

**CITY OF HASTINGS  
CITY COUNCIL AGENDA**

**Monday, April 15, 2024**

**7:00 p.m.**

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

**Presentation:** Dakota County Historical Society / LeDuc Historic Estate  
**Presentation:** Arts & Culture Commission

- V. APPROVAL OF MINUTES**  
Approve Minutes of the City Council workshop and regular meeting on April 1, 2024.
- 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: Approve Premises Permit Renewals
- 3. Resolution: Accept Donation from the Milliren Family to the Parks and Recreation Department
- 4. Approve Special Event Designation – Historic Hastings Car Shows
- 5. Authorize Signature: Stormwater Management Agreement – Storage Werks
- 6. Authorize Signature: Dive Rescue International Agreement
- 7. Authorize Signature: Xcel Energy Construction Agreement for Street Lighting Facilities
- 8. Grant Agreement: James Metzen Mighty Ducks Grant Program
- 9. Accept Firearms Storage Grant
- 10. Declare Excess Property and Authorize for Public Sale - Facilities

- 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. Resolution: Receiving Bids and Awarding Contract for the 2024 Neighborhood Project
- 2. Resolution: Receiving Bids and Awarding Contract for the 2024 Mill & Overlay Program

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

**A. Public Works**

1. CSAH 42 Pedestrian Study

**B. Parks and Recreation**

1. 1<sup>st</sup> Reading – Chapter 94: Parks & Recreation

**C. Community Development**

**D. Public Safety**

**E. Administration**

1. Strategic Plan – 1<sup>st</sup> Quarter 2024 Report
2. PFAS Update

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

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

**XIV. ADJOURNMENT**

**Next Regular City Council Meeting: Monday, May 6, 2024 7:00 p.m.**

**Hastings, Minnesota  
City Council Workshop  
April 1, 2024**

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, April 1, 2024, at 5:30 p.m. in the Volunteer Room at the Hastings City Hall, 101 East 4<sup>th</sup> Street, Hastings, Minnesota.

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

**Members Absent:** None

**Staff Present:** City Administrator Dan Wietecha  
Assistant City Administrator Kelly Murtaugh  
Public Works Director Ryan Stempski

Mayor Fasbender called the workshop to order at 5:33 pm and welcomed councilmembers and staff.

**Overview**

Stempski reviewed the PFAS (PFOA & PFOS chemicals) situation in the City as well as the impacts of PFAS on human health. Stempski shared the PFAS levels in the City that are sampled regularly. The chemistry of the water and PFAS levels have been relatively consistent over the years, but the allowable levels are changing. Pending new limits from the EPA, compliance will require that we mitigate to 4 parts per trillion—the current levels in the Hastings wells are near or above this.

A Feasibility Study has been completed to gain insight into how the City would seek to mitigate. The most feasible option is a decentralized approach using three treatment plants: located in the Industrial Park, Lions Park, and Wallin Park. The treatment plants would remove both PFAS and nitrates. The project would take from 2024-2027 to phase in construction of one plant per year for three years. There will also be an interconnect with the Veterans Home as part of first phase of the project.

Council discussion on bandwidth of the Public Works team to handle the many simultaneous major projects within the City. Stempski indicated that much of the planning and design of many of the projects utilizes external contractors in consultation with City staff.

Currently in design for Water Treatment Plant 1, located in the industrial park to serve Wells 6 & 8, as well as connecting the Veterans Home. Next, Water Treatment Plant 2 would serve Wells 3, 5, and 7 and will be in Lions Park (near Well 3). Lastly, WTP 3 will serve Wells 4 & 9 (future well) and will be in Wallin Park.

Council discussion on access to the WTP for trucks and the size of the buildings housing the WTP. Stempski indicated that the intent is to do a good job on the first one and then use that to

inform and improve the next two. The buildings need to be tall to accommodate treatment structures and the plan is to make the structure fit into the neighborhoods and the zoning requirements.

### **Status**

Several key factors are currently in process. We are waiting on the maximum contaminant levels to be officially released by EPA, as well as any associated guidance from MDH. An updated 3M Conceptual Site Model for the Hastings vicinity is due soon. When it is ready, we expect to discuss its effect with the Co-Trustees and the potential of bringing Hastings into the 3M East Metro Settlement. As part of our due diligence and pursuing all funds available, there are two upcoming applications (Project Priority List and Intended Use Plan) with the Drinking Water Revolving Fund an Emerging Contaminants Grant. Pursuing financial support through the State's Capital Budget (State Bonding Bill) is ongoing. We are committed to be "shovel ready" to go out for bids to begin construction of WTP 1 by August 2024.

### **Cost Information and Funding Strategies**

The total project cost is estimated at \$68.9M with operations and maintenance estimated at \$1M annually. The City has received \$3.18M from MPCA Planning and Design Grant.

Council discussion on the potential for increased cost as it will take three phases to complete the project. Increased materials costs were considered in the total estimated costs. Council discussion on phasing of funds vs. seeking full cost from legislature.

3M Settlement: The State's Co-Trustees believe there needs to be direct connection—but this is not required in the 2018 Settlement Agreement or the Minnesota Conceptual Drinking Water Supply Plan. Phase I and II environmental site assessments have been conducted to find (or rule out) other potential sources of the contaminants. HQ-115 is a 3M chemical and has been found in Well #5. Recent Minnesota Geological Survey found cracks in the bedrock that may support groundwater passing below the Mississippi River and/or leaching of the contaminants into the aquifer. The 3M Settlement would only pay for PFAS treatment, not nitrates.

State bonding: Two bills (SF 3161 and HF 3115) need to be slightly amended to the updated cost estimate and to include nitrate treatment. We are encouraging for hearings before the appropriate committees. If the project were funded in phases, funding for first phase would increase the likelihood of being funded in subsequent phases. A question posed by legislators: Can the City contribute financially? To date, the City has paid for the feasibility study, holds the land value, seeks other funding sources including the \$3.18M design grant, and will be responsible for the annual operation and maintenance.

City Funds: Currently, average residential water bill runs \$17.11 per month. If the City were responsible for the entire cost for the mitigation project, the average residential water bill could increase to \$47.93 per month in three years and would continue increasing to \$59.64 per month in 10 years. Council discussion that this would be at the top of Metro Area rates and near the top of Greater Minnesota rates.



Other Funding Options: The City will apply for upcoming applications (Project Priority List and Intended Use Plan) with the Drinking Water Revolving Fund and Emerging Contaminants Grant. The City is also exploring the feasibility of federal Community Project Funding. These options would likely cover a portion, but not all, of the project costs.

**ADJOURNMENT**

Leifeld, Pemble to adjourn the workshop at 7:00 p.m.

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Mary D. Fasbender, Mayor

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Kelly Murtaugh, City Clerk

**Hastings, Minnesota**  
**City Council Meeting Minutes**  
**April 1, 2024**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, April 1, 2024 at 7:10 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 Fox, Haus, Lawrence, Leifeld, Pemble, and Vihrachoff

**Members Absent:** None

**Staff Present:** City Administrator Dan Wietecha  
Assistant City Administrator Kelly Murtaugh  
City Attorney Kori Land  
Public Works Director Ryan Stempski  
Principal Engineer Cody Mathisen

**Proclamation: Arbor Day 2024**

**Pleasant Hill Library Presentation: Jill Bambenek, Manager**

**Approval of Minutes**

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council regular meeting on March 18, 2024.

Minutes were approved as presented.

**Consent Agenda**

Councilmember Lawrence motioned to approve the Consent Agenda as corrected, seconded by Councilmember Pemble.

7 Ayes, 0 Nays.

1. Pay Bills as Audited
2. Resolution No. 04-01-24: Accept Donation from the Hastings Downtown Business Association to the Parks and Recreation Department
3. Resolution No. 04-02-24: Accept Donation from Raider Nation Youth Baseball to the Parks and Recreation Department
4. Resolution No. 04-03-24: Accept Donation from Hastings Youth Athletic Association (HYAA) to the Parks and Recreation Department
5. Approve Special Event Designation: Rivertown Live
6. Approve Parklet Renewal for Quarry Taphouse
7. Resolution No. 04-04-24: Approve Massage Therapist License Renewal for Natalie Briones
8. Resolution No. 04-05-24: Approve In-Store Fireworks Application for Coborn's Marketplace #2037
9. Resolution No. 04-06-24: Approve New Cannabis Product Retail License for H Tobacco
10. Resolution No. 04-07-24: Approve Premises Permit Renewals
11. Authorize Submittal: Letter Requesting Services – SSTS Services – Dakota and Washington County
12. Resolution No. 04-08-24: Approve Pay Estimate No. 7 (Final) for the 2023 Neighborhood Infrastructure Improvements – BCM Construction, Inc. (\$97,607.47)
13. Declare Excess Property and Authorize for Public Sale – Public Works

14. 2024 – 2025 LELS Local No. 249 (Officers) Lateral Hire MOU
15. Approve Change Order: Arena Roof Access Hatch

### **2024 Neighborhood Infrastructure Improvements: Resolution No. 04-09-24: Order Improvements and Adopt Assessments**

Mathisen provided an overview of the 2024 Neighborhood Infrastructure Improvements project. This project contains street and utility improvements to six City streets ranging in scope of work from reclamation of streets to full street and utility reconstruction. The full scope of the project was presented to Council on March 4, 2024. Mathisen reviewed the methodology of the assessment. This methodology recognizes ordinance allowance to assess by lot rather than by length of frontage, especially for irregularly shaped lots. Mathisen outlined the payment options for this project, including abatement or deferral options. Council is asked to approve the resolution to order the project and adopt the proposed assessments for the project.

Mayor Fasbender opened the public hearing at: 7:30 p.m.

Mayor Fasbender closed the public hearing at: 7:31 p.m.

Council expressed appreciation for developing per-lot assessment methodologies based on resident feedback. Council also expressed appreciation for the communication efforts of staff in responding to resident questions and concerns and making an extra effort in making sure residents understand the process.

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

### **Agreement for Services: Downtown Planters and Hanging Baskets**

Wietecha provided an overview of the request to hire a contractor to perform beautification efforts in the Downtown area. The effort includes planting and maintaining the ground level planters and purchasing, installing, and maintaining hanging flower baskets. Staff were contacted by another local landscape company desiring to submit a quote for the services. Wietecha indicated two companies submitted quotes, Green Companies and Precision Landscaping. While both were very similar, Green Companies' quote was the low bid for the 2024 services. Staff recommends accepting Green Companies' quote and approving the contract for services totaling \$20,715.00.

Council discussion on the expense of taking care of planters on 2<sup>nd</sup> Street, the beautification effort, and options. Mayor Fasbender provided clarification of the bid to include regular watering. Wietecha indicated the Downtown Business Association has contributed a donation to the Parks and Recreation Department to assist in funding. Council discussed different funding or maintenance options for the future and the overall appearance of the planters. Discussion on inclusivity and equity in the bidding process. As a focal point for the City, large pots contribute to the beautification, and corner safety, and greening contributes to placemaking. Council discussion on the balance of the responsibility of the expense or other ways to maintain pots/baskets in a different manner, such as partnering with the horticulture program at the High School or the local gardening clubs. Councilmembers urge review of the options for future years to reduce direct cost to the City.

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

## **Agreement for Services: Hwy 61 Median Maintenance**

Wietecha provided an overview of the request to hire a contractor for annual maintenance within the TH 61 median. Wietecha shared Precision Landscaping and Construction, Inc. has performed this work for a number of years. Wietecha indicated this contracted work has not been subject to an official agreement in the past, however it is recommended for current and future contracted work to ensure both parties have accurate and legal obligations to one another. Staff recommends accepting the quote from Precision Landscaping and Construction, Inc. and approving the contract for services totaling \$12,909.68.

Council discussion on the value of seasonal maintenance.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Haus. 6 Ayes, 1 Nay (Leifeld).

## **PFAS Update**

Wietecha presented the PFAS Update, planning to have this as a recurring topic on the Council agenda as there will be many changes in the coming months. Wietecha indicated Hastings has PFAS contaminations in all six of our municipal wells. Recent epidemiology and understanding of the health impacts of PFAS and new regulatory standards pending the EPA are expected to require the City to mitigate the PFAS from our drinking water. Wietecha reviewed the various communication efforts to the public and shared City Council will have a PFAS Update at the first City Council meeting each month. Wietecha reviewed key updates, potential funding, and the environmental investigations currently underway. The topic is informational, no City Council action is requested at this time.

Council discussion on appreciation for the work that staff have done to advance the topic and keeping everyone informed. Council reminder of where residents can go to get information on the City website that may lead to other resources who are more versed in PFAS and its health impacts. Wietecha urged residents to contact the City if they have questions.

## **Announcements**

- Councilmember Fox noted the Dakota 911 2023 report is available. See [Dakota 911](#) for the full report.
- We appreciate Pleasant Hill Library's presentation earlier this evening and recognize that next week April 7-13 is National Library Week.
- Athletic Gear Swap tomorrow Tuesday, April 2, at Rambling River Center in Farmington. Bring useable and clean athletic gear you no longer want to our swap event and bring home items that are new to you. No item donation is necessary to shop the swap; take or bring as much as you want.
- This year's Community Survey is open through April 8. Information is on the City website.
- Happy Birthday yesterday to Councilmember Dave Pemble!

## **Meetings**

- Planning Committee Meeting on Monday, April 8, 2024 at 6:00 p.m.
- Planning Commission Meeting on Monday, April 8, 2024 at 7:00 p.m. - Cancelled
- Arts & Culture Commission Meeting on Wednesday, April 10, 2024 at 6:00 p.m.
- HEDRA Meeting on Thursday, April 11, 2024 at 6:00 p.m.
- City Council Regular Meeting on Monday, April 15, 2024 at 7:00 p.m.

Councilmember Vihrachoff motioned to adjourn the meeting at 8:19 PM, seconded by Councilmember Lawrence. Ayes 7; 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:** 04/11/2024

**Item:** Disbursements

### Council Action Requested:

Staff requests:

Council review of March 2024 CenterPoint, Xcel, Wex, Health Insurance payments.

Council review of weekly routine disbursements issued 04/09/2024.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 04/16/2024.

### 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:

March 2024 Centerpoint Payment	\$	20,049.79
March 2024 Xcel Payment	\$	13,223.74
March 2024 Wex Admin Fee Payment	\$	308.00
March 2024 Health Ins Payment	\$	185,302.24
Disbursement Checks, Hedra & EFT issued on 04/09/2024	\$	261,826.59
Disbursement Checks, Hedra & EFT to be issued on 04/16/2024	\$	313,169.98

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** • Disbursement Reports

**CENTERPOINT ENERGY**  
**March 2024 Pymt**

<b>Dept</b>	<b>Account</b>	<b>Amount</b>
Police	101-140-1403-6345	81.35
City Hall	101-140-1404-6345	4,083.89
City Storage	101-140-1407-6345	1,017.87
Alt Learning Ctr	101-401-4143-6345	415.81
Parks	200-401-4440-6345	491.39
Jt Maint	200-401-4447-6345	1,610.61
Pool	201-401-4240-6345	201.25
Fire	213-210-2100-6345	2,036.49
Le Duc	220-450-4160-6345	1,002.30
Water	600-300-3300-6345	1,630.03
Water	600-300-3302-6345	368.49
Garage	601-300-3400-6345	1,199.48
Arena	615-401-4103-6345	5,910.83
	Total	20,049.79

**XCEL AUTOMATIC PAYMENTS**  
**Mar 2024 Payments**

<b>Xcel Acct #</b>	<b>Amount</b>	<b>Date Paid</b>	<b>Account #</b>
51-6960212-6	-2,520.93	5-Mar	101-000-0000-5832
51-6960208-0	113.97	14-Mar	101-140-1404-6343
51-6960210-4	17.25	14-Mar	101-300-3100-6343
51-6960210-4	86.24	14-Mar	101-301-3200-6343
51-0011278454-9	105.75	13-Mar	101-302-3201-6343
51-0263715-0	207.90	14-Mar	101-302-3201-6343
51-0011082067-5	119.44	15-Mar	200-401-4440-6343
51-6960214-8	12.41	13-Mar	213-210-2100-6343
51-7216831-9	128.79	14-Mar	220-450-4160-6343
51-8100326-3	132.10	11-Mar	407-180-6008-6343
51-6960216-0	269.47	5-Mar	600-300-3300-6343
51-6960210-4	68.99	14-Mar	600-300-3300-6343
51-6960217-1	8.40	8-Mar	601-300-3400-6343
51-6960212-6	14,473.96	5-Mar	620-300-3500-6343
<b>TOTAL</b>	<b>13,223.74</b>		



**Wex Admin Fees  
Mar-23**

<b>Description</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 - Planning	101-150-1501-6131	2.75
Employer Paid HRA/HSA Admin Fee - IT	101-160-1601-6131	8.25
Employer Paid HRA/HSA Admin Fee - Police	101-201-2010-6131	96.25
Employer Paid HRA/HSA Admin Fee -Building Safety	101-230-2301-6131	16.50
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	11.28
Employer Paid HRA/HSA Admin Fee - Parks	200-401-4440-6131	27.50
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	11.00
Employer Paid HRA/HSA Admin Fee - Ambulance	213-220-2200-6131	46.75
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	13.20
Employer Paid HRA/HSA Admin Fee - Wastewater	601-300-3400-6131	9.35
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	1.24
	Total	308.00

**HEALTH INSURANCE PREMIUM**  
**March 2024 Payment**

<b>ACCOUNT DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>AMOUNT</b>
Medical Insurance Withholding	101-000-0000-2185	19,355.36
COBRA Paid Insurance	101-000-0000-2185	3,175.65
Employer Paid Health Ins. - Administration	101-105-1051-6131	780.06
Employer Paid Health Ins. - Communications	101-107-1061-6131	1,697.92
Employer Paid Health Ins. - City Clerk	101-107-1071-6131	2,666.48
Employer Paid Health Ins. - Finance	101-120-1201-6131	5,610.86
Employer Paid Health Ins. - Maintenance	101-140-1401-6131	2,084.73
Employer Paid Health Ins. - Planning	101-150-1501-6131	917.36
Employer Paid Health Ins. - IT	101-160-1601-6131	4,868.61
Employer Paid Health Ins. - Police	101-201-2010-6131	40,161.30
Employer Paid Health Ins. -Building Safety	101-230-2301-6131	6,944.25
Employer Paid Health Ins.-Code Enforcement	101-230-2302-6131	1,304.56
Employer Paid Health Ins. - Engineering	101-300-3100-6131	2,769.91
Employer Paid Health Ins. - Streets	101-301-3200-6131	4,687.09
Medical Insurance Withholding	200-000-0000-2185	2,568.27
Employer Paid Health Ins. - Parks	200-401-4440-6131	13,509.89
Employer Paid Health Ins. - Swimming Pool	201-401-4240-6131	0.00
Medical Insurance Withholding	205-000-0000-2185	128.42
Employer Paid Health Ins. - Cable	205-420-4201-6131	299.63
Employer Paid Health Ins. --Heritage	210-170-1702-6131	222.88
Medical Insurance Withholding	213-000-0000-2185	2,924.96
Employer Paid Health Ins. - Fire	213-210-2100-6131	4,325.10
Employer Paid Health Ins. - Ambulance	213-220-2200-6131	16,258.94
Medical Insurance Withholding	220-000-0000-2185	157.66
Employer Paid Health Ins. - Leduc	220-450-4160-6131	367.89
Employer Paid Health Ins. - Econ. Dev.	407-180-6003-6131	1,637.69
Medical Insurance Withholding	600-000-0000-2185	462.77
Employer Paid Health Ins. - Water	600-300-3300-6131	5,735.65
Medical Insurance Withholding	601-000-0000-2185	452.23
Employer Paid Health Ins. - Wastewater	601-300-3400-6131	4,171.45
Medical Insurance Withholding	603-000-0000-2185	915.41
Employer Paid Health Ins. - Storm Water	603-300-3600-6131	4,271.83
Medical Insurance Withholding	615-000-0000-2185	749.08
Employer Paid Health Ins. - Arena	615-401-4103-6131	2,742.78
Medical Insurance Withholding	620-000-0000-2185	0.00
Employer Paid Health Ins. - Hydro	620-300-3500-6131	475.14
Employer Paid Health Ins. - Retirees	701-600-6002-6131	25,900.43
	<b>TOTAL</b>	<b>185,302.24</b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL	HASTINGS AREA CHAMBER/COM	FEB 2024 LODGING TAX (7 OF	5,914.91	
		METROPOLITAN COUNCIL ENVIRONMENTAL SER	MARCH 2024 SAC	7,380.45	
			TOTAL:	13,295.39	
CITY CLERK	GENERAL	MINNESOTA OCCUPATIONAL HEALTH	DRUG SCREEN	70.00	
			TOTAL:	70.00	
FINANCE	GENERAL	BERGANKDV LTD	SERVICES - DEC 31, 2023 AU	6,350.00	
			TOTAL:	6,350.00	
FACILITY MANAGEMENT	GENERAL	WILDSIDE GRAPHIX LLC	F.C. TRUCK LETTERING	132.00	
		MILLER DUNWIDDIE ARCHITECTURE, INC	ARCHITECT SERVICES-CH PROJ	2,438.06	
		DALCO	F.C. SUPPLIES	1,361.54	
		TERRYS HARDWARE, INC.	P.D. SOFTENER PELLETS	7.47	
			F.C. LOCK BOX PORTABLE	44.97	
		TOTAL:	3,984.04		
I.T.	GENERAL	SHI INTERNATIONAL CORP	2021 FOR SCADA SERVER	398.31	
			REPLACEMENT UPS FOR DC	930.20	
			TOTAL:	1,328.51	
POLICE	GENERAL	HOLIDAY STATIONSTORES LLC	MARCH 2024 CAR WASHES-PD	78.00	
			DAKOTA ELECTRIC ASSN	ELECTRIC APR 24 PYMT	17.60
			TOTAL:	95.60	
BUILDING & INSPECTIONS	GENERAL	KLETSCHKA INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	1,952.80	
			TOTAL:	1,952.80	
PUBLIC WORKS STREETS	GENERAL	PRECISE MOBILE RESOURCE MGMT. LLC	DATA PLAN	175.00	
			SPIN CITY LAUNDROMAT LLC.	LAUNDER RAGS	25.00
				LAUNDER RAGS	25.00
				LAUNDER RAGS	25.00
				LAUNDER RAGS	25.00
		JOHN DEER FINANCIAL/MIDWEST MACHINERY	SPRAY PAINT	28.98	
			FORCE AMERICA	GAUGE	58.20
			TOTAL:	362.18	
NON-DEPARTMENTAL	PARKS	MANSFIELD OIL COMPANY	900 GALLONS OF GAS	2,799.52	
			667 GALLONS OF DIESEL	2,388.80	
			TOTAL:	5,188.32	
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	TRAFFIC MATS AND RAGS	127.45	
			METRO JANITORIAL SUPPLY INC.	TOILET PAPER	883.19
			PIRTEK BURNSVILLE	HYDRO HOSE - JMF REPAIR	165.85
			TERRYS HARDWARE, INC.	CHANNEL	44.79
			WEBBER RECREATIONAL DESIGN INC	PLAYER BENCHES FOR DUGOUTS	5,683.00
			TOTAL:	6,904.28	
FIRE	FIRE & AMBULANCE	ROSENBAUER MINNESOTA, LLC	FAN DRIVE FOR AERIAL TRUCK	2,193.02	
			HEALTH STRATEGIES	ANNUAL PHYSICALS	6,635.00
			DALCO	PARTS-FLOOR CLEANING MACHI	168.80
			BLUE PEAK CONSULTING, LLC	SUBSCRIPTION-PAR360-MENTAL	6,345.00
			SHERWIN-WILLIAMS	PAINT FOR DORM PROJECT	63.25
			TOTAL:	15,405.07	
AMBULANCE	FIRE & AMBULANCE	EXPERT BILLING, LLC	JANUARY REVENUE	336.85	

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FEBRUARY REVENUE	418.98
		ZOLL MEDICAL CORP	MEDICAL SUPPLIES	<u>676.08</u>
			TOTAL:	1,431.86
PARKS & RECREATION	PARKS CAPITAL PROJ	WSB & ASSOCIATES INC	HWY 55 TRAIL PROJECT	<u>340.50</u>
			TOTAL:	340.50
ECONOMIC DEVELOPMENT	HEDRA	HAFSTAD REAL ESTATE LLC	FACADE IMP GRANT-221 SIBLE	<u>5,000.00</u>
			TOTAL:	5,000.00
INVALID DEPARTMENT	2024 IMPROVEMENTS	U.S. BANK	2024A FISCAL AGENT FEE	<u>850.00</u>
			TOTAL:	850.00
PUBLIC WORKS	WATER	NAPA AUTO PARTS	FILTERS, CLEANER, HOSES	186.54
			HOSE	7.34
		DAKOTA ELECTRIC ASSN	ELECTRIC APR 24 PYMT	117.72
		GOPHER STATE ONE-CALL INC	LOCATES - MARCH	<u>152.55</u>
			TOTAL:	464.15
PUBLIC WORKS	WASTEWATER	DAKOTA ELECTRIC ASSN	ELECTRIC APR 24 PYMT	127.56
			ELECTRIC APR 24 PYMT	92.33
		MCES	WASTEWATER SVCS-MAY 2024	<u>148,748.96</u>
			TOTAL:	148,968.85
PUBLIC WORKS	STORM WATER UTILIT	VERMILLION ELEVATOR INC	SEED	330.40
		ZARNOTH BRUSH WORKS, INC.	GUTTER BROOM	<u>2,960.00</u>
			TOTAL:	3,290.40
PARKS & RECREATION	ARENA	HUEBSCH LAUNDRY CO.	ENTRY RUG SERVICE	39.64
		ICE SPORTS INDUSTRY	ANNUAL MEMBERSHIP DUES	395.00
		R & R SPECIALTIES, INC.	BLADE SHARPENING	95.00
			ELECTRIC EDGER	<u>6,995.00</u>
			TOTAL:	7,524.64
MISCELLANEOUS	VEHICLE AND EQUIP	HASTINGS FORD	FORD EDGE-UNMARKED VEH REP	<u>39,020.00</u>
			TOTAL:	39,020.00

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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# VIII-01

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

101	GENERAL	27,438.52
200	PARKS	12,092.60
213	FIRE & AMBULANCE	16,836.93
401	PARKS CAPITAL PROJECTS	340.50
407	HEDRA	5,000.00
484	2024 IMPROVEMENTS	850.00
600	WATER	464.15
601	WASTEWATER	148,968.85
603	STORM WATER UTILITY	3,290.40
615	ARENA	7,524.64
703	VEHICLE AND EQUIP FUND	39,020.00

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	GRAND TOTAL:	261,826.59
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATION	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	227.10
		GRAPHIC DESIGN	LEIFELD BUSINESS CARDS	82.00
			TOTAL:	104.10
CITY CLERK	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	15.24
			MAY 2024 LTD PREMIUM	51.20
			TOTAL:	66.44
FINANCE	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	70.14
			TOTAL:	70.14
LEGAL	GENERAL	CAMPBELL KNUTSON, P.A.	MAR 2024 LEGAL FEES	8,526.71
		LEVANDER GILLEN & MILLER PA	MARCH 2024 LEGAL SERVICES	2,250.00
			MARCH 2024 LEGAL SERVICES	960.00
			MARCH 2024 LEGAL SERVICES	584.00
			MARCH 2024 LEGAL SERVICES	272.00
			MARCH 2024 LEGAL SERVICES	400.00
			MARCH 2024 LEGAL SERVICES	128.00
			MARCH 2024 LEGAL SERVICES	2,528.00
			TOTAL:	15,648.71
FACILITY MANAGEMENT	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	14.30
		CHARLIE JUDGE	JUDGE CELL PHONE REIMBURSE	150.00
		RENAISSANCE ROOFING INC.	4 CORNER TOWERS SHEET META	28,911.68
		MOSENG LOCKSMITHING	KEY BLANKS, SPRAY	26.24
			TOTAL:	29,102.22
COMMUNITY DEVELOPMENT	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	20.95
			TOTAL:	20.95
I.T.	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	55.76
		BAYCOM INC	PD VEHICLE DOCKS (QTY 3)	1,194.00
		US CAD	BLUEBEAM REVUE SUB-FORTNEY	200.00
			TOTAL:	1,449.76
POLICE	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	679.15
		SHRED RIGHT	APRIL 2024 SERVICE FEES	18.85
		DAKOTA 911	DCC FEE / 2024 MAY	31,941.00
			TOTAL:	32,639.00
BUILDING & INSPECTIONS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	98.34
			MAY 2024 LTD PREMIUM	15.69
		MISCELLANEOUS V EVERLIGHT SOLAR CONSTR	REFUND PERMIT E2024-058	112.50
		EVERLIGHT SOLAR CONSTR	REFUND PERMIT BP2024-049	161.93
		ON TIME SERVICE PROS	REFUND PERMIT E2024-106	75.00
	TOTAL:	463.46		
PUBLIC WORKS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	45.33
			TOTAL:	45.33
PUBLIC WORKS STREETS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	78.23
		HOMETOWN ACE HARDWARE	TIEDOWNS	26.03
			MAILBOX	33.47
			BATTERIES, VOLT TESTER	21.93
		LITTLE FALLS MACHINE INC	EARS	107.11
		COMPASS MINERALS AMERICA, INC.	ROAD SALT	24,070.91

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TERRYS HARDWARE, INC.	LEAF RAKE	19.98
			CORD PLUG	4.49
		UNLIMITED SUPPLIES INC.	FUSE HOLDER	22.02
			TOTAL:	24,384.18
PUBLIC WORKS STR. LIGH	GENERAL	HOMETOWN ACE HARDWARE	TOOLBOX, PLIERS, ADAPTER, LU	48.44
		DAKOTA ELECTRIC ASSN	ELECTRIC APR 24 PYMT	2,957.75
			TOTAL:	3,006.19
PARKS & RECREATION	GENERAL	RIVERTOWN TREE SERVICE LLC	TREE REMOVAL-1800 14TH ST	442.50
			TOTAL:	442.50
PARKS & RECREATION	PARKS	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	167.32
		HOMETOWN ACE HARDWARE	MISC BOLTS	1.19
		NAPA AUTO PARTS	FUSE	2.83
			FUSE HOLDER FOR POLAR TRAC	21.32
			GLOVES	17.79
			GREESE	15.98
			SHOP SUPPLIES	67.62
			SHORT HEX KEY	7.99
			HEX KEY	7.00
		TROPHIES PLUS	5 X 7 BENCH PLATE - FUCHS	20.00
			5 X 7 BENCH PLATE	20.00
		RANDY OLEJNICAK	BOB! PERFORMANCE 8/22/24	1,000.00
		BUFFALO ALICE	LIVE MUSIC PERFORMANCE 8/8	900.00
		A J SRUBAS MUSIC	STEAM MACHINE-EVENT 8/29/2	1,200.00
		WEBBER RECREATIONAL DESIGN INC	LIONS-PLAYER BENCHES-DUGOU	1,140.00
			TOTAL:	4,589.04
CABLE	CABLE TV	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	2.69
			TOTAL:	2.69
HERITAGE PRESERVATION	HERITAGE PRESERVAT	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	5.14
			TOTAL:	5.14
FIRE	FIRE & AMBULANCE	MCGRAW, RYAN	MCGRAW BOOT REIMBURSEMENT	165.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	69.97
		DANIELS HEALTH	HAZ WASTE COLLECTION	203.49
		DAKOTA 911	DCC FEE / 2024 MAY	15,970.00
		SCOTT WITTL	WITTL LUGGAGE FEE-DCSOT	140.00
		MN FIRE SERVICE CERT.BRD	HAZ MAT OPS TEST	714.00
			TOTAL:	17,262.46
AMBULANCE	FIRE & AMBULANCE	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	282.53
		McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	721.60
			MEDICAL SUPPLIES	140.90
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	197.90
		LINDE GAS & EQUIPMENT INC.	MEDICAL SUPPLIES	102.47
			OXYGEN	376.63
			TOTAL:	1,822.03
LEDUC	LEDUC HISTORIC EST	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	2.52
			TOTAL:	2.52
ECONOMIC DEVELOPMENT	HEDRA	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	34.14
		LEVANDER GILLEN & MILLER PA	MARCH 2024 LEGAL SERVICES	488.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MARCH 2024 LEGAL SERVICES	213.50
			TOTAL:	735.64
INVALID DEPARTMENT	TIF 9 BLOCK 28	SRF CONSULTING GROUP INC	HASTINGS RELOCATION-BLOCK	1,574.82
			TOTAL:	1,574.82
PUBLIC WORKS	2023 IMPROVEMENTS	MSA PROFESSIONAL SERVICES, INC.	2023 RECON AS-BUILTS	649.50
			TOTAL:	649.50
PUBLIC WORKS	WATER	IN CONTROL, INC.	WATER TOWER REPAIRS	955.50
		FULL SERVICE BATTERY, INC.	BATTERIES, KITS	520.95
		SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	79.92
		HOMETOWN ACE HARDWARE	MOPHEAD, CLEANER, STRIPS, WIP	38.27
			BRUSH, MULTIMIX CONTAINER	6.68
			SCOUR PADS, ERASER	12.80
			SPACKLE	13.01
		JOSHUA SIRINEK	SIRINEK CLOTHING - JEANS	55.00
		GRAPHIC DESIGN	UB STATEMENTS/POSTAGE	228.00
			UB STATEMENTS/POSTAGE	1,148.99
		TERRYS HARDWARE, INC.	PADLOCK	165.48
			FLUORESCENT TUBES	19.58
			TOTAL:	3,244.18
PUBLIC WORKS	WASTEWATER	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	56.94
		HOMETOWN ACE HARDWARE	PULLER GEAR	9.29
			SNAP IRON	5.57
		POMP'S TIRE SERVICE, INC.	TIRES, CAP, CASINGS	1,109.78
		GRAPHIC DESIGN	UB STATEMENTS/POSTAGE	228.00
		MN POLLUTION CONTROL AGCY	SPAGNOLETTI WW LIC RENEW	23.00
		TERRYS HARDWARE, INC.	LUBRICANT, TAPE, HOSES	55.35
			TOTAL:	1,487.93
PUBLIC WORKS	STORM WATER UTILIT	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	59.26
		HOMETOWN ACE HARDWARE	CONCRETE MIX	22.29
		GRAPHIC DESIGN	UB STATEMENTS/POSTAGE	228.00
			TOTAL:	309.55
PARKS & RECREATION	ARENA	SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	34.79
			TOTAL:	34.79
PUBLIC WORKS	HYDRO ELECTRIC	AVANT ENERGY, INC.	ANNUAL FEE/RETS FEE	1,452.09
		PREMIUM WATERS, INC.	WATER COOLER	14.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	MAY 2024 LTD PREMIUM	7.10
			TOTAL:	1,473.19
MISCELLANEOUS	VEHICLE AND EQUIP	BAYCOM INC	PD VEHICLE DOCKS (QTY 3)	597.00
		BOYER FORD TRUCKS/DBA TRANSWEST TRUCK	TRUCK CHASSIS	126,293.00
		HASTINGS FORD	FORD POLICE INTERCEPTOR SU	42,349.52
		NORTHERN SAFETY TECHNOLOGY	NEW ENG TRUCK LIGHTBARS	560.00
			TOTAL:	169,799.52
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	LEVANDER GILLEN & MILLER PA	MARCH 2024 LEGAL SERVICES	231.50
			MARCH 2024 LEGAL SERVICES	44.00
			MARCH 2024 LEGAL SERVICES	132.00
			MARCH 2024 LEGAL SERVICES	1,631.50
			MARCH 2024 LEGAL SERVICES	13.50

VIII-01



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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MARCH 2024 LEGAL SERVICES	681,500	<b>VIII-01</b>
TOTAL:		2,734.00

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===== FUND TOTALS =====
101 GENERAL                107,442.98
200 PARKS                   4,589.04
205 CABLE TV                 2.69
210 HERITAGE PRESERVATION    5.14
213 FIRE & AMBULANCE        19,084.49
220 LEDUC HISTORIC ESTATE    2.52
407 HEDRA                    735.64
413 TIF 9 BLOCK 28          1,574.82
483 2023 IMPROVEMENTS       649.50
600 WATER                    3,244.18
601 WASTEWATER               1,487.93
603 STORM WATER UTILITY     309.55
615 ARENA                     34.79
620 HYDRO ELECTRIC           1,473.19
703 VEHICLE AND EQUIP FUND  169,799.52
807 ESCROW - DEV/ENG/TIF-HRA 2,734.00
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GRAND TOTAL:                313,169.98
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*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: April 1, 2024**  
**Item: Approve Lawful Gambling Premises Permit Renewals**

**Council Action Requested:**

Approve the attached resolution approving Lawful Gambling Premises Permit Renewals for the organizations listed below.

<b>American Legion Post 47</b>	American Legion, 50 Sibley Street
<b>AmVets Post 1 of Mendota</b>	3475 Vermillion Street
<b>Climb Theatre</b>	Pub 55, 880 Bahls Drive The Bar Draft House, 2101 Vermillion Street
<b>Miesville Lions Club</b>	Bierstube, 109 11 <sup>th</sup> Street W.
<b>VFW Post 1210</b>	2 <sup>nd</sup> Street Depot, 320 2 <sup>nd</sup> Street E

**Background Information:**

The organizations above have submitted requests to renew their Lawful Gambling Premises Permits.

**Financial Impact:**

N/A

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

**RESOLUTION APPROVING LAWFUL GAMBLING  
PREMISES PERMIT RENEWALS**

**WHEREAS**, the City has received and reviewed application for the renewal of premises permits;  
and

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

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, that the  
following renewals are approved for April 1, 2024 – March 31, 2025.

<b>American Legion Post 47</b>	American Legion, 50 Sibley Street
<b>AmVets Post 1 of Mendota</b>	3475 Vermillion Street
<b>Climb Theatre</b>	Pub 55, 880 Bahls Drive The Bar Draft House, 2101 Vermillion Street
<b>Miesville Lions Club</b>	Bierstube, 109 11 <sup>th</sup> Street W.
<b>VFW Post 1210</b>	2 <sup>nd</sup> Street Depot, 320 2 <sup>nd</sup> Street E

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 15<sup>TH</sup> DAY OF  
APRIL 2024.**

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

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



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Paige Marschall Bigler, Recreation Program Specialist**  
**Date: April 15, 2024**  
**Item: Accept Donation to the Parks and Recreation Department**

**Council Action Requested:** Council is asked to accept a donation in the amount of \$800.00, made to the Parks and Recreation Department and has designated that this donation be used for a memorial bench in a City Park or on a City Trail.

**Background Information:** The Milliren family has made this donation to be used for a Memorial Bench in a City Park or on a City Trail.

**Financial Impact:**

Increase the Parks and Recreation donation account by \$800.00

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

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

**WHEREAS**, The Milliren family has presented to the City Parks & Recreation Department a donation of \$800.00 and has designated that this donation be used for a Memorial Bench in a City Park or on a City Trail; and

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

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

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

Adopted this 15<sup>th</sup> day of April, 2024.

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

ATTEST:

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



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Paige Marshall Bigler, Recreation Program Specialist**  
**Date: April 15, 2024**  
**Item: Special Event Designation – Historic Hastings Car Shows**

**Council Action Requested:**

Designate the Historic Hastings Car Shows as Special Events with the following conditions recommended by City staff.

**Background Information:**

The Downtown Business Association (DBA) is planning for the 2024 Car Show events. The event dates will be the 3<sup>rd</sup> Sunday of each month: May 19, June 16, July 21, August 18, September 15 and October 13 from 11:00 a.m. to 4:00 p.m. The event has the same footprint as previous years.

**Traffic Management Conditions:**

- Street closure of the area barricaded in red (reference map) from 9:00 a.m. – 5:00 p.m. for event. Sibley St. should stay open until 9:30 a.m. to allow for public parking and Legion access. This would be consistent with previous Car Shows.
- Event Organizers will post ‘No Parking’ signs 24-hrs. prior to the event.
- Hastings Police will tag/tow any cars in restricted area starting at 9:00 a.m. This is consistent with other special events.
- Area to block-off include: 2<sup>nd</sup> Street from Tyler Street to the cross street near The Lock and Dam Eatery. Ramsey Street from Oliver’s Grove Park to the Levee Park Entrance. Sibley Street from Level Up Games area to the Alley by the previous ‘Onion Grille’ restaurant.
- Barricade at 3<sup>rd</sup> Street and blocking the East Frontage Road. Barricade can open as the show ends for exiting traffic.
- Volunteers will direct cars to appropriate open parking spaces on 2<sup>nd</sup>, filling from end to end then filling the center of 2<sup>nd</sup> between Sibley and Tyler. When full, volunteers will place street barricades, blocking the entrance.
- Volunteers will direct cars North on Tyler St. and shown other public parking areas nearby.
- Hastings Police Department will continue to provide Reservists and Police Officers for the Car Show events.

**General Conditions:**

- The Hastings Parks Department will provide 5 picnic tables under the HWY 61 bridge south of 2<sup>nd</sup> St. next to the artwork area and 3 picnic tables on the Levee Park sidewalk area near the public restrooms; allowing for proper handicap access.

- Event Organizers will coordinate for a food truck and tent under the bridge (where picnic tables are placed) and on 2<sup>nd</sup> street under the bridge. The truck window will face west so guests line up on the sidewalk and not the street.
- DBA to provide additional trash and recycling receptacles for attendees.
- DBA to provide portable bathrooms for attendees.
- Levee Park restrooms will be cleaned and stocked Sunday mornings by Parks Department Staff. Restrooms are on an automated timer unlocked 7:00 a.m. – 10:00 p.m. daily, unless an issue arises.
- No extra dates be added to this request; only dates specified.
- No vehicles newer than 1985 allowed in designed event area.
- No animals (unless certified service animals) allowed in designed event area.

**Financial Impact:**

The DBA has been the main organizer of these events, there are some City resources used including Police Reservists and a full-time Police Officer to assist.

**Advisory Commission Discussion:**

n/a

**Council Committee Discussion:**

n/a

**Attachments:**

- 2024 Car Show Special Event Application
- 2024 Car Show Map & Route

# Special Event Permit Application

Parks & Recreation Department  
920 10<sup>th</sup> Street West  
Hastings, MN 55033  
651-480-6175



VIII-04

A Special Event Permit is required for events who wish to exclusively use City Property and/or require City services to ensure safety and coordination. A Special Event is defined as any race, concert, community celebration, fundraiser, dance, car show, large assembly, or other Special Event on City property that has received City Council approval. Please see our Special Event Policy for additional information at [www.hastingsmn.gov](http://www.hastingsmn.gov)

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## APPLICATION CHECKLIST:

Application must be submitted at least sixty (60) days prior to the event.

It is our goal to provide event organizers guidance in planning safe and successful events.

- Special Event Permit Application
- Site Map of Proposed Areas of Impact
  - Run/Walk Routes, Parade Routes, Downtown Event, Concert/Performance Staging, etc.
- Certificate of Insurance
  - Please see section regarding insurance on page 8.

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## APPLICATION PROCESS:

- Submit the completed application packet to the Parks & Recreation Department.
- Allow 14 business days after application has been received for review.
- If additional information is required, the applicant will be contacted by City Staff.
- Once initial review is complete, all supporting documents must be submitted by event organizer.
- Once all queries are concluded, the application must go before City Council for final approval.
- Throughout the City Staff review process, the Event Coordinator will work with the Deputy City Clerk for additional required licensing in conjunction with the event.

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## CONTACT INFORMATION:

**Paige Marschall Bigler**, Recreation Programming Specialist

[pmarschall@hastingsmn.gov](mailto:pmarschall@hastingsmn.gov)

651-480-6182

- Special Event Application
- Park Rentals

**Emily King**, Deputy City Clerk

[eking@hastingsmn.gov](mailto:eking@hastingsmn.gov)

651-480-2343

- Additional Licensing
  - Mobile Food Units, Temporary Liquor Licensing, Temporary Gambling Licensing, Temporary Vendors



**Organization Information** (if applicable)

Organization:
Primary Phone Number:
Website Address:

**Event Organizer**

Name and Title:
Mailing Address:
Primary Phone Number:
Email Address:
On-Site Contact:
Primary Phone Number:
Email Address:

**General Event Information**

Event Name:
Type of Event: <input type="checkbox"/> Race/Run/Walk <input type="checkbox"/> Downtown Event <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Fundraiser <input type="checkbox"/> Other: _____
Event Description in Detail: _____ _____ _____ _____
Is this an annual event?    _____ Yes    _____ No
Is this a multi-day event?    _____ Yes    _____ No
Event Start Date: _____    Event End Date: _____
Is the event open to the public or private? <input type="checkbox"/> Public <input type="checkbox"/> Private

Is there an admission fee? _____ Yes _____ No
What is the anticipated attendance?
What was the previous year's attendance?
Where will the event be located? _____ _____
A Park Rental Permit is required for events located within a City Park. Contact the City of Hastings Parks and Recreation Department for park facility availability information: 651-480-6175.

### **Event Set-Up and Tear Down**

How many days will your organization require to: Set-Up: _____ Tear Down: _____	
Event Set-Up Date: _____	Event Set-Up Time: _____ to _____
Event Start Date: _____	Event Start Time: _____
Event End Date: _____	Event End Time: _____
Event Tear Down Date: _____	Event Tear Down Time: _____ to _____

### **Staging Details**

The following items will be used at the event (please mark all that apply):	
<input type="checkbox"/> Amplified Sound / Music / Live Entertainment	<input type="checkbox"/> Tents/Canopies <input type="checkbox"/> Stage(s)
<input type="checkbox"/> Other _____	
<i>If any of the above items will be used, please indicate their location on your attached Site Plan / Map. Use of the above items may require the Event Organizer to meet ADA Regulations.</i>	

### **Parking Details**

Please describe Public Parking Arrangements for attendees, staff & volunteers. <i>(Please indicate location(s) on Site Plan / Map)</i> _____ _____ _____ _____
--

**Portable Restrooms**

Event Organizers are responsible for the event cleaning of existing on-site portable restrooms as well as the rental and fees associated of any additional portable restrooms and/or hand-washing stations with a vendor of their choice to support their event. Use of these items may require the Event Organizers to meet ADA Regulations. *(Please indicate location(s) of portable restrooms on Site Plan / Map)*

Company Name:

Contact Phone Number & Email:

**Waste Removal**

Event Organizers are responsible for arranging the removal of all waste related to the event and related fees. This includes but is not limited to, emptying of trash bins and removal of waste from the event site. Event organizers must work with a vendor to support their event. *(Please indicate location(s) of waste removal bins on Site Plan / Map)*

- All paper and cardboard, cartons, glass bottles and jars, metal cans, and plastics labeled #1, #2 and #5 must be properly sorted and recycled.
- Each trash container must have a recycling container within 10 feet. The City of Hastings has portable recycling and trash containers that can be checked out for free of charge. Please email violet.penman@rosemountmn.gov for more information.
- Applicant must educate all event staff, volunteers, event vendors, and housekeeping/custodial contractors using the enclosed [Recycle Right Guide](#).

Company Name:

Contact Phone Number & Email:

**Organics**

1. Will the event have at least 300 attendees?	_____ Yes _____ No
2. Will the event generate at least 1 ton (8 cubic yards) of trash per location (e.g. each sporting tournament location)?	_____ Yes _____ No
3. Will the event generate food scraps back-of-house (e.g. non-public food-prep areas)?	_____ Yes _____ No

**If yes to all three organics criteria, the event is required to collect food scraps.**

Please contact the Solid Waste & Recycling Coordinator, Violet Penman, violet.penman@rosemountmn.gov or 612-268-9097 to discuss the following:

What will vendors use for back-of-house food scraps collection? *Dakota County has collection resources available.*

How are food scraps collected from vendors for delivery to an organics facility?

**Fire Department Services**

Event Organizers are responsible for coordinating event safety and emergency coverage with the Hastings Fire Department. The Fire Department will determine if and how many fire resources will be required at an event. All Fire Department costs associated with the event are at the responsibility of the event organizer.

- Event will include tents and/or canopies:
- Tents and Canopies over 200 square feet
  - Other \_\_\_\_\_

- Event will host the use of:
- Fireworks/Pyrotechnics (*a firework display permit is required*)
  - Other \_\_\_\_\_

**Police Department Services**

Event Organizers are responsible for coordinating event security and emergency coverage with the Hastings Police Department. The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.

- Event will require traffic control:
- Event ingress/egress
  - Street Closures
  - Other \_\_\_\_\_

**Notice of Temporary Street Closure**

The City of Hastings requires that all affected residents/businesses both on adjacent to a proposed street closure be notified of such a street closure. A notification letter may be required to be sent to businesses and residents in the affected event areas.

**Site Plan / Map Instructions**

All site plans/maps must be submitted along with the application.

- Site plans/maps must include a directional sign showing North, South, East, and West.
- Site plans/maps must also include a key showing the use of symbols for people, vehicles, tent(s)/canopies, stage(s), platform(s), barricades, Mobile Food Unit and Vendor staging, Portable Restrooms, Waste Collection, etc.
- Site plan/map should also show any proposed signage.

**Street Closures**

Please keep in mind that streets/sidewalks must be closed from intersection to intersection; street cannot be closed mid-block. Event Organizer is responsible for posting Temporary 'No Parking' signs according to requirements.

Please list the streets/sidewalks, from intersection to intersection; you are requesting to close for your event. Your Site Plan/Map must show all streets and closures. Street closures are subject to review and approval by the Hastings Police and Public Works Departments.

Space is provided for four (4) entries. If you need more space, please attach an additional sheet of paper with the requested information.

(1) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

(2) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

(3) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

(4) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

**Barricade Equipment**

Does the Host Organization have its own barricade equipment?  Yes  No

If not, please indicate how the Host Organization will meet all required barricade requirements.

*\*The companies listed below are barricade providers and not recommendations of the City\**

Host Organization will rent barricade equipment from a private company from the list below.  
(In alphabetical order)

Host Organization will set-up and tear down barricade equipment.

Private company will set-up and tear down barricade equipment.

<b>Geyer Signal</b>	<b>Safety Signs of MN</b>	<b>Warning Lites</b>
<a href="https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc">https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc</a>	<a href="https://www.safetysigns-mn.com/">https://www.safetysigns-mn.com/</a>	<a href="https://www.warninglitesmn.com/">https://www.warninglitesmn.com/</a>
Phone: 320-253-9005	Phone: 952-469-6700	Phone: 612-521-4200
4205 Roosevelt Road St. Cloud, MN 56301	19784 Kenrick Avenue Lakeville, MN 55044	4700 Lyndale Avenue North Minneapolis, MN 55430

**Miscellaneous**

\_\_\_\_\_ The event organizer(s) will be applying to serve intoxicating liquor.

- Please complete the supplemental form on page 9.

\_\_\_\_\_ The event organizer(s) will be applying for a temporary gambling permit.

\_\_\_\_\_ This event will have vendors selling goods, wares, products, merchandise, etc.  
Downtown Business Association will be selling merchandise

\_\_\_\_\_ This event plans to have a petting zoo, pony rides, etc.

- Please indicate the location on the Site Map. It will also be required that the event provides a portable hand-washing station.

## Indemnification Agreement

Host Organization and/or Event Organizer agree, in consideration of the granting of this application and Special Event Permit for:

\_\_\_\_\_ to be held on \_\_\_\_\_  
*Event Name* *Event Date(s)*

by \_\_\_\_\_ of \_\_\_\_\_  
*Event Organizer/Primary Applicant* *Host Organization*

Host Organization and/or Event Organizer(s) hereby agrees to defend, indemnify and hold harmless the City of Hastings ("City"), and the City's employees, officers, managers, agents, council members, and volunteers from and against any and all losses, damages, claims for damage, liability, lawsuits, judgement expense and cost(s) however caused, resulting from, arising out of, or in any way related to the Applicant's event as herein described, from any injury of death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Event Permit regardless of where the injury, death, or damage may occur, unless injury, death, or damage is caused by the sole negligence of willful misconduct of the City. Nothing in this Agreement is to be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled to by law, including, but not limited to, the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

Host Organization and/or Event Organizer(s), at their sole cost and expense, agrees that it will maintain in full force and effect, for the duration of the event and term of this Agreement, liability insurance with a minimum per occurrence liability limit of \$2,000,000. The City must be named as an additional insured on the insurance policy, and the policy must contain a stipulation that the Applicant's insurer will provide ten (10) days' prior written notice to the City of a cancellation of the required insurance policy. The insurance shall be carried by a solvent and responsible insurance company that is licensed to do business in the State of Minnesota. A certificate of insurance, signed by the authorized representative of the insurance company, evidencing compliance with the required liability insurance amount must be provided to the City by the Applicant prior to the event. The City reserves the right to modify the insurance requirements at its sole discretion based on the nature and scope of the Applicant's proposed event.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

# Applicant Agreement

VIII-04

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Please read each statement. Initialing next to each statement indicates your understanding and agreement of the statement.

\_\_\_\_\_ Host Organization and/or Event Organizer(s) agrees upon request to provide a Liability Insurance Certificate providing evidence of general liability insurance coverage in a minimum of \$1,000,000 combined single limit and a minimum \$2,000,000 aggregate limit, If food or non-alcoholic beverages are sold or provided at the event the insurance policy shall also include an endorsement for product liability in an amount not less than \$1,000,000.

\_\_\_\_\_ Host Organization and/or Event Organizer(s) agrees, upon request, to submit a Security Plan setting forth the proposed security measures to be taken to protect the health, safety, and welfare of the participants, spectators, bystanders, and passerby. This plan will be reviewed by the Hastings Police Department who may require alterations to the plan. Security measures may include but are not limited to the hiring of Hastings Police Officers at the expense of the Event Organizer.

\_\_\_\_\_ Host Organization and/or Event Organizer(s) agrees, upon request, to provide a copy of their Determination Letter, as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a tax-exempt, non-profit and/or charitable organization.

\_\_\_\_\_ Host Organization and/or Event Organizer(s) agrees to notify all residents and businesses that will be affected by street/sidewalk closures and/or amplified sound.

\_\_\_\_\_ Host Organization and/or Event Organizer(s) agree to supply 'No Parking' signs, barricades, cones, and/or warning signs and to situate them in such a position that the street closure may be maintained in a safe and orderly manner.


\_\_\_\_\_ Host Organization and/or Event Organizer(s) agree to work with City Staff to ensure appropriate licensure is completed for the event including: Park Rental(s), Mobile Food Units, Vendors, Intoxicating Liquor, Temporary Gambling, etc.

\_\_\_\_\_ Host Organization and/or Event Organizer(s) agree that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Special Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Hastings or any conditions or restrictions imposed upon the permit by the City of Hastings, is cause for revocation of the Special Event Permit.

By signing below, Host Organization and/or Event Organizer indicate understanding and agreement to the above statements.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**PLEASE COMPLETE IF INTOXICATING LIQUOR WILL BE SERVED AT THE EVENT**

**Intoxicating Liquor** (please check one)

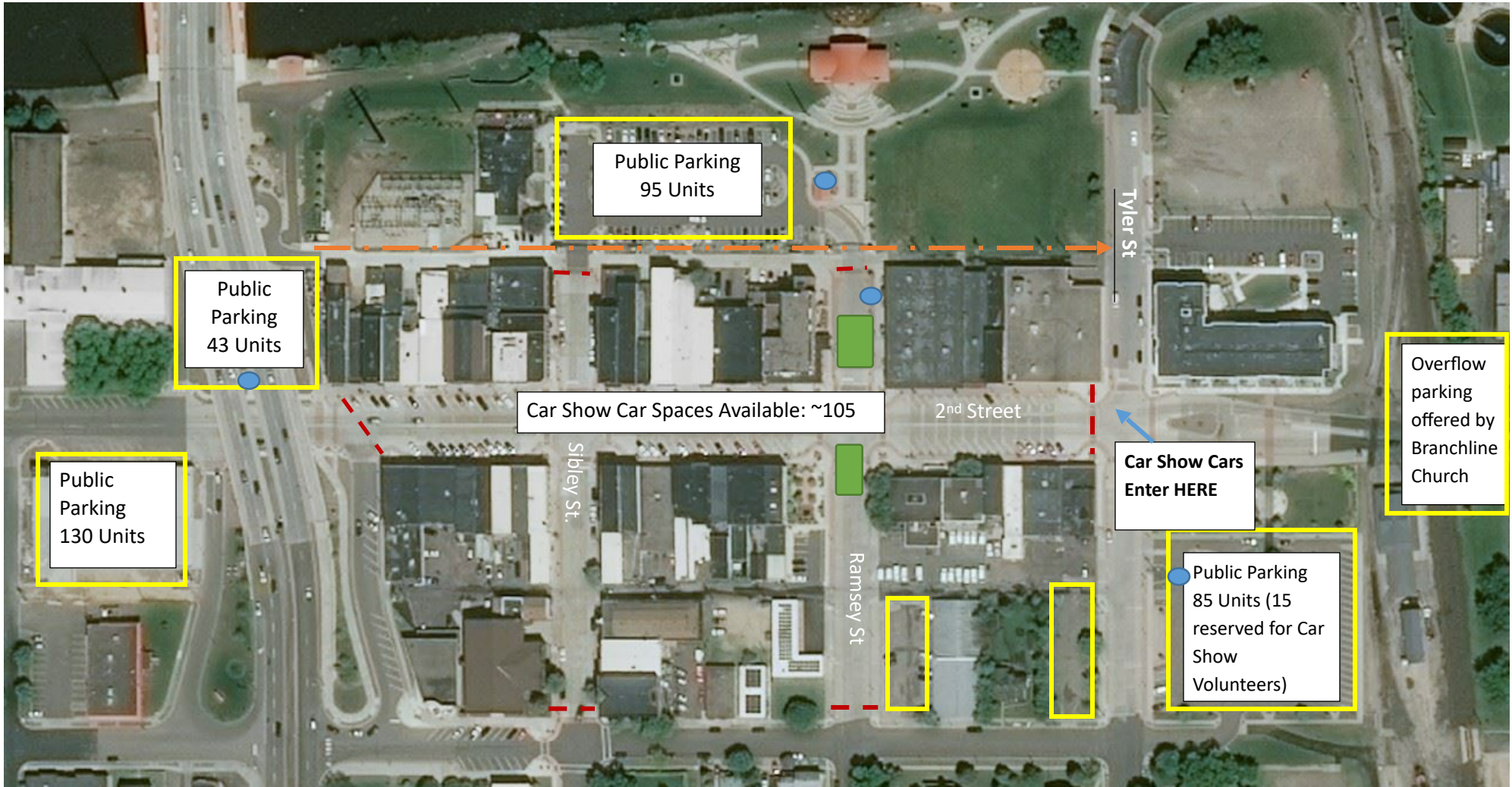
- An establishment within the City of Hastings holding an active Caterer’s Permit will be providing and serving liquor.
- The establishment must provide a current copy of their certificate of insurance including sales off premises. The City of Hastings must be listed as additional insured.
  - Please note if an establishment plans to serve liquor under their caterer’s permit, they must also serve food at the event.

Establishment / Permit Holder: \_\_\_\_\_

- A Temporary Intoxicating Liquor License will be requested.
- Only issued to charitable, religious, or nonprofit organizations in existence for at least three (3) years.
  - Application must be submitted at least 60 – days prior to the event.
  - Must be approved by City Council.
  - Liquor Liability insurance is required. Additional information listed below.

**Special Event Liquor License Requirements**

1. **Area.** Alcohol may be served by the Applicant within the Premises, at a location designated on the site map attached to the application. Liquor shall be confined to a specified area and the applicant must provide delineation and signage stating “No Alcohol Beyond This Point” between the specified area and the additional event space to discourage taking alcohol outside of the specified area.
2. **Compliance Inspection.** The applicant acknowledges that as a liquor license holder for the event, it is subject to Hastings City Code §111.13, subd. B, subd. 6, which authorizes that all premises from which intoxicating liquor is offered at on-salt, are subject to inspection for alcohol compliance by any peace officers or health officers.
3. **Identification Bracelets.** The applicant shall provide at no charge liquor identification bracelets in the area as required by City Staff. The applicant will permit no one to consume liquor unless they are wearing an identification bracelet, and will be responsible for the issuance of bracelets. The bracelets will be issued only to those who are legally entitled to consume intoxicating liquor.
4. **Insurance.** The City requires any function selling / serving intoxicating liquor through a temporary liquor license must provide Liquor Liability insurance for the day(s) of the event in the form and amounts as required by M.S. §340A. Proof of insurance must include the use of the facility or any parking lot used for alcohol service. The certificate must list the City of Hastings as an additional insured.
5. **Law Enforcement Officer.** The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.
6. **Exclusions.** Glass beverage containers are not allowed within City Parks.



**Street Barricades**

**Public Parking**  
*All Public Parking lots have accessible parking spaces reserved.*

**Food Trucks**

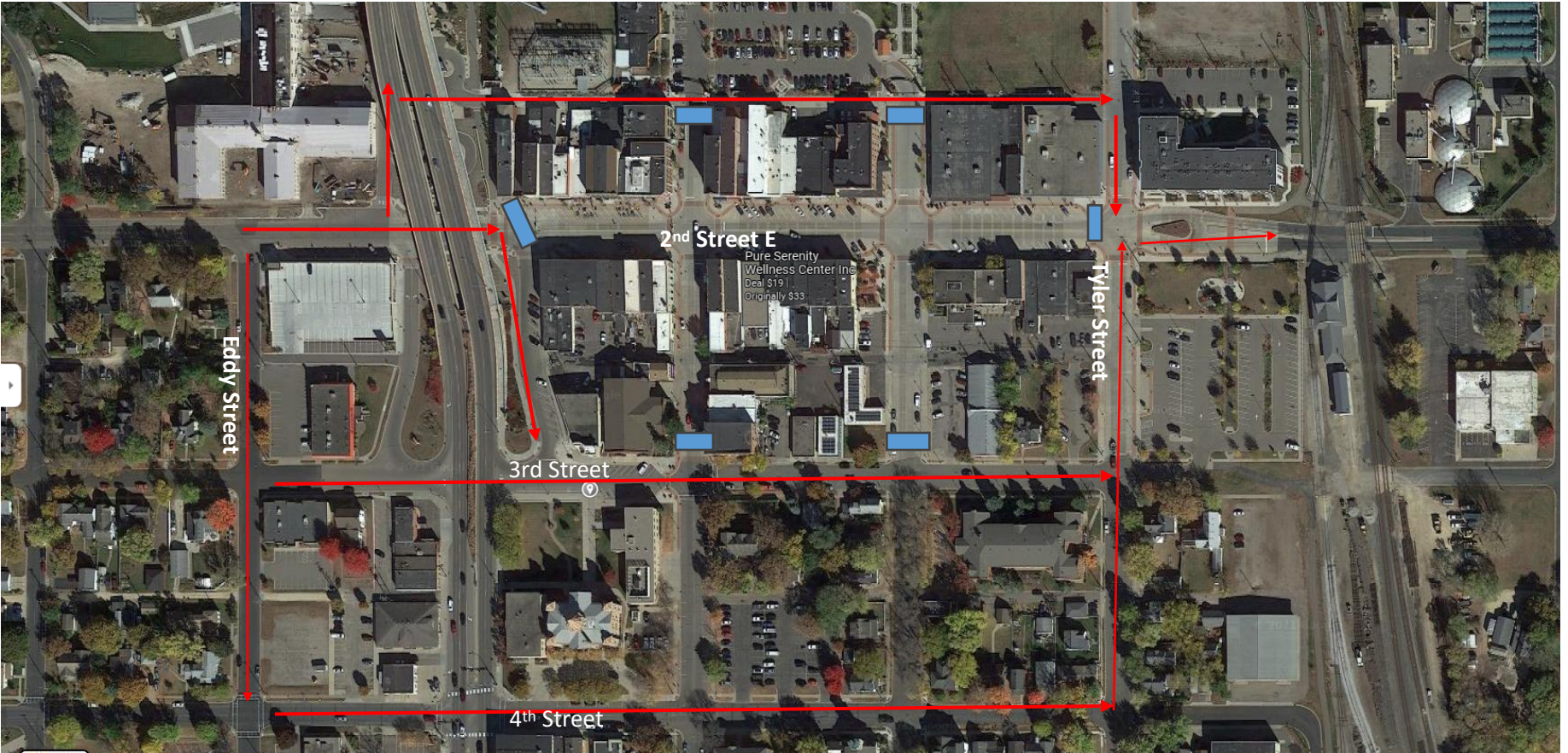
**Restrooms**

**One way traffic**

If you would like to display your car at the Historic Hastings Car Show, please follow the guidelines below:

- Spaces are available on a first come, first serve basis.
- Please enter the event area on Tyler & 2<sup>nd</sup>
- Gates open at 10:00 a.m.
- Classic cars from 1985 and older.





Street Barricades



Route options



*City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers  
**From:** John Hinzman, Community Development Director  
**Date:** April 15, 2024  
**Item:** Authorize Signature: Stormwater Maintenance Agreement – Storage Werks –  
2489 Spiral Blvd

**Council Action Requested:**

Authorize signature of the attached Stormwater Maintenance Agreement between the City and Legacy Crossing LLC. for Storage Werks Mini Storage located at 2489 Spiral Blvd. Approval requires a simple majority of Council.

**Background Information:**

The City Council approved the Site Plan for Storage Werks on March 18, 2024 subject to execution of a Stormwater Maintenance Agreement. The agreement establishes parameters for stormwater maintenance and allows for City access to conduct maintenance in certain circumstances.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Location Map
- Stormwater Management Agreement



Site Location



*(Reserved for Recording Data)*

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**STORMWATER MANAGEMENT FACILITIES AGREEMENT, DRAINAGE AND UTILITY EASEMENT AND PERMANENT ACCESS EASEMENT AGREEMENT**

This Stormwater Management Facilities Agreement, Drainage and Utility Easement and Permanent Access Easement Agreement (“Agreement”) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Legacy Crossing L.L.C., a Minnesota limited liability company (“Developer”).

WHEREAS, Developer is the fee owner of certain real property situated in the City of Hastings, County of Dakota, State of Minnesota legally described as follows:

Lot 2, Block 1, RIES ADDITION, Dakota County, Minnesota.

*Abstract Property*  
PID: 19-63700-01-020

(the “Property”); and

WHEREAS, Developer has obtained the approval of the City for the development of the Property for a mini-storage facility which requires Stormwater Management Facilities; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located outside the public road right-of-way; and

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as depicted on the Stormwater Management Facilities and Drainage and Utilities Easement Depiction on **Exhibit A**, attached hereto; and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities as well as providing the City with a Drainage and Utility Easement and an Access Easement to the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**A. STORMWATER MAINTENANCE FACILITIES AGREEMENT AND DRAINAGE AND UTILITY EASEMENT**

1. Construction and Maintenance of Stormwater Management Facilities. The Developer agrees to construct the Stormwater Management Facilities according to the construction plans drawn by Johnson & Scofield Inc. dated February 19, 2024 (“Plans”), and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall include but is not limited to compliance with the Stormwater BMP Inspection and Maintenance Plan (“Inspection Plan”) attached as **Exhibit B**, attached hereto. Developer shall submit an annual inspection report that complies with the Inspection Plan by September 30<sup>th</sup> of each year. If the required annual inspection report is not submitted to the City by September 30<sup>th</sup>, the City shall have the right to enter onto the property to conduct the annual inspection. If it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Developer agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. Failure to comply with the restoration ordered by the City shall be an event of default. The Developer further agrees that it will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

2. Developer’s Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Developer’s failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City.

3. Drainage and Utility Easement. The Landowner does hereby grant and convey unto the City, its successors and assigns, a permanent easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon that real property legally described on **Exhibit C** attached hereto (“Permanent D&U Easement”), also depicted on **Exhibit A**. The Permanent D&U Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent D&U Easement.



4. License and Assessment. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to act. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part. The Developer has conveyed to the City and the public a permanent drainage and utility easement, which is dedicated to the City, or its successors responsible hereunder, for purposes of inspecting and performing any necessary maintenance to the Stormwater Management Facilities. The Developer hereby waives any right to challenge the assessment and accepts that the work performed by the City is less than or equal to the benefit received.

5. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

## **B. PERMANENT ACCESS EASEMENT**

1. The Developer does hereby grant and convey unto the City, its successors and assigns, the following Permanent Access Easement which is legally described on **Exhibit D** and depicted on **Exhibit A**, attached hereto:

A permanent access easement for access purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon Developer's Property (the "Permanent Access Easement Area").

The Permanent Access Easement rights granted herein are forever and shall include, but not be limited to providing access under, over, across, through and upon the Permanent Access Easement Area to the Stormwater Maintenance Facilities above ground and below ground, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Access Easement Area or the Developer's Property prior to the date hereof.

## **C. GENERAL TERMS AND CONDITIONS**

1. Successors and Assigns. This Agreement shall run with the land and shall be binding upon Developer's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.



2. Developer Warranty. Developer warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms. Developer warrants and represents that it is well seized in fee of the Developer's Property described above, the Permanent D&U Easement, Permanent Access Easement Area and has good right to grant and convey the Permanent D&U Easement, Permanent Access Easement and the other rights and benefits herein to the City. The party signing on behalf of the Developer has been duly authorized by the entity to sign the Agreement and bind the entity. Developer 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 Developer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto have each been duly authorized by all necessary action on the part of Developer and such execution, delivery and performance does and will not conflict with or result in a violation of Developer's organizational agreement or any judgment or order. The execution, delivery and performance by Developer 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 Developer, 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 Developer is a party or by which it or any of its properties may be bound.

3. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

6. Consent. Developer consents to the recording of this Agreement.

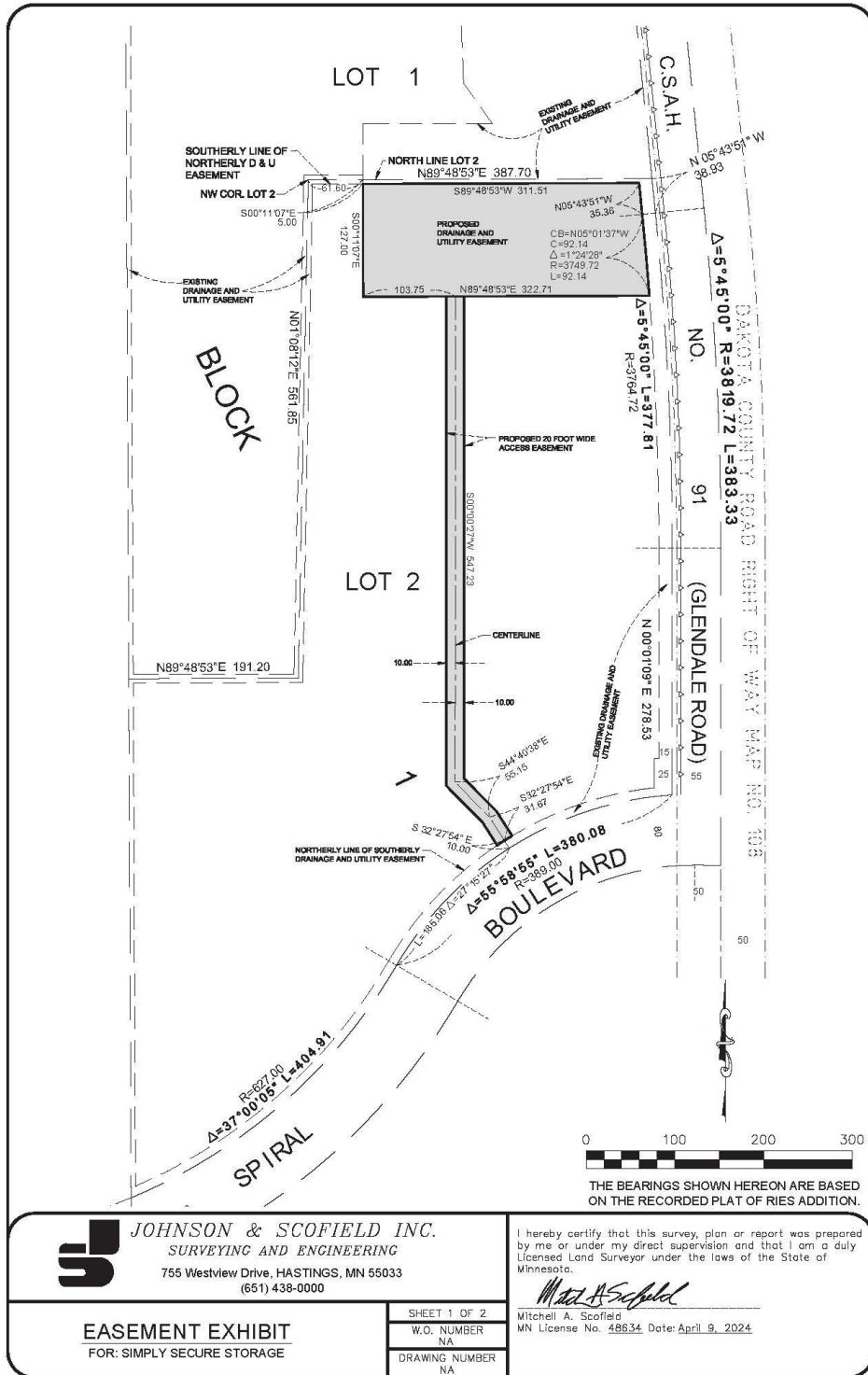
7. Limitation of Liability. Notwithstanding any other provision of this Agreement, in no event shall either party or any of their affiliates, by reason of any of their respective acts or omissions be liable whether in contract, tort, misrepresentation, warranty, negligence, strict



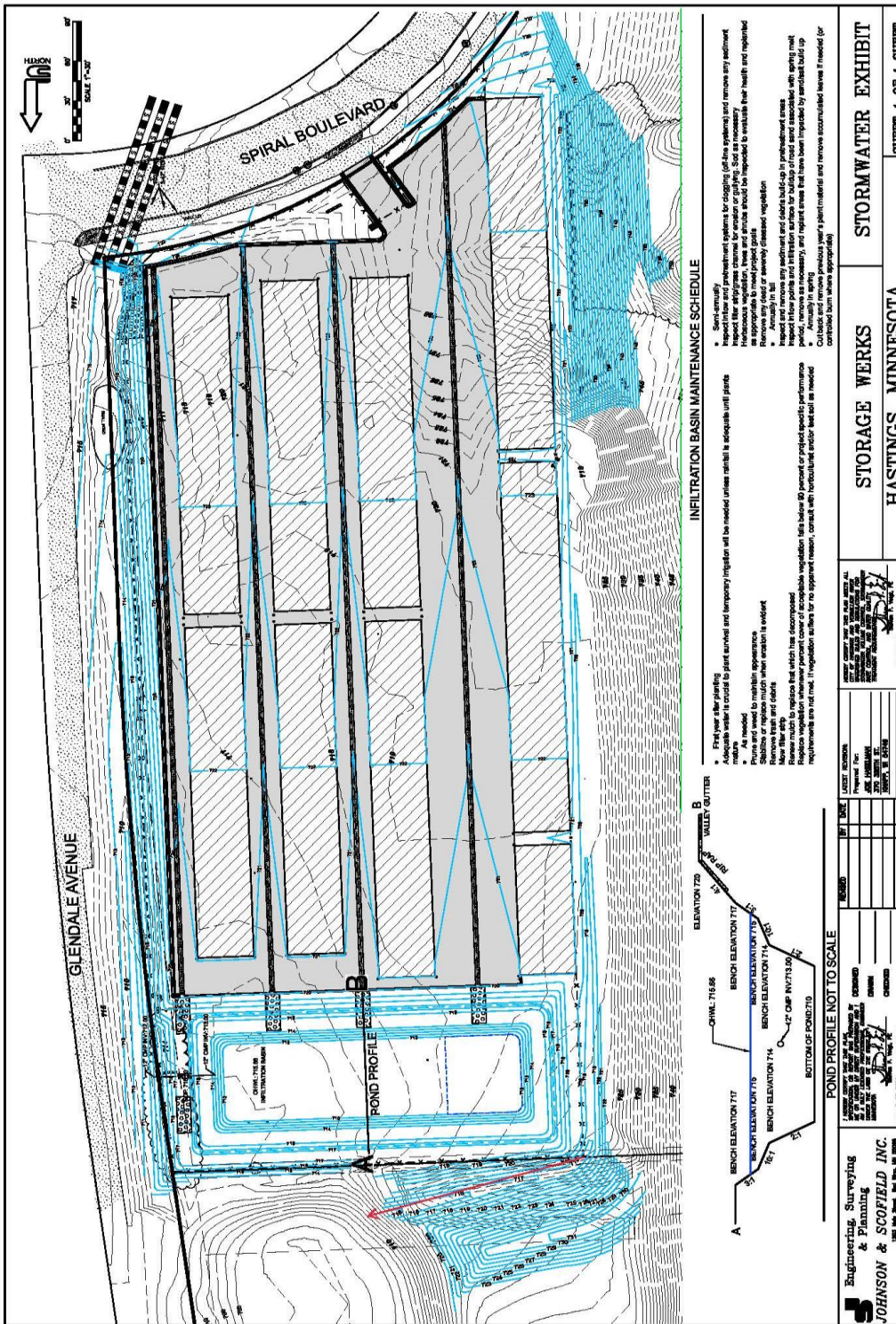




## EXHIBIT A STORMWATER MAINTENANCE FACILITIES, DRAINAGE AND UTILITY EASEMENT AND ACCESS EASEMENT DEPICTION



## EXHIBIT B STORMWATER BMP INSPECTION AND MAINTENANCE PLAN



**EXHIBIT C**  
**DRAINAGE AND UTILITY EASEMENT LEGAL DESCRIPTION**

An easement for drainage and utility purposes over, under and across that part of Lot 2, Block 1, RIES ADDITION, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 2; thence on an assumed bearing of North 89 degrees 48 minutes 53 seconds East, along the north line of said Lot 2, a distance of 61.60 feet; thence South 00 degrees 11 minutes 07 seconds East, a distance of 5.00 feet to the southerly line of the northerly drainage and utility easement on said Lot 2, as dedicated in said RIES ADDITION also being the point of beginning of the easement to be described; thence continue South 00 degrees 11 minutes 07 seconds East, a distance of 127.00 feet; thence North 89 degrees 48 minutes 53 seconds East, a distance of 322.71 feet to the westerly line of the easterly drainage and utility easement on said Lot 2, as dedicated in said RIES ADDITION; thence northerly, a distance of 92.14 feet, along said westerly line, along a nontangential curve concave to the west, having a central angle of 01 degrees 24 minutes 28 seconds, a radius of 3749.72 feet and a chord that bears North 05 degrees 01 minutes 37 seconds West; thence North 05 degrees 43 minutes 51 seconds West, along said westerly line and tangent to said curve, a distance of 35.36 feet to the southerly line of the northerly drainage and utility easement on said Lot 2, as dedicated in said RIES ADDITION; thence South 89 degrees 48 minutes 53 seconds West, along said southerly line, a distance of 311.51 feet to the point of beginning.

**EXHIBIT D**  
**ACCESS EASEMENT LEGAL DESCRIPTION**

A 20.00 foot wide easement for access purposes over, under and across part of Lot 2, Block 1, RIES ADDITION, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 2; thence on an assumed bearing of North 89 degrees 48 minutes 53 seconds East, along the north line of said Lot 2, a distance of 61.60 feet; thence South 00 degrees 11 minutes 07 seconds East, a distance of 5.00 feet to the southerly line of the northerly drainage and utility easement on said Lot 2, as dedicated in said RIES ADDITION; thence continue South 00 degrees 11 minutes 07 seconds East, a distance of 127.00 feet; thence North 89 degrees 48 minutes 53 seconds East, a distance of 103.75 feet to the point of beginning of the centerline to be described; thence South 00 degrees 00 minutes 27 seconds West, a distance of 547.23 feet; thence South 44 degrees 40 minutes 38 seconds East, a distance of 55.15 feet; thence South 32 degrees 27 minutes 54 seconds East, a distance of 31.67 feet to the northerly line of the southerly drainage and utility easement on said Lot 2, as dedicated in said RIES ADDITION.

The sidelines of said easement are to be prolonged or shortened to terminate at the northerly line of the southerly drainage and utility easement on said Lot 2, as dedicated in said RIES ADDITION and at a line bearing North 89 degrees 48 minutes 53 seconds East and South 89 degrees 48 minutes 53 seconds West from the point of beginning.





## *City Council Memorandum*

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

**From:** John Townsend, Fire Chief

**Date:** April 9, 2024

**Item:** Approve Agreement with Dive Rescue International to Host Training

**Council Action Requested:**

Approve Host Agreement

**Background Information:**

The agreement with Dive Rescue International is to host a swiftwater training program. The department has utilized this program in the past to bring swift water training to our community. The training this program provides will support our ability to respond to water related incidents. This includes flooding, and moving water, as well as swift water in the Vermillion River. Hosting the program allows for us to economically provide this training to our department as well as other agencies.

**Financial Impact:** none

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** 1. Host Agreement



**HOST AGREEMENT**

This is an agreement made on **March 25, 2024** between **Dive Rescue International** and the **City of Hastings Fire Department**. We agree, and our agencies agree, to be the host for the training course entitled **Swiftwater Rescue Combination** to be held in **Hastings, MN** on **July 15-19, 2024**.

**I understand Dive Rescue International will provide the following:**

- ❖ Qualified Instructor or Instructors.
- ❖ Registration of students and collection of tuition.
- ❖ Instructor fees, travel, and expenses.
- ❖ Custom training materials and/or textbooks.
- ❖ Specialized training equipment as required for the course.
- ❖ Customized brochure, marketing material and support.
- ❖ Screening of participants to ensure membership with a public safety agency.
- ❖ Instructor transportation to and from the airport and during his/her stay.
- ❖ Certificate of Completion awarded to students performing at an acceptable level.
- ❖ A one-time 10% discount for equipment purchased from Dive Rescue International. This purchase must be made within 90 days of the class and applies to current retail prices.

**Host responsibilities:**

- ❖ Complete and return all paperwork.
- ❖ Act as a contact for inquiries concerning local information.
- ❖ Promote and publicize the course to other public safety agencies.
- ❖ Arrange for all instructional facilities which include classroom, audio/visual equipment, and training sites, as outlined in the Program Information Guide.

I understand that the preferred class size for the **Swiftwater Rescue Combination** course is **20 participants**. The tuition for this course is **\$900** (US Funds) per student. A minimum of 10 students is required for this class to proceed as scheduled.

I understand that if I cancel the scheduled courses by **June 14, 2024**, I will have no financial obligation to Dive Rescue International. However, if cancellation is made after this date, I agree to compensate Dive Rescue International for any non-refundable preparation, shipping or travel expenses.

I have carefully read this statement and understand and accept my obligations as the host.

\_\_\_\_\_  
Amanda Mitchell  
Training Program Coordinator  
Dive Rescue International

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date



## ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** Ryan Stempski – Public Works Director/City Engineer  
**Date:** April 15, 2024  
**Item:** Authorize Signature of Xcel Energy Construction Agreement for 4 Street Light Poles

### **COUNCIL ACTION REQUESTED**

Council is requested to authorize signature of the attached Xcel Energy Construction Agreement to install 4 street light poles within the 2024 Neighborhood Infrastructure Improvements.

### **BACKGROUND INFORMATION**

The street light poles are located within the 2024 Neighborhood Infrastructure Improvement project area. The total cost of these 4 poles is \$18,044 upfront and \$5.59 per month per light for electricity and maintenance for 25 years. The 4 poles are necessary to come into compliance with our street light standard spacing.

### **STAFF RECOMMENDATION**

Staff is recommending that the City Council authorize signature of the Xcel Energy Construction Agreement to install 4 additional light poles withing the 2024 Neighborhood Infrastructure Improvements.

### **ATTACHMENTS**

- Xcel Energy Construction Agreement





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### Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Hastings**

Address: **101 4<sup>th</sup> Street East**

City: **Hastings**

State: **MN**

Zip Code: **55033**

Project charges of: **Eighteen thousand forty-four dollars and 00/100**

Dollars: **\$18,044.00**

In accordance with the following terms of payment: **Payment due 30 days after construction is completed.**

For Association or City of: **City of Hastings will be billed monthly rate per luminaire after installation, account #6960218.**

Streetlights/Facilities Location: **2024 Streetlight Additions: Highland Dr, Brittany Rd, 17<sup>th</sup> St W, and Brooke Ln.**

Rate Code: **A30 Pre-Pay Option 30-40W LED (3,000 Lumens, Labeled "A"). Current monthly rate is \$5.59 per luminaire.**

Service consisting of: **Pre-Pay Option rate includes electricity and maintenance for 25 years from installation.**

**Terms and Conditions listed in: MN ELECTRIC RATE BOOK RULES FOR APPLICATION OF STREET LIGHTING RATES.**

Installation of Company Owned streetlight facilities consisting of:	
<b><u>Designation of Lamps:</u></b>	<b><u>Number of Luminaries:</u></b>
Install new fiberglass poles and traditional streetlight fixtures.	4- 18' Direct Buried Fiberglass Poles Pole Color – Dark Bronze
Install cable and conduit by plow during construction, 562' #6 duplex secondary cable and 562' 1½ conduit.	4- LED Traditional Fixtures (3,000 Lumens) Fixture Color – Dark Bronze
If unable to plow, additional bore cost will be charged to city.	
Pole locations to be staked by the customer prior to installation.	
Restoration is not included in this contract.	
<b>Project charges valid for 60 days from signing of contract.</b>	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Customer: City of Hastings

Xcel Energy

By: \_\_\_\_\_

By: \_\_\_\_\_

By: Mary Fasbender, Mayor

Title: Christie A. Black, Operations Manager –

Kelly Murtaugh, City Clerk

Minnesota as authorized agent for Northern States Power Co.

<b>XCEL ENERGY USE ONLY</b>	Date: <b>03/20/24</b>	Div: <b>Newport</b>
Xcel Energy Outdoor Project Coordinator:	<b>Angela Adesoro</b>	
Xcel Energy Project Number:	<b>SAP Notification #14372841</b>	
Customer Charges Paid:		



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## TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

1. **Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
2. **Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege, and easement to install, operate and maintain its facilities, including underground facilities, on the property.
3. **Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3<sup>rd</sup> party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
4. **Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
5. **Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.



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7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil, so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod, or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described **Terms and Conditions listed in: MN ELECTRIC RATE BOOK RULES FOR APPLICATION OF STREET LIGHTING RATES**, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer monthly for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company because of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. Company shall repair, replace, or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall Company



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ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes, thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety, or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement, nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants it has the authority to grant, and hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title, or interest in any portion of the Work or Company's equipment, or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the private property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lien able by



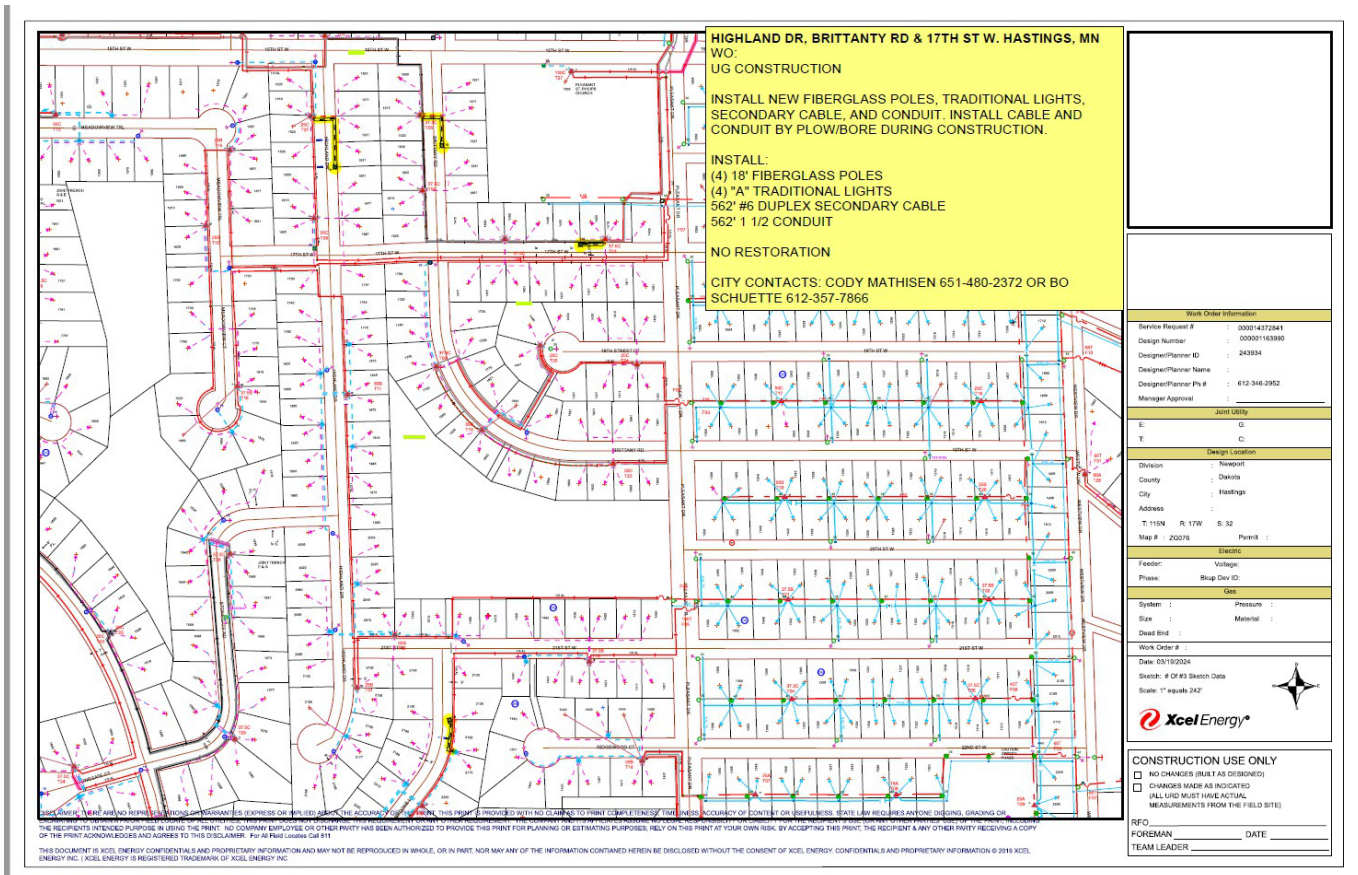


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Customer or any other party. Further, Company may remove, repair, and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

**26. Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed invalid, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of law's provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.

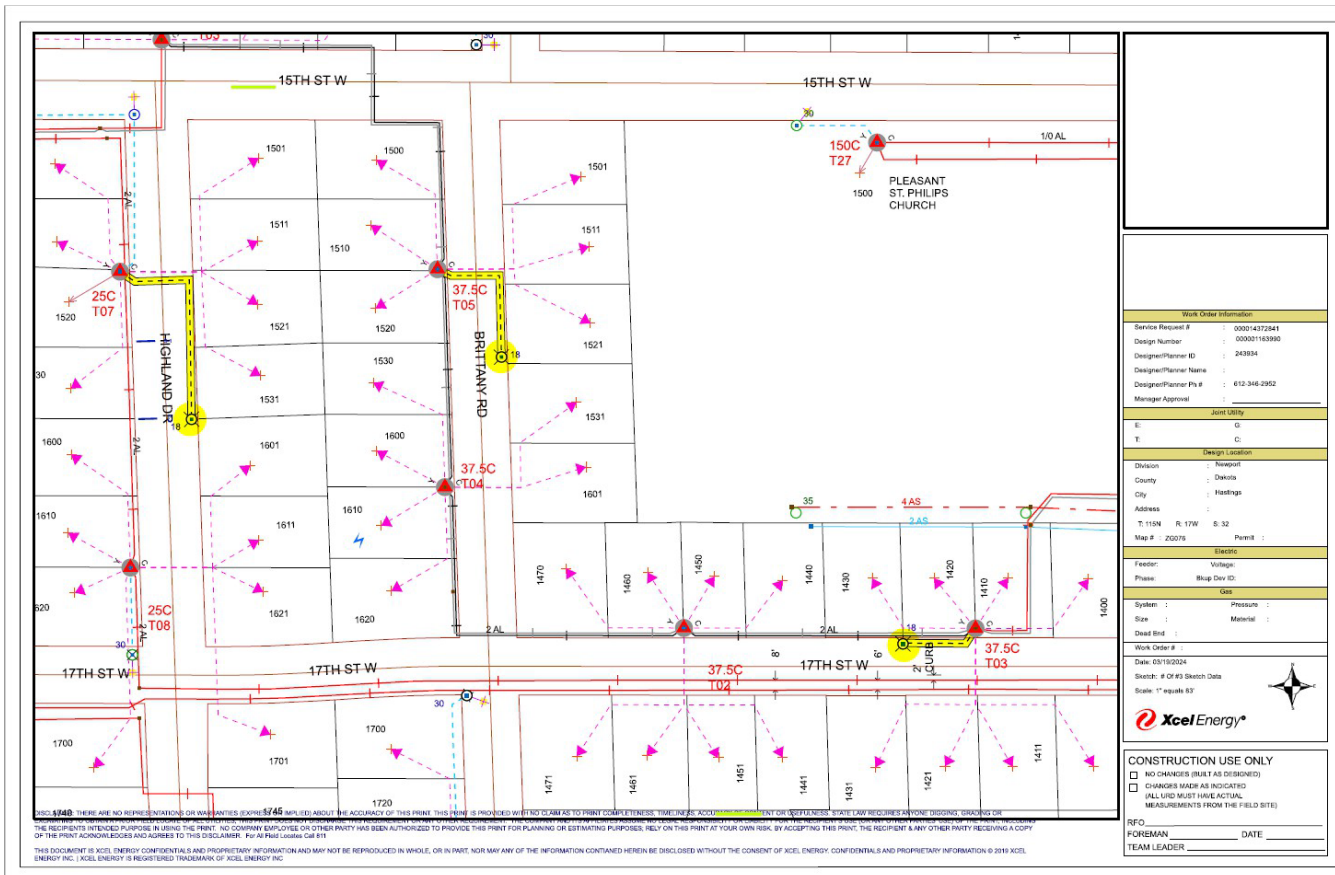
**27. Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.







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Work Order Information	
Service Request #	: 0001437284
Design Number	: 0000143990
Designer/Planner ID	: 243934
Designer/Planner Name	:
Designer/Planner Ph #	: 612-346-2952
Manager Approval	:
Joint Utility	
E:	G:
T:	C:
Design Location	
Division	: Street
County	: Dakota
City	: Hastings
Address	:
T: 115N	R: 17W
Map #	: 20076
Permit	:
Electric	
Feeder	: Village
Phase	: Wup Div ID:
System	: Voltage
Size	: Material
Dead End	:
Work Order #	
Draw	: 03/19/2024
Sheet	: # of #3 Sheet Data
Scale	: 1" equals 83'
CONSTRUCTION USE ONLY	
<input type="checkbox"/>	NO CHANGES (MULTI AS DESIGNED)
<input type="checkbox"/>	CHANGES MADE AS INDICATED (ALL LOTS MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)
RFO	DATE
FOREMAN	
TEAM LEADER	

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*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: April 15, 2024**  
**Item: James Metzen Mighty Ducks Grant Program – Hastings Civic Arena**

**Council Action Requested:** Approve and sign the Grant Agreement, accepting \$166,367.00 in grant funds to help offset costs of replacing the R-22 refrigeration system at the Hastings Civic Arena.

**Background Information:** The City of Hastings is replacing the R-22 refrigeration system at the Hastings Civic Arena, and applied for funds from the James Metzen Mighty Ducks Grant Program. Late last month, we received notification of award in the amount of \$166,367.00 to help fund this project.

This agreement must be signed and returned within 30 days of award notification, which occurred March 26, 2024.

**Financial Impact:** Positive financial impact on the overall \$5.2M project.

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:**

- James Metzen Mighty Ducks Grant Program Agreement



**General Obligation Bond Proceeds**

**Grant Agreement - End Grant**  
**for the**  
**Hastings Civic Arena**  
**Project**  
**under the**  
**James Metzen Mighty Ducks Grant**  
**Program**

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## Attachment IV – GRANT APPLICATION

**General Obligation Bond Proceeds**

**Grant Agreement – End Grant**  
**for the**  
**Hastings Civic Arena**  
**Project**  
**under the**  
**2023 James Metzen Mighty Ducks Grant Program**

---

**THIS AGREEMENT** shall be effective as of March 25<sup>th</sup>, 2024, and is between the City of Hastings (the “Public Entity”), and the State of Minnesota, acting through the Minnesota Amateur Sports Commission (hereinafter MASC).

**RECITALS**

A. The MASC is empowered to promote the development of proposals and award grants to communities for the purpose of improving indoor air quality in ice centers and eliminating R-22 refrigeration system in ice centers (hereinafter the James Metzen Mighty Ducks Grant Program) under the authority granted by Minn. Stat. § 240A, Section 9 and all rules related to such legislation.

B. Under the James Metzen Mighty Ducks Grant Program, the MASC is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the James Metzen Mighty Ducks Grant Program, the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the MASC in which the Public Entity requests a grant from the James Metzen Mighty Ducks Grant Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the MASC for a receipt of a grant from the James Metzen Mighty Ducks Grant Program in an amount of \$ 166,367, the proceeds must be used by the Public Entity to perform those functions and activities imposed by the MASC under the James Metzen Mighty Ducks Grant Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the MASC.

F. Under the provisions contained in the 2020 Fifth Special Session Chapter 3, Article 1, Sec.13, Subd.4, the Public Entity has been given the authority to perform those functions and activities required of it under the James Metzen Mighty Ducks Grant Program and, if applicable,



delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the MASC.

G. The Public Entity's receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the MASC desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the James Metzen Mighty Ducks Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

**IN CONSIDERATION** of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

## **Article I DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the Hastings Civic Arena Project under the James Metzen Mighty Ducks Program, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means Hastings Civic Arena, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only*

*needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ \_\_\_\_\_ or \_\_\_\_\_ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Dakota County, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the*

*Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

## Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

- An easement for the Real Property that complies with the requirements contained in Section 2.06.  
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)
- Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.
- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- Conversion from R-22 to Ammonia refrigeration.  
(Describe other or additional purposes.)

**Section 2.04 Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such

budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will



result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

**Section 2.06 Ownership by Leasehold or Easement.** *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set

against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

**Section 2.11 Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

**Section 2.12 Modification and/or Early Termination of Grant.** If the full amount of the Program Grant has not been disbursed on or before the date that is 2 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have

executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

### **Article III USE CONTRACTS**

*This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.*

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with



state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

**Section 3.02 Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

**Section 3.03 Reimbursement of Counterparty.** A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

**Section 3.04 Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess

monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

#### **Article IV SALE**

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are

approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

**Article V**  
**COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION**  
**AND THE COMMISSIONER'S ORDER**

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions

necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

**Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order.** In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

## **Article VI DISBURSEMENT OF GRANT PROCEEDS**

**Section 6.01 Disbursement of Grant.** Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

**Section 6.02 Conditions Precedent to Disbursement of Grant.** The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

## Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions

contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

**Section 7.02 Condemnation.** If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion



of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

**Section 7.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real

Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

**Section 7.04 Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

**Section 7.05 Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

**Section 7.06 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that

exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means

Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater

facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

**Section 7.11 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

**Section 7.12 Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

**Section 7.13 Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

**Section 7.14 Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 7.15 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Hastings  
101 4th St. East  
Hastings, MN 55033  
 Attention: Chris Jenkins

To the State Entity at:

Minnesota Amateur Sports Commission  
 1750 105<sup>th</sup> St. NE  
 Blaine, MN 55449  
 Attention: Jayme Murphy & Shannon Holbrook

To the Commissioner of MMB at:

Minnesota Department of Management and Budget  
 400 Centennial Office Bldg.  
 658 Cedar St.  
 St. Paul, MN 55155  
 Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

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Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

- A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.
- B. The source of all funds needed to complete the Project broken down among the following categories:
  - (i) State funds including the Program Grant, identifying the source and amount of such funds.
  - (ii) Matching funds, identifying the source and amount of such funds.



- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to

perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

**American-Made Steel.** Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

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[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

**IN TESTIMONY HEREOF**, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the Hastings Civic Arena under the James Metzen Mighty Ducks Program on the day and date indicated immediately below their respective signatures.

**PUBLIC ENTITY:**

City of Hastings \_\_\_\_\_,

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_, \_\_\_\_\_

And: \_\_\_\_\_

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

Dated: \_\_\_\_\_, \_\_\_\_\_

**STATE AGENCY:**

Minnesota Amateur Sports Commission,

By: Todd Johnson

\_\_\_\_\_

Its: Executive Director

Dated: \_\_\_\_\_, \_\_\_\_\_

**Attachment I to Grant Agreement**

**State of Minnesota  
General Obligation Bond Financed  
DECLARATION**

The undersigned has the following interest in the real property located in the County of Dakota, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

- (Check the appropriate box.)*
- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain James Metzen Mighty Ducks Grant Program \_\_\_\_\_ between City of Hastings and MASC, dated 3/25/2024.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Minnesota Amateur Sports Commission and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

**Exhibit A to Declaration**  
**LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

Real property located in the City of Hastings, Dakota County, Minnesota, legally described as follows:

Lot Two (2), Block Three (3) in Hastings Industrial Park No. 1, according to the recorded plat thereof, EXCEPT that part described as follows: Commencing at the most easterly corner of said Lot Two (2); thence southwesterly, along the Southeasterly line of said Lot Two (2), a distance of 60.00 feet to the point of beginning of the land to be described; thence Southwesterly, along the Southeasterly line of said Lot Two (2), a distance of 681.16 feet to the most Southerly corner of said Lot Two (2); thence Northwesterly, along the Southwesterly line of said Lot Two (2), a distance of 320.00 feet; thence Northeasterly, parallel with the Southeasterly line of said Lot Two (2), a distance of 681.16 feet to the intersection with a line parallel with and distant 60.00 feet Southwesterly of the Northeasterly line of said Lot Two (2); thence Southeasterly, along said parallel line, a distance of 320.00 feet to the point of beginning; ALSO EXCEPT all that part which lies Southwesterly of a line run parallel with and distant 60 feet northeasterly of Line 1 described below:

Line 1: Beginning at the point of beginning of Line 2 described below; thence run northwesterly on said Line 2 for 875.57 feet and there terminating.

Line 2: From a point on the south line of Section 34, Township 115 North, Range 17 West, distant 956.87 feet west of the south quarter corner thereof, run northwesterly at an angle of 53 degrees 38 minutes 10 seconds from said south section line (measured from west to north) for 4.33 feet to the point of beginning of Line 2 to be described; thence deflect to the right at an angle of 8 degrees 05 minutes 56 seconds for 1290.57 feet and there terminating.

The outside boundaries of above plat are confirmed as shown in Exhibit B - Document No. 66232.

Parcel ID 19-32000-03-021  
Certificate of Title No. 60262

**Attachment II to Grant Agreement**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

*The legal description for the real property on which the project that is subject of the grant agreement will be situated.*

Real property located in the City of Hastings, Dakota County, Minnesota, legally described as follows:

Lot Two (2), Block Three (3) in Hastings Industrial Park No. 1, according to the recorded plat thereof, EXCEPT that part described as follows: Commencing at the most easterly corner of said Lot Two (2); thence southwesterly, along the Southeasterly line of said Lot Two (2), a distance of 60.00 feet to the point of beginning of the land to be described; thence Southwesterly, along the Southeasterly line of said Lot Two (2), a distance of 681.16 feet to the most Southerly corner of said Lot Two (2); thence Northwesterly, along the Southwesterly line of said Lot Two (2), a distance of 320.00 feet; thence Northeasterly, parallel with the Southeasterly line of said Lot Two (2), a distance of 681.16 feet to the intersection with a line parallel with and distant 60.00 feet Southwesterly of the Northeasterly line of said Lot Two (2); thence Southeasterly, along said parallel line, a distance of 320.00 feet to the point of beginning; ALSO EXCEPT all that part which lies Southwesterly of a line run parallel with and distant 60 feet northeasterly of Line 1 described below:

Line 1: Beginning at the point of beginning of Line 2 described below; thence run northwesterly on said Line 2 for 875.57 feet and there terminating.

Line 2: From a point on the south line of Section 34, Township 115 North, Range 17 West, distant 956.87 feet west of the south quarter corner thereof, run northwesterly at an angle of 53 degrees 38 minutes 10 seconds from said south section line (measured from west to north) for 4.33 feet to the point of beginning of Line 2 to be described; thence deflect to the right at an angle of 8 degrees 05 minutes 56 seconds for 1290.57 feet and there terminating.

The outside boundaries of above plat are confirmed as shown in Exhibit B - Document No. 66232.

Parcel ID 19-32000-03-021  
Certificate of Title No. 60262

**Attachment III to Grant Agreement  
SOURCE AND USE OF FUNDS FOR THE PROJECT**

<b>Source of Funds</b>		<b>Use of Funds</b>	
<b><u>Identify Source of Funds</u></b>	<b><u>Amount</u></b>	<b><u>Identify Items</u></b>	<b><u>Amount</u></b>
<b>State G.O. Funds</b>		<b>Ownership Acquisition</b>	
Program Grant	\$	<b>and Other Items Paid for</b>	
		<b>with Program Grant Funds</b>	
<b>Other State Funds</b>		Purchase of Ownership	\$
	\$	Interest	
	\$	Other Items of a Capital	
	\$	Nature	
Subtotal	\$	D&E and Construction Costs	\$ 166,367.00
		specific to R-22 system R&R	\$
<b>Matching Funds</b>		New ammonia system	\$
	\$	Subtotal	\$
	\$		
Subtotal	\$	<b>Items Paid for with</b>	
		<b>Non-Program Grant Funds</b>	
<b>Other Public Entity Funds</b>		D&E and Construction Costs	\$3,171,489.00
City Charter Bonds	\$ 3,337,856.00	specific to R-22 system R&R	\$
	\$	New ammonia system	\$
Subtotal	\$3,337,856.00	Subtotal	\$3,337,856.00
<b>Loans</b>			
	\$		
	\$		
Subtotal	\$		
<b>Other Funds</b>			
	\$		
	\$		
Subtotal	\$		-
<b>Prepaid Project Expenses</b>			
	\$		
	\$		
Subtotal	\$		
<b>TOTAL FUNDS</b>	<b>\$3,337,856.00</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$3,337,856.00</b>







**City Council Memorandum**

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

**From:** David D. Wilske, Chief of Police

**Date:** April 15<sup>th</sup>, 2024

**Item:** Firearms Storage Grant

**Council Action Requested:**

Accept a DPS-OJP Grant of \$1,300.00 for the purchase of evidence storage units.

**Background Information:**

The Department of Public Safety in conjunction with the Office of Justice Programs requested proposals to fund grants which supports the safe and secure storage of firearms owner by persons subject to Extreme Risk Protection Orders, (ERPO), a new state law enacted on January 1<sup>st</sup>, 2024. This new law allows court orders to temporarily remove firearms from a person in crisis, if that person poses a significant danger to others or, as at risk of suicide. The funds, which were approved through the grant, will allow the Hastings Police Department to purchase and implement two new U-Line ventilated storage units which will provide sufficient capabilities to house additional firearms, as our current method is deemed to be at capacity. The units will also provide an additional layer of security inside the Evidence Room. The new units will provide our property room and technician with increased functionality in evidence storage, access, and logistics. This is 100% funded, and upon the approval of City Council, the city will order and pay for the storage units and be refunded by the state.

**Financial Impact:**

Budget Neutral

**Advisory Commission Discussion:**

None

**Council Committee Discussion:**

None

**Attachments:**

- Grant Application

# Firearms Storage Grant Program 2024

Hastings Police Department

A-FSG-2024-HASTGSPD-010

## Project Information Form

### 1. FISCAL AGENT

Legal Name: City of Hastings  
Address: 101 4th Street East  
City: Hastings  
Federal ID #: 41-6005220

Phone: 651-480-2350  
Fax:  
Zip Code: 55033  
State ID #: 8022668

### 2. AUTHORIZED REPRESENTATIVE

Title: Chief                      First Name: David  
Street Address: 101 4th Street East  
City: Hastings                      State: MN  
Direct Phone: 651-480-2332

Last Name: Wilske  
Suite #:  
Zip Code+4: 55033  
Email: sbeuch@hastingsmn.gov

### 3. OPERATING AGENCY (IF DIFFERENT FROM #1)

Legal Name:  
Address:  
City:

Phone:  
Fax:  
Zip Code:

### 4. PROGRAM MAIN CONTACT

Title: Chief                      First Name: David  
Street Address: 101 4th Street East  
City: Hastings                      State: MN  
Direct Phone: 651-480-2332

Last Name: Wilske  
Suite #:  
Zip Code+4: 55033  
Email: dwilske@hastingsmn.gov

### 5. FINANCIAL CONTACT

Title: Finance Manager              First Name: Chris  
Street Address: 101 4th Street East  
City: Hastings                      State: MN  
Direct Phone: 651-480-2347

Last Name: Eitemiller  
Suite #:  
Zip Code+4: 55033  
Email: ceitemiller@hastingsmn.gov

### 6. CONTRACT MAILING CONTACT: Chief David Wilske

### 7. PROJECT INFORMATION

Project Name: Evidence Room Weapons Storage  
Project Type:

Project Start Date: 5/6/2024              Project End Date: 6/7/2024      Total Funds Requested: \$1,300.00

Legislative District: 41B                      County/Countries Served by the Project: Dakota County

### Project Description (Two to three sentences that describe your project):

Two steel storage containers to house firearms seized through new legislation .

# Firearms Storage Grant Program 2024

Hastings Police Department

A-FSG-2024-HASTGSPD-010

## Organizational Financial Information

### 1. OJP Grantee Status

Yes Our organization has/had an active OJP grant at any time in the 12 months prior to application submission?

### 2. Fiscal Information:

A. Accounting basis: Accrual  Cash

B. Organization's Fiscal Year: Calendar Tax Year – End Date December 31

C. Total revenue last completed fiscal year: \$29,035,224

D. Total federal expenditures (only from federal sources) last completed fiscal year: \$217,561

E. Financial documents are produced this often: annually

F. **Nonprofits Only**- Most Recent IRS Form 990: Date of most recent 990:

Yes We are up to date with out annual filings. If no, provide an explanation:

Proof of Good Standing with the Secretary of State:

### 3. Financial Document

Agency with annual revenue under \$50,000, must upload, statement of Financial Position and Statement of Activity

Non-government agency with a total annual revenue of \$50,000- \$750,000 (IRS Form 990 Uploaded in question F.)

Agency with total annual revenue of over \$750,000, but with federal expenditures less than \$750,000, must upload:

Certified Financial Audit:

[https://app.dps.mn.gov/EGrants/\\_Upload/1186969\\_5060208-2022HastingsACFR-Final.pdf](https://app.dps.mn.gov/EGrants/_Upload/1186969_5060208-2022HastingsACFR-Final.pdf) of most recent Certified Financial Audit: 12/31/2022

Certified Financial Audit Management Letter:

[https://app.dps.mn.gov/EGrants/\\_Upload/1186969\\_5060215-2022HastingsGAS-LC-Final.pdf](https://app.dps.mn.gov/EGrants/_Upload/1186969_5060215-2022HastingsGAS-LC-Final.pdf)

Audit Firm Name: Bergan KDV

Type of Audit: Unqualified

Did your audit have any findings? Yes

If yes, select all that apply and provide a brief explanation:

Significant Deficiencies

Material Weaknesses

Audit finding that included ineligible costs or duplicate payments that needed to be repaid to a grantor

The same finding from the previous year's audit

Explanation:

Agency that spent \$750,000 or more in federal funds during fiscal year, must upload:

Single Audit: Date of most recent Single Audit:

Single Audit Management Letter:

Audit Firm Name:

Type of Audit:

Did your audit have any findings?

If yes, select all that apply and provide a brief explanation:

Significant Deficiencies

Material Weaknesses

Audit finding that included ineligible costs or duplicate payments that needed to be repaid to a grantor

# Firearms Storage Grant Program 2024

Hastings Police Department

A-FSG-2024-HASTGSPD-010

## Organizational Financial Information

Audit finding in a federal grant from the Department of Public Safety If yes, provide CFDA/ALN Number of grant:  
The same finding from the previous year's audit  
Explanation:

### **Corrective Action Plan Questions (if applicable):**

A Corrective Action Plan was created as a result of the audit, must upload:

Corrective Action Plan:

Indicate the status of your Corrective Action Plan:

Corrective action plan was submitted and fully implemented

Corrective action plan was submitted but has not been fully implemented

Corrective action plan not submitted to auditor

### **4. Administrative Systems**

Answer yes or no to the following statements:

No Our organization has had an instance of misuse or fraud in the past 36 months.

No Our organization has current or pending lawsuit against the organization.

No Our organization is currently designated as a high risk grant recipient by the federal government.

If you answered "yes" to any of the 3 statements above, please provide an explanation of the circumstances and actions taken to date to resolve the situation(s):

Yes We have separate account codes for different programs/revenue sources to prevent co-mingling of funds.

Our organization's accounting system can identify and track grant program -related income and expenses separate from all other income and expenses.

Yes Staff within our organization who are paid by more than one source of funding keep track of their time per funding source

Yes Our organization has a paid bookkeeper.

Yes Our organization has an approval process that requires multiple approvals before funds can be expended.

Yes We can easily retrieve original receipts for expenses that are reimbursed by the grant .

Yes Our Board of Directors meets at least every month.

Yes Our organization has a Conflict of Interest Policy.

### **5. Grant Management Experience**

No We have had more than one administrative turnover in the past 12 months (defined as anyone involved in working on or managing grants)

Select only one option that applies to your organization:

A. Monitored funding and completed reporting for non-federal and/or only federal grants

B. Monitored funding and completed reporting for only non-federal grants

C. Monitored funding and completed reporting for contracts but not grants

D. No prior experience monitoring and reporting for contracts and/or grants

Firearms Storage Grant Program 2024

Hastings Police Department

A-FSG-2024-NAHIC-010

Budget : Two U-Line Ventilated Storage Cabinets with locking mechanism- Model Number: H7814

Select the appropriate Program Component for this budget item:

FSG: Minnesota Firearm Storage Grant

Select the appropriate Budget Category for this budget item:

Program Expenses

Provide a short description for this budget item (should be unique to this budget):

Two U-Line Ventilated Storage Cabinets with locking mechanism- Model Number: H7814

Provide a more detailed description for this budget item:

The items to be purchased with grant funds are two separate ventilated storage units manufactured by U-Line. The storage containers are 36x24x72" and made of heavy gauge steel and having adjustable shelving. Each unit has a three point locking system with two provided keys. They are manufactured to provide flexibility in adding more security if needed. The storage units would efficiently and securely house firearms collected by the Hastings Police Department. Total, before shipping, the two units would total, \$1110.00. The supplemental money requested would accommodate for shipping and bracketing associated with units. The bracketing would allow the firearms to be stored in a manner to avoid congestion and clutter. The funds would be spent transparently and in the event the entire amount is not used the remainder would be returned.

Enter the dollar amounts associated with the budget item:

Award  
\$1,300.00

Match

**Firearms Storage Grant Program 2024**

Organization: Hastings Police Department

**Budget Summary**

<b>FSG: Minnesota Firearm Storage Grant</b>				
<b>Budget Category</b>	<b>Award</b>			
Program Expenses				
Two U-Line Ventilated Storage Cabinets with locking mechanism- Model Number: H7814	\$1,300.00			
<b>Total</b>	<b>\$1,300.00</b>			
<b>Total</b>	<b>\$1,300.00</b>			

Firearms Storage Grant Program 2024

Hastings Police Department

A-FSG-2024-NASIG-010

Financial Status Report Summary

<b>FSG</b>	<b>Total</b>	<b>Award</b>	<b>Award</b>	<b>Total</b>	<b>Match</b>	<b>Match</b>
Program Expenses	<b>Award</b>	<b>Expended</b>	<b>Remaining</b>	<b>Match</b>	<b>Expended</b>	<b>Remaining</b>
Two U-Line Ventilated Storage Cabinets with locking mechanism- Model Number: H7814	\$1,300.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$0.00
<b>Program Expenses Totals</b>	\$1,300.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	\$1,300.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$0.00
<b>OVERALL TOTALS</b>	\$1,300.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$0.00





## ***City Council Memorandum***

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

**From:** Charlie Judge, Facilities Manager

**Date:** April 11, 2024

**Item:** Surplus Property

**Council Action Requested:**

Declare 2008 Chevy 2500 HD pickup surplus property and authorize for public auction

**Background Information:**

The City of Hastings currently has a 2008 Chevy 2500 HD pickup used for Facilities. The Chevy pickup has been replaced by a new pickup and is no longer needed for City use, however, the truck still has value. Upon declaration of the Chevy Pickup for surplus property, it will be made available for public sale via a commercially available online auction service.

- 2008 Chevy 2500 HD pickup truck, regular cab 2-wheel drive with work topper

**Financial Impact:**

Positive budgetary impact

**Advisory Commission Discussion:**

NA

**Council Committee Discussion:**

NA

**Attachments:**

None



## City Council Memorandum

**To:** Mayor Fasbender & City Council Members  
**From:** Ryan Stempki – Public Works Director/City Engineer  
**Date:** April 15, 2024  
**Item:** Contract Award for 2024 Neighborhood Infrastructure Improvements

### COUNCIL ACTION REQUESTED

Council is requested to adopt the attached resolution to award a contract for the 2024 Neighborhood Infrastructure Improvements.

### BACKGROUND INFORMATION

The City received eight bids for this project on April 5<sup>th</sup>. A summary of the bids is listed below.

No.	Bidder	Total Base Bid
1	A-1 Excavating Inc.	\$2,797,421.60
2	Minnesota Dirt Works Inc.	\$3,019,214.90
3	Heselton Construction, LLC.	\$3,113,778.21
4	Ryan Contracting Co.	\$3,313,132.74
5	Northwest	\$3,318,266.98
6	BCM Construction, Inc.	\$3,389,389.00
7	S.M. Hentges & Sons, Inc.	\$3,465,000.00
8	Northdale Construction Company Inc.	\$3,471,853.14

The low Base Bid from A-1 Excavating Inc. came in 19% under the engineer's estimate of \$3,434,353. This low bid positions the project to come in below the budget set for 2024.

### POST-BID CONTRACTOR QUALIFICATION REVIEW

Contractors who furnished a bid were required to include a completed questionnaire and to submit a variety of company background and experience data to substantiate their ability to perform the work on this project. Contractors' proposals were also scored using objective criteria for the information being submitted. A score of 10 points being the minimum necessary to be considered qualified to perform the project work.

The qualification review for A-1 Excavating Inc. determined that their proposal score was 16 points, which exceeds the minimum score necessary to be considered qualified to perform this project. It should also be noted that A-1 Excavating Inc. has completed a neighborhood project for the City of Hastings in the past (Project 2020-1), which was completed on time, met quality requirements, and was on budget.

### STAFF RECOMMENDATION

Staff is recommending that the City Council move forward in adopting the attached resolution awarding the contract to A-1 Excavating Inc., in the total amount of \$2,797,421.60.

### ATTACHMENTS

- Resolution

**CITY OF HASTINGS**

DAKOTA COUNTY, MINNESOTA

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR PROJECT 2024-1  
2024 NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS**

**WHEREAS**, pursuant to an advertisement for bids for Project 2024-1, the 2024 Neighborhood Infrastructure Improvements project, bids were opened on April 5, 2024, and tabulated according to law, and the following bids were received:

<b>No.</b>	<b>Bidder</b>	<b>Total Base Bid</b>
1	<b>A-1 Excavating Inc.</b>	<b>\$2,797,421.60</b>
2	Minnesota Dirt Works Inc.	\$3,019,214.90
3	Heselton Construction, LLC.	\$3,113,778.21
4	Ryan Contracting Co.	\$3,313,132.74
5	Northwest	\$3,318,266.98
6	BCM Construction, Inc.	\$3,389,389.00
7	S.M. Hentges & Sons, Inc.	\$3,465,000.00
8	Northdale Construction Company Inc.	\$3,471,853.14

and

**WHEREAS**, each bidder was required to submit detailed information regarding their company’s ability to perform said project, and said information was reviewed and scored through the use of objective criteria for the purposes of determining bidder’s ability to perform the project work, and

**WHEREAS**, the lowest bidder, A-1 Excavating Inc., met the minimum number of points in the bidder’s qualification review to meet the requirements, and

**WHEREAS**, it appears that A-1 Excavating Inc. is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with A-1 Excavating Inc.
2. The total amount of the contract is hereby declared to be \$2,797,421.60.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 15<sup>th</sup> DAY OF APRIL, 2024.**

Ayes:

Nays:

ATTEST:

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

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

SEAL



## City Council Memorandum

**To:** Mayor Fasbender & City Council Members  
**From:** John Caven  
**Date:** March 22, 2024  
**Item:** Award of Contract – 2024 Mill & Overlay Program

### Council Action Requested:

The council is requested to award the contract for the 2024 Mill & Overlay Program to the lowest responsible bidder, McNamara Contracting, in the amount of \$1,026,303.12. This project will provide a renewed pavement surface on 31<sup>st</sup> St from CSAH 46 to Highview Knoll, Bohlken Ct, Bohlken Dr from 31<sup>st</sup> St to Hackberry Dr, Carleton Dr from General Sieben Dr to General Sieben Dr, Carleton Pl, Flagstone Dr, Meadow View Ct, Meadow View Tr from Wyndham Hill Dr to 17<sup>th</sup> St, Stonegate Rd, South Frontage Rd from west end to General Sieben Dr, Wyndham Hill Dr from 15<sup>th</sup> St to Northridge Dr, Wyndham Pl, upgrade 11 pedestrian ramps to ADA standards, and provide 19 concrete sidewalk improvements identified within our ADA Sidewalk Transition Plan.

### Background Information:

Five bids were received and opened for the 2024 Mill & Overlay Program on Thursday, March 21, 2024. The substantial completion date for the project is June 25, 2024.

<u>Bidder</u>	<u>Base Bid</u>
Northwest*	\$ 727,001.98
McNamara Contracting	\$ 1,026,303.12
Bituminous Roadways	\$ 1,066,738.64
Park Construction Company	\$ 1,140,726.69
OMG Midwest Inc dba MN Paving & Materials	\$ 1,195,841.09
<i>*Bid Retracted</i>	

### Financial Impact:

The State Aid street portion of the 2024 Mill & Overlay Program is paid by State Aid funding up to \$250,000, the local residential non-State Aid streets will be paid by Mill and Overlay up to \$750,000, the ADA sidewalk improvements will be paid by Repair and Maintenance up to \$25,000, and the watermain rebolting will be paid up to \$56,000 using the Water Enterprise funds. The construction costs track within the 2024 budget.

### Staff Recommendation:

Staff is recommending the City Council move forward in adopting the attached resolution awarding the contract to the lowest responsible bidder, McNamara Contracting, in the amount of \$1,026,303.12. Northwest submitted a lower bid however retracted their bid after the City found a unit price error. The error produced an unbalanced bid on a significant bid item. Both the contractor and City mutually agreed to part ways and not pursue award of contract.

### Attachments:

- Resolution & Project Map

**CITY OF HASTINGS**

DAKOTA COUNTY, MINNESOTA

Resolution No. \_\_\_\_\_

**RESOLUTION AWARDING CONTRACT FOR  
2024 MILL & OVERLAY PROGRAM**

**WHEREAS**, pursuant to an advertisement for bids for 2024 Mill & Overlay Program, bids were opened on March 21, 2024 and tabulated according to law, and the following bids were received:

<u>Bidder</u>	<u>Base Bid</u>
Northwest	\$ 727,001.98
McNamara Contracting	\$ 1,026,303.12
Bituminous Roadways	\$ 1,066,738.64
Park Construction Company	\$ 1,140,726.69
OMG Midwest dba MN Paving & Material	\$ 1,195,841.09

**WHEREAS**, Northwest retracted their bid,

**WHEREAS**, McNamara Contracting is the lowest responsible bidder, and

**WHEREAS**, McNamara Contracting has been determined to be qualified for the contract;

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

- 1) The Mayor and City Clerk are hereby authorized and directed to enter into a contract for the 2024 Mill & Overlay Program with McNamara Contracting in the amount of \$1,026,303.12.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 15<sup>TH</sup> DAY OF APRIL, 2024.**

Ayes:

Nays:

ATTEST:

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

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

(Seal)





### Proposed 2024 Mill & Overlay Program

- 31st St: CSAH 46 to Highview Knoll
- Bohlken Ct: Bohlken Dr to Cul-de-sac
- Bohlken Dr: 31st St to Hackberry Dr
- Carleton Dr: GSD to GSD
- Careton Pl: Carleton Dr to Cul-de-sac
- Flagstone Dr: 31st to south end

- Meadow View Ct: Wyndham Hill Dr
- Meadow View Tr: 17th St to Meadow View Ct
- Stonegate Rd: Northridge Dr to Highland Dr
- South Frontage Rd: West end to GSD
- Wyndham Hill Dr: 15th St to Northridge Dr
- Wyndham Pl: Wyndham Hill Dr to Cul-de-sac







## ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** John Caven  
**Date:** April 8, 2024  
**Item:** CSAH 42 Corridor Study – Council Update

### **Council Action Requested:**

The Council is requested to provide input on alternative solutions and encourage public attendance at the upcoming open house to be announced soon.

### **Background Information:**

In 2021, Dakota County performed a pedestrian crossing assessment to evaluate pedestrian safety crossings along its corridors. The Mississippi River Greenway (MRG) trail crossing on CSAH 42 between Pleasant Dr and Madison St was evaluated. The study concluded this location would benefit from a median refuge island to reduce the pedestrian crossing length. However, it also recommended the network of crossings on CSAH 42 from Lock Blvd to Pine St be evaluated in the near future.

In 2023, Dakota County partnered with HR Green to evaluate the corridor. An open house was conducted on January 23, 2024 to gather input from area residents to identify difficult crossings and understand general usage patterns. With additional input from the City and County, HR Green subsequently developed short term (low cost) and long term (high cost) solutions. Four alternative options were developed and will be presented to the public for feedback at the open house.

Feedback from the initial open house and corridor data collection emphasized the need for vehicle speed reduction, trail connectivity, and reduced pedestrian crossing lengths along the corridor. Elimination of vehicle bypass lanes and reduction of underused left turn/right turn lanes would create a safer corridor and reduce vehicle/pedestrian conflict points. Other various options to improve the corridor include (see attached maps):

- 1) Bump Outs.
- 2) Medians.
- 3) Trail/sidewalk extensions/elimination/widening
- 4) Trail/sidewalk crossing location enhancements/reduction
- 5) On-street bike facilities
- 6) Round-a-bouts

### **Financial Impact:**

The City is responsible for 15% of the costs associated with the study. Any future project will be budgeted through the normal budgetary process.

### **Staff Recommendation:**

Staff is recommending the City Council continue to pursue recommendation through this study, fostering public input at the open houses.

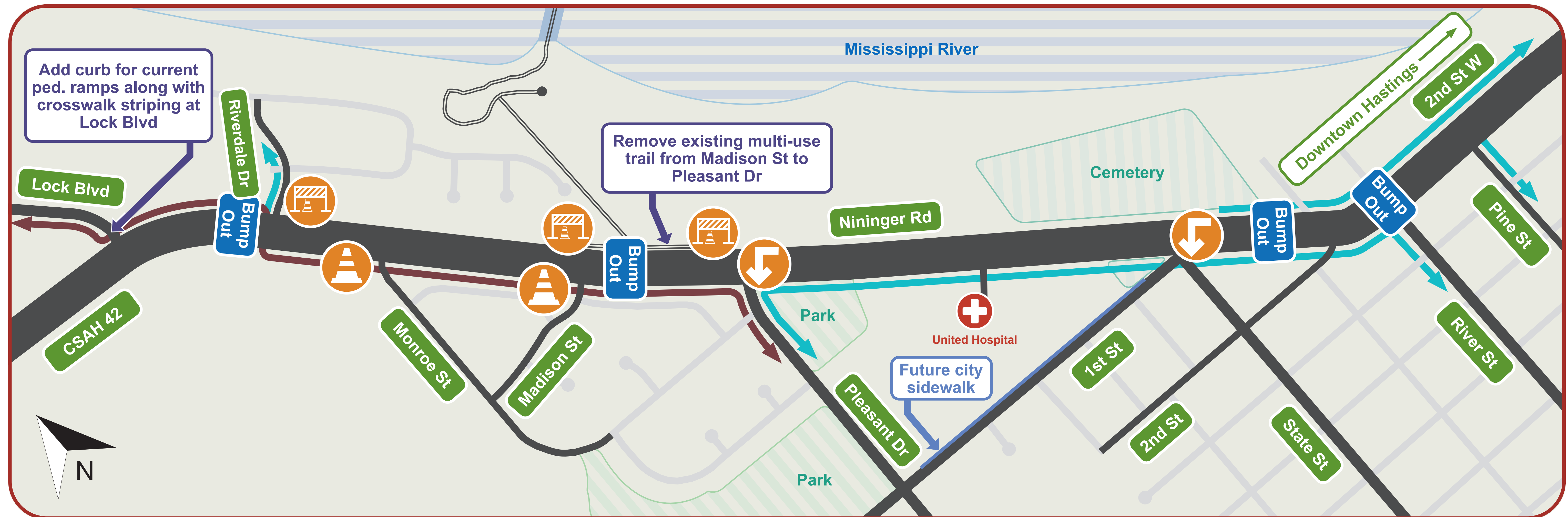
### **Attachments:**

- Alternative Options (4)



# Alternative 1 - Pedestrian Bump Outs

## County Road 42 - Dakota County Public Meeting



### Alternative 1 Features

- Eliminate all bypass lanes
- Bump outs at four sites:
  - Riverdale, MRG, 1st/2nd Mid-block, River Street

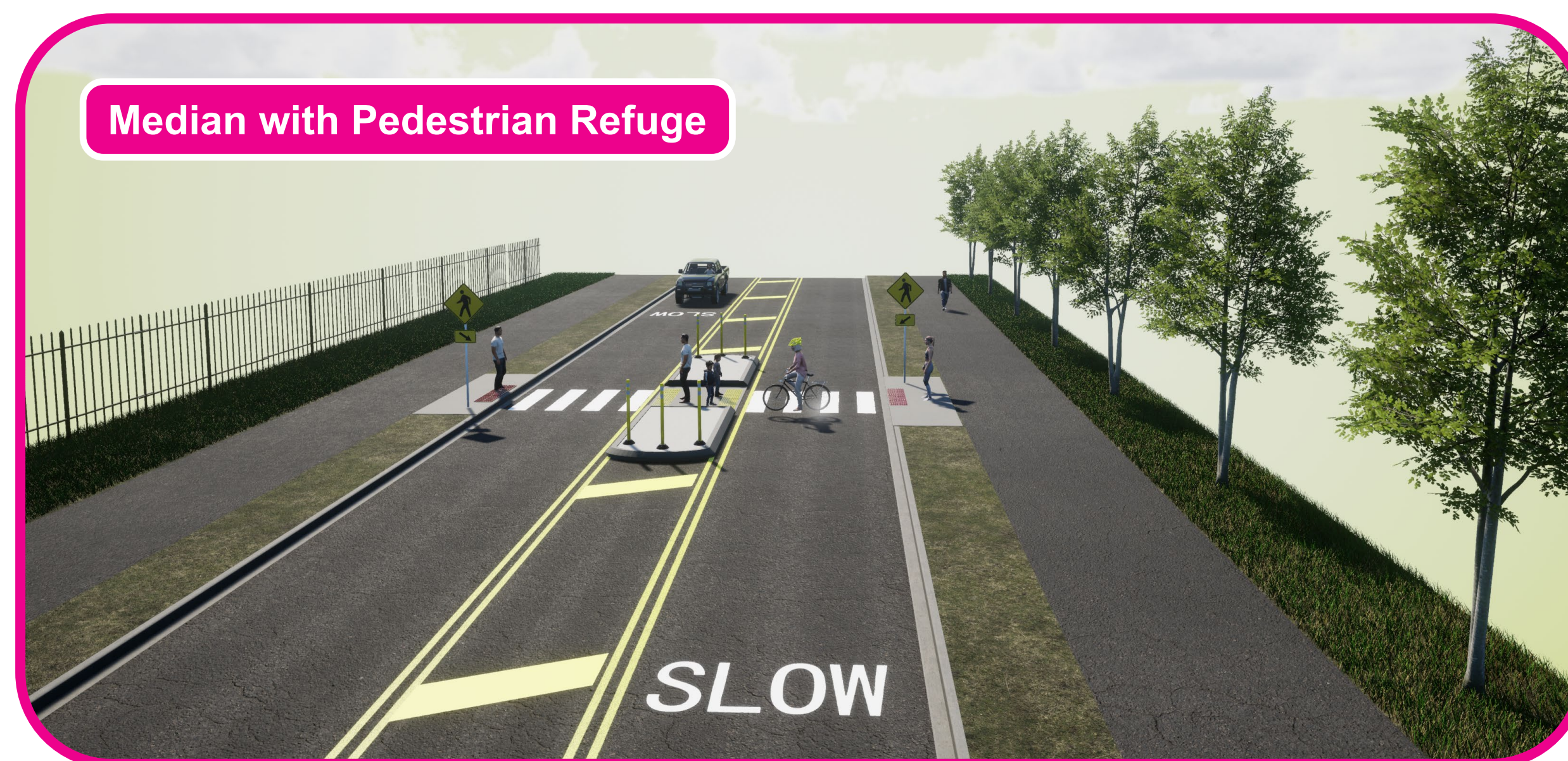
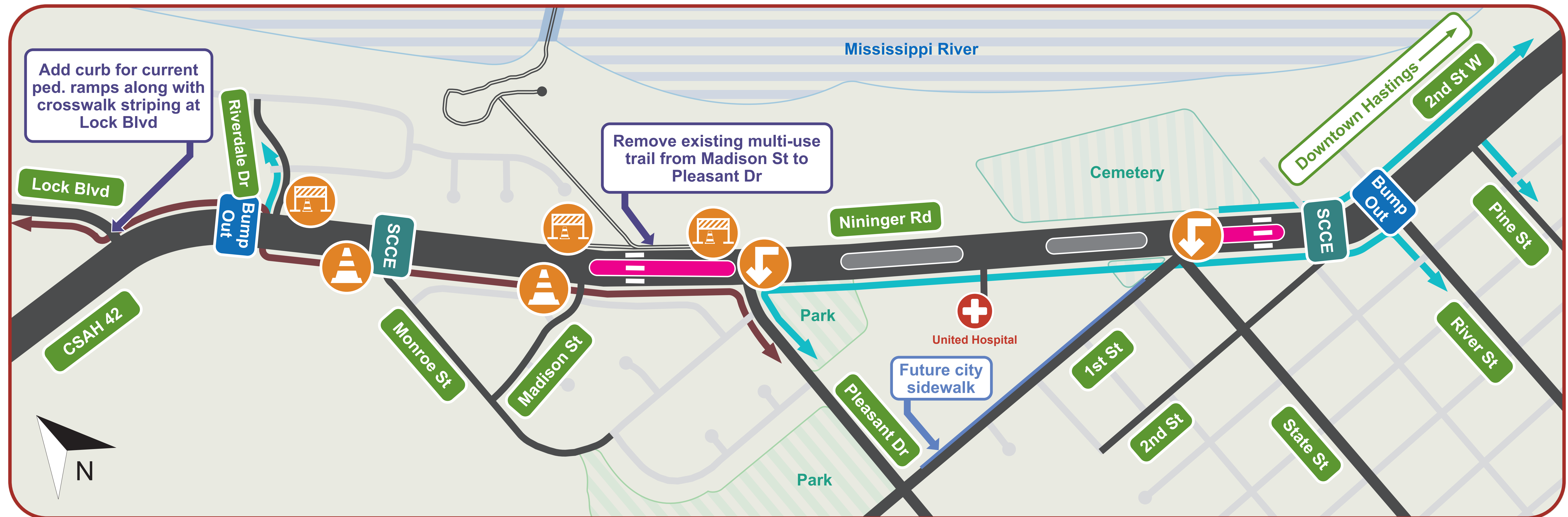
### Legend

- Existing multi-use trail
- Existing sidewalk
- Mississippi River Greenway
- Add left turn lane
- Remove right turn lane
- Close pedestrian ramps
- Pedestrian bump out



# Alternative 2 - Pedestrian Medians

County Road 42 - Dakota County Public Meeting



## Alternative 2 Features

- Eliminate all bypass lanes
- Pedestrian medians:
  - Pleasant Drive through Mississippi River Greenway
  - 2nd Street intersection
- SCCE option: curb extension to remove bypass lane, right turn lane, or shoulder - does not include pedestrian crossing

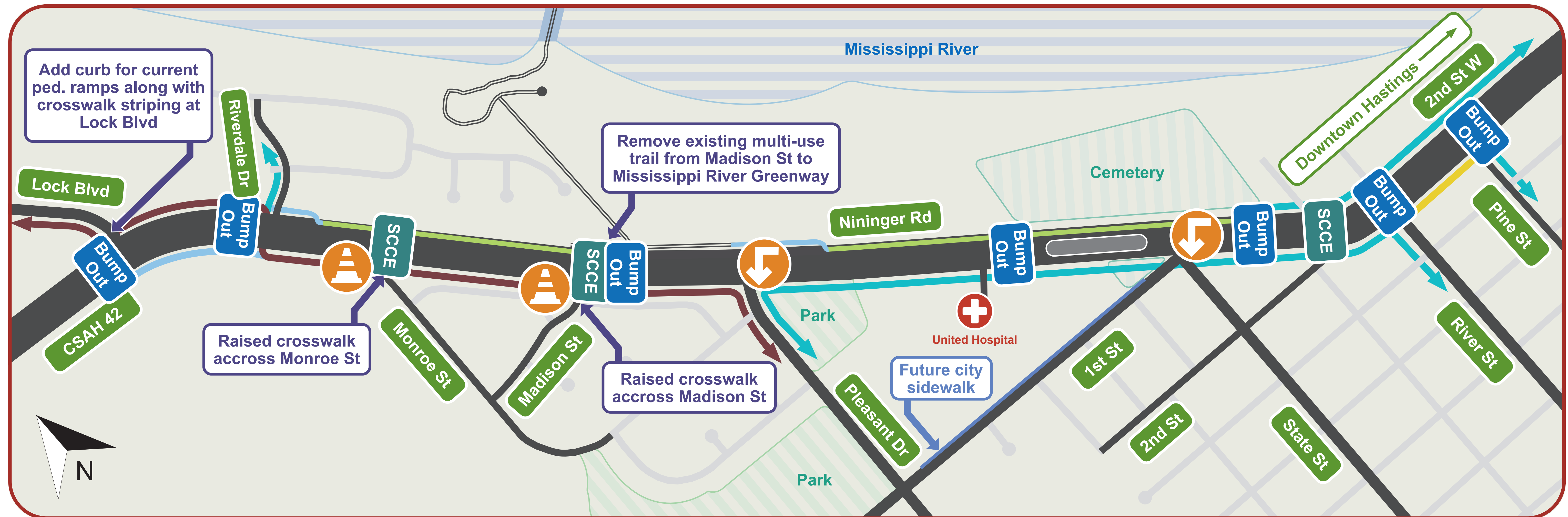
## Legend

- Existing multi-use trail
- Existing sidewalk
- Mississippi River Greenway
- Median with pedestrian refuge
- Concrete median for speed control
- SCCE Speed control curb extension
- Add left turn lane
- Remove right turn lane
- Close pedestrian ramps
- Pedestrian bump out



# Alternative 3 - Bike Lanes

County Road 42 - Dakota County Public Meeting



## Alternative 3 Features

- Eliminate all bypass lanes
- On-street dedicated bike lanes
- Proposed sidewalk from River Street to Pine Street
- Proposed multi-use trail: Lock Boulevard to Riverdale Drive

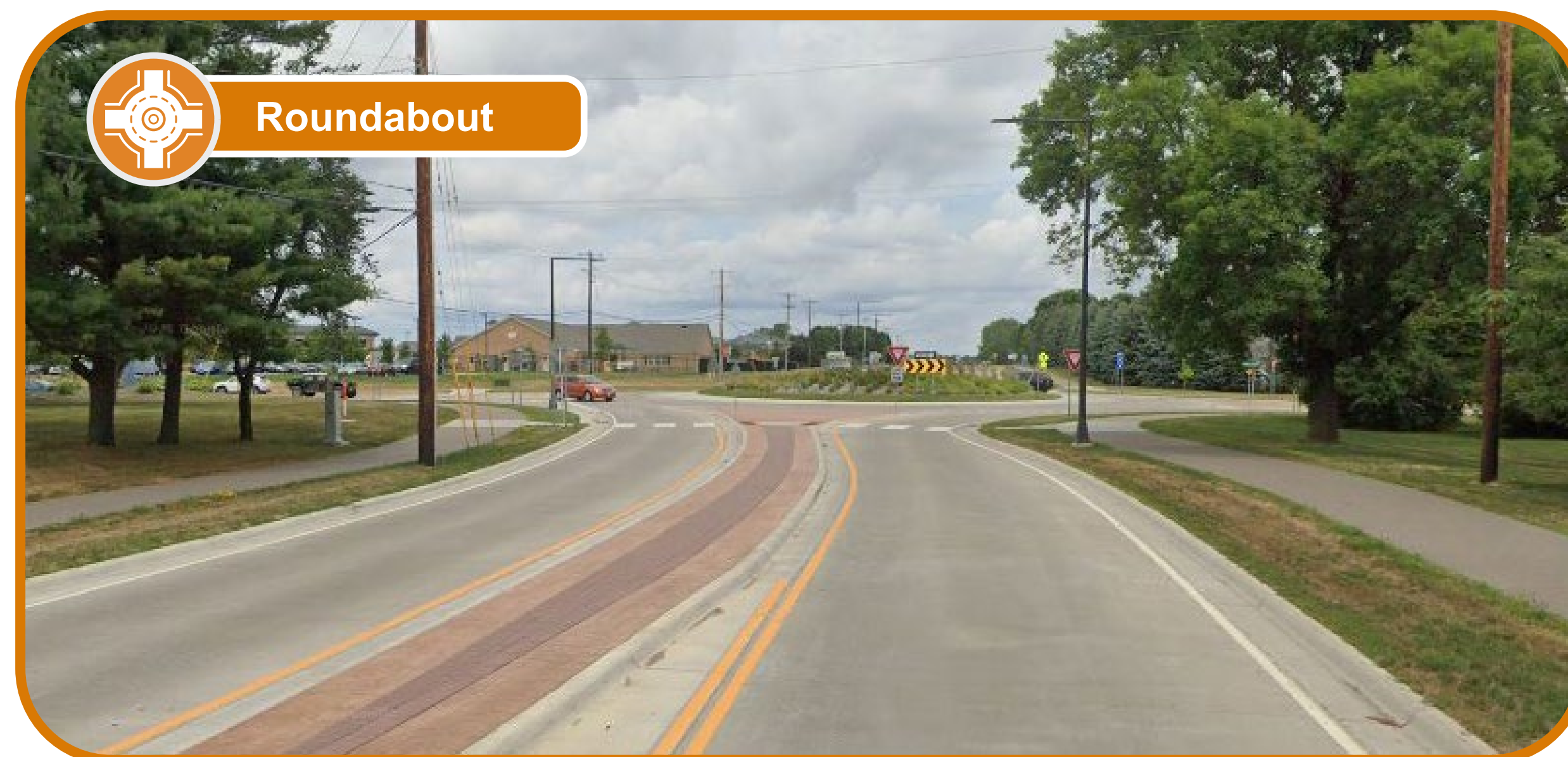
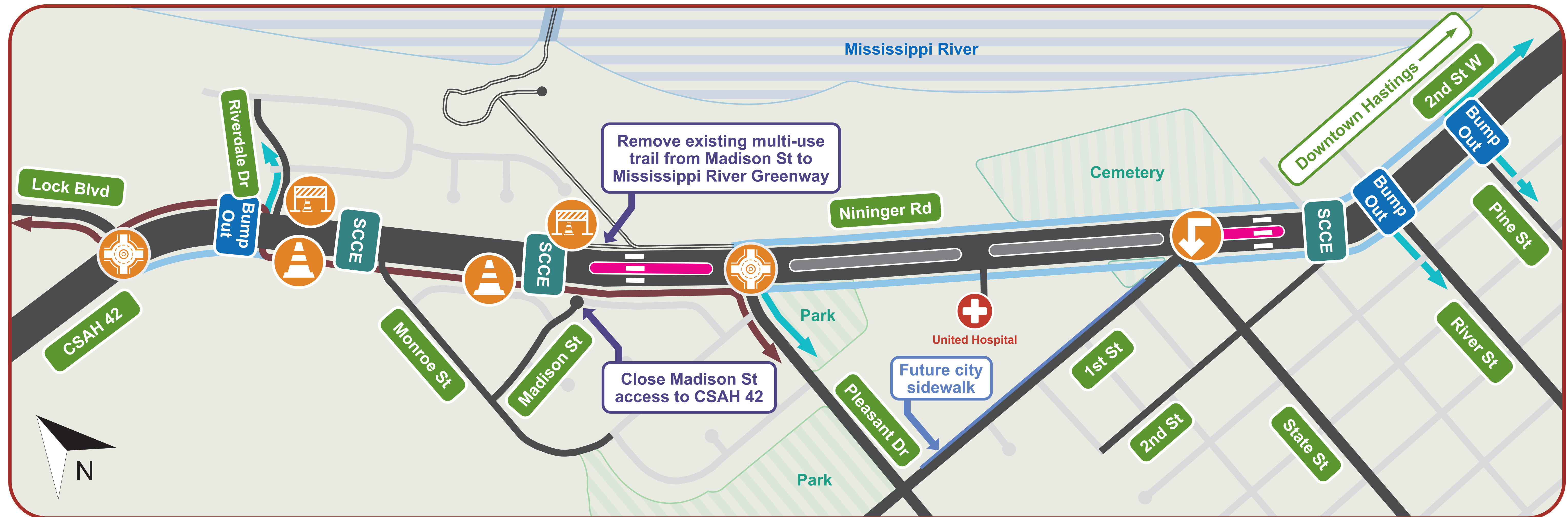
## Legend

- Existing multi-use trail
- Existing sidewalk
- On-street dedicated bike lane
- Mississippi River Greenway
- Proposed multi-use trail
- Proposed sidewalk
- Concrete median for speed control
- Add left turn lane
- Remove right turn lane
- Close pedestrian ramps
- Speed control curb extension (SCCE)
- Pedestrian bump out



# Alternative 4 - Multi-use Trails

County Road 42 - Dakota County Public Meeting



Roundabout

## Alternative 4 Features

- Eliminate all bypass lanes
- Single lane roundabout intersection
- Pedestrian medians:
  - Pleasant Drive through Mississippi River Greenway
  - 2nd Street intersection
- New trail on north side: Pleasant Drive to Pine Street
- Widen sidewalk to multi-use trail on the south side from Pleasant Drive to Pine Street

## Legend

- |                                   |                        |
|-----------------------------------|------------------------|
| Existing multi-use trail          | Add left turn lane     |
| Existing sidewalk                 | Remove right turn lane |
| Mississippi River Greenway        | Close pedestrian ramps |
| Proposed multi-use trail          | Roundabout             |
| Median with pedestrian refuge     | Pedestrian bump out    |
| Concrete median for speed control |                        |
| Speed control curb extension      |                        |



# Speed Control Features

County Road 42 - Dakota County Public Meeting

*Dakota*  
COUNTY



Curb extension to remove bypass lane, right turn lane, or shoulder - does not include pedestrian crossing.

Remove bypass lanes at the following intersections:

- United Hospital entrance (between 1st Street and Pleasant Street)
- Madison Street
- Monroe Street



Raised crosswalks are ramped speed tables spanning the entire width of the roadway. The crosswalk is demarcated with paint and/or special paving materials. These crosswalks act as traffic-calming measures that allow the pedestrian to cross at grade with the sidewalk. Raised crosswalks are flush with the height of the sidewalk. The crosswalk table is typically at least 10 feet wide and designed to allow the front and rear wheels of a passenger vehicle to be on top of the table at the same time. Detectable warnings (truncated domes) and curb ramps are installed at the street edge for pedestrians with impaired vision.





*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: April 15, 2024**  
**Item: 1<sup>st</sup> Reading City Ordinance 94 – Repeal and Replace**

**Council Action Requested:** Conduct 1<sup>st</sup> reading for repealing and replacing City Ordinance 94.

**Background Information:** This is a cleanup of City Ordinance 94 in an effort to simplify, consolidate, and add some new language to be consistent with current permits, leases, and other City ordinances.

Action tonight is to conduct the 1<sup>st</sup> reading. A 2<sup>nd</sup> reading and motion to adopt will occur at the May 6, 2024 City Council meeting.

**Financial Impact:** N/A

**Advisory Commission Discussion:** During the Parks & Recreation Commission meeting of August 16, 2023, revisions were discussed and support given to move ahead with the changes while working with Hastings Police and legal counsel.

**Council Committee Discussion:** N/A

**Attachments:**

- Proposed City Ordinance 94

**ORDINANCE NO. XXX****AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, REPEALING AND REPLACING HASTINGS CITY CODE CHAPTER 94 REGARDING PARKS AND RECREATION**

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 94 is hereby repealed and replaced as follows:

**PARKS AND RECREATION****94.01 Definition**

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates otherwise or requires a different meaning.

**PARK.** A park, playground, swimming pool, lake, pond, stream, trail, nature area, open space area, or recreational center, including adjacent parking areas, owned or operated by the city.

**94.02 Park Hours**

Except for city employees or volunteers as authorized by the city and in the performance of their duties, it is unlawful for unauthorized persons or vehicles to enter or remain in parks between the hours of 10:00 p.m. and 6:00 a.m., except as allowed in specific parks as identified in this subsection.

- A. For Veterans Athletic Complex and Roadside Tennis Courts unauthorized hours are between 11:00 p.m. and 6:00 a.m.
- B. For Mississippi River Boat Launch unauthorized hours during open water season are between the hours of midnight and 4:00 a.m. For the remainder of the year, general park hours apply.

**94.03 Intoxicating and Nonintoxicating Liquor and Cannabis Beverages.**

It is unlawful to possess or consume intoxicating or nonintoxicating liquor or cannabis beverage in any park outside of Park Hours stated in Section 94.02, unless approved as part of a community-wide festival or special event permit.

**94.04 Vehicles**

It is unlawful to drive, park, or leave a motorized vehicle, including a motorized recreational vehicle on park property, public recreational trails, or public athletic fields, except in areas designated by the city, within the posted speed limits. If no speed limit is posted, then no motorized vehicle may exceed 20 mph. Public safety and maintenance vehicles, and vehicles of contractors engaged by the city or the county are exempt from the provisions of this subsection.

**94.05 Animals**

Dogs and cats in parks must be restrained pursuant to City Code Section 91.05. However, no animals are allowed on the athletic fields at Veterans Athletic Complex. Park visitors who bring animals into a park must effectively remove from the ground or surface of any park, all fecal material deposited by the animal. Animals shall not be allowed to harass, interfere or disturb other park visitors or damage or destroy park property.

**94.06 Sales**

No person shall sell, offer or solicit for sale any goods, wares or merchandise in a park without a permit from the city.

**94.07 Camping**

Camping or sleeping outdoors overnight is not permitted in a park without written authorization from the Parks and Recreation Director.

**94.08 Permit Procedures**

- A. It is unlawful to conduct any activity in a park for which a permit is required by this section without first obtaining a permit from the city.
- B. The following activities, when conducted in a park, require a permit:
  - 1. Neighborhood or community celebration, fundraiser, public meeting, assembly, parade or demonstration.
  - 2. A gathering of 50 or more park visitors for one event or occasion, including picnics or political gatherings that are open to the general public by invitation through means of flyers, advertisements, invitations or like means.
- C. A permit holder is bound by all park rules and regulations and all applicable ordinances, including noise control. The city may impose reasonable conditions on a permit that protect the public health, safety, welfare, comfort and recreation in the park. The permit holder is liable for any loss, damage, or injury sustained by any park visitor when due to the negligence of the permit holder. Within 24 hours after the expiration of the permit, a permit holder must restore the park premises to its condition prior to the permit holder's use of the park.

**94.09 Unlawful Acts**

It is unlawful in any park for any person to:

- A. Bring into, use, or discard any glass or glass containers in any city park.
- B. Build or maintain a recreational fire in any park except in places or facilities provided by the city.
- C. Disturb or interfere with any birds, animals, animal habitat, or nesting area in a park.

- D. Damage, remove, alter, injure or destroy park property, including natural resources.
- E. Be in possession of any explosive or other similar device, unless authorized in writing by the city.
- F. Discharge any pollutants into any body of water in any park.
- G. Feed waterfowl.
- H. Vaporize or smoke nicotine, tobacco or cannabis products. A violation of this subsection shall be a petty misdemeanor with a fine of \$100.
- I. Ride any vehicle on trails at speeds in excess of 20 mph.

**94.10 Special Regulations For Lake Rebecca Park**

It shall be unlawful for any person to operate any type of motor-powered boat upon Lake Rebecca except for electric powered boats.

**94.11 Special Regulations for Mississippi River Boat Launch and Dock**

The following regulations apply for the Mississippi River Boat Launch and Dock:

- A. Mooring of boats is only allowed within 50 feet of shore and within 500 feet upstream of the dock. No mooring of boats is allowed downstream of the dock or upstream of the launch. No overnight mooring is allowed at the dock or within the upstream mooring area.
- B. No boats shall be tied off to pilings or trees.
- C. No swimming, diving or fishing from the dock.

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 \_\_\_\_\_, 2024 modifies the City Ordinance to update the rules and regulations surrounding the activities allowed at city parks.

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 \_\_\_\_\_, 2024.

\_\_\_\_\_



Mary Fasbender, Mayor

Attest:

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Kelly Murtaugh, City Clerk

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



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: April 15, 2024**  
**Item: Strategic Plan Quarterly Report**

**Council Action Requested:**  
Information only, non-action item.

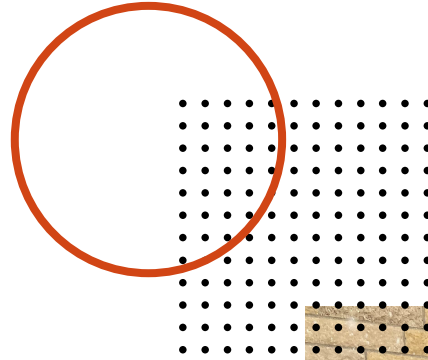
**Background Information:**  
In September 2023, the City Council adopted the 2024-2027 Strategic Plan. This report summarizes the activities of the first quarter of 2024.

A City Council workshop has been scheduled May 6 for a more in-depth discussion about the Strategic Plan.

**Financial Impact:**  
Not applicable

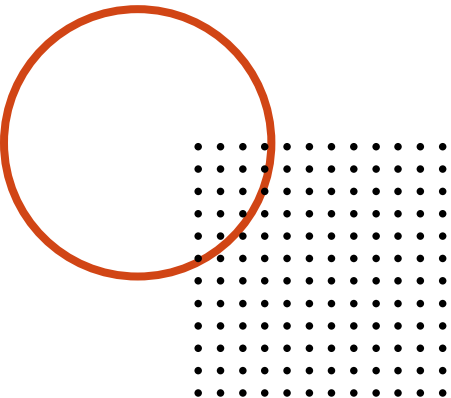
**Commission Discussion:**  
Not applicable

**Attachments:**  
City of Hastings Strategic Plan Report – 1st Quarter 2024



1st Quarter 2024

# CITY OF HASTINGS STRATEGIC PLAN REPORT



# STRATEGIC PLAN 2024-2027

## City of Hastings

Strategic Priority	Desired Outcome	Key Outcome Indicator	Target	Strategic Initiatives
<b>Financial Resilience</b>  <i>A financially sound organization</i>	Expanded revenue base	<ul style="list-style-type: none"> <li>Increase in revenues by fund</li> <li>Increase in revenue sources</li> </ul>	<ul style="list-style-type: none"> <li>10% non-tax revenue increase (above growth) 2024-2027</li> </ul>	<ol style="list-style-type: none"> <li>Alternative revenue analysis</li> <li>Asset management funding strategy (debt financing is within this)</li> <li>Budgeting system evaluation</li> </ol>
	Responsible use of debt	<ul style="list-style-type: none"> <li>Debt as percentage of General Fund revenues</li> </ul>	<ul style="list-style-type: none"> <li>Maintain compliance with City debt policy</li> <li>Debt financing plan developed by 12/2024</li> </ul>	
	Spending aligned with growth demands	<ul style="list-style-type: none"> <li>Operating budget increase</li> <li>CPI annual change</li> <li>Tax base growth increase</li> </ul>	<ul style="list-style-type: none"> <li>Operating budget increases limited to CPI + growth adjustment annually</li> </ul>	
<b>Operational Effectiveness</b>  <i>An organization that delivers results</i>	Staff capacity to meet service demands	<ul style="list-style-type: none"> <li>% of authorized staffing levels achieved</li> </ul>	<ul style="list-style-type: none"> <li>All departments meet authorized staffing levels by 7/2024</li> </ul>	<ol style="list-style-type: none"> <li>Develop recruitment plans - all departments</li> <li>Process improvement program</li> <li>Develop organizational training plan</li> </ol>
	Improved core service delivery	<ul style="list-style-type: none"> <li># of core processes improved</li> <li>% improvement in processes</li> </ul>	<ul style="list-style-type: none"> <li>10% improvement in each department's core process by 12/2027</li> </ul>	
	Improved workforce capabilities	<ul style="list-style-type: none"> <li>% of training requirements met</li> <li># of credentials achieved</li> </ul>	<ul style="list-style-type: none"> <li>100% of employees meet minimum training requirements by 12/2024</li> </ul>	
<b>Responsive Community Development</b>  <i>Development that meets present and future needs</i>	Clarity regarding housing supply needs	<ul style="list-style-type: none"> <li>Housing units available by demographic segment</li> <li>Housing demand by demographic segment</li> </ul>	<ul style="list-style-type: none"> <li>Housing supply needs for all demographic segments determined by 12/2026</li> </ul>	<ol style="list-style-type: none"> <li>Housing needs analysis</li> <li>Opportunity site development strategy</li> <li>Complete Vets Park and Arena projects, including economic investment analysis</li> </ol>
	Successful development of opportunity sites	<ul style="list-style-type: none"> <li>Block 28 completion</li> <li>Block 1 completion</li> </ul>	<ul style="list-style-type: none"> <li>Block 28 completed by 12/2027</li> <li>Block 1 completed by 12/2027</li> </ul>	
	Strategic Park investments determined	<ul style="list-style-type: none"> <li>Investment analysis completed</li> </ul>	<ul style="list-style-type: none"> <li>Park strategic investment analysis completed by 6/2024</li> </ul>	
<b>Infrastructure Sustainability</b>  <i>Infrastructure that supports our community</i>	Improved water treatment capacity	<ul style="list-style-type: none"> <li>Completed water system improvements</li> </ul>	<ul style="list-style-type: none"> <li>Key water system improvements completed by 12/2027</li> </ul>	<ol style="list-style-type: none"> <li>Develop asset management plan</li> <li>Implement water system expansion plan</li> <li>WWTP construction plan</li> <li>Highway 61 construction plan</li> </ol>
	Successful completion of outside agency projects	<ul style="list-style-type: none"> <li>Highway 61 rebuild targets met</li> <li>WWTP construction targets met</li> </ul>	<ul style="list-style-type: none"> <li>Highway 61 completed by 6/2028</li> <li>WWTP completed by 12/2028</li> </ul>	
	Expanded asset management capability	<ul style="list-style-type: none"> <li>Asset management plan developed</li> <li>Funding options identified</li> </ul>	<ul style="list-style-type: none"> <li>Comprehensive asset management plan developed and funding strategy proposed by 2026</li> </ul>	
<b>Strategic Communication</b>  <i>A transparent, responsive government</i>	Improved collaborative relationships	<ul style="list-style-type: none"> <li>Partner satisfaction rating</li> </ul>	<ul style="list-style-type: none"> <li>&gt;90% of partners report improved collaborative relationship 2024-2027</li> </ul>	<ol style="list-style-type: none"> <li>Comprehensive communication Plan</li> <li>Collaboration improvement plan</li> <li>Community engagement strategy</li> </ol>
	Improved media communication and relationship	<ul style="list-style-type: none"> <li># of one-on-one meetings with local media</li> <li># of reporting inaccuracies</li> </ul>	<ul style="list-style-type: none"> <li>Increase in one-on-one communications with local media from 2024 to 2027</li> </ul>	
	Enhanced community engagement	<ul style="list-style-type: none"> <li>Improvements in external responsiveness</li> <li>Increases in inquiries via technology</li> </ul>	<ul style="list-style-type: none"> <li>Community engagement via expanded communications options increases 10% 2024-2027</li> </ul>	

# Understanding the Quarterly Report

- Reference Page 2 for the full plan summary.
- Progress toward strategic priorities and initiatives will be reported quarterly.
- Internal plan timelines will not require movement in all areas each quarter.
- A timeline will be presented for the following quarter or years.

## Legend:

Data



Planning



Deliverables



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## Initiative Status:

Future Start



On Track



Delayed



Complete



# Strategic Priority: Financial Resilience

## **Strategic Initiative: Alternative Revenue Analysis**

Identifying potential non-tax revenue sources may allow the city to minimize dependence on the tax levy.



- Researched and identified non-tax revenue options and assessed potential revenue sources' viability.



- Calculated how much revenue could be generated from some of the identified sources.



- 40% complete

## **Strategic Initiative: Asset Management Funding Strategy**

Developing a solid asset management funding strategy will allow the city to do long-range planning for funding capital equipment and capital improvement projects.



- Reviewing the City's debt policy.



- 20% complete



## **Strategic Initiative: Budgeting System Evaluation**

Begins in 2025



# Strategic Priority: Operational Effectiveness

## Strategic Initiative: Develop Organizational Training Plan

Important staff training and reporting have been decentralized and lack organizational consistency. The objective is to develop a centralized organizational training plan and tracking for all employees to ensure consistency and compliance.



- Worked with departments to identify gaps in training for all employees.



- Communicated training standards for all employees.
- Completed 1st quarter of citywide training.
- Launched new Safety Committee. The committee updated chemical safety documentation and OSHA-mandated guides.



- 85% complete

## Strategic Initiative: Develop Recruitment Plans for all Departments

Filling staff vacancies has become more challenging and hiring tends to be reactive. Developing recruitment plans that can be deployed as needs arise through attrition or expansion will enable the City to be more effective in the hiring process.



- Personnel baselines have been identified for each department, along with some staffing gaps.

- Identifying key recruitment methodologies is underway.



- 30% complete



## Strategic Initiative: Process Improvement Program

Begins in 2025





# Strategic Priority: Responsive Community Development

## **Strategic Initiative: Opportunity Site Development Strategy**

Developing plans for growing business along Highway 61 and downtown includes purchasing properties.



- Developed funding sources for site acquisition of Block 28 downtown.
- Met with developers about Block 28 and Block 1.



- 25% complete



## **Strategic Initiative: Complete Vets Park and Arena projects, including economic investment analysis.**

City parks and recreation amenities can drive economic growth in cities. Two parks in Hastings offer possibilities for expanded economic impact.



- Developed a stakeholder list for the Vets Park project.



- 50% complete



## **Strategic Initiative: Housing Needs Analysis**

Begins in 2026



# Strategic Priority: Infrastructure Sustainability

## Strategic Initiative: Implement Water System Expansion Plan

The city needs to design and build three water treatment plants to mitigate PFAS.



- Completed feasibility report.
- Continued meetings with state elected officials.
- Working with lobbyist to develop state bonding strategy.
- Continue searches for additional funding



- 35% complete

## Strategic Initiative: Wastewater Treatment Plant Construction Plan

Met Council Environmental Services plans to move the current Wastewater Treatment Plant from downtown to the border with Ravenna Township in order to more effectively serve the development of the southeast metro.



- Project design meetings continue.
- Provided details to Council via workshop.



- Completed MCES Facility Plan.



- 25 % complete.

## Strategic Initiative: Highway 61 Construction Plan

MnDot and the City of Hastings will reconstruct Highway 61 through Hastings, beginning in 2027 to accommodate growing traffic and development.



- Applied for 5 grants.



- Completed project visioning study.



- 25% complete



## Strategic Initiative: Develop Asset Management Plan

Begins in late 2024



# Strategic Priority: Strategic Communication

## Strategic Initiative: Comprehensive Communication Plan



- Drafted comprehensive communications plan

A transparent, responsive government helps build trust with our stakeholders and allows us to meet their preferences for communications. A comprehensive plan takes all audiences and tools into account and presents a cohesive brand.



- 60% complete

## Strategic Initiative: Community Engagement Strategy



- Converted listservs to Constant Contact
- Held trainings on Monsido platform for website accessibility compliance and error tracking.

Technology enhancements allow organizations to engage in two-way communications with their diverse audiences/customers. A strategy to use the most effective communications platforms is essential to driving community engagement.



- 15% complete



## Strategic Initiative: Develop a Collaboration Improvement Plan

Begins in 2024





## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: April 15, 2024**  
**Item: PFAS Update**

### **Council Action Requested:**

Informational memo, no action requested at this time.

### **Background Information**

Hastings has PFAS contamination all six of our municipal wells (specifically PFOA in all six wells and PFOS in two wells) in In anticipation of required mitigation of the PFAS contamination, the City has emphasized communication and transparency for the public.

### **Key Update**

**EPA Limits:** Last year the EPA announced draft maximum contaminant levels for PFOA and PFOS. The final MCL's were released 4/10/2024 at 4 parts per trillion for both PFOA and PFOS. This included five of the City's six wells and the Hastings Veterans Home being over the new MCL. According to the EPA, "Systems that detect PFAS above the new standards will have five years to implement solutions that reduce PFAS in their drinking water."

This starts the clock for the City to do two things:

1. **Notify the public that PFAS in the drinking water exceeds the MCLs.** This is consistent with our long-standing emphasis on communication and transparency. We immediately issued a press release; replied to multiple TV, newspaper, and radio interviews; used social media; and mailed direct notice to water customers. Most important, MDH and MPCA have committed to a **public neighborhood meeting for Hastings residents** within a month. We are presently scheduling this meeting and will publicize it as details are finalized.
2. **Mitigate the PFAS within five years.** This is a \$68.9M project that would construct three water treatment plants to remove PFAS and nitrates from municipal drinking water, as well as connection of the Hastings Veterans Home to the City water system. The project is currently being designed through a grant. Except for the money, this project is

shovel ready to begin as soon as summer 2024. We are actively pursuing potential funding opportunities.

**Financial Impact:**

Not applicable

**Committee Discussion:**

Not applicable

**Attachments:**

Not applicable