

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, May 20, 2024

7:00 p.m.

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

Presentation: Heritage Preservation Commission Awards

- V. APPROVAL OF MINUTES**

Approve Minutes of the City Council workshop and regular meeting on May 6, 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. Approve Sidewalk Café Renewal – Geek Haven Coffee
2. Resolution: Approve In-Store Fireworks Sales for Walmart #1472
3. Resolution: Accept Donation to the Parks and Recreation Department from the Ruth Gale and George W. Doffing Charitable Fund
4. Resolution: Accept Donation to the Parks and Recreation Department from the Kranz and Myers Families
5. Resolution: Accept Donation to the Hastings Parks and Recreation Department from Hastings Rivertown Lions Club
6. Accept MN Department of Natural Resources NCLI Mini Grant
7. 1st Reading: Amend City Code 155.01 – Rezoning – Mint Development – SW Corner of Pleasant and South Frontage Road
8. 1st Reading: Amend City Code Chapters 91 and 155 Chickens, Ducks and Quails
9. Authorize Signature: Extension of Lease Agreement – Melanie Brewer (213 Ramsey Street)
10. Approve Special Event Designation with Temporary Liquor License – Rivertown Days
11. Community Investment Fund: Windscreens with Hastings Tennis Association
12. Arts & Culture Commission: Civic Arena Mural
13. Arts & Culture Commission: Shakespeare in the Park
14. Resolution: Accept Donation to Arts & Culture Commission from Shilts-Johnson (The

Studio Downtown)

15. Approve Hastings Hawks Agreement for Concessions
16. Approve Dakota County Parks JPA: Vermillion River Greenway Construction Project
17. Approve Met Council Intergovernmental Agreement: Citizen Assisted Lake Monitoring Program
18. Approve Civic Arena Project: Change Order #3

IX. AWARDING OF CONTRACTS AND PUBLIC HEARING

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

X. REPORTS FROM CITY STAFF

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

A. Public Works

B. Parks and Recreation

C. Community Development

1. Resolution: Special Use Permit – Cannabis Retail – Vipul Patel (Jake’s Discount Liquor) – 1608 Vermillion Street
2. Resolution: Special Use Permit – Cannabis Retail – Judith Kulla (Caring Hands Massage) – 427 Vermillion Street

D. Public Safety

E. Administration

1. Resolution: Approve New Cannabis Product Retail License for Caring Hands Massage

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, June 3, 2024 7:00 p.m.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Justin Fortney, City Planner
Date: May 20, 2024
Item: Annual Preservation Awards

City Council Action Requested: Join the HPC in congratulating the property owners who will be presented with preservation award plaques.

Background Information: Each year the HPC looks throughout the city, nominates, and votes for a number of good examples of properly maintained or restored properties. The HPC has enjoyed presenting these awards with the City Council for 22 years.

A Century Home plaque will also be awarded to the community favorite turning 100, as determined by the [poll](#) linked from the City Facebook page, closing Thursday May 16.

An HPC Commissioner will ask the recipients to come to the podium for their plaques.

Recognized properties

523 Ramsey St - Arnel Velic
200 2nd St W - Confluence Development Llc

Midcentury Modern
605 11th St W – Ron and Karen Ruckdashel

Stewardship Award
535 5th St West – Daniel and Lacey Boston

The century home with the most community votes by the end of Thursday the 16th will receive a century home plaque.

Advisory Commission Discussion: The HPC selected these properties at its April meeting.

Council Committee Discussion: None

Financial Impact: None

Attachments: Photos of recipients

523 Ramsey St



Fire damage April 27, 2022



200 2nd St W –
Confluence Development Llc



Midcentury Modern
605 11th St W



Stewardship Award
535 5th St West



Century Homes

Turning 100 this year!

A Century Home plaque will be awarded to the community favorite, as determined by the [poll](#) linked from Facebook, closing Thursday May 16.



**Hastings, Minnesota
City Council Workshop
May 6, 2024**

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, May 6, 2024, at 5:30 p.m. in the Volunteer Room at the Hastings City Hall, 101 East 4th 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

Mayor Fasbender called the workshop to order at 5:30 pm and welcomed councilmembers and staff. Wietecha reminded Councilmembers that the most recent Strategic Plan was adopted nearly one year ago and that this workshop is to seek clarification on a few areas.

Wietecha provided an overview of the workshop agenda. He provided a visual of the Community Survey report, indicating that the results are in but that he would be seeking amendment to some of the formatting for more ease in understanding the results. Wietecha also described the ability to use the survey tool for “pulse surveys” that are on a specific topic. A future workshop date will be set to review the results when the report is reformatted.

Wietecha then shifted to the Strategic Plan discussion. The first initiative to review is Alternative Revenue Analysis to expand the revenue base. He indicated that many of the possible sources of revenue still come back to residents and businesses. Council discussion on the need for multiple sources of revenue and that residents are concerned about property taxes and city spending. Council discussion on fees versus taxes, the need for transparency and importance of communicating with residents and business owners. Council discussion and questions on comparison with other cities as well as special taxing district/sales tax options. Council discussion on the extensive funds needed for the infrastructure needed for PFAS and nitrate treatment and options if the City is unable to secure external funding.

Wietecha presented the next initiative for discussion, Responsible Use of Debt. He reviewed how the City is in full compliance with the adopted debt policy. Council discussion on the necessity to retain responsible use of debt in the Strategic Plan. Further discussion on the potential impact if the City needs to bond for the full amount of funds needed to put the PFAS mitigation infrastructure in place. Bonding for that amount would result in a significant increase in water rates and could have a negative impact on the City’s bond rating. This would impact other bonded projects.

Council expressed need for updated talking points to assist them in responding to constituent questions as the PFAS project goes forward.

ADJOURNMENT

Workshop adjourned at 6:55 p.m.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

Hastings, Minnesota
City Council Meeting Minutes
May 6, 2024

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, May 6, 2024 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

Members Present: Mayor Fasbender, Councilmembers 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
Parks and Recreation Director Chris Jenkins
Community Development Director John Hinzman

Proclamation: Veterans of Foreign Wars “Buddy Poppy”

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council regular meeting on April 15, 2024.

Minutes were approved as presented.

Comments from the Audience

Dr. Stephanie Tucker expressed appreciation to Council for work they do; expressed concern about the about water situation and noted the impact water conditions can have on the body. Dr. Tucker strongly encouraged Council to find ways to get water to citizens and would like to be an advocate with the city to address this issue. Dr. Tucker indicated that she would share follow up notes about a tap water database with notations of additional contaminants in water; she does not believe the current recommendations are safe enough.

Councilmember Leifeld reminded listeners about the May 9 Community Meeting on PFAS at 6 pm at the Hastings High School auditorium.

Consent Agenda

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

7 Ayes, 0 Nays.

1. Pay Bills as Audited
2. Building Safety Month Proclamation
3. Resolution No. 05-01-24: Accept Donation to the Parks and Recreation Department from the Henn Family
4. Resolution No. 05-02-24: Accept Donation to the Parks and Recreation Department from Avionte LLC
5. Resolution No. 05-03-24: Accept Donation to the Parks and Recreation Department from Hastings Family Service
6. Resolution No. 05-04-24: Accept Donation to the Parks and Recreation Department from SC Toys
7. Resolution No. 05-05-24: Accept Donation to the Hastings Fire Department from Hastings

- Rivertown Lions Club
8. Resolution No. 05-06-24: Accept Donation to the Hastings Fire Department from Barbara Lippert
 9. Approve Special Event Designation: Animal Ark 3k Walk with Temporary Liquor License
 10. Approve Special Event Designation: Pride Festival
 11. Resolution No. 05-07-24: Approve New Massage Therapy License for Raena Mueller-Dahl
 12. Resolution No. 05-08-24: Approve Outdoor Tent Fireworks Sales License for TNT Fireworks at Walmart #1472
 13. Resolution No. 05-09-24: Approve Temporary One-Day Gambling Permit for Hastings Family Service
 14. Approve Sidewalk Café Renewal for Hastings Tavern with Liquor License Amendment
 15. 1st Reading – Amend City Code Chapter 34 – Building Department Fees
 16. Authorize Project Work: 2025 Neighborhood Infrastructure Improvements
 17. Approve 2024 – 2025 Labor Agreement with Teamsters Public and Law Enforcement Employees Union, Local #320 (Fire Captains)
 18. Approve Pickleball Court Rental Policies
 19. Resolution No. 05-10-24: Write Off Uncollectable AR Balances

H Tobacco – Special Use Permit – Cannabis

Hinzman provided a summary of the request for a Special Use Permit for Cannabis Retail Sales for H Tobacco at 1310 Vermillion Street with an amendment to the conditions to require Mr. Sumrin to acquire sign permit licensure for existing signs erected without proper permits. Hinzman indicated this application is the first Cannabis Retail Sales application to be considered. Hinzman shared the license application has already been considered and approved by City Council and that the Special Use Permit was not included in the original request. Hinzman ensured future requests will go through proper approvals prior to issuance.

Mayor Fasbender opened the public hearing at: 7:17 p.m.

Mayor Fasbender closed the public hearing at: 7:18 p.m.

No Council discussion.

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

Authorize Signature: Professional Services Agreement – Codametrics – Zoning Code Revision

Hinzman provided an overview of the request to authorize signature of the professional services agreement with Codametrics to prepare a revision of the Zoning Code (Chapter 155). Hinzman indicated the entire Zoning Code was last updated in 1996 and comprehensive changes are needed to the code to ensure relevancy. Hinzman reviewed the six firms that responded to the Request for Proposals to provide services. Four firms were interviewed by the City. Codametrics was chosen based on their comprehensive experience in preparing zoning codes and code preparation in similar cities.

Council discussion on when the zoning code was last updated and that updating the code will involve stakeholder engagement, public hearings, and resident involvement. Council discussed project timing when considering the overall budget and other high priority items. Wietecha indicated that in the past few years, the City has had a few land use lawsuits which updates to the zoning code would seek to prevent. Council discussed the use of these funds elsewhere to address higher priority items, the importance of continuing the other work of the City, and the risks associated with delaying the update to zoning code. Wietecha provided

guidance on next steps if Council desires to consider budgetary questions. Hinzman shared he does not know if tabling the item would present issues with the bid. Council discussed the goals of the Strategic Plan and expressed the importance of the project.

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

Trail Easement: Smead Property – Resolution: No. 05-12-24

Jenkins provided an overview of the request to conduct a public hearing and consider the attached resolution vacating a trail easement. The trail easement was acquired to construct a trail through private property owned by Smead Manufacturing. The easement is inaccurate and no longer necessary since Dakota County has obtained a new easement through the property for public trail purposes.

Mayor Fasbender opened the public hearing at: 7:40 p.m.

Mayor Fasbender closed the public hearing at: 7:40 p.m.

Council discussion on completion and extent of the trail. Jenkins provided additional information on the various steps of the project and a general overview of the trail. Council posed questions on responsibility of maintenance and ownership. Jenkins clarified the details of the request.

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

2nd Reading – Chapter 94: Parks and Recreation

Jenkins provided an overview of the request to repeal and replace City Code Chapter 94 regarding Parks and Recreation. The replacement provides simplified language and adds new language to be consistent with current permits, leases, and other City ordinances. Jenkins indicated the Parks and Recreation Commission reviewed and discussed changes in August, 2023 and supports the proposed changes. The first reading was approved by City Council on April 15, 2024. Council is requested to consider the second reading and adopt the ordinance amendment as presented.

Council discussion on clarifying alcohol use regulations in parks.

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

PFAS Update

As it is the first meeting of the month, Wietecha presented the PFAS Update. There will be a public meeting Thursday, May 9 at 6 pm in the Hastings High School Auditorium with the Minnesota Department of Health and Minnesota Pollution Control Agency presenting and taking community questions. Wietecha indicated for those unable to attend the meeting in person, the meeting will be livestreamed on the HCTV YouTube channel. Wietecha reviewed key updates in funding applications at the state and federal levels, as well as updating the application for the state Project Priority List and upcoming Intended Use Plan. On Monday, the Finance Committee will be meeting to discuss the 2025 budget and possible water rate increases. The MPCA is drilling 6 new sampling wells to continue to study contamination locations.

Accounting Software Changeover – Resolution No. 05-13-24: Temporary Waiver of Utility Late Fees

Wietecha provided an overview of the Finance System Project. He shared progress on the two-year project, indicating the City is in the latter stages of implementation. Wietecha shared important dates and details as the City begins to utilize the new system. Staff recommends approval of the resolution for a temporary waiver of utility late fees as some utility customers may be affected during the implementation.

Council discussion on the credit card and ACH fees along with bill pay options without fees. Wietecha clarified the fees are through BS&A and not the City. Council discussed how residents can direct their questions and the process to move over to the new system.

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

Announcements

- May is Mental Health Awareness month.
- May is National Building Safety Month and National Historic Preservation Month; this week is Municipal Clerk Appreciation Week; and next week is National Police Week. Please join me in a great and heartfelt thank you to our employees in these departments for their service to our community.
- The Arts & Culture Commission hosts the annual Creative Convergence on Thursday, May 9. All arts and culture organizations and individuals are invited to attend and network.
- Please join us 6 pm Thursday, May 9, in the High School Auditorium for a presentation on PFAS in Hastings. Representatives from the Minnesota Department of Health and Minnesota Pollution Control Agency will be present for a question and answer period.
- On Saturday, May 11, we have a mattress and box spring drop-off and document shredding event. Discounted price for mattress and box spring recycling and shredding is free. Info on the City website.
- Tuesday, May 14, is the Police Week Open House. All are invited to this free event.
- The Roadside Courts Grand Re-Opening is Saturday, May 18. Ribbon cutting, refreshments, drawing, open play, challenge courts, and clinics. The Hastings Pickleball Association will facilitate lessons.
- Filing for municipal office opens Tuesday, May 21, through Tuesday, June 4. The City Clerk will hold an optional candidate information session on Tuesday, May 21.

Meetings

- HEDRA Meeting on Thursday, May 9, 2024 at 6:00 p.m.
- Arts & Culture Commission Meeting on Wednesday, May 8, 2024 at 6:00 p.m.
- Public Meeting on Drinking Water and PFAS (HHS Auditorium) on Thursday, May 9, 2024 at 6:00 p.m.
- Finance Committee Meeting on Monday, May 13, 2024 at 7:00 p.m.
- Planning Commission Meeting on Monday, May 13, 2024 at 7:00 p.m.
- Parks and Recreation Commission Meeting on Wednesday, May 15, 2024 at 6:00 p.m. – Cancelled
- Public Safety Advisory Commission Meeting on Thursday, May 16, 2024 at 6:30 p.m.
- City Council Workshop on Monday, May 20, 2024 at 5:30 p.m.
- City Council Regular Meeting on Monday, May 20, 2024 at 7:00 p.m.

Councilmember Pemble motioned to adjourn the meeting at 8:11 PM, seconded by Councilmember Lawrence. Ayes 7; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Emily King, Deputy City Clerk
Date: May 20, 2024
Item: Renewal of Sidewalk Café License

Council Action Requested:

Consider the renewal application for a sidewalk café for Geek Haven Coffee.

Background Information:

Geek Haven Coffee has submitted the required application and documents for the renewal of their sidewalk café license.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

N/A



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: May 20, 2024
Item: Approve In-Store Fireworks Sales Licenses for Walmart Supercenter #1472

Council Action Requested:

Approve the attached resolution approving the application for In-Store Fireworks Sales at Walmart Supercenter #1472.

Background Information:

The City has received and reviewed an In-Store Firework Sales application from Walmart Supercenter #1472, 1752 N. Frontage Road for sales in-store with proposed sales dates of May 21, 2024 through July 8, 2024.

Issuance of the license is contingent on passing an inspection by the Hastings Fire Inspector.

Financial Impact:

The associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**RESOLUTION APPROVING IN-STORE
FIREWORKS SALES LICENSES FOR
WALMART SUPERCENTER #1472, 1752 N. FRONTAGE ROAD**

WHEREAS, Walmart Supercenter #1472 submitted an application for In-Store Fireworks Sales License; and

WHEREAS, approval and issuance of the license is contingent on a fire inspection.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, that the In-Store Fireworks Sales License for Walmart Supercenter #1472 is approved.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 20th DAY OF MAY, 2024.

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Paige Marschall Bigler, Recreation Programming Specialist
Date: May 20, 2024
Item: Accept Donation from the Ruth Gale and George W. Doffing Charitable Fund

Council Action Requested: Accept a \$10,000 monetary donation from the Ruth and George Doffing Charitable Fund in support of the Music in the Park series for 2025.

Background Information: Staff submitted a donation request to the Ruth and George Doffing Charitable Fund to support the growth of the Music in the Park series. Based off consistent community feedback, staff expanded the series, offering a total of twelve shows, June through August on Thursday evenings; with the exception of Rivertown Days week. Staff recommends consideration and acceptance of the monetary sponsorship.

Financial Impact: Staff will continue to include donations as a revenue item as part of the budget process to offset programming costs. This donation is additive and should not replace the City's separate allocation for Rotary Pavilion programming. Any unused dollars will be used for future Music in the Park events. Staff will also work to solicit \$500+ individual Music in the Park sponsorships from local and metro area organizations in support of the series, with the intent to secure quality bands.

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

None

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

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

WHEREAS, Ruth Gale and George W. Doffing Charitable Fund has presented to the City Parks and Recreation Department a donation of \$10,000.00 and has designated that this donation be used for the Music in the Park Series for 2025.

WHEREAS, The City Council is appreciative of the donation and commends the Ruth Gale and George W. Doffing Charitable Fund for its civic efforts,

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

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for the 2025 Music in the Park Series

Adopted this 20th day of May, 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: May 20, 2024
Item: Accept Donation to the Parks and Recreation Department

Council Action Requested: Council is asked to accept a donation in the amount of \$1,300.00, 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 Kranz and Myers families have 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 \$1,300.00

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 Kranz and Myers families have presented to the City Parks & Recreation Department a donation of \$1,300.00 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 Kranz and Myers families for their civic efforts,

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

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

Adopted this 20th day of May, 2024.

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marschall Bigler, Recreation Program Specialist
Date: May 20, 2024
Item: Accept Donation to the Parks and Recreation Department

Council Action Requested: Council is asked to accept a donation in the amount of \$500.00, made to the Parks and Recreation Department and has designated that this donation be used for the Rec+Art+Police Program Series.

Background Information: The Hastings Rivertown Lions Club has made this donation to be used for the Rec+Art+Police Program Series.

Financial Impact:

Increase the Parks and Recreation donation account by \$500.00

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 Hastings Rivertown Lions Club has presented to the City Parks & Recreation Department a donation of \$500.00 and has designated that this donation be used for the Rec+Art+Police Program Series; and

WHEREAS, the City Council is appreciative of the donation and commends the Hastings Rivertown Lions Club for their civic efforts,

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

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for the Rec+Art+Police Program Series.

Adopted this 20th day of May, 2024.

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marschall Bigler, Recreation Program Specialist
Date: May 13, 2024
Item: MN DNR NCLI Mini Grant

Council Action Requested: Accept the Minnesota Department of Natural Resources, No Child Left Inside Mini Grant.

Background Information: The MN DNR No Child Left Inside Mini Grant program aims to support and increase efforts to expand programming that connects youth to the outdoors. Originally funded by MN Legislature with continued funding from the legislative sessions.

City staff submitted a proposal to fund snowshoes, poles & an environmental educator to provide outdoor programs which was ultimately selected for \$5,000 of funding.

The planning and implementation efforts, led by staff, will consist of developing programs and a Recreation Equipment Library.

Financial Impact:

Total costs based on scope of work is \$5,000 which will be reimbursed by MN DNR.

Advisory Commission Discussion: None

Council Committee Discussion: None

Attachments:

- Contract Agreement

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Department of Natural Resources ("STATE") and **City of Hastings Parks and Recreation, 101 4th Street East, Hastings, MN, 55033**. ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026 subd. and Minn. Stat. 97A.057 subd. 2, the State is empowered to enter into this grant.
2. Developing a grants program for statewide groups is one strategy the State is using to provide “outdoor environmental, ecological, and other natural-resource-based education and recreation programs serving youth” ([Minn.Stat. § 84.976](#), Subd. 1.)
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. § 16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. § 16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
- 2.3 Acquire pre-approval for any changes to project objectives, audience, timeline and/or budget outlined in Exhibit A. All requests for changes must be submitted in writing and approved by the State's Authorized Representative prior to implementation.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid **\$5,000.00** after Grantee presents an invoice with appropriate documentation for expenditures as described in Exhibit B: Budget Worksheet, which is attached and incorporated into this grant contract agreement.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$5,000.00**

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely, in compliance with the State's Payment Request and Project Interim and Final Report Summary forms, and according to the following schedule: Upon completion of services. Final invoices to be submitted no later than **July 30, 2025**.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is **Amber Kastner, Outreach Grants Specialist, 651-259-5193, amber.kastner@state.mn.us, 500 Lafayette Road, St. Paul, MN, 55155**, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Paige Marschall Bigler, Recreation Program Specialist, 651-480-6182, pmarschall@hastingsmn.gov, 920 West 10th Street, Hastings, MN, 55033**. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 *Waiver*

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Complete*

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property Rights**

10.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *Intellectual Property Rights*

(a) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right,

title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or

federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 (a) Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Requirements

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species when working on or entering into land under the control of the State, or during State-funded work. All parties involved in the project shall prevent invasive species from entering into or spreading within a project site by cleaning equipment vehicles, gear, and/or clothing prior to arriving at the project site and after completion of the project.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by operator-furnished tools or equipment (brush/broom, compressed air or pressure washer) at the staging area. The operator shall

dispose of material cleaned from equipment and clothing at a location determined by the State Wildlife Area Manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The operator shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that come in contact with any infested waters must be thoroughly decontaminated.

17 Pollinator Habitat Enhancement

Habitat restorations and enhancements conducted on State lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. § 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found on the State's website under [MN Pollinator Resources](#).

18 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

19 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels. A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it. The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

Signature Page for: Grant Agreement between (“Grantee”) and the Minnesota Department of Natural Resources (“State”).

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: *Nina Lozano*
204992CB3009423...
Date: April 2, 2024

SWIFT Contract/PO No(s). 246289 / 3-250445

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed by: *Mary D Fabeon*
F49F6F0F0CB249C...
Title: Mayor
Date: April 2, 2024

3. STATE AGENCY

Signed by: *David P Ofelt*
850B10991E174F7...
By: (with delegated authority)
Title: Director
Date: April 7, 2024

DS
DB

PROJECT TITLE Snowshoeing Hastings Parks

VIII-06

Project start date (mm/dd/yyyy) 4/01/2024Project end date (mm/dd/yyyy) 06/01/2025*must be after April 1, 2024**must be before June 30, 2025***Project may be delayed - Start date can not be in advance of contract execution date.****PROJECT SUMMARY** - Describe your project and the expected outcomes. *(Use only the space provided.)*

The No Child Left Inside Program proposed by the City of Hastings Park and Recreation Department aims to address the growing disconnection between today's youth and the natural environment. In a time of indoor play and screen usage, Hastings proposes an initiative to encourage and support the reintroduction of children to the wonders of the winter months and fostering a lifelong appreciation for nature. Program Objectives include 1) Education programming to develop and implement educational programs to focus on snowshoeing but also inclusion of the local ecosystems, environmental stewardship, seasonal changes specific to Minnesota while encouraging a sense of adventure among participating youth. 2) Collaboration with the Hastings School District, Tilden Community Center, community organizations and families to create a network for the No Child Left Inside Initiative. A primary goal of community engagement is the involvement in programming, community events and shared commitment of connecting children with nature. 3) This grant would expand our free nature-focused rental library that offers a variety of equipment for participating youth along with the aim of creating a ripple effect, influencing families and community members to engage in outdoor experiences through addressing the equitable access need of equipment for engagement. The No Child Left Inside initiative aspires to be a catalyst of positive change for Hastings youth. By reconnecting child with the wonders of the natural world, we aim to not only instill an appreciation for our environment but also create a learning environment through strategic collaboration, intentional programming, and a commitment to creating a sustainable impact on the well-being of our community and the planet.

PROJECT BUDGET

Fill in the estimated total cost of the project(s) and the grand total of the dollar amount requested (\$500-\$5,000)

Matching amounts are required for the grant program. This is no minimum, and in-kind support is allowed.

Item	Description	State grant funds (amount requested)	Matching amount (provided by applicant)
Transportation		\$	\$
Program fees	Staff time for developing/implementation of program, community	\$	\$ 1,480
Teacher or sub stipends	outreach and grant management	\$	\$
Curricula and materials		\$	\$
Equipment	30 pairs of Snowshoes and Poles	\$ \$4,350	\$
Contractors	Environmental Educator(s)	\$ 650	\$
Grand Totals		\$ 5,000	\$ 1,480

ACKNOWLEDGEMENTS *(Check boxes after completion and add your electronic signature.)* Have you reviewed all the following documents on the [No Child Left Inside website](#)?

- Request for Proposals
- Sample Grant Contract Agreement, including Conflict of Interest expectations
- Insurance requirements

 Have you reviewed the [Minnesota Government Data Practices Statute](#) for grantees? Information provided in this application becomes public data once grant awards are determined. Is your organization aware of this application, and do you have board/admin approval to submit?

I certify I have read the application (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization.

SIGNED: Paige Marschall Bigler

Digitally signed by Paige Marschall
Bigler
Date: 2023.11.16 09:13:36 -06'00'



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: May 20, 2024
Item: 1st Reading – Rezoning – Mint Development – Pleasant Drive and South Frontage Rd

Council Action Requested:

Consider 1st Reading of an amendment to Hastings City Code Chapter 155.01 - Official Zoning Map to Rezone property from R-1 Low Density Residence to C-4 – Regional Shopping Center. Upon action by the Council, the 2nd reading, and final adoption would be scheduled for the June 3, 2024 City Council Meeting along with the Comprehensive Plan Amendment.

Approval for a rezoning from residential to commercial requires five of seven Councilmembers

Background Information:

HEDRA and Mint Development executed a Purchase Agreement for sale of the property on March 14, 2024. Mint must obtain all land use approvals from the City prior to the December 31, 2024 deadline for closing. Site Plan and Plat applications providing specific site development details will need to be reviewed by Planning Commission and approved by City Council before the end of 2024.

Financial Impact:

Future commercial development of the site will increase the tax base.

Advisory Commission Discussion:

The Planning Commission voted 5-1 (Teiken nay) to recommend approval of the Rezoning along with the Comprehensive Plan Amendment at the May 13, 2024 meeting. No one spoke during the public hearing. Commissioners discussed the effect of the change on adjacent residential homes, screening of trees, and lighting from new development.

Attachments:

- Ordinance Amendment
- Planning Commission Staff Report – May 13, 2024

1st READING DRAFT

ORDINANCE NO. 2024-____, THIRD SERIES

**AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING
SECTION 155.01, ZONING CODE OF THE CITY CODE HAVING TO DO
WITH:**

OFFICIAL ZONING MAP

BE IT ORDAINED by the City Council of the City of Hastings that approximately 3.94 acres of property generally located southwest of Pleasant Drive and South Frontage Road is rezoned from R-1 Low Density Residence to C-4 Regional Shopping Center. The property is legally described as Public Land identified in BAUERS 2ND ADDITION, Dakota County, Minnesota, except Parcel 259P on MN DOT Right-of-Way Plat 19-89, and except portion platted at HASTINGS LIBRARY ADDITION.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law and/or charter.

ADOPTED by the Hastings City Council on this 3rd day of June, 2024.

Mary Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of an ordinance presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 3rd day of June, 2024, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh, City Clerk

(SEAL)

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



Planning Commission Memorandum

To: Planning Commissioners

From: John Hinzman, Community Development Director

Date: May 13, 2024

Item: Mint Development – Comprehensive Plan Amendment and Rezoning – SW Corner of Pleasant Drive and South Frontage Road

Planning Commission Action Requested

Hold a public hearing and recommend action on the following request of Mint Development Company on a 3.94-acre property located at the southwest corner of Pleasant Drive and South Frontage Road owned by the Hastings Economic Development and Redevelopment Authority (HEDRA):

- 1) **Comprehensive Plan Amendment** - Change the Future Land Use Map designation of "Medium Density Residential" to "Commercial"
- 2) **Rezone** property from R-1 Low Density Residence to C-4 Regional Shopping Center

BACKGROUND INFORMATION

Plans for Development

Specific plans for development will be submitted at a later date. A conceptual plan has been included in the packet to provide context on future development.

Purchase Agreement

HEDRA and Mint Development executed a Purchase Agreement for sale of the property on March 14, 2024. Mint must obtain all land use approvals from the City prior to the December 31, 2024 deadline for closing. Site Plan and Plat applications providing specific site development details will need to be reviewed by Planning Commission and approved by City Council before the end of 2024.

Comprehensive Plan

The property is currently guided Medium Density Residential within the 2040 Comprehensive Plan. A request to amend the Comprehensive Plan to reguide the land to Commercial has been submitted with this application. The proposed amendment would be consistent with the intended use as a retail facility.

Zoning

The property is currently zoned R-1 Low Density Residence. A request to rezone the property to C-4 Regional Shopping Center has been submitted with this application. Retail and service establishment are a permitted use within the C-4 Zoning District.

Difference between the Comprehensive Plan and Zoning

The Comprehensive Plan serves as a guiding document for future land use for the next 20 years and includes a Future Land Use Map identifying desired land uses. The Zoning Ordinance is the legal mechanism for regulating land use and includes the zoning map which identifies zoning districts and permitted uses. The Future Land Use Map of the Comprehensive Plan is used to guide decisions on rezonings.

Existing Condition

The existing site sits approximately 15-25 feet below the elevation of surrounding properties and contains a stormwater basin. Existing stormwater flow and future stormwater needs established through development would both need to be accommodated as part of the future site plan application. Trees buffer the site to the west and south.

Adjacent Zoning and Land Use

The following land uses abut the property:

Direction	Use	Comp Plan District	Zoning District
North	South Frontage Road - Vacant Land - Pleasant Hill Library	Commercial Institutional	PI Public Institution PI Public Institution
East	Pleasant Drive - Westview Mall	Commercial	C-4 Regional Shopping Center
South	12 th Street - Twin Homes	Medium Density Residential	R-3 Medium High- Density Residence
Southwest	McAuliffe Elementary School	Institutional	R-1 Low Density Residence
West	Marketplace Townhomes	Medium Residential Commercial	R-4 High Density Residence

History

The property was deeded as public land to the City of Hastings in 1968. On February 5, 2024 the City Council determined that it did not require the land for public use and transferred the property to HEDRA for future sale and development.

Notification of Adjacent Owners

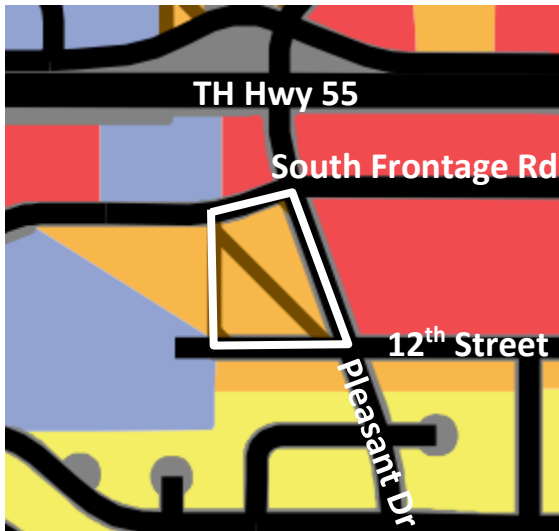
All property owners within 350 feet of the site were provided notification of the meeting. No comments or concerns have been received by City Staff at the time of this report.

COMPREHENSIVE PLAN AMENDMENT

Request

Change the Future Land Use Map designation from “Medium Density Residential” to “Commercial”. The Future Land Use Map is located on page 4-39, [Chapter 4 - Land Use](#).

2040 Comprehensive Plan



Commercial

Commercial is defined within the Comprehensive Plan as:

Businesses providing retail trade or service for individuals or businesses. Also includes office buildings.

Analysis

- The site is undeveloped and abuts Westview Mall
- Areas to the east and north are designated for commercial use.
- The site is near the TH 55 and Pleasant Drive, a controlled intersection.

RECOMMENDATION - Comprehensive Plan Amendment

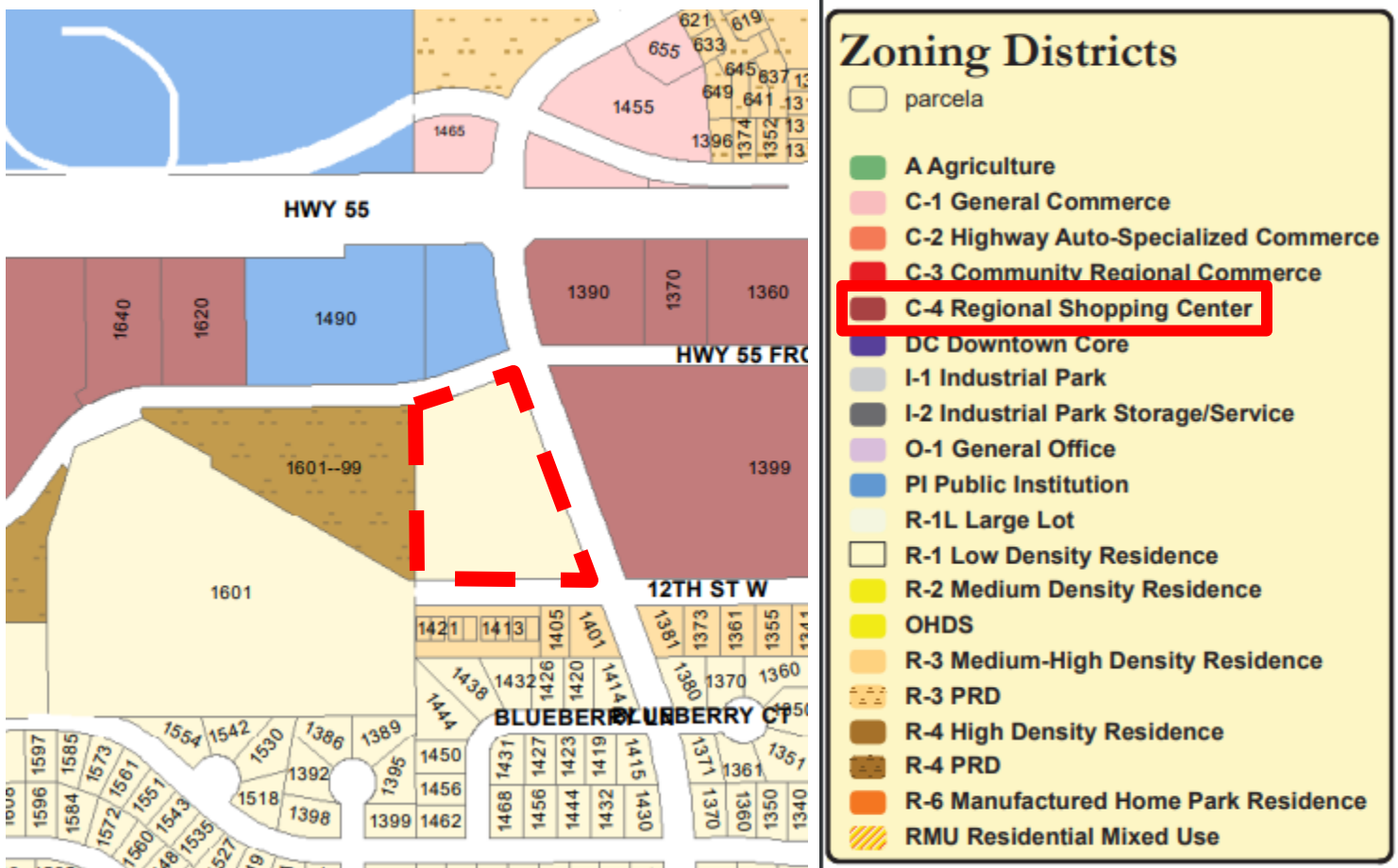
Approval of the Comprehensive Plan Amendment is recommended subject to the following conditions:

- 1) Conformance with the plans submitted with the Planning Commission Staff Report dated May 13, 2024.
- 2) Approval of the Comprehensive Plan Amendment by Metropolitan Council.

REZONING REVIEW

Request

Rezone property from R-1 Low Density Residence to C-4 – Regional Shopping Center. The action serves as an amendment to Hastings City Code Chapter 155.01 - Official Zoning Map.



Uses - C-4 Zoning District

Hastings City Code Chapter 155.32 establishes the following requirements for the C-4 Zoning District:

155.32 C-4 Regional Shopping Center

1. *Intent.* The intent of this chapter in establishing a regional shopping center district is in recognition of future needs for one or more large commercial areas to serve the city and surrounding areas.
2. *Uses Permitted.* All uses permitted in C-3 Community Regional Commerce District.
3. *Uses By Special Permit.*
 1. All uses permitted by special use in the C-3 Community Regional Commerce District and the following.

2. Adult Establishments and Accessory Adult Establishments (as defined in Chapter 114) subject to the following minimum requirements:
 1. Adult Establishments and Accessory Adult Establishments shall be located at least 500 feet away from any residential property;
 2. Adult Establishments and Accessory Adult Establishments shall be located at least 500 feet away from any church, school, library, park and public recreation area;
 3. Adult Establishments and Accessory Adult Establishments shall be located at least 500 feet away from any other Adult Establishment or Accessory Adult Establishments; and
 4. Adult Establishments and Accessory Adult Establishments shall obtain all city licenses required in Chapter 114 before commencing operation.
3. Towers as regulated by §155.07.
4. Temporary auto sales may be allowed to support the activities of a non-profit community organization (such as a fund-raiser for a sports team or school). Each auto dealership may be allowed 1 sale per year, with the sale not to exceed 14 calendar days per year. Each parcel of land in the C-4 District is allowed 1 sale per year. If a business consists of more than 1 parcel, only 1 sale may be allowed.
 1. The following shall be considered in granting a special use permit:
 1. The effect on the total number of parking spaces at the business the sale is held.
 2. The effect of the ingress and egress at the parking lot.
 3. The effect on accessibility of emergency services.
 4. The effect on neighboring businesses or residential areas from an increase in traffic. (Prior Code, § 10.21) Penalty, see §10.99
5. Climate Controlled Storage Facility.
 1. All storage activity must be conducted within a building. Exterior storage, or use of accessory buildings, pods, trailers, and the like shall be prohibited.
 2. No more than 20,000 s.f. of any building shall be utilized for Climate Controlled Storage.
6. Cannabis retailer, edible retailer, medical retailer, and medical cannabis distribution facility that comply with the requirements of city Code Chapter 155.07.J.

155.30 C-3 Community Regional Commerce

1. *Intent.* The intent of this chapter in establishing a community-regional commerce district is in recognition of the existing downtown commercial development and of the need for its future expansions, rehabilitation and redevelopment.
2. *Uses Permitted.*
 1. Commercial establishments including, but not limited to, the following:
 1. Retail and service establishments excluding automobile repair;
 2. Offices;
 3. Entertainment and amusement services; and
 4. Lodging services including hotel and motel.
 2. Public and semi-public buildings;
 3. Private clubs;
 4. Residential dwellings provided they are located above the first-floor level;
 5. Automobile parking lots;
 6. Churches; and
 7. Accessory uses incidental to the foregoing principal uses.
3. *Uses By Special Permit.*

1. Automobile service stations and motor vehicle repair and wash;
2. Small animal clinics, excluding establishments with outside runs and non-patient overnight boarding;
3. Towers as regulated by § 155.07; and
4. Residential dwellings on the first-floor level provided the dwelling is accessory to a commercial use, less than 50% of the first level floor area and is located in the rear of the building with a separate outside entrance. (Prior Code, § 10.20A) Penalty, see § 10.99
5. Dairies and Creameries
6. Brew Pub
7. Brewery Taproom, provided that a minimum 20 percent of the floor area devoted to use as retail sales and a brewery production and distribution area up to 7,500 square feet.
8. Microdistillery with Cocktail Room, provided that a minimum 20 percent of the floor area is devoted to use as retail sales and a microdistillery production and distribution area up to 7,500 square feet.
9. Conversion of existing building space of no greater than 10,000 s.f. into a restaurant, tavern, or lounge per Section 155.09, Subd. F.6.
10. Cannabis retailer, edible retailer, medical retailer, and medical cannabis distribution facility that comply with the requirements in City Code Section 155.07.J.

Analysis

- Rezoning conforms with the proposed Commercial Land Use District of the Comprehensive Plan.
- Westview Mall abuts the property to the east and is also zoned C-4
- The property is near the stoplight of TH 55 and Pleasant Drive a major traffic intersection within the City.

RECOMMENDATION - Rezoning

Approval of the rezoning is recommended subject to the following conditions

- 1) Conformance with the plans submitted with the Planning Commission Staff Report dated May 13, 2024.
- 2) Approval of the Comprehensive Plan Amendment changing the Future Land Use Map designation from "Medium Density Residential" to "Commercial".

ATTACHMENTS

- Site Location Map
- Site Pictures
- Conceptual Plan for Development
- Application

LOCATION MAP



Site Pictures



Looking South from South Frontage Rd



Looking West from Pleasant Dr





#24-18

VIII-07

City of Hastings Community Development Department

Land Use Application

Address or PID of Property: 19-13401-04-101

Applicant Name: MINT DEVELOPMENT CO
Address: 723 S OAKS DR
HASTINGS MN 55033
Phone: 612-499-6095
Fax: _____
Email: ROBO@MINTDEVCO.COM

Property Owner: HEDRA
Address: 101 4TH ST E
HASTINGS, MN 55033
Phone: 651-480-2378
Fax: _____
Email: JHINZMAN@HASTINGSMN.ORG

Description of Request: REQUEST FOR REZONING + COMPREHENSIVE PLAN AMENDMENT TO ALLOW FOR RETAIL DEVELOPMENT. REQUESTING REZONING FROM R-1 TO C-4 REGIONAL SHOPPING CENTER.

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

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

Total Amount Due: \$ 500 ⁰⁰

Make checks payable to City of Hastings.
Most credit cards accepted, excluding escrow payments.

Please ensure that all copies of required documents are attached.

Robert Barse 04/16/24
Applicant Signature Date

[Signature] 4/16/24
Owner Signature Date

ROB BARSE, MANAGING PARTNER
Applicant Name and Title – Please Print

John Hinzman
HEDRA
Executive Director
Owner Name – Please Print

OFFICIAL USE ONLY

File # 24-18
Fee Paid: PAID

Rec'd By: J Hinzman
Receipt # _____

Date Rec'd: 4/16/24
App. Complete complete

ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

Signature of applicant Robert Barse Date 9/16/21

Name of applicant Rob Barse Phone 612-499-6095
(Please Print)

Name and address of Contact (if other than applicant) _____

_____ Phone Number

_____ Date



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Justin Fortney, City Planner
Date: May 20, 2024
Item: 1st Reading: City Code Amendments –Amend Keeping of Chickens in Residential Areas

Council Action Requested:

Hold 1st Reading for the attached amendment to Hastings City Code Chapters 155 - Zoning and 91 - Animals for the following general changes:

1. Allow for the keeping of up to six chickens from four.
2. Allow for the keeping of up to three ducks.
3. Allow for the keeping of up to ten quail.

Upon action by the City Council, the second reading, and final action would be scheduled for the June 3rd City Council Meeting. Approval requires a simple majority of the City Council.

Background Information:

The City of Hastings has allowed the keeping of four chickens since the summer of 2021 on residential properties. There are currently nine chicken license holders with little issue.

Please see the attached May 13, 2024 Planning Commission staff report for further information.

Financial Impact:

N/A

Advisory Commission Discussion:

The Planning Commission voted 7-0 to recommend approval of the amendment as presented at the May 13th meeting. No comments were made during the public hearing.

Council Committee Discussion:

The Planning Committee of the City Council met on April 8, 2024 and directed staff to draft an ordinance amendment proposal after reviewing a citizen request for the change.

Attachments:

- Draft Ordinance Amendment
- Planning Commission Memo – May 13, 2024

ORDINANCE NO. _____

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING
HASTINGS CITY CODE CHAPTER 155 - ZONING ORDINANCE REGARDING USES
AND 91 KEEPING OF ANIMALS**

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

SECTION 1. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 91, Section 91.02.A Exceptions shall be amended as follows:

91.02 Keeping Of Animals

It is unlawful for any person to keep any animal (other than cats and dogs), not in transit, in any part of the city not zoned for agricultural purposes.

A. Exceptions.

1. Chickens (*Gallus gallus domesticus*), ducks (*Anas platyrhynchos domesticus*), and quail (*Coturnix japonica domesticus*) subject to the following regulations:
 - a. Purpose. The purpose of this division is to provide a means, through the establishment of specific standards and procedures, by which chickens, ducks, and quail can be kept in areas that are principally not used for agricultural. It is recognized that the keeping of chickens is clearly incidental and subordinate to the primary use and will not be allowed to negatively impact the character, health, safety or general welfare of the surrounding area.
 - b. License required. No person shall keep chickens, ducks, and quail within the city on any nonagricultural property without first obtaining a license from the city, where permitted by the zoning ordinance. For purposes of this subsection, “property” shall mean the lot or contiguous lots that are owned or controlled by the applicant upon which the license shall apply.
 - c. Application. An application for a license to keep chickens, ducks, and quail shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

- 1) The name and address of the owner(s) of the chickens, ducks, and quail and the owner of the property where they ~~y-chickens~~ will be kept, if different;
 - 2) The number of chickens or ducks, and quail to be kept on the property;
 - 3) A scaled site plan or property survey showing the property dimensions, the proposed location of the building and enclosed outdoor area to house the chickens on the subject property along with the dimensions of the building and enclosure;
 - 4) A drawing or picture of the proposed ~~building to house the chickens~~ keeping improvements along with a list of the exterior materials for the building;
 - 5) Payment of the fee for the license to keep chickens, ducks, and quail as set forth in the city fee schedule.
- d. Granting issuance of license. The city clerk may administratively approve a license or license renewal under this subsection if:
- 1) The applicant has submitted the required documentation that meets the requirements herein; and
 - 2) For renewal applications, the license holder has not had more than two violations of this subsection within the previous 12 months.
- e. Standards. Any person keeping chickens, ducks, and quail on nonagricultural property, where permitted by the zoning ordinance, shall comply with the following:
- 1) Up to 6 chickens may be kept on any property of any size but not with ducks.
 - 2) Up to 3 ducks may be kept on any property of any size but not with chickens.
 - 3) Up to 10 quail may be kept on any property of any size with chickens or ducks.
 - ~~1) Up to four total hen chickens may be kept on any property of any size.~~
 - ~~2)4) _____ For large properties, (a single lot or more than one contiguous lot combined) that are more than one acre double the original number of chickens, ducks, and quail allowed may be kept per each acre over one acre. may keep four hen chickens per acre.~~
 - ~~3)5) _____ No person shall keep chicken roosters or drake ducks on the property.~~
 - ~~4)6) _____ The slaughter of chickens-animals within the city is prohibited.~~
 - ~~5)7) _____ The owner of the chickens, ducks, and quail shall live in the residential dwelling on the property.~~
 - ~~6)8) _____ Chickens, ducks, and quail more than four monthssix weeks old shall not be kept inside the residential dwelling.~~
- f. Shelter and outdoor enclosure requirements. Every person who owns, controls, keeps, maintains or harbors ~~hen~~ chickens, ducks, and quail must keep them confined on the premises at all times and provide them with a building ~~to shelter the chickens and an enclosed outdoor area. Buildings to house the chickens and enclosed outdoor areas for the chickens shall comply that complies~~ with the following standards:

- 1) Chickens and ducks shall be provided with a secure ~~well~~-ventilated roofed structure with a solid floor. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.
 - 2) Only one building and enclosed outdoor area to house the chickens or ducks ~~and one enclosed outdoor area~~ shall be allowed per lot.
 - 3) Buildings to house the chickens or ducks shall comply with the accessory building requirements and standards in 155.05(D).
 - 4) Fencing for the required enclosed outdoor area for the chickens or ducks may utilize poultry netting fence. Fencing may be galvanized or earth tone but shall not be bright colors and in no case can the fence be electrified. Fencing for the enclosed outdoor area should be six feet high or secured from above for predator protection. to better protect the chickens from predators.
 - 5) Buildings to house the chickens shall provide for a minimum of 4 square feet per chicken. The enclosed outdoor area shall provide for a minimum of 8 square feet per chicken.
 - 6) Buildings to house ducks shall provide for a minimum of 5 square feet per duck. The enclosed outdoor area shall provide for a minimum of 15 square feet per duck.
 - 7) Building hutches to house quail shall provide for a minimum of 1.5 square feet per quail. The buildings hutches shall include an enclosed section with a solid floor and caged area with a solid roof. Building hutches must be screened from view.
 - 4)8) Any device used for heating (i.e. heat lamps) within the building to house the chickens must be properly rated for that use and secured so as not to cause a fire hazard.
 - 5)9) Buildings and Enclosed outdoor areas ~~for the chickens~~ shall not be located in the front or side yards.
 - 6)10) Any building to house chickens and the enclosed outdoor area for the chickens, ducks, and quail shall be set back at least five feet from all property lines.
 - 7)1) Fencing for the required enclosed outdoor area for the chickens may utilize poultry netting fence. Fencing may be galvanized or earth tone but shall not be bright colors and in no case can the fence be electrified. Fencing for the enclosed outdoor area should be six feet high to better protect the chickens from predators.
 - 8)1) Buildings to house the chickens shall provide for a minimum of 4 square feet per chicken. The enclosed outdoor area shall provide for a minimum of 8 square feet per chicken.
- g. Duration of license. A license to keep chickens, ducks, and quail shall be issued to the applicant for a period of five years, ~~so long as the license holder continues to own chickens~~. The license is not assignable or transferrable. If the license holder moves from the property but the chickens, ducks, or quail remain on the property, the new owner must apply for a new license. If any license holder does not own chickens, ducks, or quail for a period of one year, the license automatically terminates.

- h. Conditions/maintenance and inspections. No person who owns, controls, keeps, maintains or harbors chickens, ducks, and quail shall permit the premises where the ~~y chickens~~ are kept to be in or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be in such condition that noxious odors to be carried to adjacent public or private property. Feeders and food storage containers must not be accessible to rodents and wild birds. No chicken, ducks, and quail shall be kept or raised in a manner as to cause injury to persons or other animals on properties in the vicinity by reason of noise, odor or filth. Any building to house chickens, ducks, and quail or enclosed outdoor area for the chickens authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.
- i. Revocation of license. A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in this code.
- j. Violations. Violations of this subsection are punishable with a misdemeanor citation or civil or administrative penalties, as authorized by law.

SECTION 2. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 155, Section 155.22(B)(8) is amended as follows:

§ 155.22 R-1 Low Density Residence.

(B) Uses Permitted

(8) Keeping chickens, ducks, and quail pursuant to 91.02.

Note: This listed use in the R-1 district automatically applies to the following "R" districts. the redundancy is being deleted, not the use.

SECTION 3. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 155, Section 155.22.5(B)(2) is amended by adding subsection (8) as follows:

§ 155.22.5 R-1L Low Density Residence Large Lot.

(B) Uses Permitted

~~(2) Keeping chickens pursuant to 91.02.~~

SECTION 4. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 155, Section 155.23(B)(5) as follows:

§ 155.23 R-2 Medium Density Residence.

(B) Uses Permitted

~~(5) Keeping chickens pursuant to 91.02.~~

SECTION 5. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 155, Section 155.24(B)(6) as follows:

§ 155.24 R-3 Medium High Density Residence.

(B) Uses Permitted

~~(6) Keeping chickens pursuant to 91.02.~~

SECTION 6. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 155, Section 155.36(B)(8) as follows:

§ 155.36 PI Public Institutional.

(B) Uses Permitted

(8) Keeping chickens, ducks, and quail pursuant to 91.02.

SECTION 7. 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 ordinance amendment changes the keeping of chickens from 4 to 6 and allows for 4 ducks and 10 quail on any sized residential property where allowed along with Public Institutional district properties. The amendment establishes regulations related to those changes.

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

Adopted by the Hastings City Council on this ____ day of _____, 2024, by the following vote:

Ayes:

Nays:

Absent:

CITY OF HASTINGS

Mary Fasbender, Mayor

ATTEST:

Kelly Murtaugh
City Clerk

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

City Clerk

Kelly Murtaugh



Planning Commission Memorandum

To: Planning Commission

From: Justin Fortney, City Planner

Date: May 13, 2024

Item: Ordinance Amendment #2024-16– Amend Ordinances: 155 & 91 Keeping of Chickens in Residential Areas

Planning Commission Action Requested

Hold a public hearing and review the attached amendment proposal to Hastings City Zoning Code 155 and Animal Code 91, to allow ducks, quail, and additional chickens and make a recommendation to the City Council.

History

The City of Hastings has allowed the keeping of four chickens since the summer of 2021 on residential properties. There are currently nine chicken license holders and there has only been one complaint. Some chickens had gotten out of their yard. The owner was contacted by code enforcement.

A request has been made to increase the number of chickens from four to six and to allow ducks and quail. Alternative poultry for backyard chicken flocks are sought for a variety of reasons. The number one reason is due to chicken egg allergies. Although, cross-reactivity is common with quail eggs (69%) and duck eggs (66%).¹

Research - Ducks

Ducks are starting to be allowed in some cities that have allowed chickens. In most of those instances, the allowable number of ducks is lower than the number of allowable chickens. The cities allowing ducks indicated that it was a recent change and there have been few to no license applications to report on.

Duck facts:

- They are relatively quiet including the drakes (males).
- Messier than chickens, as their excrement is much wetter than chickens.
- Need more space than chickens.
 - o They nest and lay on the floor rather than a perch.
 - o They can be larger than chickens.

- More area is needed for waste to dry.
- They don't require a pond but need bathing water deep enough to submerge their head.
- Mixing chickens and ducks in the same coop is debatable. It is often done successfully. The two have different needs but can adapt. They generally wouldn't choose to live together, certainly not in the wild.

Research – Quail

Few cities allow quail specifically by name. Some allow them because they are not specifically prohibited. Most cities that allow quail, do it by allowing poultry in general. Those cities often subtract out poultry that are not allowed (turkey, guineafowl, etc). Often those cities have limited numbers of poultry regardless of type. This is very limiting for Quail since they are substantially smaller than the other poultry.

Quail facts:

- Quail are quiet. Male calls are low and sound like a songbird.
- They and their eggs are small (3-4 = a chicken egg)
- They need to be housed on their own, not as part of a mixed flock.
- They need a fully enclosed house and cage because of their flighty nature.
- Typical housing resembles a raised cage or hutch with a wire floor and an enclosure with sand or wood shaving/ straw litter. Sometimes people build a netted aviary.
- Total space required is 1.5 square feet each.

Feedback from other cities

Staff reached out to many of the cities allowing ducks or quail. The response was uniformly that there have not been any issues, but that they have few to no license holders other than for chickens. Most of the allowances were new and there were only a small number of or no citizens that had ducks or quail. Some cities require applicants to choose chickens or ducks, but most don't address cohabitation. Typically, cities only allow one coop.

The city of Cottage Grove Code Enforcement Officer said there aren't any licensed ducks yet. Based on her experience growing up with chickens and ducks, she believes they should not cohabitate and too many ducks will cause an odor issue.

A city of Minneapolis animal control service representative said with a tier I permit, they allow up to 6 fowl including chickens and ducks. He said they have not had any issues that couldn't be rectified.

City	Allowed	Notes
Zumbrota	10 chickens and or ducks, only 4 may be ducks	No pools, one duck license
North Branch	6 chickens and or ducks	
Brainard	4 chickens OR 4 ducks	Can't have both
Cambridge	6 chickens and or ducks	Separate coops required, allow drakes
Isanti	6 chickens and up to 2 ducks	Duck wings must be clipped
Oak Park Heights	4 chickens and or ducks	Ducks must be flightless, no wing clipping. 2 duck licenses have been issued.
Minneapolis	6 chicken ducks, or quail	They weren't sure if anyone has applied for ducks yet.
Cottage Grove	6 fowl or poultry	They have about 30 licenses, no ducks, one quail.
Specific to Quail		
Maplewood	10 Poultry of the order Galliformes (includes Quail)	Excludes turkeys and roosters
Oakdale	6 Poultry	4 SF/ bird coop, 10 or 16 SF run
Baudette	12 birds total, 6 may be chickens	coop/ run area 10 SF per chickens and 2 SF for quail

Staff recommendation

There haven't been issues with the four chickens currently allowed in Hastings. While allowing up to four chickens is the most common among other cities, many have increased their allowance to six or more. Current regulations require four square feet per chicken for coop sizing and eight square feet for the run. This is on the higher end for chickens, but on the low end for duck coops and very low for duck runs. A higher ratio is more critical in this climate where they will be coop bound more often. Staff is proposing to allow less ducks than chickens due to a higher likelihood of smells and their need for more space. Staff is also proposing to not allow for keeping of both chickens and ducks at one property. Two separate coops facilities will clutter yards and be esthetically detracting. Forcing animals from different orders to live together doesn't seem ethical, even if it works. Staff is also proposing to not allow duck ponds or kiddie pools for duck features. Swimming water is not necessary and raises concerns as stagnant water that would breed mosquitos, smells, and bacteria. Quail hutches are very small and can be easily screened making them very compatible on a residential lot, even in addition to chickens or ducks.

The attached ordinance amendment proposal includes changes to the existing keeping of chickens regulations, which were adopted in 2021. Below is a summary of substantive changes.

1. Allow up to 6 female chicken (from 4)(no ducks).
2. Allow up to 3 female ducks (no chickens).
 - a. No ponds or kiddie pools allowed.
 - b. Coops minimum of 5 square feet and runs of 15 square feet/ duck (slightly more than for chickens 4 & 8 SF).
3. Allow up to 10 quail. 1.5 square feet each.
 - a. Quail hutch/ cages must be screened and meet property line setbacks
4. The use of keeping chickens is currently listed individually in the R-1, R-1L, R-2, R-3, and PI districts. It is redundant to list it separately in the R-1L, R-2, and R-3 districts because any use listed in the R-1 district automatically is allowed in them. These redundant listings are proposed for deletion. This proposed change only serves to clean up the ordinance.

Attachments:



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: May 20, 2024
Item: Authorize Signature: First Amendment to Lease Agreement – 213 Ramsey Street
– Melanie Brewer

Council Action Requested:

Authorize Signature of the attached First Amendment to the Lease Agreement between the City of Hastings and Melanie Brewer. A simple majority is necessary for actions.

Background:

The City would lease space at 213 Ramsey Street between April 1st and November 30, 2024 to Ms. Brewer to host and conduct estate sales. The City would collect \$700 per month in rent which would include utilities.

Financial Impact:

Collection of rent would defray carrying costs for the building. Site activity would better protect a City asset

Advisory Commission Discussion:

N\A

Council Committee Discussion:

N\A

Attachments:

- Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”) is entered into as of _____, 2024 (the “Effective Date”), by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Melanie Brewer dba Method Organization Co., a sole proprietor (“Tenant”).

RECITALS

Recital No. 1. The City and Tenant entered into a Lease Agreement dated March 27, 2024 (“Lease Agreement”) for the Property described on Exhibit A to the Lease Agreement.

Recital No. 2. Tenant has requested an extension of the Lease Term.

Recital No. 3. The City does not object to the extension of the Lease Term.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The entire Lease Agreement is hereby incorporated into the First Amendment, except as modified below.
2. Article 2 of the Lease Agreement shall be removed and replaced in its entirety as follows:
 2. **TERM.** Tenant shall have and hold the Premises April 1, 2024 (the “Commencement Date”) and terminating November 30, 2024 (the “Term”), unless extended by the parties in writing. This Lease is terminable at will by Tenant upon 10 days’ advance written notice to Landlord. From the effective date of the termination by Tenant, any proceeds from subtenants will be retained by Landlord.
3. Except as provided for above, the terms and provisions of the Lease Agreement shall remain in full force and effect.
4. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
5. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Tenant or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

6. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[The remainder of this page was intentionally left blank.]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

**CITY:
CITY OF HASTINGS**

By _____
Mary Fasbender
Its President

By _____
Kelly Murtaugh
Its Secretary

TENANT:
MELANIE BREWER DBA METHOD ORGANIZATION CO.

Melanie F. Brewer
Sole Proprietor



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Paige Marschall Bigler, Recreation Program Specialist
Date: May 20, 2024
Item: Rivertown Days - Special Event Designation & Temporary Liquor License

Council Action Requested:

Designate 2024 Rivertown Days as a Special Event coordinated by the Hastings Area Chamber of Commerce and Tourism Bureau from July 19th through July 21st 2024, and approve a three day on-sale liquor license as part of the Rivertown Days Community Celebration.

Background Information:

The Hastings Area Chamber of Commerce & Tourism Bureau has made a request to have July 19 – 21 designated as a special event. Management Staff have been working with the Rivertown Days Committee and are supportive of the event with the following conditions:

Traffic Management Conditions:

- Traffic Management Plan submitted by a third-party vendor for City Staff review – detour route and trailblazing implemented including delivery, setup and takedown.
- Traffic control vendor to provide metal fencing, similar to 2023. Fencing will run along Tyler St. from the Mississippi River up to 2nd Street. Additional fencing available to fill areas that are not blocked by a stage or entrance tent. An easily movable barricade near the small stage on Sibley St. to block foot traffic but allow EMT access if necessary. Barricades at ally behind Lock & Dam and one behind Hastings Social Tavern to deter alcohol beyond boundaries.
- Signage at both ends of 2nd St., mid-block 2nd-3rd on Sibley and Ramsey be similar in size/visibility used for last summer's downtown closures. 'Road Closed Ahead' signs at Vermillion/3rd, 4th/Sibley, 4th/Ramsey, and warning on Tyler both north and south of 2nd St. 'No Right Turn' sign on frontage road just prior to 2nd St. and 'No Right Turn' and 'No Left Turn' sign north and south of 2nd St. E. on Tyler Street.
- Event coordinators ensure there are way finding signs on Tyler St. and behind the Legion to identify entrances.
- Advance notification to traveling public required along 2nd St. on approaches to closure area (example: This road closed for event July 19th – 21st)
- Accessible parking spots to be identified and posted by RTD Committee.
- Police Department requests two golf carts for shuttling police reserves.

Temporary Liquor License Conditions:

- Access to and egress from the alcohol service areas must be always staffed with private security personnel during service hours. Security personnel need not be uniformed but must wear something that identifies them as SECURITY. Security personnel may be employees of the event's liquor license or volunteer staff.

- Security personnel are expected to immediately report to the Hastings Police Department any traffic safety issues, disorderly conduct, or criminal behavior that may affect the safety of the event staff, attendees, or surrounding community.
- Identification checks must be made to ensure with the Minnesota alcohol consumption possession statutes. Beer tent hours will be 5:00 p.m. – 11:00 p.m. on Friday, and 1:00 p.m. – 11:00 p.m. on Saturday. Last call at 10:30 p.m. on Friday and Saturday.
- Only alcoholic beverages allowed outside the bar/restaurant spaces from Chamber beer tent. List of beverages provided to Police Dept. prior to the event.
- Alcoholic beverages are not permitted to leave Rivertown Days boundaries.
- Security member positions in the alley behind Lock and Dam Eatery.
- Proof of insurance for the temporary liquor sales must be received by City staff in advance of the event.

General Conditions:

- Chamber to receive written approval to utilize private property.
- Chamber to receive letter of approval from DNR to close Jaycee Boat Launch
- Tent inspection by the Fire/EMS Department to address proper safety items in advance of the event.
- Stages taken down by event volunteers after event Saturday night to allow space for car show on Sunday.
- Public Works Department staff check electrical outlets at Jaycee Park prior to RTD weekend for craft fair and food vendors.
- Public works department to provide water access for food vendors and the carnival at Levee Park from hydrants. Public Works and RTD staff identify hydrants prior.
- Public Works to mow and mark off the grassy area past the boat launch in Jaycee Park for additional parking.
- Parks Department connect with Mosquito Control District to spray for mosquitos in Jaycee and Levee Park before RTD weekend.
- Parks Department to mow private property adjacent to Levee Park the Monday of Rivertown Days weekend, prior to carnival set up.
- Parks Department will provide delivery and pickup of picnic tables to Jaycee Park and Levee Park.
- Parks Department will lock Levee Park restrooms and post closure signage.
- Parks Department will coordinate Trash, Recycling & Organics carts and dumpsters delivery and distribution with Tennis Sanitation.
- Parks Department will check garbage/recycling for pickup throughout Jaycee Park and Levee Park in the morning and afternoon, July 19-21. Event volunteers to empty garages/recycling in the evenings.
- The downtown big belly bins will be saran wrapped shut with an out of service sign posted by Public Works Staff due to insufficient capacity to maintain regular emptying by maintenance.
- Any additional coordination with City Staff as requested to ensure a successful event.

Financial Impact:

Temporary on-sale liquor license fee of \$75.00. City resources are committed to this event as part of the annual budget and the City is listed as one of the event sponsors.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Special Event Application and letter
- Traffic Management Plan
- Security Overview
- Event layout & Maps
- Temporary Liquor license application

Special Event Permit Application

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



VIII-10

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

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.

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.

CONTACT INFORMATION:

Paige Marschall Bigler, Recreation Programming Specialist

pmarschall@hastingsmn.gov

651-480-6182

- Special Event Application
- Park Rentals

Emily King, Deputy City Clerk

eking@hastingsmn.gov

651-480-2343

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

Organization Information (if applicable)

Organization: Hastings Area Chamber of Commerce & Tourism Buear	+
Primary Phone Number: 651.437.6775	
Website Address: www.hastingsmn.org - Event: www.rivertowndaysmn.com	+

Event Organizer

Name and Title: Rivertown Days	+
Mailing Address: 200 2nd Street West, Suite 100, Hastings, MN 55033	
Primary Phone Number: 651.437.6775	+
Email Address: staff@hastingsmn.org or kristy@hastingsmn.org	
On-Site Contact: Kristy Barse	
Primary Phone Number: 952.217.6579	
Email Address: Kristy@hastingsmn.org	

General Event Information

Event Name: Rivertown Days	
Type of Event:	
<input type="checkbox"/> Race/Run/Walk	<input checked="" type="checkbox"/> Downtown Event
<input checked="" type="checkbox"/> Concert/Performance	<input checked="" type="checkbox"/> Fundraiser
<input checked="" type="checkbox"/> Other: Community wide festival	
Event Description in Detail: Community wide festival including a live music, an arts & crafts fair, food trucks, beer tents, carnival rides and events around town.	
Is this an annual event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is this a multi-day event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Event Start Date: 7/19/24	Event End Date: 7/21/24
Is the event open to the public or private? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	

Is there an admission fee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is the anticipated attendance? 10,000
What was the previous year's attendance? 8,000 - 10,000
Where will the event be located? See attached
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: <u>2 days</u> Tear Down: <u>1 day</u>	
Event Set-Up Date: <u>07/19/2024</u>	Event Set-Up Time: <u>8:00 a.m.</u> to <u>2:00 p.m.</u>
Event Start Date: <u>07/19/2024</u>	Event Start Time: <u>5:00 p.m.</u>
Event End Date: <u>07/21/2024</u>	Event End Time: <u>4:00 p.m.</u>
Event Tear Down Date: <u>07/21/2024</u>	Event Tear Down Time: <u>4:00</u> to <u>6:00 p.m.</u>

Staging Details

The following items will be used at the event (please mark all that apply):

Amplified Sound / Music / Live Entertainment
 Tents/Canopies
 Stage(s)

Other _____

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.

Parking Details

Please describe Public Parking Arrangements for attendees, staff & volunteers. *(Please indicate location(s) on Site Plan / Map)*

~~See attached description, map and traffic management plan.~~

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: Schlomka's Portable Restrooms

Contact Phone Number & Email: office@twincitytoilets.com - 651-332-4200

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: Tennis Sanitation

Contact Phone Number & Email: (651) 459-1887 -

Organics

1. Will the event have at least 300 attendees?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Will the event generate at least 1 ton (8 cubic yards) of trash per location (e.g. each sporting tournament location)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Will the event generate food scraps back-of-house (e.g. non-public food-prep areas)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>..... If yes to all three organics criteria, the event is required to collect food scraps. </p> <p>Please contact the Solid Waste & Recycling Coordinator, Violet Penman, violet.penman@rosemountmn.gov or 612-268-9097 to discuss the following:</p>	
<p>What will vendors use for back-of-house food scraps collection? <i>Dakota County has collection resources available.</i></p> <p>We've connected with Violet and have a plan for organics collection.</p>	
<p>How are food scraps collected from vendors for delivery to an organics facility?</p>	

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: 2nd Street East - includes use of Levee Park parking lot
 From (cross street): Eddy Street, Sibley & 3rd and Ramsey & 3rd
 To (cross street): Tyler Street
 Type of Closure: Street Closure Sidewalk Closure
 Closure Start Date: 07/19/2024 Closure Start Time: 5 a.m.
 Closure End Date: 07/21/2024 Closure End Time: 5 p.m.
- (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.

Geyer Signal	Safety Signs of MN	Warning Lites
https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc	https://www.safetysigns-mn.com/	https://www.warninglitesmn.com/
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.
- 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:

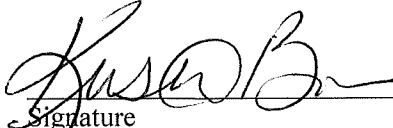
Rivertown Days _____ to be held on July 19th - 21st, 2024 _____
Event Name *Event Date(s)*

by Kristy Barse _____ of Hastings Area Chamber of Commerce & Tourism _____
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.

Kristine Barse _____
 Print Name


 Signature

President _____
 Title

5/1/2024 _____
 Date

Applicant Agreement

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

KB 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.

KB 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.

KB 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.

KB 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.

KB 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.


KB 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.

KB 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.

Kristine Barse

Print Name


Signature

President

Title

5/1/2024
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: Spiral Brewery - Jaycee Parke for Arts & Crafts Fair

- 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.

Special Event Application: Rivertown Days 2024

Attachment

General Event Information:

- Set up times & notes:
 - We are asking that 2nd Street close to through traffic from Eddy Street to Tyler Street at **5 a.m. Friday, July 19th, 2024** for event set up. This would include Sibley from the Levee Park parking lot to the ally north of 4th Street and Ramsey from the Levee Park parking lot to the back of the Post Office. Levee Park parking lot would also close to traffic.
 - Barricades and detour signs will be placed by Warning Lites at 5 a.m. (Traffic management plan enclosed)
 - Stages will begin set up by 7 a.m.
 - Fencing will begin set up by 8 a.m.
 - Food trucks arrive by 10 a.m. – scheduled electrical checks by 12 p.m.
 - Stipes Carnival will start setting rides in the privately owned land north of Hastings Family Service on Monday July 15th. Approval from Bob Abdo, private land owner has been obtained. We are asking for the use of the city owned land north of Art Space Apartments for Carnival parking from Monday, July 15th – Sunday, July 21st, 2024.
 - A permit for the closure of Jaycee Park boat launch has been approved for Saturday, July 20th & Sunday, July 21st. Signs will be posted at the entrance of Lock & Dam road the starting weekend of July 4th
 - Volunteers will begin marking booths for arts & crafts vendors on Thursday, July 18th. (Park will remain open to the public)
 - Food vendors will need to be set up for electrical inspection in Jaycee Park by 1 p.m. on Friday, July 19th.
 - Arts and crafts vendors will start setting up in Jaycee Park Friday, July 19th from 5 p.m. – 9 p.m.
- Event Times:
 - 2nd Street retailers would like to do a sidewalk sale while the event is being set up from 9 a.m. – 5 p.m..
 - Music, carnival & food trucks on 2nd street & Levee Park
 - Friday, July 19th 5:00 – 11:00 p.m. (Ticket required)
 - Saturday, July 20th 9:00 a.m. – 11:00 p.m. (Ticket required starting at 1 p.m.)
 - Sunday, July 21st 9 a.m. – 4 p.m. (Ticket NOT required)
 - Community Church Service at the Pavilion at 10 a.m.

- Carnival & food trucks from 11 a.m. – 4 p.m.
 - Hastings Signs competition at the Pavilion at 2:00 p.m.
 - Classic car show on 2nd Street – 11 a.m. – 4 p.m.
- Arts & Crafts Show in Jaycee Park (Ticket NOT required)
 - Saturday, July 20th 9 a.m. – 5 p.m.
- Sunday, July 21st 9 a.m. – 4 p.m.

- Tear down:
 - Stages will be torn down Saturday night. Street barricades will replace the two stages on 2nd Street to keep the street closed and allow for the classic car show on Sunday.
 - The remaining event areas (arts & crafts, carnival, food trucks) will be cleared out Sunday starting at 4:30 p.m.

- Admission:
 - Tickets are required for activities within the fenced in area on enclosed map (2nd street & Levee Park) for the following dates and times:
 - Friday, July 19th, 2024 - 5:00 p.m. – 11:00 p.m.
 - Saturday, July 20th, 2024 – 1:00 p.m. – 11:00 p.m.
 - Price:
 - Presale - \$25
 - Gate - \$20 each day
 - Kids 15 & under are free to attend
 - Additional Admission Notes:
 - There will be free family activities along with a sidewalk sale on 2nd St and in Levee Park from 9 a.m. – 1 p.m. Tickets will not be required at this time.
 - Activities on Sunday, including a classic car show, community church service, access to the carnival and a singing competition are free to attend. No tickets required.
 - The arts & crafts fair in Jaycee Park is free to attend.
 - Events around town may charge their own admission. Event organizers are asked to submit these details to the Chamber of Commerce so they can be posted on the Rivertown Days website. They are also asked to obtain necessary permits from the city.

- Tents:
 - All arts & crafts vendors will have 10x10 tents that are required to be secured. This list will be submitted to the city clerk in early June. We anticipate 100 vendors in Jaycee Park and 30 on 2nd Street for the side walk sale.
 - There will be a 3 beer tents, each 10x10.
 - There will be 10x10 tents at the entrances under the Hwy 61 bridge and at 2nd Street & Ramsey Street.
 - Four food vendors will have 10x10 tents.

- Traffic Management:
 - Please see enclosed traffic management plan created by Warning Lites. Staff of Warning Lites will deliver and pick up all detour, road closure signs & barricades. Please note the dates are from 2023, we will be using the same plan and have confirmed with Warning Lites.

- Trash & Recycling:
 - See enclosed trash plan. We are requesting the use of Parks department staff for this plan as in years past.
 - Violet Penman will be in touch with Cory Likes to order organic bins.

- Security:
 - The chamber has hired After The Badge (ATB) for security on Friday – Saturday night. See enclosed security overview.
 - Additional signage will be provided indicating where entrance and exits are per feedback from the Hastings Police Reserves.
 - An area of weakness for security is the carnival area. The Chamber asks that police reserves give special attention to patrolling this area. Guests must be pointed to an entrance to ensure they are IDed.

- Trolleys:
 - Free trolley rides will be offered to Rivertown Days guests on Saturday, July 20th from 9 a.m. – 11 p.m.. The trolley will pick guests up in Fleet Farm parking lot, make the first stop in Jaycee Park, a second stop in Depot Park and return to Fleet Farm. This will run as a continuous loop.

- Rivertown Days Sanctioned Events around town will need to submit for their own permits. A list of sanctioned event applications will be provided to the city prior to the event.

- Permit fees:
 - Arts & Crafts vendors are charged a \$15 city permit fee.
 - Concession stands that have not already paid for a yearlong permit are charged a \$25 city permit fee.

- Parks:
 - As in year's past, we ask that all park fees be waived for the event.
 - We are asking that Levee Park and Jaycee Park be sprayed for mosquitos the Thursday before the event.

- Public Works:
 - Food vendors will need access to fire hydrants in the downtown & levee park area along with Jaycee park. We are asking public works to help in providing access to designated fire hydrants for use of water during the event.

- The Rivertown Days fund has purchased additional accessible parking signs to be used in the public spaced in front of the ramp on 2nd Street West and on Lock & Damn Road in Jaycee Park. We are asking public works to place these signs for the event along with no parking signed under the Hwy 61 Bridge and Lock and Damn Road.

RTD 2024 Security Overview

Friday, July 19th

- 14 security guards: 4:30 p.m. – 12:00 a.m.
 - 2 at Stage 61 gate entrance
 - 1 at Stage 61 for band entrance
 - 3 at Ramsey & 2nd
 - 2 roaming
 - 2 at the alley behind Lock & Dam and Graphic Design (1 on each end of the alley)
 - 2 on the Hastings Riverwalk
 - 2 behind the Sibley Stage
- 1 security guard overnight: 12 a.m. – 8 a.m.

Saturday, July 20th

- 14 security guards 12:30 p.m. – 12 a.m. .
 - 2 at Stage 61 Entrance
 - 1 at Stage 61 for band entrance
 - 3 at Ramsey & 2nd St
 - 2 behind the Sibley stage
 - 2 at the alley behind Lock & Dam and Graphic Design (1 on each end of the alley)
 - 2 roaming
 - 2 on Hastings Riverwalk



Rivertown Days 2024 Trash/Recycling plan:

From Tennis Sanitation -

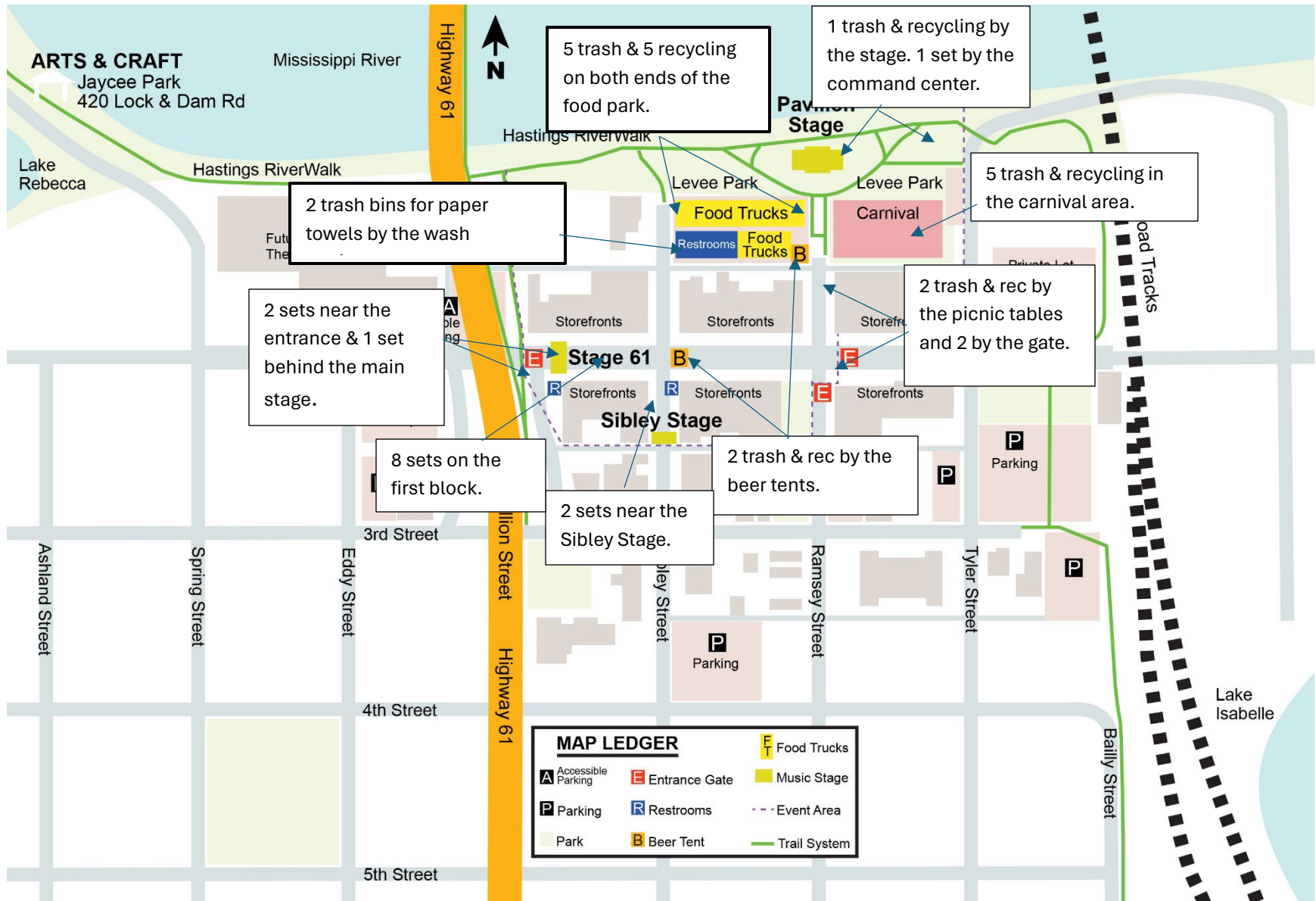
- 2 – 8 yard trash & 2 - 8 yard recycling dumpsters for Levee Park area. One set will go in the grass near the Hastings Riverwalk on Tyler Street, the other will go in the in-closed dumper area in the alley behind Hastings Beauty School.
- Overflow trash/recycling dumpsters kept at the parks department.
- There is no need for dumpsters in Jaycee Park.
- 45 trash bins and 45 recycling bins will spread out around Levee Park and 2nd Street event area.
- 10 will be stored for back up.
- 55 total for downtown area.
 - Map attached
- 10 trash and recycling bins in Jaycee Park for Arts & Crafts fair.

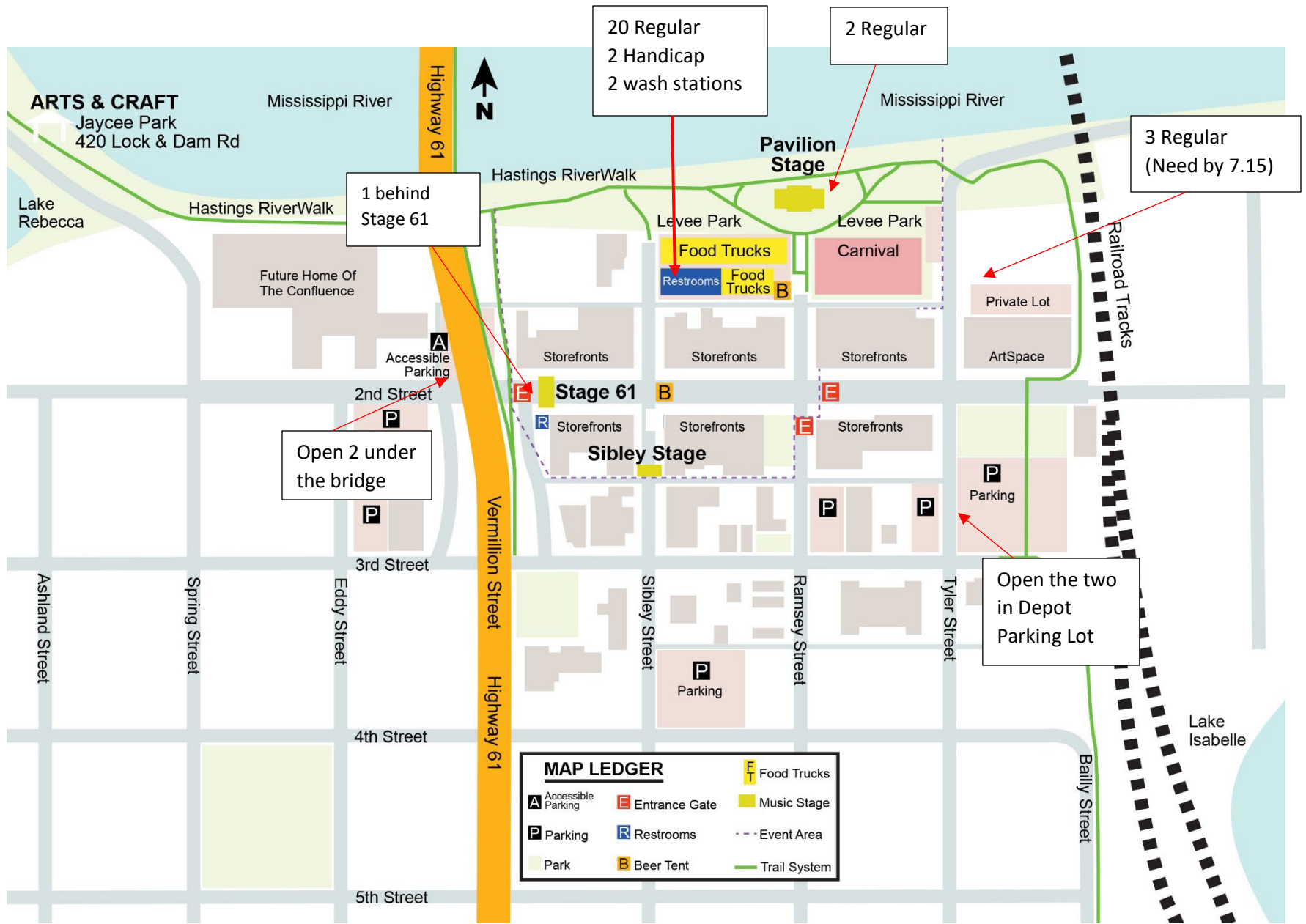
Order & delivery -

- Hastings parks department places order with Tennis Sanitation
- Dumpsters delivered mid week of RTD
- Bins delivered Friday (7.19) morning

Trash pick up schedule –

- Friday 7.19 –
 - 45 garbage & 45 recycling cans placed in downtown area (see map)
 - 10 of each reserved for backup if volunteers need to replace for cans until parks staff can empty.
 - 10 garbage & 10 recycling in Jaycee park.
 - Volunteers will be up overflow Friday night – city empties early Saturday morning.
- Saturday 7.20
 - City parks staff empty all trash & recycling bins including the city owned trash bins on 2nd street no later than 8 a.m.
 - City parks will empty trash & recycling from 6 a.m. – 6 p.m.
 - City parks staff empty garages in Jaycee Park (art & crafts) at 1 p.m.
 - Volunteers will clean up overflow at the end of the night.
- City parks staff empty garbage & recycling by 8 a.m. Sunday morning and prior to 2 p.m. in Jaycee Park & 2nd Street/Levee Park area.
- Take down volunteers empty garbage on 2nd Street & Levee park Sunday starting at 4 p.m. – place cans in Levee Park Parking lot.





Levee Park Parking Lot: 20 regular, 2 handicapped & 2 sinks

- Needed by 10 a.m. on 7.19 – the street closed at 5 a.m. 7.19, you can arrive anytime after that.
- These are in the south west corner of Levee Park parking lot, same as last year. (see attached map)
- Cleaning - Saturday 7.20 before 8 a.m. and at 1 p.m.
- Cleaning Sunday, 7.21 before 8 a.m.
- Please check sinks midday on Saturday

Hastings Riverwalk Path, near the Pavilion: 2 regular

- Cleaning Saturday 7.20 before 9 a.m. & Sunday 7.21 before 9 a.m. .

1 regular behind Stage 61

- The stage will arrive at 7:00 a.m. on Friday, July 19th, this can be placed anytime after 10 a.m..

The dirt lot behind Art Space – 3 regular

- Needed by Monday, 7.15

Can we open all the restrooms that are left downtown for car shows as well?



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

VIII-10

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

Name of organization Hastings Area Chamber of Commerce & Tourism Bureau		Date of organization March 18 1968	Tax exempt number 410940039
Organization Address (No PO Boxes) 200 Second Street West, Suite 100	City Hastings	State Minnesota	Zip Code 55033
Name of person making application Kristy Barse	Business phone 6514376775	Home phone 9522176579	
Date(s) of event July 19 - 21st, 2024	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Tony Ciro	City Hastings	State Minnesota	Zip Code 55033
Organization officer's name Michelle Tjosland	City Hastings	State Minnesota	Zip Code 55033
Organization officer's name Josh Malaske	City Hastings	State Minnesota	Zip Code 55033

Location where permit will be used. If an outdoor area, describe.
 Downtown Hastings on 2nd Street East from the Hwy 61 Bridge to Ramsey Street and Levee Park.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Insurance Company - 1900 S 18th Ave, West Bend WI 55095
 Amount - \$1,000,000

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

 Please Print Name of City Clerk or County Official

 Signature City Clerk or County Official

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



City Council Memorandum

To: Mayor Fasbender & City Councilmembers

From: City Administrator Dan Wietecha

Date: May 20, 2024

Item: Community Investment Fund – Hastings Tennis Association

Council Action Requested:

Approve \$2,500 from Community Investment Fund for windscreens with Hastings Tennis Association.

Background Information: As part of the 2024 Budget, the City Council continued the Community Investment Fund and allocated \$100,000 in funding.

After funding was allocated for CIF projects in March, a balance of \$49,287.75 remained unallocated. Hastings Tennis Association recently applied for \$2,500 with a \$1,000 match to install windscreens on the tennis side of the Roadside Courts. Note that the March CIF projects included funding for windscreens on the pickleball side of Roadside Courts. The two projects will be coordinated.

Committee and staff unanimously recommend funding.

Financial Impact:

\$2,500

Council Committee Discussion:

Finance Committee met on May 13 and recommends approval

Attachments:

N/A



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: May 20, 2024
Item: Arts & Culture Commission – Civic Arena Mural

Council Action Requested:

Approve concept for installation of mural on southwest wall of Civic Arena.

Background Information:

The Arts & Culture Commission proposes to hire an artist for a mural on the large southwest wall of the Civic Arena facing Highway 61. In consultation with the Parks Department, this public art would welcome people to our town and celebrate Hastings hockey history. The planned installation would be completed ahead of the January 2026 Hockey Day Minnesota.

With permission to have the mural placed on a City building, the Commission plans to issue an RFP in June 2024, review submissions in September, provide finalists with \$1K stipend to develop full proposal, and select the artist in November. The City Council would be involved in the final approval.

The current Civic Arena Project will come in under budget due to receipt of the Mighty Ducks Grant, freeing up funds that could supplement the mural project.

Financial Impact:

Estimate \$40,000 - \$60,000

(\$16K from 2023 budget carryover, \$10K from 2024 budget, \$13K from 2025 budget, \$21K from Arena Project and potential donations)

Committee Discussion:

Requested by Arts & Culture Commission

Attachments:

Draft Request For Proposals

RFP: Mural Celebrating Hastings, MN Hastings Civic Arena

Seeking Midwest artist/s to design and create an engaging, dynamic and welcoming mural celebrating Hastings and Hastings hockey history.

No fees to submit project proposals.

SUMMARY

The Hastings Arts & Culture Commission and the City of Hastings invites artists to submit proposals and qualifications for a mural to welcome people into our historic rivertown and to celebrate the athletic history tied to our community. The Hastings Civic Arena houses athletic and cultural events all season long and is a landmark on the south end of town. 2026, the city of Hastings will host Hockey Day Minnesota, and this mural will be in the center of the action.

PROJECT GOAL

To create a welcoming and vibrant introduction to the City of Hastings and the Hastings Civic Arena.

PROJECT DESCRIPTION

The mural will occupy the southwest wall of the Hastings Civic Arena, facing Hwy 61 and serve as a visual landmark and welcome to our community.

We are looking for the scope to fall into the range of \$40000-\$60000 and be inclusive of design, fabrication, materials, artwork transportation, special handling fees (if any), materials needed for installation, photographic records and documentation. The artist will install the artwork with the City of Hastings staff cooperation and assistance.

SPECIFIC PARAMETERS:

The mural must be rendered onto a material that can be attached to the exterior surface of the building. The building consists of concrete fins that are completely unsuitable for painting, and for clean visual communication.

Proposed materials must be durable/maintenance free and able to withstand the outdoor location.

Finished artwork must be permanent and designed to last in the elements.

Mural should be readable and visible by motor vehicles passing on Hwy 61.

The design should be suitable/acceptable for public viewing by all ages and can not include any branding.

The design MUST prominently include "Welcome to Hastings" of similar message and also include "Hastings Civic Arena"

The system to attach the mural substructure to the wall must be included in final designs, and idea of this is helpful within the preliminary designs.

The wall on the Hastings Civic Arena is quite large, (dimensions). The mural does not need to encompass the whole wall, but placement of mural on the wall must be taken into consideration within the designs.

Artist/s will work with City of Hastings staff to ensure adherence to safety codes and engineering requirements.

See attachments that include architectural dimensions and photographs of building.

SELECTION CRITERIA

Design will be evaluated on the following criteria:

Welcoming nature of the design

Incorporation of theme,

Design aesthetic,

Installation of artwork on the side of the building

Strength of past work samples,

Must be willing to sign an artist project agreement

The Hastings Arts & Culture Commission will convene to select the proposals and present them to the Parks Department and then to the City Council and Mayor for final approval.

APPLICATION PROCESS:

Artist interested in creating public artwork must submit the following for consideration:

Artist Statement including comments on process

Project proposal

Resume (two pages max)

Biography – max 300 words

Examples of relevant artwork (10 images max)

Descriptive sample list adding context to work samples (two pages max)

SELECTION PROCESS

Submitted applications will be judged on a competitive basis from which 3 finalists will receive a stipend of \$1000 to submit full proposals.

Deadline for Entries: Received by 11:59 pm September 1, 2024

Finalists notified by September 23, 2024

Finalists submit full proposals by October 25, 2024

Selected artist notified by Nov 11, 2024

Expected Installation date: Before Nov 1, 2025

Please send submissions to

Hastings Arts & Culture Commission

ArtsandCultureCommission@hastingsmn.gov

Or

Hastings Arts & Culture Commission
C.O. City of Hastings
101 4th Street East
Hastings, MN 55033



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: May 20, 2024
Item: Arts & Culture Commission – Shakespeare in the Park

Council Action Requested:

Informational. No action needed.

Background Information:

The Arts & Culture Commission is planning for a Shakespeare in the Park play on Sunday, June 30, at Vermillion Fall Park, from 7 to 9 pm. The Classical Actors Ensemble will perform “Twelfth Night” with a fun little twist. The picnic shelter has been reserved for the event.

Financial Impact:

\$1,100, within budget

Committee Discussion:

Arts & Culture Commission

Attachments:

N/A



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: May 20, 2024
Item: Accept In-Kind Donation to Arts & Culture Commission

Council Action Requested:

Council is asked to accept an in-kind donation valued at \$240 from Wendy Shilts-Johnson, owner of The Studio Downtown (205 2nd St E).

Background Information:

Wendy Shilts-Johnson (owner) graciously offered to donate the use of her business space, The Studio Downtown (205 2nd St E) for the Art & Culture Commission's Creative Convergence event on May 9th, 2024. The donation allowed the Commission to host the Creative Convergence at no cost. This in-kind donation is valued at \$240.

Financial Impact:

N/A

Committee Discussion:

Arts & Culture Commission

Attachments:

Resolution

**City of Hastings
Dakota County, Minnesota**

Resolution # _____

**A Resolution Expressing Appreciation and Accepting In-Kind Donation
to the City of Hastings Arts & Culture Commission**

WHEREAS, Wendy Shilts-Johnson (The Studio) has presented the City of Hastings Arts & Culture Commission an in-kind donation valued at \$240.00 to host the Creative Convergence event on May 9, 2024; and

WHEREAS, the City Council is appreciative of the donation and commends Ms. Shilts-Johnson (The Studio) for this civic effort,

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

1. That the donations are accept and acknowledged with gratitude.
2. That the donations will be used for the Creative Convergence event.

Adopted this 20th day of May, 2024.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: May 20, 2024
Item: Hastings Hawks Agreement

Council Action Requested: Approve Agreement with Hastings Hawks for use and operation of Vets Baseball Concessions and press box facility.

Background Information: This is a renewal and update of the 2018 agreement with the Hastings Hawks for the use and operation of the concessions facility and press-box facility at Veterans Baseball Field.

The Hawks were instrumental in raising funds and construction of both facilities and this agreement provides authorization for use of both. It does allow the Hawks a first right of refusal for concessions during games/events that are not Hawks.

This renewal and update is consistent with historic and current use, has been reviewed by legal, and staff recommend approval.

Financial Impact: No impact for City

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Agreement

HASTINGS HAWKS AGREEMENT FOR CONCESSIONS

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”) by and between the City of Hastings, a Minnesota municipal corporation (“City”) and Hastings Hawks Amateur Baseball, Inc., a Minnesota nonprofit corporation (“Hastings Hawks”).

RECITALS

- A. The City owns real property and a building that is located in the Veteran’s Athletic Complex located within the City of Hastings. The building contains restrooms and a concession stand (“Facility.”)
- B. The Facility is adjacent to the baseball field (“Baseball Field”) which is used by the Hastings Hawks baseball team as well as other Hastings area baseball teams.
- C. The Hastings Hawks are willing to take on certain responsibilities regarding the operation and maintenance of the Facility in return for the opportunity to sell concessions from the Facility.
- D. The City is willing to allow the Hastings Hawks to sell concessions from the Facility, provided they maintain the Facility and otherwise comply with this terms of this Agreement.

NOW, THEREFORE for mutual consideration, which is hereby acknowledged, the parties agree as follows:

1. **TERM.** The term of this Agreement is from the Effective Date of this Agreement through December 31, 2028.
2. **NON-EXCLUSIVE USE OF FACILITY FOR CONCESSIONS.** During the Term of this Agreement, the Hastings Hawks will have the non-exclusive right to operate, sell and maintain, subject to the terms of this Agreement, concessions at the Facility during its baseball games and at other games and events if other organizations that reserved the field do not sell concessions. Hastings Hawks understands that other sports teams will be allowed to use the Facility with the prior approval of the City, however, the Hastings Hawks will have the right of first refusal for concessions sales for all events held at the Facility. Hastings Hawks shall obtain all necessary permits or licenses from the City, State of Minnesota, Department of Health or any other entity governing the operations of concessions at the Facility. Any required permits shall be provided to the City on an annual basis.
3. **RENT.** In recognition of the Hastings Hawks’ contribution to the construction of the Facility, no rent shall be charged for the use of the concessions stand or the press box.
 - a. **Concessions Stand Use.** The City agrees that Hastings Hawks will not be charged any rent for the use of the concession stand at the Facility. All revenues received by Hastings Hawks from the sale of concessions shall remain with the

Hastings Hawks. Hastings Hawks will provide the City with an annual profit/loss statement for the concessions operation.

- b. Press Box Use. The Hasting Hawks can store equipment in the press box provided the proper insurance is maintained. The Hastings Hawks maintains ownership and responsibility of/for the sound system and related items. Other parties will only be allowed to use the sound system with proper training and authorization by the Hastings Hawks.
4. **APPOINTMENT OF CONTACT PERSON.** Hastings Hawks will appoint a main contact person (“Contact Person”) for purposes of this Agreement and shall provide the City with his/her contact information. The Contact Person shall be responsible to open and lock up the Facility, including the restrooms, during all Hastings Hawks baseball games and other games or events as requested by the City. Hastings Hawks agree that the Contact Person, Hastings Hawks’ concession manager and other board members as identified by the contact person shall have keys to the Facility. The Hastings Hawks will provide a key holder list to the city annually and whenever the keyholders change. These individuals shall not give out the Facility keys to any other person, without the prior consent of the City. The Hastings Hawks shall be responsible for the actions or inactions of its Contact Person, concession manager and anyone acting under their direction.
5. **EQUIPMENT.** The Hastings Hawks shall use its own equipment in the preparation and sale of concessions from the Facility. Hastings Hawks will be responsible for all maintenance and repair of its concession equipment. Hastings Hawks shall be responsible for maintaining its own concession equipment in a condition which complies with all applicable health regulations.
6. **CLEANING OF FACILITY AND EQUIPMENT.** Hastings Hawks agrees to maintain the restrooms at the Facility in a clean and sanitary condition. Hastings Hawks agrees to maintain the concession area in a condition which satisfies all applicable health regulations. Hastings Hawks will be responsible to provide any special cleaning products for its food preparation and concessions equipment.
7. **SUPPLIES AND MAINTENANCE.** City agrees to provide the necessary paper products and appropriate cleaning supplies for the restrooms. City also agrees to be responsible for any necessary repairs to the Facility. The Contact Person agrees to notify the City when repairs are needed to the Facility. Except for reasonable wear and tear, Hastings Hawks will be responsible for the repair of any damages to the Facility caused by the actions of its employees, volunteers, agents or contractors.
8. **FEES AND DEPOSIT.** Hastings Hawks shall not be allowed to charge a fee to another organization to use the concession Facility. If another organization wishes to use Hastings Hawks concession equipment, Hastings Hawks will be allowed to charge a reasonable fee for the use of its concession equipment. Additionally, Hastings Hawks may require the other organization who is selling its own concessions to place a

- refundable deposit with the Hastings Hawks to ensure that the Facility and concession equipment are returned in a clean condition.
9. **STORAGE OF EQUIPMENT.** Hastings Hawks shall be allowed to store its concession equipment at the Facility during the off-season, provided it maintains proper insurance.
 10. **WORKERS AND VOLUNTEERS.** Hastings Hawks agrees it shall be responsible for the actions of all Hastings Hawks' volunteers, agents, employees, contractors or assigns during the performance of this Agreement.
 11. **INSURANCE.** Hastings Hawks shall provide liability insurance coverage in an amount of at least one million dollars to cover damages to any person or property caused by the negligent acts of Hastings Hawks, its officers, employees, agents or volunteers. This insurance shall also name the City as an additional insured. This paragraph shall in no way be construed as waiving any statutory tort limit of the City provided by Minn. Stat. Chapter 466 or any other Minnesota law.
 12. **DEFENSE AND INDEMNIFICATION.** Hastings Hawks agree to defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents and representatives, from and against any all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation which may be asserted against or incurred by the City or for which the City may be liable in the performance of this Agreement arising from Hastings Hawks' operation and maintenance of a concession stand at the Facility, except those which arise solely from the negligence, willfulness conduct or other fault of the City.
 13. **RISK OF LOSS, INDEMNIFICATION, HOLD HARMLESS.** Hastings Hawks agrees that the City shall in no way be responsible for the damage or loss of any Hastings Hawks concession equipment or concession inventory kept at the Facility. The risk of loss for such equipment or inventory shall be the sole risk of the Hastings Hawks. The Hastings Hawks agree to indemnify the City from third party claims and hold the City harmless for any damage to Hastings Hawks' concession equipment or concession inventory. Hastings Hawks assumes all liability for any injuries or damages to persons or property caused by its acts during its use of the Facility or from its sale of concessions at the Facility.
 14. **NO JOINT VENTURE CREATED.** Nothing in this Agreement shall be construed to create a joint venture between the City and the Hastings Hawks. Furthermore, nothing shall be construed as creating an employer-employee relationship between the City and any member of the Hastings Hawks' organization or any volunteer of the Hastings Hawks.
 15. **FIELD MAINTENANCE UNDERSTANDING.** The City will provide routine maintenance to this field. Improvements may be requested and must be authorized by

the City through its Parks and Recreation Director. It is understood and expected that, at times the Hawks will assist with some minor maintenance of the baseball field with approval of the Parks and Recreation Department.

16. **SCOREBOARD.** The City agrees to maintain and repair the scoreboard in a manner determined appropriate by the City. The City also agrees to insure the scoreboard against damage or loss.
17. **REVIEW OF AGREEMENT.** Both parties to this Agreement reserve the right to request review of this Agreement at any time, for any reason, upon thirty days written notice to the other party. Annual reviews shall take place in the fourth quarter of each year.
18. **TERMINATION OF AGREEMENT.** Both parties to this Agreement reserve the right to terminate this Agreement at any time, for any reason, upon thirty days written notice to the other party. At the beginning of each season each party agrees to give the other party the name and address of the person to whom such notice should be sent.

[remainder of page intentionally blank]

CITY OF HASTINGS

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

HASTINGS HAWKS AMATEUR BASEBALL, INC.

By: _____

Printed: _____

Its: President

By: _____

Printed: _____

Its: Secretary



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: May 20, 2024
Item: Vermillion River Greenway JPA

Council Action Requested: Approve JPA for the Vermillion River Greenway Construction Project

Background Information: Dakota County and the City of Hastings have been working cooperatively to reconstruct multiple miles of trail along the Vermillion River Greenway corridor. That work began in 2023 and continues in 2024 with Dakota County investing a little over \$1.7M in trail and amenity improvements in the Hastings section of the VRG.

As a part of this project, the City desires to have some reconstruction of connecting trails. Doing so in conjunction with the County's bigger project offers cost savings for the City.

Specifically the trail section along Hwy 61 by Applebee's will be overlaid with new pavement to enhance its function for now. The trail section along West 22nd St on the south side of Applebee's will be reconstructed completely.

Financial Impact: The city will pay \$10,470.00 which the City Council has previously approved along with the budget adjustment for that work. No additional cost to the City for this work.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- JPA

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY
AND THE CITY OF HASTINGS FOR COST SHARING OF REGIONAL GREENWAY
TRAIL IMPROVEMENTS AND RECONSTRUCTION**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County (“County”) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Hastings (“City”) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the “Parties”); and

WHEREAS, by resolution 19-767, the Dakota County Board authorized the adoption of the Vermillion River Greenway Hastings Segment Master Plan which utilized existing Hastings City trail facilities (“Trail”); and

WHEREAS, by resolution 23-406, the Dakota County Board authorized the reconstruction and improvement of 4.25 miles (“Greenway Project”) from the connection with the Mississippi River Greenway in Levee Park to Pleasant Drive that will become the Vermillion River Greenway; and

WHEREAS, the Greenway will be co-branded with City and County signage, kiosks, wayfinding; and

WHEREAS, the estimated cost of the Project is \$1,704,062.75; and

WHEREAS, the Parties are desirous of entering into this Agreement so that the County and the City may share the actual construction costs for trail improvements and trail reconstruction, of 450 feet of local city trails (“Local Trails”) connecting to the Greenway Project to afford the opportunity to realize competitive pricing and construction mobilization; and

WHEREAS, the Parties anticipate that the 450 feet of the Local Trails will be not incorporated into the regional trail system leading to points of interest outside the City; and

WHEREAS, the City agrees to reimburse the County for the construction work associated with the 450 feet of local trails at cost of \$10,470.00; and

WHEREAS, as part of incorporation of the Trail into a regional trail system, it is mutually desirable to transfer jurisdiction, maintenance, use, and operations to the County.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement (“Agreement”), the Parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

Purpose

The purpose of this Agreement is to provide cooperation and funding by the City to the County for actual construction costs of the local City Trails connecting to the Greenway Project and to define the responsibilities and obligations of the Parties for cost contribution and Project management. All funds provided by the City are to be used by the County solely for this purpose. The County shall use funds pursuant to this Agreement exclusively for the payment of actual construction costs as provided in this Agreement. The other purpose of this Agreement is to provide a procedure for transferring jurisdiction and power over maintenance, use, operation, repair, replacement, reconstruction, and installation of signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, and any other work directly related to the Trail to Dakota County.

ARTICLE 2

Parties

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks Department.

ARTICLE 3

Term

This Agreement shall be effective on the date of the signature (“Effective Date”) of the last party to sign this Agreement and expires on December 31, 2025 or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4

Cooperation

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 5

City’s Payment Obligation

5.1. Contribution Amount. The City shall reimburse the County Ten Thousand Four Hundred Seventy Dollars and 00/100 (\$10,470.00), including a zero percent (0%) contingency for a total amount not to exceed Ten Thousand Four Hundred Seventy Dollars and 00/100 (\$10,470.00) for actual construction costs incurred for the paving, reconstruction, and associated work of 450 feet of local trails that connect to the Vermillion River Greenway in Hastings. The areas of construction, widening, and reconstruction are depicted and highlighted in yellow in Exhibit 1.

- 5.2. Reimbursement by City. After this Agreement has been executed by both Parties, the County may claim reimbursement for costs in accordance with the Agreement.
- A. The City will reimburse the County within forty-five (45) calendar days of the County's submission of invoices for actual construction costs to the City. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by December 31, 2025. The County must certify that the requested reimbursements are accurate, appropriate and that such expenditures have not been otherwise reimbursed. If the invoice is incorrect, defective, or otherwise improper, the City will notify County within ten (10) calendar days of receiving the incorrect invoice. Upon receiving the corrected invoice from County, the City will make payment within forty-five (45) calendar days.
- B. Actual Construction Costs. Any net increase in actual construction costs exceeding \$10,470.00 shall not affect or increase the City's contribution amounts. The City's contribution amounts shall not exceed the limits set forth herein, regardless of net increases in the estimated or actual costs of the trail reconstruction.
- C. Right to Refuse Payment. The City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- D. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost, scope or cost participation must be approved by the Authorized Representatives of both Parties prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

ARTICLE 6 County's Obligations

- 6.1. Construction. The County, or its agents or contractors, shall reconstruct, improve, and widen 4.25 miles of existing eight-foot-wide Trail segments to ten feet as part of the Greenway Project, and 450 feet of Local Trails. Exhibit 1 further identifies and describes the Greenway Project area and the Local Trail project area. Exhibit 2 further identifies the Local Trail project area and scope of work. The County will lead the reconstruction, utilizing a contractor and shall be responsible for awarding contracts for the construction of said Trail. The County will provide project design and management. Greenway Project bid, specifications, and completion shall be reviewed and approved by the County and City.
- 6.2. Acknowledgement. The County shall appropriately acknowledge the funding assistance provided by the City pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The City shall appropriately acknowledge the assistance provided by the County pursuant to this

Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Greenway Project.

- 6.3. Compliance with Laws/Standard. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the construction of the work anticipated by this Greenway Project. The County or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- A. Assignment. Neither the City nor the County may assign nor transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed by the County and the City.
- B. Use of Contractors. The County may engage contractors to perform activities funded pursuant to this Agreement. However, the County retains primary responsibility to the City for performance of the activities and the use of such contractors does not relieve the County from any of its obligations under this Agreement.

If the County engages any contractors to perform any part of the Greenway Project, the County agrees that the contract for such services, labor, or materials shall include the following provisions:

- (a) The contractor must maintain all records and provide all reporting as required by this Agreement;
- (b) The contractor must defend, indemnify, and hold harmless the City from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused by any intentional or negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable;
- (c) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage;
- (d) The contractor must be an independent contractor for the purposes of completing the contracted work;
- (e) The contractor must acknowledge that the contract between the County and the contractor does not create any contractual relationship between City and the contractor, but that the City is a third-party beneficiary of the contract;

- (f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- 6.4. Future Platting. If part of the Trail is located on property included in a plat map submitted for approval, including without limitation a submission for replatting or subdivision platting, the Trail shall be reflected and shown on the plat map. The County is responsible for fulfilling any condition precedent necessary to reflect or show the Trail on a plat map, including, without limitation, obtaining an easement.
- 6.5. County Responsibility for Project Delivery. The County will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The City will have no actual or implied legal responsibility to the County relating to the above obligations and responsibilities of the Greenway Project.
- 6.6. Trail Maintenance. The City and County agree to enter into a separate supplemental maintenance agreement for trail maintenance, use, operations, repairs, replacement, reconstruction, removal, or installation of signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work as described above.

ARTICLE 7

Transfer of Jurisdiction

- 7.1. Upon completion of the Project, the City and the County shall execute a separate Agreement addressing maintenance and operation of the Trail (“Supplemental Maintenance Agreement”). Exhibit 4 further identifies and describes the segments of the Trail that are subject to this Article 7. Execution of the Supplemental Maintenance Agreement is a condition precedent to the County accepting the Project and designating the Trail as a Regional Greenway Trail.
- A. Pursuant to the Supplemental Maintenance Agreement, the County shall assume jurisdiction, and shall thereafter have the power to maintain, use, operate, repair, replace, reconstruct, remove, and install signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work directly arising from operation of the Trail. The County may hire contractors or County staff, or use volunteers, or pay another government unit to perform, provide, or supply the labor, materials, work, services (professional or otherwise), or products necessary or advisable to exercise its powers over the Trail.
- B. Pursuant to the Supplemental Maintenance Agreement, the County shall have no responsibility for repairs, maintenance, use, operations, replacement, reconstruction, removal, or installation of signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work that does not arise from the ownership and operation of the Trail. This exception applies regardless of whether

work occurs within the Trail or whether there is an incidental benefit to the Trail or the area surrounding the Trail.

- 7.2. At County’s request, the City shall execute and obtain all documents or instruments that are necessary or advisable, as determined by the County, to convey the rights and permissions that will allow or facilitate the County to fulfill its obligations and responsibilities under the Supplemental Maintenance Agreement and exercise jurisdiction and control over the trail segments incorporated into the County’s Regional Trail System. These may include, without limitation, deeds, licenses, waivers, consents, joint power agreements, easements, assignments, agreements, transfers, or permits. At its own expense, City shall procure all deeds, licenses, waivers, consents, joint power agreements, easements, assignments, agreements, transfers, or permits, or other rights as required by the County. The City shall furnish copies of the above to the County upon request.

ARTICLE 8
Indemnification and Insurance

- 8.1. Each party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third-party liability claim arising from the work of the Project, County agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds. City agrees to promptly provide County copies of any insurance policy related to this Agreement upon the County’s request.
- 8.2. Notwithstanding anything herein to the contrary, to the greatest extent allowed by law, the City shall indemnify and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (e.g., reasonable attorney fees and costs and expenses), costs, settlement, judgment, demands, damage, lien, debt, liability, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, or disbursement arising from, attributable to, sustained, or incurred by Dakota County, or its officers, agents, and employees, which is attributable to City’s, or City’s agents’, independent contractors’, employees’, or delegates’ performance of or failure to perform the City’s obligations in Section 7.2

Georg Fischer, or his successor, has the responsibility to monitor the City’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

TO THE CITY: Dan Wietecha, or successor
City Administrator
101 East 4th Street
Hastings, MN 55033

In addition, notification to the County regarding termination of this Agreement by the other Party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 9.5. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Niki Geisler, Parks Director
Telephone: (952) 891-7088
Email: Niki.Geisler@co.dakota.mn.us

City Liaison: Chris Jenkins, Parks & Recreation Director
Telephone: (651) 480-6176
Email: CJenkins@hastingsmn.gov

- 9.6. Changes to Designated Liaisons or Authorized Representatives. The Parties shall provide written notification to each other of any change to the designated liaison or authorized representative. Such written notification shall be effective to change the designated liaison or authorized representative under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 10
Modifications

Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the Parties’ respective Boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 11
Termination

- 11.1. In General. Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination for cause shall specify the circumstances warranting termination of the

Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. The non-performing party shall have fifteen (15) calendar days from the date of the Notice of Termination to cure or to submit a plan for cure that is acceptable to the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.

- 11.2. Termination by Dakota County for Lack Of Funding. Notwithstanding any provision of this Agreement to the contrary, County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement or any contract or work orders of Invoices submitted. Written notice of termination sent by County to the City by facsimile is sufficient notice under this section. County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

ARTICLE 12

Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Dakota County, Minnesota.

ARTICLE 13

Merger

- 13.1. Final Agreement. This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 13.2. Exhibits 1 (including all attachments or addenda) through and including Exhibit 2 are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Agreement. By signing this Agreement, the Parties affirm and acknowledge receipt of all the above referenced Exhibits (including all attachments or addenda).

ARTICLE 14

Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or

otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

ARTICLE 15
Waiver

If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

ARTICLE 16
Relationship of the Parties

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall either of the Parties be considered or deemed to be an agent, representative or employee of the other party in the performance of this Agreement. Personnel of either of the Parties or other persons while engaging in the performance of this Agreement shall not be considered employees of the other party and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

ARTICLE 17
Interpretation and Construction

It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

ARTICLE 18
Survivorship

The following provisions under this Agreement shall survive after the termination or expiration of this Agreement: Article 6.2 (Acknowledgement); Article 7 (Transfer of Jurisdiction); Article 8 (Indemnification and Insurance); Article 9 (Reporting, Accounting and Auditing); Article 12 (Minnesota Law to Govern); Article 14 (Severability); Article 17 (Interpretation and Construction); and Article 18 (Survivorship).

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

DAKOTA COUNTY

/s/ Joseph Marek 4/12/24
Assistant County Attorney/Date
KS-23-506

By _____
Georg Fischer, Director
Physical Development

Date of Signature: _____

County Board Res. No. 23-406

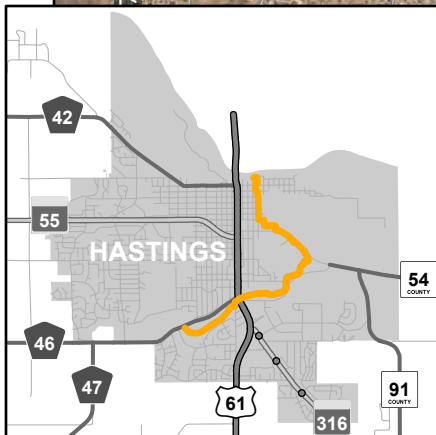
CITY OF HASTINGS



By _____
Mary Fasbender, Mayor

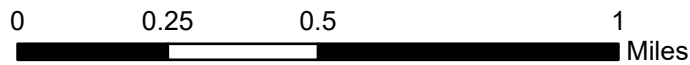
Date of Signature: _____

By _____
Kelly Murtaugh, City Clerk

Date of Signature: _____



-  Greenway Project Area
-  Local Trails Project Area



STATE OF MINNESOTA
COUNTY OF DAKOTA

DAKOTA COUNTY PROJECT XX
SAP NOS. XX

DAKOTA COUNTY TRANSPORTATION DEPARTMENT
CONTRACTOR'S PAYMENT AND PERFORMANCE BOND

PART A: PAYMENT

KNOW ALL PERSONS BY THESE PRESENTS, That We, **BCM Construction, Inc., 15760 Acorn Trail, Faribault, MN 55021**, contractor, as principal, and **United Fire & Casualty Company, 118 Second Ave SE, Cedar Rapids, IA 52407**, as surety, are held and firmly bound unto the State of Minnesota and the County of Dakota, 14955 Galaxie Avenue, MN 55124, in the amount of **One Million Seven Hundred Four Thousand Sixty Two and 75/100 (\$1,704,062.75)** for payment of all claims, costs and charges as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into a Contract with the County of Dakota acting by its agent, the County of Transportation under authority of Minnesota Statutes, Section 161.36, for **Dakota County Project Construction of 4.25 Miles of Trail in the Vermillion River Greenway, from its connection with the Mississippi River Greenway in Levee Park, to Pleasant Drive in the City of XX in Dakota County**, for the Dakota County Transportation Department which Contract is on file in the Transportation Department of said County the regularity and validity of which is hereby affirmed:

NOW, THEREFORE, if the principal shall pay as they may become due all just claims for work done, and for furnishing labor, work, skills, tools, machinery, materials, insurance premiums, equipment and supplies, for the purpose and completion of the contract in accordance with its terms, and all taxes incurred under Minnesota Statutes, Section 290.92 and Chapter 297A, and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any of case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

PART B: PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS, That the aforesaid principal and surety are held and firmly bound unto the State of Minnesota and the County of Dakota, in the additional amount of **One Million Seven Hundred Four Thousand Sixty Two and 75/100 (\$1,704,062.75)** for the faithful performance of the contract as hereinafter set forth.

For the payment of this obligation is such that whereas the principal has entered into the contract more particularly described in part A hereof, the regularity and validity of which is hereby affirmed;

NOW, THEREFORE, if the principal shall faithfully perform the contract and shall save the State of Minnesota and the County of Dakota harmless from all cost and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

**THE AGGREGATE LIABILITY UNDER PART A AND PART B HEREOF IS
Three Million Four Hundred Eight Thousand One Hundred Twenty Five and 50/100**

(\$ 3,408,125.50)

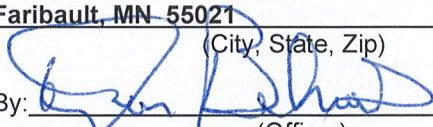
SIGNATURES


Dated October 6th, 2023

BCM Construction, Inc.
(Contractor)

15760 Acorn Trail
(Address)

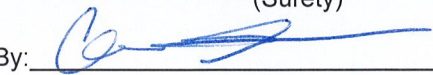
Faribault, MN 55021
(City, State, Zip)

By: 
(Officer)
Dan Behrens, President

By: 
(Officer)
Troy Zabinski, CFO

(Surety Corporate Seal)

United Fire & Casualty Company
(Surety)

By: 
(Attorney in Fact) Alan Starks

CONTRACTOR ACKNOWLEDGEMENT IN AN INDIVIDUAL CAPACITY

STATE OF MINNESOTA,)
) ss.
COUNTY OF _____)

This instrument was acknowledge before me on _____ day of _____ 20____, by
_____.

(Notarial Seal)

Notary Signature
Commissioner Expiration: _____

CONTRACTOR CORPORATE ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY
(Corporation, LLC, Partnership or Other Entity)

STATE OF MINNESOTA,)
) ss.
COUNTY OF Rice)

On this instrument was acknowledged before me on 6th day of
October, 2023, by Dan Behrens and
Troy Zabinski as President
and CFO of BCM Construction, Inc.
a Minnesota Corporation (Corporation, LLC, Partnership or Other Entity).

(Notarial Seal)

[Signature]
Notary Signature
Commissioner Expiration: 11/31/2024



ACKNOWLEDGMENT OF CORPORATE SURETY
(may affix separate acknowledgement form completed to Surety)

STATE OF Minnesota)
) ss.
COUNTY OF Washington)

This instrument was acknowledge before me on 6th day of October 2023, by
Alan Starks as Attorney-in Fact of United Fire & Casualty Company
(Name of Surety).

(Notarial Seal)



Melissa M. Nordin
Notary Signature
Commissioner 1/31/2025

NOTICE TO PERSONAL SURETIES: Bond will not be accepted unless accompanied by a sworn financial statement of each of the sureties.

NOTICE TO CORPORATE SURETIES: This Bond will not be accepted unless executed by a Minnesota agent or a duly licensed non-resident-producer or attorney-in-fact whose name and address must be noted below.

Full Name of Surety Company United Fire & Casualty Company

Home Office Address (Street) 118 Second Ave SE

City, State and Zip Code Faribault, MN 55407

Name of Attorney in Fact Alan Starks

Name of Local Agent & Agency
Or Non-Resident Producer & Agency Christensen Group Insurance

Address of Agency (Street) 9855 West 78th Street, Suite 100

City, State and Zip Code Eden Prairie, MN 55344



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Avenue SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 11th day of January, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

11th day of January, 2023



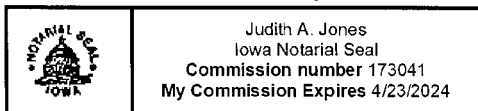
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 11th day of January, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



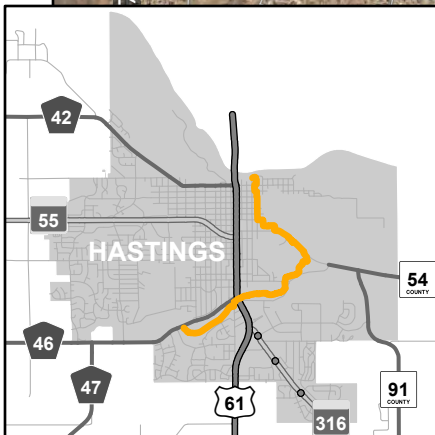
Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024


I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

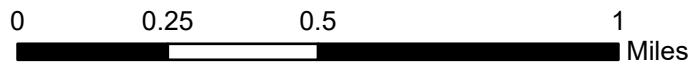
In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of October, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



 Maintenance Agreement





City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: May 20, 2024
Item: Citizen-Assisted Lake Monitoring Program Agreement – CAMP

Council Action Requested: Approve CAMP Agreement for 2024

Background Information: The City has participated in this lake water quality monitoring program for a number of years now to continually gather water quality data for Lake Rebecca. This is an ongoing, annual process that will help to inform current and future mitigation efforts to help improve the water quality at Lake Rebecca.

Hastings Environmental Protectors (HEP) volunteers lead the effort each year and dedicate many hours collecting and cataloging the water samples taken for evaluation. HEP volunteers are the only reason we can participate in this important data collection effort.

Financial Impact: The program costs \$760.00 for the 2024 season, with a few extra dollars being needed to re-stock the testing kit. This cost has been within the Parks budget for a number of years, and is accounted for in 2024.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Agreement



April 1, 2024

Chris Jenkins
City of Hastings
920 West 10th Street
Hastings, MN 55033
CJenkins@hastingsmn.gov

Re: CAMP Agreement – City of Hastings
Metropolitan Council Contract Number 24R005I
Contract Transmittal

Dear Chris,

Attached to the transmitting e-mail, please find a PDF copy of Contract 24R005I for Citizen Assisted Lake Monitoring Program (CAMP) for the City of Hastings. Please obtain the necessary signatures and return the agreement via email to Christine.hedman@metc.state.mn.

Upon receipt of the Adobe Signed contract, Metropolitan Council will execute the contract and return a copy to you along with the Notice to Proceed letter.

If you have any questions or concerns, please contact Brian Johnson, Principal Environmental Scientist, Water Resources, at Brian.Johnson@metc.state.mn.us and 651-602-8743.

Sincerely,

A handwritten signature in blue ink that reads "Christy Hedman".

Christy Hedman
Program Technical Specialist, Procurement

cc: Brian Johnson, Project Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
CITY OF HASTINGS**

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (the "Council") and the City of Hastings (the "City"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the City agree to undertake a volunteer lake monitoring study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

II. SPECIFIC SCOPE OF SERVICES

2.01 Lake Monitoring Program. The City and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

- a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen-scientist volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2024 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2024.

Lake name	DNR ID#	Number of monitoring events	Approximate monitoring interval	Quantity of new kits
Rebecca	19-0003	8 to 14	Biweekly	0

2.02 City Responsibilities. The City agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the City wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program and follow CAMP methods and procedures.
- e. Ensuring that the volunteers fill out a monitoring form during each monitoring event.
- f. Picking up the samples and the lake monitoring forms from their volunteers and delivering those items to the City's central storage location. The City will be responsible for providing the central storage location. The central storage location can be a Council facility, but the City will be required to deliver the samples and monitoring forms to this facility. The samples are required always to be frozen.
- g. Storing its volunteers' samples until picked up by Council staff. The samples are required always to be frozen.
- h. Maintaining, storing, and restocking its monitoring kits.
- i. Delivering and picking up its monitoring kits to and from their volunteers.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey.
- b. Provide training for the volunteers.
- c. Pick up the samples and lake monitoring forms from the City's central storage location and deliver them to the laboratory at approximately 2-month intervals starting in June.
- d. Review the results of the monitoring data.
- e. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- f. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to the volunteers' results to determine if any problems exist involving the volunteer's monitoring activities and what should be done to correct the problem.
- g. Provide and deliver to the City the expendable monitoring items (e.g. sample containers, labels, filters, aluminum sheets, zip-style plastic bags, and lake monitoring forms). The expendable monitoring items will be delivered in the weeks preceding the start of the monitoring season. The cost of the expendable monitoring items is included in the annual participation fee.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the City agrees to pay the Council the following amounts per lake site listed in section 2.01(b). The participation fee will be billed based on the quantity of monitoring events actually monitored or sampled.

Number of Monitoring events	Participation Fee (excludes monitoring equipment)
8 to 14	\$760
1 to 7	\$380
0	\$0

For lake sites requiring monitoring equipment, the cost for a kit of monitoring equipment is \$225 per kit.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the City shall be made within 30 days of the date of the invoice. An invoice specifying the amount owed by the City will be sent under separate cover after the end of the monitoring period.

3.03 Additional Analyses. The total amount specified in paragraph 3.01 does not include the cost of any additional analyses requested by the City, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the City and subject to the availability of Council resources for carrying out such analyses. The Council will bill the City after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed. The costs for additional analyses are provided in Exhibit A.

3.04 Replacement of Durable Equipment. The total amount specified in paragraph 3.01 does not include the cost of replacing durable monitoring equipment, such as thermometers, Secchi disks, filter holders, hand pumps, graduated cylinders, sampling jugs, forceps, and tote boxes. The Council will provide and deliver durable monitoring equipment that needs replacement upon request from the City. The Council will bill the City for any such replaced durable monitoring equipment at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2024, and will terminate on March 31, 2025, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 City Personnel. Chris Jenkins, or such other person as may be designated in writing by the City, will serve as the City's representative and will assume primary responsibility for coordinating all services with the Council.

Chris Jenkins
 City of Hastings
 920 West 10th Street
 Hastings, MN 55033
 651-480-6176

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Brian Johnson, or successor, or such other person as may be designated in writing by the Council. The Council's Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

Brian Johnson, or successor
Metropolitan Council
2400 Childs Road
St. Paul, MN 55106
651-602-8743

4.05 Equal Employment Opportunity; Affirmative Action. The Council and the City agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the City agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or City.

4.08 Termination of Agreement. The Council and the City will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least 30-calendar days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of monitoring events occurring for each lake before termination versus the total monitoring events specified for each lake. The balance of the amounts will be refunded by the Council to the City.

4.09 Force Majeure. The Council and the City agree that the City shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Council and the City.

4.10 Audits. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this agreement.

4.11 Relationship of Parties and their Employees. Nothing contained in this agreement is intended, or should be construed, to create the relationship of co-partners or a joint venture

between the Council and the City. No tenure or any employment rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, retirement, or other benefits available to the employees of one of the parties, including indemnification for third party personal injury/property damage claims, shall accrue to employees of the other party solely by the fact that an employee performs services under this agreement.

4.12 Severability. If any part of this agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

CITY OF HASTINGS

METROPOLITAN COUNCIL

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: Water Resources Assistant Manager

Date: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Metropolitan Council Environmental Services Laboratory Prices for Additional Analyses		
Parameter	Laboratory Code	Price (per sample)
Phosphorus, low level	LLTP-AV	\$15.50
Total Kjeldahl Nitrogen	TKN-AV	\$15.50
Chlorophyll	CLA-TR-CS CLA-CAMP	\$15.50
Chloride	CL-AV2	\$10.00
Ortho-phosphorus	ORTHO-AV	\$12.00
Hardness	HARD-AV	\$12.00
Ca, Mg, + Hardness via calculation	HARD-OESV	\$16.00
Alkalinity	ALK-AV2	\$15.50
Sulfate	SO4-ICV	\$15.00
Metals (Cd, Cr, Cu, Pb, Ni, Zn)	MET-MSV2	\$48
Minerals Suite (Ca, K, Mg, Na) + Hardness via calc	MIN-MSV2	\$32
Individual minerals (e.g. Fe)	XX-MSV2	\$8.00 (per element)
Individual metals	XX-MSV2	
A parameter not on this list		Contact the Council's Contract Manager for specific pricing.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: May 20, 2024
Item: Arena Change Order

Council Action Requested: Approve Change Order #3 for the Arena Refrigeration Project.

Background Information: During a portion of the demolition of the mechanical rooms, ground penetrating radar (gpr) was used to identify layout and depth of existing electrical conduits in the concrete floor slab. This procedure could not have been done prior with all of the refrigeration equipment in place, so was completed, as planned, after equipment removal.

It was discovered that many of the conduits were within the concrete slabs and not in the sub-grade as expected. This situation required much additional and more delicate work to expose those conduits so they could be preserved.

Along with the electrical conduit was a need to install a floor drain, required by building code, which again had to be carefully routed around all of the shallow electrical conduit.

This work has already been performed, this change order authorizes the expense to be added to the contract and staff to pay the contractors.

Financial Impact: The extra expense is \$20,018.00.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Change Order #3



Client: City of Hastings
Project: Hastings Civic Arena Renovation

Change Order No: 3
5/13/24

The Contract is Changed as Follows:

During demolition of the refrigeration plant, it was discovered that the concrete floor had numerous conduits running under the concrete, through the concrete, and through equipment pads. This was an unforeseen situation that wasn't apparent until Ground Penetrating Radar (GPR) was used to find the extent of the conduits. Multiple trades experienced increased costs. They are listed below:

- 1) Conduit penetrates a wall and goes straight down into the floor. This wall penetration was hidden behind an existing tank and was not visible prior to removal of the tank. Saw cutter was required to chip concrete around floor penetration so electrical contractor could reroute conduit. If left as-is, this will be a code violation so it must be corrected.
2) The abundance of conduits will require the saw cutter to do more chipping and less cutting - resulting in increased labor. Also, a longer than planned trench will need to be cut and repoured to avoid many of the underground conduits.
3) The plumber needed to reroute his drain tie-in to a cleanout located outside the mechanical room. This was a longer piping run than was designed because historical plans were not accurate. Abundance of buried conduits required the path to run underneath a wall vs through a doorway.
4) The Ground Penetrating Radar contractor was required to make multiple extra trips to mark all of the conduits, and to coordinate with saw cutter, electrical, mechanical and plumbing contractors. When drain lines were not sized as print stated, a new path had to be found for a new drain tie in.
5) When rerouting gas line, a gas flange on the main line was found to have a leak. Apex paid for reroute. Added charge is only for replacement of the piece that had leak, and added fitter labor.
5) Increased Apex trips / labor for contractor coordination and onsite meetings, creation / processing of change orders to subs.

Table with 2 columns: Description and Amount. Rows include Original Contract Value (\$217,391.00), Net Prior Change Orders (\$5,019,483.89), Contract Value Prior to this Change Order (\$5,236,874.89), This Change Order Add (Deduct) (\$20,018.00), and New Contract Value after Change Order (\$5,256,892.89).

Contract Time will be increased by zero (0) days.
The Date of Substantial Completions changes as follows:

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR AND OWNER

Apex Facility Solutions, SBC
Construction Manager

Owner

By (Signature)

By (Signature)

Mark Rasmussen
By (Typed)

By (Typed)

Date

Date



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: May 20, 2024
Item: Special Use Permit – Cannabis Retail Sales – Vipul Patel (Jakes Liquors) – 1608 Vermillion Street

Council Action Requested:

Adopt the attached resolution granting a Special Use Permit (SUP) for cannabis retail sales for Vipul Patel (Jakes Liquors) on property owned by KDK Ventures – Hastings LLC located at 1608 Vermillion Street. A separate cannabis licensing permit is scheduled for consideration under the Administration section of the City Council Agenda.

SUP approval requires six of seven Councilmembers.

Advisory Commission Review:

The Planning Commission voted 6-0 to recommend approval of the request as presented at the May 13, 2024 meeting. No one spoke for or against the item during the public hearing.

Attachments:

- Resolution – SUP
- Planning Commission Staff Report – May 13, 2024

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING
A SPECIAL USE PERMIT FOR THE RETAIL SALE OF CANNABIS PRODUCTS AT
1608 VERMILLION STREET FOR VIPUL PATEL (JAKES LIQUORS)**

Councilmember _____ introduced the following Resolution and moved its adoption:

WHEREAS, Vipul Patel has applied for a Special Use Permit for the retail sales of cannabis products at Jakes Liquors. The property is owned by KDK Ventures – Hastings LLC and generally located at 1608 Vermillion Street and legally described as The east 120 feet of the south 27 feet 7 inches of Lot 10, Block 7, and the east 120 feet of lots 11 and 12, Block 7, and the east 120 feet of the north 30 feet of Lot 13, Block 7 all in LEDUCS W G ADDITION, Dakota County, Minnesota; and

WHEREAS, on May 13, 2024 the Hastings Planning Commission held a public hearing and recommended approval of the action as presented; and

WHEREAS, the City Council reviewed the request and concurs with the recommendation of the Planning Commission.

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

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

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk’s Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.
- 3) Approval is subject to a one-year Sunset Clause; if operation does not commence within one year of City Council approval, the approval is null and void.

- 4) The Special Use Permit shall be limited to the leasable space currently occupied by Jakes Liquors and shall not be valid for remaining portions of the property.

Council member _____ moved a second to this resolution and upon being put to a vote adopted by those present.

Adopted by the Hastings City Council on May 20, 2024, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

STATE OF MINNESOTA)
) ss. City of Hastings
COUNTY OF DAKOTA)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Hastings, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached copy of the _____ Resolution with the original on file in my office and the same is a full, true and complete copy thereof.

WITNESS, my hand as such City Clerk and the corporate seal of the City of Hastings this _____ day of _____, 20____.

Kelly Murtaugh, City Clerk

SEAL STICKER



Planning Commission Memorandum

To: Planning Commission

From: John Hinzman, Community Development Director

Date: May 13, 2024

Item: Public Hearing – Special Use Permit (SUP) – Cannabis Retail Sales – Vipul Patel (Jakes Liquors) - 1608 Vermillion Street

REQUEST

The Planning Commission is asked to take the following actions related to the Special Use Permit (SUP) application of Vipul Patel to conduct cannabis retail sales at Jakes Liquors located at 1608 Vermillion Street on property owned by KDK Ventures Hastings LLC:

- 1) Hold a public hearing.
- 2) Review the SUP application and provide a recommendation to City Council.

BACKGROUND INFORMATION

Cannabis Business Regulations

In November 2023, the City adopted [Chapter 155.07, Subd. J](#) of the Zoning Code to allow for Cannabis Businesses. The ordinance outlines performance standards and prohibited acts pertaining to cannabis. Cannabis sales were added as a Special Use permit in the C-3 Community Regional Commerce and C-4 Regional Shopping Center Districts. The City also adopted licensing requirements under City Code Chapter 117 that are similar to those adopted in the zoning code.

Cannabis Business License

An application for a cannabis business license has been submitted along with the SUP application and will be considered by the City Council in conjunction with action on the SUP.

Notification and Public Hearing

Notification of the request was mailed to all property owners within 350 feet. Staff has not received any comments at this time.

Comprehensive Plan Classification

The 2040 Comprehensive Plan designates the property as Commercial. The proposed use is consistent with the plan.

Zoning Classification

The property is C-3 – Community Regional Commerce. The C-3 District allows for cannabis retailers as a special use.

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	Hastings Inn	C-3	Commercial
East	Vermillion Street - LeDuc Estate	PI	Institutional
South	Spin City Laundry	C-3	Commercial
West	Kwik Trip	C-3	Commercial

Existing Condition

Jakes Liquors has been in operation for a number of years. They do not have a tobacco license and staff is not aware of any compliancy issues.

SPECIAL USE PERMIT REVIEW

Background

Hastings City Code Chapter 155.30, Subd. C.10 – allows cannabis retailers and edible retailers as a “special use” within the C-3 Zoning District, subject to the requirements of 155.07, Subd. J as follows:

2. *Performance Standards.*

1. A cannabis business shall only operate in an authorized zoning district with approved State and local license or registration.
2. Any person selling or distributing cannabis products shall require proof of age by means of government issued photographic identification from the prospective purchaser showing purchaser is twenty-one (21) years old or older.
3. Signage identifying the legal sales age and the age verification requirement shall be posted at the point of sale. The required signage shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase. The sign shall provide notice that all persons responsible for selling these products must verify the age of any person under thirty (30) years of age, by means of photographic identification required in this section, containing the bearer's date of birth.
4. Cannabis products must comply with the testing, labeling and packaging requirements in Minnesota State law.
5. No sales or distribution of intoxicating cannabis products shall be allowed at the licensed premises after 10:00 p.m. or before 8:00 a.m.
6. It shall be unlawful for a retailer to allow the sale of intoxicating cannabis products or cannabis related devices by any means whereby a customer has access to such items without having to request the item from the retailer or the retailer's

employee. There shall be a physical exchange of the intoxicating cannabis product or cannabis-related devices between the retailer or the retailer's employee and the customer. All intoxicating cannabis products and cannabis-related devices shall be either store behind a counter or other area not freely accessible to customers, or in a storage unit or case not open and accessible to the general public.

7. All retail establishments of intoxicating cannabis products shall have a security plan approved by the Police Chief stating how the facility will address public health, welfare and safety concerns including, but not limited to security, fencing, lighting, window coverings, door placement, and landscaping.
8. Compliance Checks and Inspections
All licensed premises must be open to inspection by the local law enforcement or other authorized City officials during regular business hours. From time to time, but at least once per year, the City will conduct compliance checks on Retailers and Edible Retailers of intoxicating cannabis products by engaging persons between the ages of seventeen (17) and twenty-one (21) years, to enter the licensed premises to attempt to purchase intoxicating cannabis products. Persons used for compliance checks are not guilty of the unlawful purchase or attempted purchase, nor the unlawful possession of intoxicating cannabis products when the items are obtained or attempted to be obtained as a part of the compliance check. No person used in compliance checks may attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check may answer all questions about the person's age asked by the retailer or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section prohibits compliance checks authorized by State or Federal laws for educational, research or training purposes, or required for the enforcement of a particular State or Federal law.

3. *Prohibited Acts.*

- a. It shall be unlawful for any person to sell, purchase, obtain or otherwise provide any intoxicating cannabis product to any person under the age of twenty-one (21).
- b. It shall be unlawful for any person under the age of twenty-one (21) to possess any intoxicating cannabis product. This chapter shall not apply to persons under the age of 21 lawfully involved in a compliance check.
- c. It shall be unlawful for any person under the age of twenty-one (21) to use or consume any intoxicating cannabis product, unless it is legally authorized medical cannabis.
- d. It shall be unlawful for any person under the age of twenty-one (21) attempt to disguise the person's true age by the use of a false form of identification, whether the identification is that of another person or one in which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person, in order to purchase any intoxicating cannabis product.
- e. No adult-use cannabinoid or cannabis product may contain more than 0.3% of THC
- f. No edible cannabis product can contain an amount of THC that exceeds the per serving or per packaging requirements in Minnesota State law.
- g. No intoxicating cannabis product may be sold to an obviously intoxicated person or a person under the influence of a controlled substance.
- h. No one under the age of twenty-one (21) shall sell intoxicating cannabis products.

- i. Intoxicating cannabis products cannot be sold in vending machines, by transient merchants, peddlers, at a movable place of business, through a drive-through window, at special events, home occupations, by internet sales or delivery service.
- j. No sampling or free donation or distributions of intoxicating cannabis products is allowed.
- k. No sales of intoxicating cannabis products may be completed through self-check-out. The retailer or retailer's employee must process each transaction at a point of sale.

Analysis

- Cannabis sales are allowed as a special use within C-3 zoning district. Operational license to be considered by City Council.
- The above are also part of the annual licensing requirements. The Hastings Police Department has approved the security plan for the facility and the business is subject to periodic review by the Hastings Police Department.

Special Use Permit Requirements

Special Use Permit review is outlined in Chapter 30.02, Subd. E.2.b.5 of the City Code and subject to adherence to the following (staff analysis appears in red)

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenient traffic flow and control, and access in case of fire or catastrophe; **Ingress and egress to the property will be unchanged. The sale of cannabis products on site will not require changes to ingress and egress.**
2. Off-street parking and loading areas where required, with particular attention to division (E)(2)(b)5.a. above, and the economic, noise, glare, or odor effects of the special use on adjoining properties and properties generally in the district; **Parking and loading is adequate, and the proposed use will not require changes. The property is surrounded by other commercial uses.**
3. Refuse and service areas, with particular reference to items divisions (E)(2)(b)5.a. and (E)(2)(b)5.b. above; **The sale of cannabis products will not increase the need for refuse areas.**
4. Utilities, with reference to locations, availability, and compatibility; **Utility service is adequate and will not change with cannabis sales.**
5. Screening and buffering with reference to type, dimensions, and character; **Screening and buffering is adequate and will not change with cannabis sales.**
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; **Staff is not aware of any changes to signage.**
7. Required yards and other open space; **Yards and open space are unchanged.**
8. General compatibility with adjacent properties and other properties in the district. **Property abuts commercially zoned property.**

Recommendation

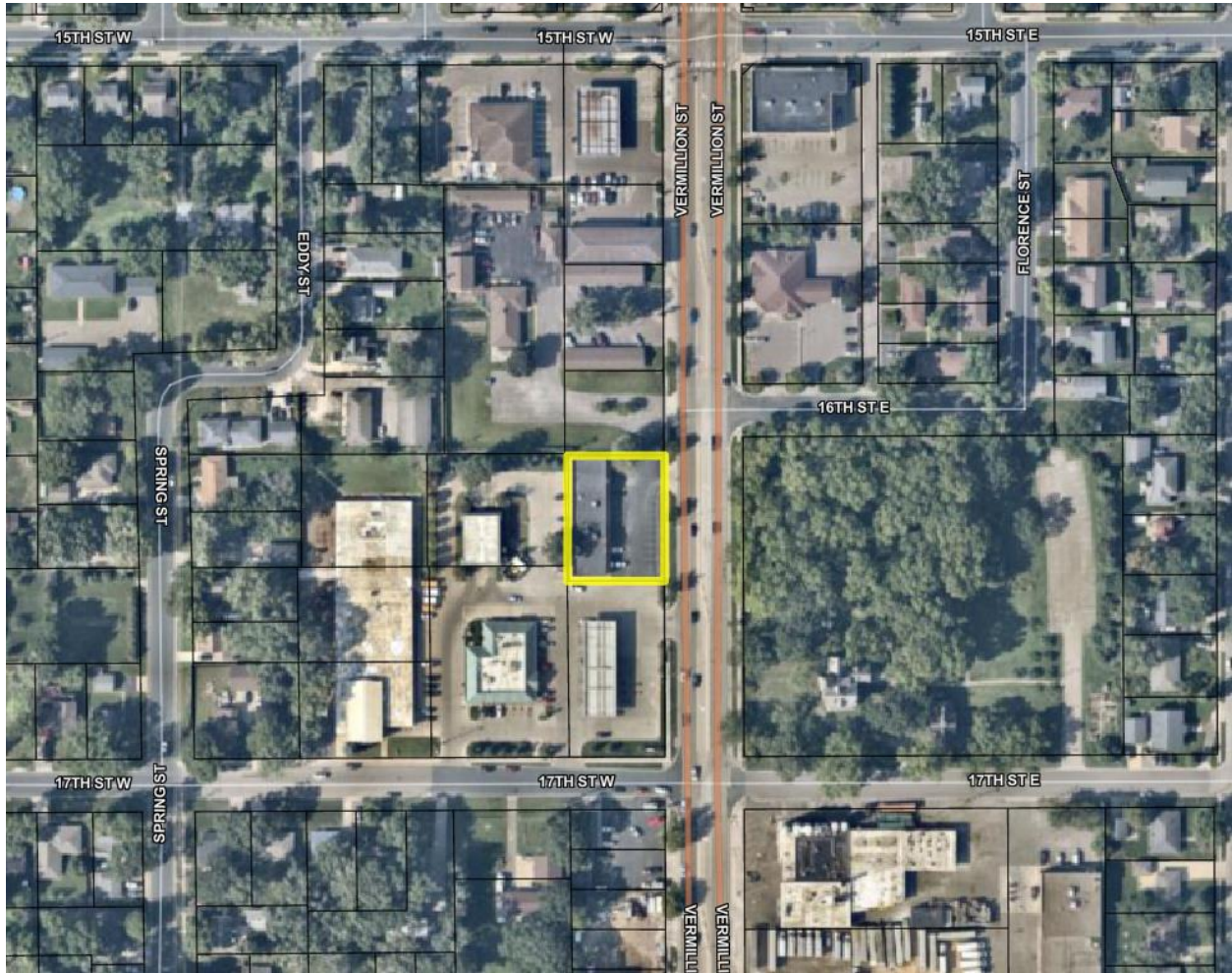
Approval of the Special Use Permit is recommended subject to the following requirements:

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk's Office. X-C-01
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.

Attachments

- Location Map
- Site Picture
- Application

LOCATION MAP





Looking south along Vermillion Street



Looking north along Vermillion Street



City of Hastings Community Development Department

Land Use Application

Address or PID of Property: 1608 Vermillion st, Hastings, MN, 55033
 Applicant Name: Vipul Patel Property Owner: KDK Ventures - Hastings,
 Address: 101 heritage Blvd Address: 1600 Vermillion St. LLC
Hudson, WI, 54016
 Phone: 708-262-2057 Phone: 612-670-2724
 Fax: _____ Fax: _____
 Email: vp19830@gmail.com Email: gwypyszynski@gmail.com

Description of Request: applying for cannabis product Retail fee
sales license

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

Check Applicable Line(s) Please Note: All Fees and Escrows are due at time of application.

<input type="checkbox"/> Rezone	\$500	<input type="checkbox"/> Minor Subdivision	\$500
<input type="checkbox"/> Final Plat	\$600	<input checked="" type="checkbox"/> Special Use Permit	\$500
<input type="checkbox"/> Variance	\$300	<input type="checkbox"/> Comp Plan Amend.	\$500
<input type="checkbox"/> Vacation	\$500	<input type="checkbox"/> Lot Split/Lot Line Adj.	\$75
<input type="checkbox"/> House Move	\$500	<input type="checkbox"/> Annexation	\$500 + \$5,000 escrow
<input type="checkbox"/> Prelim Plat	\$500 + \$5,000 escrow	<input type="checkbox"/> EAW	\$500 + \$5,000 escrow
<input type="checkbox"/> Site Plan	\$500 + \$5,000 escrow	<input type="checkbox"/> Interim Use Permit	\$500

Total Amount Due: \$ _____ Make checks payable to City of Hastings.
Most credit cards accepted, excluding escrow payments.

Please ensure that all copies of required documents are attached.

V Patel 04-12-2024
Applicant Signature Date

Gerard Wypyszynski 4/12/24
Owner Signature Date
Gerard Wypyszynski
Owner Name - Please Print

Applicant Name and Title - Please Print

OFFICIAL USE ONLY

File # 24-19
Fee Paid: _____

Rec'd By: JHinemun
Receipt # _____

Date Rec'd: 4/18/24
App. Complete _____


ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

Signature of applicant  Date 04-12-2024

Name of applicant VIPUL B. PATEL Phone 708-262-2057
(Please Print)

Name and address of Contact (if other than applicant) _____

Bhavikkumar R Patel

857-205-7705
Phone Number

04-12-2024
Date

**City of Hastings
Planning Commission\City Council
Action Deadlines
2024**

Application Submittal Deadline** Tuesday	Planning Commission 2nd & 4th Mon	City Council Approval** 1st & 3rd Mon	City Council 2nd Read (Rezone only) 1st & 3rd Mon
November 14, 2023	December 11, 2023	December 18, 2023	January 2*
November 28, 2023	December 26, 2023*	January 2*	January 16*
December 12, 2023	January 8	January 16*	February 5
December 26, 2023	January 22	February 5	February 20*
January 16	February 12	February 20*	March 4
January 30	February 26	March 4	March 18
February 13	March 11	March 18	April 1
February 27	March 25	April 1	April 15
March 12	April 8	April 15	May 6
March 26	April 22	May 6	May 20
April 16	May 13	May 20	June 3
April 30	May 28*	June 3	June 17
May 14	June 10	June 17	July 1
May 28	June 24	July 1	July 15
June 11	July 8	July 15	August 5
June 25	July 22	August 5	August 19
July 16	August 12	August 19	September 3*
July 30	August 26	September 3*	September 16
August 13	September 9	September 16	October 7
August 27	September 23	October 7	October 21
September 17	October 14	October 21	November 4
October 1	October 28	November 4	November 18
October 15	November 12*	November 18	December 2
October 29	November 25	December 2	December 16
November 12	December 9	December 16	January 6, 2025
November 26	December 23	January 6, 2025	January 21, 2025*
December 17	January 13, 2025	January 21, 2025*	February 3, 2025
December 31	January 27, 2025	February 3, 2025	February 18, 2025*

* Holiday Schedule - Meetings on a Monday Holiday held on Tuesday. Please verify date with City Hall.

** Applications submitted will be evaluated for completeness within one week. Complete applications will then be scheduled for the corresponding date as indicated on the chart. Incomplete or outstanding items noted in the Planning Commission Staff Report may delay City Council action on the item until issues are resolved to the satisfaction of the Community Development Director



City Council Memorandum

To: Mayor Fasbender and City Council

From: John Hinzman, Community Development Director

Date: May 20, 2024

Item: Special Use Permit – Cannabis Retail Sales – Judith Kulla (Caring Hands Massage) – 427 Vermillion Street

Council Action Requested:

Adopt the attached resolution granting a Special Use Permit (SUP) for cannabis retail sales for Judith Kulla (Caring Hands Massage) on property located at 427 Vermillion Street. A separate cannabis licensing permit is scheduled for consideration under the Administration section of the City Council Agenda.

SUP approval requires six of seven Councilmembers.

Advisory Commission Review:

The Planning Commission voted 6-0 to recommend approval of the request as presented at the May 13, 2024 meeting. No one spoke for or against the item during the public hearing.

Attachments:

- Resolution – SUP
- Planning Commission Staff Report – May 13, 2024

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING
A SPECIAL USE PERMIT FOR THE RETAIL SALE OF CANNABIS PRODUCTS AT
427 VERMILLION STREET FOR JUDITH KULLA (CARING HANDS MASSAGE)**

Councilmember _____ introduced the following Resolution and moved its adoption:

WHEREAS, Judith Kulla has applied for a Special Use Permit for the retail sales of cannabis products at Caring Hands Massage. The property generally located at 427 Vermillion Street and legally described as the south 86 feet of Lots 5 and 6 and the south half of the west 10 feet of Lot 7, all in Block 29, TOWN OF HASTINGS, Dakota County, Minnesota; and

WHEREAS, on May 13, 2024 the Hastings Planning Commission held a public hearing and recommended approval of the action as presented; and

WHEREAS, the City Council reviewed the request and concurs with the recommendation of the Planning Commission.

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

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

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk’s Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.
- 3) Approval is subject to a one-year Sunset Clause; if operation does not commence within one year of City Council approval, the approval is null and void.

Council member _____ moved a second to this resolution and upon being put to a vote adopted by those present.

Adopted by the Hastings City Council on May 20, 2024, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

STATE OF MINNESOTA)
) ss. City of Hastings
COUNTY OF DAKOTA)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Hastings, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the attached copy of the _____ Resolution with the original on file in my office and the same is a full, true and complete copy thereof.

WITNESS, my hand as such City Clerk and the corporate seal of the City of Hastings this _____ day of _____, 20____.

Kelly Murtaugh, City Clerk

SEAL STICKER



Planning Commission Memorandum

To: Planning Commission

From: John Hinzman, Community Development Director

Date: May 13, 2024

Item: Public Hearing – Special Use Permit (SUP) – Cannabis Retail Sales – Judith Kulla (Caring Hands Massage) - 427 Vermillion Street

REQUEST

The Planning Commission is asked to take the following actions related to the Special Use Permit (SUP) application of Judith Kulla to conduct cannabis retail sales at Caring Hands Massage located at 427 Vermillion Street:

- 1) Hold a public hearing.
- 2) Review the SUP application and provide a recommendation to City Council.

BACKGROUND INFORMATION

Cannabis Business Regulations

In November 2023, the City adopted [Chapter 155.07, Subd. J](#) of the Zoning Code to allow for Cannabis Businesses. The ordinance outlines performance standards and prohibited acts pertaining to cannabis. Cannabis sales were added as a Special Use permit in the C-3 Community Regional Commerce and C-4 Regional Shopping Center Districts. The City also adopted licensing requirements under City Code Chapter 117 that are similar to those adopted in the zoning code.

Cannabis Business License

An application for a cannabis business license has been submitted along with the SUP application and will be considered by the City Council in conjunction with action on the SUP.

Notification and Public Hearing

Notification of the request was mailed to all property owners within 350 feet. Staff has not received any comments at this time.

Comprehensive Plan Classification

The 2040 Comprehensive Plan designates the property as Mixed Use. The proposed use is consistent with the plan.

Zoning Classification

The property is C-3 – Community Regional Commerce. The C-3 District allows for cannabis retailers as a special use.

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	Century Link	C-3	Mixed Use
East	Single Family Home	C-3	Mixed Use
South	5 th Street	C-3	Commercial
	- Pure Fish Works		
West	Vermillion Street	C-3	Commercial
	- Spiral Pizza		
	- Dicks Barber Shop		

Existing Condition

Caring Hands Massage has been in operation for a number of years. They do not have a tobacco license and staff is not aware of any compliancy issues.

SPECIAL USE PERMIT REVIEW

Background

Hastings City Code Chapter 155.30, Subd. C.10 – allows cannabis retailers and edible retailers as a “special use” within the C-3 Zoning District, subject to the requirements of 155.07, Subd. J as follows:

2. *Performance Standards.*

1. A cannabis business shall only operate in an authorized zoning district with approved State and local license or registration.
2. Any person selling or distributing cannabis products shall require proof of age by means of government issued photographic identification from the prospective purchaser showing purchaser is twenty-one (21) years old or older.
3. Signage identifying the legal sales age and the age verification requirement shall be posted at the point of sale. The required signage shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase. The sign shall provide notice that all persons responsible for selling these products must verify the age of any person under thirty (30) years of age, by means of photographic identification required in this section, containing the bearer's date of birth.
4. Cannabis products must comply with the testing, labeling and packaging requirements in Minnesota State law.
5. No sales or distribution of intoxicating cannabis products shall be allowed at the licensed premises after 10:00 p.m. or before 8:00 a.m.

6. It shall be unlawful for a retailer to allow the sale of intoxicating cannabis products or cannabis related devices by any means whereby a customer has access to such items without having to request the item from the retailer or the retailer's employee. There shall be a physical exchange of the intoxicating cannabis product or cannabis-related devices between the retailer or the retailer's employee and the customer. All intoxicating cannabis products and cannabis-related devices shall be either store behind a counter or other area not freely accessible to customers, or in a storage unit or case not open and accessible to the general public.
7. All retail establishments of intoxicating cannabis products shall have a security plan approved by the Police Chief stating how the facility will address public health, welfare and safety concerns including, but not limited to security, fencing, lighting, window coverings, door placement, and landscaping.
8. Compliance Checks and Inspections
All licensed premises must be open to inspection by the local law enforcement or other authorized City officials during regular business hours. From time to time, but at least once per year, the City will conduct compliance checks on Retailers and Edible Retailers of intoxicating cannabis products by engaging persons between the ages of seventeen (17) and twenty-one (21) years, to enter the licensed premises to attempt to purchase intoxicating cannabis products. Persons used for compliance checks are not guilty of the unlawful purchase or attempted purchase, nor the unlawful possession of intoxicating cannabis products when the items are obtained or attempted to be obtained as a part of the compliance check. No person used in compliance checks may attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check may answer all questions about the person's age asked by the retailer or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section prohibits compliance checks authorized by State or Federal laws for educational, research or training purposes, or required for the enforcement of a particular State or Federal law.

3. *Prohibited Acts.*

- a. It shall be unlawful for any person to sell, purchase, obtain or otherwise provide any intoxicating cannabis product to any person under the age of twenty-one (21).
- b. It shall be unlawful for any person under the age of twenty-one (21) to possess any intoxicating cannabis product. This chapter shall not apply to persons under the age of 21 lawfully involved in a compliance check.
- c. It shall be unlawful for any person under the age of twenty-one (21) to use or consume any intoxicating cannabis product, unless it is legally authorized medical cannabis.
- d. It shall be unlawful for any person under the age of twenty-one (21) attempt to disguise the person's true age by the use of a false form of identification, whether the identification is that of another person or one in which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person, in order to purchase any intoxicating cannabis product.
- e. No adult-use cannabinoid or cannabis product may contain more than 0.3% of THC
- f. No edible cannabis product can contain an amount of THC that exceeds the per serving or per packaging requirements in Minnesota State law.

- g. No intoxicating cannabis product may be sold to an obviously intoxicated person or a person under the influence of a controlled substance.
- h. No one under the age of twenty-one (21) shall sell intoxicating cannabis products.
- i. Intoxicating cannabis products cannot be sold in vending machines, by transient merchants, peddlers, at a movable place of business, through a drive-through window, at special events, home occupations, by internet sales or delivery service.
- j. No sampling or free donation or distributions of intoxicating cannabis products is allowed.
- k. No sales of intoxicating cannabis products may be completed through self-check-out. The retailer or retailer's employee must process each transaction at a point of sale.

Analysis

- Cannabis sales are allowed as a special use within C-3 zoning district. Operational license to be considered by City Council.
- The above are also part of the annual licensing requirements. The Hastings Police Department has approved the security plan for the facility and the business is subject to periodic review by the Hastings Police Department.

Special Use Permit Requirements

Special Use Permit review is outlined in Chapter 30.02, Subd. E.2.b.5 of the City Code and subject to adherence to the following (staff analysis appears in red)

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenient traffic flow and control, and access in case of fire or catastrophe; **Ingress and egress to the property will be unchanged and is served by a private entrance to both Vermillion and 5th Streets. The sale of cannabis products on site will not require changes to ingress and egress.**
2. Off-street parking and loading areas where required, with particular attention to division (E)(2)(b)5.a. above, and the economic, noise, glare, or odor effects of the special use on adjoining properties and properties generally in the district; **Parking and loading is adequate, and the proposed use will not require changes. The property is surrounded by other commercial uses.**
3. Refuse and service areas, with particular reference to items divisions (E)(2)(b)5.a. and (E)(2)(b)5.b. above; **The sale of cannabis products will not increase the need for refuse areas.**
4. Utilities, with reference to locations, availability, and compatibility; **Utility service is adequate and will not change with cannabis sales.**
5. Screening and buffering with reference to type, dimensions, and character; **Screening and buffering is adequate and will not change with cannabis sales.**
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; **Staff is not aware of any changes to signage.**
7. Required yards and other open space; **Yards and open space are unchanged.**
8. General compatibility with adjacent properties and other properties in the district. **Property abuts commercially zoned property on all sides.**

Recommendation

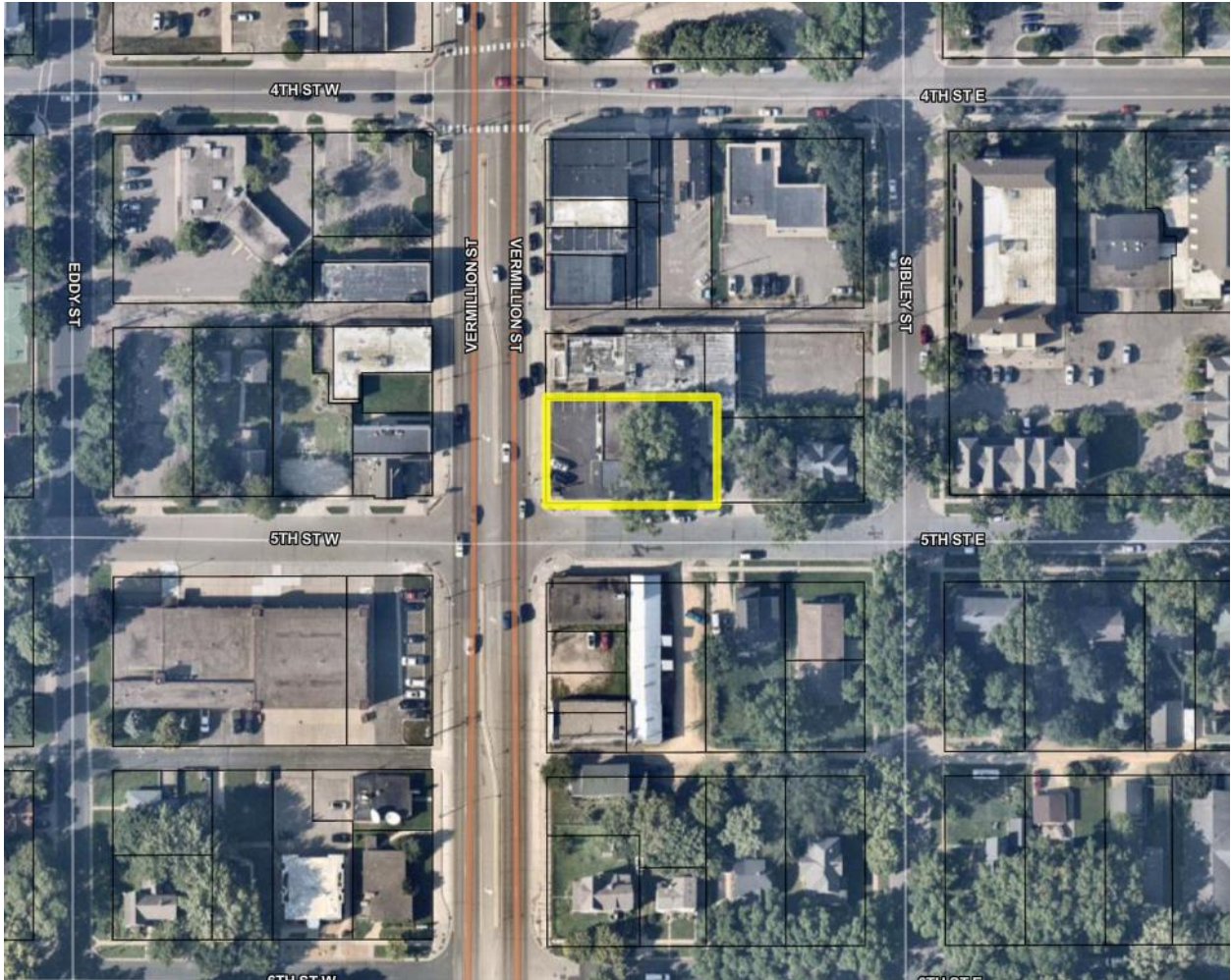
Approval of the Special Use Permit is recommended subject to the following requirements:

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk's Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.

Attachments

- Location Map
- Site Picture
- Application

LOCATION MAP



SITE PICTURES



Looking northeast from 5th and Vermillion Streets



Looking east from Vermillion Street



Since 1857

MINNESOTA

City of Hastings Community Development Department

24-22 X-C-02

Land Use Application

Address or PID of Property: 427 Vermillion Street, Hastings, Minnesota 55033

Applicant Name: Judith Kulla
Address: 2745 Rushmore Road
Hastings, Minnesota 55033
Phone: 651-437-6126
Fax: _____
Email: caringhands@creatingreality.com

Property Owner: Judith Kulla/David Mueller
Address: 2745 Rushmore Road
Hastings, Minnesota 55033
Phone: 651-480-8244
Fax: _____
Email: caringhands@creatingreality.com

Description of Request: _____

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

Check Applicable Line(s) Please Note: All Fees and Escrows are due at time of application.

- | | | | |
|--------------------------------------|------------------------|--|------------------------|
| <input type="checkbox"/> Rezone | \$500 | <input type="checkbox"/> Minor Subdivision | \$500 |
| <input type="checkbox"/> Final Plat | \$600 | <input checked="" type="checkbox"/> Special Use Permit | \$500 |
| <input type="checkbox"/> Variance | \$300 | <input type="checkbox"/> Comp Plan Amend. | \$500 |
| <input type="checkbox"/> Vacation | \$500 | <input type="checkbox"/> Lot Split/Lot Line Adj. | \$75 |
| <input type="checkbox"/> House Move | \$500 | <input type="checkbox"/> Annexation | \$500 + \$5,000 escrow |
| <input type="checkbox"/> Prelim Plat | \$500 + \$5,000 escrow | <input type="checkbox"/> EAW | \$500 + \$5,000 escrow |
| <input type="checkbox"/> Site Plan | \$500 + \$5,000 escrow | <input type="checkbox"/> Interim Use Permit | \$500 |

Total Amount Due: \$ 500

Make checks payable to City of Hastings.
Most credit cards accepted, excluding escrow payments.

Please ensure that all copies of required documents are attached.

Judith Kulla 4-25-24
Applicant Signature Date

David Mueller
Owner Signature Date 4/25/24

Judith Kulla

Judith Kulla David Mueller

Applicant Name and Title – Please Print

Owner Name – Please Print

OFFICIAL USE ONLY

File # 24-22
Fee Paid: PAID

Rec'd By: JHinzman
Receipt # _____

Date Rec'd: 4/26/24
App. Complete Complete

ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

Signature of applicant Judith K. Kulla Date 4-25-24

Name of applicant Judith Kulla Phone 651-437-6126
(Please Print)

Name and address of Contact (if other than applicant) _____

Phone Number

Date



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: May 20, 2024
Item: Approve New Cannabis Product Retail License for Caring Hands Massage, 427 Vermillion Street

Council Action Requested:

Approve the attached resolution approving a new Cannabis Product Retail License for Caring Hands Massage, 427 Vermillion Street.

Background Information:

The City has received and reviewed an application for a new Cannabis Product Retail License for Caring Hands Massage, 427 Vermillion Street. Currently, this license allows for the sale of adult-use cannabinoid or cannabis products containing 0.3% or less of THC.

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

Financial Impact:

The associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**APPROVING A NEW CANNABIS PRODUCT RETAIL LICENSE
FOR CARING HANDS MASSAGE, 427 VERMILLION STREET**

WHEREAS, the City has received and reviewed an application for a new Cannabis Product Retail License for Caring Hands Massage, 427 Vermillion Street.

WHEREAS, approval and issuance of the license are contingent upon the submittal of all required documents, fees, successful completion of a criminal history background investigation by the Hastings Police Department, and a security plan approved by the Police Chief.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Cannabis Product Retail License for Caring Hands Massage, 427 Vermillion Street is approved, unless revoked by City Council.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 20TH DAY OF MAY, 2024.

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor