

**CITY OF HASTINGS  
CITY COUNCIL AGENDA**

**Monday, June 26, 2023**

**7:00 p.m.**

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

**Recognition of Outgoing Commissioner – Victoria Baukol, PSAC**

**Proclamation: Parks and Recreation Month**

- V. APPROVAL OF MINUTES**  
Approve Minutes of the City Council regular meeting on June 5, 2023.
- 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: Accept Donation to the Hastings Fire Department from Ray Kieffer on Behalf of Richard Kieffer
- 3. Resolution: Approve One-Day Temporary Liquor License and One-Day Charitable Gambling Request for the Hastings Fire Department Relief Association – 82<sup>nd</sup> Annual Booya
- 4. Resolution: Approve Temporary Gambling Permit for Carpenter St. Croix Valley Nature Center
- 5. Resolution: Approve Tobacco License Renewals for the 2023 – 2024 Licensing Period
- 6. Resolution: Approve New Massage Therapist License Application for Jennifer Garlough
- 7. Approve Liquor License Amendment for Pizza on 50<sup>th</sup> & France dba Carbone’s Pizza of Hastings, 1290 N. Frontage Road
- 8. Resolution: Approve Liquor License Renewal for Rehoboth, Inc. dba Bimi Thai Restaurant and El Original Mexican Restaurant LLC
- 9. Resolution: Approve New Liquor License for Confluence Developments LLC dba The Confluence Hotel and Missi’s Sip & Savor
- 10. Authorize Signature: Joint Powers Agreement - State of Minnesota School Inspections
- 11. Declare Surplus Property and Authorize for Public Sale – Facilities
- 12. Approve Pay Estimate No. 1 for the 2023 Neighborhood Infrastructure Improvements Project – BCM Construction, Inc. (\$412,385.00)
- 13. Approve Pay Estimate No. 1 for the 2023 Mill & Overlay Program – Park Construction (\$214,934.94)
- 14. Approve Pay Estimate No. 2 (Final) for the Downtown Tree Grate Replacement Project – JL Theis, Inc. (\$19,098.43)

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

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

1. Presentation and Approval of 2022 Comprehensive Financial Report
2. New Massage Establishment: Vue Beauty Studio (112 2<sup>nd</sup> Street East)
  - a. Public Hearing
  - b. Resolution
3. Award Contract: Energy Savings Contract – Apex Facility Solutions, LLC
4. Vacation of Easement – Leifeld (1801 Chantrey Trail)
  - a. Public Hearing
  - b. Resolution
5. Authorize Signature: Building Inspection Services – Dunn Solutions

**REPORTS FROM CITY STAFF**

**X.** *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**

1. Lake Rebecca Park Redevelopment Project Management

**C. Community Development**

1. Park Dedication Fees:
  - a. 1<sup>st</sup> Reading/Order Public Hearing: Amend City Code Chapter 154 – Subdivision Ordinance
  - b. 1<sup>st</sup> Reading/Order Public Hearing: Amend City Code Chapter 34 – Fee Schedule
2. Resolution: Site Plan – Dakota County Law Enforcement Expansion (1580 Highway 55)
3. Resolution: Site Plan – Regina Assisted Living Expansion (1008 1<sup>st</sup> Street W)
4. Resolution: Property Sale – NW Corner of Spiral Blvd. and Glendale Rd.
5. Resolution: Original Hastings Design Standards Review – Home Addition (200 Maple Street)

**D. Public Safety**

**E. Administration**

**UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

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

**XIII. ADJOURNMENT**

**XIV. Next Regular City Council Meeting: Monday, July 17, 2023 7:00 p.m.**



## **Proclamation**

### **Declaring July 2023 as Parks and Recreation Month**

#### **In the City of Hastings, MN**

**WHEREAS**, parks and recreation are an integral part of communities throughout this country, including the City of Hastings; and

**WHEREAS**, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS**, parks and recreation encourage physical activities by providing space for popular sports, and hiking trails, and many other activities designed to promote active lifestyles; and

**WHEREAS**, parks and recreation staff members maintain nearly 30 miles of trails and 37 parks for our community, along with the Hastings Civic Center, Hastings Family Aquatic Center, fields, courts and playgrounds; and

**WHEREAS**, parks and recreation programming and education activities, such as youth and adult athletic leagues, provide opportunities to engage with others in the community; and

**WHEREAS**, parks and recreation provide numerous entertainment options that take advantage of our natural amenities and support tourism through the use of Levee Park and other parks; and

**WHEREAS**, parks and recreation take care of the trees in our city and work to ensure the ecological beauty of our community; and

**WHEREAS**, each July the City celebrates National Parks and Recreation Month with a Party in the Park, which will be held this year on July 11 at Levee Park; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, the City of Hastings recognizes the benefits derived from parks and recreation resources; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Mayor Mary Fasbender and the Hastings City Council hereby declare the month of July 2023 as Parks and Recreation Month in the City of Hastings.

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Mary D. Fasbender, Mayor

**Hastings, Minnesota**  
**City Council Meeting Minutes**  
**June 5, 2023**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, June 5, 2023 at 7:03 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4<sup>th</sup> Street, Hastings, Minnesota.

**Members Present:** Mayor Fasbender, Councilmembers Folch, Fox, Haus, Leifeld, and Pemble

**Members Absent:** Councilmember Lund

**Staff Present:** City Administrator Dan Wietecha  
Assistant City Administrator Kelly Murtaugh  
City Attorney Kori Land  
Police Chief David Wilske  
Public Works Director Ryan Stempski  
Parks and Recreation Director Chris Jenkins  
Community Development Director John Hinzman

**Promotions**

Lady Jones  
Alana Siebenaler

**New Employees**

Maddie Swanson  
Alex Menke  
Tanya Edmison  
Sean Glancey  
Karter Gorney

**Proclamation:** LGBTQ+ Pride Month

**Proclamation:** Make Music Day

**Approval of Minutes**

Mayor Fasbender asked if there were any additions or corrections to the minutes of the workshop and regular City Council meeting on May 15, 2023.

Minutes were approved as presented.

**Comments from the Audience**

Morgan Smith, 416 7<sup>th</sup> Street West, addressed Council about the proposed moratorium on cannabis proposed for first reading this evening. She indicated that it would be harmful to new and existing businesses to wait. Her business cannot compete if a moratorium is in place.

**Consent Agenda**

Councilmember Leifeld motioned to approve the Consent Agenda as presented, seconded by Councilmember Pemble.

6 Ayes, 0 Nays

1. Pay Bills as Audited
2. Resolution No. 06-01-23: Accept Donation to the Parks and Recreation Department from the Bane Family for a Memorial Bench
3. Resolution No. 06-02-23: Accept Donation to the Hastings Fire Department from Judd and Jeanne Watson
4. Resolution No. 06-03-23: 15
5. Special Event Designation – Hastings Golf Club – 4<sup>th</sup> of July Parade & Fireworks
6. Resolution No. 06-04-23: Special Event Designation & Temporary Liquor License – Rivertown Days
7. Resolution No. 06-05-23: Special Event Designation & Temporary Liquor License – Rivertown Live
8. Special Event Designation – Gobble Gait
9. Approve Amendment to Agreement for Professional Services with Expert Billing LLC
10. 2<sup>nd</sup> Reading Ordinance Amendment: Chapter 30.07 - Public Safety Advisory Commission
11. Authorize Signature: Joint Powers Agreement - State of Minnesota Hotel Inspections
12. Resolution No. 06-06-23: Limited Use Permit with MnDOT for Trail Maintenance and Operation
13. Amend City Debt Policy
14. Authorize Signature: LOGIS Fiber Management Services Agreement
15. Memorandum of Agreement: Century College

### **Resolution No. 06-07-23: Issuance and Sale of GO Bonds, Series 2023A**

Tammy Omdal, Northland Securities, provided an overview of the request. The City has initiated proceedings to sell general obligation bonds to finance the 2023 Neighborhood Project. A portion of the bonds would be repaid through special assessments on benefitting properties. The City has retained financial advisor Northland Securities to assist in the bond sale which is scheduled for June 5<sup>th</sup>. The City went through the rating process for the sale of bonds and received a rating of AA+ (an increase of prior year rating of AA). City financial management and economic factors have influenced the rating.

Council expressed appreciation for the good news.

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

### **Public Hearing: Sale of Property – Spiral Blvd. & Glendale Rd.**

Hinzman provided an overview of the sale of property. The City owns approximately 20 acres located West of Glendale Road of which 3.42 acre is located North and West of Spiral Blvd. Hinzman shared anticipated plans by Northern State Services to split a previous acquisition directly north of the proposed sale into two lots for residential homes. Hinzman provided background information on the 3.42 acres proposed for sale and reviewed the purchase offer.

Public Hearing opened at: 7:32 p.m.

Public Hearing closed at: 7:33 p.m.

### **Resolution No. 06-08-23: Award Contract for the 2023 Sanitary Sewer Lining Program**

Stempski provided an overview of the request to adopt the resolution to award a contract to the 2023 Sanitary Sewer Lining Program project. Stempski reviewed four bids the City received for this project on April 13, 2023. The bids came in a bit higher than anticipated. Stempski confirmed qualifications of Musson Brothers, Inc. on sewer lining projects in the industry and recommends that City Council awards the contract to Musson Brothers, Inc., in the amount of \$559,602.50.

No Council discussion.

Councilmember Haus motioned to approve as presented, seconded by Councilmember Pemble.  
6 Ayes, 0 Nays.

### **Resolution No. 06-09-23: Award Contract for the Roadside Park Tennis and Pickleball Court Reconstruction Project**

Jenkins provided an overview of the request to adopt the resolution to award a contract to the Roadside Tennis and Pickleball Court Reconstruction Project. Jenkins shared six companies provided bids. Jenkins indicated that this is not a budgeted expense, but City Council has provided support to complete the project with the intent to utilize Park Dedication Funds. Staff recommends accepting the lowest bid and awarding the reconstruction project contract to Bituminous Roadways, Inc., in the amount of \$393,333.00.

Council discussion on support for the reconstruction and the opportunity it brings to the community. Council indicated this was originally proposed as a Community Investment Project which has gained interest even in the last year.

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

### **Highway 61: MNDOT Presentation & Resolution No. 06-10-23: TH 61 Pre-Scoping Assessment and Resolution of Support for the Project**

Bryant Ficek, from MnDOT, reminded Council of the Highway 61 Study area. It complements the work that the City has already done through the People Movement Plan, the Comprehensive Plan, and the Vermillion Street Corridor Plans. The City and MnDOT have been working through a Highway 61 Pre-Scoping Assessment since March of 2022. The study has included a focus on engagement with the public which resulted in the predominant concerns expressed: safety, mobility, access, vehicle speeds, and pedestrian facilities. Ficek reviewed proposed changes that were recommended as a direct result of conversations with businesses and residents. The planning phase is nearly complete. The next phase is to prepare to seek funding for the project from different possible sources.

Council expressed appreciation for the presentation and the engagement with the business community. Council asked for clarification on the 18<sup>th</sup> Street and 21<sup>st</sup> Street intersection plans. Council expressed concern regarding the homes that would be displaced by the full-sized roundabout at TH 61/Hwy 316 as well as speed control coming from the South. Ficek shared that predicted design developments would indicate to motorists that they are entering into a different area and encourage a reduction in speed. Council shared resident concerns for travel patterns on 9<sup>th</sup> Street. Council discussion on the Todd Field wall and how it may be recreated to accommodate a sidewalk and turn lane as well as right-of-way clarification. City

Administrator Wietecha indicated that the Arts & Culture Commission has an interest in participating in the ongoing design process as early as possible.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Pemble.  
6 Ayes, 0 Nays.

### **Veterans Athletic Complex and Hastings Civic Arena Planning Studies**

Jenkins provided an overview of the request to support and approve two planning processes: (1) for the development of both an expansion and redevelopment of Vet's Athletic Complex (2023), and (2) Vision Planning for renovations and updating the Hastings Civic Arena (2024). Jenkins provided background information on discussions at recent meetings which these topics have risen to the top of the priority list with the strong desire to strategically complete the processes. Staff is seeking Council direction and suggestion of multiple options to begin planning efforts for both the Vet's Athletic Complex and the Hastings Civic Arena, working with ISG.

Council discussion on needs assessment, key stakeholder involvement, and timing of individual projects. It was recommended to move the Civic Arena planning project before Veterans Athletic Complex. Council discussion on the need to study those properties to determine their futures.

Councilmember Folch motioned to approve the project for the Civic Arena in 2023 and the Veterans Athletic Complex in 2024, seconded by Councilmember Fox.  
5 Ayes, 1 Nay (Pemble)

### **Resolution No. 06-11-23: Transfer Property – Industrial Park – HEDRA (3000 Lightbourn Court)**

Hinzman provided an overview of the request to transfer a vacant one-acre parcel located at 3000 Lightbourn Court to the Hastings Economic Development and Redevelopment Authority (HEDRA). HEDRA is working with Mr. Gregg Lowe on the sale and development of a 6,000 s.f. automobile repair facility on the site. HEDRA has scheduled a public hearing on June 15<sup>th</sup> to consider the sale to Mr. Lowe and to authorize signature of a development agreement. HEDRA reviewed the concept plan and sales terms at a previous meeting and expressed support. The sale of the property will generate \$93,654 in revenue.

No Council discussion.

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

### **Resolutions: State Bonding**

**No. 06-12-23: Civic Arena Refrigeration and Roof**

**No. 06-13-23: PFAS Treatment and Raw Water Piping**

**No. 06-14-23: Highway 61 Improvements**

City Administrator Wietecha provided an overview of the State Bonding Requests. The process is underway for cities and other local governments to have projects considered to be part of the proposed 2024 Capital Budget for the State of Minnesota. The deadline for local governments to submit their project information is June 16<sup>th</sup>. Wietecha reviewed the three projects: the Civic Arena project would propose a 50% match; the PFAS treatment would seek full funding; the Hwy 61 Improvements would assist with the future project. These projects are also identified in the Capital Improvement Plan.

Council discussion on the importance of applying for state funds for these projects.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Haus.  
6 Ayes, 0 Nays.

### **Interim Ordinance on Cannabis and Cannabinoids**

Wietecha referenced recent State action legalizing adult-use marijuana, with a very lengthy law. This is the first reading of the proposed interim ordinance and request to schedule a public hearing at the June 26, 2023 City Council meeting. Following extended review and discussion, the City Council adopted zoning and licensing ordinance related to cannabis and hemp businesses on April 3, 2023. Wietecha indicated the new law is very complex and staff is recommending an interim ordinance to review the new legislation, impacts of the new law, and make necessary changes to the current ordinances.

Council discussion on the recommendation to put a six-month moratorium in place. Council indicated the City is in the same position as other cities, sharing that putting a moratorium in place may harm local businesses. Council discussion on new laws versus our current ordinance and where the City is at in the process. Attorney Land indicated that current licensing ordinance needs to be revisited as statute does not allow local licensing, only registration. Land shared a moratorium will help provide ample time to allow the City to make necessary amendments to our current ordinance. Wietecha indicated the moratorium will not prolong the study of current ordinances. Council expressed concern for the negative impact a moratorium may have and asked about next steps following adoption. Land indicated regardless of the vote, the work will still be done because our ordinances are in direct conflict with state law.

### **Resolution No. 06-15-23: Approve Liquor License Renewal for Spiral Brewery for the 2023 – 2024 Licensing Period**

Wietecha indicated that this is typically on the Consent Agenda, but a Councilmember is an owner of the establishment and abstains from the vote.

No Council discussion.

Councilmember Folch motioned to approve as presented, seconded by Councilmember Haus.  
5 Ayes, 0 Nays, 1 Abstain (Fox).

### **Announcements**

- Tomorrow Tuesday, June 6, join us for the Summer Kick-Off to our 2023 Levee Park Events – live Congo music, raptor show with Carpenter Nature Center, bounce house, climbing wall, face painting, caricature artist, balloon artist, and more. All ages are welcome to this free event.
- City Offices will be closed Monday, June 19, in observance of Juneteenth.
- Summer Rec Programs at Levee Park...
  - Thursday, June 8, Music in the Park with “The 22<sup>nd</sup> Row – Tribute to Elton John.” Supported by the Ruth and George Doffing Charitable Fund.
  - Wednesday, June 14, Storytime in the Park is “Colors.” Recommended for ages 7 and under. A partnership with Pleasant Hill Library.

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- Thursday, June 15, Music in the Park with “Capital Sons.” Supported by the Ruth and George Doffing Charitable Fund.
- Friday, June 16, Movies in the Park with “Minions – Rise of Gru.” Sponsored by Ardent Mills.
- Monday, June 12, Pleasant Hill Library hosts a Summer Discovery Kick-off Party to celebrate the start of summer reading with ice cream and activities. Learn about honeybees in the pollinator garden and enjoy music by the Steel Drum Band.
- The City’s Parks & Recreation and Police Departments are partnering with Hastings Prescott Area Arts Council to serve up fun for youth in Hastings. The Rec + Art + Police program will offer free activities, treats, and giveaways this summer. The first event is Wednesday, June 14, from 1 to 2 pm at Levee Park with a mural, DJ, and contests. Recommended for elementary and middle schoolers. Supported by SC Toys, Country Financial, Hastings Lions Club, Hastings Family Service, and Community Ed.
- Makers Alleyway Market will be in Levee Park on Thursday, June 15. Support area makers and artisans within our historic downtown and riverfront park by shopping at the markets.
- Wednesday, June 21, is Make Music Day with 17 performers over 12 hours at 4 locations. Bring a blanket or chair to enjoy live music from talented musicians in Hastings parks.

### Meetings

- Finance Committee Meeting on Monday, June 12, 2023 at 7:00 p.m.
- Planning Commission Meeting on Monday, June 12, 2023 at 7:00 p.m.
- Arts & Culture Commission Meeting on Wednesday, June 14, 2023 at 6:00 p.m.
- HEDRA Meeting on Thursday, June 15, 2023 at 6:00 p.m.
- Heritage Preservation Commission Meeting on Tuesday, June 20, 2023 at 7:00 p.m.
- Parks and Recreation Commission Meeting on Wednesday, June 21, 2023 at 6:00 p.m.
- City Council Workshop – 2024 Budget on Monday June 26, 2023 at 5:30 p.m.
- City Council Regular Meeting on Monday, June 26, 2023 at 7:00 p.m.
- Planning Commission Meeting on Monday, June 26, 2023 at 7:00 p.m. - Cancelled

Councilmember Pemble motioned to adjourn the meeting at 9:17 PM, seconded by Councilmember Leifeld. Ayes 6; Nays 0.

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Kelly Murtaugh, City Clerk

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Mary D. Fasbender, Mayor



**City Council Memorandum**

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

**From:** Connie Lang – Accountant

**Date:** 06/22/2023

**Item:** Disbursements

**Council Action Requested:**

Staff requests:

Council review of May 2023 CenterPoint, Xcel, Wex, Health Insurance payments.

Council review of weekly routine disbursements issued 06/13/2023 & 06/20/2023.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 06/27/2023.

**Background Information:**

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

**Financial Impact:**

May 2023 Centerpoint Payment	\$	20,011.66
May 2023 Xcel Payment	\$	45,386.24
May 2023 Wex Admin Fee Payment	\$	286.00
May 2023 Health Ins Payment	\$	170,333.72
Disbursement Checks & EFT on 06/13/2023	\$	354,640.63
Disbursement Checks & EFT on 06/20/2023	\$	614,308.48
Disbursement Checks, Hedra & EFT to be issued on 06/27/2023	\$	539,473.13

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** • Disbursement Reports

**CENTERPOINT PAYMENTS****May-23**

<b>Department</b>	<b>Account</b>	<b>Amount</b>
Police	101-140-1403-6345	77.42
City Hall	101-140-1404-6345	3,379.89
City Storage	101-140-1407-6345	1,134.81
Alt Learning Ctr	101-401-4143-6345	364.55
Parks	200-401-4440-6345	532.88
Jt Maint	200-401-4447-6345	1,893.20
Pool	201-401-4240-6345	194.85
Fire	213-210-2100-6345	2,120.85
Le Duc	220-450-4160-6345	1,067.07
Water	600-300-3300-6345	1,578.24
Water	600-300-3302-6345	581.25
Garage	601-300-3400-6345	1,227.91
Arena	615-401-4103-6345	5,858.74
	<b>TOTAL</b>	<b>20,011.66</b>

**XCEL Payments**  
**May 2023 Payments**

<b>Xcel Acct #</b>	<b>Amount</b>	<b>Date Paid</b>	<b>Account #</b>	
51-6960212-6	-6,819.13	17-May	101-000-0000-5832	Wildcat
51-6960212-6	9,825.94	17-May	101-000-0000-6451	Wildcat
51-6960213-7	2,121.47	2-May	101-140-1403-6343	
51-6960208-0	1,901.61	12-May	101-140-1404-6343	
51-8110141-1	128.56	12-May	101-140-1407-6343	
51-6960219-3	62.71	11-May	101-201-2016-6343	
51-6960210-4	196.71	12-May	101-300-3100-6343	
51-6960210-4	983.54	12-May	101-301-3200-6343	
51-0011278454-9	89.66	12-May	101-302-3201-6343	
51-0263715-0	496.93	12-May	101-302-3201-6343	
51-6960218-2	14,821.10	18-Apr	101-302-3201-6343	
51-6960215-9	1,285.43	6-Apr	200-401-4440-6343	
51-0010048093-4	16.31	12-May	200-401-4440-6343	
51-0011082067-5	277.62	12-May	200-401-4440-6343	
51-6960220-6	973.90	11-May	200-401-4447-6343	
51-6960209-1	265.19	1-May	201-401-4240-6343	
51-6960214-8	977.41	11-May	213-210-2100-6343	
51-7216831-9	568.21	12-May	220-450-4160-6343	
51-6960216-0	10,850.04	2-May	600-300-3300-6343	
51-6960210-4	786.83	12-May	600-300-3300-6343	
51-6960216-0	3,663.96	2-May	600-300-3302-6343	
51-6960217-1	1,912.24	9-May	601-300-3400-6343	
TOTAL	<u>45,386.24</u>			

**Wex Health, Inc - Admin Fees**  
**May-23**

<b>Account Description-Dept.</b>	<b>Account</b>	<b>Amount</b>
Employer Paid HRA/HSA Admin Fee - Administration	101-105-1051-6131	8.25
Employer Paid HRA/HSA Admin Fee - City Clerk	101-107-1071-6131	10.59
Employer Paid HRA/HSA Admin Fee - Finance	101-120-1201-6131	16.50
Employer Paid HRA/HSA Admin Fee - Maintenance	101-140-1401-6131	0.00
Employer Paid HRA/HSA Admin Fee - Planning	101-150-1501-6131	2.75
Employer Paid HRA/HSA Admin Fee - IT	101-160-1601-6131	5.50
Employer Paid HRA/HSA Admin Fee - Police	101-201-2010-6131	90.75
Employer Paid HRA/HSA Admin Fee -Building Safety	101-230-2301-6131	11.00
Employer Paid HRA/HSA Admin Fee-Code Enforcement	101-230-2302-6131	2.75
Employer Paid HRA/HSA Admin Fee - Engineering	101-300-3100-6131	6.46
Employer Paid HRA/HSA Admin Fee - Streets	101-301-3200-6131	12.10
Employer Paid HRA/HSA Admin Fee - Parks	200-401-4440-6131	27.50
Employer Paid HRA/HSA Admin Fee - Aquatic	201-401-4240-6131	0.00
Employer Paid HRA/HSA Admin Fee - Cable	205-420-4201-6131	0.41
Employer Paid HRA/HSA Admin Fee - Historical	210-170-1702-6131	0.69
Employer Paid HRA/HSA Admin Fee - Fire	213-210-2100-6131	9.76
Employer Paid HRA/HSA Admin Fee - Ambulance	213-220-2200-6131	39.74
Employer Paid HRA/HSA Admin Fee - Leduc	220-450-4160-6131	0.00
Employer Paid HRA/HSA Admin Fee - HRA	404-500-6003-6131	0.00
Employer Paid HRA/HSA Admin Fee - Econ. Develop.	407-180-6003-6131	4.81
Employer Paid HRA/HSA Admin Fee - Water	600-300-3300-6131	12.65
Employer Paid HRA/HSA Admin Fee - Wastewater	601-300-3400-6131	8.94
Employer Paid HRA/HSA Admin Fee - Storm Water	603-300-3600-6131	7.98
Employer Paid HRA/HSA Admin Fee - Arena	615-401-4103-6131	5.50
Employer Paid HRA/HSA Admin Fee - Hydro	620-300-3500-6131	<u>1.38</u>
	Total	286.00

## Medica Health Insurance Premiums May-23

Department	Account	Amount
Medical Insurance Withholding	101-000-0000-2185	14,250.84
COBRA Paid Insurance	101-000-0000-2185	6,703.89
Employer Paid Health Ins. - Administration	101-105-1051-6131	723.81
Employer Paid Health Ins. - Communications	101-107-1061-6131	1,378.53
Employer Paid Health Ins. - City Clerk	101-107-1071-6131	2,329.83
Employer Paid Health Ins. - Finance	101-120-1201-6131	4,770.42
Employer Paid Health Ins. - Maintenance	101-140-1401-6131	1,695.27
Employer Paid Health Ins. - Planning	101-150-1501-6131	992.67
Employer Paid Health Ins. - IT	101-160-1601-6131	3,777.41
Employer Paid Health Ins. - Police	101-201-2010-6131	34,956.82
Employer Paid Health Ins. -Building Safety	101-230-2301-6131	3,959.54
Employer Paid Health Ins.-Code Enforcement	101-230-2302-6131	1,621.80
Employer Paid Health Ins. - Engineering	101-300-3100-6131	2,249.73
Employer Paid Health Ins. - Streets	101-301-3200-6131	3,950.10
Medical Insurance Withholding	200-000-0000-2185	2,085.18
Employer Paid Health Ins. - Parks	200-401-4440-6131	11,067.70
Employer Paid Health Ins. - Swimming Pool	201-401-4240-6131	0.00
Medical Insurance Withholding	205-000-0000-2185	104.26
Employer Paid Health Ins. - Cable	205-420-4201-6131	243.27
Employer Paid Health Ins. --Heritage	210-170-1702-6131	180.95
Medical Insurance Withholding	213-000-0000-2185	4,747.63
Employer Paid Health Ins. - Fire	213-210-2100-6131	4,003.05
Employer Paid Health Ins. - Ambulance	213-220-2200-6131	16,025.32
Medical Insurance Withholding	220-000-0000-2185	128.22
Employer Paid Health Ins. - Leduc	220-450-4160-6131	299.16
Medical Insurance Withholding	407-000-0000-2185	578.33
Employer Paid Health Ins. - Econ. Dev.	407-180-6003-6131	625.62
Medical Insurance Withholding	600-000-0000-2185	290.60
Employer Paid Health Ins. - Water	600-300-3300-6131	4,975.78
Medical Insurance Withholding	601-000-0000-2185	282.08
Employer Paid Health Ins. - Wastewater	601-300-3400-6131	3,615.04
Medical Insurance Withholding	603-000-0000-2185	629.62
Employer Paid Health Ins. - Storm Water	603-300-3600-6131	3,513.56
Medical Insurance Withholding	615-000-0000-2185	695.06
Employer Paid Health Ins. - Arena	615-401-4103-6131	2,424.81
Medical Insurance Withholding	620-000-0000-2185	0.00
Employer Paid Health Ins. - Hydro	620-300-3500-6131	442.45
Employer Paid Health Ins. - Retirees	701-600-6002-6131	30,015.36
<b>TOTAL</b>		<b>170,333.72</b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	MISCELLANEOUS V JAMES MOE	JAMES MOE: PROP #23-000223	40.00
		RIKKY DEAN CLIFFORD MO	MORRISETTE: #20-001337-001	0.30
		PAUL GRAHAM	PAUL GRAHAM: #22-000733-00	0.30
		METROPOLITAN COUNCIL ENVIRONMENTAL SER	MAY 2023 SAC	29,521.80
		TOTAL:		29,730.10
ADMINISTRATION	GENERAL	US POSTMASTER	YEARLY PERMIT MARKETING	290.00
			YEARLY PERMIT 1ST CLASS PR	290.00
		TOTAL:		580.00
CITY CLERK	GENERAL	MARTIN-MCALLISTER CONSULTING	PUBLIC SAFETY ASSESSMENTS	1,875.00
		GRAPHIC DESIGN	BIG BELLY TRASH CONT PANEL	610.00
		TOTAL:		2,485.00
FACILITY MANAGEMENT	GENERAL	CRESCENT ELECTRIC SUPPLY COMPANY	CABLE RM LIGHTING-COUNCIL	78.91
		MIDWEST ELECTRICAL CONSTRUCTION	F.D. LIGHTS, GFI, RELAYS	1,298.00
			C.H. REPAIR CEILING FAN	250.00
			C.H. BOILER CONTROL RELAY	500.00
			FC LIGHT POLES CONVERT TO	1,000.00
		GILBERT MECHANICAL CONTRACTORS, INC.	P.D. REMOVE WALL HEATER	1,217.64
		DAKOTA COUNTY TREAS-AUDITOR	APR 2023 FUEL	72.94
		W.W. GRAINGER, INC.	F.C. TESTER AND DRILL TAP	98.72
		STATE SUPPLY CO	C.H. COOLING PUMP	2,087.74
		TERRYS HARDWARE, INC.	TUBING/CONNECTORS/FITTINGS	9.18
			TUBING/CONNECTORS/FITTINGS	13.66
			F.C. GASKETS/INS SCREWDRIV	61.98
		TRANE PARTS CENTER	C.H. CONTRACT, A/C SERVICE	1,650.50
		TOTAL:		8,339.27
		POLICE	GENERAL	DAKOTA COUNTY TREASURER-AUDITOR
TACTICAL SOLUTIONS	RADAR/LIDAR CALIBRATIONS			545.00
SYMBOLARTS, LLC	BADGE FOR CSO GLANCEY			125.00
TRANSLANGUAGES LLC	INTERPRETING SERVICES			400.00
	INTERPRETING SERVICES			449.78
ADVANCED GRAPHIX	CSO MAGNETIC LETTERS-EXPLO			114.00
HOMETOWN ACE HARDWARE	TOOLS FOR HPD			16.19
SHRED RIGHT	JUNE SERVICE FEES			17.73
MARIE RIDGEWAY LICSW LLC	EMPLOYEE THERAPY SESSION			160.00
HOLIDAY STATIONSTORES LLC	MAY 2023 CAR WASHES FOR PD			110.00
DAKOTA 911	DCC FEE / 2023 JULY			29,679.33
DAKOTA COUNTY TREAS-AUDITOR	APR 2023 FUEL			4,131.79
DAKOTA ELECTRIC ASSN	ELECTRIC - EMERGENCY MGMT			18.69
ITL PATCH & MONOGRAM	HPD CHALLENGE COINS			676.00
TOTAL:				38,169.93
BUILDING & INSPECTIONS	GENERAL	KLETSCHKA INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	4,425.40
		DAKOTA COUNTY TREAS-AUDITOR	APR 2023 FUEL	93.25
		TOTAL:		4,518.65
PUBLIC WORKS STREETS	GENERAL	SIR LINES-A-LOT, LLC	PAVEMENT MARKING REMOVAL-A	1,480.00
		COMMISSIONER OF TRANSPORTATION	VEHICLE NOISE SIGN & INSTA	1,508.00
		DAKOTA COUNTY TREAS-AUDITOR	APR 2023 FUEL	6,356.86
		TOTAL:		9,344.86
PARKS & RECREATION	PARKS	WILDSIDE GRAPHIX	ADOPT A PARK SIGNS & DECAL	791.20
		ALLINA HOSPITALS & CLINICS	HEARTSAFE PACKAGE FOR POOL	125.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	916.20
				<b>VIII-01</b>
PARKS & RECREATION	AQUATIC CENTER	INNOVATIVE OFFICE SOLUTIONS, LLC	BATTERIES, DRANO, BAGS, ET	270.81
		DALCO	SUPPLIES	1,179.81
		ELECTRO WATCHMAN, INC	ALARM MONITORING	312.00
			TOTAL:	1,762.62
FIRE	FIRE & AMBULANCE	IMAGE TREND, INC.	MONTHLY FEE	675.00
			PHASE 2 MONTHLY FEE	289.83
		DAKOTA COUNTY TREASURER-AUDITOR	APR RADIO LICENSE FEES	1,213.16
		HEALTH STRATEGIES	HEPATITIS B VACCINE	105.00
		DAKOTA 911	DCC FEE / 2023 JULY	14,839.67
		DAKOTA COUNTY TREAS-AUDITOR	APR 2023 FUEL	2,512.80
		SOUTH EAST TOWING OF HASTINGS INC	3 VEHICLES FOR FIRE TRAINI	450.00
		TERRYS HARDWARE, INC.	BATTERIES	101.90
			PROPANE TANK	75.78
			TOTAL:	20,263.14
AMBULANCE	FIRE & AMBULANCE	NAPA AUTO PARTS	MEDIC 3 MARKER LIGHTS	9.00
		McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	83.94
		HENRY SCHEIN, INC.	MEDICAL SUPPLIES	131.76
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	13.29
			MEDICAL SUPPLIES	475.99
			MEDICAL SUPPLIES	1,096.78
		DAKOTA COUNTY TREAS-AUDITOR	APR 2023 FUEL	427.72
		LINDE GAS & EQUIPMENT INC.	OXYGEN	1,384.31
			OXYGEN	89.12
			OXYGEN	89.12
			TOTAL:	3,801.03
PUBLIC WORKS	2023 IMPROVEMENTS	XCEL ENERGY	STREET LIGHT INSTALLATION	6,774.00
			TOTAL:	6,774.00
PUBLIC WORKS	WATER	DAKOTA COUNTY TREAS-AUDITOR	APR 2023 FUEL	785.83
		DAKOTA ELECTRIC ASSN	ELECTRIC - WATER DEPT	56.09
		GARTZKE CONSTRUCTION INC.	REPAIR TURF & DRIVEWAY DAM	14,500.00
		GRAPHIC DESIGN	UB STATEMENTS & POSTAGE	267.67
			UB STATEMENTS & POSTAGE	1,281.76
			TOTAL:	16,891.35
PUBLIC WORKS	WASTEWATER	DAKOTA ELECTRIC ASSN	ELECTRIC - WASTEWATER	137.96
			ELECTRIC - WASTEWATER	72.85
		GRAPHIC DESIGN	UB STATEMENTS & POSTAGE	267.67
			TOTAL:	478.48
PUBLIC WORKS	STORM WATER UTILIT	GRAPHIC DESIGN	UB STATEMENTS & POSTAGE	267.66
			TOTAL:	267.66
PARKS & RECREATION	ARENA	CINTAS CORPORATION NO 2	RESTOCK FIRST AID KIT	175.81
		RIEDEL SHOES, INC.	RENTAL SKATES	6,163.00
		MIDWEST ELECTRICAL CONSTRUCTION	NEW LED LIGHT IN PARKING L	250.00
		HUEBSCH LAUNDRY CO.	ENTRY RUG SERVICE	53.78
		R & R SPECIALTIES, INC.	BLADE SHARPENING	65.00
		TERRYS HARDWARE, INC.	FLOOR WAX, STRIPPER	66.75
			TOTAL:	6,774.34



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
MISCELLANEOUS	INSURANCE FUND	LEAGUE MN CITIES INSURANCE TRUST	LMC PROP/CASUALTY COVERAGE	79,522.00
			LMC WORKERS COMP COVERAGE	144,021.00
			TOTAL:	203,544.00

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

101	GENERAL	93,167.81
200	PARKS	916.20
201	AQUATIC CENTER	1,762.62
213	FIRE & AMBULANCE	24,064.17
483	2023 IMPROVEMENTS	6,774.00
600	WATER	16,891.35
601	WASTEWATER	478.48
603	STORM WATER UTILITY	267.66
615	ARENA	6,774.34
705	INSURANCE FUND	203,544.00

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GRAND TOTAL: 354,640.63  
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	METROPOLITAN COUNCIL ENVIRONMENTAL SER	SAC DEFERRAL (LIGHTBOURN)	443.09
			TOTAL:	<u>443.09</u>
NON-DEPARTMENTAL	GENERAL	USS MN V MT LLC	MAY HUBERS SOLAR GARDEN	11,160.72
			TOTAL:	<u>11,160.72</u>
COUNCIL & MAYOR	GENERAL	NINE EAGLES PROMOTIONS	MAYOR CLOTHING	66.00
			TOTAL:	<u>66.00</u>
ADMINISTRATION	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	22.10
			TOTAL:	<u>22.10</u>
CITY CLERK	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	14.19
			JULY 2023 LTD PREMIUM	48.57
		HEALTH STRATEGIES	E SCHMDIT EMPLOYEE SCREENI	361.00
			TOTAL:	<u>423.76</u>
FINANCE	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	66.67
		NORTHLAND SECURITIES, INC.	LONG-TERM FINANCIAL PLAN	4,465.00
		AMERICAN ACCOUNTS & ADVISERS, INC.	COLLECTION FEE	10.00
			TOTAL:	<u>4,541.67</u>
LEGAL	GENERAL	CAMPBELL KNOTSON, P.A.	MAY LEGAL FEES	15,153.81
			TOTAL:	<u>15,153.81</u>
FACILITY MANAGEMENT	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	13.31
		HOMETOWN ACE HARDWARE	POOL SUPPLIES/F.C. TIP HOL	55.96
		W.W. GRAINGER, INC.	F.D. FLAGPOLE LIGHT PARTS	35.19
			P.D. COMPLETE FLUSH VALVE	206.27
		TERRYS HARDWARE, INC.	F.C. AND POOL SUPPLIES	7.13
			P.D. PIPE INSULATION/F.C.	20.78
			P.D. PIPE INSULATION/F.C.	21.97
			TOTAL:	<u>360.61</u>
COMMUNITY DEVELOPMENT	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	19.89
			TOTAL:	<u>19.89</u>
I.T.	GENERAL	OFFICE OF MN.IT SERVICES	MAY 2023 WAN/USAGE	515.15
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	53.91
		SHI INTERNATIONAL CORP	NESSUS ANNUAL SUBSCRIPTION	3,121.70
		PARAGON DEVELOPMENT SYSTEMS INC	ARUBA WIRELESS MAINTENANCE	1,459.41
		COMPUTER INTEGRATION TECHNOLOGIES	WIRELESS BRIDGE-PW CAMERA	2,000.00
		ESRI /ENVIRONMENTAL SYSTEMS RESEARCH I	ARC-GIS DESKTOP LICENSE MT	1,313.00
			ARC-GIS ONLINE SUBSCRIPTIO	1,980.00
			TOTAL:	<u>10,443.17</u>
POLICE	GENERAL	ADVANCED GRAPHIX	DECALS FOR SQUAD H2301/141	1,775.60
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	651.52
		ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMEN	442.97
			ENTERPRISE FLEET MANAGEMEN	409.04
			ENTERPRISE FLEET MANAGEMEN	398.71
			ENTERPRISE FLEET MANAGEMEN	520.24
			ENTERPRISE FLEET MANAGEMEN	541.29
			ENTERPRISE FLEET MANAGEMEN	398.71
		GUARDIAN SUPPLY LLC	VEST REPLACEMENT - WOOD	1,330.00
		GRAPHIC DESIGN	POLICE DEPT NO PARKING SIG	428.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MN DEPT OF PUBLIC SAFETY	FINGERPRINT CHECK-FIREFIGH	66.50
		SOUTH EAST TOWING OF HASTINGS INC	JUNE LOT RENT	198.00
			TOTAL:	7,157.58
BUILDING & INSPECTIONS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	68.50
			JULY 2023 LTD PREMIUM	15.22
			TOTAL:	83.72
PUBLIC WORKS	GENERAL	WSB & ASSOCIATES INC	ARCGIS MIGRATION	5,938.50
		INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	25.36
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	44.70
			TOTAL:	6,008.56
PUBLIC WORKS STREETS	GENERAL	PARK CONSTRUCTION COMPANY	2023 MILL & OVERLAY PAY ES	214,934.94
		COMPLETE COOLING SERVICES	STERLING RADIATOR/FORD	630.00
		ROAD EQUIPMENT PARTS CENTER	FILTERS, ELEMENTS	228.94
			PANEL AIR	20.85
			FILTERS, ELEMENTS	3.22
			AIR ELEMENT	49.96
			AIR/LUBE FILTERS, CHANNEL	64.96
			CABIN AIR	10.93
			LUBE SPIN ON	5.81
		TRI-STATE BOBCAT, INC.	COUPLER KIT, ADAPTERS	128.51
			SUPPLIES	328.06
			HYD FLUID	120.86
			CAP	45.32
		FULL SERVICE BATTERY, INC.	BATTERY	89.95
		TITAN MACHINERY. INC.	BIT/SKIM PATCHING MILLING	348.50
		MIDWEST ELECTRICAL CONSTRUCTION	LIGHT POLE REMOVAL (FLOODI	1,000.00
		NORTHSTAR MUDJACKING & MORE, LLC	SKIM PATCH PROJECT	2,475.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	72.67
		HOMETOWN ACE HARDWARE	MARKING PAINT	26.97
			FILTER, BALL VALVE, FASTEN	68.87
			HOSE	8.99
		SPIN CITY LAUNDROMAT, LLC.	LAUNDRER RAGS	25.00
		TACONIC MAINTENANCE	SALT TREATMENT	2,016.00
			IBG MAGIC LIQUID	280.00-
		ANDERSEN, EARL F.	11 GAUGE 12 FT ROUND TUBE	1,831.50
		RIVER COUNTRY COOPERATIVE	MICROMATIC FITTING	135.00
		PINE BEND PAVING, INC.	ASPHALT 12.31 TON	874.01
			ASPHALT 3.51 TON	249.21
		T A SCHIFSKY & SONS, INC.	20.05 TON HOT MIX PATCHING	2,005.00
			14.96 TON HOT MIX PATCHING	1,496.00
			14.94 TON HOT MIX PATCHING	1,150.38
		VALLEY SALES OF HASTINGS	SWITCH, SEAL	35.10
		ZARNOTH BRUSH WORKS, INC.	SUPPLIES	3,040.00
			TOTAL:	233,240.51
PUBLIC WORKS STR. LIGH	GENERAL	MIDWEST ELECTRICAL CONSTRUCTION	STREET LIGHTING LED CONVER	625.00
		DAKOTA ELECTRIC ASSN	ELECTRIC	3,022.40
			TOTAL:	3,647.40
PARKS & RECREATION	GENERAL	CERTIFIED RECYCLING LLC	COLLECTION 4/1-5/31/23	735.00
		HASTINGS SCHOOL DISTRICT #200	JUNE SR CTR/TILDEN COST SH	2,500.00
		RAINBOW TREE CO.	EAB SUPPLIES	213.91
		TERRYS HARDWARE, INC.	CHAINSAW REPAIR	76.48

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,525.39
				<b>VIII-01</b>
NON-DEPARTMENTAL	PARKS	MANSFIELD OIL COMPANY	897 GALLONS OF DIESEL	2,861.53
			611 GALLONS OF GAS	2,057.21
			TOTAL:	4,918.74
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	JMF FIRST AID SUPPLIES	72.71
		CENTRAL TURF & IRRIGATION SUPPLY	IRRIGATION SUPPLIES	1,212.01
		AA AUTO TECHNICIANS, INC.	REPAIR TO OLD DUMP TRUCK	413.95
		CRESCENT ELECTRIC SUPPLY COMPANY	OUTLETS FOR ROADSIDE PARK	86.73
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	158.43
		HOMETOWN ACE HARDWARE	CONCRETE ANCHORS	45.88
			TOOLS	52.72
			GRAFITTI REMOVER	81.84
			GLUE-LANDSCAPE BLOCK AT LE	7.73
			POLY TUBE	0.35
			COBALT DRILL BIT	68.97
			POLY SHEET	80.99
			ROADSIDE SUPPLIES-TABLE &	23.18
			BATTERY	3.59
			WATERING CAN AND SPRAYER	26.62
			SPRAY NOZZLE	37.42
		ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMEN	753.40
			ENTERPRISE FLEET MANAGEMEN	753.40
		MINNE HA HA MAGAZINE LLC	PERFORM CARICATURE DRAWING	75.00
		ISG	PROJ 23-28807 TENNIS COURT	5,597.50
		ANNA RUDER	VOLLEYBALL REF	250.00
		KROMER PRO LLC	SPRAY TIPS FOR PAINTER	66.08
		MICHAEL A. PATRICK	SOFTBALL UMP	224.00
		THIERRY AUGE	SOFTBALL UMPIRING	224.00
		DANIEL JAMES PETERS	SOFTBALL UMP	224.00
		MCKENZIE LANGENFELD	VOLLEYBALL REFEREE	300.00
		ARROW BUILDING CENTER	2X4 FOR CONCRETE	158.40
		ELECTRO WATCHMAN, INC	CALL OUT FOR JFM BUILDING	175.00
		FERGUSON ENTERPRISES INC	REPAIRS TO WALLIN IRRIGATI	174.56
		GRAPHIC DESIGN	MAKE MUSIC DAY SIGN	120.00
		JIRIK SOD FARM INC	SOD	32.40
		MIRACLE RECREATION EQUIPMENT CO.	BUBBLES FOR PLAYGROUNDS	1,568.59
		MTI DISTRIBUTING COMPANY	5910 PARTS	1,506.39
		NIEBUR TRACTOR & EQUIPMENT, INC.	REPAIRS TO SNOW BLOWER	326.76
		NINE EAGLES PROMOTIONS	BRADY ENDRES LOGO INSTALL	40.00
		PINE BEND PAVING, INC.	ASPHALT PAVING RIVERWOOD &	37,000.00
		SOLBERG AGGREGATE COMPANY	AG LIME FOR WALLIN	304.74
		TERRYS HARDWARE, INC.	GLOVES	29.98
			CLEANER	11.99
		VACKER INC	ISABEL PARK SIGN	1,557.00
		WEBBER RECREATIONAL DESIGN INC	SWINGING BENCH	1,503.08
			TOTAL:	55,349.39
PARKS & RECREATION	AQUATIC CENTER	INNOVATIVE OFFICE SOLUTIONS, LLC	DRY ERASE SUPPLIES	43.02
		CRESCENT ELECTRIC SUPPLY COMPANY	CONDUIT	7.94
			CLAMP, MOUNT, RECEPT, ETC.	35.83
			ELECTRICAL COMPONENTS	13.64
		TRI TECH DISPENSING INC.	ICE MACHINE REPAIR	255.00
		HORIZON COMMERCIAL POOL SUPPLY	CHEMICAL	5,161.13
			CHEMICAL	2,348.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HOMETOWN ACE HARDWARE	STOPS, WOOD SCREWS	53.78
			POOL SUPPLIES/F.C. TIP HOL	11.01
		ELECTRO WATCHMAN, INC	UPDATED CODES IN PANEL	25.00
		1ST LINE BEVERAGES INC.	SLUSHY FLAVOR AND BASE	784.75
		GLOBAL SPECIALTY CONTRACTORS	TILE, PLASTER, JOINT REPAIR	23,122.00
		SYSCO, MINNESOTA	FOOD FOR CONCESSIONS	3,740.79
			FOOD FOR CONCESSIONS	1,313.90
			FOOD FOR CONCESSIONS	517.88
		TERRYS HARDWARE, INC.	F.C. AND POOL SUPPLIES	11.79
			POOL, PLEXIGLASS, KNOBS, SC	50.99
			TOTAL:	37,500.72
CABLE	CABLE TV	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	2.50
			TOTAL:	2.50
HERITAGE PRESERVATION	HERITAGE PRESERVAT	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	4.78
			TOTAL:	4.78
FIRE	FIRE & AMBULANCE	ANCOM TECHNICAL CENTER, INC.	WORK ON RADIOS	3,910.10
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	63.48
		SUPERIOR DIVING REPAIR, INC.	REPAIR TO WATER RESCUE SUI	116.00
		NAPA AUTO PARTS	SHOP SUPPLIES	66.47
		ASPEN MILLS	UNIFORMS	190.28
			UNIFORMS	59.99
			UNIFORMS	59.99
			UNIFORMS	59.99
			UNIFORMS	368.58
			UNIFORMS	290.23
			UNIFORMS	181.29
			UNIFORMS	186.02
			UNIFORMS	180.01
			UNIFORMS	385.92
			UNIFORMS	66.68
			UNIFORMS	178.25
			UNIFORMS	169.95
			UNIFORMS	195.32
		RIVER COUNTRY COOPERATIVE	DEF FLUID FOR FIRE TRUCKS	344.45
		MACQUEEN EQUIPMENT, INC.	TURNOUT GEAR	19,409.85
			LIGHT FOR ENGINE 1	379.97
		TERRYS HARDWARE, INC.	SHOP SUPPLIES	57.31
			SHOP SUPPLIES	6.85
			TOTAL:	26,926.98
AMBULANCE	FIRE & AMBULANCE	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	245.77
		DANIELS HEALTH	HAZ-WASTE COLLECTION	197.32
		PJS AND ASSOCIATES INCORPORATED	CPR INSTRUCTORS	350.00
		LINDE GAS & EQUIPMENT INC.	OXYGEN	213.84
			OXYGEN	185.23
			TOTAL:	1,192.16
LEDUC	LEDUC HISTORIC EST	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	2.35
			TOTAL:	2.35
POLICE RESERVES	POLICE RESERVE S.R	GUARDIAN SUPPLY LLC	UNIFORM FOR NEW RESERVE AU	64.49
			TOTAL:	64.49

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARKS & RECREATION	PARKS CAPITAL PROJ	WSB & ASSOCIATES INC	HWY 55 TRAIL PROJECT	1,097.25
		ISG	PROJ 20-23938 LAKE ISABEL	<u>2,441.01</u>
			TOTAL:	3,742.25
ECONOMIC DEVELOPMENT	HEDRA	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	16.58
			TOTAL:	16.58
PUBLIC WORKS	2023 IMPROVEMENTS	AMERICAN ENGINEERING TESTING INC	SOIL,BITUMINOUS,CONCRETE T	2,147.50
			TOTAL:	2,147.50
PUBLIC WORKS	WATER	HAWKINS INC	POWDER PILLOWS, PK/100	237.72
			BALL CHECK, CPVC-VITON	140.00
		WSB & ASSOCIATES INC	PFAS	1,308.50
		INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	55.38
		MIDWEST ELECTRICAL CONSTRUCTION	SCADA BACKUP DIALER REPAIR	250.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	74.59
		ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMEN	667.67
		NAPA AUTO PARTS	CONNECTOR, CAPSULES	37.86
		CORE & MAIN LP	3/4" METERS-2023 REPLACE P	20,554.56
			3/4 INCH METERS	3,960.00
			PARTS	1,388.52
			PARTS	481.50
		GOPHER STATE ONE-CALL INC	LOCATES - MAY	481.95
		VALLEY SALES OF HASTINGS	LAMP	205.93
			TOTAL:	29,844.18
PUBLIC WORKS	WASTEWATER	MIDWEST ELECTRICAL CONSTRUCTION	GEN SIEBEN LS GEN CONTROL	250.00
			GLENDALE HEIGHTS LS GEN RE	625.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	53.24
		ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMEN	676.08
		MCES	WASTEWATER SERVICES 7/2023	138,272.63
	TOTAL:	139,876.95		
PUBLIC WORKS	STORM WATER UTILIT	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	55.59
		LANDBRIDGE ECOLOGICAL, INC.	CONTROLLED BURN-SPIRAL BLV	6,865.03
		VERMILLION ELEVATOR INC	AMINE, BUCCANEER, LAWN MIX	410.99
			LAWN SEED MIX	395.00
	TOTAL:	7,726.61		
PARKS & RECREATION	ARENA	SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	32.82
			TOTAL:	32.82
PUBLIC WORKS	HYDRO ELECTRIC	AVANT ENERGY, INC.	M-RETS ISSUANCE/MONTHLY FE	413.26
		MIDWEST ELECTRICAL CONSTRUCTION	HYDRO PLANT HPU HEATER REP	625.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JULY 2023 LTD PREMIUM	6.59
			TOTAL:	1,044.85
MISCELLANEOUS	INSURANCE FUND	LEAGUE OF MN CITIES INS TRST	CLAIM #00489561	187.55
			CLAIM #00490914	1,695.30
			TOTAL:	1,882.85
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	WSB & ASSOCIATES INC	ENCLAVE-INSPECTION, HBC	1,146.25
			ENCLAVE-INSPECTION, HBC	2,370.25
			TOTAL:	3,516.50
NON-DEPARTMENTAL	RUTH DOFFING TRUST	PLEASANT HILL LIBRARY	DOFFING TRUST DISBURSEMENT	2,000.00

VIII-01

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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VIII-01

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER	GEIKEN, JOSH	US REFUNDS	<del>138.9</del> <b>VIII-01</b>
		STAFFORD, TAMMY	US REFUNDS	8.04
		CAMPBELL, CONNIE	US REFUNDS	<u>24.11</u>
			TOTAL:	2,217.30

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

101	GENERAL	296,297.98
200	PARKS	60,268.13
201	AQUATIC CENTER	37,500.72
205	CABLE TV	2.50
210	HERITAGE PRESERVATION	4.78
213	FIRE & AMBULANCE	28,119.14
220	LEDUC HISTORIC ESTATE	2.35
221	POLICE RESERVE S.R.	64.49
401	PARKS CAPITAL PROJECTS	3,742.25
407	HEDRA	16.58
483	2023 IMPROVEMENTS	2,147.50
600	WATER	30,061.48
601	WASTEWATER	139,876.95
603	STORM WATER UTILITY	7,726.61
615	ARENA	32.82
620	HYDRO ELECTRIC	1,044.85
705	INSURANCE FUND	1,882.85
807	ESCROW - DEV/ENG/TIF-HRA	3,516.50
810	RUTH DOFFING TRUST LIBR	2,000.00

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GRAND TOTAL: 614,308.48  
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	793.41
			JULY 2023 LIFE INS PREMIUM	57.09
		VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	210.74
			MAY 2023 VISION PREMIUM	18.30
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	3,560.78
			JULY 2023 DENTAL INS	213.75
TOTAL:	4,854.57			
NON-DEPARTMENTAL	GENERAL	USS MN VII MT LLC	MAY WILDCAT SOLAR GARDEN	1,725.83
			MAY WILDCAT SOLAR GARDEN	7,738.60
		TOTAL:	9,464.43	
COUNCIL & MAYOR	GENERAL	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	34.30
			TOTAL:	34.30
ADMINISTRATION	GENERAL	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	4.90
			METRO AREA MNGR ASSN.	05-25-23 LUNCHEON - WIETEC
		TOTAL:	29.90	
CITY CLERK	GENERAL	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	14.70
			JULY 2023 LIFE INS PREMIUM	4.17
		TOTAL:	18.87	
FINANCE	GENERAL	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	24.50
			TOTAL:	24.50
FACILITY MANAGEMENT	GENERAL	HOMETOWN ACE HARDWARE	F.D. MISC PARTS AND BITS	86.65
			JULY 2023 LIFE INS PREMIUM	4.17
		TERRYS HARDWARE, INC.	F.C. BLOWER	514.90
			F.C. TOOL HANGER	10.49
		P.D. SPRAY PAINT	23.37	
		TOTAL:	639.58	
COMMUNITY DEVELOPMENT	GENERAL	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	4.90
			TOTAL:	4.90
I.T.	GENERAL	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	14.70
			TOTAL:	14.70
POLICE	GENERAL	GEOFFREY LATSCH	GEOFFREY LATSCH	156.25
			JULY 2023 LIFE INS PREMIUM	171.53
		HASTINGS FORD	REPAIR - SQUAD 1411	65.67
			TOTAL:	393.45
BUILDING & INSPECTIONS	GENERAL	TRAVIS DUNN	MILEAGE TO CONFERENCE	277.72
			JULY 2023 LIFE INS PREMIUM	19.60
		STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	4.90
			GRAPHIC DESIGN	BUSINESS CARDS - BUILDING
		TOTAL:	404.22	
		PUBLIC WORKS	GENERAL	HOMETOWN ACE HARDWARE
JULY 2023 LIFE INS PREMIUM	14.95			
TOTAL:	29.34			
PUBLIC WORKS STREETS	GENERAL	FOX'S HIGHLIFT LLC	HAUL PAVER-SAVAGE TO HASTI	390.00
			TOWMASTER	VALVE SOLENOID 12 VOLT

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ROSEMOUNT SAW & TOOL CORP.	CHIPPER KNIVES SET	56.40
		NAPA AUTO PARTS	PRO GAUGE HOSE	26.00
		STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	17.15
		DALCO	HAND CLEANER	115.19
		POMP'S TIRE SERVICE, INC.	TIRES, CASINGS	1,593.76
			MOUNTING, STEMS, CAPS	140.40
		JL THEIS, INC.	DOWNTOWN TREE GRATE REPLAC	19,098.43
		NINE EAGLES PROMOTIONS	B. BANNITT LOGO APPLICATIO	80.00
		PUMP & METER SERVICE INC	SERVICE ON PUMP	173.61
			TOTAL:	21,785.69
NON-DEPARTMENTAL	PARKS	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	295.12
		VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	12.20
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	624.57
			TOTAL:	931.89
PARKS & RECREATION	PARKS	PIONEER MANUFACTURING CO., INC.	INFINITY LITE GOAL	800.00
		EXPERIENCE SHOWS, INC	MAKE MUSIC DAY STAGE EQUIP	750.00
		STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	53.90
		MIDWEST FLOATING ISLAND	CARI PARK FLOATING ISLAND	4,218.58
		MINNESOTA SODDING COMPANY	SURVEY OF 9 INFIELDS	1,586.64
			TOTAL:	7,409.12
PARKS & RECREATION	AQUATIC CENTER	HORIZON COMMERCIAL POOL SUPPLY	SERVICE TO CHEMICAL SYSTEM	1,193.64
			CHEMICAL	3,485.34
		1ST LINE BEVERAGES INC.	POOL - SLUSHY FLAVOR AND B	551.00
		MOSENG LOCKSMITHING	POOL - DOOR ADJUSTMENT	47.50
		SYSCO, MINNESOTA	CREDIT FOR RETURNED FOOD	143.62-
			FOOD FOR CONCESSIONS	1,158.35
			FOOD FOR CONCESSIONS	37.79
			FOOD FOR CONCESSIONS	69.80
			TOTAL:	6,399.80
NON-DEPARTMENTAL	CABLE TV	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	1.70
		VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	3.12
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	18.40
			TOTAL:	23.22
CABLE	CABLE TV	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	0.74
			TOTAL:	0.74
NON-DEPARTMENTAL	HERITAGE PRESERVAT	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	8.41
			TOTAL:	8.41
HERITAGE PRESERVATION	HERITAGE PRESERVAT	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	1.23
			TOTAL:	1.23
NON-DEPARTMENTAL	FIRE & AMBULANCE	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	449.57
		VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	70.50
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	738.71
			TOTAL:	1,258.78
FIRE	FIRE & AMBULANCE	STEVENS, JAMIE	JAMIE STEVENS	256.24
			JAMIE STEVENS	304.50
			JAMIE STEVENS	20.00
		NAPA AUTO PARTS	BATHROOM EXHAUST FAN MOTOR	26.45

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	18.13
		JULIA NAPPER	NAPPER - SAFETY FOOTWEAR	246.01
		CHRISTOPHER PAULSON	PAULSON	250.00
			TOTAL:	1,122.23
AMBULANCE	FIRE & AMBULANCE	McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	424.53
			MEDICAL SUPPLIES	952.87
		TELEFLEX LLC	MEDICAL SUPPLIES	559.10
		STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	74.97
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	2,115.75
		LINDE GAS & EQUIPMENT INC.	OXYGEN	251.26
			TOTAL:	4,378.48
NON-DEPARTMENTAL	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	2.88
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	6.42
			TOTAL:	9.30
LEDUC	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	0.74
			TOTAL:	0.74
PARKS & RECREATION	PARKS CAPITAL PROJ	AMERICAN ENGINEERING TESTING INC	P-0023031 LAKE ISABEL PARK	448.75
		MINNESOTA DIRT WORKS INC.	LAKE ISABEL REDEVELOPMENT	54,504.97
			TOTAL:	54,953.72
NON-DEPARTMENTAL	HEDRA	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	13.54
			TOTAL:	13.54
ECONOMIC DEVELOPMENT	HEDRA	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	3.68
			TOTAL:	3.68
PUBLIC WORKS	2023 IMPROVEMENTS	BCM CONSTRUCTION, INC.	2023 RECON - PAY ESTIMATE	412,385.00
			TOTAL:	412,385.00
NON-DEPARTMENTAL	WATER	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	74.52
		VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	5.70
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	116.52
			TOTAL:	196.74
PUBLIC WORKS	WATER	HAWKINS INC	CHLORINE CYLINDERS	50.00
			CHLORINE/CYLINDERS, HYDRO.	3,547.62
		US SALT	SCREENED COARSE SOLAR SALT	7,721.84
		ROBERT CLARK	R. CLARK	21.99
		STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	27.88
		CITY OF BLOOMINGTON	LAB TESTING SERVICES	312.00
			TOTAL:	11,681.33
NON-DEPARTMENTAL	WASTEWATER	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	56.14
		VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	5.56
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	91.78
			TOTAL:	153.48
PUBLIC WORKS	WASTEWATER	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	19.50
			TOTAL:	19.50
NON-DEPARTMENTAL	STORM WATER UTILIT	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	90.52
		VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	5.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	146.74
			TOTAL:	<u>146.74</u>
PUBLIC WORKS	STORM WATER UTILIT	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	16.07
			TOTAL:	<u>16.07</u>
NON-DEPARTMENTAL	ARENA	VISION SERVICE PLAN INSURANCE CO.	MAY 2023 VISION PREMIUM	13.04
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	208.19
			TOTAL:	<u>221.23</u>
PARKS & RECREATION	ARENA	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	9.80
		SHERWIN-WILLIAMS	POLYURETHANE	200.18
			PAINT	97.98
			TOTAL:	<u>307.96</u>
NON-DEPARTMENTAL	HYDRO ELECTRIC	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	1.80
		METROPOLITAN LIFE INSURANCE CO.	JULY 2023 DENTAL INS	6.42
			TOTAL:	<u>8.22</u>
PUBLIC WORKS	HYDRO ELECTRIC	STANDARD INSURANCE COMPANY	JULY 2023 LIFE INS PREMIUM	2.45
			TOTAL:	<u>2.45</u>
MISCELLANEOUS	VEHICLE AND EQUIP	HASTINGS VEHICLE REGIS.	TITLE - 2023 FORD F150 - F	25.00
			TOTAL:	<u>25.00</u>

**VIII-01**

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

101	GENERAL	37,698.45
200	PARKS	8,341.01
201	AQUATIC CENTER	6,399.80
205	CABLE TV	23.96
210	HERITAGE PRESERVATION	9.64
213	FIRE & AMBULANCE	6,759.49
220	LEDUC HISTORIC ESTATE	10.04
401	PARKS CAPITAL PROJECTS	54,953.72
407	HEDRA	17.22
483	2023 IMPROVEMENTS	412,385.00
600	WATER	11,878.07
601	WASTEWATER	172.98
603	STORM WATER UTILITY	258.89
615	ARENA	529.19
620	HYDRO ELECTRIC	10.67
703	VEHICLE AND EQUIP FUND	25.00

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 GRAND TOTAL: 539,473.13  
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*City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers  
**From:** John Townsend, Fire Chief  
**Date:** June 26, 2023  
**Item:** Accept a Donation from Ray Kieffer on Behalf of Richard Kieffer

**Council Action Requested:** Council is asked to accept a donation in the amount of \$400.00, made to the fire department, and to adjust the fire donation account #213-210-2100-5815 in the same amount.

**Background Information:** Ray Kieffer, on behalf of Richard Kieffer, has made this donation to be used towards the current needs of the fire department and ambulance service.

**Financial Impact:** Increase fire donation account by \$400.00

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachment:** Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

VIII-02

**RESOLUTION 06 - - 23**

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF  
DONATIONS TO THE HASTINGS FIRE DEPARTMENT**

**WHEREAS**, Ray Kieffer, on behalf of Richard Kieffer, made a donation to be designated to the fire department; and

**WHEREAS**, the City Council is appreciative of the donation and commends Ray Kieffer for their civic efforts,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota; That the donation is accepted and acknowledged with gratitude; and

Adopted this 26th day of June, 2023.

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

Attest:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



**HASTINGS FIRE DEPARTMENT**  
**RELIEF ASSOCIATION**



Alan E. Storlie, President  
115 West 5<sup>th</sup> Street  
Hastings, MN 55033-1815

Business Office (651) 480-6150  
Fax (651) 480-6170

TO: Mayor Fasbender  
Council Members

FROM: Hastings Fire Department Relief Association

DATE: June 19<sup>th</sup>, 2023

SUBJECT: Request for approval of One-Day Liquor License Application and Charitable Gambling Application for 82<sup>nd</sup> Annual Booya.

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The Hastings Fire Department Relief Association is requesting Council approval for a one-day liquor license, to allow for the sale of beer at Saint Elizabeth Ann Seton Church 2035 15<sup>th</sup> Street West, during our 82<sup>nd</sup> Annual Booya, to be held on Saturday, September 9th, 2023. We also request that you waive the customary fee. In addition, we are requesting approval to allow charitable gambling at the above-mentioned site / event.

Attached you will find an application for a temporary on-sale liquor license and an application for charitable gambling. These items will need to be signed, upon your approval, and returned to us so that we may forward them to the appropriate State agencies.

Thank you for your consideration of this matter. If you should have any questions, please feel free to contact Craig Latch or Al Storlie at 651-480-6150.

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 06 - - 23**

**RESOLUTION APPROVING THE APPLICATION BY  
THE HASTINGS FIRE RELIEF ASSOCIATION  
FOR A ONE-DAY TEMPORARY LIQUOR LICENSE  
AND ONE-DAY GAMBLING PERMIT**

**WHEREAS**, the Hastings Fire Relief Association has presented applications for a one-day temporary liquor license and a one-day gambling permit for September 9<sup>th</sup>, 2023 at Saint Elizabeth Ann Seton Church, 2035 15<sup>th</sup> Street West; and

**WHEREAS**, the associated fees for a temporary liquor license and one-day gambling permit have been waived.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings, that the one-day temporary liquor license and one-day gambling permit are approved and the associated fees are waived.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 26<sup>TH</sup> DAY OF JUNE, 2023.**

ATTEST:

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Mary D. Fasbender, Mayor

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Kelly Murtaugh, City Clerk



MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Hastings Fire Department Relief Association Previous Gambling Permit Number: X- 19043-22-013  
Minnesota Tax ID Number, if any: 3327681 Federal Employer ID Number (FEIN), if any: 41-6030634  
Mailing Address: 115 5th Street West  
City: Hastings State: MN Zip: 55033 County: Dakota  
Name of Chief Executive Officer (CEO): Alan E. Storlie  
CEO Daytime Phone: 651-480-6150 CEO Email: astorlie@hastingsmn.gov  
(permit will be emailed to this email address unless otherwise indicated below)  
Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):  
 Fraternal  Religious  Veterans  Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Saint Elizabeth Ann Seton Church  
Physical Address (do not use P.O. box): 2035 15th Street West  
Check one:  
 City: Hastings Zip: 55033 County: Dakota  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Date(s) of activity (for raffles, indicate the date of the drawing): September 9th, 2023

Check each type of gambling activity that your organization will conduct:

- Bingo  Paddlewheels  Pull-Tabs  Tipboards  Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

# LG220 Application for Exempt Permit

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board) VIII-03

### CITY APPROVAL for a gambling premises located within city limits

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before submitting application to the Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Alan E. Storlie* Date: 6/20/2023  
(Signature must be CEO's signature; designee may not sign)

Print Name: Alan E. Storlie

### REQUIREMENTS

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

### MAIL APPLICATION AND ATTACHMENTS

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
 651-201-7507 TTY 651-282-6555

VIII-03

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
Hastings Fire Department Relief Association	2/1/1924	41-6030634

Organization Address (No PO Boxes)	City	State	Zip Code
115 5th Street West	Hastings	MN	55033

Name of person making application	Business phone	Home phone
Craig Latch	6514806150	

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
9/9/2023	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input checked="" type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Alan Storlie, President	Hastings	MN	55033

Organization officer's name	City	State	Zip Code
Craig Latch, Treasurer	Hastings	MN	55033

Organization officer's name	City	State	Zip Code
TimothyLikes,Secretary	Hastings	MN	55033

Location where permit will be used. If an outdoor area, describe.  
 Saint Elizabeth Ann Seton Church, 2035 15th Street West, Hastings, MN 55033

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
 N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 MN Liquor Liability Assigned Risk 50/100/10

APPROVAL  
 APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Hastings  
 City or County approving the license

\_\_\_\_\_  
 Date Approved

Waived  
 Fee Amount

9/9/2023  
 Permit Date

Event in conjunction with a community festival  Yes  No  
 22,200  
 Current population of city

\_\_\_\_\_  
 City or County E-mail Address

\_\_\_\_\_  
 Please Print Name of City Clerk or County Official

\_\_\_\_\_  
 Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**  
**No Temp Applications faxed or mailed. Only emailed.**  
**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY**  
**PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY**  
**CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: June 26, 2023**  
**Item: One-Day Temporary Gambling Permit for Carpenter St. Croix Valley Nature Center**

**Council Action Requested:**

Approve the attached resolution approving the one-day temporary gambling permit for the Carpenter St. Croix Valley Nature Center.

**Background Information:**

Carpenter St. Croix Valley Nature Center submitted an application for a one-day temporary gambling permit for July 17, 2023 for a raffle to be held at the Hastings Golf Club, 2015 Westview Drive.

**Financial Impact:**

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

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 06 - - 23**

**RESOLUTION APPROVING THE APPLICATION BY  
CARPENTER ST. CROIX VALLEY NATURE CENTER FOR A  
TEMPORARY ONE-DAY GAMBLING PERMIT**

**WHEREAS**, the Carpenter St. Croix Valley Nature Center has presented an application to the City of Hastings for a one-day temporary gambling permit on July 17, 2023 to be held at the Hastings Golf Club, 2015 Westview Drive, Hastings; and;

**WHEREAS**, the Minnesota Gambling Control Board 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.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 26<sup>TH</sup>  
DAY OF JUNE, 2023.**

ATTEST:

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

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: June 26, 2023**  
**Item: Approve Renewal of Tobacco Licenses for 2023 – 2024 Licensing Period**

**Council Action Requested:**

Approve the attached resolution approving tobacco license renewals.

**Background Information:**

The City has received and reviewed applications for renewal of all tobacco licenses for the July 1, 2023 – June 30, 2024 licensing period; all establishments are listed in the attached resolution.

Approvals and issuance of licenses are contingent upon the submittal of all required documents, fees, completion of a criminal history background investigation by the Hastings Police Department, and passing inspection by the Hastings Fire Marshal.

**Financial Impact:**

License revenue is included in the budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION NO. 06 - - 23  
APPROVING RENEWAL OF TOBACCO LICENSES FOR 2023 – 2024**

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

**WHEREAS**, approval and issuance of licenses are contingent upon the City receiving all required documents, fees, completion of a criminal history background investigation by the Hastings Police Department, and passing inspection by the Hastings Fire Marshal.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the following licenses are approved for the July 1, 2023 – June 30, 2024 licensing period, unless revoked by City Council.

<i>Licensee</i>	<i>DBA</i>	<i>Address</i>
Coborn's Inc.	Coborn's Superstore #2037	225 33 <sup>rd</sup> Street West
Coborn's Inc.	Little Dukes	225 33 <sup>rd</sup> Street West
Coborn's Inc.	Coborn's Liquor	225 33 <sup>rd</sup> Street West
H Tobacco	H Tobacco	1310 Vermillion Street
Hastings 2002 LLC	Cub Foods	1729 Market Blvd.
Hastings Social LLC	Alley Cat Liquor	111 3 <sup>rd</sup> Street East
Hastings Tobacco & Vape, Inc.	Hastings Tobacco & Vape	1769 Market Blvd.
Jake's Discount Liquor Inc.	Jake's Discount Liquor	1609 Vermillion Street
Kwik Trip Inc.	Kwik Trip #249	1630 Vermillion Street
Linn Retail Centers, Inc.	Hastings Holiday Station #3563	1500 Vermillion Street
Miller & Holmes Inc.	M & H Gas	1402 Vermillion Street
KTEK LLC	ACE Liquor Store	1250 South Frontage Road, Suite 330
Northern Tier Retail LLC	Speedway #4486	1390 South Frontage Road
Northern Tier Retail LLC	Speedway #4539	215 33 <sup>rd</sup> Street West
Rondeau Enterprises LLC	House of Wines & Liquor	1225 Vermillion Street
Supervalu, Inc.	Cub Discount Liquor	1729 Market Blvd.
Walgreens Company	Walgreens	1017 Vermillion Street
Walmart Inc.	Walmart Supercenter #1472	1752 North Frontage Road
Westview Smokes, Inc.	Westview Smokes	1355 South Frontage Road, Suite 420

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA ON THIS 26TH DAY OF JUNE, 2023**

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

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



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: June 26, 2023**  
**Item: Approve New Massage Therapist License for Jennifer Garlough**

**Council Action Requested:**

Adopt the attached resolution approving the New Massage Therapist License for Jennifer Garlough.

**Background Information:**

City Code Chapter 116 requires that massage therapists practicing within the City of Hastings be licensed annually. The licensing period for a massage therapist is January 1 through December 31.

The City has received and reviewed Ms. Garlough's application for a new massage therapist license for the January 1, 2023 - December 31, 2023 licensing period. Approvals and issuance of licenses are contingent upon the City receiving all license fees, required documents and completion of a criminal history background investigation conducted by the Hastings Police Department.

**Financial Impact:**

License revenue is included in the budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution



**CITY OF HASTINGS  
COUNTIES OF DAKOTA AND WASHINGTON  
RESOLUTION NO. 06 - - 23  
A RESOLUTION APPROVING MASSAGE THERAPIST  
LICENSE RENEWAL FOR JENNIFER GARLOUGH**

**WHEREAS**, the City has received and reviewed Ms. Garlough’s application for a new massage therapist license; and

**WHEREAS**, approval and issuance of licenses are contingent upon the City receiving license fees, required documents, and completion of a criminal history background investigation conducted by the Hastings Police Department.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota that the new massage therapist license for Jennifer Garlough is approved for the January 1, 2023 – December 31, 2023 licensing period.

Adopted on this 26<sup>th</sup> day of June, 2023.

---

Mary D. Fasbender, Mayor

Attest:

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Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: June 26, 2023**  
**Item: Approve Liquor License Amendment for Pizza on 50<sup>th</sup> & France, Inc. dba Carbone's Pizza of Hastings, 1290 N. Frontage Road**

**Council Action Requested:**

Approve the liquor license amendment for Pizza on 50<sup>th</sup> & France, Inc. dba Carbone's Pizza of Hastings, allowing liquor to be served on the property premise expansion.

**Background Information:**

Pizza on 50<sup>th</sup> & France, Inc. dba Carbone's Pizza of Hastings, 1290 N. Frontage Road submitted a request to add a patio in the parking lot of the front side of the establishment. This patio expansion is not permanent and will be granted for a three year term. Pizza on 50<sup>th</sup> & France, Inc. has applied for a liquor license amendment allowing for the service of liquor in the additional patio area. Council approval is needed for the liquor license amendment. Notification of neighbors and a public hearing is not required because the expansion does not exceed 25% of the parking lot and is not in the right-of-way. Staff has reviewed the application and recommends approval.

**Financial Impact:**

N/A

**Advisory Commission Discussion:**

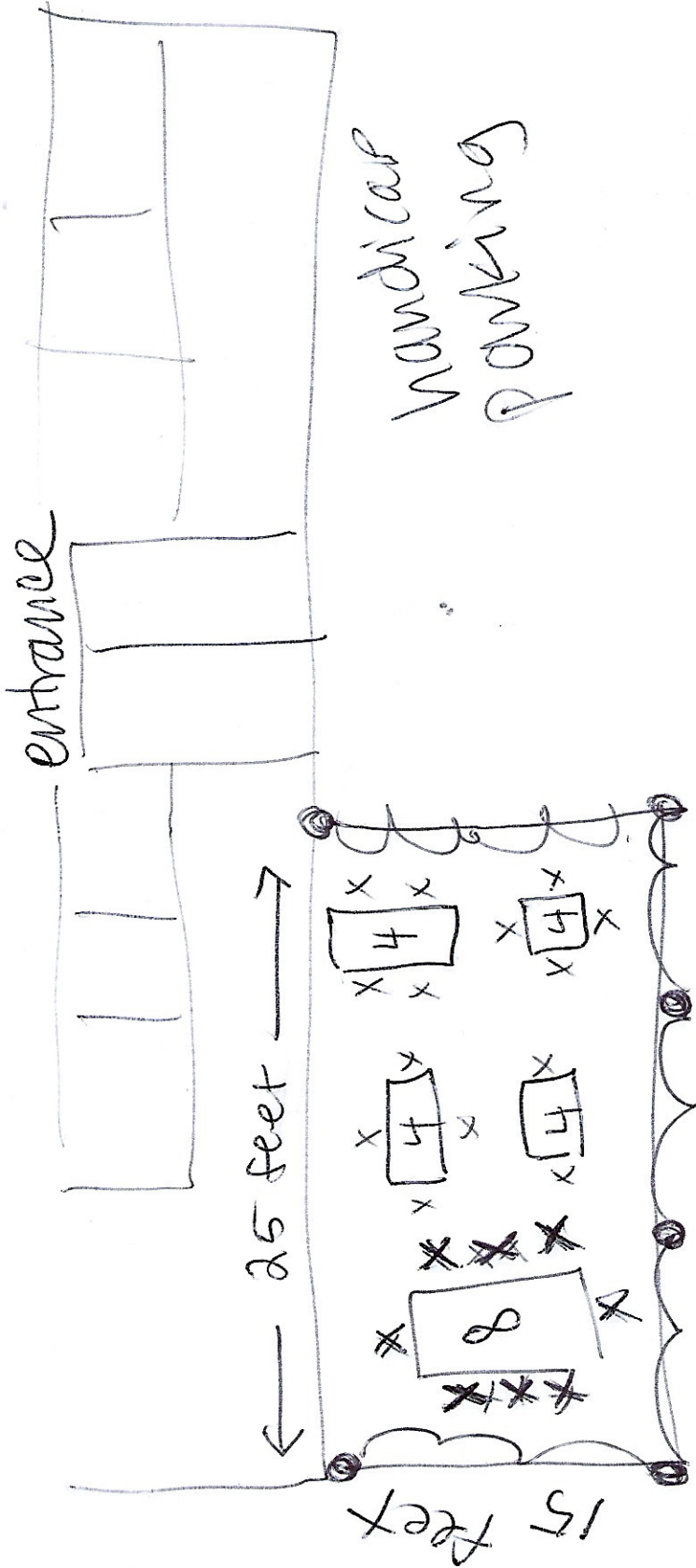
N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Patio Expansion Sketch



24 seats

Patio Plans Carbones 2023-2025



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: June 26, 2023**  
**Item: Approve Liquor License Renewals for Rehoboth, Inc. dba Bimi Thai Restaurant and El Original Mexican Restaurant for the 2023 - 2024 Licensing Period**

**Council Action Requested:**

Approve the attached resolution approving liquor license renewal for Rehoboth, Inc. dba Bimi Thai Restaurant and El Original Mexican Restaurant for the 2023 – 2024 Licensing Period.

**Background Information:**

The City has received and reviewed an application for an On-Sale Wine and On-Sale 3.2% liquor license renewal for Rehoboth, Inc. dba Bimi Thai Restaurant, 1840 Vermillion Street, and an On-Sale Sunday Intoxicating liquor license renewal for El Original Mexican Restaurant, 1789 Market Blvd., for the July 1, 2023 – June 30, 2024 licensing period.

Approval and issuance of the license are contingent upon the submittal of all required documents, fees, and completion of a criminal history background investigation by the Hastings Police Department.

**Financial Impact:**

The associated fees have been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION 06 - - 23  
APPROVING LIQUOR LICENSE RENEWAL  
FOR REHOBOTH, INC. DBA BIMI THAI RESTAURANT AND  
EL ORIGINAL MEXICAN RESTAURANT FOR 2023 – 2024**

**WHEREAS**, the City has received and reviewed an application for an On-Sale Wine and On-Sale 3.2% liquor license renewal for Rehoboth, Inc. dba Bimi Thai Restaurant, 1840 Vermillion Street and an On-Sale Sunday Intoxicating liquor license renewal for El Original Mexican Restaurant, 1789 Market Blvd.; and

**WHEREAS**, approval and issuance of licenses are contingent upon the submittal of all required documents, fees, and completion of criminal history background investigation by the Hastings Police Department.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the liquor license renewals for Rehoboth, Inc. dba Bimi Thai Restaurant and El Original Mexican Restaurant are approved for the July 1, 2023 – June 30, 2024 licensing period, unless revoked by City Council.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 26<sup>th</sup> DAY OF JUNE, 2023.**

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

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



*City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers  
**From:** Emily King, Deputy City Clerk  
**Date:** June 26, 2023  
**Item:** Approve New Liquor License for Confluence Development LLC dba The Confluence Hotel and Missi's Sip & Savor

**Council Action Requested:**

Approve the attached resolution allowing Confluence Development LLC dba The Confluence Hotel and Missi's Sip & Savor, 200 2<sup>nd</sup> Street West, to hold an On-Sale Sunday and Off-Sale Intoxicating Liquor License.

**Background Information:**

Mr. Patrick Regan, of Confluence Development LLC dba The Confluence Hotel and Missi's Sip & Savor, 200 2<sup>nd</sup> Street West, submitted a liquor license application to be able to conduct On-Sale Sunday and Off-Sale Intoxicating Liquor sales at Confluence Development LLC dba The Confluence Hotel and Missi's Sip & Savor. All applicable fees have been paid at this time. Approvals and issuance of licenses are contingent upon the submittal of all required insurance documents and successful completion of a criminal history background investigation by the Hastings Police Department in addition to completion of all building permits, inspections conducted by the Minnesota Department of Public Safety – Alcohol and Gambling Enforcement Division and the Hastings Building Department.

**Financial Impact:**

License revenue is included in the budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 06 - - 23**

**RESOLUTION APPROVING THE APPLICATION BY  
CONFLUENCE DEVELOPMENT LLC DBA  
THE CONFLUENCE HOTEL AND MISSI'S SIP & SAVOR  
FOR AN ON-SALE SUNDAY AND OFF-SALE INTOXICATING LIQUOR LICENSE**

**WHEREAS**, Mr. Patrick Regan, of Confluence Development LLC dba The Confluence Hotel and Missi's Sip & Savor, submitted an On-Sale Sunday and Off-Sale Intoxicating Liquor License.

**WHEREAS**, Approvals and issuance of licenses are contingent upon the submittal of all required insurance documents and successful completion of a criminal history background investigation by the Hastings Police Department in addition to completion of all building permits, inspections conducted by the Minnesota Department of Public Safety – Alcohol and Gambling Enforcement Division and the Hastings Building Department.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the On-Sale Sunday and Off-Sale Intoxicating Liquor License application for Confluence Development LLC dba The Confluence Hotel and Missi's Sip & Savor is approved.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, MINNESOTA  
THIS 26<sup>TH</sup> DAY OF JUNE 2023.**

---

Mary D. Fasbender, Mayor

ATTEST:

---

Kelly Murtaugh, City Clerk



## *City Council Memorandum*

**To:** Mayor Fasbender & City Council Members  
**From:** John Townsend, Fire Chief  
**Date:** June 26, 2023  
**Item:** State of Minnesota School Inspection Agreement

**Council Action Requested:**

Enter into agreement with the State Fire Marshal for inspections of schools.

**Background Information:**

The City of Hastings Fire Department has been conducting school inspections through an ongoing agreement. This agreement is renewed every three years. The fire department will continue to conduct the required inspections in all schools.

**Financial Impact:**

None.

**Advisory Commission Discussion:** None

**Council Committee Discussion:** None

**Attachments:** School Inspection Agreement





# State of Minnesota Joint Powers Agreement School Inspection

SWIFT Contract Number: 227807

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal ("State"), and the **City of Hastings**, acting on behalf of its City of Hastings Fire Department, **115 West 5th Street Hastings, MN 55033** ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

## Recitals

**WHEREAS**, the State, under Minnesota Statutes § 471.59, subdivision 10, is empowered to engage assistance as deemed necessary; and

**WHEREAS**, the State, under Minnesota Statutes § 299F.47, subdivision 1, is required to develop a plan to inspect once every three years every public school facility used for educational purposes; and

**WHEREAS**, the Fire Chief of the Governmental Unit hereby agrees a representative of the Governmental Unit's fire department will conduct all public school and charter school inspections within the Governmental Unit's jurisdiction in accordance with Minnesota Statutes § 299F.47 and to assure uniform enforcement throughout the State of Minnesota; and

**WHEREAS**, the Governmental Unit represents it is duly qualified and willing to perform the services set forth herein;

**NOW, THEREFORE**, it is agreed:

## Agreement

- 1 Term of Agreement**
  - 1.1 Effective Date.** **July 1, 2023**, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
  - 1.2 Expiration Date.** **June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 2 Agreement Between the Parties**
  - 2.1** All public school facilities used for educational purposes and charter schools within the Governmental Unit's jurisdiction will be inspected by the Governmental Unit no less than once during this Agreement.
  - 2.2** All public school facilities and charter schools within the Governmental Unit's jurisdiction will be inspected and enforced in accordance with the requirements of the Minnesota State Fire Code ("MSFC") and MSFC Code interpretations of the State Fire Marshal. MSFC Code interpretations are available to the Governmental Unit on the State's web page, <https://dps.mn.gov/divisions/sfm/fire-code/Pages/interpretations.aspx>.

- 2.3 All Governmental Unit inspectors employed for the purpose of this Agreement are required to successfully complete the State Fire Marshal’s Fire Code update training, including public school code requirements, and are also required to sustain current knowledge of all State Fire Code requirements for public schools.
- 2.4 The State Fire Marshal will provide the required and necessary training for the Governmental Unit’s fire department personnel contracting to conduct public school and charter school inspections.
- 2.5 Copies of the school inspection reports completed by the Governmental Unit must be submitted to the State Fire Marshal and the governing school board(s) within thirty (30) calendar days following inspection. Submission of the reports by the Governmental Unit will be made in PDF format to the following State Fire Marshal electronic mailbox:  
[fm.city.inspections@state.mn.us](mailto:fm.city.inspections@state.mn.us).
- 2.6 All variances to the fire code orders must be approved in writing by the State Fire Marshal.

**3 Payment**

The total obligation of the State to the Governmental Unit under this Agreement will not exceed **Zero Dollars (\$0.00)**.

**4 Authorized Representatives**

The State’s Authorized Representative is the person below, or his/her successor:

Name: Forrest Williams  
Address: Department of Public Safety; State Fire Marshal  
445 Minnesota Street, Suite 145  
Saint Paul, MN 55101-5145  
Telephone: **651-769-7784**  
Email Address: **[forrest.williams@state.mn.us](mailto:forrest.williams@state.mn.us)**

The State’s Authorized Representative shall have final authority for acceptance of the Governmental Unit’s services and if such services are satisfactory.

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: Al Storlie, Fire Marshal  
Address: 115 West 5th Street  
Hastings, MN 55033  
Telephone: **651.480.6150**  
Email Address: [astorlie@hastingsmn.gov](mailto:astorlie@hastingsmn.gov)

**5 Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6 Liability**

The State and Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

**7 State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

**8 Government Data Practices**

The State and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

The State or the Governmental Unit may terminate this Agreement at any time, with or without

cause, upon 30 days' written notice to the other party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**APPROVED:**

**GOVERNMENTAL UNIT**

*Governmental Unit certifies that the appropriate person(s) have executed this Agreement on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions, or ordinances.*

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**DEPARTMENT OF PUBLIC SAFETY; STATE FIRE MARSHAL**

BY: \_\_\_\_\_  
(with delegated authority)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**  
*As delegated to the Office of State Procurement*

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ADMIN ID NUMBER: \_\_\_\_\_



***City Council Memorandum***

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

**From:** Charlie Judge, Facilities Manager

**Date:** June 26, 2023

**Item:** Surplus Property

**Council Action Requested:**

Declare air compressor as surplus property and authorize for public sale.

**Background Information:**

The City of Hastings currently has an air compressor that has been replaced with a new air compressor from the Police Department for the HVAC system.

This air compressor is no longer needed for City use, however, still has value. Upon declaration of the air compressor as excess/surplus property, it will be made available for public sale via a commercially available online auction service.

- Curtis Air Compressor 1 HP, 30 Gal. Tank 150 P.S.I. Single stage 208 Volt, 5.2 Amp

**Financial Impact:**

Positive budgetary impact

**Advisory Commission Discussion:**

NA

**Council Committee Discussion:**

NA

**Attachments:**

None



**City of Hastings  
Pay Voucher**

Vendor #:	001254	Date:	6/16/2023
Vendor name:	BCM CONSTRUCTION, INC.	Department:	ENGINEERING
Remittance Address:	15760 ACORN TRAIL FARIBAULT, MN 55021	Ordered by:	RYAN STEMPSKI
		Authorized by:	<div style="border: 1px solid green; padding: 2px; display: inline-block; text-align: center;">                 APPROVED  <small>rstempski, 6/20/2023, 2:00:36 PM</small> </div>

(Signature Required)

Invoice #	Project #	Inv Date	Description (40 Characters)	Invoice Sub Total	Invoice Grand Total	Account #
PAY EST #1	99	5/31	2023 RECON - PAY ESTIMATE #1	412,385.00	412,385.00	483-300-3630-6590
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
<b>Voucher Total:</b>					<b>412,385.00</b>	

Signed: \_\_\_\_\_

City Administrator (over \$5,000)	IN BUDGET:    YES <u>XX</u> NO
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**Request For Payment**

Date: 5/31/2023

Project: 2023 Neighborhood Infrastructure Improvements

Contractor: BCM Construction Inc.

Request Number: 1

Payment Period: 5/1/2023 - 5/31/2023

VIII-12

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Payments		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #1 Quantity	Amount
1	CLEARING	TREE	14	\$ 650.00	\$ 9,100.00		\$ -		\$ -		\$ -
2	GRUBBING	TREE	15	\$ 315.00	\$ 4,725.00		\$ -		\$ -		\$ -
3	REMOVE EXISTING GATE VALVE	EA	25	\$ 200.00	\$ 5,000.00	10	\$ 2,000.00		\$ -	10	\$ 2,000.00
4	REMOVE EXISTING HYDRANT & GATE VALVE	EA	4	\$ 515.00	\$ 2,060.00		\$ -		\$ -		\$ -
5	REMOVE EXISTING STORM SEWER STRUCTURE (ALL DEPTHS & SIZES)	EA	60	\$ 415.00	\$ 24,900.00	15	\$ 6,225.00		\$ -	15	\$ 6,225.00
6	REMOVE EXISTING SANITARY MANHOLE	EA	4	\$ 350.00	\$ 1,400.00		\$ -		\$ -		\$ -
7	REMOVE EXISTING CONCRETE PEDESTRIAN RAMP	EA	39	\$ 170.00	\$ 6,630.00	7	\$ 1,190.00		\$ -	7	\$ 1,190.00
8	SALVAGE AND REINSTALL MAIL BOX	EA	7	\$ 185.00	\$ 1,295.00		\$ -		\$ -		\$ -
9	INSTALL MAIL BOX	EA	3	\$ 185.00	\$ 555.00		\$ -		\$ -		\$ -
10	SAWCUT EXISTING BITUMINOUS PAVEMENT	LF	750	\$ 4.00	\$ 3,000.00		\$ -		\$ -		\$ -
11	SAWCUT EXISTING CONCRETE PAVEMENT	LF	50	\$ 8.00	\$ 400.00		\$ -		\$ -		\$ -
12	REMOVE CONCRETE CURB & GUTTER	LF	10670	\$ 3.60	\$ 38,412.00	2200	\$ 7,920.00		\$ -	2200	\$ 7,920.00
13	REMOVE EXISTING STORM SEWER PIPE (ALL DEPTHS & SIZES)	LF	1358	\$ 8.50	\$ 11,543.00	835	\$ 7,097.50		\$ -	835	\$ 7,097.50
14	REMOVE EXISTING SANITARY SEWER PIPE (ALL DEPTHS & SIZES)	LF	80	\$ 8.50	\$ 680.00		\$ -		\$ -		\$ -
15	SAND FILL AND ABANDON WATER MAIN	LF	800	\$ 7.00	\$ 5,600.00		\$ -		\$ -		\$ -
16	REMOVE EXISTING WATER MAIN (ALL DEPTHS & SIZES)	LF	243	\$ 14.00	\$ 3,402.00		\$ -		\$ -		\$ -
17	REMOVE CONCRETE SIDEWALK	SY	2100	\$ 9.00	\$ 18,900.00		\$ -		\$ -		\$ -
18	REMOVE CONCRETE DRIVEWAY	SY	469	\$ 9.00	\$ 4,221.00		\$ -		\$ -		\$ -
19	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	60	\$ 11.00	\$ 660.00		\$ -		\$ -		\$ -
20	REMOVE BITUMINOUS PAVEMENT	SY	25450	\$ 0.80	\$ 20,360.00	16500	\$ 13,200.00		\$ -	16500	\$ 13,200.00
21	REMOVE MAIL BOX SPECIAL	EA	2	\$ 350.00	\$ 700.00		\$ -		\$ -		\$ -
22	SUBGRADE PREPARATION OF RECLAIMED SURFACE	SY	11140	\$ 1.10	\$ 12,254.00		\$ -		\$ -		\$ -
23	COMMON EXCAVATION (EV)	CY	6330	\$ 19.75	\$ 125,017.50	1463	\$ 28,894.25		\$ -	1463	\$ 28,894.25
24	COMMON EXCAVATION TRAIL (EV)	CY	1040	\$ 17.00	\$ 17,680.00		\$ -		\$ -		\$ -
25	HAUL EXCESS RECLAIM MATERIAL (LV)	CY	1014	\$ 9.50	\$ 9,633.00		\$ -		\$ -		\$ -
26	SUBGRADE CORRECTION (EV)	CY	1650	\$ 6.50	\$ 10,725.00		\$ -		\$ -		\$ -
27	CRUSHED ROCK BORROW MATERIAL (LV)	CY	1650	\$ 15.60	\$ 25,740.00		\$ -		\$ -		\$ -
28	GRANULAR PIPE BEDDING (LV)	CY	50	\$ 30.00	\$ 1,500.00		\$ -		\$ -		\$ -
29	SALVAGE AGGREGATE FROM STOCKPILE (MILLINGS)	CY	50	\$ 25.00	\$ 1,250.00		\$ -		\$ -		\$ -
30	AGGREGATE BASE CLASS 5 (STREET)	TON	10511	\$ 12.75	\$ 134,015.25	2343	\$ 29,873.25		\$ -	2343	\$ 29,873.25
31	AGGREGATE BASE CLASS 5 (TRAIL OR WALK)	TON	1281	\$ 21.00	\$ 26,901.00		\$ -		\$ -		\$ -
32	BIT JOINT SAWING AND SEALING	LF	6780	\$ 4.20	\$ 28,476.00		\$ -		\$ -		\$ -
33	JOINT ADHESIVE	LF	17065	\$ 0.80	\$ 13,652.00		\$ -		\$ -		\$ -
34	FULL DEPTH PAVEMENT RECLAMATION - 8-10 INCHES	SY	11140	\$ 3.25	\$ 36,205.00		\$ -		\$ -		\$ -
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	5264	\$ 5.25	\$ 27,636.00		\$ -		\$ -		\$ -
36	BITUMINOUS DRIVEWAY SPWEB240B/SPNW230B	SY	60	\$ 63.00	\$ 3,780.00		\$ -		\$ -		\$ -
37	BITUMINOUS WEAR COURSE MIX SPWEB340C (STREET)	TON	3847	\$ 78.50	\$ 301,989.50		\$ -		\$ -		\$ -
38	BITUMINOUS NON WEAR COURSE MIX SPNW330C (STREET)	TON	6370	\$ 78.50	\$ 500,045.00		\$ -		\$ -		\$ -
39	BITUMINOUS WEAR COURSE MIX: SPWEB340B (TRAIL)	TON	755	\$ 84.00	\$ 63,420.00		\$ -		\$ -		\$ -
40	12" RCP DES 3006 CL III	LF	58	\$ 127.00	\$ 7,366.00		\$ -		\$ -		\$ -
41	15" RCP DES 3006 CL III	LF	1911	\$ 84.50	\$ 161,479.50	750	\$ 63,375.00		\$ -	750	\$ 63,375.00
42	18" RCP DES 3006 CL III	LF	111	\$ 101.00	\$ 11,211.00	78	\$ 7,878.00		\$ -	78	\$ 7,878.00
43	21" RCP DES 3006 CL III	LF	15	\$ 108.00	\$ 1,620.00		\$ -		\$ -		\$ -
44	CONNECT TO EXISTING STORM SEWER STRUCTURE	EA	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -		\$ -
45	CONNECT TO EXISTING STORM SEWER	EA	29	\$ 400.00	\$ 11,600.00	6	\$ 2,400.00		\$ -	6	\$ 2,400.00
46	CONST DRAINAGE STRUCTURE 24" X 36"	EA	40	\$ 3,350.00	\$ 134,000.00	8	\$ 26,800.00		\$ -	8	\$ 26,800.00



ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Payments		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #1 Quantity	Amount
47	CONST DRAINAGE STRUCTURE 4020 48" DIA	EA	20	\$ 4,150.00	\$ 83,000.00	7	\$ 29,050.00		\$ -	7	\$ 29,050.00
48	REPLACE EXISTING STORM SEWER CASTING SPECIAL	EA	8	\$ 1,350.00	\$ 10,800.00		\$ -		\$ -		\$ -
49	ADJUST FRAME RING AND CASTING (SPECIAL)	EA	21	\$ 700.00	\$ 14,700.00		\$ -		\$ -		\$ -
50	HYDRODYNAMIC SEPARATOR	EA	3	\$ 18,200.00	\$ 54,600.00		\$ -		\$ -		\$ -
51	GEOTEXTILE FILTER MATERIAL TYPE IV	SY	50	\$ 5.00	\$ 250.00		\$ -		\$ -		\$ -
52	4" CONCRETE SIDEWALK	SF	2750	\$ 7.30	\$ 20,075.00		\$ -		\$ -		\$ -
53	6" CONCRETE SIDEWALK	SF	390	\$ 9.40	\$ 3,666.00		\$ -		\$ -		\$ -
54	B618 CONCRETE CURB & GUTTER	LF	10920	\$ 19.60	\$ 214,032.00		\$ -		\$ -		\$ -
55	CONCRETE VALLEY GUTTER	LF	400	\$ 37.00	\$ 14,800.00		\$ -		\$ -		\$ -
56	REMOVE & REPLACE EXISTING CURB & GUTTER (ALL TYPES & SIZES)	LF	1485	\$ 31.25	\$ 46,406.25		\$ -		\$ -		\$ -
57	6" CONCRETE DRIVEWAY PAVEMENT	SY	530	\$ 67.00	\$ 35,510.00		\$ -		\$ -		\$ -
58	CONCRETE PEDESTRIAN RAMP	EA	44	\$ 2,150.00	\$ 94,600.00		\$ -		\$ -		\$ -
59	TRAFFIC CONTROL	LS	1	\$ 12,600.00	\$ 12,600.00	0.5	\$ 6,300.00		\$ -	0.5	\$ 6,300.00
60	ROCK CONSTRUCTION EXIT	EA	7	\$ 700.00	\$ 4,900.00		\$ -		\$ -		\$ -
61	STORM DRAIN INLET PROTECTION	EA	65	\$ 125.00	\$ 8,125.00	22	\$ 2,750.00		\$ -	22	\$ 2,750.00
62	SILT FENCE, TYPE MS	LF	250	\$ 5.00	\$ 1,250.00		\$ -		\$ -		\$ -
63	FLOTATION SILT CURTAIN, TYPE MOVING WATER	LF	50	\$ 25.00	\$ 1,250.00		\$ -		\$ -		\$ -
64	EROSION & SEDIMENT CONTROL	LS	1	\$ 4,500.00	\$ 4,500.00	0.5	\$ 2,250.00		\$ -	0.5	\$ 2,250.00
65	LOAM TOPSOIL BORROW (LV)	CY	1550	\$ 25.00	\$ 38,750.00		\$ -		\$ -		\$ -
66	EROSION CONTROL BLANKETS CATEGORY 4	SY	50	\$ 4.20	\$ 210.00		\$ -		\$ -		\$ -
67	SEEDING, BLOWN COMPOST	SY	12025	\$ 5.50	\$ 66,137.50		\$ -		\$ -		\$ -
68	PAVEMENT MESSAGE PAINT (RIGHT OR LEFT ARROW)	EA	4	\$ 84.00	\$ 336.00		\$ -		\$ -		\$ -
69	4" SOLID LINE PAINT	LF	10850	\$ 0.20	\$ 2,170.00		\$ -		\$ -		\$ -
70	12" SOLID LINE PAINT	LF	80	\$ 12.00	\$ 960.00		\$ -		\$ -		\$ -
71	4" BROKEN LINE PAINT	LF	1040	\$ 0.20	\$ 208.00		\$ -		\$ -		\$ -
72	CROSSWALK PAINT	SF	108	\$ 9.50	\$ 1,026.00		\$ -		\$ -		\$ -
73	TEMPORARY BYPASS PUMPING	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -		\$ -
74	CONNECT TO EXISTING SANITARY SEWER STRUCTURE	EA	1	\$ 1,300.00	\$ 1,300.00		\$ -		\$ -		\$ -
75	CONNECT TO EXISTING SANITARY SEWER	EA	1	\$ 980.00	\$ 980.00		\$ -		\$ -		\$ -
76	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	10	\$ 500.00	\$ 5,000.00		\$ -		\$ -		\$ -
77	4" ON 8" PVC WYE	EA	10	\$ 340.00	\$ 3,400.00		\$ -		\$ -		\$ -
78	4" PVC SDR 26 (FOR SERVICES)	LF	330	\$ 48.00	\$ 15,840.00		\$ -		\$ -		\$ -
79	8" PVC SDR 35	LF	658	\$ 59.00	\$ 38,822.00		\$ -		\$ -		\$ -
80	10" PVC SDR 35	LF	306	\$ 72.00	\$ 22,032.00		\$ -		\$ -		\$ -
81	8" DIP SANITARY SEWER (ALL DEPTHS)	LF	20	\$ 180.00	\$ 3,600.00		\$ -		\$ -		\$ -
82	CONSTRUCT 8" OUTSIDE DROP	LF	4	\$ 1,200.00	\$ 4,800.00		\$ -		\$ -		\$ -
83	TELEWISE SANITARY SEWER	LF	964	\$ 4.00	\$ 3,856.00		\$ -		\$ -		\$ -
84	REPLACE EXISTING SANITARY SEWER CASTING	EA	4	\$ 1,100.00	\$ 4,400.00		\$ -		\$ -		\$ -
85	48" DIA. SSMH	EA	5	\$ 6,000.00	\$ 30,000.00		\$ -		\$ -		\$ -
86	EXTRA DEPTH MH 10'+	LF	3	\$ 420.00	\$ 1,260.00		\$ -		\$ -		\$ -
87	CONNECT TO EXISTING WATERMAIN	EA	18	\$ 900.00	\$ 16,200.00	9	\$ 8,100.00		\$ -	9	\$ 8,100.00
88	CONNECT TO EXISTING WATER SERVICE	EA	11	\$ 300.00	\$ 3,300.00		\$ -		\$ -		\$ -
89	1" CORP STOP	EA	10	\$ 550.00	\$ 5,500.00		\$ -		\$ -		\$ -
90	2" CORP STOP	EA	1	\$ 880.00	\$ 880.00		\$ -		\$ -		\$ -
91	1" CURB STOP AND BOX	EA	10	\$ 600.00	\$ 6,000.00		\$ -		\$ -		\$ -
92	2" CURB STOP AND BOX	EA	1	\$ 1,060.00	\$ 1,060.00		\$ -		\$ -		\$ -
93	HYDRANT 7.5' BURY W/GATE VALVE	EA	5	\$ 8,400.00	\$ 42,000.00	1	\$ 8,400.00		\$ -	1	\$ 8,400.00
94	REPLACE EXISTING GATE VALVE BOX	EA	7	\$ 750.00	\$ 5,250.00		\$ -		\$ -		\$ -
95	CURB STOP COVER CASTING	EA	3	\$ 360.00	\$ 1,080.00		\$ -		\$ -		\$ -
96	ADJUST GATE VALVE SPECIAL - BOLT REPLACEMENT	EA	7	\$ 1,650.00	\$ 11,550.00		\$ -		\$ -		\$ -
97	ADJUST EXISTING GATE VALVE BOX	EA	24	\$ 160.00	\$ 3,840.00		\$ -		\$ -		\$ -
98	6" GATE VALVE & BOX	EA	15	\$ 2,225.00	\$ 33,375.00	8	\$ 17,800.00		\$ -	8	\$ 17,800.00
99	8" GATE VALVE & BOX	EA	7	\$ 3,050.00	\$ 21,350.00	5	\$ 15,250.00		\$ -	5	\$ 15,250.00
100	12" GATE VALVE & BOX	EA	2	\$ 5,350.00	\$ 10,700.00		\$ -		\$ -		\$ -
101	CURB STOP BOX REPAIR/EXTENSION	EA	1	\$ 650.00	\$ 650.00		\$ -		\$ -		\$ -
102	CONSTRUCT TEMPORARY WATERMAIN & SERVICES	LF	1850	\$ 6.75	\$ 12,487.50	744	\$ 5,022.00		\$ -	744	\$ 5,022.00

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Payments		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #1 Quantity	Amount
103	CURB STOP EXTRA DEPTH	LF	1	\$ 415.00	\$ 415.00		\$ -		\$ -		\$ -
104	1" TYPE K COPPER W/FITTINGS	LF	300	\$ 54.00	\$ 16,200.00		\$ -		\$ -		\$ -
105	2" HDPE (CTS) WATER SERVICE	LF	38	\$ 75.00	\$ 2,850.00		\$ -		\$ -		\$ -
106	6" C-900 PVC W/FITTINGS	LF	1460	\$ 56.00	\$ 81,760.00	325	\$ 18,200.00		\$ -	325	\$ 18,200.00
107	6" DIP W/FITTINGS	LF	70	\$ 120.00	\$ 8,400.00	29	\$ 3,480.00		\$ -	29	\$ 3,480.00
108	8" C-900 PVC W/FITTINGS	LF	2940	\$ 65.00	\$ 191,100.00	1522	\$ 98,930.00		\$ -	1522	\$ 98,930.00
109	12" C-900 PVC W/FITTINGS	LF	92	\$ 180.00	\$ 16,560.00		\$ -		\$ -		\$ -
110	2" INSULATION 4'X8' SHEET	SY	15	\$ 38.00	\$ 570.00		\$ -		\$ -		\$ -
111	REMOVE ORNAMENTAL METAL RAILING	LF	116	\$ 37.00	\$ 4,292.00		\$ -		\$ -		\$ -
112	REMOVE CONCRETE APPROACH PANELS	SF	180	\$ 48.00	\$ 8,640.00		\$ -		\$ -		\$ -
113	REMOVE CONCRETE SIDEWALK	SF	220	\$ 8.00	\$ 1,760.00		\$ -		\$ -		\$ -
114	SIDEWALK CONCRETE (3S52)	SF	878	\$ 59.00	\$ 51,802.00		\$ -		\$ -		\$ -
115	REINFORCEMENT BARS (EPOXY COATED)	LB	3315	\$ 3.15	\$ 10,442.25		\$ -		\$ -		\$ -
116	BRIDGE APPROACH PANELS	SY	45	\$ 800.00	\$ 36,000.00		\$ -		\$ -		\$ -
117	REMOVE CONCRETE BRIDGE DECK	SF	6	\$ 210.00	\$ 1,260.00		\$ -		\$ -		\$ -
118	REMOVE CONCRETE BRIDGE SIDEWALK	LF	115	\$ 28.00	\$ 3,220.00		\$ -		\$ -		\$ -
119	ANCHORAGES TYPE REINF BARS	EA	254	\$ 48.00	\$ 12,192.00		\$ -		\$ -		\$ -
120	RECONSTRUCT EXPANSION JOINT TYPE B	LF	7	\$ 1,575.00	\$ 11,025.00		\$ -		\$ -		\$ -
121	CONCRETE SURFACE REPAIR, TYPE 2	SF	6	\$ 210.00	\$ 1,260.00		\$ -		\$ -		\$ -
122	WIRE FENCE, DESIGN S-1 (VINYL COATED)	LF	111	\$ 260.00	\$ 28,860.00		\$ -		\$ -		\$ -

<b>SUBTOTALS:</b>	<b>\$ 3,368,721.25</b>	<b>\$412,385.00</b>		<b>\$412,385.00</b>
	<b>ORIGINAL BID</b>	<b>TOTAL TO DATE</b>	<b>PREVIOUS PAYMENTS</b>	<b>CURRENT PERIOD</b>

**PROJECTS:**

	This Period	Total to Date
2023-1 Neighborhood Infrastructure Improvements	\$412,385.00	\$412,385.00

**CITY OF HASTINGS  
2023 Neighborhood Infrastructure Improvements  
Payment Summary**

VIII-12

Pay Estimate Number	Period	Retainage	Payment
1 (Current)	5/1/2023 - 5/31/2023		\$412,385.00
<b>TOTALS TO DATE:</b>			<b>\$412,385.00</b>

Total Completed to Date: \$ 412,385.00 Less Retainage: Less Previous Payment: Total Amount Due: \$ 412,385.00
--

Application for Payment Number: 1

Contractor: BCM Construction Inc.

**Aaron Miller**

Digitally signed by Aaron Miller  
DN: C=US, E=aamiller@bcmgrading.com,  
CN=Aaron Miller  
Reason: I am approving this document  
Date: 2023.06.15 19:21:07-05'00'

**6/14/23**

Contractor

Date

Engineer



**6/16/2023**

Date

Approved by Owner

Date



**City of Hastings  
Pay Voucher**

VIII-13

Vendor #: 000340  
 Vendor name: PARK CONSTRUCTION  
 Remittance Address: 1481 81ST AVE NE  
MPLS, MN 55432

Date: 6/6/2023  
 Department: ENG  
 Ordered by: ENG/JOHN CAVEN  
 Authorized by: \_\_\_\_\_  
 (Signature Required)

APPROVED  
rstempski , 6/13/2023, 8:47:18 AM

Invoice #	Project #	Inv Date	Description (40 Characters)	Invoice Sub Total	Invoice Grand Total	Account #
1		6/1	2023 MILL & OVERLAY PAY EST #1	214,934.94	214,934.94	101-301-3200-6590
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
<b>Voucher Total:</b>					<b>214,934.94</b>	

Signed: \_\_\_\_\_  
 City Administrator (over \$5,000)

IN BUDGET:	YES	<input checked="" type="checkbox"/>
	NO	<input type="checkbox"/>

**Request For Payment**

Date: **May 31, 2023**  
 Project: **2023 Mill & Overlay Program**  
 Contractor: **Park Construction**  
 Request Number: **1**  
 Payment Period: **5/1/23 - 5/31/23**

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED				
			Quantity	Unit Price	Amount	This Period		To Date		
						Quantity	Amount	Quantity	Amount	
BASE BID										
1	MOBILIZATION	LS	1	\$37,940.18	\$	37,940.18	0.8	\$30,352.14	0.8	\$30,352.14
2	CLEARING	EA	4	\$656.50	\$	2,626.00	4	\$2,626.00	4	\$2,626.00
3	GRUBBING	EA	11	\$252.50	\$	2,777.50	11	\$2,777.50	11	\$2,777.50
4	REMOVE CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	1,891	\$11.67	\$	22,067.97	1,757	\$20,504.19	1,757	\$20,504.19
5	SAWCUT BITUMINOUS (2")	LF	1,118	\$1.37	\$	1,531.66		\$0.00		\$0.00
6	REMOVE CONCRETE SIDEWALK/DRIVEWAY PAVEMENT	SY	221.2	\$30.34	\$	6,711.21	225.9	\$6,853.81	225.9	\$6,853.81
7	REMOVE BIT PAVEMENT	SY	257	\$16.34	\$	4,199.38	259.4	\$4,238.60	259.4	\$4,238.60
8	MILL BITUMINOUS PAVEMENT (2")	SY	39,683	\$1.38	\$	54,762.54		\$0.00		\$0.00
9	JOINT ADHESIVE	LF	33,238	\$0.71	\$	23,598.98		\$0.00		\$0.00
10	BIT MATERIAL FOR TACK COAT	GAL	3,967	\$2.30	\$	9,124.10		\$0.00		\$0.00
11	BIT WEAR COURSE MIX SPWEB340B	TON	4,806	\$62.98	\$	302,681.88		\$0.00		\$0.00
12	BIT NON WEAR COURSE MIX SPNWB330B	TON	242	\$87.24	\$	21,112.08		\$0.00		\$0.00
13	BIT WEAR COURSE MIX SPWEA240B (TRAIL)	TON	25	\$159.22	\$	3,980.50		\$0.00		\$0.00
14	BIT NON WEAR COURSE MIX SPNWB230B (TRAIL)	TON	25	\$156.83	\$	3,915.75		\$0.00		\$0.00
15	ADJUST EXISTING GATE VALVES	EA	29	\$61.03	\$	1,769.87	1	\$61.03	1	\$61.03
16	REPLACE GATE VALVE BOX SECTION	EA	1	\$678.24	\$	678.24		\$0.00		\$0.00
17	ADJUST RINGS & CASTING - CATCH BASIN (REINSTALL CASTING)	EA	5	\$336.62	\$	1,683.10	5	\$1,683.10	5	\$1,683.10
18	ADJUST RINGS & CASTING - CATCH BASIN (NEW CASTING)	EA	1	\$1,497.32	\$	1,497.32		\$0.00		\$0.00
19	ADJUST RINGS & CASTING - MANHOLE (REINSTALL CASTING)	EA	1	\$950.62	\$	950.62		\$0.00		\$0.00
20	ADJUST CASTINGS	EA	38	\$248.45	\$	9,441.10		\$0.00		\$0.00
21	MORTAR RINGS	EA	62	\$137.35	\$	8,515.70		\$0.00		\$0.00
22	CHIMNEY SEAL	EA	9	\$291.23	\$	2,621.07	5	\$1,456.15	5	\$1,456.15
23	4" CONCRETE SIDEWALK	SF	1,500	\$8.87	\$	13,305.00	1,532.7	\$13,595.05	1,532.7	\$13,595.05
24	6" CONCRETE SIDEWALK	SF	919	\$16.88	\$	15,512.72	998.1	\$16,847.93	998.1	\$16,847.93
25	18" CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	1,891	\$38.55	\$	72,898.05	1,757	\$67,732.35	1,757	\$67,732.35
26	TRUNCATED DOWES, CAST IRON	SF	156	\$61.21	\$	9,548.76	134	\$8,202.14	134	\$8,202.14
27	TRAFFIC CONTROL	LS	1	\$6,565.00	\$	6,565.00	0.8	\$5,252.00	0.8	\$5,252.00
28	EROSION & SEDIMENT CONTROL	LS	1	\$17,451.70	\$	17,451.70	0.8	\$13,961.36	0.8	\$13,961.36
29	SEEDING, BLOWN COMPOST	SY	1,343	\$10.11	\$	13,577.73		\$0.00		\$0.00
30	4" SOLID LINE - PAINT	LF	5,407	\$0.28	\$	1,513.96		\$0.00		\$0.00
31	12" SOLID LINE - PAINT	LF	154	\$1.52	\$	234.08		\$0.00		\$0.00
32	24" SOLID LINE - PAINT	LF	68	\$3.03	\$	206.04		\$0.00		\$0.00
33	PAVT MESSAGE (LEFT ARROW) - PAINT	SF	16.5	\$10.10	\$	166.65		\$0.00		\$0.00
34	PAVT MESSAGE (RIGHT ARROW) - PAINT	SF	16.5	\$10.10	\$	166.65		\$0.00		\$0.00

ALTERNATE BID										
35	MOBILIZATION	LS	1	\$11,812.08	\$	11,812.08	0.8	\$9,449.66	0.8	\$9,449.66
36	REMOVE CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	113	\$15.50	\$	1,751.50	113	\$1,751.50	113	\$1,751.50
37	SAWCUT BITUMINOUS (2")	LF	116	\$1.37	\$	158.92		\$0.00		\$0.00
38	MILL BITUMINOUS PAVEMENT (2")	SY	1,903	\$2.07	\$	3,939.21		\$0.00		\$0.00
39	JOINT ADHESIVE	LF	1,997	\$1.02	\$	2,036.94		\$0.00		\$0.00
40	BIT MATERIAL FOR TACK COAT	GAL	191	\$2.59	\$	494.69		\$0.00		\$0.00
41	BIT WEAR COURSE MIX SPWBE340B	TON	231	\$72.49	\$	16,745.19		\$0.00		\$0.00
42	BIT NON WEAR COURSE MIX SPNWB330B	TON	12	\$87.24	\$	1,046.88		\$0.00		\$0.00
43	ADJUST CASTINGS	EA	1	\$307.68	\$	307.68		\$0.00		\$0.00
44	MORTAR RINGS	EA	3	\$163.68	\$	491.04		\$0.00		\$0.00
45	B618 CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	113	\$54.03	\$	6,105.39	114	\$6,159.42	114	\$6,159.42
46	TRAFFIC CONTROL	LS	1	\$505.00	\$	505.00	0.8	\$404.00	0.8	\$404.00
47	EROSION & SEDIMENT CONTROL	LS	1	\$1,283.76	\$	1,283.76	0.8	\$1,027.01	0.8	\$1,027.01
48	SEEDING, BLOWN COMPOST	SY	57	\$28.34	\$	1,615.38		\$0.00		\$0.00

BID TOTAL: \$ 723,626.75

SUB TOTAL:

\$214,934.94

\$214,934.94

CITY OF HASTINGS  
2023 Mill & Overlay Program  
Payment Summary  
5/1/23 through 5/31/23

	This Period	Total to Date
2023 Mill & Overlay Program	\$214,934.94	\$214,934.94
<b>TOTAL WORK COMPLETED TO DATE:</b>	<b>\$214,934.94</b>	<b>\$214,934.94</b>

PROJECTS:

2023 Mill & Overlay Program

TOTAL WORK COMPLETED TO DATE:

Application for Payment Number: 1

Contractor: Park Construction  
1481 81st Ave NE  
Minneapolis, MN 55432

**Don Hall**

Digitally signed by Don Hall  
DN: c=US,  
E=dhall@parkconstruction.com,  
O=Park Construction Company,  
CN=Don Hall  
Date: 2023.06.02 11:47:23-0500'

Contractor

Date

Engineer

Date

Approved by Owner

Date

# VIII-13

**PAYMENT SUMMARY:**

Pay Estimate Number	Period	Retainage	Payment
1	5/1/23 - 5/31/23	\$0.00	\$214,934.94
<b>TOTALS TO DATE:</b>		\$0.00	\$214,934.94

Total Completed to Date:	\$214,934.94
Less Retainage:	\$0.00
Less Previous Payment:	\$0.00
<b>Total Amount Due:</b>	<b>\$214,934.94</b>





***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** John Caven – Assistant City Engineer  
**Date:** May 31, 2023  
**Item:** Approve Final Payment – Downtown Tree Grate Replacement Project

**COUNCIL ACTION REQUESTED**

Council is requested to adopt the attached resolution approving final payment to JL Theis on the Downtown Tree Grate Replacement Project.

**BACKGROUND INFORMATION**

The project and punchlist was completed on May 30, 2023.

**FINANCIAL IMPACT**

The final construction cost is \$146,660.00 which is approximately 10% less than the award of contract. This places the project within the approved 2023 Budget amount.

**STAFF RECOMMENDATION**

Staff is recommending that the City Council adopt the attached resolution approving final payment for the project.

**CITY OF HASTINGS**

DAKOTA COUNTY, MINNESOTA

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

VIII-14

**RESOLUTION ACCEPTING WORK AND ORDERING FINAL PAYMENT  
FOR PROJECT DOWNTOWN TREE GRATE REPLACEMENT PROJECT**

**WHEREAS**, pursuant to a written contract signed with the City of Hastings on September 19, 2022, JL Theis has satisfactorily completed the Downtown Tree Grate Replacement Project.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS;** that the Clerk and Mayor are hereby directed to issue a proper order for the final payment of \$19,098.43 on the above said project for such contracts, taking the contractor receipt in full.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 26TH DAY OF JUNE, 2023.**

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
*Kelly Murtaugh, City Clerk*

\_\_\_\_\_  
*Mary Fasbender, Mayor*

SEAL



**City of Hastings  
Pay Voucher**

Vendor #: 002399  
 Vendor name: J L THEIS  
 Remittance Address: 860 QUAKER AVE #102  
JORDAN, MN 55352

Date: 6/9/2023  
 Department: ENG  
 Ordered by: ENG  
 Authorized by: APPROVED  
rstempski , 6/13/2023, 8:23:44 AM  
 (Signature Required)

Invoice #	Project #	Inv Date	Description (40 Characters)	Invoice Sub Total	Invoice Grand Total	Account #
2		6/1	PAY EST #2 DOWNTOWN TREE	19,098.43	19,098.43	101-301-3200-6530
			GRATE REPLACEMENT PROJECT		-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Voucher Total:					19,098.43	

Signed: \_\_\_\_\_  
 City Administrator (over \$5,000)

IN BUDGET:	YES	<input checked="" type="checkbox"/>
	NO	<input type="checkbox"/>

## Request For Payment

VIII-14

Date: May 31, 2023

Project: Downtown Tree Grate Replacement Project

Contractor: JL Theis

Request Number: 2

Payment Period: 5/1/23-5/31/23

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED			
			Quantity	Unit Price	Amount	This Period		To Date	
						Quantity	Amount	Quantity	Amount
1	MOBILIZATION	LS	1	\$11,688.00	\$ 11,688.00	0	\$0.00	1.0	\$11,688.00
2	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	200	\$8.00	\$ 1,600.00	0	\$0.00	200	\$1,600.00
3	REMOVE CONCRETE WALK	SF	2230	\$5.00	\$ 11,150.00	537	\$2,685.00	2,080	\$10,400.00
4	EXCAVATION - COMMON	CY	75	\$65.00	\$ 4,875.00	0	\$0.00	70	\$4,550.00
5	SUBGRADE PREPARATION	SY	295	\$5.00	\$ 1,475.00	0	\$0.00	228	\$1,140.00
6	AGGREGATE BASE CLASS 5	CY	43	\$75.00	\$ 3,225.00	7	\$525.00	45	\$3,375.00
7	4" CONCRETE WALK SPECIAL	SF	1525	\$22.00	\$ 33,550.00	361	\$7,942.00	1,398	\$30,756.00
8	12" CONCRETE WALK SPECIAL	SF	705	\$28.00	\$ 19,740.00	176	\$4,928.00	682	\$19,096.00
9	SALVAGE & REINSTALL SITE FURNISHINGS	EA	11	\$650.00	\$ 7,150.00	0	\$0.00	11	\$7,150.00
10	SALVAGE & REINSTALL GFCI RECEPTACLE PEDESTAL	EA	23	\$800.00	\$ 18,400.00	0	\$0.00	12	\$9,600.00
11	TRAFFIC CONTROL	SL	1	\$7,900.00	\$ 7,900.00	0	\$0.00	1	\$7,900.00
12	SALVAGE & REINSTALL SIGN	EA	3	\$565.00	\$ 1,695.00	0	\$0.00	2	\$1,130.00
13	TREE GRATE FRAME	EA	23	\$750.00	\$ 17,250.00	0	\$0.00	23	\$17,250.00
14	SALVAGE & REINSTALL TREE GRATE	EA	23	\$750.00	\$ 17,250.00	0	\$0.00	23	\$17,250.00
15	TEMPORARY EROSION CONTROL	LS	1	\$3,000.00	\$ 3,000.00	0	\$0.00	1	\$3,000.00
16	BOULEVARD TOPSOIL BORROW	CY	13	\$75.00	\$ 975.00	0	\$0.00	3	\$225.00
17	MULCH MATERIAL TYPE 6	CY	4	\$100.00	\$ 400.00	5.5	\$550.00	5.5	\$550.00

**BID TOTAL: \$ 161,323.00**

**SUB TOTAL:**

**\$16,630.00**

**\$146,660.00**

**CITY OF HASTINGS**  
**Downtown Tree Grate Replacement Project**  
**Payment Summary**  
 5/1/23 through 5/31/23

PROJECTS:	This Period	Total to Date
Downtown Tree Grate Replacement Project	\$16,630.00	\$146,660.00
<b>TOTAL WORK COMPLETED TO DATE:</b>	<b>\$16,630.00</b>	<b>\$146,660.00</b>

Application for Payment Number: 2

Contractor: JL Thels, Inc  
 860 Quaker Ave STE 102  
 Jordan, MN 55352

*See file*

Contractor

*6/8/23*

Date

*JL Case*

Engineer

*6-9-23*

Date

\_\_\_\_\_  
 Approved by Owner

\_\_\_\_\_  
 Date

**PAYMENT SUMMARY:**

<b>Pay Estimate Number</b>	<b>Period</b>	<b>Retainage</b>	<b>Payment</b>
1	4/1/23 - 4/30/23	\$2,468.43	\$127,561.57
2	5/1/23 - 5/30/23	\$0.00	\$16,630.00
<b>TOTALS TO DATE:</b>		\$2,468.43	\$144,191.57

Total Completed to Date:	\$146,660.00
Less Retainage:	\$0.00
Less Previous Payment:	\$127,561.57
<b>Total Amount Due:</b>	<b>\$19,098.43</b>



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Eitemiller, Finance Manager**  
**Date: June 26, 2023**  
**Item: Presentation and Approval of the 2022 Comprehensive Financial Report**

**Council Action Requested:**

Presentation of the 2022 Annual Comprehensive Financial Report by Bergan KDV and Acceptance of the 2022 Annual Comprehensive Financial Report (ACFR).

**Background Information:**

The annual audit has been completed. Bergan KDV will review the results of the audit and the Auditor's report and is available for questions tonight.

The City earned an unmodified opinion or "clean" opinion which is the best opinion an auditor is able to offer.

**Financial Impact:**

No financial impact.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

Bergan KDV presentation will be provided as soon as available

The 2022 Certified Annual Financial Report will be posted on the City of Hastings' website after it is formally accepted by the City Council.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: June 26, 2023**  
**Item: Approve New Massage Therapy Establishment License for Vue Beauty Studio for the 2023 – 2025 Licensing Period**

**Council Action Requested:**

Hold a public hearing and consider the attached resolution approving a new Massage Therapy Establishment License for Vue Beauty Studio, 112 2<sup>nd</sup> Street East for the 2023 – 2025 Licensing Period.

**Background Information:**

City Code Chapter 116 requires City Council to hold a public hearing for new massage therapy establishment license applications within the City of Hastings. The licensing period for a massage therapy establishment is January 1 of the first year through December 31 of the third year.

The City has received and reviewed the application for a massage therapy establishment license for Vue Beauty Studio, 112 2<sup>nd</sup> Street East, for the January 1, 2023 through December 21, 2025 licensing period. Approvals and issuance of licenses are contingent upon the City receiving all license fees, required documents, licensing of all employed massage therapists, successfully completing a criminal history background investigation conducted by the Hastings Police Department and inspections conducted by the Hastings Fire Marshall and the Building Official.

**Financial Interest:**

All associated fees have been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution



**CITY OF HASTINGS  
COUNTIES OF DAKOTA AND WASHINGTON  
RESOLUTION 06 - - 23  
APPROVING A NEW MASSAGE THERAPY ESTABLISHMENT LICENSE FOR  
VUE BEAUTY STUDIO FOR THE 2023 – 2025 LICENSING PERIOD**

**WHEREAS**, the application for a massage therapy establishment license for Vue Beauty Studio, 112 2<sup>nd</sup> Street East, for the January 1, 2023 through December 21, 2025 licensing period; and

**WHEREAS**, approval and issuance of license is contingent upon the City receiving all license fees, required documents, licensing of employed massage therapists, successfully passing a criminal history background investigation conducted by the Hastings Police Department and inspections conducted by the Hastings Fire Marshal and Building Official.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Hastings that the new massage therapy establishment license application for Vue Beauty Studio, 112 2<sup>nd</sup> Street East, is approved for the January 1, 2023 – December 31, 2025 licensing period.

Adopted this 26<sup>th</sup> day of June, 2023.

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Mary D. Fasbender, Mayor

Attest:

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Kelly Murtaugh, City Clerk



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: June 26, 2023**  
**Item: Guaranteed Energy Savings Agreement with Apex Facility Solutions, LLC**

**Council Action Requested:**

Approve Guaranteed Energy Savings Agreement with Apex Facility Solutions, LLC for the Refrigeration Plant Replacement, West Rink Roof Replacement, and Solar System Installation projects at the Hastings Civic Arena.

**Background Information:**

Both of these projects have been identified as needed facility upgrades, and Council has provided their commitment to completing both of these projects in 2024.

The refrigeration plant replacement requires up front design and engineering services to be completed, and the plants motor control center also needs to be ordered well in advance of the project due to long lead times for specialty equipment.

Minnesota Statute 471.345 subd. 13 allows the City to enter into a Guaranteed Energy Savings Agreement such as what is proposed. Using this statute does require the City to publish our intent to enter into this agreement, which was completed in the June 22, 2023 edition of the Hastings Journal. This agreement must also guarantee energy savings over the 20-year life of the agreement, which it does.

Entering this agreement with Apex allows them to act as our general contractor, solicit quotes from pre-qualified contractors for each individual component of the project, which city staff will review and approve as appropriate, and allows each of the major components of the project to be added by amendment.

Once the design and engineering is completed, the first amendment will be adding the purchase of the motor control center. Future amendments will add the west rink roof and solar system.

**Financial Impact:**

Refrigeration design and engineering costs are not to exceed \$217,391.00. This expense was previously authorized by City Council at their May 15<sup>th</sup>, 2023 regular meeting.

Once the design and engineering are completed, a not to exceed price for the motor control center will be firmed up, and if in line with estimates, can be ordered by amending this agreement.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

**Attachments:**

- Apex Facility Solutions, LLC agreement.

# City of Hastings

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AGREEMENT

HASTINGS CIVIC ARENA

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This Guaranteed Energy Savings Agreement (“Agreement”), is made by and between the City of Hastings, hereafter referred to as CLIENT with an office at 101 4<sup>th</sup> St. E, Hastings, MN 55033, and Apex Facility Solutions, LLC, with its principal place of business at 3495 Northdale Blvd., Suite 230, Coon Rapids, MN 55448 hereafter referred to as CONTRACTOR. CLIENT and CONTRACTOR may be referred to as “Party” or collectively as “Parties.”

1.0 Recitals

WHEREAS, the CLIENT is authorized under Minnesota Statutes Section 471.345 subd.13, the Statute, to enter into guaranteed energy savings agreements with a qualified provider not exceeding twenty years for the purpose of implementing comprehensive utility cost-savings measures to improve the energy efficiency of a municipal facility provided the cost of implementing the measures will not exceed the amount to be saved in utility operation and maintenance costs over a twenty year period and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the cost of the system; and

WHEREAS, CONTRACTOR represents that it is qualified, willing and able to responsibly act as guarantor for energy, operational and maintenance cost savings (the “Savings”), and to provide or to arrange for long term debt financing as hereafter set forth;

WHEREAS, CLIENT has reviewed the Project Costs and Savings and believes it to be reasonable and accurate;

WHEREAS, CLIENT is authorized under the Statute to make payments required by the debt service obligation from the Savings obtained from the installation of the utility cost savings measures described herein; and

WHEREAS, CLIENT has published notice of, and held a meeting in which it proposed to award the contract, the names of the Parties to the proposed contract, and the contract's purpose.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the Parties hereto agree as follows:

2.0 Definitions

The terms defined in this section shall, for all purposes of this Agreement, have the meaning herein specified.

“Acts of God” An Act of God is an unusual, extraordinary, and sudden manifestation of an event that could not under normal circumstances have been anticipated or expected. Ordinary weather conditions of normal intensity for the locality shall not be considered as an Act of God

“Change” shall mean substitutions, additions, or deletions within the scope of the Agreement as expressly approved in writing by CLIENT.

“Client’s Premises” shall mean any location where Work is occurring as defined by Exhibit A of this Agreement.

“Client’s Property” shall mean any material, equipment, machinery, or other items, owned, or controlled by the Client that are not Owned by the Contractor.

“Completion Date” shall mean the date on which CLIENT issues the Certificate of Final Completion. “Completion Date” shall also mean the “Date of Final Installation”.

“Contractor’s Property” shall mean any material, equipment, machinery, or other items, owned or controlled by the Contractor that are not Owned by the Client.

“Extra Work” shall mean work outside the scope of this Agreement.

“Facility” shall mean building or structure where Work under the Agreement occurs.

“Facility Improvement Measures” shall mean any improvement included in the Work as listed on the summary table in Exhibit A of this Agreement.

“Final Completion” shall mean that one or more Facility Improvement Measures as outlined in the summary table of Exhibit A have met requirements for Substantial Completion and all punch list items and documentation has been received.

“Guarantee Commencement Date” shall mean the Completion Date and the Date of Final Installation.

“Guarantee Term End Date” shall mean the date on which CONTRACTOR’s guarantee term ends.

“Guarantee Year” shall mean each twelve (12) month period during the term of this Agreement, beginning on the Completion Date.

“Measured and Verified Savings” shall mean utility cost savings calculated using utility consumption data recorded by utility meter(s).

“Parties” shall mean the Client and Contractor as defined in the first paragraph of the Agreement.

“Performance Assurance Services” shall mean services provided under the Technical Services Agreement section of Exhibit D of the Agreement.

“Premises” shall mean location where Work done under this agreement is occurring and is owned or controlled by the Client.

“Pre-agreed Savings” shall mean utility cost savings calculated using generally accepted engineering methods when actual measurements are impossible or not cost effective.

“Project” shall mean the Work or scope of work as outlined in Exhibit A of this Agreement.

“Substantial Completion” shall mean one or more Facility Improvement Measures as outlined in the summary table of Exhibit A has progressed to the point where, in the opinion of the CONTRACTOR as evidenced by his Certificate of Substantial Completion, it is sufficiently complete, in accordance with the contract documents, so that the Work can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due. The term “substantially complete” and “substantially completed” as applied to any work refer to Substantial Completion thereof.

“Technical Services Agreement” shall mean ongoing services provided after achievement of “Substantial Completion” as outlined in Exhibit D of the Agreement.

“Total Actual Savings” shall mean the sum of the reconciled utility cost savings, and the operation and maintenance cost savings.

“Utility Savings” shall mean the difference between the utility consumption under the pre-contract conditions and the utility consumption after the “Work” has been completed under the contract. Utility savings shall be calculated in comparison to an established baseline of utility consumption.

“Work” means activities set forth in Exhibit A.

“Working Days” means Monday through Friday excluding State holidays.

### 3.0 Order of Precedence

In case of conflict between provisions of this Agreement, the order of precedence for conflict resolution in descending order shall be as follows: (i) Change Orders, including amendments; (ii) the Agreement; and (iii) the Exhibits.

### 4.0 Exhibits

The following Exhibits are attached hereto and made a part hereof thereby:

- Exhibit A – Scope of Work
- Exhibit B – Schedule of Payments
- Exhibit C – Certificates of Substantial Completion & Final Acceptance
- Exhibit D – Facility Operating Parameters & Utility Savings Calculation Methods
  - Breakdown of Guarantee Savings
  - Summary of Guarantee Savings
  - Guarantee Reconciliation
  - Technical Service Agreement
- Exhibit E – Project Schedule
- Exhibit F – Contractor’s Measurement and Verification Responsibilities
- Exhibit G – CLIENT’s Maintenance Responsibilities
- Exhibit H – Insurance Coverage

### 5.0 Term of Agreement

Effective Date: The Effective Date of this Agreement shall be the date of City Council approval. CONTRACTOR shall not begin work under this Agreement until this Agreement is fully executed and CONTRACTOR has been notified by CLIENT’s contact to begin the Work.

Term: Unless otherwise terminated, this Agreement shall expire nineteen (19) years after the Completion Date.

### 6.0 Contacts

For the purpose of administration of this Agreement, the following individuals will be the contact personnel authorized to speak on behalf of the respective Parties.

CLIENT Contact: **Chris Jenkins, Park and Recreation Director**, (hereafter “CLIENT Contact”). CONTRACTOR shall render all services pursuant to this Agreement under the direction of the CLIENT Contact or the designated representative.



CONTRACTOR Contact: **Mark Rasmussen, Chief Operating Officer**, CONTRACTOR (hereafter "CONTRACTOR Contact"). CLIENT shall provide all the direction and supervision pursuant to this Agreement under the direction of the CONTRACTOR Contact or the designated representative.

## 7.0 Contractor's Duties

**Design and Engineering:** Contractor shall provide design, engineering and consulting services for the Work including preparation of Plans and Specifications, soliciting proposals for various components of the Work and providing management and oversight of the Work. CONTRACTOR shall work with CLIENT to identify subcontractors to include in the budgeting and pricing of the project. CONTRACTOR shall also work with CLIENT to review and analyze subcontractor quotes and jointly determine which subcontractors to include in the execution of the project.

**Equipment and Materials:** CONTRACTOR shall provide all materials, and equipment necessary to perform the Work. CONTRACTOR shall provide CLIENT with specifications, drawings, cut sheets, and other information required by CLIENT regarding the materials and equipment for review, acceptance and approval pursuant to Section 8.0 Acceptance, prior to implementation of the Work.

**Installation Services:** CONTRACTOR shall enter into all subcontracts necessary for the completion of the Work. CONTRACTOR shall provide CLIENT with specifications, drawings, and other information required by CLIENT regarding installation, replacement and refurbishment for review, acceptance, and approval pursuant to Section 8.0 Acceptance, prior to implementation of the Work. CONTRACTOR shall ensure that the installation, replacement, and refurbishment services are performed with minimum interruption to the normal business of the Facility. CONTRACTOR and subcontractors shall perform all Work under this Agreement according to the schedule set forth in each subcontract as generally described in Exhibit E.

## 8.0 Acceptance

**Authority:** The CLIENT Contact shall have final authority to review and approve specifications, drawings, and related documents concerning the Work prior to the solicitation of proposals or quotes, to review and approve subcontractors, to approve and accept all equipment, materials, and services, and to approve CONTRACTOR's invoices for payment. No approval by the CLIENT will act as a waiver of the CLIENT's rights hereunder or relieve CONTRACTOR of its obligations hereunder.

**Construction Documents:** During the construction period, CONTRACTOR shall keep copies of Construction Documents at the Facility for review by CLIENT at all reasonable hours and shall provide a complete set of as-built drawings to the CLIENT upon completion of each portion of the Work.

**Satisfactory Performance:** Within fifteen (15) Working Days of receipt of an invoice, CLIENT shall have the right to review the Work performed by CONTRACTOR on the Facility, for purposes of determining whether the Work is deemed satisfactory. Where CLIENT finds the Work performed by CONTRACTOR unsatisfactory, the CLIENT Contact shall provide CONTRACTOR with a written notice of unsatisfactory Work within fifteen (15) Working Days of its receipt of CONTRACTOR's invoice. CONTRACTOR shall cure the Work within ten (10) Working Days after receiving the CLIENT Contact's notice of unsatisfactory Work. When the invoiced Work has been completed to the satisfaction of the CLIENT Contact, the CLIENT Contact shall approve the invoice for payment.

Work Substantial Completion: Upon receipt of the written Notice of Substantial Completion documents by CONTRACTOR, the CLIENT Contact shall review all Work and all project completion documents within fifteen (15) Working Days. Upon approval of all Work and project completion documents, the CLIENT Contact shall send the dated Certificate of Substantial Completion to all Parties. A punch list shall be created by the Parties prior to issuance of Acceptance of Substantial Completion.

Work Final Completion: Upon receipt of the written Notice of Work Completion and project completion documents by CONTRACTOR (as described in Exhibit C), the CLIENT Contact shall review all Work and all project completion documents within fifteen (15) Working Days. Upon approval of all Work and project completion documents, the CLIENT Contact shall send the dated Certificate of Final Completion (Exhibit C) to all Parties. In the event the CLIENT reasonably determines that additional work is required to complete the project, it shall inform CONTRACTOR, and CONTRACTOR shall perform the additional work in accordance with a mutually agreed upon prompt schedule.

## 9.0 Change and Extra Work

Amendments of Agreement and Exhibits: The Parties expressly recognize, prior to the Completion Date, that there may be Change or Extra Work, either at the request of CLIENT, at the suggestion of CONTRACTOR, or as the result of an "act of God"; but in each event upon a mutual agreement that the proposed Change or Extra Work is proper. The Parties also recognize that the correct interpretation and administration of this Agreement depends in large part on the accuracy of all the exhibits attached hereto, which may need to be amended according to the type of Change or Extra Work agreed to by the Parties, and therefore the Parties agree to amend this Agreement or the exhibits hereto as appropriate to reflect the agreed upon Change or Extra Work. Any "Change" or "Extra Work" providing for price, energy savings guarantee, or project schedule adjustments or relief will be made in accordance with the procedures established herein.

CLIENT Initiated: CLIENT, at any time prior to the Completion Date, may propose "Changes" or "Extra Work" in writing. CONTRACTOR shall respond by submitting to CLIENT a proposed written proposal containing the initial cost, annual energy and annual utility, operational and maintenance cost savings, payback period, and a schedule for completion of the Change or Extra Work within ten (10) Working Days of CLIENT's request. CONTRACTOR shall perform the Changes or Extra Work only upon receipt of CLIENT's approval of the written proposal and after execution of an amendment to this Agreement when an amendment is required for performance of the Extra Work or Changes. Any Change or Extra Work performed by CONTRACTOR which is not approved by CLIENT in writing shall not be approved for payment and will not be included in the final scope of Work. The Parties will amend this Agreement accordingly.

CONTRACTOR Initiated: CONTRACTOR, at any time prior to the Completion Date, may propose "Changes" or "Extra Work" in writing. CONTRACTOR shall submit to CLIENT a written proposal that explains the circumstances for the change, initial cost, annual energy and utility, operational and maintenance cost savings, payback calculations and a schedule for completion of the Change or Extra Work. CLIENT may accept or reject the request within ten (10) Working Days. Failure by CLIENT to respond within ten (10) Working Days to the proposed change order shall be deemed a rejection by CLIENT. CONTRACTOR shall perform the Changes or Extra Work only upon approval by CLIENT and receipt of the written proposal, and after execution of an amendment

to this Agreement when an amendment is required for performance of the Extra Work or Changes. The Parties will amend this Agreement accordingly.

**10.0 Compensation and Payment**

Total Obligation: The CLIENT’s total obligation to CONTRACTOR under this Agreement, including compensation for goods, services, and reimbursable expenses, shall not exceed:

**Design Work**

Refrigeration System Design	\$217,391.00
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**Construction Work**

Refrigeration System Motor Control Center (long lead item)	TBD and added by Amendment
Refrigeration System	TBD and added by Amendment
Roof Replacement West Rink	TBD and added by Amendment
Solar on West Rink	TBD and added by Amendment

Invoices: CLIENT will pay CONTRACTOR after CONTRACTOR presents an invoice for the work completed and the CLIENT Contact accepts the invoice. Invoices must be submitted timely and according to the schedule contained in Exhibit B. Payment shall be made within 30 days following the receipt of a correct and proper invoice for the completed delivery of the product or services. If the invoice is incorrect, defective, or otherwise improper, CLIENT will notify CONTRACTOR within ten (10) Working Days of discovering the error.

Conditions of Payment: All services provided by CONTRACTOR under this Agreement must be performed to CLIENT’s satisfaction, in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. CONTRACTOR will not receive payment for Work found by CLIENT to be unsatisfactory or performed in violation of federal, state, or local law.

Retention: 5% retention shall be held by CLIENT on the Work excluding design. Upon receipt of CONTRACTOR’s written notice that the Work is ready for final inspection and acceptance, and upon receipt of the final pay application for a specific Facility Improvement Measure, the CLIENT will, within 10 working days, make such inspection, and when the CLIENT finds the work acceptable under the Contract Documents and the scope of work for the Facility Improvement Measure’s Final Completion, the CLIENT Contact shall approve final payment for the Finally Complete Facility Improvement Measure and release the retention associated with the Facility Improvement Measure according to the payment requirements outlined herein.

**11.0 Contractor’s Energy Savings Guarantee**

Guarantee Term: The term of CONTRACTOR’s Guarantee shall be the Term of the Agreement and shall survive any earlier cancellation or termination of this Agreement. CONTRACTOR’s guarantee will be terminated if the Technical Services Agreement – Performance Assurance Services are cancelled by the CLIENT or if the time after Substantial Completion exceeds the payback indicated on the summary table total line in Exhibit A.

Total Guaranteed Savings: CONTRACTOR guarantees that the amount to be saved in energy and operation costs over the term of this Agreement shall be at least the “Total Guaranteed Savings” as set forth in Exhibit D which Total Guaranteed Savings are sufficient to meet or exceed the total cost of the energy conservation measures.

Annual Meetings: CLIENT and CONTRACTOR shall meet at least once annually for the purpose of, reviewing utility loads, changes in utility rates, operating hours and maintenance issues of equipment installed under this Agreement, for the previous Guarantee Year. At each annual meeting, CLIENT will provide CONTRACTOR with the applicable utility rates for the previous Guarantee Year. The Parties agree to hold the Annual Meeting within thirty (30) Working Days after the final month of each Guarantee Year. In the event of chronic or material equipment failure, CLIENT and CONTRACTOR will meet within a reasonable time after a request by the CLIENT to discuss a timely cure for the failure.

Guarantee Reconciliation: While within the guaranteed term, CONTRACTOR shall perform a guarantee reconciliation at the end of each Guarantee Year and submit a guarantee reconciliation report with updated Exhibits D to the CLIENT Contact within forty-five (45) Working Days of each Guarantee Year anniversary, and at the Guarantee Term End Date. CONTRACTOR shall calculate the Total Actual Savings as set forth in Exhibit D for the immediately previous Guarantee Year. In the event that the Total Actual Savings realized by CLIENT are less than the Guaranteed Savings, CONTRACTOR shall remit an amount equal to such deficiency to CLIENT within forty-five (45) Working Days of the guaranteed reconciliation submittal.

Survival: This Section 11.0 survives the termination of the Agreement and terminates only upon presentation of the final Annual Report of the Technical Services Agreement by CONTRACTOR and final payment of any savings deficiencies if required. CONTRACTOR's guarantee will be terminated if the Technical Services Agreement is cancelled by the CLIENT.

## 12.0 Client Responsibilities

CLIENT agrees to perform the following tasks in addition to those set out in Exhibit G of this Agreement:

Daily Operations: After acceptance by CLIENT of the Work performed by CONTRACTOR, CLIENT shall be responsible for all routine maintenance as set out in the original equipment manufacturer's documentation provided by CONTRACTOR to the CLIENT. Exhibit D contains a set of operating parameters that need to be maintained to obtain the Utility Cost Savings and the Operation and Maintenance Cost Savings outlined in Exhibit D.

Automatic Functions: To protect public health and safety, or CLIENT property, CLIENT may manually override any automatic function provided by CONTRACTOR's equipment furnished hereunder or make changes in operating procedures specified. In that event, the Parties shall make the necessary changes to the established baseline.

CLIENT shall grant CONTRACTOR reasonable access to the Facility to perform CONTRACTOR's Verification Responsibilities.

Energy Management System: CLIENT shall provide standard energy management system reports to CONTRACTOR for Guarantee Reconciliation when requested by CONTRACTOR.

## 13.0 Insurance

CONTRACTOR shall maintain in full force and effect, at its expense, property, casualty, worker's compensation and liability insurance as specifically described in Exhibit I. The insurance is for the benefit of the Facility. In the

event of loss or damage to the property under this Agreement, loss payment will be made in favor of the Facility. Insurance will not be maintained after achievement of Final Completion for all Facility Improvement Measures.

#### 14.0 Indemnification

CONTRACTOR shall defend, indemnify and save and hold harmless CLIENT, its elected officials, appointed officials, agents and employees, from and against any and all claims, demands, or causes of action, and damages, including all attorney's fees incurred by CLIENT, arising out of the performance of this Agreement by CONTRACTOR or CONTRACTOR's agent, employees, or subcontractors, except for gross negligence by CLIENT. This section shall not be construed to bar any legal remedies CONTRACTOR may have for CLIENT's failure to fulfill its obligations pursuant to this Agreement.

#### 15.0 Performance and Payment Bonds

CONTRACTOR shall furnish all performance and payment bonds (the "Bonds"), each in amounts equal to the Construction Cost. The Bonds shall cover completion of the physical work per the approved design and shall not cover any design obligation or any guarantee or warranty of efficiency or system performance. The Bonds shall not cover any obligation of the contractor to ensure that the Work as constructed will result in any particular level of energy savings. Any suit on the Bonds must be brought within the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit. Payment Bond is intended for the use and benefit of all persons furnishing labor and materials who are engaged by CONTRACTOR. Performance Bond is intended for the use and benefit of the CLIENT to complete the Work as described in Exhibit A. These bonds shall be released within thirty (30) Working Days of the Completion Date. The surety for each such bond shall be an insurance company or corporate surety licensed to do business in the state of Minnesota. The bonds shall contain a provision requiring reasonable advance notice to CLIENT in the event that CONTRACTOR is in default of any obligation in relation to the bond.

#### 16.0 Events of Default

Default by CLIENT. Each of the following events or conditions shall constitute an "Event of Default" by CLIENT:

- A. Failure to make payments in accordance with this Agreement.
- B. Any other material failure to perform or comply with the terms and conditions of this Agreement, including breach of any covenant or duty contained herein, provided that such failure continues for thirty (30) Working Days after written notice to CLIENT demanding that such failure to perform be cured or, if cure cannot be effected in such thirty (30) Working Days, without commencement of a cure and diligent subsequent completion thereof. In the event the default is cured within said periods, this Agreement shall remain in full force and effect

Default by CONTRACTOR: Each of the following events or conditions shall constitute an "Event of Default" by CONTRACTOR:

- A. The installation of the materials and equipment is not completed in a timely or satisfactory manner, according to the terms of this Agreement, provided however that CONTRACTOR shall have thirty (30)

Working Days from receipt of written notice that it is in default to cure said default. In the event the default is cured; this Agreement shall remain in full force and effect.

- B. Any representation or warranty furnished by CONTRACTOR in this Agreement, which is false or misleading in any material respect when made.
- C. Any other material failure by CONTRACTOR to perform or comply with the terms and conditions of this Agreement, including breach of any covenant or duty contained herein, provided that such failure continues for thirty (30) Working Days after written notice to CONTRACTOR demanding that such failure to perform be cured, or if cure cannot be effected in such thirty (30) Working Days, without commencement of a cure and diligent subsequent completion thereof. In the event the default is cured within said period, this Agreement shall remain in full force and effect.

### 17.0 Remedies Upon Default

Default by CLIENT. Upon the occurrence of an Event of Default by CLIENT, CONTRACTOR may elect to enforce one or more of the following remedies:

- A. Terminate this Agreement by delivery of a notice declaring termination, whereupon CONTRACTOR may enter the premises on which the Work is being performed and remove CONTRACTOR's Property;
- B. Seek damages in the amount of all payments, then or thereafter owing from CLIENT to CONTRACTOR pursuant to this Agreement, together with all costs and expenses reasonably incurred in exercise of its remedies (including reasonable attorneys' fees and court costs) in seeking and enforcing any or all of the remedies provided in this section;
- C. Seek specific performance of the terms and conditions of this Agreement to the extent permitted by law, including without limitation injunctive relief where appropriate; and/or
- D. Suspend further provision of the Work. If delivery of the Work has been suspended as a result of CLIENT's default and CLIENT and CONTRACTOR agree to arrange for the reinstatement of the delivery of the Work, CLIENT shall pay to CONTRACTOR a performance reinstatement fee in such amount or amounts, and payable on such date or dates as shall be reasonably acceptable to CONTRACTOR, as will reimburse CONTRACTOR for its actual costs (including overhead) to be incurred in reinstating delivery of the Work; provided, however, that nothing herein shall obligate CONTRACTOR to reinstate the delivery of Work.

Default by CONTRACTOR: Upon the occurrence of an Event of Default by CONTRACTOR, CLIENT shall have the right to:

- A. Terminate the Agreement by delivering a notice declaring termination (permitting CONTRACTOR to enter the Premises on which the work is being performed, and remove all CONTRACTOR's Property; and/or
- B. Seek specific performance of the terms and conditions of this Agreement to the extent permitted by law, including without limitation injunctive relief where appropriate;
- C. Seek damages in the amount of all payments, then or thereafter owing from CONTRACTOR to CLIENT pursuant to this Agreement, together with all costs and expenses reasonably incurred in exercise of its remedies (including reasonable attorneys' fees and court costs) in seeking and enforcing any or all of the remedies provided in this section;

18.0 Termination

For Uncured Breach: Either Party may terminate this Agreement thirty (30) days after written notice to the other Party of any material breach of this Agreement by such Party that has not been cured within such thirty (30) day period (an “Event of Default”). The notice must set forth the nature of the breach with reasonable specificity. Notwithstanding the foregoing, CONTRACTOR shall have the right to terminate this Agreement if CLIENT fails to pay any amounts due hereunder within five (5) working days after written notice.

Bankruptcy: In addition to Section 18.0 and any other rights it may have at law or in equity, either Party may terminate and without liability suspend all activity related to this Agreement immediately if the other Party is adjudicated a bankrupt, ceases to do business as a going concern, makes an assignment for the benefit of creditors, permits the appointment of a receiver, or otherwise avails itself of or becomes subject to any bankruptcy or insolvency statute.

19.0 General Provisions

Governing Law, Jurisdiction and Venue: This Agreement is governed by the laws of the State of Minnesota. The venue for any proceedings is agreed to be in CLIENT’s County, State of Minnesota, and CONTRACTOR consents to such jurisdiction. CONTRACTOR shall incorporate the requirements of this Section in its agreements with subcontractors, consultants, and independent contractors in connection with this Agreement.

Conditions Beyond Control of Parties: Neither Party will be responsible for any failure to comply with, or for any delay in performance of, the terms of this Agreement where the failure or delay is due to acts of God or the public enemy, war, riot, embargo, new tariffs, fire, explosion, sabotage, flood, strikes, labor disputes, default of subcontractors, accident; or, without limiting the foregoing, any circumstances of like or different character beyond its control (collectively, “Force Majeure Event”). If either Party is unable to perform under this Agreement for more than sixty (60) due to a Force Majeure Event, then the other Party may terminate this Agreement upon fifteen (15) days’ written notice.

Notices and Changes of Address: All notices to be given by either Party to the other shall be in writing and must be either delivered in person or mailed by registered or certified mail, return receipt requested, addressed as follows:

To CONTRACTOR:

Apex Facility Solutions, LLC  
 3495 Northdale Blvd., Suite 230  
 Coon Rapids, MN 55448  
 Attn: **Mark Rasmussen**

To the CLIENT:

City of Hastings  
 101 4<sup>th</sup> Street East  
 Hastings, MN 55033  
 Attn: Dan Wietecha, City Administrator

Or such other addresses as either Party may hereinafter designate by a written notice to the other.

Successors and Assigns: CONTRACTOR binds itself jointly and severally, his successors, executors, and administrators to CLIENT in respect to all covenants of this Agreement. CONTRACTOR shall not assign or transfer any part of its interest in this Agreement.

Permits: CONTRACTOR shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder unless otherwise specifically excluded by this Agreement.

Sewer Access Charges (SAC)/Water Access Charges (WAC): Client is responsible for any SAC or WAC changes required as a result of the Work.

Compliance by CONTRACTOR's Subcontractors and Consultants: CONTRACTOR shall provide and require in all of its contracts or subcontracts with other Parties who provide services in regard to performance of this Agreement that such subcontractors, consultants, or other Parties contracting with CONTRACTOR with regard to performance of this Agreement shall comply with those requirements of State law specified herein and otherwise required of persons performing work for the CLIENT of the type contemplated under this Agreement.

No Waiver: The failure of CONTRACTOR or CLIENT to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of CONTRACTOR or CLIENT. The waiver of any default by either Party shall not be deemed a continuing waiver but shall apply only to the instance to which such a waiver is directed.

Complete Agreement: This Agreement, when executed, together with all exhibits attached hereto as provided for by this Agreement, shall constitute the entire agreement between both Parties and this Agreement may not be amended, modified or terminated except in writing signed by the Parties hereto. The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions which CONTRACTOR may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both Parties.

Severability: In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

Recitals: The background recitals set forth at the beginning of this Agreement are expressly incorporated into and made an integral part of the body of this Agreement and the terms of the Recitals fix the obligations of the Parties and are binding upon them in the same way and to the same extent as all other provisions of this Agreement.



# AGREEMENT

IX-03

Headings: The headings of all provisions are for ease of reference only. The headings in no way define, limit or describe the scope, intent or obligations of the provisions of this Agreement and therefore are not to be used in construing this Agreement.

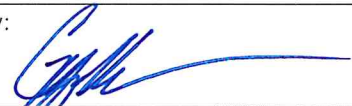
Amendments: Amendments to this Agreement shall be valid only if they are in writing and are signed by the same Parties, or their successors in office, who signed the original Agreement.

Limitations on Liability: In no event shall the Parties be liable to one another for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Agreement.

Ownership of Works and Intellectual Property Rights: For the purposes of this paragraph, the term "Works" includes creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, software, business methods, inventions, improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which are to be prepared for the CLIENT and delivered under this Agreement. It does not include any of CONTRACTOR's background intellectual property. Ownership of the Works and all copyrights, trademarks, patents and other proprietary rights in the Works shall be owned exclusively by CONTRACTOR. The CLIENT agrees that all copyrightable Works shall be considered a "work made for hire" and that the CONTRACTOR is the author of and owns all rights in and to the Works. Notwithstanding the foregoing, the CLIENT shall have a license to utilize the Works to maintain its equipment or to complete the Work in the event of a termination of CONTRACTOR for cause. The CLIENT shall not have a license to use the Works for any other project.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

CONTRACTOR:

By:	
Its:	CEO / President

[Client signature page to follow.]

AGREEMENT

IX-03

CLIENT:	
By:	By:
Mary Fasbender, Mayor	Kelly Murtaugh, City Clerk

Attached Exhibits:



*City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers  
**From:** Justin Fortney, City Planner  
**Date:** June 26, 2023  
**Item:** Public Hearing– Vacation of Easement #2023-19 – 1801 & 1811 Chantrey Trail

**Council Action Requested:**

Hold a public hearing to consider vacation of a ten-foot wide drainage and utility easement centered upon the common lot line between Lots 3 and 4, Block 1, Wallin 14<sup>th</sup> Addition. The properties are jointly owned and a single-family home is intended to be constructed over the two lots.

**Background Information:**

The subject easement is meant to protect a subtle drainage swale between the two lots. With the lots being combined for one house the drainage swale wouldn't be necessary. The standard perimeter easements on the remainder of the lot would remain.

**Vacation Procedure** – Hastings Home Rule Charter Section 7.05 regulates the vacation of streets and alleys. The City Council may consider vacating public ways upon published and mailed notice to any affected property owners.

**Recommendation** – Approval of the vacation is recommended. The City has determined there is no longer a need for the easement.

**Financial Impact:**

N/A

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Location Map
- Plat Map Inset

**HASTINGS CITY COUNCIL**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS  
VACATING A PERMANENT DRAINAGE AND UTILITY EASEMENT ALONG  
THE JOINT PROPERTY LINE OF LOTS 3 AND 4, BLOCK 1, WALLIN 14TH  
ADDITION**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, John Leifeld, has petitioned for vacation of a drainage and utility easement on property owned by Gregory and Deborah Wagner legally described as follows:

Vacation of the 10 foot drainage and utility easement centered upon the following legally described line: Commencing at the northeast corner of Lot 3, Block 1, WALLIN 14<sup>TH</sup> ADDITION, Dakota County Minnesota; thence South 07 degrees 36 minutes 49 seconds East a distance of 20 feet to the point of beginning of the line to be described; thence continuing South 07 degrees 36 minutes 49 seconds East a distance of 312.68 feet and thence terminating.

**WHEREAS**, on June 26, 2023, a public hearing on the proposed vacation was held before the City Council of the City of Hastings, which was preceded by proper notice, as required by state law, city charter, and city ordinance; and

**WHEREAS**, The City of Hastings in all respects proceeded with the vacation hearing as required by the city charter, ordinances, and applicable statutes.

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

That the request to vacate said easement as legally described above is hereby approved subject to the following conditions:

1. The vacation of easement shall not become effective until recorded with Dakota County.

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

Adopted by the Hastings City Council on June 26, 2023, by the following vote:

Ayes:  
Nays:  
Absent:

ATTEST:

\_\_\_\_\_  
Mary 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 26<sup>th</sup> day of June, 2023, 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 St. E.  
Hastings, MN 55033





## *City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers

**From:** John Hinzman, Community Development Director

**Date:** June 26, 2023

**Item:** Authorize Signature – Building Inspection and Review Services – Dunn Solutions

**Council Action Requested:**

Authorize signature of the attached Agreement for Professional Services between the City and Dunn Solutions, LLC (Travis Dunn) to perform certain building inspection and plan review duties. A simple majority is necessary for action.

**Background:**

Building Official Travis Dunn has submitted his resignation effective July 3, 2023. Mr. Dunn has agreed to perform limited services on behalf of the City through his company, Dunn Solutions, until a new Building Official is hired.

The contract establishes a six month time frame for services and is limited to plan review and building inspections. All services performed would be at the direction of the Community Development Director.

**Financial Impact:**

Proceeds for contract payment would be collected through Building Department revenue. There would also be a salary savings due to vacancy of the Building Official position.

**Advisory Commission Discussion:**

N/A

**Attachments:**

- Agreement for Professional Services – Dunn Solutions.

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, 101 4<sup>th</sup> Street East, Hastings, Minnesota, 55033, (“City”) and Dunn Solutions, LLC, 30747 670<sup>th</sup> Street, Lake City, Minnesota, 55041 (“Consultant”).

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, Consultant desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services (“Services”) on an as-needed basis. On behalf of the City, Consultant shall perform such Services as defined as follows:
  - i. Building Plan Review: Review all plans and specifications for residential and commercial construction to ensure compliance with the Minnesota State Building Code, City Code, and all other applicable building regulations. All plan review services shall be performed in strict compliance with the requirements of Minnesota Statutes, Chapter 326B and Minnesota Administrative Rules, Chapter 1300.
  - ii. Building Inspections: Perform residential and commercial building inspection services as directed by City staff to ensure compliance with the Minnesota State Building Code, City Code, and all other applicable building regulations. All building inspection services shall be performed in strict compliance with the requirements of Minnesota Statutes, Chapter 326B and Minnesota Administrative Rules, Chapter 1300.
  - iii.
- b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, subject to Section 9 of this Agreement.
- c. The Consultant will establish a regular communication process with the Community Development Director and City Administration in order to



communicate on issues and discuss timing of Consultant providing and completing the Services under this Agreement.

- d. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all applicable safety standards. Consultant shall be solely and completely responsible for the safety of all persons and property during the performance of the Services. Consultant represents and warrants that it has the requisite training, skills and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

## 2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services provided under this Agreement as follows:
  - i. Plan Review: Seventy percent (70%) of the City's total plan review fee for permitting on each project reviewed by Consultant.
  - ii. Building Inspections: \$85.00 per hour.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due to the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement and shall continue for six (6) months from the date of commencement. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as stated herein.

## 4. TERMINATION.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the

Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.

- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
  - c. Upon termination of this Agreement, Consultant shall furnish to the City copies or duplicate originals of all documents or memorandum prepared for the City pursuant to this Agreement and not previously furnished.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. CITY CODE COMPLIANCE. Consultant shall review and abide by the manner in which the inspections and other activities are conducted within the City and determine what enforcement action is appropriate consistent with the Hastings City Code and other policies and ordinances as established by the City. Consultant shall confer with City staff regarding interpretation of the City Code. City shall have a duty to inform Consultant of any and all updates or changes to the Hastings City Code.
8. OFFICE HOURS. Consultant is not required to maintain office hours at Hastings City Hall. However, if Consultant finds it necessary to meet with citizens at Hastings City Hall, City shall arrange for a work area for such meetings.
9. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other

civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

10. CITY'S REPRESENTATIVE. The City has designated John Hinzman, Community Development Director to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement. No work is to be performed by the Consultant without prior authorization of the City's Representative.
11. PROJECT MANAGER AND STAFFING. The Consultant has designated Travis Dunn to be the primary contact for the City in the performance of the Services. He may be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.
12. INDEMNIFICATION.
  - a. Consultant and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
  - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.
13. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:
  - a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.

- b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- c. Workers' Compensation Insurance in accordance with statutory requirements.
- d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the General Liability Insurance policy.

14. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications are subject to the Data Practices Act, Minn. Stat. Ch. 13. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant. The books, records, documents, and accounting procedures of Consultant relevant to this Agreement are subject to examination by City and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, subd. 5, as it may be amended from time to time. Consultant agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

15. NOTICES. Notices shall be communicated to the following addresses:

If to City:                      City of Hastings  
    101 4<sup>th</sup> Street East  
    Hastings, Minnesota 55033  
    Attention: City Administrator

Or e-mailed: [dwietecha@hastingsmn.gov](mailto:dwietecha@hastingsmn.gov)

If to Consultant:              Dunn Solutions, LLC  
    30747 670<sup>th</sup> Street  
    Lake City, Minnesota 55041  
    Attention: Travis Dunn

Or e-mailed:

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its offices, agents and employees pursuant to this Agreement shall

be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

17. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- d. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.
- g. Nondiscrimination. The parties agree to comply with all applicable federal and state laws, rules, regulations, and executive orders with regarding to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

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**CITY OF HASTINGS**

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

By: \_\_\_\_\_  
Kelly Murtaugh, City Clerk

Date: \_\_\_\_\_

**DUNN SOLUTIONS, LLC**

By: \_\_\_\_\_  
Travis Dunn

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

Date: \_\_\_\_\_



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: June 26, 2023**  
**Item: Engage with HKGI for Project Management services.**

**Council Action Requested:**

Accept proposal and authorize staff to engage with HKGI to provide Project Management Services for the Lake Rebecca Park Redevelopment Project.

**Background Information:**

The City of Hastings received \$1M in grant funding from the LCCMR/ENRTF to complete a redevelopment project at Lake Rebecca Park. The project will include development of a master plan which focuses on habitat restoration, enhancement and expansion as well as redevelopment of the Lake Rebecca parking lots, boat launch and trails.

Project management services were solicited for this project due to limited staff capacity, and the complexity of this project and its funding and reporting requirements.

Staff solicited proposals from seven consulting firms, three were returned. Proposals received were from SRF at a cost of \$125,000.00, SEH at a cost of \$89,919.06, and HKGI at a cost of \$89,500.00.

HKGI's proposal meets the needs of the City and was the lowest cost at \$89,500.00.

**Financial Impact:**

This project and the cost for project management is 100% grant funded.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- HKGI proposal



MISSISSIPPI RIVER

X-B-01

Trail connectivity

Habitat Enhancement & Restoration Efforts

Water Quality

Vehicle access

Parking

LAKE REBECCA

Lake Rebecca Park

Dock

Boat launch

PROPOSAL AND QUALIFICATIONS FOR  
**LAKE REBECCA**  
**PROJECT MANAGEMENT SERVICES**  
**HASTINGS, MINNESOTA**



Prepared by HKGi  
May 18, 2023



Thursday, May 18, 2023

Chris Jenkins, Parks & Recreation Director  
City of Hastings  
920 10th St West  
Hastings, MN 55033

**RE: Project Management Services for the Lake Rebecca Master Planning and Habitat Enhancement and Restoration Projects**

Dear Chris,

HKGi is pleased to provide the City of Hastings with this proposal to provide project management services for the Lake Rebecca Master Planning and Habitat Enhancement and Restoration Projects. For over 40 years, HKGi has worked with our community clients to manage and plan complex projects, and our knowledge, experience, and approach will provide the city with an effective and efficient process that will consider all options and objectives, facilitate and incorporate input of necessary agencies and stakeholders, and lead to a successful outcome.

As landscape architects and planners, we look at project sites comprehensively and holistically. For a successful project, we must consider the context of a site, which includes the physical conditions, environment and sustainability, natural resources and wildlife, stormwater management and water quality, infrastructure, site access and recreation, cultural and historical background, economic and budget considerations, long-term operations and maintenance, and existing and potential future uses. A long-term ecological management plan is a key element for the Lake Rebecca project to have to increase the long-term success and durability of the restoration of the site. We know when to incorporate specialty analysis and design professionals and have relationships with multiple local and regional civil and structural engineers, water resource engineers, architects, and product vendors.



We understand that the project is funded through grants from LCCMR/ENRTF and must be completed by June 30, 2025. The total grant amount is \$1,000,000, which includes fees for project management (estimated at \$100,000) and master planning and design services (estimated at \$150,000). Several steps are needed in order for the project to meet the grant funding requirements and report status updates to the city and grant administrator. Habitat enhancement and water quality are key elements for the project to consider and address. Due to the wide variability in water levels on the site, significant care and consideration must be given to planning facilities that are able to tolerate the seasonal conditions and bounce in river elevation. Creativity and functionality will be important during the master planning process.

We also understand that the firm selected for project management services may submit a proposal for the master planning task. If selected for both tasks, we would provide a greater efficiency to the completion of this project, including reduced fees on both the project management and master planning efforts.

HKGI staff are familiar with the City of Hastings through our past work on numerous projects in the city, most recently the City of Hastings People Movement Plan, which included in-depth mapping and analysis of the city's pedestrian and bicycle system, part of which moves through the Lake Rebecca area. Our work with Dakota County has included master planning and design work for the County Parks Department, and park planning, greenway planning, and grant writing for the County Office of Planning. In 2018, we worked with Dakota County and the City of Hastings to complete the Vermillion River Greenway Master Plan for the Hastings segment.

HKGI's experience working on many river-based park sites with complex and challenging master planning and development projects, including recent park design projects on the Mississippi and St. Croix Rivers, provides us with the knowledge needed for the Lake Rebecca project management.

- » City of Stillwater Lumberjack Landing Park: Working with the City of Stillwater, HKGI led multi-disciplinary teams to master plan, facilitate stakeholder and agency discussions, and develop construction documents for the Lumberjack Landing Park improvements, including a new ADA accessible boat launch, driveway and parking, ADA accessible trails and pathways, vegetation and restoration efforts, and ADA accessible fishing pier and overlook. Agency involvement has included MN DNR Parks and Trails, Fisheries, and Hydrology; Army Corps of Engineers; MN SHPO; National Park Service; Washington County
- » We worked with the City of Otsego and multiple local stakeholder and agency representatives on planning and a grant funding application for the Carrick's Landing river access on the Mississippi River.

## Project Approach

We plan to lead an efficient and comprehensive project management effort supported by our previous experience, local and regional knowledge, and familiarity with the City of Hastings. HKGi staff will serve as a representative of the City of Hastings and be responsive and flexible as needed by the Director of Parks and Recreation. A general outline of project tasks and a framework to the project management approach is outlined below.

### Task 1: Project Kick off & Ongoing Communication

Our first task will be to kick off the project with staff to understand the overall project schedule and key milestones. Following the initial kick off meeting, we plan to provide weekly status updates to city staff to keep everyone up to date with necessary information and ongoing work. Items reviewed will include: project schedule, upcoming tasks, and questions/coordination items. HKGi will work with city staff to schedule meetings for project status updates as well as master planning kick off and coordination, agency and stakeholder review, and construction meetings. We will keep a detailed project schedule and update it weekly throughout the project. During the project, we will provide updates to staff, City Commissions, and City Council as needed to provide information and seek input and approvals.

### Task 2: Review LCCMR/ENRTF & Meet Reporting Requirements

At the onset of the project, we will become familiar with all necessary requirements for the Legislative-Citizen Commission on Minnesota Resources (LCCMR)/Environment and Natural Resources Trust Fund (ENRTF) for the grant funding. We will outline a process and timeline to complete reporting, to follow requirements for consultant solicitation, and invoicing properly to ensure payments and reimbursements are made.

### Task 3: Develop Master Planning RFP and Facilitate Selection of Consultant

HKGi has worked with many agencies to write RFPs for a variety of planning and design project types. Our experience in RFP development for clients will be a starting point to develop a comprehensive and straightforward scope of work with clear instructions for submittals. We will work to develop a draft RFP for staff to review soon after kicking off the project. The RFP will be distributed to qualified consultants—submittals will be collected, reviewed, and evaluated with a recommendation to hire a qualified consultant within weeks of beginning the project.

### Task 4: Master Planning & Design Process

We will work with the selected master planning team to ensure necessary scope and planning work is completed comprehensively and following the timeline. The master plan is anticipated to include the following elements: redesign of one parking lot, removal of a second parking lot, design and coordination of a new boat ramp, natural resources restoration and habitat enhancement, and trail and vehicle access throughout the site. We will ensure that all necessary agency reviews and permits are planned for early in the project, to potentially include, but not limited to, USACE, MN DNR, and SHPO. Other groups will also be engaged, such as Friends of the Mississippi River to gain additional insight into project sequencing. Understanding the timeframe for jurisdictional review and approval along with the corresponding timeframe for construction for key elements of the work (utilities & infrastructure, habitat restoration etc.) with seasonal characteristics of the river will be critical to successful implementation.

Meetings and updates with city staff, the Parks & Recreation Commission, Council Committees, and City Council will be scheduled and planned in order to meet packet and agenda deadlines. HKGi will represent the city's needs and desires and keep all parties informed during the process. Beginning the master planning process as early as possible will allow site analysis work to take place in the summer and fall months, with technical design and final design occurring in the winter months.

### Task 5: Final Design & Bidding

Following completion and approval the master plan and implementation schedule, we will work with the design team to develop the final design and construction documents, including front end general conditions and technical specifications in a bidding package to solicit contractor bids at the end of 2023, early part of 2024. This work includes publishing the ad for bid, posting the bid documents, responding to bidders' questions, holding a pre-bid meeting, issuing addendum if required, reviewing bids, and recommending and selecting a qualified bidder. Construction is planned to begin in the spring of 2024, with spring water levels impacting the start of construction.

### Task 6: Construction & Implementation

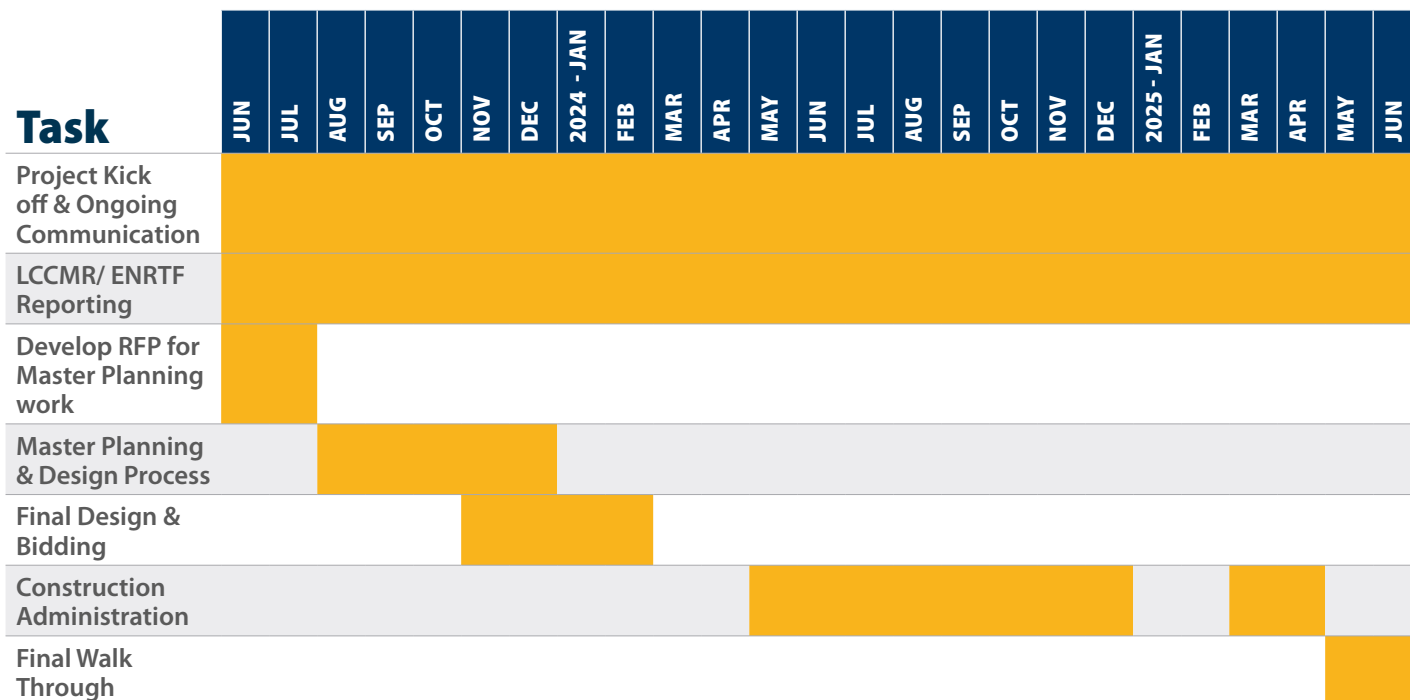
In coordination with city staff and the design team, we will facilitate a pre-construction meeting with the selected contractor and provide construction administration and observation during the construction process. Core tasks will include coordinating agreements and notice to proceed with the contractor, providing construction observation, confirming staking, reviewing submittals, coordinating required site testing, reviewing pay requests and recommending/coordinating payments, developing preliminary and final punch lists, and facilitating the development of project closeout documents.

### Task 7: Project Closeout and Final Walk Through

At the completion of project construction, we will ensure that the project has met the requirements of the city and the LCCMR/ENRTF funding. A final meeting will be held on the site to view the project implementation, discuss ongoing operations and maintenance needs, and hand off the project to the city.

## Proposed Project Schedule

Our proposed schedule identifies broad timelines for the general tasks outlined above. We will develop a more detailed schedule with target dates, milestones, meetings, and other seasonal deadlines at the onset of the project.



## Proposed Staff

We propose to manage this project with two key staff, both are licensed Landscape Architects in the State of Minnesota. HKGi staff will work closely to keep each other informed of project status.

Gabrielle Grinde, PLA (MN) will serve as the Principal in Charge and Primary Project Manager for the project and will oversee the overall progress and success of the project. She will be the daily point of contact and contribute to the project management process, applying her expertise in complex natural resource-based parks and trails. She will also serve as the lead on any agency and stakeholder meetings and communication tasks.

Tim Solomonson, PLA (MN) will serve as a secondary Project Manager for the project and will be the technical lead. He will be responsible for the organization of key tasks throughout the master planning and construction process. Tim has a great deal of experience working with contractors on complex park design and implementation projects, as well as translating conceptual ideas into clear and effective construction documents.

## Proposed Fees

It is estimated that project management efforts will require between two and eight hours of work per week. This range will fluctuate during the process and between the two staff identified to work on this project. We estimate the project management fees per task as identified below.

TASK	FEES
Project Kick off & Ongoing Communication	\$35,000
LCCMR/ ENRTF Reporting	\$11,000
Develop RFP for Master Planning work	\$3,500
Master Planning & Design process	\$13,500
Final Design & Bidding	\$11,000
Construction Administration	\$12,000
Final Walk Through	\$2,000
Project Expenses (mileage and printing)	\$1,500
<b>Total Fees</b>	<b>\$89,500</b>

We look forward to the opportunity to lead such an important project for the City of Hastings and the Mississippi River!

Sincerely,



**Gabrielle Grinde, PLA (MN)**  
**Vice President**

612.252.7141 gabrielle@hkgi.com



**REFERENCES**

Ross Demant  
Wright County Parks and Recreation Director  
763-684-8446  
Ross.Demant@co.wright.mn.us

Shawn Sanders  
Director of Public Works  
City of Stillwater  
651-430-8835  
ssanders@ci.stillwater.mn.us

Nick Jacobs  
City of Otsego Parks and Recreation Director  
763-334-3170  
NJacobs@ci.otsego.mn.us

Ben Anderson  
Parks Director  
Stearns County Parks  
320-654-4725  
Benjamin.Anderson@stearnscountymn.gov






X-B-01

## HKGi

HKGi was established in 1982 to provide community-based planning and landscape architecture services to clients throughout the Upper Midwest.

Park planning was one of HKGi’s original core services, and we have stayed true to our roots by building a staff full of people who are passionate about the outdoors and are equally passionate about helping communities build outstanding places for living, working, and playing. Our planners and landscape architects bring a wealth of experience and knowledge about the programming, sustainability, community engagement, and operations issues that park and recreation planning projects must address. They also provide skilled project leadership, ensuring that projects stay on budget and on schedule.



-  612.338.0800
-  [www.hkgi.com](http://www.hkgi.com)
-  800 Washington Ave. N., Suite 103  
Minneapolis, Minnesota 55401

### PRINCIPALS

- Paul Paige, President
- Brad Scheib, Vice President
- Bryan Harjes, Vice President
- Gabrielle Grinde, Vice President

### ASSOCIATES

- Rita Trapp
- Jeff Miller
- Lance Bernard

### STAFF

- 4 Certified Planners
- 8 Licensed Landscape Architects
- 7 Planners/Urban Designers
- 2 Marketing Communications



COLLABORATE | LISTEN | EXPLORE | CREATE





Park, trail, recreation, and open space planning have been important components of Gabrielle's work throughout her career. She has been a key contributor to the development of Dakota County's greenway network. She has conducted master planning for most of the system's greenways, contributed to the development of design guidelines, been involved in grant writing, and provided design services for a segment of the River to River Greenway.

Gabrielle's portfolio also includes providing design services on a variety of park, trail, and open space improvement projects. She is currently providing leadership for the design of a new riverfront park in Stillwater, Lumberjack Landing. This challenging project involves engagement with several agencies at the federal, state, and county level and coordinating design review with these organizations. She has also provided leadership for a new Mississippi River access point in Otsego, Carrick's Landing, that also involves multiple agencies and compliance with several layers of design requirements.

### Relevant Project Experience

- » Lumberjack Landing Park Master Plan and Improvements | Stillwater, MN
- » Carrick's Landing Concept Plan and Improvements | Otsego, MN
- » People Movement Plan | Hastings, MN
- » Lake Ann Park Improvements | Chanhassen, MN
- » Countryside Park Site Design | Edina, MN
- » Greenway Guidebook and Greenway Master Plans | Dakota County, MN
- » Minnehaha Park Refectory Site Design | Minneapolis, MN

## Gabrielle Grinde

ASLA, PLA (MN)

Vice President

 612.252.7141

 gabrielle@hkgi.com

**Years of Experience: 15**

### Education

Master of Landscape Architecture, University of Minnesota

Bachelor of Arts-Political Science, University of Wisconsin-Madison

### Registration

Landscape Architect, Minnesota  
License No. 50416

### Awards

2020 MRPA Award of Excellence - Hutchinson Parks, Recreation and Community Education System Plan

2015 MN APA Planning in Context Award - Moorhead River Corridor Plan

2015 MN APA Innovation in Planning Award - Lanesboro Arts Campus Vision Plan

2015 MNDOT Stewardship Award in Transportation and the Natural Environment - River to River Greenway, Dakota County, MN

2015 ASLA-MN Merit Award for Analysis and Planning - Parks and Recreation Master Plan, Duluth, MN

2015 ACEC-MN Engineering Excellence Honor Award - Downtown Commons Enhancements, Buffalo, MN



Tim is skilled at providing landscape architecture services on site, streetscape, public space, and trail and park design projects. These services include conceptual design, design development, construction documentation, cost estimation, and construction administration.

Tim has built a growing portfolio of park and site design and construction projects. He brings an attention-to-detail and an understanding of how to translate design intent, as expressed in concept and design drawings, into construction documentation and, ultimately, built work.

Tim is a veteran who has worked and interacted with a diverse range of peoples and cultures, not only during his service, but also while participating in collegiate study abroad programs. His experience and skills enable him to provide support for many of HKGi's community engagement initiatives.

### Relevant Project Experience

- » Andrews Park Site Design | Champlin, MN
- » Veterans Park Site Design | Chaska, MN
- » Gleason Fields Improvements | Maple Grove, MN
- » Fernbrook Fields Athletic Complex | Maple Grove, MN
- » Downtown Hwy 41/61 Streetscape Design | Chaska, MN
- » People Movement Plan | Hastings, MN
- » South Valley Park Improvements | Inver Grove Heights, MN
- » Keewaydin Park Improvements | Minneapolis, MN
- » Bassett's Creek Park Improvements | Minneapolis, MN
- » Robert Piram Regional Trail Design | Saint Paul and Dakota County, MN

## Tim Solomonson

PLA (MN)

Landscape Architect

 612.252.7137

 tim@hkgi.com

**Years of Experience: 11**

### Education

Master of Urban and Regional Planning,  
Master of Landscape Architecture, and  
Bachelor of Environmental Design,  
University of Minnesota

### Registration

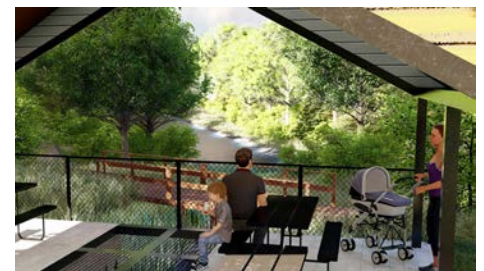
Landscape Architect, Minnesota, License No.  
53837

### Awards

2018 ASLA-MN Merit Award for Planning  
and Urban Design - St. Louis River Estuary  
National Water Trail Master Plan

2017 MN APA Success Stories in  
Implementation Award - Downtown Master  
Plan and Streetscape Reconstruction,  
Chaska, MN

2015 MN APA Planning in Context Award -  
Red River Corridor Master Plan, Moorhead,  
MN



## Lumberjack Landing Park Master Plan and Improvements

Stillwater, Minnesota - HKGi worked with a multi-disciplinary team to develop a master plan for a new park fronting the St. Croix River on 15-acres immediately north of downtown Stillwater and the Lift Bridge. The new park is on what was formerly private land and includes an existing house that will be renovated and converted into a park building. The park will provide much-needed access to the St. Croix River for non-motorized watercraft, such as canoes and kayaks. Such access does not currently exist in the area. The park will also feature fishing piers, internal trails and connections to the adjacent Brown's Creek State Trail, and site restoration and vegetation management plan.

HKGi is currently leading the development of design documents to implement some of the master plan's key short-term initiatives. These improvements include an ADA accessible canoe/kayak launch and trail connection. Both the planning and design phases have required significant engagement and coordination with federal, state, and county agencies to ensure compliance with Wild and Scenic River requirements, state trail connection standards, and county site requirements.

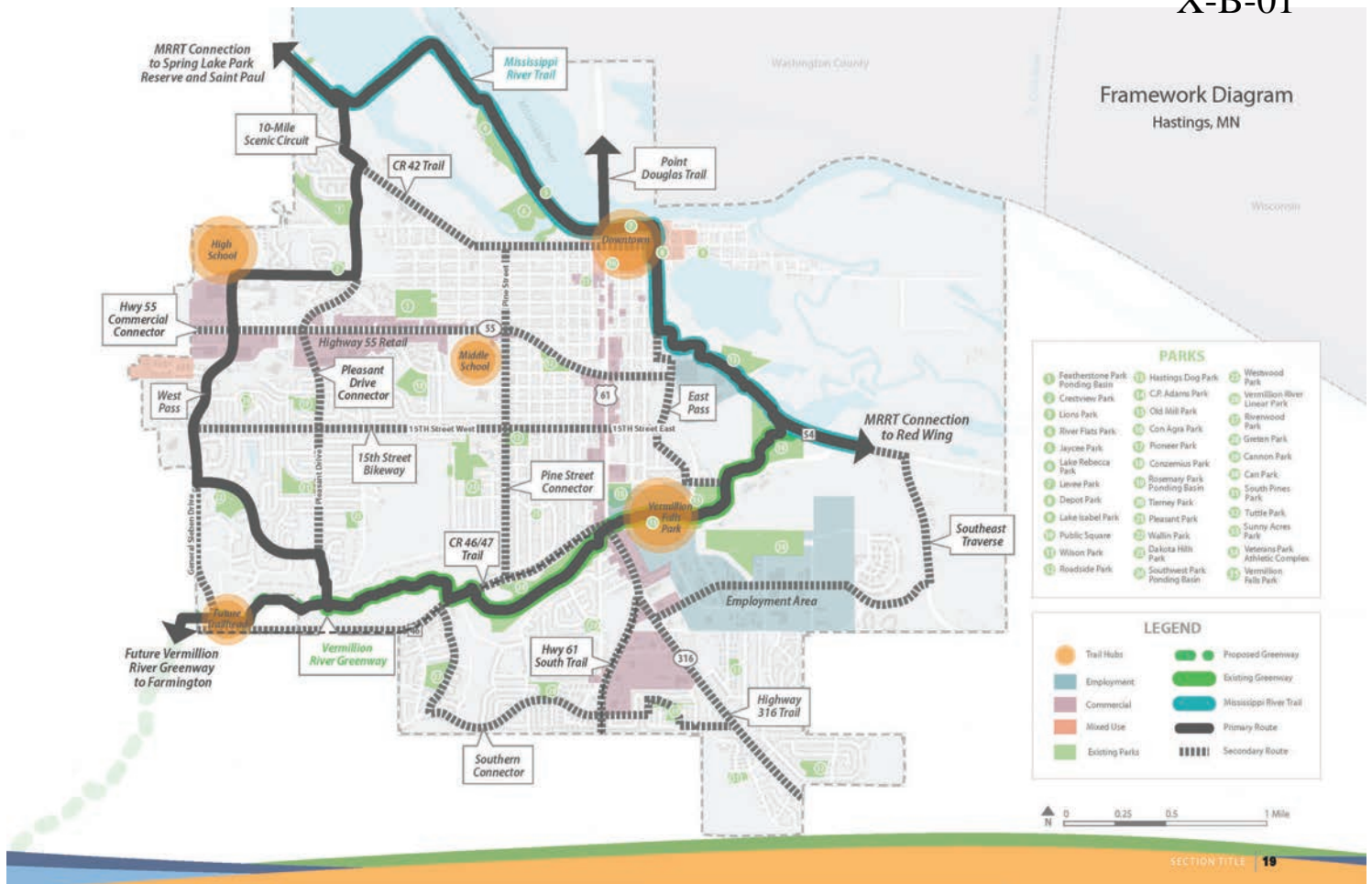


## Carrick's Landing Improvements

Otsego, Minnesota - HKGi provided the City of Otsego with concept planning services for the development of a paddle launch on the Mississippi River at Carrick's Landing Park. Initial planning included the creation of a development concept to identify the best location for the launch and explore potential configurations. HKGi continued its work on the next implementation phases, including schematic design assistance with grant writing to help fund the improvement project.

Improvements under development include stairway and an accessible ramp to provide access to the riverfront; a new shelter; wayfinding signage; benches; a new connection from the parking lot to the landing; and a floating dock.

Framework Diagram  
Hastings, MN



## People Movement Plan

Hastings, Minnesota - HKGi led a planning process to assist the City of Hastings in identifying strategies, investments, and implementation priorities to enhance its multi-modal transportation system. The plan includes initiatives related to off- and on-street trails, sidewalks, connections with the county’s greenway system, crossing safety improvements, and wayfinding.

HKGi analyzed Hastings’ existing pedestrian and bicycle facilities and then identified community destinations, which included all park and open space amenities within the city, entertainment districts, commercial and employment areas, schools, and civic services such as libraries and service centers. Using the results of those analyses, HKGi’s planners identified gaps in the system and then created a framework plan to identify different elements within the system, such as Hubs, Primary routes, Secondary routes, and key Crossings.

The Implementation section of the Plan provides detailed strategies and action items categorized into areas such as Education, Enforcement, and Programming; Institute City-wide Development Policies; Infrastructure Improvements; Operations and Maintenance; and Funding.

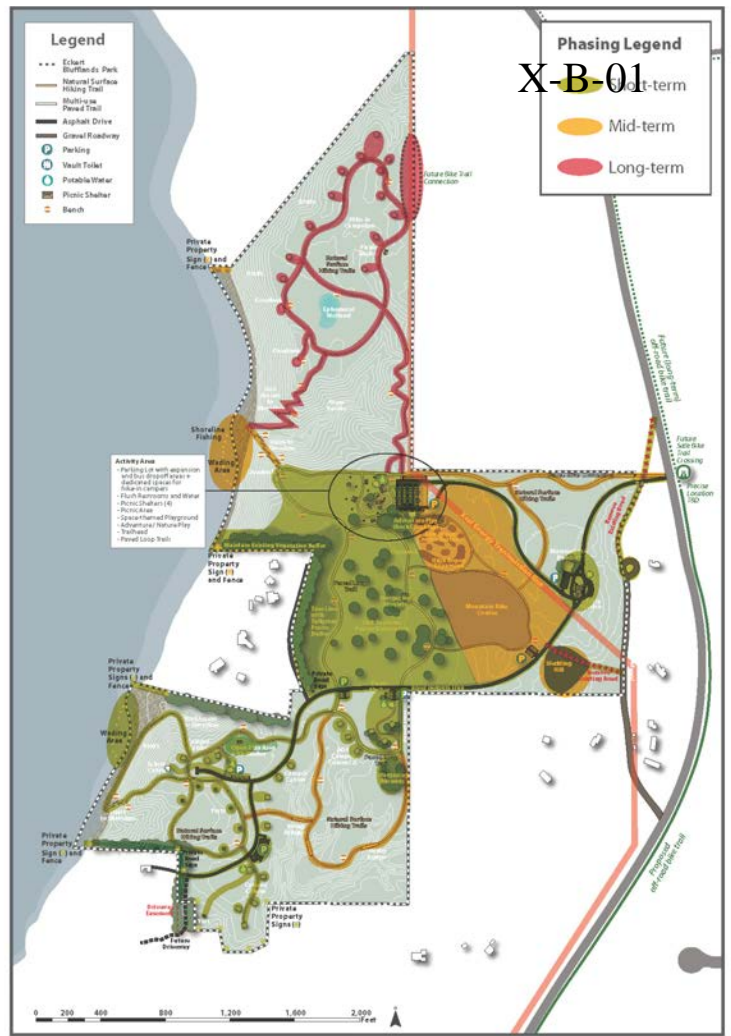
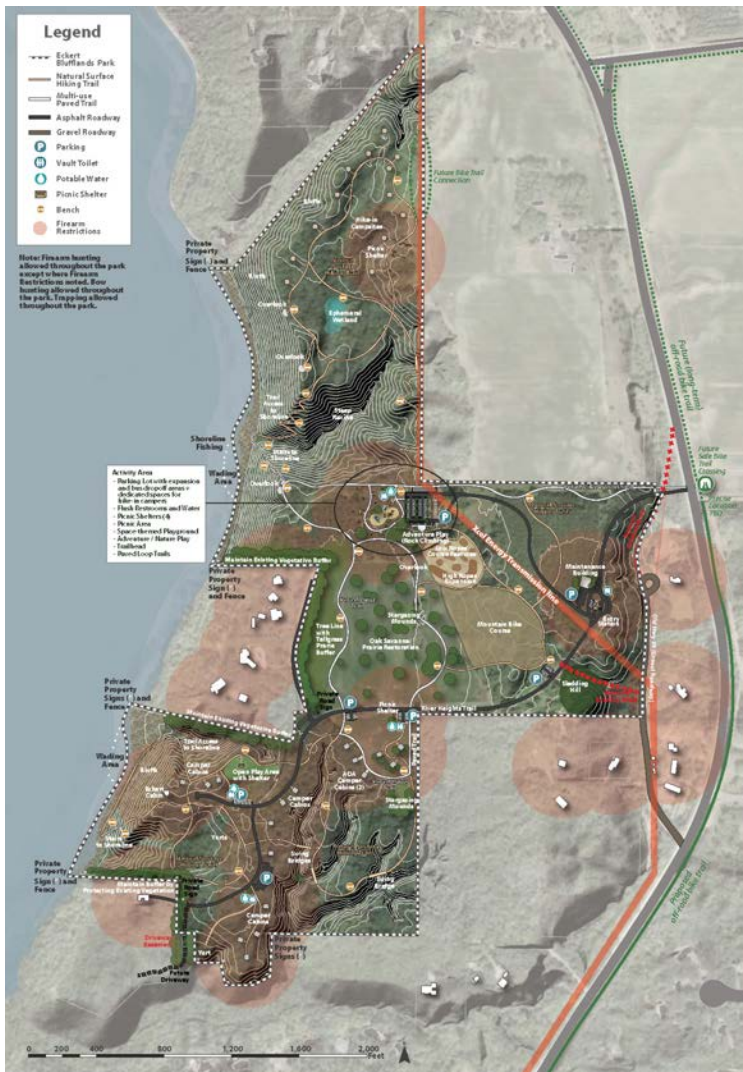


Figure 13 | Development Phasing Plan

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## Eckert Blufflands Park Master Plan

St. Croix County, Wisconsin - HKGi led a planning process for a new park on what was formerly private land on the Wisconsin side of the St. Croix River. The planning team conducted an inventory of existing conditions for the 167-acre project area and then conducted initial engagement with the community. This analysis and input was used to identify potential issues and opportunities for development of the park and then provided a foundation for the creation of three park concepts. HKGi worked with county staff and community stakeholders to explore development potential in each of the concepts and create a preferred concept to guide future development of the park.

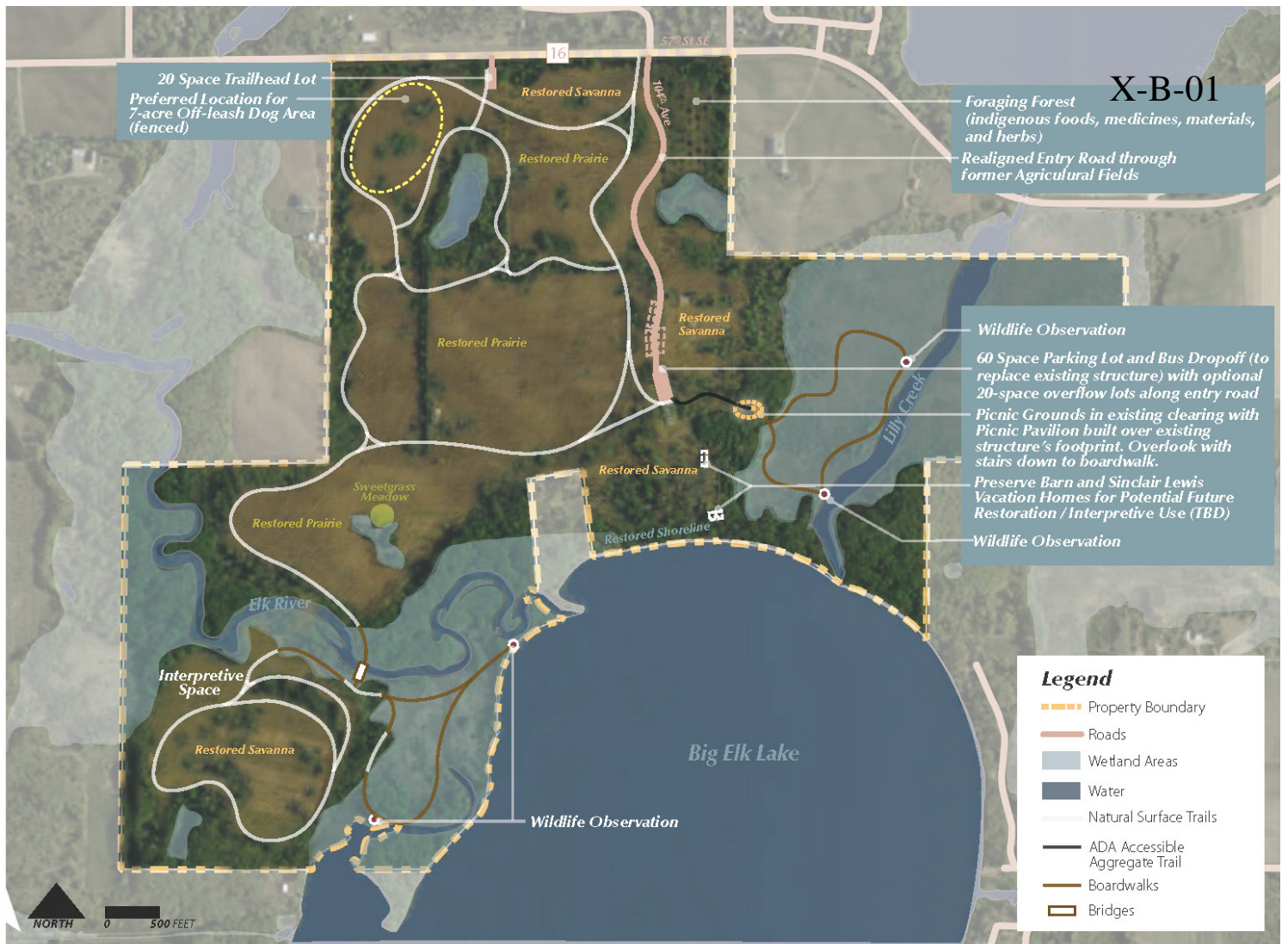
While each concept included similar program elements such as campgrounds, trails, scenic overlooks, landscape preservation and restoration, and fishing access, each concept featured a different emphasis and level of impact to the site. The final master plan document identifies and prioritizes implementation initiatives and also includes strategies to help the county secure funding and phases for park development and construction.

## HIGHLIGHTS

Extensive online engagement processes using Social Pinpoint and ESRI StoryMaps.

Several stakeholder meetings with landowners, local government representatives, and utilities.

In-depth conceptual planning and design process for multiple facilities.



## Big Elk Lake Park Master Plan

Sherburne County, Minnesota - HKGi worked with Sherburne County to create a master plan for a potential new county park on a 400-acre privately-owned site. The former owner wanted the land to become a park to preserve the site's natural areas and provide public lake access and a recreational amenity. The County conducted initial archeological and architectural studies to identify Native American burial grounds and artifacts and assess the quality of existing structures on site. HKGi was hired to conduct further site analysis, evaluate natural resources, facilitate public engagement, and develop a master plan to meet Greater Minnesota Regional Parks and Trails Commission (GMRPTC) requirements.

Key engagement for this project involved meetings and site tours with tribal representatives and GMRPTC staff to modify the initial concept plans, placing greater emphasis on Indigenous history and natural resource preservation, as the site's owners had come to desire during the discovery process. The final master plan prioritizes natural resource restoration projects; cultural preservation, education, and interpretation; reducing the number of recreational amenities; and preserving access to the lake and the site's other outstanding landscape features.

## HIGHLIGHTS

Plan emphasizes cultural heritage and natural resource conservation and interpretation

Engagement included an outdoor winter event held on the lake, giving stakeholders an opportunity to see the park property in person

Plan contains creative ideas for cultural and natural resource-focused programming



**CREATING  
PLACES  
THAT  
ENRICH  
PEOPLE'S  
LIVES**







## *City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers  
**From:** John Hinzman, Community Development Director  
Chris Jenkins, Parks and Recreation Director  
**Date:** June 26, 2023  
**Item:** Parkland Dedication

### **Council Action Requested**

Consider the following actions amending the Hastings City Code pertaining to parkland dedication:

- 1) Consider 1<sup>st</sup> Reading and Order a Public Hearing: City Code Chapter 154 – Subdivision Ordinance
- 2) Consider 1<sup>st</sup> Reading and Order a Public Hearing: City Code Chapter 34.03 - Fees

Action on the above would allow for 2<sup>nd</sup> reading and final consideration at the July 17, 2023, City Council meeting. A simple majority is necessary for action.

### **Proposed Changes**

The proposed amendment changes the following:

- Changes the methodology for the calculation of physical land dedication.
- Increases the fee for parkland dedication to reflect changes in market value.
- Places the specific fee for parkland dedication in the Fee Schedule of Chapter 34 of the City Code.

### **Parkland Dedication**

Parkland dedication is required upon subdivision of property (Final Plat). The method for dedication may be in the form of physical land (new park) or payment of fee in lieu of land dedication (to be used for parks at a later date). Parkland dedication fees have not been amended since 2004. Fees charged today do not reflect the value of land as they did nearly 20 years ago. In addition, development fees such as parkland dedication fees have come under scrutiny and require a nexus between the fees being charged and the burden to the City's park system. A case at the Supreme Court is contemplated this very issue and a ruling is expected shortly.

### **Methodology**

The amendment includes a new methodology for the calculation of parkland dedication

that is based on the following general principle:

- Calculate the amount of existing parkland per person (presently 1,367 s.f.)
- Require future parkland dedication be provided similarly.
- Determine the fair market value of land through an independent appraisal.
- Update the units of measure for determining dedication at least every three years (i.e., amount parkland, population, persons per household, land value)

Having the methodology in the ordinance provides the justification for charging park dedication fees (similar to a special benefit appraisal on a street project). However, the ordinance also allows the City to set a flat rate for park dedication in the fee schedule, and the actual charge will be the lesser of the two values.

### **Yield Substantially Higher**

Calculations of parkland dedication using the new methodology are substantially higher than the current rate as demonstrated in the following comparison:

<b>Subdivision</b>	<b>Existing Requirements</b>	<b>Appraisal Based</b>
Heritage Ridge - 116 single/villa homes	\$2,100 per unit \$243,600 total payment	\$5,141 per unit \$596,366 total payment
Lake Isabelle Flats - 89 apartments	\$1,100 per unit \$97,900 total payment	\$16,229 per unit \$1.4 million total payment

### **Fees of Comparable Communities**

A survey of 25 comparable communities was conducted to determine parkland dedication rates. Most cities had a single rate for all unit types. The amount of park dedication charged per dwelling unit is below:

<b>Unit Type</b>	<b>Median Survey Value</b>	<b>Range</b>
Single Family	\$3,631	\$1,500 - \$8,000
Townhome	\$3,525	\$1,500 - \$8,000
Apartment	\$3,500	\$1,500 - \$8,000

### **Analysis**

There is logic in providing for future park dedication based on the amount of park land provided today. However, the increase over existing rates is substantial and would place the City above the median of what comparable cities charge. The change could result in a reduction in new residential development and a decrease in the amount of funding collected for parkland dedication.

### **Proposal**

Establish a \$3,600 per unit parkland dedication fee for all units. Utilize the following phased-in approach for implementation:

	Existing Fee	2023	2024	2025	2026	2027
Low & Mid Density - Less than 12 units per acre	\$ 2,200	\$ 2,700	\$ 3,200	\$ 3,600	\$ 3,600	\$ 3,600
High Density - More than 12 units per acre	\$ 1,100	\$ 1,600	\$ 2,100	\$ 2,600	\$ 3,100	\$ 3,600

Keep the proposed methodology for establishing parkland dedication within the ordinance, which demonstrates that while the City could charge up to the amount in the methodology formula, the actual fees being charged are significantly less.

**Advisory Commission Discussion:**

The Planning Commission reviewed changes at their May 22, 2023, meeting with limited discussion. No one from the public spoke during the public hearing.

The Parks Commission also discussed the ordinance and supported adjusting fees.

**Council Committee Discussion:**

The Finance Committee of City Council (Chair Folch and Leifeld) reviewed proposed changes at their June 12, 2023, meeting. The Committee was generally supportive of establishing fees near the middle of comparable communities and to provide a phased-in approach for implementation.

**Attachments:**

- Ordinance Amendment – Chapter 154
- Ordinance Amendment – Chapter 34

## ORDINANCE NO. XXX

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, REPEALING AND REPLACING CITY CODE CHAPTER 154, SECTION 154.07 REGARDING PARKLAND DEDICATION**

The City Council of the City of Hastings, Dakota County, Minnesota, does hereby ordain as follows:

**SECTION 1. REPEAL AND REPLACE.** The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 154, Section 154.07 shall be repealed and replaced as follows:

**§ 154.07 Park Land Dedication****A. Authority and Purpose**

1. **Authority.** Pursuant to Minnesota Statute 462.358, subd. 2(b), the City has authority to require a reasonable portion of the buildable land of any proposed subdivision be dedicated to the public or preserved for public use, including parks, recreational facilities, playgrounds, trails, wetlands, and public open space. In the alternative, the City may choose to accept a cash fee for some or all of the value of the dedication.
2. **Purpose.** The City recognizes that the preservation and creation of parks, recreational facilities, playgrounds, trails, wetlands, and public open space is essential to maintaining a healthful, safe and desirable community. The City must not only provide these necessary facilities for the citizens of today, but also for the future needs of the City as described in the 2040 Comprehensive Plan and the Parks, Trails and Open Space Master Plan.
  - a. It is recognized that the demand for park, recreational facilities, playground, trails, and public open space within a municipality is directly related to the density and intensity of development permitted and allowed within any area. Greater densities mean greater numbers of people and higher demands for such public amenities.
  - b. The City has conducted an analysis of its current facilities and determined that new neighborhood parks will be required to service local needs as development occurs. Parks providing basic service levels, medium service levels to higher service levels should be carefully tailored to the neighborhood it serves.
3. **Basis of Determination.** The City shall conduct an individualized determination of the amount of land needed for each proposed subdivision for the purposes set forth in this section and shall demonstrate an essential nexus between the land dedication or cash fee, and the purpose sought to be achieved. The dedication or fee shall bear a rough proportionality to the need created by the proposed subdivision.

4. **Units of Measure.** For purposes of this ordinance, the following values apply:
- a. Average Number of Persons per Household Unit = 2.37 (per Met Council data 2021)
  - b. Fair Market Value (“FMV”) = Fair Market Value, as used in this section, means the FMV of vacant land, which shall be determined by an appraisal that is obtained from a certified appraiser and updated at least every 3 years. The FMV for each type of residential zoning classification shall be included in the City’s Fee Schedule.
  - c. Total Park Acres = 700 (per City data on file with the Parks & Recreation Department 2023)
  - d. Total Population of City = 22,303 (per Met Council data 2021)

**B. Dedication of Land**

- 1. The amount of land to be dedicated under this section will generally follow the schedules below, however the total amount required for dedication may increase or decrease based on the City’s individual analysis of the proposed subdivision. The City alone shall determine the location and configuration of any land dedicated, taking into consideration the suitability of the land for its intended purpose, the City’s needs for park, playground, trail, or public open space as a result of the proposed subdivision, and the unique attributes of the development.
- 2. All land dedication determinations shall be based on the net area of the property. The “net area” of the property shall mean the gross area of the property minus the area of wetlands, lakes, and streams below the ordinary high-water mark. The land dedicated for public use shall be in addition to property dedicated for streets, alleys, easements, storm water ponding, or other public ways.
  - a. **Residential Property.** The calculation shall be based on the following formula:

Total Park Acres/Total Population of the City = number of acres of parkland per person.

Number of acres of parkland per person X Average Number of Persons per Household Unit = Number of acres of parkland per household unit.

Number of acres of parkland per household unit X number of household units in the proposed project = *Total acres of dedicated land required*

- b. **Non-Residential Property.** An estimated 5% of the net area shall be dedicated for parkland.
- c. **Mixed Use Property.** Land contributions shall generally follow the calculations above and shall be based on the amount of land and number of household units designated to residential use and the amount of land designated to non-residential uses.

**C. Cash Contribution**

1. At the City Council’s sole discretion, a cash contribution may be accepted in whole or in part for the required land dedication under this Chapter. The parkland dedication fee guidelines shall be determined by the City Council on an individualized basis. The amounts included in this section are for use as a general guideline and may be increased or decreased as determined by the City, taking into consideration the City’s needs for park, playground, trail, or public open space as a result of the proposed subdivision, the unique attributes of the development and other relevant factors of the proposed subdivision.

- a. **Residential Property.** For residential property, cash contributions shall be determined using *the lesser of* the application of the following formula using the FMV of land as stated in the City's Fee Schedule or the per household unit fee for each type of residential property as listed in the City’s Fee Schedule:

Total Park Acres/Total Population of the City = Number of acres of parkland per person.

Number of acres of parkland per person X Average Number of Persons per Household Unit = Number of acres of parkland per household unit.

Number of acres of parkland per household unit X FMV of vacant land = Cash contribution per household unit

Cash contribution per household unit X number of household units in the proposed project = *Total cash contribution required*

- b. **Non-Residential Property.** Cash contribution shall be 5% of the Fair Market Value of the property.
- c. **Mixed Use Developments.** Cash contributions shall be based on the amount of land and number of units designated to residential use and the amount of land designated to non-residential uses.

2. **Timing of payment.** Cash contributions shall be paid prior to the release of the final plat or subdivision approval.
3. **Use of payments.** Cash payments received under this Section shall be placed in a special fund to be used only for the acquisition and development or improvement of parks, recreational facilities, playgrounds, trails, wetlands, or public open space based on the City's approved park systems plan.
4. **Determining the amount of a combination cash and land contribution.** In the event the contribution is a combination of cash and land, the City will first determine the total land dedication required pursuant to the basis analysis and then convert that total land dedication to its Fair Market Value pursuant to Minnesota Statute §462.358, subd. 2b(c). Once the total conversion from land to cash is determined, the Fair Market Value of the land actually dedicated, if any, shall be subtracted and the remainder shall be the amount due in cash.

#### **D. Disputes and Appeals**

Any disputes or appeals arising under this Chapter regarding park land dedication shall be resolved pursuant to the requirements of Minnesota Statute §462.358.

**SECTION 2. SUMMARY PUBLICATION.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

The text amendment adopted by the Hastings City Council on \_\_\_\_\_, 2023 modifies the City Ordinance to adopt new methodology for calculation parkland dedication requirements.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

Published in the \_\_\_\_\_ on [Date].

X-C-01 (a,b)



CITY OF HASTINGS, MINNESOTA

ORDINANCE NO. 2023-\_\_\_

**An Ordinance of the City of Hastings Repealing and Replacing  
City Code Section 34.03: Community Development Fees regarding Parkland Dedication Fees  
for Residential Development**

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

**SECTION 1. HASTINGS CITY CODE SECTION 34.03, COMMUNITY DEVELOPMENT FEES REGARDING PARKLAND DEDICATION FEES FOR RESIDENTIAL DEVELOPMENT, IS REPEALED AND REPLACED AS FOLLOWS:**

<u>Parkland Dedication Fees</u>		
Low Density Residential 1-2 family (3-6 units/acre)		
Fair Market Value	\$69,000 per acre	2023
	\$2,700 per unit	2023
	\$3,200 per unit	2024
	\$3,600 per unit	2025
Medium Density Residential 4-8 unit buildings (8-20 units/acre)		
Fair Market Value	\$73,000 per acre	2023
	\$2,700 per unit	2023
	\$3,200 per unit	2024
	\$3,600 per unit	2025
High Density Residential Multi-Family (20-30 units/acre)		
Fair Market Value	\$218,000 per acre	2023
	\$1,600 per unit	2023
	\$2,100 per unit	2024
	\$2,600 per unit	2025
	\$3,100 per unit	2026
	\$3,600 per unit	2027

**SECTION 2. SUMMARY PUBLICATION.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance

is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

The City is adding its parkland dedication fees to the City’s Fee Schedule.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be effective upon seven (7) days after its passage and publication.

Adopted by the Hastings City Council on this \_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

Ayes:

Nays:

Absent:

**CITY OF HASTINGS**

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

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh  
City Clerk

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

\_\_\_\_\_  
Kelly Murtaugh  
City Clerk



*City Council Memorandum*

**To:** Mayor Fasbender and City Council

**From:** Madelyn Swanson, Community Development Intern

**Date:** June 26<sup>th</sup>, 2023

**Item:** Resolution: Site Plan – Dakota County Law Enforcement at 1590 Highway 55

**Council Action Requested:**

Adopt the attached resolution approving the Site Plan request of Dakota County for construction of a 13,235 s.f. public institution addition and parking lot relocation for Law Enforcements services and detainees of the county. The property is located at 1590 Highway 55 in northwestern Hastings. A simple majority is necessary for all actions.

**Background Information:**

Dakota County Law Enforcement provides safety and health services to Dakota County residents.

**Financial Impact:**

Development of the site will increase the tax base.

**Advisory Commission Discussion:**

The Planning Commission voted 6-0 to recommend approval of the Site Plan at the June 12, 2023 meeting. The Commission discussed parking and building design. No questions were asked during the meeting—only a clarification from the designers.

**Attachments:**

- Resolution: Site Plan
- Planning Commission Staff Report – June 12, 2023

**HASTINGS CITY COUNCIL**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING  
SITE PLAN APPROVAL AT 1590 HIGHWAY 55**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, Dakota County has petitioned for Site Plan approval to construct a +/- 13,235 s.f. addition to the Law Enforcement Center and relocation of an 11,720 s.f parking lot. The subject property is owned by Dakota County and generally located at 1590 Highway 55 and legally described as the Southeast Quarter of the Northwest Quarter of Section 29, Township 115, Range 17, Dakota County, Minnesota; except Parcel 258F on MN DOT Right-of-Way Plan 19-88.

**WHEREAS**, on June 12, 2023, review of the site plan was conducted before the Planning Commission of the City of Hastings, as required by state law, city charter, and city ordinance; and

**WHEREAS**, The Planning Commission recommended approval; and

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

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

That the City Council hereby approves the Site Plan as presented subject to the following conditions:

1. Conformance with the plans submitted with the City Council Staff Report dated June 26, 2023.
2. Final approval of the Grading, Drainage, Erosion Control, and Utility Plans by the Public Works Director.
3. All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
4. Disturbed areas of the site shall be maintained to the requirements of the City’s property maintenance ordinance.

5. All rooftop equipment shall be screened by a parapet wall or painted to match the building.
6. Any uncompleted site work (including landscaping) must be escrowed at 125 percent of the estimated value.
7. Approval is subject to a one-year Sunset Clause; if significant progress is not made towards the proposal within one year of City Council approval or by June 26, 2024, the approval is null and void.

Council member \_\_\_\_\_ moved a second to this resolution and upon being put to a vote it was adopted by the Council Members present.

Adopted by the Hastings City Council on June 26, 2023, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

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

\_\_\_\_\_  
Kelly Murtaugh,  
City Clerk

(City Seal)

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 26<sup>th</sup> day of June, 2023, 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 (MS)  
101 4th St. E.  
Hastings, MN 55033



***Planning Commission Memorandum***

**To: Planning Commissioners**

**From: Madelyn Swanson, Community Development Intern**

**John Hinzman, Community Development Director**

**Date: June 7, 2023**

**Item: Dakota County Law Enforcement Center Integrative Health Unit Addition - Site Plan  
for 1560 Highway 55**

**Planning Commission Action Requested**

Please review and provide a recommendation on the Site Plan request of Dakota County for construction of a 13,235 s.f. addition for the Integrative Health Unit and a 11,720 s.f. parking lot north of the addition. The property is located at 1560 Highway 55, Hastings MN 55033 and this addition is just south of 4<sup>th</sup> Street W.

**BACKGROUND INFORMATION**

**Comprehensive Plan**

The property is currently guided Public Institution (PI) within the 2040 Comprehensive Plan. The proposed use as a public advancement initiative is consistent with the Comprehensive Plan.

**Zoning**

The property is currently zoned PI – Public Institution. Government and law enforcement establishments are considered “Permitted Uses” within the PI Zoning District and under §155.36 B. – Governmental buildings when the office is considered to be an office use or jail, whereas this site functions as an office and jail.

**Existing Condition**

The site is occupied by Dakota County Administrative Services and Dakota County Law Enforcement. Numerous functions of the county reside on this lot in the county seat. Regarding the current elevation, it slopes down about 22 feet from 896 feet (above sea level) at the parking lot to 874 feet at the northern property line along 4<sup>th</sup> Street W. Some short shrubbery exists on the northeast section of the parking lot and there is no tree cover or other vegetation in the addition section of this lot.

**History**

The Administrative building was built in 1990 by Dakota County. Numerous additions have occurred since its initial build and certification, including a Juvenile Center addition on the northwestern west side of the property

**Dakota County Law Enforcement**

Dakota County Law Enforcement provides security, detention and administrative services for Dakota County. They operate across the county and their administrative building is located here in Hastings—the county seat. This lot houses Dakota County Law Enforcement, Juvenile Services Center, Judicial Center and the Administration Center, which oversees various departments of Dakota County including but not limited to, Communications, Assessing Services, Board of Commissioners, Elections, Employee Relations, Finance, Information Technology, Corrections and Public Services & Revenue Administration. See <https://www.co.dakota.mn.us/departments/Pages/default.aspx> for further information.

**Adjacent Zoning and Land Use**

The following land uses about the property and addition:

<b>Direction</b>	<b>Use</b>	<b>Comp Plan District</b>	<b>Zoning District</b>
North	Vacant land of the ISD 200	Residential	R-3 Medium/High Density Residence
East	Dakota County Sheriff's Office	Public Institution	PI Public Institution
South	Dakota County Law Enforcement	Public Institution	PI Public Institution
West	Dakota County Juvenile Services Center	Public Institution	PI Public Institution

**SITE PLAN REVIEW****Request**

Construction of a 13,235 s.f. building addition on the north side of the Dakota County Administrative lot for housing detainees of Dakota County and movement of the existing parking lot to accommodate this addition.

**Vehicular Access and Circulation**

Vehicular access and circulation are acceptable. Parking and drive aisle access will be provided through an existing private drive to the north from 4<sup>th</sup> St. W.

### Building Setbacks

Minimum building setbacks are not prescribed in the PI Zoning District and determined at time of Site Plan. Building setbacks are acceptable as follows:

	Site Proposal
North Setback (4 <sup>th</sup> St. W)	42.5 feet
East Setback	N/A – Existing building
South Setback	N/A – Existing building
West Setback	N/A – Existing building
Maximum Building Height	120 feet (to addition peak)

### Pedestrian Access

There is an existing sidewalk along the north side of 4<sup>th</sup> St. W, or across the road from this lot and proposed addition. Access is also available through the southwest corner of the lot. Pedestrian access improvements not required for this addition due to the use as a detention facility.

### Parking

The number of parking spaces is acceptable as follows:

Use	Required Spaces	Provided Spaces
Quasi-public government	44 (1 per 300 s.f.)	36* {2 accessible}

\*The number of required spaces is allowed to be less than requires for the s. f. of this addition due to the ample parking available in multiple lots to the south and east.

### Architectural Elevations

Architectural elevations are acceptable with proposed materials matching the types, quantities, and colors of the existing facility.

### Landscape Plan

The Landscape Plan includes an irrigation basin with a variety of shrubs, perennials and ornamental grasses such as Black Chokecherry, Joe Pye Weed, Switch Grass and others. The proposed parking lot faces a residential zone, so a recommendation to add more trees and shrubbery has been accepted. Trees, such as Northern Catalpa and Autumn Gold Maidenhair,



and shrubs have been included between the parking lot and 4<sup>th</sup> Street W. Landscaping is provided as follows:

	Required	Proposed
One tree per 4,000 s.f. of paved surface – 11,720 s.f.	2.93 Trees	5 Trees

**Lighting Plan**

A Photometric Plan has been submitted and adheres to the 0.5 footcandle illumination limit when abutting residential zones. Lighting is proposed to adequately illuminate the parking lot and exterior areas of the additon.

**Trash Enclosure**

No changes, adjustments or improvements to the trash and waste systems in this area. The current waste management area to the east of the addition and to the north of the Dakota County Judicial Center will continue to serve Dakota County Law Enforcement and this new addition.

**Grading, Drainage, Erosion Control and Utility Plan Review**

The Public Works Department is providing concurrent review of the Grading, Drainage, Erosion Control, and Utility Plans. Site Plan approval shall be conditioned upon final approval of the Grading, Drainage, Erosion Control and Utility Plan by the Public Works Director.

**RECOMMENDATION**

Approval of the Site Plan is recommended subject to the following conditions:

1. Conformance with the plans submitted with the Planning Commission Staff Report dated June 12, 2023.
2. Final approval of the Grading, Drainage, Erosion Control, and Utility Plans by the Public Works Director.
3. All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
4. Disturbed areas of the site shall be maintained to the requirements of the City’s property maintenance ordinance.

5. All rooftop equipment shall be screened by a parapet wall or painted to match the building.
6. Any uncompleted site work (including landscaping) must be escrowed at 125 percent of the estimated value.
7. Approval is subject to a one-year Sunset Clause; if significant progress is not made towards the proposal within one year of City Council approval or by June 12, 2024, the approval is null and void.

**ATTACHMENTS**

- General Site Location Map
- Site Pictures
- Site Plan
- Civil Plans
- Application



140TH STE

FEATHERSTONE RD

X-C-02

SUMMIT POINT DR

Crestview Park

WHISPERING LN

PLEASANT DR

4TH ST W

GENERAL SIEBEN DR

4TH ST W

NORTH FRONTAGE RD

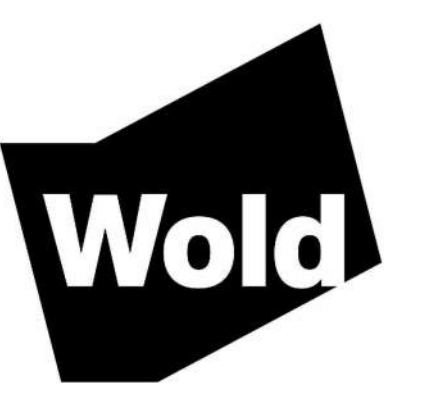
HIGHWAY 55

EN DR

SOUTH FRONTAGE RD

X-C-02

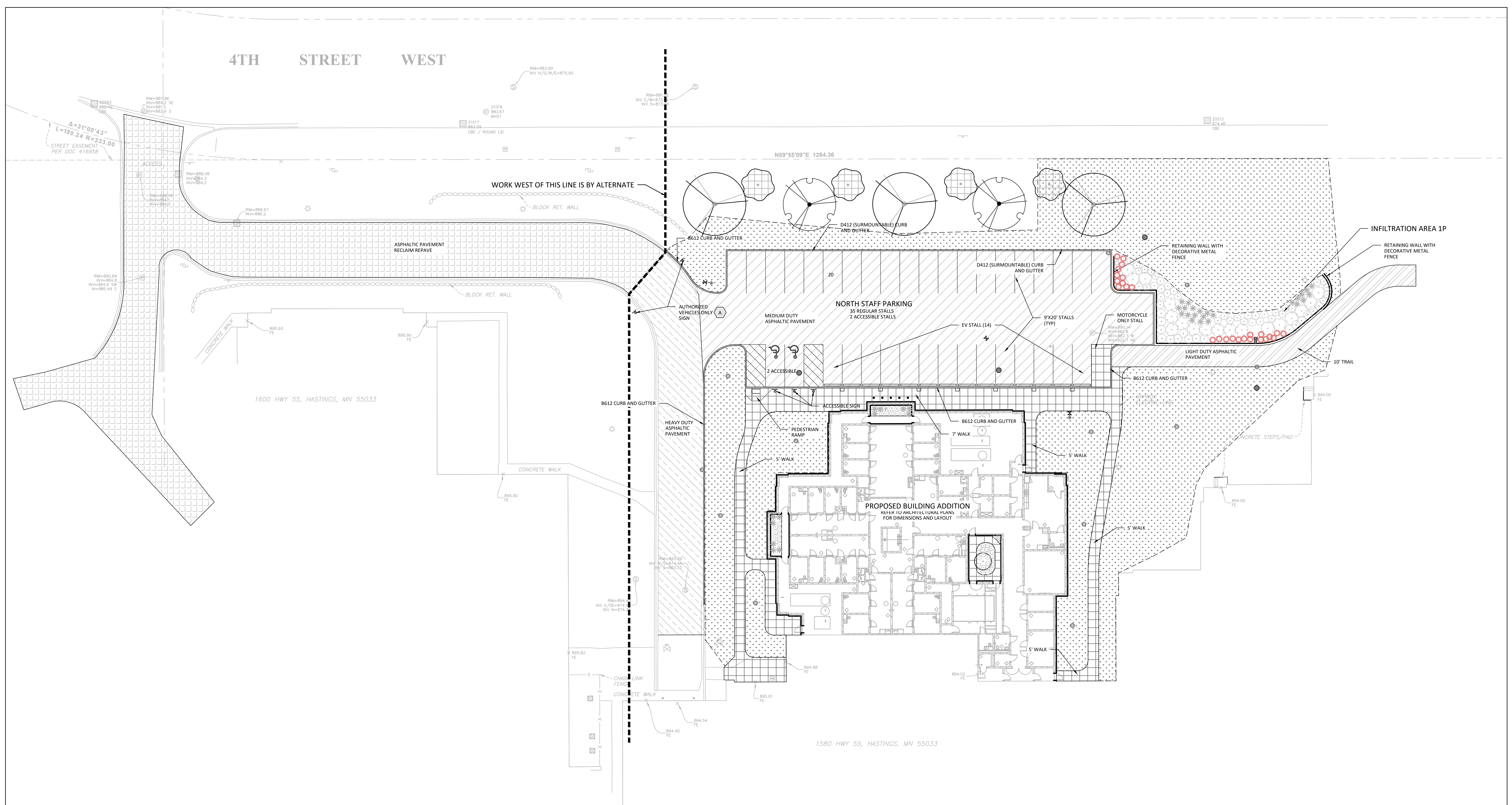




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 Saint Paul, MN 55101  
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 GOLDEN VALLEY, MINNESOTA 55427  
 Phone: (763) 544-7129  
 Email: goldenvalley@bolton-menk.com  
 www.bolton-menk.com

MN



**PLANT SCHEDULE**

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
CS	CATALPA SPECIOSA	NORTHERN CATALPA	2.5" CAL., B&B	2
CP	CELTIS OCCIDENTALIS 'JFS-KSUT'	PRAIRIE SENTINEL® HACKBERRY	2.5" CAL., B&B	4
GA	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD MAIDENHAIR TREE	2.5" CAL., B&B	3
CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
AM	ARONIA MELANOCARPA	BLACK CHOKEBERRY	#5 CONT.	9
VA	VIBURNUM TRILOBUM	AMERICAN CRANBERRYBUSH	#5 CONT.	9
CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
AN	ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	4" CONT.	21
EJ	EUPATORIUM MACULATUM	JOE PYE WEED	4" CONT.	16
PV	PANICUM VIRGATUM	SWITCH GRASS	4" CONT.	26
SC	SILPHIUM PERFORIATUM	CUP PLANT	4" CONT.	16
SR	SOLIDAGO RIGIDA	STIFF GOLDENROD	4" CONT.	23

- NOTES**
- REFER TO SHEET C3.11, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
  - CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
  - SIGNAGE SHALL GENERALLY BE INSTALLED 18" BEHIND THE BACK OF CURB.
  - ALL DISTURBED AREAS OUTSIDE THE BUILDING PAD WHICH ARE NOT DESIGNATED TO BE PAVED SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SODDED OR SEEDDED.
  - WHERE NEW SOD MEETS EXISTING TURF, EXISTING TURF EDGE SHALL BE CUT TO ALLOW FOR A CONSISTENT, UNIFORM STRAIGHT EDGE. JAGGED OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. REMOVE TOPSOIL AT JOINT BETWEEN EXISTING AND NEW AS REQUIRED TO ALLOW NEW SOD SURFACE TO BE FLUSH WITH EXISTING.
  - FAILURE OF TURF DEVELOPMENT, IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SOD OR RE-SEED ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.

**SIGNAGE KEY NOTES**

(A) AUTHORIZED VEHICLES ONLY (SIMILAR TO MnMUTCD R4-X4 (36"x36"))

- LEGEND**
- PROPOSED CONCRETE WALK
  - PROPOSED CONCRETE SLAB
  - PROPOSED LIGHT DUTY ASPHALTIC PAVEMENT
  - PROPOSED MEDIUM DUTY ASPHALTIC PAVEMENT
  - PROPOSED HEAVY DUTY ASPHALTIC PAVEMENT
  - PROPOSED RECLAIM REPAVE
  - PROPOSED TRAFFIC CONTROL SIGN
  - SIGNAGE KEY NOTE
  - PAINTED ACCESSIBLE SYMBOL
  - PROPOSED MANHOLE (MH)
  - PROPOSED CATCH BASIN (CB)
  - PROPOSED HYDRANT (HYD)
  - PROPOSED GATE VALVE (GV)
  - PROPOSED RETAINING WALL
  - APPROXIMATE SOD LIMITS
  - PROPOSED BUILDING STOOP - REFER TO ARCHITECTURAL PLANS
  - PROPERTY LINE

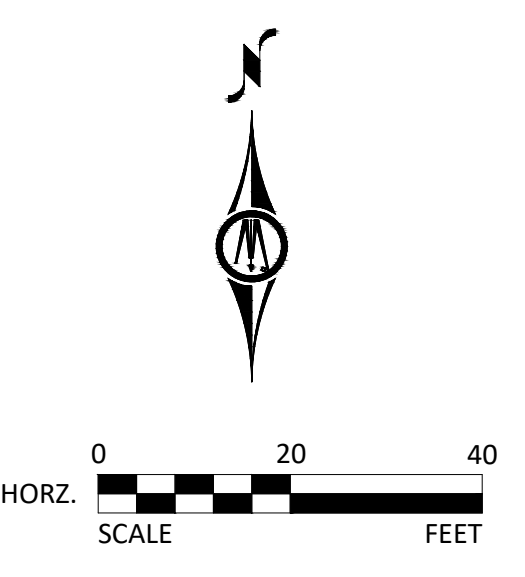
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

DAVID A. REY  
 Registration Number 40180 Delv. XX/XX/2023

Description	Revisions	
	Date	Num

Comm: 222139  
 Date: 06/01/2023  
 Drawn: WJD  
 Check: DAR

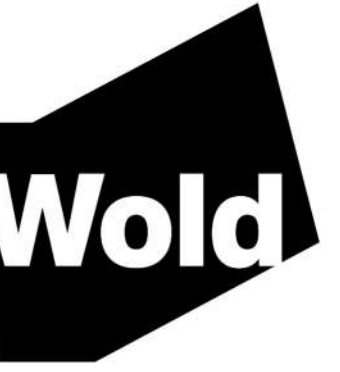
**SITE PLAN**



**C2.12**



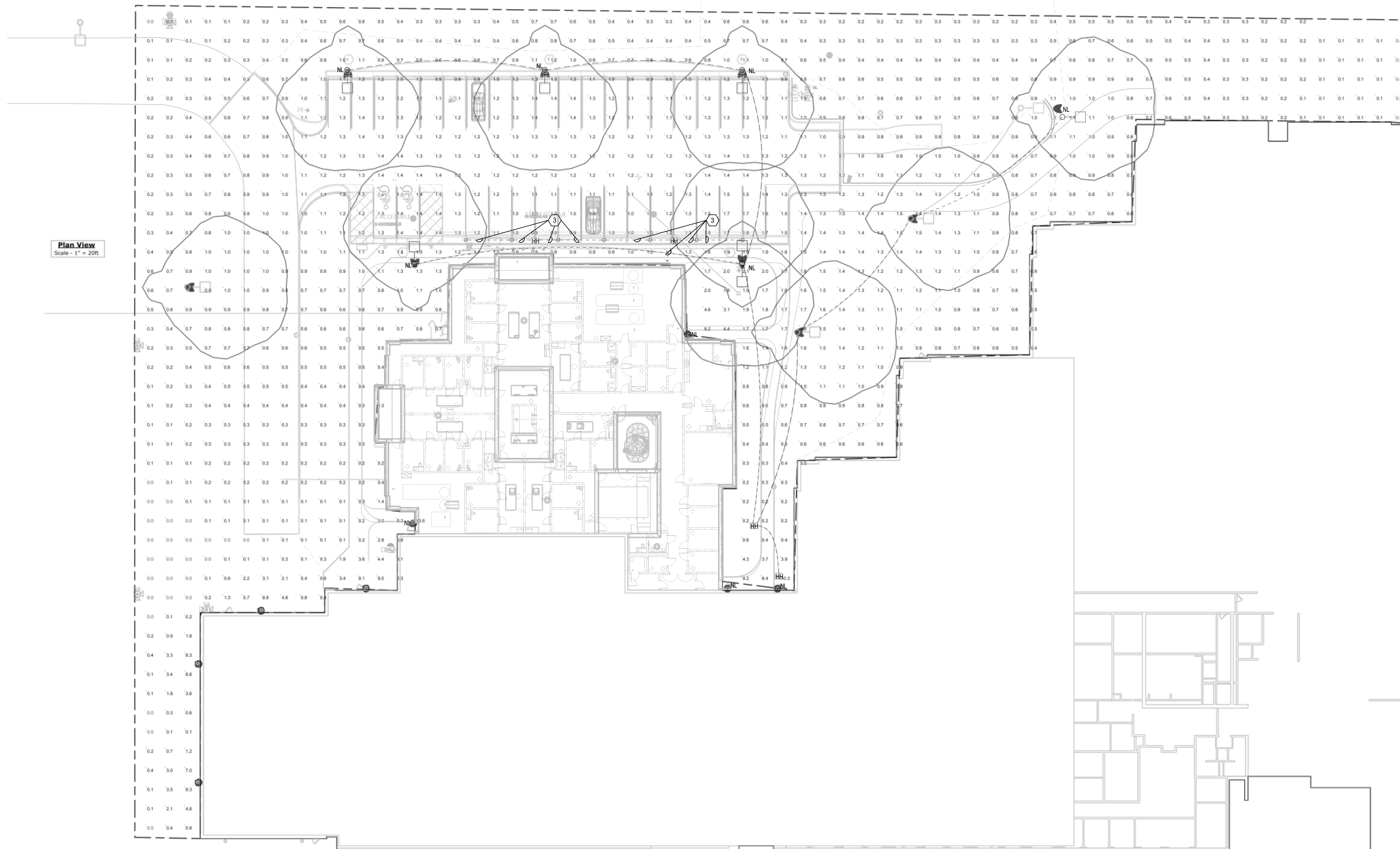




MN

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
○	WW2	8	ELITE	DWP-FC-116-LED-3500L-DIM10-MVOLT-40K-BK	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Forward Throw		1	DWP-FC-116-LED-3500L-DIM10-MVOLT-40K-BK_ESNA2002.IES	3708	1	27.2834
□	AA	10	Lithonia Lighting	DSX1 LED P1 30K 80CRI TFFM	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Forward Throw		1	DSX1_LED_P1_30K_80CRI_TFFM.ies	6760	1	50.9

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.9 fc	13.6 fc	0.0 fc	N/A	N/A



**F2 ELECTRICAL SITE PLAN PHOTOMETRIC**  
1" = 20'-0"

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

License Number: **BRADLEY R. JOHANSEN** 43936 Date: Issue Date

Description	Revisions	
	Date	Num

Comm: 222168  
Date: Issue Date  
Drawn: Author  
Check: Checker

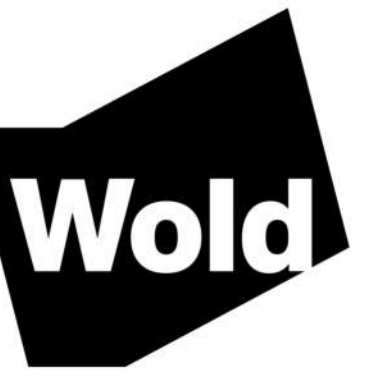


**ELECTRICAL SITE  
PLAN  
PHOTOMETRIC**

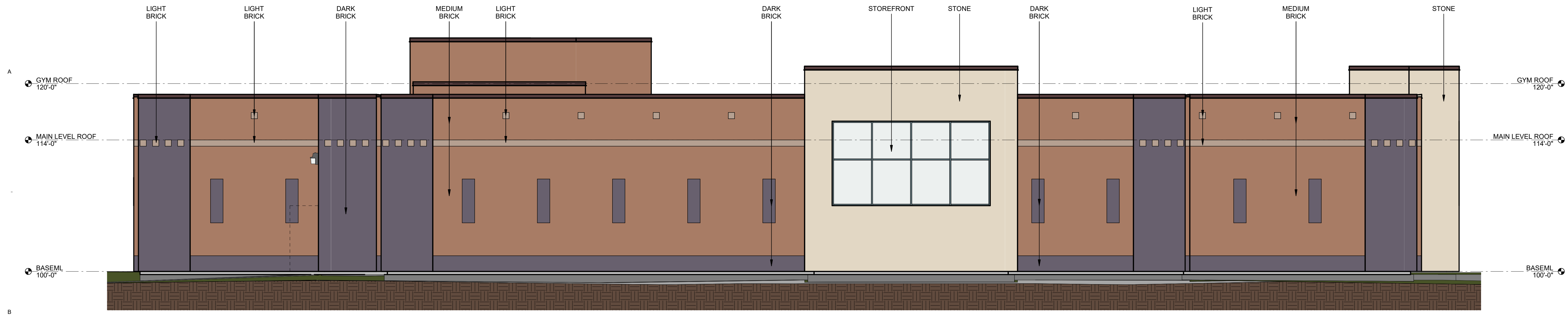
Scale: 1" = 20'-0"

**E0.04**

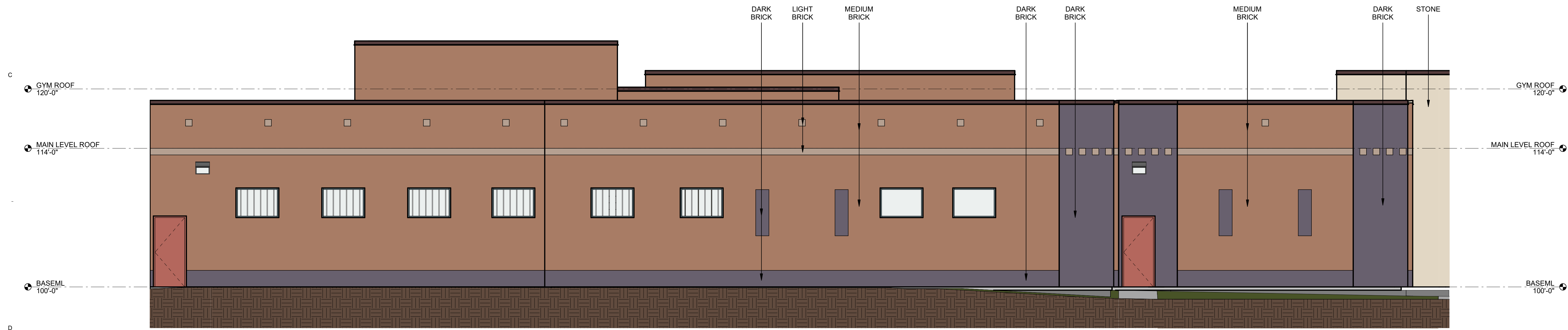




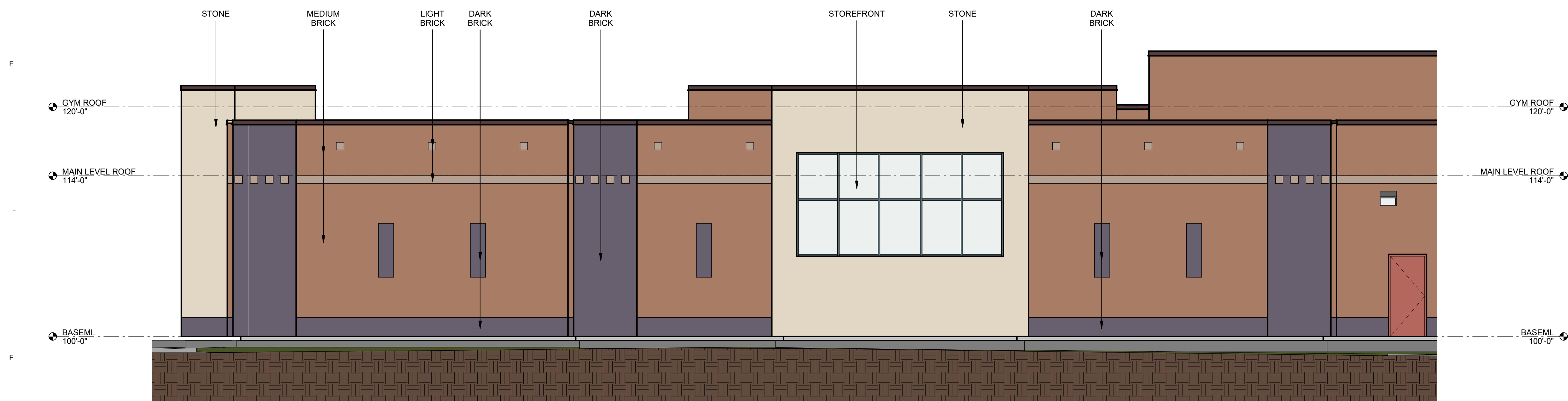
MN



**B1 IHU NORTH ELEVATION**  
3/16" = 1'-0"



**D1 IHU EAST ELEVATION**  
3/16" = 1'-0"



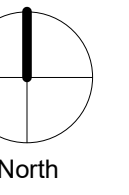
**F1 IHU WEST ELEVATION**  
3/16" = 1'-0"

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed ARCHITECT under the laws of the State of MINNESOTA

License Number: **41467** Joel Dunning  
Date: *10/1/2024*

Description	Revisions	
	Date	Num

Comm: 222139  
Date: ---  
Drawn: Author  
Check: Checker



**EXTERIOR ELEVATIONS**

Scale: 3/16" = 1'-0"

**A5.501**



**City of Hastings  
Community Development Department**

**Land Use Application**

Address or PID of Property: 1580 Hwy 55, Hastings, MN

Applicant Name: Patricia Bremer, Project Manager  
 Address: 1590 Hwy 55  
Hastings, MN 55033  
 Phone: 651-438-4357  
 Fax: \_\_\_\_\_  
 Email: trish.bremer@co.dakota.mn.us

Property Owner: Dakota County  
 Address: 1590 Hwy 55  
Hastings, MN 55033  
 Phone: 651-438-8180  
 Fax: \_\_\_\_\_  
 Email: michael.lexvold@co.dakota.mn.us

Description of Request: Site plan and building exterior review of the proposed Dakota County Law Enforcement Center Integrative Health Unit Addition. This building addition will include 30-beds of detention housing, program and support spaces, added on to the north side of the existing building.

If requesting site plan review of multi-family units (three or more attached), are the units intended to be for sale or rental units? \_\_\_\_\_

Check Applicable Line(s)		Please Note: All Fees and Escrows are due at time of application.	
<input type="checkbox"/>	Rezone \$500	<input type="checkbox"/>	Minor Subdivision \$500
<input type="checkbox"/>	Final Plat \$600	<input type="checkbox"/>	Special Use Permit \$500
<input type="checkbox"/>	Variance \$300	<input type="checkbox"/>	Comp Plan Amend. \$500
<input type="checkbox"/>	Vacation \$500	<input type="checkbox"/>	Lot Split/Lot Line Adj. \$75
<input type="checkbox"/>	House Move \$500	<input type="checkbox"/>	Annexation \$500 + \$5,000 escrow
<input type="checkbox"/>	Prelim Plat \$500 + \$5,000 escrow	<input type="checkbox"/>	EAW \$500 + \$5,000 escrow
<input checked="" type="checkbox"/>	Site Plan \$500 + \$5,000 escrow	<input type="checkbox"/>	Interim Use Permit \$500

Total Amount Due: \$ 6000

Make checks payable to City of Hastings.

Most credit cards accepted, excluding escrow payments.

Please ensure that all copies of required documents are attached.

Patricia Bremer 05-09-23  
 Applicant Signature Date

Michael Lexvold 05-09-23  
 Owner Signature Date

Patricia Bremer, Project Manager

Michael Lexvold, Facilities Management Director

Applicant Name and Title – Please Print

Owner Name – Please Print

**OFFICIAL USE ONLY**

File # \_\_\_\_\_

Rec'd By: \_\_\_\_\_

Date Rec'd: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Receipt # \_\_\_\_\_

App. Complete \_\_\_\_\_


**ACKNOWLEDGEMENT OF RESPONSIBILITY**

This is to certify that I am making application for the described action by the city and that I am responsible for complying with all city requirements with regard to this request. This application should be processed in my name and I am the party whom the city should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by city staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the city upon demand, expenses, determined by the city, that the city incurs in reviewing this application and shall provide an escrow deposit to the city in an amount to be determined by the city. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by city personnel to the property for purposed of review of my application and to erect a temporary sign indicating the application proposed.

Signature of applicant  Date 05-09-23

Name of applicant Patricia Bremer Phone 651-438-4357  
(Please Print)

Name and address of Contact (if other than applicant) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone Number**

\_\_\_\_\_

**Date**



*City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers

**From:** Justin Fortney, City Planner

**Date:** June 26, 2023

**Item:** Resolution – Site Plan – Regina Assisted Living – 2023-14– 1008 1st Street West.

**Council Action Requested:**

Review the request for sit plan approval and act on the attached resolution.

A simple majority is required for action.

**Background Information:**

The applicants are proposing to remodel some interior spaces, add a small vestibule and mechanical chase to the roofline, create a new receiving area for deliveries, driveway, trash/ recycling area, and new employee parking lot.

Please see the attached June 12, 2023 staff report for further information.

**Financial Impact:**

N\A

**Advisory Commission Discussion:** The Planning Commission reviewed and unanimously recommended approval at their June 12, 2023 meeting with limited discussion.

**Council Committee Discussion:**

N\A

**Attachments:**

- Resolution
- PC Staff Report

**HASTINGS CITY COUNCIL**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING SITE PLAN APPROVAL TO BENEDICTINE REGINA ASSISTED LIVING LOCATED AT 1008 1<sup>ST</sup> STREET WEST.**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, Pope Design Group, has petitioned for Site Plan approval to construct parking lot and minor building modifications located at 1008 1<sup>st</sup> Street West, legally described as Part of lot 1, Block 1, Regina Memorial 3<sup>rd</sup> Addition, Dakota County, Minnesota; and

**WHEREAS**, on June 12, 2022 review was conducted before the Planning Commission of the City of Hastings, as required by state law, city charter, and city ordinance; and

**WHEREAS**, The Planning Commission recommended approval of the request subject to the conditions hereunder; and

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

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

That the City Council hereby approves the Site Plan as presented subject to the following conditions:

1. Conformance with the plans submitted with the City Council Staff Report dated June 26, 2023
2. All disturbed areas on the property shall be protected to eliminate erosion control problems.
3. Approval of a building permit.

4. Approval is subject to a one-year Sunset Clause; if significant progress is not made towards the proposal within one year of City Council approval, the approval is null and void.
5. The City Engineering Department must approve the utility, grading, drainage, and erosion control plan.
6. City right-of-way permits are needed for work in the right-of-way.
7. Submittal of a photometric plan showing acceptable light levels.
8. The City Forester must approve the proposed tree planting species and locations of the replacement trees.

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

Adopted by the Hastings City Council on June 26, 2023, by the following vote:

Ayes:  
Nays:  
Absent:

ATTEST:

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

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

(City Seal)

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 26<sup>th</sup> day of June, 2023, 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 (JJF)  
101 4th St. E.  
Hastings, MN 55033



*Planning Commission Memorandum*

**To: Planning Commissioners**  
**From: Justin Fortney, City Planner**  
**Date: June 12, 2023**  
**Item: Site Plan – Regina Assisted Living – 2023-14– 1008 1<sup>st</sup> Street West.**

**Planning Commission Action Requested**

Review the proposed site plan and make a recommendation to the City Council.

**Background Information**

The applicants are proposing to remodel some interior spaces, add a small vestibule and mechanical chase to the roofline, create a new receiving area for deliveries, driveway, trash/ recycling area, and new employee parking lot.

**Comprehensive Plan**

The property is guided Institutional within the 2040 Comprehensive Plan.

**Zoning**

The property is zoned P-I, Public Institutional. The uses of the site are consistent with the zoning designation.

**Existing Condition**

The areas to be modified are primarily used as open space and seating areas.

**Adjacent Zoning and Land Use**

The following land uses about the property:

Direction	Use	Comp Plan District	Zoning District
North	Assisted living campus	Institutional	PI – Public Institutional
East	Assisted living campus	Institutional	PI – Public Institutional
South	Single family homes	Low Density Residential	R-2 Medium Density Residence
West	Assisted living campus	Institutional	PI – Public Institutional

**Site Plan Review****Vehicular Access and Circulation**

The existing parking lot will be reconfigured. The west parking lot entrance will be removed and a new one aligned further west across from Fraiser Street. The proposed driveway from the existing parking lot to the loading area is a one-way and intended mostly for trucks entering the loading area.

**Building Setbacks**

The construction is generally within the existing building footprint.

**Parking**

There are about 15 new parking spaces as a result of the proposal.

**Architectural Design**

There is only a small area to be added to the building, along with a chase rising to the roof. These will be sided with fiber cement pannels. The majority of the existing building is brick, which is a class one material, but class two materials like fiber cement is an allowable material listed in the Design Standards.

**Landscape Plan**

With such a small building addition, this would be considered a minor site plan review. These reviews don't require landscaping requirements, other than replacement of impacted landscaping. Additionally, the Hastings Tree Replacement Policy is also applicable. The proposal to remove nine significant trees requires the replanting of at least nine trees with a three-inch caliper or more, if the replacements are smaller.

**Lighting Plan**

The existing light poles of the east lot will be relocated for the new layout. The proposed parking lot and loading area will have some new lights included. They may not be more than .5 footcandles at the property line. This can be reviewed administratively

**Grading, Drainage, Erosion Control and Utility Plan Review**

The drainage, grading and erosion control plan has been reviewed by the City Engineering Department for compliance.

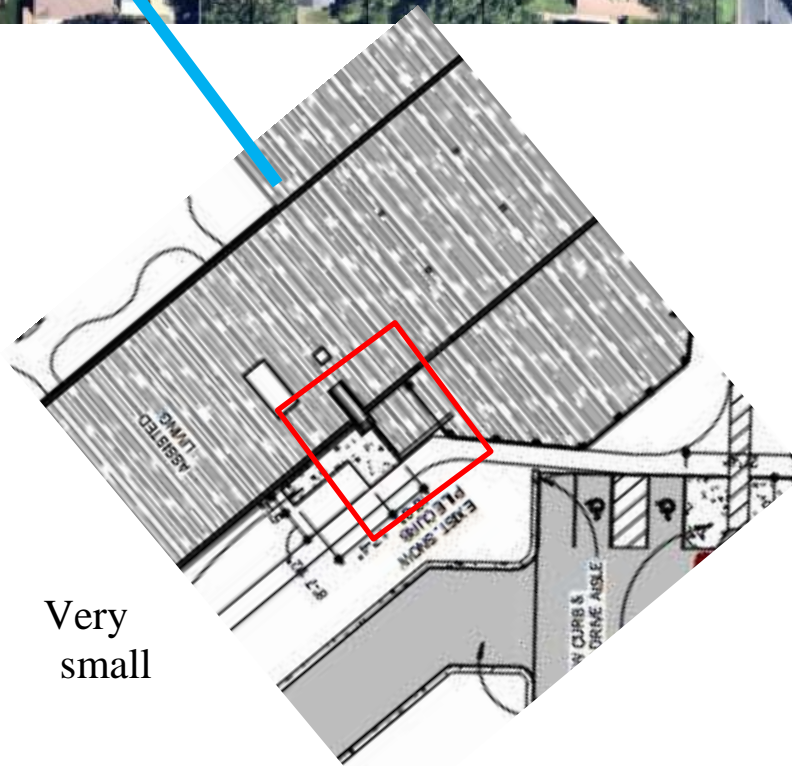
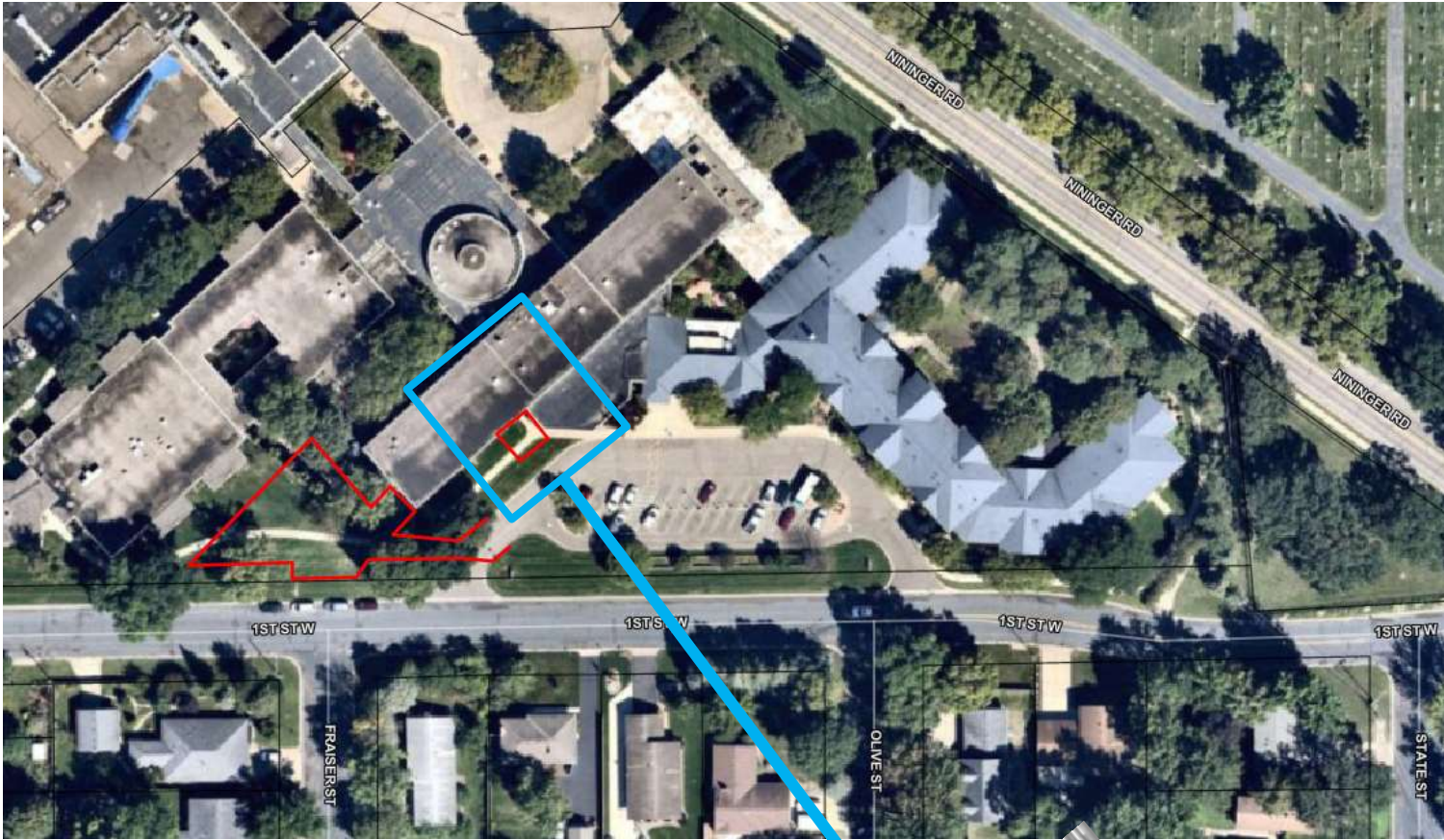
**ATTACHMENTS**

- Aerial Photos
- Site Pictures
- Architectural Elevations
- Site Plan Documents



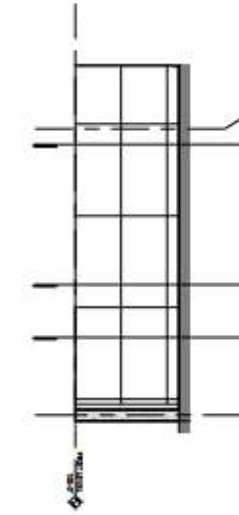
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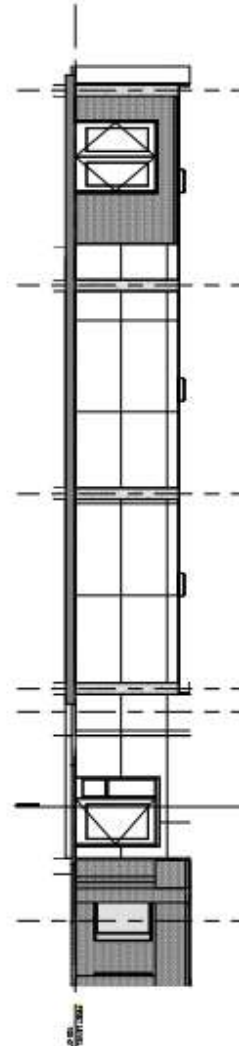


Very small

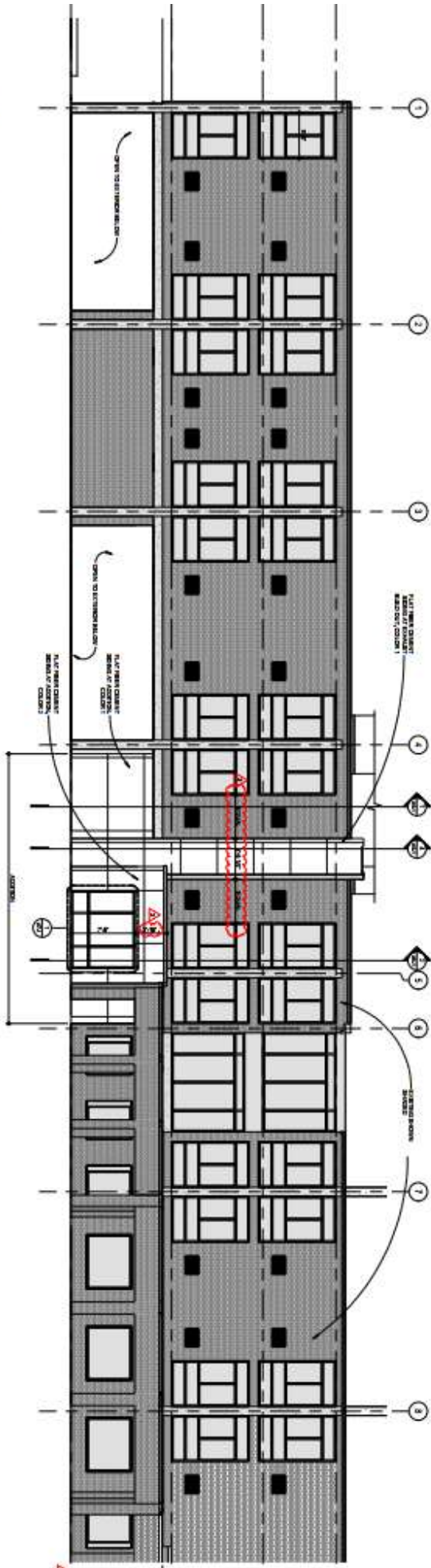
addition  
See elevations on the next page



3 WEST DINING ELEVATION  
AS1 3/16" = 1'-0"



2 SOUTH DINING ELEVATION  
AS1 3/16" = 1'-0"

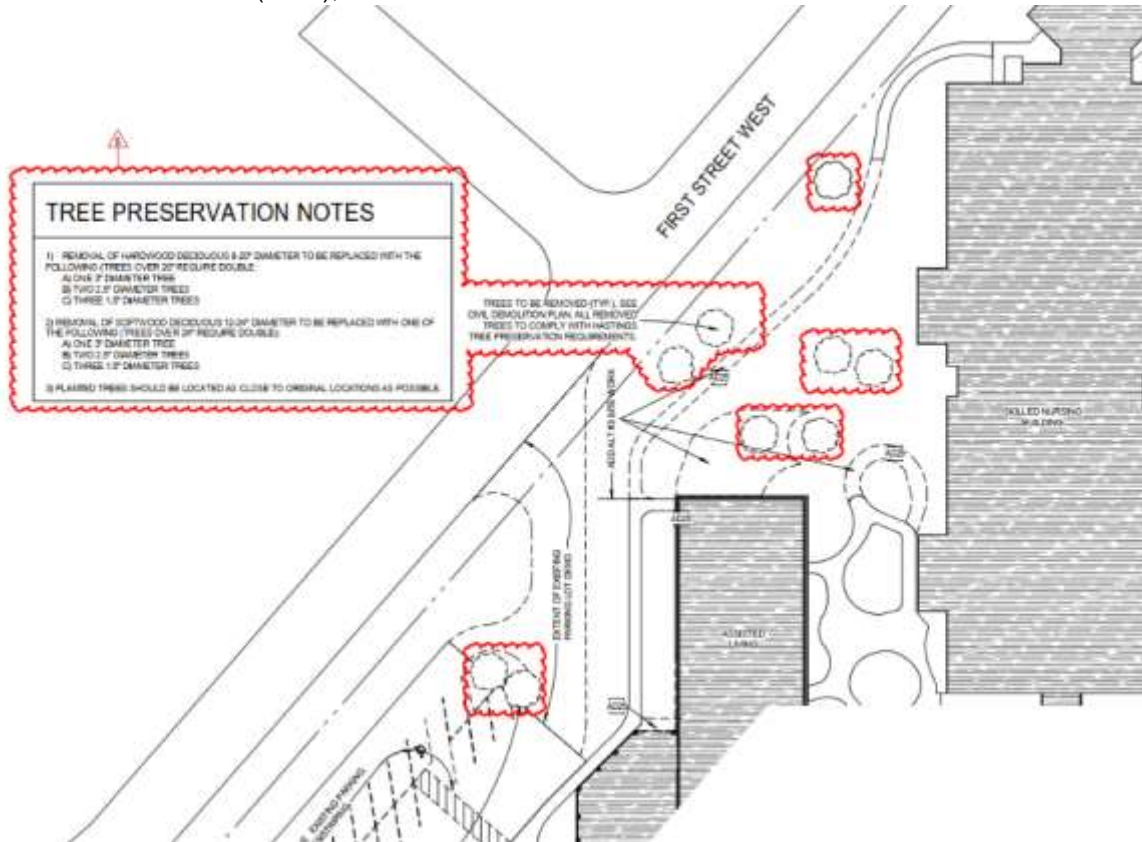


1 EAST DINING ELEVATION  
AS1 3/16" = 1'-0"



Tree Replacement Plan

TREES TO BE REMOVED (TYP.), SEE



CIVIL DEMOLITION PLAN. ALL REMOVED TREES TO COMPLY WITH HASTINGS TREE PRESERVATION REQUIREMENTS

TREE PRESERVATION NOTES

- 1) REMOVAL OF HARDWOOD DECIDUOUS 8-20" DIAMETER TO BE REPLACED WITH THE FOLLOWING (TREES OVER 20" REQUIRE DOUBLE):
  - A) ONE 3" DIAMETER TREE
  - B) TWO 2.5" DIAMETER TREES
  - C) THREE 1.5" DIAMETER TREES
- 2) REMOVAL OF SOFTWOOD DECIDUOUS 12-24" DIAMETER TO BE REPLACED WITH ONE OF THE FOLLOWING (TREES OVER 24" REQUIRE DOUBLE):
  - A) ONE 3" DIAMETER TREE
  - B) TWO 2.5" DIAMETER TREES
  - C) THREE 1.5" DIAMETER TREES
- 3) PLANTED TREES SHOULD BE LOCATED AS CLOSE TO ORIGINAL LOCATIONS AS POSSIBLE.



*City Council Memorandum*

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** June 26, 2023  
**Item:** Resolution: Sale of City Property – Northern State Services LLC – Northwest Corner of Spiral Blvd and Glendale Rd

**City Council Action Requested**

Adopt the attached resolution granting the following approvals in conjunction with the sale of a +/- 5 acre parcel located at the northwest corner of Spiral Blvd and Glendale Rd to Northern State Services LLC (Richard Ries)

- 1) Approve Disposition of City Property (as required by City Charter)
- 2) Approve the Sale and Purchase Agreement with Northern State Services LLC
- 3) Approve Construction of an on-site sewer system (septic system)

The City Council held a public hearing to consider disposition of the property at the June 5, 2023 meeting. A simple majority is necessary for action.

**Background Information**

The City owns approximately 20 acres located west of Glendale Road that is bisected by Spiral Blvd. Approximately 5 acres is located north and west of Spiral Blvd, with the remaining acreage located south and east of Spiral Blvd.

Northern State Services recently purchased a 19.37-acre parcel directly to the north and seeks to combine both properties into Ries Addition, a two lot rural subdivision. The purchase agreement requires the property to be platted to include the right-of-way for the existing Spiral Blvd roadway.

The property is zoned Agriculture which establishes a 10-acre minimum lot size. The properties are outside of the present and planned extension of the Metropolitan Urban Service Area (MUSA) which establishes the boundary for municipal sewer and water service. Northern State seeks acquisition to meet the minimum lot size of the Agricultural zoning district and to establish frontage along Spiral Blvd to utilize an existing driveway access.

A purchase price of \$60,960 has been offered based for the parcel. The offer is consistent with the price per s.f. paid for the adjoining property. As part of the land purchase, the applicant agrees to plat the property which would establish dedicated right-of-way for Spiral Blvd that does not presently exist and is desired by the City.

**History**

The proposed for sale is part of a larger parcel the city uses for some material storage and was a former dump site. The subject Property was separated from the parcel with the construction of Spiral Blvd. This remnant is sloped, unusable, and too small to be developed on its own. The city currently maintains it but has no use for it.

Upon acquisition of the City parcel the two lots would meet the minimum requirements for a single-family home. There are no city utilities available currently and the location is out of the Municipal Services Area. With the future wastewater treatment plant relocation, there may or may not be services accessible to these properties in the future. City ordinance would require connection to future city utilities if they become available.

**City Charter Provisions**

Section 7.04 of the City Charter establishes the following provisions for the sale of real property held by the City:

*No real property of the City shall be disposed of unless the Council shall first pass a resolution containing specific findings that the public interest requires that the property be disposed of, and only after public notice and hearing of such proposed disposition. The proceeds of any sales of such property shall be used, as far as possible, to retire any outstanding indebtedness incurred by the City in the purchase, construction or improvement of this property. If there is no such outstanding indebtedness, the Council may by resolution designate some other public use for the proceeds. Sales of real property owned by the City shall be conducted in commercially reasonable manners.*

**Recommendation**

Approval of the resolution is recommended.

**Financial Impact:**

Sale of the property will generate \$60,960 in revenue as well as an increase in the community's annual tax base. City maintenance expenses for the property will cease.

**Advisory Commission Discussion:**

N/A

**Council Commission Discussion:**

N/A

**Attachments:**

- Resolution
- Map
- Purchase Agreement

HASTINGS CITY COUNCIL

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

**A RESOLUTION APPROVING THE DISPOSAL OF CITY PROPERTY;  
APPROVING THE SALE OF PROPERTY TO NORTHERN STATE SERVICES LLC  
AND APPROVING THE RELATED PURCHASE AGREEMENT; AND APPROVING  
CONSTRUCTION OF ON-SITE SEWER SYSTEM**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, the City of Hastings (“City”) is the fee owner of real property located in Dakota County, Minnesota, and legally described on Exhibit A (“City Property”); and

**WHEREAS**, the City desires to dispose of and sell a portion of City Property legally described on Exhibit B (the “Property”) so that the Property will be platted and include right of way for Spiral Boulevard; and

**WHEREAS**, Northern State Services LLC, a Minnesota limited liability company (“Buyer”), is willing to plat the property and dedicate right of way for Spiral Boulevard, pursuant to a Purchase Agreement by and between City and Buyer (“Purchase Agreement”); and

**WHEREAS**, the Purchase Agreement describes and articulates the sale of the Property and the Buyer agrees to accept these terms of the sale; and

**WHEREAS**, on June 5, 2023, the City held a public hearing on the disposal and sale of the Property and City considered all of the information presented at the public hearing; and

**WHEREAS**, Buyer has requested the ability to construct private on-site sewer systems on the Property.

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

1. That pursuant to the City’s Charter Section 7.04, the disposal and sale of the Property to Buyer is in the public interest of the City and its people to avoid economic waste and secure platted right of way; and, there being no outstanding indebtedness incurred by the City in the purchase, construction or improvement of this Property the Council designates the proceeds be placed into the General Fund.
2. That said conveyance has no relationship to the City’s Comprehensive Plan and therefore the Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2 that may require the Hastings Planning Commission to perform a Comprehensive Plan compliance review of said conveyance that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.



3. Pursuant to City Code Section 50.05 subd. D.3 approval is given to Buyer to construct a private on-site septic system on the Property.
4. The appropriate officials are hereby authorized to take such action so as to effectuate such sale.

Council member \_\_\_\_\_ moved a second to this Resolution and upon being put to a vote it was adopted by the Council Members present.

Adopted by the Hastings City Council this 26<sup>th</sup> day of June 2023, with the following vote:

Ayes:  
Nays:  
Absent:

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

ATTEST:

\_\_\_\_\_  
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 26<sup>th</sup> day of June 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

(SEAL)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF CITY'S PROPERTY**

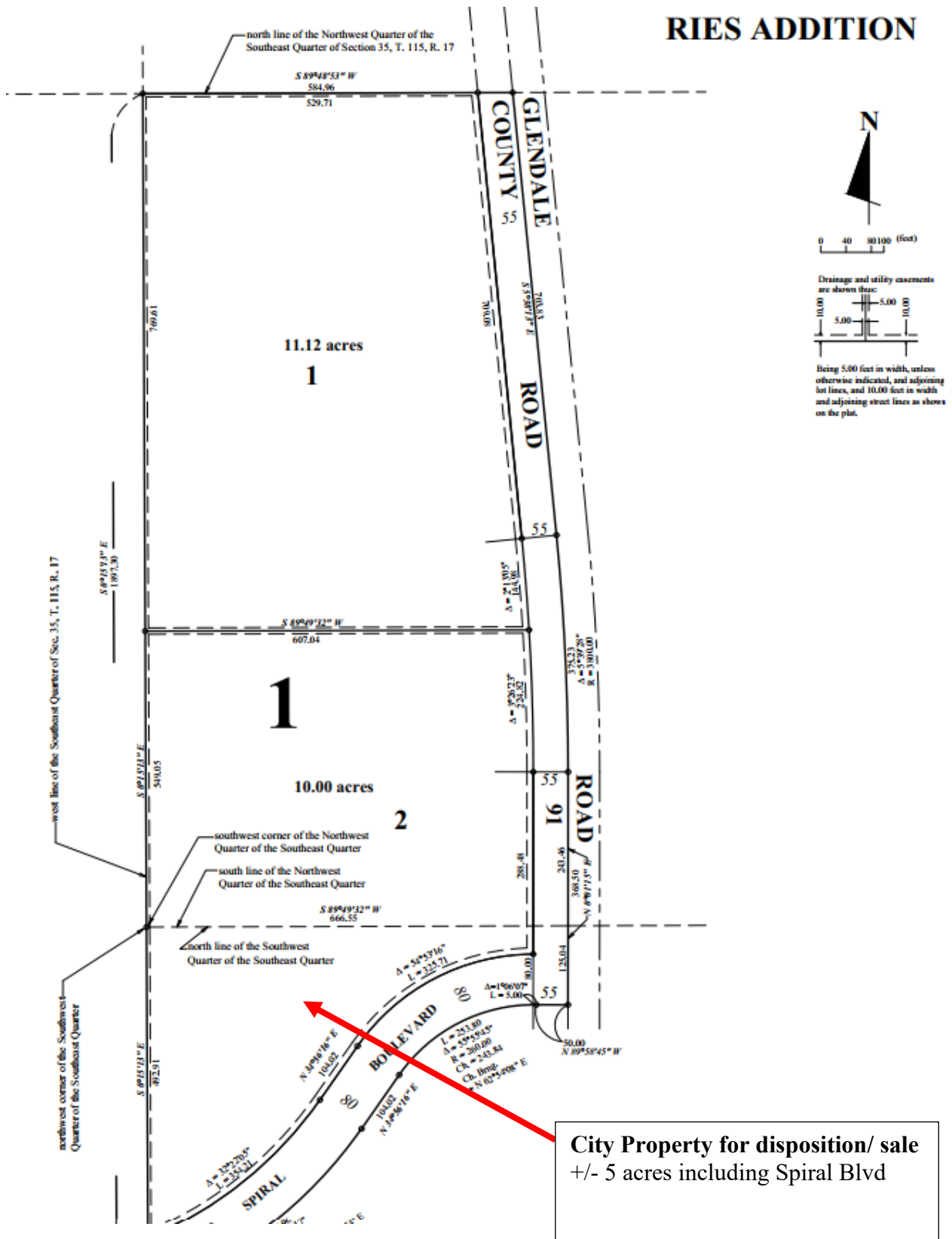
That part of the Southwest Quarter of the Southeast Quarter of Section 35, Township 115, Range 17, Dakota County, Minnesota lying west of Glendale Road and subject to highway easement Parcel 1 on County Right-of-Way Map 108.

Abstract Property  
PID: 19-03500-84-010

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE PROPERTY**

That part of the Southwest Quarter of the Southeast Quarter of Section 35, Township 115, Range 17, described as BEGINNING at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 0 degrees 15 minutes 13 seconds East along the west line of said Southwest Quarter of the Southeast Quarter 578.64 feet; thence northeasterly 535.96 feet along a curve that is concave to the northwest having a radius of 707.00 feet, central angle of 35 degrees 01 minute 17 seconds, chord distance of 425.45 feet, and the chord of said curve bears North 52 degrees 26 minutes 53 seconds East; thence North 34 degrees 56 minutes 16 seconds East, tangent to the last described curve, 104.02 feet; thence northeasterly 253.80 feet along a curve concave to the southeast, having a radius of 260.00 feet, central angle of 55 degrees 55 minutes 45 seconds, chord distance of 243.84 feet, and the chord of said curve bears North 62 degrees 54 minutes 08 seconds East; thence South 89 degrees 58 minutes 45 seconds East, not tangent to the last described curve; 50.00 feet to the centerline of Dakota County Road 91, as now traveled; thence North 0 degrees 01 minute 15 seconds East along said centerline of County Road 91 a distance of 125.04 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 49 minutes 32 seconds West along said north line of the Southwest Quarter 666.55 feet to the point of beginning. Subject to highway easement.

# RIES ADDITION



Richard Reis Property



**PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** (this “Agreement”) is entered into as of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Northern State Services LLC, a Minnesota limited liability company (“Buyer”).

**RECITALS**

**Recital No. 1.** City is the owner of certain real property located in Hastings, Dakota County, Minnesota, with Parcel Identification No. 19-03500-84-010, depicted on Exhibit A (“City’s Property”), attached hereto and incorporated herein by reference.

**Recital No. 2.** Buyer desires to purchase a portion of City’s Property, legally described on Exhibit B (“Property”), attached hereto and incorporated herein by reference, from City.

**Recital No. 3.** City will sell the Property to Buyer on the terms and conditions of this Agreement.

**Recital No. 4.** City believes that the sale of the Property pursuant to and in general fulfillment of this Agreement is in the vital and best interests of the City, will promote the health, safety, morals, and welfare of its residents, and will be in accord with the public purposes and provisions of the applicable State and local laws and requirements.

**NOW, THEREFORE**, in consideration of the covenants and the mutual obligations contain herein, the parties hereby covenant and agree with each other as follows:

1. **Sale.**

1.1. **Sale.** Subject to the terms and provisions of this Agreement, City shall sell the Property to Buyer, and Buyer shall purchase the Property from City.

1.2. **Purchase Price.** The purchase price to be paid by Buyer to City for the Property shall be Sixty Thousand Nine Hundred Sixty and no/100 Dollars (\$60,960.00) (the “Purchase Price”) payable as follows: (a) Ten Thousand and no/100 Dollars (\$10,000.00), as earnest money, to be paid to DCA Title, 750 Main Street, Suite 280, Mendota Heights, MN 55118 (“Title”) within 3 business days of execution this Agreement; and (b) the balance on the Closing Date subject to those adjustments, prorations and credits described in this Agreement, in cash or certified funds or by wire transfer pursuant to instructions from City or Title. The Closing will occur at Title, unless otherwise agreed to by the parties.

2. **Available Surveys, Tests, and Reports.** Within five (5) days of the Effective Date, City shall cause to be delivered to Buyer (a) copies of any surveys, soil tests, environmental reports, and any other studies and/or site analyses previously conducted on the Property and in the possession of City, and (b) copies of existing title work for the Property and in the possession of

City (the “Due Diligence Materials”). City makes no representations or warranties regarding the accuracy of the Due Diligence Materials. If Buyer so requests, City shall request the preparers of any such surveys, soil tests, environmental reports, and any other studies and/or site analyses to re-issue or re-certify the same for the direct benefit of Buyer, at Buyer’s expense except as otherwise provided in this Agreement, so that Buyer may rely on such site analyses or surveys as if prepared for Buyer in the first instance, but City makes no representation as to whether any such reissuance or recertification will be available.

3. **Buyer’s Investigations.** Up to the Closing Date, City shall allow Buyer and Buyer’s agents access to the Property without charge and at all times for the purpose of Buyer’s investigation and testing of the Property, including surveying and testing of soil and groundwater (“Buyer’s Investigations”); provided, however, Buyer shall not perform any invasive testing unless (a) City gives its prior written approval of Buyer’s consultant that will perform the testing, which approval shall not be unreasonably withheld, conditioned or delayed, and (b) Buyer gives City reasonable prior notice of such testing. City shall have the right to accompany Buyer during any of Buyer’s Investigations of the Property. Buyer shall provide to City copies of all third-party, non-confidential written test results and reports conducted as part of Buyer’ Investigations. Except as otherwise provided herein, Buyer agrees to pay all of the costs and expenses associated with Buyer’s Investigations, to cause to be released any lien on the Property arising as a result of Buyer’s Investigations and to repair and restore, at Buyer’ expense, any damage to the Property caused by Buyer’s Investigations. Buyer shall indemnify and hold City and the Property harmless from all costs and liabilities, including, but not limited to, reasonable attorneys’ fees, arising from Buyer’ Investigations. The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement. If this Agreement is terminated based upon any environmental condition as herein provided, and City requests, Buyer shall give City copies of any and all environmental reports obtained by Buyer, if any.

4. **Insurance; Risk of Loss.** City assumes all risk of destruction, loss or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, City shall immediately give Buyer written notice of such condemnation, taking or damage. After receipt of written notice of such condemnation, taking or damage (from City or otherwise), Buyer shall have the option (to be exercised in writing within thirty (30) days of receipt of such written notice from City) either (a) to require City to (i) convey the Property at Closing (as defined in Section 6) to Buyer in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyer at Closing all of City’s right, title and interest in and to any claims City may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to Buyer at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving written notice of such termination to City, whereupon this Agreement shall be terminated, the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any further obligations or liabilities to the other, except for such obligations as survive termination of this Agreement. If the right to terminate this Agreement is not exercised in writing within such thirty (30) day period, such right shall be deemed to have been waived. City shall not designate counsel, appear in, or otherwise act

with respect to the condemnation proceedings without Buyer's prior written consent, which consent shall not be unreasonably withheld.

5. **Contingencies.**

5.1. **Buyer's Contingencies.**

A. Unless waived by Buyer in writing, Buyer's obligation to proceed to Closing shall be subject to (a) performance by City of its obligations hereunder, (b) the continued accuracy of City's representations and warranties provided in Section 9.1, and (c) Buyer's satisfaction, in Buyer's sole discretion, as to the contingencies described in this Section 5.1 within the time periods set forth below:

(1) On or before the Closing Date, Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property and (b) all other inspections and due diligence regarding the Property, including any Due Diligence Materials. If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(2) On or before the Closing Date, Buyer shall have determined the acceptability of the Property for its intended use and incidental uses thereto (collectively, the "Proposed Use"). All costs and expenses related to applying for and obtaining any governmental permits and approvals for the Property for the Proposed Use shall be the responsibility of the Buyer. If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(3) On or before the Closing Date, Buyer shall have obtained all appropriate approvals and permits necessary for the Proposed Use on the Property, which approvals may include, without limitation, access permits, signage permits, building permits, required licenses (the "Approvals"). All costs and expenses related to the preparation of any documentation necessary to create any plans, specifications or the like shall be the responsibility of the Buyer.

(4) On or before the Closing Date, Buyer shall have obtained all Land Use Entitlements. "Land Use Entitlements" means planning applications, including but not limited to, Plat, Site Plan, and Rezoning Approvals, obtained by Buyer for the Proposed Use.

(5) On or before the Closing Date, and without limitation of the terms of Sections 5.1(A)(1), 5.1(A)(2), 5.1(A)(3) and 5.1(A)(4), Buyer shall be satisfied that they may develop the Property in accordance with a site



plan, architectural plan, building plan, grading and drainage plan and other plans and specifications satisfactory to Buyer in their sole discretion.

(6) On or before the Closing Date, Buyer shall have satisfied themselves, in Buyer's sole discretion, that access to and from roads and the Property is adequate for the Proposed Use, including without limitation, access to the Property from the adjacent road, median cuts and curb cuts.

(7) On or before the Closing Date, Buyer shall have satisfied themselves, in Buyer's sole discretion, that water and gas mains, electric power lines, sanitary and storm sewers and other utilities are available to the Property and are adequate for the Proposed Use, such that only service lines must be extended to service the Property for water, gas, electric, sanitary and storm sewer and other utilities.

(8) On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, not disclosing any encumbrance not acceptable to Buyer in Buyer's sole discretion (the "Approved Commitment"). If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(9) On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in the form of the Approved Commitment, subject only to such changes in title as are Permitted Encumbrances or as are acceptable to Buyer in Buyer's sole discretion.

(10) On or before the Closing Date, City shall have obtained releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.

(11) On or before the Closing Date, Buyer shall have determined that it is satisfied with the books and records in City's possession, if any, including site plans, surveys, engineering or environmental reports associated with the Property.

(12) On or before the Closing Date, Buyer shall have secured financing that is satisfactory to Buyer in Buyer's sole discretion for the purpose of acquiring and constructing the Proposed Use.

(13) On or before the Closing Date, Buyer may obtain a Survey for the Property certified to Buyer and Title.

(14) On or before the Closing Date, Buyer shall have approved

the forms of all closing documents.

(15) City shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by City prior to the Closing Date.

(16) All representations and warranties of City contained in this Agreement shall be accurate as of the Closing Date.

(17) On or before the Closing Date, City shall have split the Property from the City's Property.

(18) On or before the Closing Date, Buyer shall have received final approval from the City of Hastings to record a plat, which includes the Property and Buyer's property located immediately to the north of the Property, in a form approved by Buyer (the "Plat"). All costs and expenses related to applying for and obtaining approvals for the Plat shall be waived by the City.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion. City shall reasonably cooperate with Buyer's efforts to satisfy such contingencies, at no out of pocket cost to City or assumption of any obligation or liability by Buyer except as otherwise provided herein. Buyer shall bear all cost and expense of satisfying Buyer's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to City. Such written notice must be given on or before the applicable date, or Buyer's right to terminate this Agreement pursuant to this Section shall be waived. If Buyer terminates this Agreement pursuant to this Section on or before the applicable date, the Earnest Money shall immediately be refunded to Buyer. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations as survive termination of this Agreement.

B. If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of City set out in this Agreement, including, without limitation, any indemnity or representations with respect to environmental matters.

5.2. **City's Contingencies.** City's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

A. On or before the Closing Date, City shall approve the sale of the Property for the Purchase Price at a public hearing.

B. On or before the Closing Date, City split the Property from City's Property.

C. On or before the Closing Date, Buyer shall have received final approval of the Plat.

D. Buyer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by Buyer prior to the Closing Date.

E. All representations and warranties of Buyer contained in this Agreement shall be accurate as of the Closing Date.

F. There shall be no uncured default by Buyer of any of its obligations under this Agreement as of the Closing Date, not otherwise waived by City.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from City to Buyer. If termination occurs all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by City shall be immediately returned to City and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. If City terminates this Agreement pursuant to this Section, the Earnest Money shall be retained by City. All the contingencies in this Section 5.2 are specifically for the benefit of City, and City shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before December 31, 2023, unless otherwise agreed to by the parties (the "Closing Date"). City agrees to deliver legal and actual possession of the Property to Buyer on the Closing Date.

6.1. **City's Closing Documents and Deliveries.** On the Closing Date, City shall execute and/or deliver, as applicable, to Buyer the following:

A. **Warranty Deed.** A general warranty deed conveying title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the "Deed").

B. **Bring Down Certificate.** City shall provide Buyer with a certificate recertifying that the representations and warranties of City contained in this Agreement are true and correct as of the Closing Date.

C. **FIRPTA Affidavit.** An affidavit of City certifying that City is not a “foreign person”, “foreign partnership”, foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

D. **City’s Affidavit.** A standard owner’s affidavit (ALTA form) from City which may be reasonably required by Title to issue an owner’s policy of title insurance with respect to the Property with the so-called “standard exceptions” deleted.

E. **Settlement Statement.** A settlement statement with respect to this transaction.

F. **Copies of Resolutions.** City shall provide Buyer with copies of the resolutions for the various City and/or City public meetings showing City and/or various City commissions and/or councils have approved this transaction, Buyer’ CUP, Buyer’ site plan, zoning, and such other governmental approvals as may be required for Buyer’ Proposed Use.

G. **General Deliveries.** All other documents reasonably determined by Title to be necessary to transfer the Property to Buyer and to evidence that City (a) has satisfied all monetary indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no monetary liens, (c) has obtained all consents from third parties necessary to effect City’s performance of the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to the Property with the so-called “standard exceptions” deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyer Closing Documents and Deliveries.** On the Closing Date, Buyer shall execute and/or deliver, as applicable, to City the following:

A. **Payment of Purchase Price.** The Purchase Price, in accordance with the terms of Section 1.2.

B. **Bring-Down Certificate.** A certificate dated as of the Closing Date, signed by an authorized officer of Buyer, certifying that the representations and warranties of Buyer contained in this Agreement are true as of the Closing Date.

C. **Settlement Statement.** A settlement statement with respect to this transaction.

D. **FIRPTA Affidavit.** An affidavit of Buyer certifying that Buyer is not a “foreign person”, “foreign partnership”, foreign trust”, “foreign estate” nor a

“disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

E. **Buyer’s Affidavit.** A standard owner’s affidavit (ALTA form) from Buyer which may be reasonably required by Title to issue an owner’s policy of title insurance with respect to the Property with the so-called “standard exceptions” deleted.

F. **Plat.** Mylars of the property to be platted.

G. **General Deliveries.** All other documents reasonably determined by Title to be necessary to evidence that Buyer has duly authorized the transactions contemplated hereby and evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or may be required of Buyer under applicable law, including any purchaser’s affidavits or revenue or tax certificates or statements.

7. **Prorations.** City and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. **Real Estate Taxes and Special Assessments.** General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between City and Buyer on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with City paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. City shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) certified, levied, pending, postponed or deferred, or constituting a lien against the Property with respect to any of the Property as of the Closing Date. Buyer shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date, including, without limitation, those related to Buyer’s development of the Property.

7.2. **Title Evidence, Survey and Closing Fee.** City shall pay all costs of the Commitment with respect to the Property. Buyer will pay all costs of the Survey, if any, and all premiums for any title insurance policy it desires with respect to the Property. Buyer and City shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.

7.3. **Recording Costs.** City shall pay the cost of recording all documents necessary to cure any Objections, as hereinafter defined. Buyer shall pay all recording costs with respect to the recording of the Deed, Plat and any related development and planning documents, and for the recording of any mortgage required by Buyer, if any, and any mortgage registration tax, if any.

7.4. **Transfer Taxes.** City shall pay all state deed tax regarding the Deed.

7.5. **Utilities.** All utility expenses, including water, fuel, gas, electricity, sewer and other services furnished to or provided for the Property, if any, shall be prorated between City and Buyer on a daily basis as of the Closing Date, with City paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

7.6. **Attorneys' Fees.** City and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction, except as otherwise specifically set forth in this Agreement.

7.7. **Survival.** The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination.** (i) within a reasonable time following the Effective Date, City shall obtain a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the Property, and copies of all encumbrances described in the commitment (the "Commitment"); and, if desired, (ii) by the Closing Date, Buyer may at its sole option obtain, at Buyer's expense, an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property and the matters shown in the Commitment (the "Survey" and, together with the Commitment, the "Title Evidence").

8.1. **Buyer's Objections.** Within ten (10) days after Buyer's receipt of the last of the Title Evidence, Buyer may make written objections ("Objections") to the form or content of the Title Evidence. The Objections may include, without limitation, any easements, restrictions or other matters which may interfere with the Proposed Use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Title Evidence which are not objected to by Buyer within such time period or waived by Buyer in accordance with Section 8.2(B) shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record which do not interfere with the Proposed Use, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) Utility and drainage easements which do not interfere with the Proposed Use; and (d) Applicable laws, ordinances, and regulations. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.

8.2. **City's Cure.** City shall be allowed twenty (20) days after the receipt of Buyer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if City elects not to cure such Objections, Buyer shall have the option to do any of the following:

- A. Terminate this Agreement with respect to all of the Property.
- B. Waive one or more of its objections and proceed to Closing.

If Buyer so terminates this Agreement, neither City nor Buyer shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement) and the Earnest Money shall be refunded to Buyer.

9. **Warranties and Representations.**

9.1. **By City.** City warrants and represents the following to Buyer, and acknowledges that Buyer has relied on such representations and warranties in agreeing to enter into this Agreement:

A. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of City enforceable in accordance with its terms. City has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by City pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by City pursuant hereto have each been duly authorized by all necessary action on the part of City and such execution, delivery and performance does and will not conflict with or result in a violation of City's organizational agreement or any judgment or order.

B. The execution, delivery and performance by City of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to City, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which City is a party or by which it or any of its properties may be bound.

C. To City's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of City to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

D. To City's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting City or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to City, would have a material adverse effect on the ability of City to perform its obligations under this Agreement.

E. City has not received written notice, and has no knowledge, of (a) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of the Property, (b) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of the Property, (c) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of the Property, or (d) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of the Property or the use, operation, maintenance or management of all or any part of the Property.

F. To City's knowledge, there are no wells, underground or above ground storage tanks of any size or type, or sewage treatment systems located on any portion of the Property. To City's knowledge, there has been no methamphetamine production on or about any portion of the Property. To City's knowledge, the sewage generated by the Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.

G. City is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. To City's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on the Property that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on the Property, (ii) there has been no release, spill, leak or other contamination or otherwise onto the Property, and (iii) there are no restrictions, clean ups or remediation plans regarding the Property. To City's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of the Property. "Environmental Law" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural



gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as “hazardous substances,” “toxic substances,” “hazardous waste,” “pollutants or contaminants” or similar substances under any Environmental Law.

I. To City’s knowledge, there are no leases, tenancies unrecorded agreements or other contracts of any nature or type relating to, affecting or serving the Property that will not be terminated as of the Closing Date.

J. There will be no indebtedness or sums due attributable to the Property which will remain unpaid after the Closing Date.

As used in this Agreement, the term “to City’s knowledge” shall mean and refer to only the current actual knowledge of the designated representative of City and shall not be construed to refer to the knowledge of any other officer, manager, director, agent, authorized person, employee or representative of City, or any affiliate of City, or to impose upon such designated representative any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such designated representative any individual personal liability. As used herein, the term “designated representative” shall refer to John Hinzman. City represents and warrants that the foregoing individual is the representative of City most knowledgeable regarding the Property.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing; provided, however, City shall have no liability with respect to any breach of a particular representation or warranty if Buyer shall fail to notify City in writing of such breach within two (2) years after the Closing Date, and provided further that City shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if Buyer has actual knowledge of City’s breach thereof prior to Closing and Buyer consummates the acquisition of the Property as provided herein.

Buyer acknowledges and agrees that, except as expressly specified in this Agreement and/or in any documents executed and delivered by City at Closing, City has not made, and City hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or arising by operation of law, with respect to the Property, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, or any other matter or item regarding the physical condition of the Property. Buyer agrees that except as expressly specified in this Agreement and/or in any documents executed and delivered by City at Closing, Buyer shall accept the Property and acknowledges that the sale of the Property as provided for herein is made by City on an “AS IS,” “WHERE IS,” and “WITH ALL FAULTS” basis. Buyer is an experienced purchaser of property such as the Property and Buyer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

9.2. **By Buyer.** Buyer warrants and represents the following to City, and acknowledges that City has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Buyer is a limited liability company, duly organized and in good standing under the laws of the state of Minnesota and is not in violation of any provisions of its company documents or its operating agreement.

B. Buyer has all requisite authority to enter into this Agreement and to perform all of its obligations under this Agreement.

C. The execution, delivery and performance by Buyer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyer, (b) violate or contravene any provision of the articles of incorporation or bylaws of Buyer, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyer is a party or by which it or any of its properties may be bound.

D. Buyer have received no notice or communication from any local, state or federal official that the activities of the Buyer or City on the Property may be or will be in violation of any environmental law or regulation. Buyer is aware of no facts, the existence of which would cause it to be in violation of any local, state, or federal environmental law, regulation or review procedure or which give any person a valid claim under any of the foregoing.

E. Buyer shall have satisfied the terms and conditions contained in this Agreement prior to the Closing Date or posted surety bonds for future fulfillment of all requirements contained in this Agreement.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, Buyer shall have no liability with respect to any breach of a particular representation or warranty if City shall fail to notify Buyer in writing of such breach within two (2) years after the Closing Date.

10. **Additional Obligations of City.**

10.1. **Licenses and Permits.** City shall transfer to Buyer all transferable rights, if any, in any permits or licenses held by City with respect to the Property.

10.2. **Condition of the Property at Closing.** On the Closing Date, City shall deliver to Buyer exclusive vacant possession of the Property.

10.3. **Further Assurances.** From and after the Closing Date, City agrees to execute, acknowledge and deliver to Buyer such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

10.4. **Non-Assumption of Contracts or Other Obligations.** The parties understand and agree that Buyer is only acquiring certain of City's real property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by Buyer of any agreements, indebtedness, obligations or liabilities of City which are owing with respect to the operation of the Property prior to the Closing Date.

10.5. **Mortgages.** On or before the Closing Date, City shall satisfy all mortgage and/or lien indebtedness with respect to all or any portion of the Property and shall obtain recordable releases of the Property from any and all such mortgages or other liens affecting all or any portion of the Property.

10.6. **Zoning; Other Approvals.** Buyer may elect to seek certain Approvals as defined in Section 5.1(A)(3) and Land Use Entitlements as defined in Section 5.1(A)(4) in order for Buyer to develop the Property for the Proposed Use. City, at no out-of-pocket cost to City, or the assumption of any obligations or liabilities by City, will reasonably cooperate with Buyer's efforts to obtain the Approvals and Land Use Entitlements at or prior to Closing. City hereby grants Buyer the right to file and prosecute applications and petitions for the Approvals, Land Use Entitlements and any special use permits and variances desired by Buyer; provided, however, any special use permits or variances shall be contingent on the occurrence of the Closing and shall not be binding upon City or the Property unless and until the Closing occurs. City, at no out-of-pocket cost to City, or the assumption of any obligations or liabilities by City, agrees to cooperate with Buyer in the filing and prosecution of such applications and petitions, including the filing of the same in City's name, if required.

10.7. **Marketing.** At all times prior to the Closing Date, City shall not negotiate in any manner for the sale or transfer of the Property with any third party.

11. **Broker.** It is acknowledged that neither party has a broker for the sale of the Property.

12. **Notice.** Any notice to be given by one party hereto shall be personally delivered (including messenger delivery), by email at the address set forth below, or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked, one (1) business day after delivery to such overnight courier, or immediately upon personal delivery or delivery by email. Attorneys for each party shall be authorized to give and receive notices for each such party.

If to City: City of Hastings  
Attn: John Hinzman  
101 4th Street East  
Hastings, MN 55033

with a copy to: Korine L. Land  
LeVander, Gillen & Miller, P.A.  
1305 Corporate Center Drive, Suite 300  
Eagan, MN 55121

If to Buyer: Northern State Services LLC  
2568 South Park Place  
Hastings, MN 55033

13. **Default; Remedies.** If either City or Buyer fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by Buyer, City's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination, the Earnest Money shall be forfeited to City as the full and final liquidated damages, with the exception of any liens arising out of Buyer's Investigations, the obligations and liability for which shall survive the termination of this Agreement and the release of the Earnest Money to City. In the case of any default by City, the Earnest Money deposit shall be returned to Buyer and Buyer shall also have the right to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

14. **Other Obligations of Buyer.**

14.1. **Administrative Costs.** City has incurred and will continue to incur administrative costs in reviewing, analyzing, negotiating and studying the Minimum Improvements and this Agreement. In consideration of the time, effort and expenses to be incurred in pursuing the undertakings set forth herein, on or before execution of this Agreement, Buyer agrees to pay a \$600 deposit for the costs of certain consulting fees, including planning, financial, attorneys, engineering, testing and any special meetings. If the obligations of Buyer under this Agreement result in a complete depletion of the \$600 cash deposit, then the balance owed shall be due and payable at Closing. If, after completion of the tasks contemplated by this Agreement and if, after appropriate payment to City, there remains on deposit any sum, then such sum shall be paid over to Buyer by City within 30 days after such completion and payment. If Buyer terminates this Agreement because of City's default, Buyer shall be entitled to payment of any remaining balance. If City terminates this Agreement because of Buyer's default, the deposit shall be retained by City.

15. **Cumulative Rights.** No right or remedy conferred or reserved to City or Buyer is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

16. **Assignment.** Buyer may assign this Agreement with the prior written consent of City. No assignment shall relieve Buyer from its obligations under this Agreement.

17. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

18. **Binding Effect; Survival.** This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

19. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

20. **Rules of Interpretation.** The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

21. **Titles of Sections.** Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

22. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or “PDF” signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

23. **Represented by Counsel.** Each party has been represented and advised by counsel in the transaction contemplated hereby.

24. **Time of the Essence.** Time is of the essence of this Agreement.

[remainder of page intentionally blank]

**IN AGREEMENT**, the parties hereto have hereunto set their hands as of the Effective Date.

**CITY:  
CITY OF HASTINGS**

By \_\_\_\_\_  
Mary Fasbender  
Its Mayor

By \_\_\_\_\_  
Kelly Murtaugh  
Its City Clerk

**BUYER:**  
**NORTHERN STATE SERVICES LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**DEPICTION OF CITY'S PROPERTY**



*Abstract Property*  
PID: 19-03500-84-010



**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROPERTY**

Real property located in the County of Dakota, State of Minnesota, legally described as follows:

That part of the Southwest Quarter of the Southeast Quarter of Section 35, Township 115, Range 17, described as BEGINNING at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 0 degrees 15 minutes 13 seconds East along the west line of said Southwest Quarter of the Southeast Quarter 578.64 feet; thence northeasterly 535.96 feet along a curve that is concave to the northwest having a radius of 707.00 feet, central angle of 35 degrees 01 minute 17 seconds, chord distance of 425.45 feet, and the chord of said curve bears North 52 degrees 26 minutes 53 seconds East; thence North 34 degrees 56 minutes 16 seconds East, tangent to the last described curve, 104.02 feet; thence northeasterly 253.80 feet along a curve concave to the southeast, having a radius of 260.00 feet, central angle of 55 degrees 55 minutes 45 seconds, chord distance of 243.84 feet, and the chord of said curve bears North 62 degrees 54 minutes 08 seconds East; thence South 89 degrees 58 minutes 45 seconds East, not tangent to the last described curve; 50.00 feet to the centerline of Dakota County Road 91, as now traveled; thence North 0 degrees 01 minute 15 seconds East along said centerline of County Road 91 a distance of 125.04 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 49 minutes 32 seconds West along said north line of the Southwest Quarter 666.55 feet to the point of beginning. Subject to highway easement

*Abstract Property*

[Commitment legal description to govern]



*City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers  
**From:** Justin Fortney, City Planner  
**Date:** June 26, 2023  
**Item:** Resolution – OHDS Review for House remodel – 200 Maple Street – Mark & Michelle Anderson

**Council Action Requested:**

Review the request to perform major remodeling of a home in the OHDS (Original Hastings Design Standards) district and act on the attached resolution.

A simple majority is required for action.

**Background Information:**

The OHDS district is not a historic preservation district. It is a zoning district consisting of traditional neighborhood design. New and major changes to existing homes are reviewed to assure they fit into the traditional neighborhood design of the district.

Please see the attached June 20, 2023 staff report for further information.

**Financial Impact:**

N\A

**Advisory Commission Discussion:** The HPC (Heritage Preservation Commission) reviewed and recommended approval at their June 20, 2023 meeting 7-0. One item of discussion was the proposed high triangular gable end windows. These types of windows were not found in the immediate neighborhood average and are not typical in homes from the OHDS development period of 1845 to 1940. This could cause the house to appear very modern and incompatible with the area. The HPC meeting discussion recap is below:

A second story is being added to the house, the roofline is changing direction and gable end additions are being added to the north and south, about six feet out from the house. The gable ends are proposed with large fixed triangular windows. Fortney explained the difference between the historic and OHDS reviews. Historic review is for the HPC to determine if a proposal to a designated property negatively effects any historic material, design integrity, and historical significance. OHDS review requires the HPC to make a recommendation to the City Council that major appearance changes are consistent with the bulk, design, and development pattern of the immediate neighborhood average. Additionally, proposed changes may not negatively affect the

streetscape. Chair Toppin said the proposed design appears to meet all the OHDS design criteria of the Zoning Ordinance except for the triangular windows. Staff said the proposed triangular windows do not reflect bay pattern and size of immediate neighborhood average required by the standards. Staff said designing and reviewing by neighborhood average is difficult, but triangular windows as proposed are not typically found in homes within the OHDS. Youngren said the largest arraignment of triangular windows wouldn't be visible from a street and there are some adjacent homes with large square and rectangular picture windows.

**Council Committee Discussion:**

N\A

**Attachments:**

- Resolution
- HPC Staff Report

**HASTINGS CITY COUNCIL**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS  
GRANTING ORIGINAL HASTINGS DESIGN STANDARDS REVIEW APPROVAL FOR THE  
REMODELING OF 200 MAPLE STREET**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, Mark and Michelle Anderson have petitioned for OHDS approval to remodel the house generally located at 200 Maple Street, legally described as All of Lot 1 Block 13 & the East 36 FT of Lot 2, Block 13, and Subject to Easement over the South 10 FT, ADDITION NO.13, Dakota County MN.

**WHEREAS**, property improvements are subject to City Code Chapter 155.07, Subd. (D) Original Hastings Design Standards; and

**WHEREAS**, the Heritage Preservation Commission of the City of Hastings recommended approval of the request on June 20, 2023.

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

That the City Council concurs with the recommendation of the Heritage Preservation Commission and hereby approves the Original Hastings Design Standards Review as presented to the City Council subject to the following conditions:

- 1) Conformance with the plans submitted with the Planning Commission Staff Report dated June 20, 2023.
- 2) All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
- 3) Approval is subject to a one year Sunset Clause; a building permit must be issued by the City of Hastings within one year of City Council approval or approval is null and void.

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

Adopted by the Hastings City Council on June 26, 2023, by the following vote:

Ayes:  
Nays:  
Absent:

ATTEST:

\_\_\_\_\_  
Mary 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 26<sup>th</sup> day of June, 2023, 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 (JJF)  
101 4th St. E.  
Hastings, MN 55033



**HPC Memorandum**

**To:** Heritage Preservation Commission  
**From:** Justin Fortney, City Planner  
**Date:** June 20, 2023  
**Item:** OHDS Review for House remodel – 200 Maple Street – Mark & Michelle Anderson

**HPC ACTION REQUESTED:**

Review the proposed house plans and provide recommendation to the City Council.

**BACKGROUND**

The applicants are proposing to remodel the house including the addition of a second story and a couple small additions.

**OHDS Intent**

The purpose of the OHDS area is to preserve and enhance traditional neighborhood design by reflecting the general characteristics of buildings dating from 1845 to 1940, which is the predominate era for building construction within the OHDS District. OHDS regulations ensure traditional neighborhood design by incorporating design features such as alleys, carriage houses, front porches, period sensitive housing design, sidewalks, and traditional street lighting. Design standards create and enhance the character of older neighborhoods by establishing regulations to guide property development and rehabilitation consistent with the unique historic character of the neighborhood. The intent is to preserve that streetscape’s character rather than the actual historical fabric that historical designation is intended to protect.



**Design Review**

The OHDS Guidelines include some design considerations based on the immediate neighborhood average. Some criteria are easier than others to review mathematically. Additionally, many of the proposed treatments suggested in the Standards are not present in many of the homes in the OHDS area. There are some standards that are not applicable to this project as the house is existing.

#### Footprint/ width

The small additions don't significantly widen the home because they mostly widen existing jogs in the floorplan. The total width is 34-feet and will be widened to 38-feet. The current foundation size is 1,330 Sf and the proposal would add a couple small additions for an additional 340 Sf, totaling 1,669 Sf. The area home foundations range between 890 Sf and 2,224 Sf, with an average of 1,357 Sf. This is within the average. X-E-05

#### Height

The neighborhood average height is 23-feet tall, as measured using Nearmap GIS. The proposed changes would make the house 24-feet tall. This would be consistent with the neighborhood average.

#### Roofing

The roofing materials, pitch, and style are all similar to the majority of the neighborhood homes.

#### Entry/ Door

The entry includes details suggested in the Standards like an overhang and are very similar to the present entry of the home. There are a few additional door openings that are proposed as sliding glass doors. They likely wouldn't be visible from a street. It was difficult to view all sides of the area homes. It appears there is at least one sliding door on a neighborhood home's deck.

#### Windows

Most of the proposed windows are consistent with the homes current banks of double hung windows and similar with the Neighborhood. The exception are the long horizontal awning windows on the west elevation, which aren't visible from the streets. Additionally, the triangular windows on the north and south are not found on other homes in the Neighborhood and likely only on several homes in the OHDS area. The home is currently not very visible from 2<sup>nd</sup> Street West. The north elevation is not visible at all from the Maple Street dead end. The south elevation is not highly visible from Maple Street. The north and south elevations would become more visible from the height increase and any vegetation removal.

The Standards state that the upper story window openings should Reflect bay pattern and size of immediate neighborhood average. This largely includes single and two window groupings, mostly double-hung. There are some larger picture windows, groupings of multiple vertical windows and some smaller fixed windows.

#### Siding

The proposed siding is "shake siding and trim to match existing".

#### Garage Addition

The detached garage addition is minimal, not highly visible, and consistent with the Standards.

**Attachments**

- Location Map
- Elevation Plans
- Area Photos

X-C-05

**LOCATION MAP**

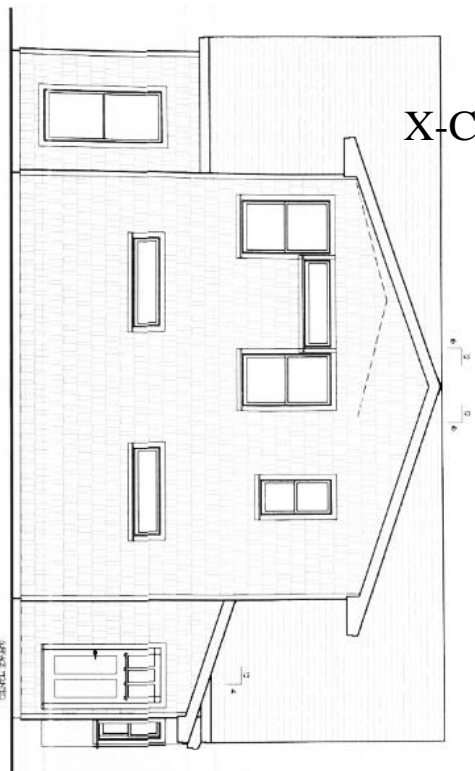


Current view from Maple

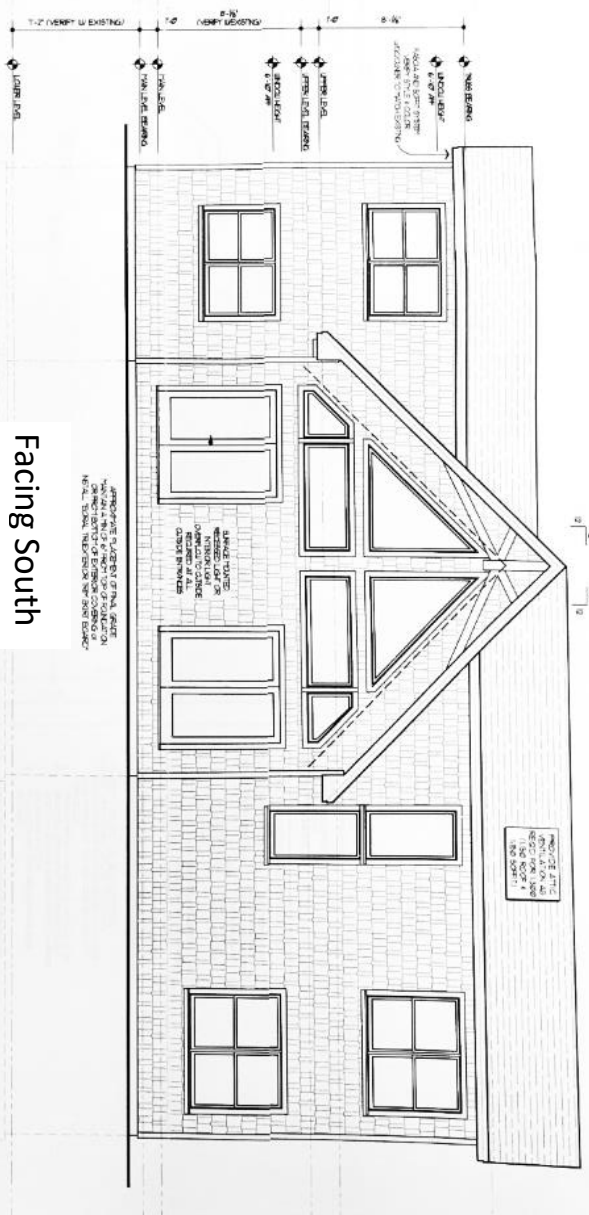




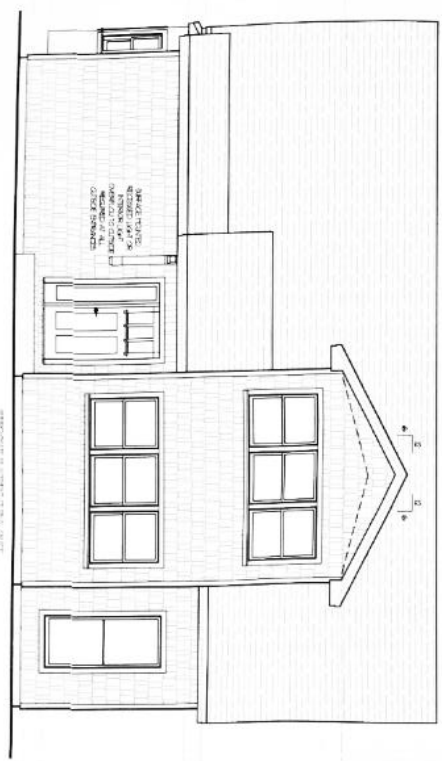
X-C-05



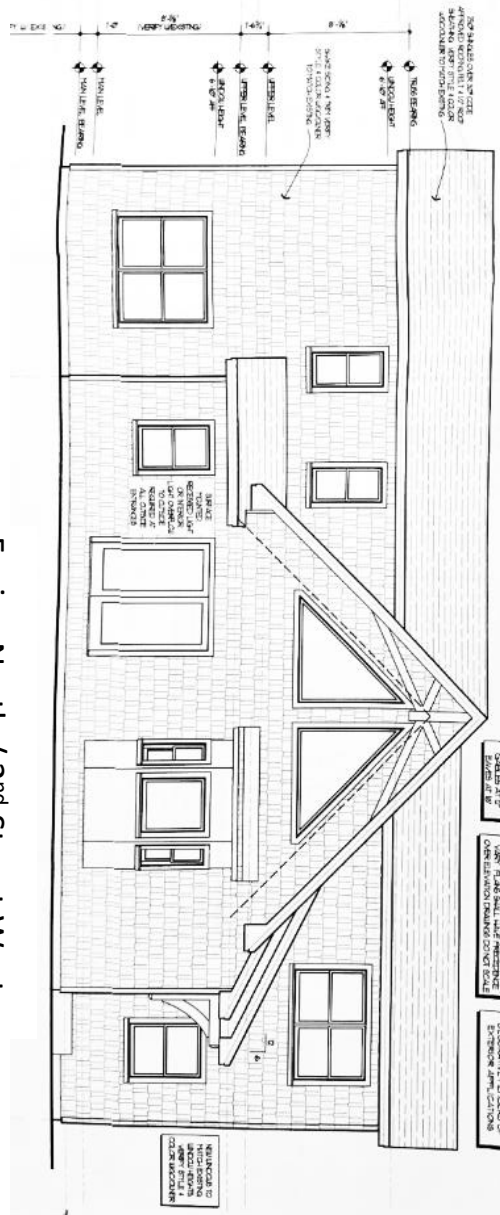
Facing West



Facing South



Facing East / Maple Street



Facing North / 2nd Street West

CONFORM TO LOCAL EXISTING REGULATIONS AND ORDINANCES. ALL PERSONS WISHING TO OBTAIN A PERMIT FOR CONSTRUCTION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NOTE: SHADING ARE INDICATED BY DOTTED LINES. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY AND SHALL NOT BE USED FOR CONSTRUCTION.

NOTE: GENERAL CONSTRUCTION SPECIFICATIONS SHALL BE OBTAINED FROM THE ARCHITECT'S OFFICE. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

REVISIONS TO THIS DRAWING SHALL BE INDICATED BY A CIRCLED NUMBER AND A LETTER. ALL REVISIONS SHALL BE MADE IN PENCIL AND SHALL BE SUBJECT TO APPROVAL BY THE ARCHITECT.

Neighborhood Home Pictures



Homes viewed from  
Maple Street



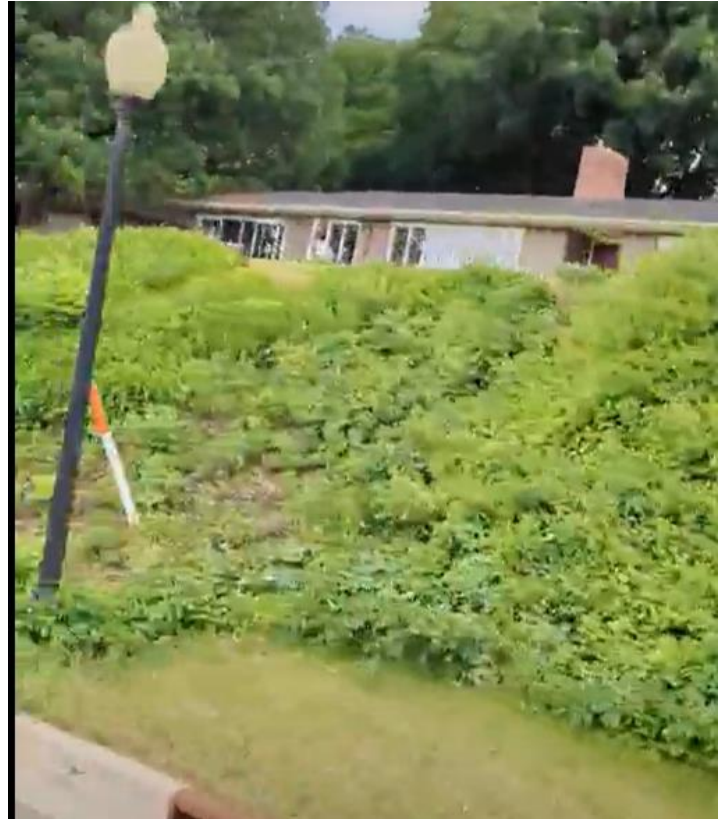
Subject home viewed from 2<sup>nd</sup> St W



Adjacent homes viewed from 2<sup>nd</sup> St south of Maple St



One homes north of subject



Two homes north of subject



Three homes north of subject

2<sup>nd</sup> St view of the two homes south of maple

X-C-05

