



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: March 4, 2024**  
**Item: Lobbyist for PFAS Treatment**

### **Council Action Requested:**

Approve General Conditions of Engagement with Larkin Hoffman Daly & Lindgren Ltd. for legislative services to pursue funding for PFAS treatment.

### **Background Information:**

Hastings, like many of the cities in the East Metro, has PFAS contamination (specifically PFOS and PFOA) in all six of our municipal wells. Unlike our neighboring cities, Hastings has been excluded from the state's 3M Settlement Agreement of 2018.

Recent epidemiology and understanding of the health impacts of PFAS as well as new regulatory standards are expected to result in a Drinking Water Advisory for Hastings this spring, making for a health crisis for our 23,000 residents and businesses, requiring filtration infrastructure to remove PFAS from our drinking water.

At our expense, Hastings has completed a feasibility study which recommends constructing three water treatment plants to remove PFAS and nitrates from our drinking water; the model also allows interconnection of the water system of the Hastings Veterans Home to the City's water system, avoiding the need for the Veterans Home to construct and maintain a treatment plant for its private water system (also contaminated with PFAS). The feasibility study has been approved by the Minnesota Department of Health.

Hastings has begun design work to construct these treatment plants, and we are shovel-ready to begin construction this summer 2024, with completion in late 2027. The estimated construction cost is \$68.9M, plus up to \$1M annually for operation and maintenance. This is beyond the City's financial capacity, as it would double water rates in three years, triple in five years, and continue increasing.

The City Council has identified pursuing funding for PFAS treatment as our number one legislative priority. At its legislative workshop February 20, 2023, the City Council posed whether hiring a lobbyist may help in this process. A lobbyist would bring knowledge of legislative processes. A lobbyist would also ease staff of some time commitments, enabling attention to other job responsibilities besides PFAS.

In checking the Campaign Finance Board website, I realized that our environmental attorney Peder Larson is registered as a lobbyist. I reached out to him, and he looped in Margaret Vesel who heads up legislative services for Larkin Hoffman.

We met over Zoom, and I provided an overview of our project, work to date, and general scope of how a lobbyist might help us. During the call, she suggested a few contacts or ideas which we had not previously thought to advocate our project.

Ms. Vesel's proposed engagement letter is attached. Under it we would hire her at \$4K per month, with no additional hourly rate for her work or others on her team. When Attorney Larson might be lobbying on our behalf, his hours would also be covered under the lobbying contract; though, legal work would be outside of this proposal. The term that would presumably go through the 2025 legislative session, but it could be cancelled at any time.

**Financial Impact:**

Proposal is \$4K per month. Assuming March through December, it would be \$40K this year. Any anticipated costs for next legislative session would be planned in the 2025 budget.

**Commission Discussion:**

City Council Workshop 2/20/24 suggested hiring lobbyist to assist pursuing funding for PFAS treatment.

**Attachments:**

Engagement Letter from Larkin Hoffman (2/23/2024)

February 23, 2024

Dan Wietecha  
City Administrator  
City of Hastings  
101 4th Street East  
Hastings, MN 55033

**BY EMAIL**  
[DWietecha@hastingsmn.gov](mailto:DWietecha@hastingsmn.gov)

Re: 2024 Legislative Representation – Capital Bonding Request to Address PFAS in City  
Drinking Water

Dear Mr. Weitecha:

Thank you for agreeing to allow Larkin Hoffman to provide legislative representation to the City of Hastings (the “City”). The purpose of this letter is to set forth the scope of our legislative services and the terms and conditions upon which we will be providing such services.

### **SCOPE OF LEGAL SERVICES AND RESPONSIBILITIES**

While I will be primarily responsible for this representation, Peder Larson will be assisting as well. When appropriate or necessary, we will also involve other firm attorneys, including associate attorneys, or government relations specialist to assist in this matter. If at any time you have any questions or comments about our services, staffing, billings, or any other aspects of our representation, please contact me. My direct telephone number is 651-341-0880.

To enable us to effectively render our legislative services, you agree to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request. You further agree to keep us informed of any developments that may affect the matter, and to assist and cooperate with us as necessary in dealing with the matter. We will rely upon you for the accuracy of all information you provide to us. In reliance upon that information and the guidance you provide, we will provide government relations counsel to you and assist you with respect to the matter as set forth in this letter. We will endeavor to keep you informed as to the progress of and developments regarding the matter.

### **TERMS OF ENGAGEMENT**

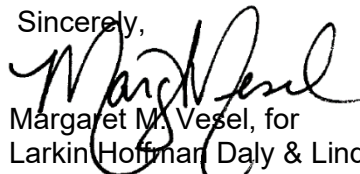
The basis of our representation will be at the rate of \$4,000.00 per month beginning on March 1, 2024, until representation has been terminated by the City. As we discussed, I will also involve other firm attorneys, including associate attorneys, or paralegals to assist in this matter. Unless otherwise specified in this engagement letter, our basis is set forth in the attached General Conditions of Representation.

Dan Wietecha  
February 23, 2024  
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We look forward to the opportunity to providing government relations services to the City and look forward to working with you. If at any time you have any questions or comments about our services, staffing, billings, or any other aspects of our representation, please contact me.

Sincerely,



Margaret M. Vesel, for  
Larkin Hoffman Daly & Lindgren Ltd.

Direct Dial: (952) 896-3371

Email: [mvesel@larkinhoffman.com](mailto:mvesel@larkinhoffman.com)

Attachment

**GENERAL CONDITIONS OF ENGAGEMENT**

This Statement sets forth the general conditions of your engagement of Larkin, Hoffman, Daly & Lindgren, Ltd. (the "Firm"). These terms apply to all legal matters except as specifically modified in writing.

**1. REPRESENTATION OF ONLY NAMED CLIENT**

We are agreeing to represent only the person, persons, entity or entities identified in this engagement letter. We are not agreeing to represent any other persons, such as spouses, children, family members, owners, shareholders, directors, members, managers or partners. We are not agreeing to represent any parent, subsidiary or affiliated entities.

**2. SCOPE OF LEGAL SERVICES**

Our representation is limited to the specific matter for which we have been engaged, as well as those tasks we believe are necessary to complete those services (the "Matter"). Our representation does not entail a continuing obligation to advise you of subsequent legal developments that might have a bearing on your affairs generally or, after the completion of this legal work, this specific Matter. If during the course of this legal representation it becomes necessary to take on additional tasks, and if we agree to do so, the terms of this engagement letter will apply to those legal services as well.

**3. YOUR RESPONSIBILITIES**

To enable us to render our legal services effectively, you agree to disclose fully and accurately to us all information (comprising physical documents or electronic data) that may be relevant to the Matter. You further agree to keep us informed of any developments that may affect the Matter, and to assist and cooperate with us as necessary in dealing with the Matter. We will rely upon you for the accuracy of all information you provide to us. In reliance upon that information and the guidance you provide, we will provide legal counsel to you and assist you with respect to the Matter as set forth in the engagement letter.

It may be necessary at times for you to participate in meetings with us or others, or to attend public meetings, depositions or court proceedings. You agree to attend such meetings, depositions or proceedings as requested.

During the course of our representation, including at or before the date of this engagement letter, we may express our opinions or beliefs regarding the Matter or various courses of action that may occur, including the possible outcomes that may be anticipated. Any such statement made by any person acting or speaking on behalf of this Firm is intended solely as an expression of opinion, based upon information available to us at the time. Such opinions are not a promise or guarantee of any particular result.

**4. FEES AND COSTS**

Unless otherwise specified in this engagement letter, the Firm's fees will be based primarily upon the standard hourly rates for the personnel rendering services. The hourly rates for all personnel are based upon their experience and specific area of legal concentration. All hourly rates are subject to periodic, usually annual, adjustments. The rates charged will be those in effect at the time the services are rendered. Other factors may be considered in determining the final amount of our fees, including (a) the novelty and difficulty of the questions involved, (b) the skill requisite to perform the legal services properly, (c) the likelihood that accepting the representation will preclude the Firm from accepting other employment, (d) the fee customarily charged in the locality for similar legal services, (e) the amount involved and the result obtained, (f) any time limitations imposed upon us by the client or the circumstances, (g) the nature and length of our relationship, and (h) the experience, reputation and ability of the lawyer or lawyers performing the services.

The services for which you will be charged will include, but will not be limited to, telephone and office conferences with you, with adverse counsel, and with any others necessary for us to handle the specific legal matter for you; conferences among our personnel as necessary to advance and manage the representation; factual investigation; legal research; responding to requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, agreements, and other documents; travel time; for court cases, waiting time in court or elsewhere; drafting or responding to discovery and/or motions; and preparing for and attending depositions, negotiations, mediation and other court proceedings.

In addition to our fees, we will bill you for disbursements and other charges incurred in performing our services, such as, but not limited to, photocopying, messenger and delivery charges, electronic/online research, travel, parking, long distance and local telephone, court costs and fees, facsimile transmissions, court reporter charges, and document storage and processing required to store, retrieve and review electronic documents. Unless special arrangements are made, fees and expenses of others such as experts, investigators, witnesses, consultants, and court reporters and other large disbursements may be billed directly to you.

Fees, disbursements, and other charges will usually be billed monthly. There may be a delay in billings to us from outside vendors, and thus the charges for disbursements may not appear in the same billing as the related services. Our invoices are payable upon receipt. Any invoice not paid within 30 days of its date is subject to the imposition of late payment charges. If any of our invoices are not paid in full, and we choose to pursue collection of the outstanding balance, you agree, by accepting our representation of you under these General Conditions, that the Firm will be entitled to recover all costs of collection, including a reasonable attorneys' fee, associated with any actions taken to collect the outstanding balance.

Although we may from time to time furnish for your convenience estimates of fees or charges that we anticipate will be incurred on your behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in this engagement letter or otherwise agreed to by us in writing.

In addition to traditional check, ACH and wire transfer payments which we accept at no cost, we offer a facility to accept payments electronically by credit card, debit card or electronic check. However, because the third-party vendor assesses a fee to process credit card payments, we reserve the right to add a processing fee equal to but not greater than our vendor processing fee for any payments you choose to make by credit card.

**5. LATE PAYMENT CHARGES**

In the event any of our periodic billings to you are not paid when due, the Firm will impose late payment charges on the unpaid balance. Such charges will be assessed at eight percent (8%) per annum on matters for natural persons, and at eighteen percent (18%) per annum for entities. Such late charges will accrue beginning 30 days after the date of any invoice not paid in full.

**6. TERMINATION OR WITHDRAWAL**

Our representation of you will terminate upon completion of our work on the Matter. You have the right to terminate our representation at any time upon written notice to the Firm. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of the notice or termination, whichever is later. Although we do not anticipate any need to do so, we also reserve the right to withdraw from this representation for good cause. Good cause includes your failure to honor the terms of this engagement letter, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical, or impracticable. If we elect to withdraw, you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. We will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

**7. DOCUMENT RETENTION AND DESTRUCTION**

We maintain our files primarily in a digital image format. Accordingly, we will likely digitize a copy and return to you original documents that you provide to us during the course of our representation. At the conclusion of our representation on the Matter, we will return to you any remaining original documents in our possession. We typically will maintain our electronic files for a period of seven years after the conclusion of our representation. After that time, we may destroy the entire file without further notice to you. If we have not already done so, we will attempt at that time to return any original documents to you. If for any reason we cannot return such documents, they may also be destroyed. If you wish to retain a record of the Matter for a longer period of time, you should arrange to create such a file for yourself.

**8. TEXT COMMUNICATIONS**

The use of text messages to communicate with lawyers is increasingly common, and appropriate communications between attorneys and clients are expected to be confidential and privileged. However, under certain circumstances, like when the phone is owned by an employer, those messages may not be confidential. Text messages are not encrypted unless certain third-party programs are used. Therefore, text messages are more susceptible to being intercepted by third parties. For these reasons, we discourage communicating confidential and privileged information via text message. If you do so, you understand the risk of interception and the possible waiver of privilege and accept those risks.