationalopioidsettlement.com. Subdivisions are encouraged to sign onto the Minnesota Memorandum of Agreement and the settlement agreements as soon as possible to avoid scheduling challenges and to ensure that we meet the national subdivision participation threshold for the settlements to become effective.

Additional information about the settlements and how they are implemented in Minnesota can be found on the Attorney General's website: www.ag.state.mn.us/opioids. Subdivisions that are represented by an attorney with respect to opioid claims should consult with their attorney. Additionally, specific questions for the Attorney General's Office can be emailed to opioids@ag.state.mn.us, or left via voicemail at (612) 429-7126.

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

¹ It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

² More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. **Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. **Opioid Remediation Activities**

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
 3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General’s Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General’s Office, the Governor’s Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

VI. Backstop Fund

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By

order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

³ Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.⁴ The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
 - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
 - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this ___ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A**List of Opioid Remediation Uses**

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

⁵ Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

⁶ As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

⁷ Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B**Local Abatement Funds Allocation**

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: January 3, 2022
Item: 2022-2023 Police Sergeants Union Contract

Council Action Requested:

Approve the 2022-2023 union contract for Law Enforcement Labor Services Local #462 Sergeants Unit.

Background Information:

It is recommended that the Council act approving the 2022-2023 union contract for the Local #462 Police Sergeants Unit. The contract term is for January 1, 2022 – December 31, 2023.

Proposed changes include:

- 3.0% cost of living adjustment on January 1, 2022 and January 1, 2023.
- Shift differential increases to \$0.85 January 1, 2022 and to \$1.00 January 1, 2023.
- Renewal of Memorandum of Agreement for Sick Leave Severance Pay.
- Renewal of Memorandum of Understanding for Mandatory Physical Fitness Test
- Renewal of Memorandum of Understanding for the Mental Health Program.

All other provisions of the contract will remain unchanged.

Financial Impact:

Wage adjustments are included in the 2022 budget.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

2022-2023 Collective Bargaining Agreement, with MOUs

LABOR AGREEMENT

BETWEEN

CITY OF HASTINGS

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 462

SERGEANTS

JANUARY 1, 2022 THROUGH DECEMBER 31, 2023

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**LABOR AGREEMENT BETWEEN THE CITY OF HASTINGS
AND
LAW ENFORCEMENT LABOR SERVICES, INC
LOCAL NO. 462 POLICE SERGEANTS**

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2022 between the City of Hastings, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. Union, Local No. 462, 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 police 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 Minnesota Statutes, Section 179.71, Subdivision 3, for all police personnel in the following job classification:

POLICE SERGEANT

- 2.2 In the event the Employer and the Union are unable to agree to the inclusion 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 Law Enforcement Labor Services, Inc., Union Local No. 462.
- 3.2 **UNION MEMBER:** A member of the Law Enforcement Labor Services, Inc. Union, Local No.462.
- 3.3 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.4 **DEPARTMENT:** The City of Hastings Police Department.
- 3.5 **EMPLOYER:** The City of Hastings.
- 3.6 **CHIEF:** The Chief of the Hastings Police Department.
- 3.7 **UNION OFFICER:** Officer elected or appointed by the Law Enforcement Labor Services, Inc. Union, Local No. 462.
- 3.8 **OVERTIME:** Work performed at the express authorization of the Employer in excess of the employee’s scheduled shift.

- 3.9 **SCHEDULED SHIFT:** A consecutive hour work period including two (2) rest breaks and a lunch break.
- 3.10 **REST PERIODS:** Two (2) periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 **LUNCH BREAK:** A period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 **UNIFORM:** Those items actually worn on the body to protect the Officer from the elements such as, uniform shirts and pants, uniform headgear, authorized duty footwear; weather gear such as gloves, rainwear, rubber boots, physical training/exercise clothing and footwear. Such authorized protective equipment such as “personal body armor”.
- 3.13 **EQUIPMENT:** Those attachments, peripherals or items of convenience that are used in conjunction with the work clothing. Included would be duty weapon, leather goods (other than pants belt and footwear), radio accessories, badges, briefcases or other office type equipment.
- 3.14 **STRIKE:** Concerted action in failing to report for duty, the willful absence from one’s position, the stoppage of work, slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.15 **PROBATIONARY PERIOD:** Twelve (12) calendar months following date of hire.

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, slow-down 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 their work assignment without permission, or who abstains wholly or in part from the full performance of his 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 reemployed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, 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 terms 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, Subdivision 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 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 grievance 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.** Grievance, 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 (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 3 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 with (10) calendar days shall be considered waived.

Step 4. A grievance not resolved in Step 3 and appealed to Step 4 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 Public Employment Relations Board.

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) 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 close of the hearing or the submission of briefs by the parties, whichever is 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 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 the 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

This 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 Seniority shall be determined by the employee’s length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 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 their previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished 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 layoff before any new employee is hired.
- 9.4 Senior employees shall be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- 9.6 Vacation period shall be selected on the basis of seniority until April 1, “summer choice” (May, June, July, August); August 1, “fall choice” (September, October, November, December); December 1, “winter choice” (January, February, March, April).

ARTICLE X. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following terms:
 - a. Oral reprimand;
 - b. Written reprimand;
 - c. Suspension;
 - d. Demotion; or
 - e. Discharge.
- 10.2 Suspensions, demotions and discharge will be in written form.
- 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. Employees 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 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article VII.

ARTICLE XI. CONSTITUTIONAL PROTECTION

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

ARTICLE XII. WORK SCHEDULE

- 12.1 The normal work year is two thousand and eighty (2,080) hours, to be accounted for by each employee through:
 - a. Hours worked on assigned shifts;
 - b. Holidays;
 - c. Authorized leave time; and
 - d. Scheduled Training.
- 12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shift.
- 12.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE XIII. OVERTIME

- 13.1 Employees will be compensated at one and one-half (1½) times the employee’s regular base pay rate for hours worked in excess of the employee’s regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 For the purpose of computing overtime compensation hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.4 Department training or meetings scheduled for four (4) hours or less will be compensated at the overtime rate. If an employee desires to participate in a training course for which s/he is not assigned, the officer may do so only with prior approval and shall be compensated on a straight time basis for the time actually spent in the course.
- 13.5 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.6 Employees are entitled to compensatory time off when assigned work by the Police Chief or his designee, in excess of the normal work shift. Employees shall have the option of compensatory

time off or pay at a rate of one and one-half (1½) for each hour worked, compensatory time off may be banked by the employee to a maximum of eighty (80) hours. All employees must request the use of compensatory time off in the same manner as they request vacation. If an employee is terminated from employment he/she will be compensated for accumulated compensatory time earned up to the above stated maximum. Documentation must be kept for all hours earned and used, and must be approved by the Police Chief or his designee. Once an employee elects time worked to be credited at compensatory time, the time must be used as compensatory time off and shall not be paid for, except in the event of termination of employment.

13.7 Effective July 1, 2004, when an employee works overtime on Christmas Day, New Year’s Day, 4th of July, or Thanksgiving, the employee shall receive double time the rate of pay.

ARTICLE XIV. COURT TIME

An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee’s base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hours minimum. If court is canceled less than 24 hours before the scheduled time, the employee will receive three (3) hours’ of pay at straight time pay.

ARTICLE XV. CALL BACK TIME

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee’s base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hours minimum.

ARTICLE XVI. WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for five (5) consecutive working days or more shall receive the salary schedule of the higher classification.

ARTICLE XVII. VACATION

17.1 Vacation shall be accumulated on the following basis:

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Vacation Hours</u>
1	5	40
2-5	10	96
6	11	104
7	12	112
8	13	120
9	14	128
10	15	136
11	16	144
12	17	152
13	18	160
14	19	168
15	20	176
20	25	200

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 to them at that time on a pro-rata basis. No more than four consecutive weeks of vacation can be taken at one time. In computing vacation pay, length of service shall be based upon the anniversary date of the day an employee commences employment.

- 17.3 Vacation carry over maximums are set at the following:
- | | |
|-----------------------------------|-------------------|
| 0-5 years of employment | 120 hours maximum |
| 6-10 years of employment | 180 hours maximum |
| 11 years and longer of employment | 300 hours maximum |

ARTICLE XVIII. SICK LEAVE AND OTHER LEAVES OF ABSENCE

- 18.1 **Sick Leave:** All employees of the City shall be entitled to accumulate one day of sick leave for each month of employment. Sick leave will be granted for employee sickness, on the job personal injury, employee temporary physical disability and quarantine, or serious illness in the immediate family (i.e. spouse and children) when the attending physician certifies that the employee's attendance and assistance to the member of the family who is ill is required. The Employer may require a doctor's certificate on any sick leave claim that exceed three (3) days in length.
- 18.2 Effective January 1, 1997, employees with sick leave balances in excess of 160 days (eight (8) hours each) shall receive four (4) 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 160 days of sick leave, this Agreement shall start from the balance accrued as of January 1, 1997 and shall not be retroactive.
- 18.3 **Personal Leave:** All employees of the City shall be entitled to four (4) shifts 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, or grandparent.
- 18.4 **Jury Duty:** Employees' subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and other benefits for their employment less the amount received by them as jurors or witness fees.
- 18.5 **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.
- 18.6 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, they will receive fifty percent (50%) of unused sick leave and prolonged illness sick leave, based on their current hourly rate, as severance pay of the first 160 days of accumulated sick leave.
- 18.7 All employees whose work week is other than regularly scheduled Monday through Friday, shall receive a credit for 120 hours that shall be taken as additional vacation days. Employees scheduled Monday through Friday shall receive an equal number of hours for holidays. These days must be taken during the year in which they are earned. Employees shall ear 4.62 hours of holiday benefit for each pay period or major fraction that the individual works during the contract year. For the ten (10) holidays that follow, if worked, employees shall be compensated at 1½ times their wage rate:

- | | |
|---------------------------|-----------------------------|
| New Year’s Day | Presidents Day |
| Veterans Day | Memorial Day |
| Thanksgiving Day | July 4th |
| Friday after Thanksgiving | Labor Day |
| Christmas Day | Martin Luther King, Jr. Day |

ARTICLE XIX. UNIFORM ALLOWANCE

- 19.1 Commencing January 1, 2006, clothing and equipment allowance for a new employee will be set at \$1,000 for the first calendar year. Equipment shall remain the property of the City until after the twenty-fourth (24) month of employment. Upon termination of a probationary employee, all clothing and equipment will be returned to the City of Hastings.
- 19.2 The Uniform Allowance shall be as follows:

For the years 2022-2023, the annual clothing and equipment allowance shall be Eight Hundred Dollars (\$800.00) and will continue the practice of replacing clothing damaged in the line of duty.
- 19.3 Any equipment purchased within two (2) years of an employee’s date of termination of employment with the City of Hastings shall be returned to the employer.
- 19.4 Clothing and equipment purchases shall be subject to approval by the Police Chief.

ARTICLE XX. INSURANCE

HEALTH:

- 20.1 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.
- 20.2 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 2022-2023 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

RETIREMENT HEALTH INSURANCE:

- 20.3 An employee hired prior to January 01, 1993, who is retiring from the City, with at least ten years of employment and is at least 50 years of age, shall be entitled to City-paid health insurance for a maximum of ten (10) years or until they reach the qualifying age of Medicare, whichever comes first. Any eligible employee electing retirement will only be eligible for City-paid health insurance if they provide four months prior written notification of their intent to retire. However, if due to medical or personal reasons the employee wishes to retire prior to the four-month advance notification requirement, and remain eligible for City-paid health insurance for a maximum of 10 years or until they reach the qualifying age of Medicare, the City Council may waive the four-month notification, and may determine with the employee an appropriate retirement date. A request to retire prior to the four-month advance notification requirement must be submitted in writing to the City Administrator for consideration.

Effective January 1, 2000, a retiree (hired prior to 1993) eligible for paid health insurance coverage until qualifying for Medicare will be required to be enrolled for family health insurance coverage six (6) months prior to the date of retirement to be eligible for the City-paid family health care coverage. In the event an eligible retiree does not enroll in family health coverage six (6) months prior to their retirement date, the

City will only pay the premium for single coverage, and the retiree is responsible for the timely payment of the difference between the single and family monthly premium.

Regular full-time employees hired after January 01, 1993 are not eligible for the paid early retirement health insurance benefits. Employees hired after January 01, 1993, who are retiring, may remain in Hastings' group health insurance indefinitely, at their own expense. The employee shall pay the City in advance on a monthly basis for the cost. The City will then remit payment to the insurance company. When the former employee reaches age 65, the City may transfer the former employee and covered dependents to a non-active employee pool. This indefinite continuation is made available under Minnesota Statute 471.61, which is also known as Chapter 488.

LIFE:

- 20.4 All regular employees will also receive a Fifty Thousand Dollar (\$50,000) Life Insurance Policy, with the full cost of the premiums to be paid by the City.

LONG TERM DISABILITY:

- 20.5 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 accrue 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 follows, 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 accident to age 65.

Monthly Schedule Amount: Sixty percent (60%) of normal monthly earnings to a maximum benefit of Five Thousand Dollars (\$5,000.00).

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) days lost due to an injury on duty, will be charged to the employee's sick leave account. An employee with no sick leave accumulated 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 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 designated by the Employer.

ARTICLE XXII. WAGES

22.1 Wages shall be adjusted as follows:

Classification-Sergeant

	January 1, 2022	January 1, 2023
	3.0% COLA	3.0% COLA
Base Pay Rate	\$50.97/hour (\$8,834.80/month)	\$52.50/hour (\$9,100.00/month)

Retro pay is only paid to current City employees. The City and Union agree to a reopener of this Section 22.1 Base Pay Rate upon completion of the pending Compensation and Classification Study with the intent of beginning implementation of the Compensation & Classification Study with an effective date of no later than July 1, 2022.

22.2 Supervisors assigned to investigations shall be compensated at a rate of \$150.00 per month above the classification base pay rate.

22.3 **Longevity:**

The longevity schedule shall be as follows:

5 years of continuous employment:	1% of salary per month;
10 years of continuous employment:	2% of salary per month;
15 years of continuous employment:	3% of salary per month

22.4 **Shift Differential:**

- a. Any employee that works during the hours of 6:00 p.m. and 6:00 a.m. will receive payment of an additional \$0.85 per hour for each hour worked. (Effective January 1, 2022)
- b. Any employee that works during the hours of 6:00 p.m. and 6:00 a.m. will receive payment of an additional \$1.00 per hour for each hour worked. (Effective January 1, 2023)

22.5 **Instructor Pay:**

Any employee that works as a Use of Force instructor in firearms, ALICE, less than lethal, taser, and defensive tactics will be paid at a differential of .5 their hourly rate for each hour spent instructing.

ARTICLE XXII. FIELD TRAINING OFFICER (FTO)

While in the position of Field Training Officer (FTO) the employee will accrue per shift seventy-five cents (.75¢) per hour or have the choice of getting three (3) hours compensatory time.

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 understandings 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 unqualifiedly 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 Agreement was negotiated or executed.

ARTICLE XXV. DURATION

This Agreement shall be effective as of the first day of January, 2022 and shall remain in full force and effect until the thirty-first day of December, 2023.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS __ DAY OF _____, 2022.

CITY OF HASTINGS

LAW ENFORCEMENT LABOR SERVICES, INC. UNION, LOCAL NO. 462

Mary D. Fasbender, Mayor

Kevin McGrath, Business Agent

Dan Wietecha, City Administrator

Kyle Linscheid Union Steward

Kelly Murtaugh, City Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between City of Hastings (Employer) and the Law Enforcement Labor Services Inc., Union, Local No. 462 Sergeants Bargaining Unit) (Union), as it pertains to the Labor Agreement between the Employer and the Union effective January 1, 2022 until December 31, 2023.

WHEREAS, the City of Hastings (hereinafter “City”) and Law Enforcement Labor Services Inc., Union, Local No.4620 (hereinafter “Local4620) representing the Police Sergeants, hereby agree to the following:

Upon honorable separation from employment one hundred percent (100%) of employee’s sick leave severance pay will be applied to MN State Retirement System (MSRS) Post-Retirement Health Care Savings Account.

CITY OF HASTINGS

LAW ENFORCEMENT LABOR SERVICES INC.’ UNION, LOCAL NO. 462

Mary D. Fasbender, Mayor

Kevin McGrath Business Agent

Dan Wietecha, City Administrator

Kyle Linscheid, Union Steward

Kelly Murtaugh, City Clerk

Memorandum of Understanding: Mandatory Physical Fitness Test

This Memorandum of Understanding (hereinafter, "MOU") is entered into between the City of Hastings, (hereinafter, "City") and Law Enforcement Labor Services, Inc., Local 462 (hereinafter, "Union"), on behalf of the Police Sergeants bargaining unit.

Whereas, the City and Union are parties to a 2022-2023 collective bargaining agreement ("CBA"), which contains no negotiated language over a mandatory physical fitness test.; and

Whereas, the City intends to implement a mandatory physical fitness testing program; and

Whereas, the parties agree the implementation of a mandatory physical fitness testing program in a mandatory subject of bargaining, and

NOW THEREFORE BE IT RESOLVED that the parties hereto agree as follows:

1. There will be a mandatory physical fitness test one time each year. Employees may be offered the opportunity for re-tests later in the year but the re-test will not be mandatory.
2. Employees will be given a pre-test health screening. This screening will consist of a number of "yes" or "no" questions. The screening questionnaire will not be disclosed to the employer. The officer can keep the screening questionnaire for their records. Employees answering "yes" to any questions on the questionnaire are encouraged to visit their doctor to assess their ability to take the physical fitness test. Employees will be given two (2) hours of 2080 time to meet their doctor when a basic form of appointment verification is provided to the employer.
3. An employee not able to participate in the test will inform the Employer and provide a doctor's slip. The Employee will inform the employer when, if ever, they can take the test. If the test needs to be modified to accommodate an employee's medical condition, the employee will inform the employer of such accommodation as directed by a physician or other licensed medical authority. An employee not able to participate in the test due to their doctor's assessment or needs an accommodation shall not be disciplined or ordered to submit to a fitness for duty exam.
- 4.. For purposes of assessing employees, the Concept 2 Rower and Concept 2 Rower Calculator will be used. The Concept 2 Rower engages both the upper and lower parts of the body, inducing the same physiological response in everyone, regardless of athleticism, and does not place any impact on the joints. As a metabolic exercise machine, it is more accurate in demonstrating someone's ability to perform in a full body incident such as a fight or other high demand event.
5. Employees will attain a minimum standard of 70% based on a 2000-meter row. This minimum requirement is based on an individual's age, gender, and weight.
6. An employee not meeting the goals above shall not be disciplined, nor ordered to submit to a fitness for duty exam. Every employee will identify their own personal health and/or fitness goals for the purpose of measuring and establishing improvement.
7. In order to further the department's goal of physical fitness, employees will be allowed up to ten (10) hours of 2080 time to engage in physical fitness training activities at the Hastings Police facility and the department will not change its current work policy.

IN WITNESS whereof the parties hereto have hereunto set their hands the date and year affixed below.

CITY OF HASTINGS

**LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL NO. 462**

Approved by the Hastings City Council:

Approved by LELS Membership:

Mary D. Fasbender, Mayor

Kevin McGrath, Business Agent

Dan Wietecha, City Administrator

Kyle Linscheid, Union Steward

Kelly Murtaugh, City Clerk

Memorandum of Understanding: Mental Health Program

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Hastings (“City”) and Law Enforcement Labor Services, Inc., Local 462 (“Union”), on behalf of the Police Sergeants bargaining unit, for the purpose of establishing guidance for an employee mental health program. The City and Union shall collectively be referred to as “the Parties.”

WHEREAS, the Hastings Police Department (“Police Department”) recognizes that, during the course of performing their job duties, Police Department employees may become involved in or exposed to incidents that have the potential to cause various forms of short or long-term emotional and psychological trauma; and

WHEREAS, the Police Department is committed to supporting the mental health of all its employees by providing them with resources that will help ensure stability and longevity in the personal and professional lives of each employee; and

WHEREAS, the Police Department desires to provide employees with cost-free mental health services from a qualified mental health professional that specializes in working with public safety employees; and

WHEREAS, the City and Union are parties to a 2022-2023 collective bargaining agreement (“CBA”) which does not contain any negotiated language over the establishment or participation of Police Department employees in a mental health program; and

WHEREAS, the Parties agree that the establishment and implementation of a mandated mental health program is the subject of bargaining; and

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Definitions.

a. **Approved Mental Health Provider.** A provider who has the following qualifications: (1) a licensed mental health professional, (2) demonstrated experience in counseling emergency services personnel, (3) received approval by representatives of the applicable labor groups and police administration, and (4) has an established contract with the Police Department.

i. For purposes of this definition, “applicable labor groups” includes those representing the police officers and police sergeants.

2. Procedure. The annual mental health check-in program provides Police Department employees with access to a qualified mental health professional. The program is administered under the following guidelines:

- a. The program is mandatory for both sworn and civilian full-time and regular part-time Police Department employees.
 - b. Eligible employees must complete at least one (1) annual appointment with the Police Department's approved mental health provider.
 - c. When an employee attends an appointment with the approved mental health provider, the cost of the appointment will be paid by the City.
 - d. Mental health appointments will be scheduled throughout the calendar year at times and locations agreeable to the Police Department and the approved mental health provider. Agreed upon times will be established and posted, generally with a minimum of 30 days' notice. Available dates will be posted at the Police Department and will be assigned on a first come, first serve basis. Employees may schedule their mental health appointment directly with the approved mental health provider.
 - e. The Police Department agrees to allow employees the necessary time away from their scheduled work duties to attend the mental health appointment, without loss of pay or deduction of leave.
 - f. In the event the mental health appointment must be scheduled when an employee is off duty, the employee will be compensated at straight time rate of pay for the appointment and travel to and from the appointment.
 - g. This mental health program is not a replacement for existing Police Department or City programs, including, but not limited to, the Critical Incident Stress Debriefing or the Employee Assistance Program.
3. Mental Health Program Committee. The Police Department shall establish a committee responsible for implementing and managing a mental health appointment and any related programs. The Union Stewards from the applicable bargaining units shall be the representative of their respective bargaining unit. Functions of the committee shall also include, but are not limited to, the following:
- a. Provide input and assistance in the development and implementation of programs related to mental health.
 - b. Make recommendations on the type and content of mental health awareness and related programs, services, or training.
 - c. Distribute applicable mental health related information to employees.
 - d. Evaluate the overall effectiveness of programs related to mental health.

- e. Evaluate and recommend approved mental health providers to Police Department administration.
 - f. Participation in the Committee shall not be considered negotiation by the bargaining unit.
4. Confidentiality. The communication between the evaluator and member is privileged and therefore the Police Department considers all mental health appointments, communication during the appointment, and any recommendations as confidential in accordance with the applicable federal and state privacy laws. The approved mental health provider shall be prohibited from sharing any employee information other than confirming with the Police Department that an employee was compliant with the program's directive by the end of each year.
5. Follow Up Visits. If an employee or the mental health provider feel that services beyond the one (1) required appointment would be needed or beneficial for the employee, the mental health provider may create a referral at the employee's discretion. These additional appointments are not mandatory. If the employee wishes to schedule follow up appointments with the mental health provider, the employee may schedule those appointments directly with the mental health provider.
- a. The Police Department will pay for up to six (6) total appointments with the approved mental health provider for each employee per year. After the six (6) appointments, the employee is responsible for the payment of any further appointments; employees are encouraged to utilize their Health Insurance or Healthcare Reimbursement Account for any desired additional services or appointments.
6. Verification: For billing purposes, an employee from the bargaining unit who is scheduling any appointments with the mental health provider within parameters of this MOU, shall submit in writing a statement of "A member of LELS Local No. 462 has scheduled an appointment with Marie Ridgeway and Associates during the week of..." The letter shall be sent through interdepartmental mail to the designated HR representative without any identifying information of which member is receiving services, to protect confidentiality.

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IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by its duly authorized representatives.

CITY OF HASTINGS

**LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL NO. 462**

Approved by the Hastings City Council:

Approved by LELS Membership:

Mary D. Fasbender, Mayor

Kevin McGrath, Business Agent

Dan Wietecha, City Administrator

Kyle Linscheid, Union Steward

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Bryan D. Schafer, Chief of Police

Date: January 3rd, 2022

Item: Sale of Surplus Property

Council Action Requested:

Declare vehicle as surplus property and authorize for public sale.

Background Information:

The City of Hastings currently has one forfeited vehicle seized through forfeiture proceedings. This vehicle has been cleared for sale/destruction with the proceeds to be applied to the Department's forfeiture account in accordance with Minnesota law. Upon declaration of the vehicle as excess/surplus property, it will be made available for public sale via a commercially available online auction service or destroyed. The following vehicle is to be declared surplus/excess property and authorized for sale/destruction:

1981 Honda MC	JH2PC010XBM210323	Forfeiture
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Financial Impact:

Positive financial impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

None



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Bryan D. Schafer, Chief of Police

Date: January 3, 2022

Item: Donation to Hastings Police Department

Council Action Requested:

Accept donation of \$100.00 from Arlan and Vicky Baukol

Background Information:

To show support for the work and dedication of the men and women of the Hastings Police Department, The Baukols ask that you accept this check for \$100.00.

Financial Impact:

Positive budgetary impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Resolution
- Thank You

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 01- -22

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

WHEREAS, Arlan and Vicky Baukol, have donated to the Hastings Police Department a check for \$100.00; and

WHEREAS, this donation will be used to support police operations; and

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

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

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

Adopted this 3rd day of January 2022,

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Kelly Murtaugh
Date: January 3, 2022
Item: 2022 - 2023 Commercial Waste Haulers' License Renewals

Council Action Requested:

Adopt the attached resolution approving three 2022 - 2023 Commercial Waste Haulers' License Renewals.

Background Information:

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

The City has received and reviewed applications for commercial waste haulers' license renewals for the January 1, 2022 - December 31, 2023 licensing period. Approvals and issuance of licenses are contingent upon the City receiving all required forms, documents and license fees.

Financial Impact:

All associated fees have been paid or will be paid prior to issuance of a license.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 01 - -22

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF HASTINGS
APPROVING 2022 – 2023 COMMERCIAL
WASTE HAULER LICENSE RENEWALS**

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

WHEREAS, approval and issuance of licenses are contingent upon the City receiving all required forms, documents and license fees.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Hastings that the following commercial waste haulers’ license renewals are approved for the January 1, 2022 - December 31, 2023 licensing period.

Keith Krupenny & Son Disposal Service, Inc	1214 Hall Avenue	West St. Paul, MN 55118
Lightning Disposal and Nitti Sanitation, Inc	10730 Biggs Dr, Suite B	Inver Grove Heights, MN 55077
Mac’s Rolloff Service, Inc	P.O. Box 20695	Bloomington, MN 55420

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 3rd
DAY OF JANUARY 2022.**

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 01- -22

**A RESOLUTION DESIGNATING THE OFFICIAL BANKING DEPOSITORIES AND
APPOINTING FINANCE MANAGER AS DESIGNATED AUTHORITY FOR
APPROVAL**

WHEREAS, State of Minnesota Statutes § 118 sets forth the procedures for the deposit of Public Funds and it is policy of the Hastings City Council to authorize the Finance Manager to annually designate a bank as the official depository for the city funds and manager the collateral pledged to such funds; and

WHEREAS, Merchants Bank of Hastings is now the official depository; and

WHEREAS, State of Minnesota Statues § 118 sets forth the requirements for the Designation of Depositories, and the insuring and/or securing of deposits; and

WHEREAS, it has also been the policy of the Hastings City Council to delegate the authority to the Finance Department to designate the official depositories for banking needs and for investment purposes; and

NOW, THEREFORE BE IN RESOLVED, that the Hastings City Council does hereby delegate the authority to the Finance Manager to designate the necessary investment depositories for 2022; and

BE IT FURTHER RESOLVED, that the Finance Manager or the Finance Manager's designee of the City of Hastings is hereby designated as the approval authority for the acceptance and release of all collateral to be held in conjunction with city funds on deposit with authorized instructions.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, THIS 3RD
DAY OF JANUARY, 2022.**

Mary Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 01- -22

A RESOLUTION ALLOWING ELECTRONIC FUNDS TRANSFER TRANSACTIONS

WHEREAS, the banking industry has promoted electronic funds transfer to reduce paper transactions, move resources more rapidly and respond to customer demands; and

WHEREAS, Minnesota State Statute §471.38 subdivision 3 defines electronic funds transfer as the process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments; and

WHEREAS, Minnesota State Statutes §471.381 states that payment of claims, obligations and investment transactions of a statutory city may be made by warrant, check, or all forms of electronic or wire funds transfer and that a statutory city may accept payment by use of a credit card, debit card, or all forms of electronic or wire funds transfer; and

WHEREAS, the Hastings City Council acknowledges this technology and the need for electronic fund transfer transactions both coming into and going out of the city bank and investment accounts; and

NOW, THEREFORE BE IT RESOLVED, the City of Hastings Finance Manager and Senior Accountant or Finance Manager Designee may accept and make payment by electronic funds transfer and wire transfer provided that these electronic funds transfer and wire transfer transactions meet all of the required policies of the financial institutions the City of Hastings transacts with.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, THIS
3RD DAY OF JANUARY, 2022.**

Mary Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: January 3, 2022
Item: Appoint Arts Task Force Members

Council Action Requested:

The City Council is asked to make the following appointments to the Arts Task Force:

Caitlin Duncan
Barb Hollenbeck
Michael Kelly
Travis Lockwood
Deirdre McGinn, Student Member
Dennis Peine
Steven Read
Katie Walt

Background Information:

Following a community-driven proposal to create an Arts Commission, Council referred the matter to the Planning Committee for discussion and recommendation. The Planning Committee recommended to revive the Arts Task Force to explore the need for a commission and create a short-term public art workplan. A call for applications resulted in 18 candidates expressing initial interest in participating in the task force. Eleven candidates were scheduled for interviews. Seven members, plus one student member, were selected to serve on the Arts Task Force. The kick-off meeting for the task force will be in January.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

The Planning Committee recommended reviving the Arts Task Force, approved by City Council October 18, 2021.

Attachments:

- Task Force Applications



Advisory Commission & Task Force Interest Form

The City of Hastings encourages active participation of its residents. City Advisory Commissions and Task Forces are two ways in which residents can take a participatory involvement in the planning, development, and preservation of our growing and historical community. Thank you for your interest in serving on an advisory commission or task force. Information about these opportunities is available on the City's website at <https://www.hastingsmn.gov/city-government/commissions-task-forces>.

Commission Arts Task Force
(Please indicate your interest)

Questions?
Contact 651-480-2350 or the person (s) below

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

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

Name Caitlin Duncan

Address 111 Olive Street, Hastings, MN 55033

Day Phone 507-581-0719

Evening Phone same as above

E-mail duncan.caitlin@gmail.com

How long have you lived in Hastings? 6 months

Please share why you are interested in becoming involved with a City commission or task force.
I have a bachelors degree in art history from Minnesota State University Mankato and I am passionate about the arts and believe it can help a community express its unique culture and hopes for the future. I recently moved to Hastings, and I'm interested in getting involved. I am interested in showcasing local artists and helping the community thrive as it develops.

Supplemental Information

Employer: Community Action Partnership of Ramsey & Washington Counties

Occupation: Executive Administrative Coordinator

What experience would you bring to the Commission or Task Force?

- Background in art history
- 10+ years of experience in the event industry with ability to plan and execute large public events
- Experience with non-profit fundraising
- Experience with grant funding compliance

<p><i>Please return to:</i> City of Hastings 101 Fourth Street East Hastings, MN 55033</p>	<p>OR via email to the Commission contact</p>	<p>City Use Date Received: _____ Forwarded to: _____</p>
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§ 31.36 PUBLIC DISCLOSURE.

(A) Each public official of the City of Hastings shall file for public record in the office of the City Clerk, a sworn statement in a form approved by the City Council and which must contain, at a minimum, the following information:

- (1) The names of all businesses, corporations, companies, firms, partnerships, or other business enterprises, doing business with or in the City of Hastings, in which the public official is connected thereto as an employee, owner, director, officer, adviser, or consultant, or in which the public official has a continuing financial interest, through ownership of stock or as a beneficiary of any pension or retirement plan;
- (2) A description of all parcels of real property, other than property occupied by the public official as a personal residence, in which the public official has any interest, including the right to occupy any such property; and
- (3) The interest of a spouse, or minor child or other member of the immediate household of any public official shall be considered an interest of the public official for purposes of filing the statement required.

(B) Each person who becomes a public official shall, within 30 days after assuming the office or position, file a public disclosure required by this section.

- (1) Following an initial filing, the information on that filing shall remain in effect and all public officials will continue to attest to its truth. Within 30 days of any change to the information on the initial filing and following any reappointment or reelection, all public officials shall file a new sworn statement with the City Clerk. City staff members covered under this provision shall fill out an initial filing and shall thereafter complete any amended filings within 30 days of any change to the information on the initial filing or at least every 4 years, in the years in which the Mayor and at large Councilmember seats are up for election, whichever comes first. (Am. Ord. 511, passed 4-5-2004)
- (2) This subchapter shall not be construed to require the filing of any information relating to any person's connection with any professional society or any charitable, religious, social, fraternal, recreational, civil or political organization or any similar organization not conducted as a business enterprise.
- (3) The City Administrator shall inform each person who is required to file a statement, the time and place for filing, and shall furnish each such person with a copy of this subchapter and the required statement form. The City Administrator shall inform the City Council when any person, who is required to file a statement, fails to file the statement in a timely manner. (Prior Code, § 2.81)



Advisory Commission & Task Force Interest Form

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Commission

(Please indicate your interest)

Questions?

Contact 651-480-2350 or the person (s) below

Charter	Dan Wietecha dwietecha@hastingsmn.gov
Hastings Economic Development & Redevelopment Authority (HEDRA)	John Hinzman Jhinzman@hastingsmn.gov
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Arts Task Force	Kelly Murtaugh kmurtaugh@hastingsmn.gov
Other/ no Preference	Dan Wietecha Dwietecha@hastingsmn.gov

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

Name Barbara Hollenbeck
 Address 212 2nd St E Hastings
 Day Phone 651-438-7949
 Evening Phone 651-795-9809
 E-mail barb-hollenbeck@comcast.net

How long have you lived in Hastings? I have lived here since 1999

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

I want to contribute to improve and help the City of Hastings grow and develop.

I have a passion for volunteerism and have served on many organizations within the City of Hastings

I have a deep interest in growing and developing the Arts in the City of Hastings.

I see the Arts as a way to enrich lives while adding economic and Tourism opportunities to the area.

Supplemental Information

Employer: SC Toys

Occupation: Business Owner and Manager of SC Toys

What experience would you bring to the Commission or

Task Force?

I have been in business in downtown Hastings for 25 years.

I was a Hastings City Councilmember for 8 years

I served on the Hastings Planning Commission for 6 years

Also served on The United Way of Hastings Board and the Hastings Area Chamber of Commerce Board and currently serving on the Hastings Tourism Board.

I believe my experience working with a variety of organizations and city government gives me a unique skill set in setting goals and achieving them.

Barbara Hollenbeck
Please return to: City of Hastings

101 Fourth Street East OR via email to the
Hastings, MN 55033 Commission contact

City Use

Date Received: _____

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(2) A description of all parcels of real property, other than property occupied by the public official as a personal residence, in which the public official has any interest, including the right to occupy any such property; and

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(2) This subchapter shall not be construed to require the filing of any information relating to any person's connection with any professional society or any charitable, religious, social, fraternal, recreational, civil or political organization or any similar organization not conducted as a business enterprise.

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Commission
(Please indicate your interest) Arts Task Force

Questions?
Contact 651-480-2350 or the person (s) below

Charter	Dan Wietecha dwietecha@hastingsmn.gov
Hastings Economic Development & Redevelopment Authority (HEDRA)	John Hinzman jhinzman@hastingsmn.gov
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Public Safety (PSAC)	Bryan Schafer bschafer@hastingsmn.gov
Arts Task Force	Kelly Murtaugh kmurtaugh@hastingsmn.gov
Other/ no Preference	Dan Wietecha Dwietecha@hastingsmn.gov

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

Name Michael Kelly
 Address 971 21st St. W. Hastings 55033
 Day Phone 651-336-2524
 Evening Phone 651-438-5458
 E-mail mdpkelly@icloud.com

How long have you lived in Hastings?

Twenty-one years

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

I am active in the local arts scene. I have performed with Black Dirt Theater and (lumin)theater lab, studied with Andy Evanson, and attended events at the Hastings Arts Center. I am currently the facilitator for the Hastings-Prescott Area Arts Council' Writers Group. I am eager to further the development of the arts in Hastings.

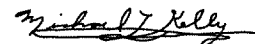
Supplemental Information

Employer: Retired

Occupation: Author and actor

What experience would you bring to the Commission or Task Force?

I have a good deal of experience in working collaboratively. In business, I often served as a team leader. I have also served on several church committees.



<p>Please return to: City of Hastings 101 Fourth Street East Hastings, MN 55033</p>	<p>OR via email to the Commission contact</p>	<p>City Use Date Received: _____ Forwarded to: _____</p>
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Commission
(Please indicate your interest)

Questions?
Contact 651-480-2350 or the person (s) below

Charter	Dan Wietecha dwietecha@hastingsmn.gov
Hastings Economic Development & Redevelopment Authority (HEDRA)	John Hinzman Jhinzman@hastingsmn.gov
Heritage Preservation Commission (HPC)	Justin Fortney jfortney@hastingsmn.gov
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Arts Task Force	Kelly Murtaugh kmurtaugh@hastingsmn.gov
Other/ no Preference	Dan Wietecha Dwietecha@hastingsmn.gov

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

Name Travis Lockwood
 Address 14016 Furlong Trail Hastings, MN 55033
 Day Phone 612-669-6162
 Evening Phone same
 E-mail Travis.Lockwood@mac.com

How long have you lived in Hastings? 17 years.

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

I have supported & promoted the Arts for many years here in our community & our schools. Currently through the Hastings Arts Center we have plans to further enhance the Arts & collaborate with the Hastings Community.

Supplemental Information

Employer: Allina Health
Occupation: Physician

What experience would you bring to the Commission or

Task Force?

40 plus years of playing and performing violin in various orchestras. Currently member of St Croix Valley Symphony. Currently co-manage Hastings Arts Center with events promoting the Arts in Hastings.

Please return to: City of Hastings
101 Fourth Street East
Hastings, MN 55033

OR via email to the
Commission contact

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Date Received: _____
Forwarded to: _____

§ 31.36 PUBLIC DISCLOSURE.

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(2) A description of all parcels of real property, other than property occupied by the public official as a personal residence, in which the public official has any interest, including the right to occupy any such property; and

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Commission

(Please indicate your interest)

Questions?

Contact 651-480-2350 or the person (s) below

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

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

Name Deirdre McGinn

Address 561 Westview Dr Apt 311 Hastings MN,55033

Day Phone 651-528-2049

Evening Phone

E-mail aquapig71@gmail.com

How long have you lived in Hastings?

Since 2007; 14 years

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

It was recommended to me by a friend's mom (Lee Stoffel) to apply for the City of Hastings Arts Task Force; she said I was very talented and would provide a good voice in the assembly and would bring in a new perspective. I plan to seek out some career in visual arts, and Lee and I discussed how, if accepted, this would be a good opportunity for me to learn about the process of coming to artistic decisions in a city, how people go about commissioning artists to do murals and other things of the sort.

Supplemental Information

Employer: Hometown Ace Hardware

Occupation: Cashier

What experience would you bring to the Commission or Task Force?

I am a very creative person, and very sociable. I get along well with adults and have been called "mature for my age" by many people who have known me. I am always eager to learn, and always ready for a challenge. I can provide input from the perspective of a student (at Hastings High School) who would love to see more art around Hastings. I am a pretty well rounded person as well, with interests and talents all across the board! I hope that you guys would consider me for a position on the force if ever there was an opening!

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

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Commission

(Please indicate your interest)

Questions?

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Public Safety (PSAC)	Bryan Schafer bschafer@hastingsmn.gov
X Arts Task Force	Kelly Murtaugh kmurtaugh@hastingsmn.gov
Other/ no Preference	Dan Wietecha Dwietecha@hastingsmn.gov

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

Name Dennis G Peine

Address 120 9th St West Hastings Mn 55033

Day Phone 612 638 8484

Evening Phone

E-mail dennis.peine@gmail.com

How long have you lived in Hastings? 52 yrs

Perne

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

Aid in formulating and bringing focus to the needs and resources of our community in all art forms.
Building public and private collaboration

Supplemental Information

Employer: Denali Woodworks
Occupation: custom furniture
Architect

What experience would you bring to the Commission or Task Force?

Planning Commission
HEDRA
Dakota County Planning Commission
Dakota County Citizens Art Advisory Committee
Met Council Comprehensive Planning Committee

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Commission
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Contact 651-480-2350 or

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Other/ no Preference	Dan Wietecha Dwietecha@hastingsmn.gov

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

Name Steven Read

Address 716 19th St W Hasting, MN 55033

Day Phone 763-232-4846

Evening Phone Same

E-mail steven@inmotionrealty.com

How long have you lived in Hastings? 2yrs

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

As a resident of Hastings, I want to see our city grow, and I fully believe that a strong arts community is central to that.

Supplemental Information

Employer: InMotion Realty

Occupation: Realtor

What experience would you bring to the Commission or

Task Force? Currently I am on the board of the Hastings Prescott Area Arts Council. I hold a Master's of Fine Arts in sculpture from Penn State and have seven years of experience in arts education and arts non-profit management. I was the Programming and Volunteer Director at Caponi Art Park in Eagan, MN for three years. I was a leader in the work that was done in Duluth, MN to build the arts community and place making in 2011-12. I also started a contemporary art gallery in Duluth, MN that is still a staple of their arts community.

<i>Please return to:</i>	<i>City of Hastings</i> <i>101 Fourth Street East</i> <i>Hastings, MN 55033</i>	<i>OR via email to the</i> <i>Commission contact</i>	City Use Date Received: _____ Forwarded to: _____
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Other/ no Preference	Dan Wietecha Dwietecha@hastingsmn.gov

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

Name Katie Walt

Address 1306 20th St West, Hastings, MN 55033

Day Phone 651-470-5845

Evening Phone

E-mail ktkjam@comcast.net

How long have you lived in Hastings? I grew up in Hastings, and have been back in Hastings for 27 years.

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

My family has directly benefited from the growing arts community in Hastings, through the school district, our church, the community events and opportunities that support and feature the arts, and especially through the influence of musicians and fine arts leaders in the community. The arts bring the community together, whether it is through live music at multiple venues in Hastings featuring local and regional/national artists or through art shows and exhibits. Hastings is better because of the arts and especially right now, we need better and we need to be brought together to be better. I would like to give back and help where I can because my family has flourished because of the arts community in Hastings.

Supplemental Information

Employer: Gillette Children's Specialty Healthcare

Occupation: Physical Therapist in the James R Gage Center for Gait and Motion Analysis

What experience would you bring to the Commission or Task Force?

I have 4 kids that graduated from Hastings. 3 of them are pursuing careers in the arts. While my kids are performers and artists, I am an avid audience member and have supported the arts behind the scenes. I have volunteered with HHS (Show Choir and Marching Band) and through Black Dirt behind the scenes (Lead Usher/Greeter) I have also been involved with organizing/planning on various committees that involved creating vision and mission statements (Servant Road aka Mission Mexico), event planning (Swingin' On the River), and professionally with education and program development at Gillette Children's. Mostly, I love Hastings and music is life.

Please return to: City of Hastings

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City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Kelly Murtaugh
Date: January 3, 2022
Item: 2022 Massage Therapy License Renewal for Ann Streeter

Council Action Requested:

Adopt the attached resolution approving the 2022 Massage Therapy License Renewal for Ann Streeter.

Background Information:

Ann Streeter completed the necessary paperwork and passed the background check conducted by Hastings Police Department for a Massage Therapy License. Ms. Streeter practices at 1110 N. Frontage Road.

Massage Therapy Licenses expire December 31.

Financial Impact:

Approvals and issuance of the license is contingent upon the City receiving the prorated license fee.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 01 - - 22

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
APPROVING A MASSAGE THERAPY LICENSE RENEWAL FOR
ANN STREETER**

WHEREAS, Ann Streeter has made application for a Massage Therapy License Renewal and passed the background check conducted by Hastings Police Department; and

WHEREAS, Ms. Streeter intends to practice out of 1110 N. Frontage Road; and

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Hastings that Ann Streeter’s massage therapist license be renewed for the period ending December 31, 2022, unless revoked by City Council.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 3rd DAY OF JANUARY 2022.

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender and City Council Members

From: Bryan D. Schafer, Chief of Police

Date: January 3, 2022

Item: Law Enforcement and Community Services Coordinated Response JPA

Council Action Requested:

Approve the JPA between Hastings and Dakota County for Crisis Response

Background Information:

The purpose of the Pilot project is to explore and implement a more coordinated response between law enforcement and Dakota County Community Services in addressing mental health crisis response. This is particularly important when there is a need for specific services and programs that are provided by Dakota County. While the Hastings Police Department has already been collaborating with the County since 2019, this allows us to continue this collaboration until which time we transition to a permanent service model that will be memorialized between the parties in a future agreement.

The attached agreement has been reviewed and approved of by City Attorney, Korine Land.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Joint Powers Agreement

**JOINT POWERS AGREEMENT A M E N D M E N T
BETWEEN CITY OF HASTINGS AND DAKOTA COUNTY
FOR LAW ENFORCEMENT AND COMMUNITY SERVICES
COORDINATED RESPONSE PILOT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Hastings, by and through its City Council and Police Department (Law Enforcement), 150 3rd St E. Hastings, MN 55033 (hereinafter "City") and Dakota County, by and through its Community Services Department (DCCS), 1 Mendota Road W., West St. Paul, MN 55118 (hereinafter "County").

WHEREAS, pursuant to the provisions of Minn. Stat. § 471.59, City and County are authorized to enter into an agreement to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for or with another governmental unit; and

WHEREAS, mental health crisis response is required to be provided by City and County in accordance with applicable federal and state laws, statutes, rules and regulations; and

WHEREAS, City desires to receive services from County to assist people who need such services on a prompt basis to protect their health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed, by and between the parties as follows:

1. PURPOSE.

The purpose of the Pilot project ("Pilot") is to explore and implement a more coordinated response by the parties to address increased law enforcement involvement where there may be an underlying need for coordination of services and programs offered by County. The implementation will take place utilizing a Community Services Resource Coordinator (Coordinator) position. Throughout the Pilot, the parties will continue to develop and evaluate effective and timely service models. The goal of the Pilot is to assist Law Enforcement to transition to permanent service models that will be memorialized between the parties in a future agreement.

2. TERM.

This Joint Powers Agreement will become effective on the date that the Agreement has been executed by City and County, through 12:00A.M. on June 30, 2022 and unless terminated earlier in writing. This Agreement may be terminated with or without cause by either City or County upon ninety (90) days' written notice to the other party to this Agreement.

Notwithstanding the above, City may immediately terminate this Agreement at any time if the health, safety, or welfare of any person receiving services or entitled to receive services under this Agreement is at risk because of the actions or inaction of County.

3. AUTHORIZED REPRESENTATIVE.

The named persons, in the positions stated below, or their successors in title, are designated the Authorized Representatives of the parties for purposes of this Agreement. Notifications required to be provided by the terms of this Agreement, invoices to be submitted and payments made, shall be provided to the following named persons unless otherwise stated in this Agreement:

TO COUNTY:

TO CITY:

Emily Schug
Deputy Director Social Services
Emily.Schug@co.dakota.mn.us
(651) 554-6316

Bryan Schafer, Chief of Police
Hastings Police Department
BSchafer@hastingsmn.gov
(651) 480-2306

4. COUNTY'S RESPONSIBILITIES.

County will:

- A. Provide and supervise the Coordinator who has, a minimum, a bachelor’s degree in Corrections, Criminal Justice, Sociology, Psychology, Social Work, or related human services field with one-year professional experience in Corrections, Social Services, or Human Services and progressive experience in project management. **This position does not involve the provision of direct treatment services, mental health diagnostic assessments, or treatments. It is a resource referral and coordination position as described herein.**

The Coordinator will:

- 1. Provide over-all Pilot administration, coordination and assessment;
- 2. Educate law enforcement on mental health crisis and emergency services offered by Dakota County Social Services (DCSS), including the roles and responsibilities of the 24 hour, seven days a week, Crisis Response Unit (CRU) and on-going mental health services and programs;
- 3. Educate law enforcement on other services and programs offered by County that could benefit individuals/households who come into contact with law enforcement;
- 4. Work with law enforcement (as directed by the assigned DCSS case manager and/or CRU staff) in providing a timely follow-up contact with the individual/household after a crisis/emergency mental health call or crisis intervention to educate on resources offered by DCSS in accordance with Minn. Stat. §§ 256B.0624 and 256B.0944;

5. Assist law enforcement in outreach to determine if the individual/household is interested in voluntarily working with DCSS mental health professionals and law enforcement in developing a mental health crisis response plan accessible through the CRU 24/7 in an emergency as permitted by Minn. Stat. § 13.46, subd. 2(a)(10);
 6. Work with law enforcement in providing a timely follow-up contact with the individual/household to determine if the individual/household is interested in and/or eligible for other services and programs offered through County or other community-based organizations, including networking outreach to potential community resources and service providers
 7. Create procedures to guide work for the duration of the Pilot;
 8. Coordinate the Pilot evaluation pursuant to Section 8;
 9. Coordinate with Pilot projects in other jurisdictions; and
 10. Continue problem solving with law enforcement and other stakeholders to identify proposed solutions with the goal of creating a permanent service model that may be replicated in other jurisdictions.
- B. In support of the pilot, County will:
1. Provide necessary resources to support the Coordinator with equipment and training to facilitate Pilot activities;
 2. Supervise the Coordinator;
 3. Facilitate connection and “warm handoffs” to the various services and programs within County and to community resources and service providers; and
 4. Maintain a database of evaluation data and report summary data to all partners.
- C. County shall participate in meetings between City and County staff members to review the services provided pursuant to the Agreement.

5. CITY'S RESPONSIBILITIES.

City will:

- A. Identify and dedicate resources to:
1. Work with the Coordinator for Pilot administration, coordination and assessment;

2. Coordinate education of officers and other law enforcement staff about the Pilot and DCSS programs and services including the role and responsibilities of the CRU;
3. Educate and train the Coordinator and any other participating DCSS staff on law enforcement's response to crisis and emergency service calls, including the role and responsibilities of law enforcement;
4. Identify individuals/households to the Coordinator who may benefit from the Pilot;
5. Work with the Coordinator, the CRU and DCSS mental health professionals to provide timely follow-up with the individual/household as provided in Section 4;
6. Work with the Coordinator, the CRU and DCSS mental health professionals to develop the crisis response plan as provided in Section 4;
7. Work with the Coordinator to create procedures to guide work for the duration of the Pilot;
8. Work with the Coordinator in the Pilot evaluation pursuant to Section 8; and
9. Continue problem solving with the Coordinator and other stakeholders to identify proposed solutions with the goal of creating a permanent service model that may be replicated in other jurisdictions.

B. Provide a work space, equipment and necessary internet and other connections.

6. JOINT RESPONSIBILITIES.

The parties will jointly:

- A. Meet regularly during the term of the Pilot to review and evaluate performance objectives and provide guidance to staff.
- B. Facilitate relationship-building with community agencies, treatment providers, Community Corrections, hospitals and community-based service providers to enhance understanding and reduce barriers to providing services to individuals with complex service needs.
- C. Attend and/or organize relevant trainings conducted by DCSS or other agencies.
- D. Commit to training on policy and procedures for the Pilot and for use of the CRU.
- E. Attend joint Co-Response project meetings convened to discuss countywide CoResponse trainings and programs as well as attend any countywide trainings or programs.

7. **OVERSIGHT AND IMPLEMENTATION.**

Steering Committee. The Pilot will be overseen by a Steering Committee comprised of the DCSS Director or Deputy Director, and chief of police from the City of Hastings. One additional member from the City and County shall be designated by each jurisdiction to participate in the Steering Committee, and others may be invited to attend meetings and assist with collaborative planning, implementation, and evaluation activities. The role of the Steering Committee is to provide strategic vision, structure and oversight of the Pilot. The responsibilities of the Steering Committee include:

- A. To provide strategic oversight for the Pilot, including defining scope, priority, desired results and key deliverables;
- B. To serve as “champions” for the Pilot, garnering support, removing obstacles, and resolving escalated issues;
- C. To obtain and allocate resources to support the design, implementation and evaluation of the Pilot throughout its duration;
- D. To provide feedback and decisions in response to recommendations from the system stakeholders;
- E. To monitor and evaluate the Pilot progress;
- F. To designate key subject matter experts, as needed, to support specific components of the Pilot planning, design or operations;
- G. To designate staff to oversee and manage day-to-day activities and implement the strategic operations of the Pilot; and
- H. To ensure strategic alignment and support Pilot success.

8. **EVALUATION.**

The Pilot will be evaluated according to an evaluation design, led by the Dakota County Office of Performance and Analysis, that is collaboratively developed by the parties. DCCS will have the lead role in collecting and analyzing data and will present summary data to the parties, along with a summary of Pilot activities due on the last day of the month following the end of the 2021 full year term.

All Pilot evaluation data will be reported as summary data.

9. **INDEPENDENT CONTRACTOR.**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting either County as the employee of the City for any purpose or in any manner whatsoever. County is an independent contractor and neither it, nor its employees, agents, or representatives, are employees of City.

10. LIABILITY AND INDEMNIFICATION.

- A. County and City agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
- B. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. § 471.59, subd. 1a, provided further that for purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party also specifically intends that the single tort cap limits specified for cooperative agreements under Minn. Stat. § 471.59, subd. 1 a, or as such statute may be amended or modified from time to time, shall apply to this Agreement and to the activities of the parties hereunder. The statutory limits for the parties may not be added together or stacked to increase the maximum amount of liability for either party.
- C. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and/or agents. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants they can comply with the indemnity requirements through an insurance or self-insurance program and each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

11. NON-ASSIGNABILITY.

County shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of City.

12. EQUAL EMPLOYMENT OPPORTUNITY.

County agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination because of race, color, creed, religion, national origin, sex, and marital status with regard to public assistance,

sexual orientation, disability, or age. When required by law or when validly requested by City, County shall furnish a written affirmative action plan.

13. WORKPLACE VIOLENCE PREVENTION.

County shall make all reasonable efforts to ensure its employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence is as defined by the County Policy 5517 Violence Prevention in the Workplace.

14. DATA PRACTICES.

- A. Data Privacy and Security. The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. The parties are mindful that when exchanging private data only the minimum necessary will be provided. The exchange, use and protection of private data must comply with and be documented with a signed Dakota County Informed Consent to Release Private Data form.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. This paragraph is required by the MGDPA and includes the remedies set forth in Minn. Stat. § 13.08.

- B. Health Information and Chemical Dependency Data. If applicable, the parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any other applicable state or federal law. This includes health data laws, including the Minnesota Health Records Act, Minn. Stat. §§ 144.291.298, and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.
- C. Records. Each party is responsible for maintaining, securing, and managing its own records. The records will be maintained in accordance with each party’s applicable record retention schedule. The parties will work cooperatively to ensure any reporting requirements under this agreement are fulfilled.
- D. Obtaining and Sharing Information. All necessary Tennessee Warning notices, consents, releases, and authorizations shall be obtained prior to the collection, release, exchange, or discussion of not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a, unless such data collection, release, exchange, or discussion is otherwise permitted by law or court order.

- E. Data Storage. As part of the roles and responsibilities of the Coordinator, data related to DCSS functions, as defined by statute, will be documented in the Social Services Information System (SSIS). DCSS data collected for the Pilot evaluation will be recorded in a password protected database or spreadsheet within the DCSS network. Law enforcement will not be given access to SSIS.

The terms of this Section shall survive the termination or expiration of the agreement and/or Pilot.

15. COMPLIANCE WITH APPLICABLE LAW.

County and City agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to its performance of the provisions of this Agreement. It shall be the obligation of County and the City to apply for, pay for, and obtain all permits and/or licenses required by any governmental agency for City or County's participation in this program.

16. AUDIT.

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the parties are subject to examination by City or County or designees, the State Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

17. AMENDMENTS.

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

18. INTERPRETATION OF AGREEMENT; VENUE.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Dakota County, Minnesota.

19. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date written below.

CITY OF HASTINGS

By _____
Mary Fasbender, Mayor
Dated: _____

Kelly Murtaugh, City of Hastings Administrator

Dated: _____

Approved as to form and insurance:

Kori Land, City Attorney/Date

DAKOTA COUNTY

DocuSigned by:
Mary Liz Holberg
By _____
0EB969183AD943D...
Mary Liz Holberg, Chair
Dated: 12/29/2021 | 10:17 AM CST

DocuSigned by:
Jennifer Reynolds
By _____
66D04B23D32B40C...
Jennifer Reynolds, Sr. Administrative Coordinator
to the Board
Dated: 12/28/2021 | 3:55 PM CST

Approved as to form:

/s/ G Paul Beaumaster 12/22/2021

Assistant County Attorney/Date
KS-20-110-0004
Board Res. No. 20-449
Contract No. C0033266.1



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: January 2, 2022
Item: Resolution: Authorize Submittal of 2022 CDBG Budget

Council Action Requested:

Adopt the attached resolution authorizing submittal of the 2022 Community Development Block Grant (CDBG) budget to Dakota County. The estimated funding of \$73,612 would be allocated towards assessment abatement. Action requires a simple majority of Council.

Background Information:

CDBG funding is intended to fund activities for low and low/moderate income individuals including affordable housing, anti-poverty, and infrastructure development. Dakota County receives a direct allocation of CDBG funding from the US Department of Housing and Urban Development (HUD) and sub-allocates funding to individual cities within the County.

Assessment Abatement – Similar to past years, CDBG funding would be allocated toward providing assessment abatement for local public infrastructure projects; allowing qualifying homeowners to reduce or eliminate their assessment. This year's project generally involves Park Lane and Park Court; 5th and Ash Streets; 13th Street-Hillside-Lilac Court; and the Riverwood Area.

Financial Impact:

CDBG funds will assist low to low/moderate income households in abating assessments and housing repairs.

Advisory Commission Discussion:

N/A

Council Commission Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE APPLICATION
FOR FISCAL YEAR 2022 DAKOTA COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING**

WHEREAS, the City of Hastings is a participating jurisdiction with the Dakota County Community Development Block Grant (CDBG) Entitlement Program for Fiscal Year 2022 (ending June 30, 2023); and

WHEREAS, the Dakota County Community Development Agency (CDA) is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested Fiscal Year 2022 CDBG applications be submitted by January 14, 2022, based on an allocation of funds approved in the Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Hastings hereby approves the following:

1. The Fiscal Year 2022 CDBG application is approved for submission to the Dakota County CDA.
2. The City Administrator for the City of Hastings is authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

Adopted by the City Council of Hastings this 3rd day of January, 2022

Ayes: _____
Nays: _____
Absent: _____

ATTEST:

Mary D. Fasbender, Mayor

Kelly Murtaugh, 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 3rd day of January, 2022, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh
City Clerk

(SEAL)

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



COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPLICATION FOR PROGRAM YEAR 2022

Application must be received by the Dakota County Community Development Agency
NO LATER THAN FRIDAY, JANUARY 14, 2022
For July 1, 2022 – June 30, 2023

General Information

Applicant Name: City of Hastings	DUNS #: 172843278
Contact Name: John Hinzman	
Applicant Address: 101 East 4 th Street	
City, State, Zip: Hastings, MN 55033	
Phone: 651-480-2378	Email: jhinzman@hastingsmn.gov

Proposed Activities

Activity	Funding Amount
#1 Title: Assessment Abatement	CDBG Request: \$ 73,612
#2 Title:	CDBG Request: \$
#3 Title:	CDBG Request: \$
#4 Title:	CDBG Request: \$
#5 Title:	CDBG Request: \$
Total Request: \$ 73,612	

PLEASE NOTE: AT LEAST 50% of the proposed funding must qualify as a LOW/MOD benefit and NO MORE THAN 40% of the any one community's proposed funding can be for PUBLIC SERVICES. As public services may not account for more than 15% of the County's total funding, public service requests may be decreased once all applications are submitted and reviewed by CDA staff.

Certification

I certify that the information contained in this application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts. I further certify that no contracts have been awarded, funds committed, or construction begun on the proposed project(s), and that none will be made prior to notification from the Dakota County CDA based on HUD's issuance of a Release of Funds Notice.

Signature of Authorized Official

Date

Title of Authorized Official

**PLEASE ATTACH THE RESOLUTION OF THE GOVERNING BODY SHOWING APPROVAL
OF THE REQUEST FOR CDBG FUNDS.**

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 1

Activity Title: Assessment Abatement

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

The City of Hastings 2022 Improvement Program includes street reconstruction projects involving bituminous paving, storm sewer, concrete curb and gutter, and sidewalk/trail construction. The project would involve Park Lane and Park Court; 5th and Ash St; 13th Street-Hillside Street-Lilac Court; Riverwood area. We estimate serving 22 households with an average assessment of \$4,027.

Per City policy, all abutting property owners will be assessed for these improvements. The City is proposing to allocate CDBG funding to provide assessment abatement to low and moderate income properties. Qualifying low income households would have 100 percent of their assessments abated, while qualifying moderate income households would have their assessments abated to the extent of remaining funds available.

Has this Activity received CDBG funding before? Yes No

Check the eligible activity category of the proposed activity: *(See attached definitions)*

<p>Affordable Rental Housing</p> <ul style="list-style-type: none"> <input type="checkbox"/> Rehabilitation of Multi-Unit Residential <input type="checkbox"/> Fair Housing Activities <input type="checkbox"/> Energy Efficiency Improvements 	<p>Public Services</p> <ul style="list-style-type: none"> <input type="checkbox"/> Senior Services <input type="checkbox"/> Youth Services <input type="checkbox"/> Transportation Services <input type="checkbox"/> Operational Support
<p>Affordable Homeowner Housing</p> <ul style="list-style-type: none"> <input type="checkbox"/> Homeownership Assistance <input type="checkbox"/> New (Re)Construction Homeowner Housing <input type="checkbox"/> Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential <input type="checkbox"/> Fair Housing Activities 	<p>Public Facilities</p> <ul style="list-style-type: none"> <input type="checkbox"/> Recreational Parks <input type="checkbox"/> Public Water/Sewer Improvements <input type="checkbox"/> Street Improvements <input type="checkbox"/> Sidewalks <input checked="" type="checkbox"/> Assessment Abatement <input type="checkbox"/> ADA Improvements
<p>Homelessness</p> <ul style="list-style-type: none"> <input type="checkbox"/> Coordinated Access to Services & Shelter <input type="checkbox"/> Housing Stabilization <input type="checkbox"/> Emergency Shelter Operation 	<p>Neighborhood Revitalization</p> <ul style="list-style-type: none"> <input type="checkbox"/> Acquisition of Real Property <input type="checkbox"/> Clearance and Demolition <input type="checkbox"/> Clean-up of Contaminated Site
<p>Economic Development</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employment Training <input type="checkbox"/> Economic Development Assistance <input type="checkbox"/> Rehabilitation of Commercial/Industrial Buildings <input type="checkbox"/> Micro-Enterprise Assistance <input type="checkbox"/> Relocation 	<p>Planning and Administration</p> <ul style="list-style-type: none"> <input type="checkbox"/> Planning <input type="checkbox"/> Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? Yes No

Is this a time-specific project? Yes No

If this is a time-specific project, please note the start and end dates below:

Proposed Activity Start Date: 7/1/22

Proposed Activity Completion Date: 6/30/23

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|---|--|
| <input type="checkbox"/> Low/Mod Area Benefit | <input type="checkbox"/> Low/Mod Limited Clientele Benefit |
| <input checked="" type="checkbox"/> Low/Mod Housing Benefit | <input type="checkbox"/> Low/Mod Jobs Benefit |
| <input type="checkbox"/> Slum/Blight Area Benefit | <input type="checkbox"/> Slum/Blight Spot Benefit |
| <input type="checkbox"/> Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*

How many residents live in this area?

What is the percentage of low and moderate-income beneficiaries? %

How was this documented? HUD Data Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? **22** Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
Park Lane and Park Court; 5th and Ash St; 13th Street-Hillside Street-Lilac Court; Riverwood area.

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? People Households *(Please choose either People or Households for each project).*

How will income be verified?

- Income Verification Request Forms
- Eligibility Status for other Governmental Assistance program
- Self Certification *(Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)*
- Presumed benefit *(HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled persons, homeless persons, persons living with AIDS, migrant farm workers)*

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? Create Retain
For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? Yes No

What percent of permanent FTEs will be held by or available to low/mod income persons? %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot?
(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be?

If Slum/Blight Area, what percent of buildings are deteriorated? %

IV. Proposed Objectives and Outcomes

Indicate the proposed objective and outcome of the activity/project.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
Objective #1 Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating a suitable living environment	<input type="checkbox"/> Affordability for the purpose of creating a suitable living environment	<input type="checkbox"/> Sustainability for the purpose of creating a suitable living environment
Objective #2 Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing decent housing	<input type="checkbox"/> Affordability for the purpose of providing decent housing	<input type="checkbox"/> Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating economic opportunities	<input type="checkbox"/> Affordability for the purpose of creating economic opportunities	<input type="checkbox"/> Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- People _____
- Households _____
- Housing Units _____
- Public Facilities _____
- Jobs _____
- Businesses _____
- Organizations _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ 4,172,826

Total CDBG Request: \$ 73,612

CDBG Percent of Total Cost: 1.8%

Describe all other funding sources.

Source of Funds	Amount	Committed	Pending
City of Hastings Wastewater Fund	\$ 372,168	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City of Hastings Water Fund	\$ 577,084	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City of Hastings Bonded Debt (Net)	\$ 1,850,404	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Property Owner Assessments	\$1,077,010	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City Property Assessments	\$ 222,549	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CDBG Funding	\$73,612	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Total:	\$ 4,172,826	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please itemize project expenses, using the following guidance as applicable:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
City of Hastings Bonded Debt & Special Assessments – Street, Storm Sewer, and Streetscape	\$ 3,223,575	\$ 73,612	\$ 3,149,963
City of Hastings Water Fund – Water System Infrastructure Replacements	\$ 577,084	\$	\$ 577,084
City of Hastings Wastewater Fund – Sanitary Sewer Infrastructure	\$ 372,168	\$	\$ 372,168
	\$	\$	\$
	\$	\$	\$
Total:	\$4,172,826	\$ 73,612	\$ 4,100,215

* * * * *

*Please review each section for completeness.
Each activity should have separate Sections I through V.*

CDBG ELIGIBLE ACTIVITIES DEFINITIONS

The following are summary definitions of Community Development Block Grant Eligible Activities:

Please Note: Although an activity may be deemed eligible for CDBG funding, it does not guarantee funding. The Community Development Needs for the CDBG Program in the Consolidated Plan lists the priority of needs and dictates which types of eligible activities may be funded in a given year.

CDBG funds may NOT be used for costs attributable to a building used for the general conduct of government or used for political activities.

Acquisition/Disposition: The use of CDBG funds to acquire real property, in whole or in part, by purchase, long-term lease, donation, or otherwise, for any public purpose. Real property to be acquired may include: land, air rights, easements, water rights, right-of-ways, buildings and other property improvements, or other interests in real property.

Demolition/Clearance: Clearance, demolition, and removal of buildings and improvements including movement of structures to other sites.

Economic Development Activities: Economic development activities may include, but are not limited to: (1) Construction by the grantee or sub-recipient of a business incubator designed to provide inexpensive space and assistance to new firms to help them become viable businesses, (2) Loans to pay for the expansion of a factory or commercial business, and (3) Providing training needed by persons on welfare to enable them to qualify for jobs created by CDBG-assisted special economic development activities. The level of public benefit to be derived from the economic development activity must be appropriate given the amount of CDBG assistance.

Rehabilitation: Rehabilitation related activities may include single-family rehabilitation, multi-family rehabilitation, energy efficiency improvements, public housing modernization, and rehabilitation of commercial properties.

General Administration: CDBG funds may be used for the general administration costs incurred by a Subrecipient to administer their CDBG program. Administration costs directly associated with a CDBG activity should be part of the activity as project administration.

Relocation: CDBG funds may be used for relocation payments and assistance to displaced persons, including individuals, families, businesses, non-profits, and farms, where required under section 570.606 of the regulations (pursuant to the Uniform Relocation Act).

Public Facilities/Improvements: CDBG funds may be used by the grantee or other public or private nonprofit entities for the acquisition (including long term leases for periods of 15 years or more), construction, reconstruction, rehabilitation (including removal of architectural barriers to accessibility), or installation, of public improvements or facilities. Buildings for the general conduct of government cannot be acquired or improved with CDBG funds. This includes neighborhood facilities, firehouses, public schools, and libraries, as well as water and/or sewer treatment plants. The regulations further specify that facilities that are designed for use in providing shelter for persons having special needs are considered to be public facilities.

Public Services: CDBG funds may be used to provide public services (including labor, supplies, and materials), provided that each of the following criteria is met: 1) The public service must be either a new service or a quantifiable increase in the level of service; and 2) The amount of CDBG funds obligated within a program year to support public service activities under this category may not exceed 40% of the City's allocation and the total public services of all Subrecipients may not exceed 15% of the total grant awarded to Dakota County for that year.

Planning: Includes studies, analysis, data gathering, preparation of plans, and identification of actions that will implement plans. The types of plans which may be paid for with CDBG funds include, but are not limited to: Comprehensive plans; Individual project plans; Community development plans, Capital improvement programs; Small area and neighborhood plans; Environmental and historic preservation studies; and Functional plans (such as plans for housing, land use, energy conservation, or economic development).

Homeownership Assistance: Homeownership assistance activities may include financial assistance for down payments, closing costs or other part of the purchase process and counseling for pre-purchase, post-purchase or foreclosure prevention.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: January 3, 2022
Item: OSHA Vaccine and Testing Requirement

Council Actions Requested:

- Review and approve City of Hastings Vaccination, Testing, and Face Covering Policy
- Approve implementation of “wellness day” and stipend incentive for employee vaccinations.
- Authorize necessary expenditures to implement this policy, recognizing the need for a future budget amendment.

Background Information:

The federal Occupational Safety and Health Administration (OSHA) has published a COVID-19 Vaccination and Testing Emergency Temporary Standard (ETS). This ETS requires all employers with 100 or more employees (which includes the City of Hastings) to ensure their workforce is fully vaccinated or require those who remain unvaccinated to produce a negative test result on at least a weekly basis and be masked when working indoors.

The ETS had been delayed in the courts, but was cleared December 17, 2021. There is presently an appeal to the US Supreme Court, but at this time the ETS is the legal requirement. OSHA has indicated that it will not issue citations for noncompliance with any requirements of the ETS prior to January 10 and will issue no citations for noncompliance with the testing requirements prior to February 9, as long as we are exercising reasonable and good-faith efforts to come into compliance. MN-OSHA is expected to issue identical requirements by January 3.

Please note that the MN-OSHA or Supreme Court actions could change the requirements in the next few days, but under present law we need to have a vaccine/testing policy in place and begin good faith implementation by January 10. Regular testing procedures need to start by February 9.

Key features of the operational policy:

- We will not mandate that employees get vaccinated, instead emphasizing that employees have the option to either vaccinate or have weekly testing with a mask requirement.
- We will request vaccination status of all employees in the coming days. We have set up a portal on our Neo-gov system for employees to provide documentation. Employees who do not reply as fully vaccinated will be consider not vaccinated and subject to the weekly testing and mask requirements.
- The definition of fully vaccinated is 2 weeks since the second shot of Pfizer or Moderna or the shot of J&J.

- All medical information, including vaccination information and test results, will be treated in accordance with applicable laws and policies on confidentiality and privacy.
- Non-vaccinated employees will be required to be masked with limited exceptions. This is stricter than our requirement that employees be masked when they cannot consistently maintain social distancing.
- We will emphasize confidentiality and discretion in testing.
- Testing will be done in-person and administered by employee supervisors. This may change depending on MN-OSHA regulations, budget, or other practical options.
- Testing will be at City expense. This unknown cost (based on test cost, number of employees, and test frequency) will require a budget amendment. These costs are eligible for payment with the ARPA funds.
- The OSHA definition for employee is based on whether the person is compensated by the City. This includes part-time and seasonal employees. Volunteers (including Commission members) or “contract” employees are not included. It is presently unclear whether City Councilmembers are included. OSHA has said that state law would apply, and Minnesota allows cities to determine if their elected officials are employees for a variety of reasons. The City of Hastings Employee Handbook clearly states that elected officials are not covered by the policies of the Handbook. MN-OSHA regulations are anticipated by January 3 and may provide greater clarity regarding City Councilmembers.
- Vaccination Incentive: Because of the ongoing work and staff time that will be involved in weekly tests, the costs of the tests themselves, and to encourage employees to be vaccinated, we are recommending adoption of an incentive that would provide a paid “wellness day” for regular employees who are vaccinated and share that status with the City. This would be a full shift and would need to be scheduled according to existing procedures by the end of the year. It would not be paid out upon separation of employment. For paid-on-call and seasonal employees, who work flexible schedules, we instead recommend a stipend of \$100 for POC and for seasonal employees normally scheduled for over 20 hours per week and \$50 for seasonal employees normally scheduled for 20 or fewer hours per week.
- Our existing Minnesota-required COVID-19 Preparedness Plan is being updated for consistency with requirements of this policy, as well as updates to City and CDC procedures.
- Visitors, volunteers, and other non-employees are not subject to the requirements of this policy.

Financial Impact:

Based on number of employees, test costs, and test frequency, an undetermined budget amendment will be necessary to cover testing costs and incentive payments.

Committee Discussion:

Not applicable

Attachments:

City of Hastings Vaccination, Testing, and Face Covering Policy

City of Hastings Vaccination, Testing, and Face Covering Policy

Purpose:

Vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and in the nation as a whole. The City of Hastings encourages all employees to receive a COVID-19 vaccination to protect themselves and other employees. However, should an employee choose not to be vaccinated, this policy's sections on testing and face coverings will apply. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

Scope:

This COVID-19 Policy on vaccination, testing, and face covering use applies to all employees of the City of Hastings. [Pending MN-OSHA clarification, this will need description of City Council or other exceptions.]

All employees are encouraged to be fully vaccinated. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine with, if applicable, at least the minimum recommended interval between doses. For example, this includes two weeks after a second dose in a two-dose series, such as the Pfizer or Moderna vaccines, two weeks after a single-dose vaccine, such as Johnson & Johnson's vaccine, or two weeks after the second dose of any combination of two doses of different COVID-19 vaccines as part of one primary vaccination series. Employees who are not fully vaccinated will be required to provide proof of weekly COVID-19 testing and wear a face covering at the workplace.

All employees are required to report their vaccination status and, if vaccinated, provide proof of vaccination. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if not fully vaccinated, their testing results. Employees who do not report as fully vaccinated will be considered as not vaccinated under this policy.

Employees may request an exception from vaccination requirements (if applicable) if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by the employee.

Procedures:

Overview and General Information

Vaccination

Any City of Hastings employee that chooses to or is required to be vaccinated against COVID-19 must be fully vaccinated no later than February 9, 2022. Any employee not fully vaccinated by February 9, 2022 will be subject to the regular testing and face covering requirements of the policy.

To be fully vaccinated by February 9, 2022, an employee must:

- Obtain the first dose of a two dose vaccine no later than [Date]; and the second dose no later than January 26, 2022; or
- Obtain one dose of a single dose vaccine no later than January 26, 2022.

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine as stated above. An employee will be considered partially vaccinated if they have received only one dose of a two dose vaccine.

Testing and Face Coverings

All employees who are not fully vaccinated as of February 9, 2022 will be required to undergo regular COVID-19 testing and wear a face covering when in the workplace. Policies and procedures for testing and face coverings are described in the relevant sections of this policy.

Vaccination Status and Acceptable Forms of Proof of Vaccination

Vaccinated Employees

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination. Proof of vaccination status can be submitted via Neogov portal or the Human Resources Department.

Acceptable proof of vaccination status is:

1. The record of immunization from a health care provider or pharmacy;
2. A copy of the COVID-19 Vaccination Record Card;
3. A copy of medical records documenting the vaccination;
4. A copy of immunization records from a public health, state, or tribal immunization information system; or
5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

Proof of vaccination generally should include the employee's name, the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances the City of Hastings will still accept the state immunization record as acceptable proof of vaccination.

If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

"I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false

information regarding my vaccination status on this form may subject me to criminal penalties.”

An employee who attests to their vaccination status in this way should to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine.

A tracking list of employees and vaccination status as well as digital copies of proof of vaccination will be maintained the Human Resources Department. This documentation is considered private medical data.

All Employees

All employees, both vaccinated and unvaccinated, must inform the City of Hastings of their vaccination status. The following table outlines the requirements for submitting vaccination status documentation.

<i>Vaccination Status</i>	<i>Instructions</i>	<i>Deadline(s)</i>
<i>Employees who are fully vaccinated.</i>	<i>Submit proof of vaccination that indicates full vaccination.</i>	<i>2/1/2022</i>
<i>Employees who are partially vaccinated (i.e., one dose of a two dose vaccine series).</i>	<i>Submit proof of vaccination that indicates when the first dose of vaccination was received, followed by proof of the second dose when it is obtained.</i>	<i>2/1/2022</i>
<i>Employees who are not vaccinated.</i>	<i>Submit statement that you are unvaccinated, but are planning to receive a vaccination by the deadline.</i>	<i>2/1/2022</i>
	<i>Submit statement that you are unvaccinated and not planning to receive a vaccination.</i>	<i>2/1/2022</i>

Any employee who has not submitted proof of full vaccination will be considered as not vaccinated for purposes of this policy.

Supporting COVID-19 Vaccination

An employee may take up to four hours of paid time per dose to travel to the vaccination site, receive a vaccination, and return to work. This would mean a maximum of eight hours of paid time for employees receiving two doses. If an employee spends less time getting the vaccine, only the necessary amount of paid time will be granted. Employees who take longer than four hours to get the vaccine must send their department head an email documenting the reason for the additional time (e.g., they may need to travel long distances to get the vaccine). Any additional time requested will be granted, if reasonable. If an employee is vaccinated outside of their approved duty time they will not be compensated.

Employees may utilize up to two workdays of emergency sick leave or sick leave immediately following each dose if they have side effects from the COVID-19 vaccination that prevent them from working. Employees who have no sick leave will be granted up to two days of additional sick leave immediately following each dose if necessary.

- **Employee Vaccination Incentive:** Because of the ongoing work and staff time that will be involved in weekly tests, the costs of the tests themselves, and to encourage employees to be vaccinated, the City of Hastings will provide a paid “wellness day” for regular employees who are vaccinated and share that status with the City. This would be a full shift and would need to be scheduled according to existing procedures by the end of the year. It would not be paid out upon separation of employment. For paid-on-call and seasonal employees, who work flexible schedules, the City of Hastings will instead provide a stipend of \$100 for POC and for seasonal employees normally scheduled for over 20 hours per week and \$50 for seasonal employees normally scheduled for 20 or fewer hours per week.

Employee Notification of COVID-19 and Removal from the Workplace

The City of Hastings *requires employees to promptly notify their supervisor or Department Head when they have tested positive for COVID-19 or have been diagnosed with COVID-19 by a licensed healthcare provider. Employees will follow work rules for call-in procedures.*

Employees who test positive for or are diagnosed with COVID-19 will be able to use available leave including, emergency sick leave, sick leave, vacation leave, compensatory time, and floating holidays. All procedures governing various leave options remain in effect, and the employee must continue to follow normal leave notification procedures established by the Employee Handbook or collective bargaining agreement.

Medical Removal from the Workplace

The City of Hastings *has also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances.*

An employee who comes to work ill, exhibiting flu-like symptoms, or tests positive for COVID-19 will be immediately separated from other employees and will be sent home or to seek medical care, as appropriate. If an employee exhibits flu-like symptoms or tests positive for COVID-19 while at work, areas visited by the ill person will be closed until cleaned and disinfected. Cleaning and disinfection will include all areas used by the ill person, such as offices, bathrooms, and common areas. Cleaning and disinfection will focus especially on frequently touched surfaces. Please see “COVID-19 Preparedness Plan for City of Hastings” for additional information.

Return to Work Criteria

For any employee removed because they are COVID-19 positive, the City of Hastings will keep them removed from the workplace until:

- *The employee receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing, or*
- *The employee meets the return to work criteria in CDC’s “Isolation Guidance,” or*
- *The employee receives a recommendation to return to work from a licensed healthcare provider.*

As of December 30, 2021, the CDC's "Isolation Guidance," asymptomatic employees may return to work once 5 days have passed since the positive test, and symptomatic employees may return to work after all the following are true:

- At least 10 days have passed since symptoms first appeared, and
- At least 24 hours have passed with no fever without fever-reducing medication, and
- Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation).

If an employee has severe COVID-19 or an immune disease, the City of Hastings will follow the guidance of a licensed healthcare provider regarding return to work.

COVID-19 Testing

[Pending MN-OSHA clarification, this section may need to be revised.]

All employees who are not fully vaccinated will be required to comply with this policy for testing.

Employees who report to the workplace at least once every seven days:

(A) must be tested for COVID-19 at least once every seven days; and

(B) must provide documentation of the most recent COVID-19 test result to [the supervisor] no later than the seventh day following the date on which the employee last provided a test result.

Any employee who does not report to the workplace during a period of seven or more days (e.g., if they were teleworking for two weeks prior to reporting to the workplace):

(A) must be tested for COVID-19 within seven days prior to returning to the workplace; and

(B) must provide documentation of that test result to [the supervisor] upon return to the workplace.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be removed from the workplace until they provide a test result.

Employees who have received a positive COVID-19 test, or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.

The City of Hastings will pay for and provide rapid tests. Testing will be done in person and administered by an employee's supervisor or Department Head. To the extent feasible, testing will maintain employee confidentiality. Test results are considered private medical information.

Face Coverings

The City of Hastings will require all employees who are not fully vaccinated to wear a face covering. Face coverings must: (i) completely cover the nose and mouth; (ii) be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source); (iii) be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers; (iv) fit snugly

over the nose, mouth, and chin with no large gaps on the outside of the face; and (v) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented, along with the other provisions required by OSHA's COVID-19 Vaccination and Testing ETS, as part of a multi-layered infection control approach for unvaccinated workers.

An employee may use a face covering they have purchased or one supplied by the City of Hastings.

The following are exceptions to the City of Hastings's requirements for face coverings:

- 1. When an employee is alone in a room with floor to ceiling walls and a closed door.*
- 2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.*
- 3. When an employee is wearing a respirator or facemask.*
- 4. Where the City of Hastings has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).*

New Hires:

All new employees are required to comply with the vaccination, testing, and face covering requirements outlined in this policy as soon as practicable and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment. New employees will be considered not vaccinated and subject to testing and face covering requirements until they have submitted documentation as fully vaccinated.

Confidentiality and Privacy:

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

Questions:

Please direct any questions regarding this policy to Assistant City Administrator Kelly Murtaugh.

This model plan is intended to provide information about OSHA's COVID-19 Emergency Temporary Standard. The Occupational Safety and Health Act requires employers to comply with safety and health standards promulgated by OSHA or by a state with an OSHA-approved state plan. However, this model plan is not itself a standard or regulation, and it creates no new legal obligations.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: January 3, 2022
Item: Community Investment Fund

Council Action Requested:

Review and approve implementation of Community Investment Fund.

Background Information:

The City has created a new Community Investment Fund to encourage and support community partnerships and community-driven projects. The approved 2022 Budget includes \$100K for implementation of the CIF.

The Management Team met December 15, 2021 and the Finance Committee met December 21, 2021 to review and comment on the draft Program Information, Guidelines, and Application. The attached draft reflects comments from those two meetings. With this being the first year of a new program, it should be considered a pilot program, with opportunity to learn and adjust for the future.

I expect that we will schedule a kick-off meeting in mid January to invite likely applicant organizations for an overview of the CIF as well as opportunity for feedback about the process.

Several key features of the program:

- Emphasis is on community partnerships and community-driven projects
- The opening date for project proposals is March 31, after that date proposals will be considered on an open timeline as long as money is available
- Proposals would be reviewed by the Finance Committee, as well as applicable Commissions, with the City Council making final funding decisions
- Projects need to be located on City property
- CIF dollars will be handled by the City according to City purchasing and financial policies

- Matching dollars are not required, but would help an application
- Applicants are encouraged but not required to consult with City staff prior to application
- Projects would need to be completed by end of 2023

Financial Impact:

\$100K, budgeted

Committee Discussion:

Finance Committee (Vaughan*, Folch, and Fox) met December 21, 2021

Attachments:

Community Investment Fund: Program Information, Guidelines, and Application Instructions



Community Investment Fund

City of Hastings

PROGRAM INFORMATION, GUIDELINES AND APPLICATION INSTRUCTIONS

Contact:

Parks & Recreation Director Chris Jenkins

651-480-6175

cjenkins@hastingsmn.gov

HASTINGS

COMMUNITY INVESTMENT FUND

PROGRAM INFORMATION, GUIDELINES AND APPLICATION INSTRUCTIONS

SECTION 1: GENERAL PROVISIONS

A. Purpose

This is about community partnership. The City will award use the Community Investment Fund (CIF) to create vibrant, community-supported, public projects. Vibrant projects contribute to a strong quality of life, sense of place, and Hastings' identity. Community-supported projects demonstrate public awareness, civic engagement, and/or local momentum. Public projects are open and available for public use and enjoyment.

B. Funding Amount

The City of Hastings has budgeted \$100,000 for this program in 2022. Applications will be accepted on an ongoing basis. First review will be March 31, 2022. After March 31, applications will be reviewed on a first-come basis to the extent funds remain available. There is not a maximum grant award; however, the City may limit grants in order to fund multiple project applications. Matching dollars are not required by the CIF program but will help demonstrate community support, as well as help the CIF funds go further to partner with multiple projects. The City may carry-over any unused CIF funds to the following year, and the City may budget additional funding to the CIF.

SECTION 2: ELIGIBILITY CONSIDERATIONS

A. Location

Eligibility for the Community Investment Fund is for projects within Hastings city limits.

B. Eligible Projects

Projects should be community-supported public amenities. Examples include (but not limited to):

- a. Streetscape beautification and walkability.
- b. Enhancements to parks or athletic facilities.
- c. Trails and non-motorized infrastructure.
- d. Public art.
- e. Improved access to public amenities.
- f. Tourism amenities.
- g. Historic preservation or commemoration.
- h. Studies to investigate otherwise eligible projects.
- i. Seed funding for pilot projects.

C. Ineligible Projects

Examples of ineligible projects:

1. Projects not located within Hastings city limits.
2. Projects that won't be completed by December 31, 2023.
3. Direct support of a private business.
4. Ongoing operating expenses.
5. Expenses incurred prior to application/approval.

SECTION 3: APPLICATION PROCEDURES

Applications will be accepted on an ongoing basis. First review will be March 31, 2022. After March 31, applications will be reviewed on a first-come basis to the extent funds remain available. Only one application may be submitted per organization. Incomplete applications will not be accepted.

A. Preliminary Meeting

Prior to submission of an application, the potential applicant is encouraged to meet with City staff to discuss the proposed project and CIF requirements. Contact Parks & Recreation Director Chris Jenkins with questions (651-480-6175 or cjenkins@hastingsmn.gov).

B. Application Format

Applicants shall submit a CIF application package consisting of the following:

- a. Completed CIF Application form, including any supplementary information.
- b. Documentation of community engagement or support (such as surveys, letters of support, or funding commitments).

C. Application Submittal

The completed application and all required attachments shall be submitted electronically to:
Parks & Recreation Director Chris Jenkins
cjenkins@hastingsmn.gov

SECTION 4: REVIEW PROCESS

A. Review and Recommendation

City staff shall the review the application for completeness and verification that the proposed project meets the standards and eligibility requirements of the program. Incomplete or ineligible applications will be denied, and the applicant will be notified.

Once an application is deemed complete, staff will schedule the grant application for review by the Finance Committee of the Council. Depending on the nature of the proposed project, other City commissions may also review. For example, the Parks Commission may review proposals for park or athletic facilities. Applicants are encouraged to attend the meeting(s) to provide additional information and/or answer any questions by committee members.

B. Evaluation Criteria

The Finance Committee will consider the following criteria in its review:

- **Defined and focused project** – Has the project been thought-through and ready to proceed? Is the application complete?
- **Impact on community** – How would the project contribute to a strong quality of life, sense of place, and/or Hastings' identity?
- **Demonstrated community engagement and support** – What public awareness, civic engagement, and/or local momentum does the project have? This may include letters of support and may include financial or in-kind commitments. Matching dollars are not required by the CIF program but will help demonstrate community support.
- **Partnership** – Does the project strengthen community collaboration and partnership?
- **Budget** – Is the project's budget thought-through and realistic?
- **Ongoing operation/maintenance** – Have ongoing operation and maintenance costs been reasonably estimated?
- **Timeline** – Is the project's timeline realistic, including significant milestones and completion date (no later than December 31, 2023)?
- **Project location** – The project must be located within Hastings city limits and must be located for public use and enjoyment.
- **City Compliance** – The project must follow City codes and obtain city permits before commencement of work and disbursement of funds.

C. Formal Review

The City Council will consider the project application with recommendations from the Finance Committee of the Council and any City commissions. The City Council will decide funding awards and grant agreement, as well as siting on City property or ongoing ownership and responsibility by the City. Applicants are encouraged to attend the meeting(s) to provide additional information and/or answer any questions.

SECTION 5: DISTRIBUTION OF FUNDS TO APPROVED APPLICANTS

A. Evidence of Expenditures and Disbursement of Funds

The City intends project funding and management to be by the City, meaning CIF funds and any matching dollars to be coordinated and disbursed through the City. Disbursement details will be included in the grant agreement.

**CITY OF HASTINGS
COMMUNITY INVESTMENT FUND APPLICATION**

SECTION 1: PROJECT CONTACT INFORMATION

Applicant Organization Name: _____

Address: _____

City / State / Zip: _____

Primary Contact Person (name and title): _____

Primary Contact Phone: _____

Primary Contact Email: _____

SECTION 2: PROPERTY INFORMATION

Project Site Address: _____

SECTION 3: PROJECT BUDGET

CIF Funds Requested: \$ _____

Matching Contribution (if in-kind, please describe): \$ _____

Total Project Costs: \$ _____

Please provide a project budget, including all sources and uses. Letters of support or funding commitments may be used to supplement the application.

Please identify future (5 to 10 years) operation and maintenance expenses and who will be responsible for these costs.

SECTION 4: PROJECT DESCRIPTION – please provide a narrative proposal that answers the following questions in this order.

Please provide a brief summary of the proposed project, including its impact on the community.

Please describe the project’s community engagement and support. Surveys, letters of support, or funding commitments may be used to supplement the application.

Please provide a brief summary of the proposed project implementation, including timeline and milestones.

Please describe the need for and impact of CIF funds.

SECTION 5: AGREEMENT

I/We certify that all information provided in this application (and its attachments) is true and correct to the best of my/our knowledge. I/We agree to provide any addition information as may be requested by the City of Hastings.

APPLICATION SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

SECTION 6: NOTICES OF DATA PRACTICES

Notice of Data Practices

*THE MINNESOTA DATA PRACTICES ACT requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not to the public. We are requesting this data to determine your eligibility for CIF funding through the City of Hastings. Providing the data may disclose information that could cause your application to be denied. You are not legally required to provide the data; however, refusing to supply the data may cause your application not to be processed. Your signature on this application indicates you understand these rights. Your address and telephone number will be considered public data unless you request this information to be private and provide an alternate address and telephone number. **Please sign below to indicate you have read this notice:***

Signature _____ Date _____

I request that my address and telephone number be considered private data. My alternative business address and telephone number are as follows:

Address _____ Phone Number _____

DRAFT



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: January 3, 2022
Item: Arts Task Force and City Council Liaison

Council Action Requested:

Consider naming a City Council Liaison to the Arts Task Force.

Background Information:

Following public encouragement for an Arts Commission, the Planning Committee of Council recommended reinvigorating the Arts Task Force, with possible membership expansion, to define the future objectives or mission of the group. The Arts Task Force would also create a short-term workplan and make recommendations to Council on possible needed structure changes (such as transitioning into a commission) going forward. The City Council approved reinstating the Arts Task Force on October 18, 2021.

18 applications were received for the Task Force, interviews have been conducted, and appointments of 8 individuals are on the City Council's January 3 consent agenda. I anticipate a mid/late January kick-off meeting with the new Task Force to outline:

- Open Meeting Act, including posting meetings, caution against discussing policy by email, and providing recap notes
- Directive to recommend commission, task force, non-City organization, or other options for long-term support for public arts, including pros and cons of each
- Directive to recommend future objectives and mission to support public arts
- Directive to recommend near-term work plan (6 to 18 months) to support public arts
- Expectations for periodic updates to City Council, including specific check-in points

With present projects and workloads, City staff are currently unavailable to adequately support the Task Force. In order to help set the Task Force up for success, it may warrant naming a City Council Liaison to guide and assist. Councilmember Folch has offered to serve as Liaison.

Financial Impact:

Not applicable

Committee Discussion:

Planning Committee (Folch*, Leifeld, and Vaughan) met October 14, 2021 and recommended reinstating the Arts Task Force to advise the City Council on long-term support for public arts. The City Council approved reinstating the Arts Task Force on October 18, 2021.

Attachments:

Not applicable