

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, July 1, 2024

7:00 p.m.

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

Proclamation: Parks and Recreation Month

V. APPROVAL OF MINUTES

Approve Minutes of the City Council workshop and regular meeting on June 17, 2024.

VI. COMMENTS FROM THE AUDIENCE

Comments from the audience may include remarks about items listed on the Consent Agenda.

VII. COUNCIL ITEMS TO BE CONSIDERED

VIII. CONSENT AGENDA

The items on the Consent Agenda are items of routine nature or no perceived controversy to be acted upon by the City Council in a single motion. There will be no discussion on these items unless a Councilmember so requests, in which event the items will be removed from the Consent Agenda to the appropriate Department for discussion.

- 1. Pay Bills as Audited
- 2. Resolution: Accept Donation to the Parks and Recreation Department from Country Financial
- 3. Declare Surplus Property & Authorize for Public Sale – Police Department
- 4. Approve New 3.2% On-Sale Liquor License for Hastings Hawks Amateur Baseball, Inc. dba Hastings Hawks Amateur Baseball
- 5. Accept Proposal and Authorize Work – 2025 Neighborhood Infrastructure Improvements Geotechnical Investigation
- 6. 2nd Reading & Adoption: Ordinance Amendment: Chapter 94 - Parks and Recreation
- 7. Reapprove City Council Minutes from May 6, 2024

IX. AWARDING OF CONTRACTS AND PUBLIC HEARING

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

- 1. Public Hearing: 2nd Street Depot – Amended Sidewalk Café

2. Award Contract: Highway 55 Small Area Plan
3. Award Contract: 2024 Sanitary Sewer Rehabilitation Project
4. Award Contract: Independent Financial Audit for Years 2024-2026

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

D. Public Safety

E. Administration

1. PFAS Update

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, July 15, 2024 7:00 p.m.



Proclamation

Declaring July 2024 as Parks and Recreation Month

In the City of Hastings, MN

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

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

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

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

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

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

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

WHEREAS, each July the City celebrates National Parks and Recreation Month with a Party in the Park, which will be held this year on July 30 at Levee Park; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Mary Fasbender and the Hastings City Council hereby declare the month of July 2024 as Parks and Recreation Month in the City of Hastings.

**Hastings, Minnesota
City Council Workshop
June 17, 2024**

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, June 17, 2024, at 5:30 p.m. in the Community Room at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Members Absent: Councilmember Fox

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
Finance Manager Chris Eitemiller
Assistant Finance Manager Ashley DeBernardi

Mayor Fasbender called the workshop to order at 5:30 pm and welcomed councilmembers and staff, indicating that this is the second Council workshop to discuss the 2025 budget. Wietecha reviewed the first meeting, which gave the presentation on foundational information. The second workshop was scheduled to finish presentation materials and offer additional time for discussion.

Wietecha reviewed the projections for the water fees in the coming decade if the City is fully responsible for the cost of PFAS mitigation. Wietecha then presented projections for levy (maintaining services, without 2025 tax capacity information) and water rates (building treatment facilities).

Council discussion on understanding the projections, projects, and impact on residents. Discussion on the possibility to access treated water for all residents following the construction of the first treatment plant.

Wietecha reviewed the funding options that may help reduce the financial burden on city residents and when we might hear about the decisions. Discussion on potential future access to 3M Settlement funds. He explained that funds are also being sought for other projects and commitments that may help alleviate the burden on the City. The City may also be able to scale back the project to delay nitrate filtration installation.

Communication and transparency will continue to be an important tool in addressing PFAS mitigation and the budget for the coming years. It may be helpful to include water rates from other cities in Dakota County for comparison. Continue communication out to residents about timing of Water Treatment construction project. Continue the message that the City did not cause the problem but that the City has been working very hard to address the issue. Continue to refer to resources from the experts and consult the City's website. Help residents understand what portion of utility bill would be affected by the increase in water rates.

Council discussed the delay construction of Water Treatment Plant #1 until early 2025. While all are anxious to get the project started, pausing until February 2025 for the bid process allows for possible decisions on recent funding applications, potential increases to water rates continue as part of the overall budget discussion for January implementation, and offers more time for communication and transparency with residents. Delay will not add much time to completion since construction would pause during winter months. Council supported delaying bid process to February 2025.

Council discussed low/no cost options for temporary treatment. The City will continue providing information for residents to help with individual decisions about in-home filtration options. Discussion about using Plant #1 when built and access state contract pricing for residents. While the City can gain access to state contract pricing, water is available at or lower than that price locally. There may be interest on the part of non-profit partners to assist with fund-raising/distribution program to provide filters to low-income families, if desired.

Within the budget process, Wietecha indicated that staff will propose cuts/delays as part of their budget requests. Council discussed a continuing need to attract and retain employees and maintain a level of public safety. We still have a City to run and delays of some projects may cause more issues. Council was also concerned about services “not going backward” while water rates and taxes increase. Council expressed support for the Fire Department, awaiting results of the space needs study.

ADJOURNMENT

Workshop adjourned at 6:55 p.m.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

Hastings, Minnesota
City Council Meeting Minutes
June 17, 2024

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, June 17, 2024 at 7:05 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Members Absent: Councilmember Fox

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
City Attorney Kori Land
Community Development Director John Hinzman (Remote)
Finance Manager Chris Eitemiller
Assistant Finance Manager Ashley DeBernardi

New Employee Introductions:

Libby Hummel
Lindsey Duggan
Josh Speak
Tim Skog
Curt Senn
David Sheets
Jessica Urbach

Partner Introductions:

Joni Palodichuk – 360 Communities Advocate
Jean Evans-Williams – Dakota County Embedded Social Worker

Proclamation: Make Music Day

Proclamation: Juneteenth

Presentation: Building Remembrance for Reconciliation (BR4R)

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council workshop and regular meeting on June 3, 2024.

Minutes were approved as presented.

Comments from the Audience

Steve Zeyen, 1772 Dellridge Ct wondering what is changing with item #16 (City Code, Chapter 94 – Parks & Recreation).

Consent Agenda

Councilmember Leifeld motioned to pull item #16 from Consent and move to Parks and Recreation, seconded by Councilmember Haus.

Councilmember Leifeld motioned to approve the Consent Agenda as amended, seconded by Councilmember Lawrence.

6 Ayes, 0 Nays.

1. Pay Bills as Audited
2. Resolution No. 06-05-24: Accept Donation to the Parks and Recreation Department from the Ajer Family
3. Resolution No. 06-06-24: Accept Donation to the Parks and Recreation Department from the Hamilton Family
4. Resolution No. 06-07-24: Accept Donation to the Parks and Recreation Department from Millner Family Chiropractic
5. Approve Special Event Designation for the Fourth of July Event
6. Resolution No. 06-08-24: Accept Donation to the Arts & Culture Commission from THRIVE
7. Resolution No. 06-09-24: Approve Liquor License Renewals for the 2024 – 2025 Licensing Period
8. Resolution No. 06-10-24: Approve Tobacco License Renewals for the 2024 – 2025 Licensing Period
9. Resolution No. 06-11-24: Approve New Liquor License Application from Upward Solutions, LLC dba ACE Liquor Store
10. Resolution No. 06-12-24: Approve New Tobacco License Application from Upward Solutions, LLC dba ACE Liquor Store
11. Declare Surplus Property & Authorize for Public Sale, Donation, or Disposal – Fire Department
12. Approve Unpaid Leave of Absence
13. Approve Pay Estimate No. 1 for the 2024 Mill & Overlay Program – McNamara Contracting (\$372,509.50)
14. Resolution No. 06-13-24: Approve Temporary Gambling Permit for Carpenter St. Croix Valley Nature Center
15. Approve First Amendment to the Joint Powers Agreement Establishing the Criminal Justice Network
16. Approve First Reading: Chapter 94 – Parks & Recreation – Pulled from Consent Agenda.

Presentation and Approval of 2023 Comprehensive Financial Report

Eitemiller introduced Ryan Engelstad from Bergan KDV, the City's audit firm, who gave a presentation on the results of the 2023 audit. He provided an unmodified opinion that the financial statements are fairly presented in all material respects and noted no material weaknesses and no instances of noncompliance.

Council discussion on tax capacity and its relationship to the tax levy. Eitemiller shared the increases are attributed from new developments and increased market value. Engelstad indicated other municipalities are seeing similar jumps in property market value.

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

Approve First Reading: Chapter 94 – Parks and Recreation

This item was pulled from the Consent Agenda for review of the proposed amendments to the ordinance. Wietcha provided details of the additional amendments to the ordinance that needed legal clarification prohibiting non-daytime mooring of boats following the amendments previously approved in May.

No Council discussion.

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

Resolution No. 06-14-24: Preliminary and Final Plat: Pleasant Drive Addition (NW Corner of Pleasant Drive and Co Rd 46)

Hinzman provided a summary of the request to approve the Preliminary and Final Plat for the Pleasant Drive Addition proposed by the Dakota County CDA (Community Development Agency). The request contains a subdivision of two outlots located at the northwest corner of County Road 46 and Pleasant Drive. The Dakota County CDA purchased the property for three reasons: provide routing for the Vermillion River Greenway trail, dedicate right-of-way for a future roundabout at County Road 46 and Pleasant Drive and provide land for future CDA housing. Hinzman referenced the Comprehensive Plan and potential future steps in the event development may occur.

Council clarified this request does not include potential future developments. Hinzman indicated there would be additional steps in the future for any potential development requests.

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

Resolution No. 06-15-24: Site Plan – Stadium Seating and Locker Room – United Heroes League (15211 Ravenna Tr)

Hinzman provided a summary of the application from HTG Architects on behalf of United Heroes League (UHL) to construct stadium seating and locker room facilities at an existing outdoor hockey rink located at 15211 Ravenna Trail. Hinzman reviewed previous Interim Use Permits and approvals.

No Council discussion.

Councilmember Leifeld motioned to approve as amended, seconded by Councilmember Vihrachoff.
6 Ayes, 0 Nays.

2nd Reading\Adopt Ordinance: Amend City Code Chapter 34 – Building Department Fees

Hinzman provided an overview of the request to amend City Code Chapter 34 – Fee Schedule regarding Building Department fees. The proposed amendment is presented to accomplish a reduction in duplicative permits for a single property by combining separate permits into an all-inclusive permit for ease of

tracking and monitoring, and to ensure all fees adequately cover the cost of staff review. Hinzman indicated most fees have not been increased since 2015.

Council commended staff on the review of fees and making the process more efficient for residents and staff.

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

Resolution No. 06-16-24: Approve Liquor License Renewal for Spiral Brewery

Murtaugh indicated that this is typically on the Consent Agenda, but a Councilmember is a principal owner and abstains from the vote.

No Council discussion.

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

Announcements

- City Offices will be closed Wednesday, June 19 in observation of Juneteenth.
- Summer Rec Programs at Levee Park...
 - Thursday, June 20, Music in the Park with “Holy Rocka Rollaz – Tribute to the 50’s.” Supported by the Ruth and George Doffing Charitable Fund.
 - Tuesday, June 25, Comedy in the Park with “Kenny Ahern – physical comedian.” Sponsored by SMEAD Manufacturing Company.
 - Wednesday, June 26, Storytime in the Park with the theme “Emotions.” A partnership with Pleasant Hill Library.
 - Thursday, June 27, Music in the Park with “Poppa Bear Norton – original comedic country.” Supported by the Ruth and George Doffing Charitable Fund.
- Friday, June 21, is Make Music Day with 21 performers over 12 hours at 3 locations. Bring a blanket or chair to enjoy live music from talented musicians in Hastings parks; harmonica, drumstick, and gift card giveaways; and food trucks.
- Rec + Art + Police is Wednesday, June 26, at Sunny Acres Park with popsicle stick bird feeders, hula hoop demo, and games. Recommended for elementary and middle schoolers. Supported by SC Toys, Country Financial, Hastings Lions Club, Hastings Family Service, Community Ed, and Hastings Prescott Arts Council.
- The Arts & Culture Commission hosts “Twelfth Night – a theatrical performance in the park” at Vermillion Fall Park on Sunday, June 30.

Meetings

- Heritage Preservation Commission Meeting on Tuesday, June 18, 2024 at 7:00 p.m.
- Parks and Recreation Commission Meeting on Wednesday, June 19, 2024 at 6:30 p.m. – Cancelled
- Public Safety Advisory Commission Meeting on Thursday, June 20, 2024 at 6:30 p.m.
- Operations Committee Meeting on Monday, June 24, 2024 at 7:00 p.m.

- Planning Commission Meeting on Monday, June 24, 2024 at 7:00 p.m.
- City Council Regular Meeting on Monday, July 1, 2024 at 7:00 p.m.

Councilmember Haus motioned to adjourn the meeting at 8:15 PM, seconded by Councilmember Pemble. Ayes 6; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasnender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang - Accountant

Date: 06/27/2024

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of weekly routine disbursements issued 06/25/2024.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 07/02/2024.

Background Information:

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

Financial Impact:

Disbursement checks, EFT issued on 06/25/2024	\$	612,513.96
Disbursement checks, EFT to be issued on 07/02/2024	\$	417,075.82

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Council Reports

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PW - Engineering	GENERAL	O'REILLY AUTOMOTIVE	REPAIRS & MAINTENANCE - VEHICLE	\$7.92
Wastewater	WASTEWATER	O'REILLY AUTOMOTIVE	REPAIRS & MAINT-LINES	\$35.39
Vendor Total:				\$43.31
Parks Operations	PARKS	CINTAS CORPORATION NO 2	REPAIRS & MAINTENANCE - BLDG	\$127.45
Vendor Total:				\$127.45
IT	GENERAL	OFFICE OF MN.IT SERVICES	MAY WAN/USAGE	\$572.51
Vendor Total:				\$572.51
Parks Operations	PARKS	CENTRAL TURF & IRRIGATION SU	REPAIRS & MAINTENANCE - IRRIGAT	\$778.81
Vendor Total:				\$778.81
Water	WATER	HAWKINS INC	CHEMICALS & CHEMICAL PRODUCTS	\$40.00
Vendor Total:				\$40.00
Parks Capital	PARKS CAPITAL	AMERICAN ENGINEERING TESTIN	CONTRACTORS & CONSTRUCTION	\$3,770.00
Vendor Total:				\$3,770.00
Non-Departmental	2024 IMPROVEM	WSB & ASSOCIATES INC	CONTRACTORS & CONSTRUCTION	\$8,375.25
Non-Departmental	2024 IMPROVEM	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$1,620.00
COMMUNITY DEVE	ESCROW - DEV/	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$120.00
PW - Engineering	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$6,750.00
PW - Streets	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$780.00
PW - Engineering	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$810.00
Wastewater	WASTEWATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$780.00
Wastewater	WASTEWATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$2,730.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$2,280.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$8,220.00
PW - Engineering	GENERAL	WSB & ASSOCIATES INC	NON CAP - EQUIPMENT	\$2,645.50
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$59,561.50
Vendor Total:				\$94,672.25
Parks Operations	PARKS	FOXS HIGHLIFT LLC	RENTAL-MACHINERY	\$575.00
Vendor Total:				\$575.00
PW - Streets	GENERAL	TOWMASTER	REPAIRS & MAINTENANCE - EQUIP	\$82.50
Vendor Total:				\$82.50
Fire	FIRE & AMBULA	LOGIS/LOCAL GOVERNMENT INF	DISPATCH CONTRACT-COUNTY	\$1,030.00
Police	GENERAL	LOGIS/LOCAL GOVERNMENT INF	DISPATCH CONTRACT-COUNTY	\$10,413.00
IT	GENERAL	LOGIS/LOCAL GOVERNMENT INF	DISPATCH CONTRACT-COUNTY	\$415.00

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
IT	GENERAL	LOGIS/LOCAL GOVERNMENT INF	EXPERT & CONSULTANT	\$45.00
IT	GENERAL	LOGIS/LOCAL GOVERNMENT INF	EXPERT & CONSULTANT	\$217.50
Vendor Total:				\$12,120.50
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$91.82
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$17.42
Vendor Total:				\$109.24
PW - Streets	GENERAL	TRI-STATE BOBCAT, INC.	RENTAL-MACHINERY	\$3,783.50
Vendor Total:				\$3,783.50
Aquatics	AQUATIC CENTE	INNOVATIVE OFFICE SOLUTIONS	OTHER GENERAL SUPPLIES	\$62.68
Aquatics	AQUATIC CENTE	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$80.67
Aquatics	AQUATIC CENTE	INNOVATIVE OFFICE SOLUTIONS	COST OF MERCHANDISE	\$405.01
Parks Operations	PARKS	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$97.88
Vendor Total:				\$646.24
Non-Departmental	GENERAL	WI SUPPORT COLLECTIONS TRUS	Remittance	\$92.31
Vendor Total:				\$92.31
Aquatics	AQUATIC CENTE	HORIZON COMMERCIAL POOL SU	CHEMICALS & CHEMICAL PRODUCTS	\$1,158.00
Aquatics	AQUATIC CENTE	HORIZON COMMERCIAL POOL SU	CHEMICALS & CHEMICAL PRODUCTS	\$1,294.00
Vendor Total:				\$2,452.00
Parks Operations	PARKS	SCHLOMKA'S PORTABLE RESTRO	RENTAL-MACHINERY	\$3,460.00
Vendor Total:				\$3,460.00
Aquatics	AQUATIC CENTE	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$118.36
Hydro	HYDRO ELECTRI	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$8.36
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	REPAIRS & MAINTENANCE - EQUIP	\$7.43
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	REPAIRS & MAINTENANCE - EQUIP	\$1.08
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$8.36
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$17.65
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$9.16
Vendor Total:				\$170.40
Police	GENERAL	STOP STICK, LTD	REPAIRS & MAINTENANCE - EQUIP	\$476.00
Vendor Total:				\$476.00
Hydro	HYDRO ELECTRI	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$33.68
Vendor Total:				\$33.68
Parks Operations	PARKS	INDEPENDENT BLACK DIRT & SO	LANDSCAPING MATERIALS	\$360.00

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$360.00
General Facility Mai	GENERAL	SPIN CITY LAUNDROMAT LLC.	RAGS CLEANED	\$25.00
				Vendor Total: \$25.00
Water	WATER	CORE & MAIN LP	CONTRACTORS & CONSTRUCTION	\$5,102.53
				Vendor Total: \$5,102.53
Legal	GENERAL	CAMPBELL KNUTSON, P.A.	LEGAL FEES	\$9,530.86
				Vendor Total: \$9,530.86
Finance & Accountin	GENERAL	NORTHLAND SECURITIES, INC.	EXPERT & CONSULTANT	\$1,938.75
				Vendor Total: \$1,938.75
Parks Operations	PARKS	NAPA AUTO PARTS	UPKEEP OF GROUNDS	\$15.98
Parks Operations	PARKS	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$9.87
Parks Operations	PARKS	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$1.66
Parks Operations	PARKS	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$13.20
				Vendor Total: \$40.71
Police	GENERAL	RIVER BLUFF HUMANE SOCIETY	BOARDING FEES	\$80.00
Police	GENERAL	RIVER BLUFF HUMANE SOCIETY	BOARDING FEES	\$80.00
				Vendor Total: \$160.00
Water	WATER	RYAN & GORDYS GLASS INC	REPAIRS & MAINT-LINES	\$802.97
				Vendor Total: \$802.97
Forestry	GENERAL	TROPHIES PLUS	UPKEEP OF GROUNDS	\$562.50
Parks Operations	PARKS	TROPHIES PLUS	UPKEEP OF GROUNDS	\$80.00
				Vendor Total: \$642.50
IT	GENERAL	PARAGON DEVELOPMENT SYSTE	MAINTENANCE CONTRACTS	\$3,826.12
				Vendor Total: \$3,826.12
Ambulance	FIRE & AMBULA	TELEFLEX LLC	MEDICAL & FIRST AID	\$562.50
				Vendor Total: \$562.50
Parks Capital	PARKS CAPITAL	ISG	CONTRACTORS & CONSTRUCTION	\$14,032.50
				Vendor Total: \$14,032.50
Non-Departmental	GENERAL	USS MN V MT LLC	MAY HUBERS SOLAR GARDEN EXPENSE	\$11,580.66
				Vendor Total: \$11,580.66
Non-Departmental	ARENA	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$208.19
Non-Departmental	CABLE TV	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$18.40

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Non-Departmental	FIRE & AMBULA	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$1,032.41
Non-Departmental	GENERAL	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$3,505.35
Non-Departmental	GENERAL	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$128.25
Non-Departmental	HYDRO ELECTRI	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$8.56
Non-Departmental	LEDUC HISTORI	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$6.42
Non-Departmental	PARKS	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$667.32
Non-Departmental	STORM WATER	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$165.99
Non-Departmental	WASTEWATER	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$108.92
Non-Departmental	WATER	METROPOLITAN LIFE INSURANCE	DENTAL INSURANCE W/H	\$142.17
Vendor Total:				\$5,991.98
General Facility Mai	GENERAL	IMPERIAL DADE	CLEANING SUPPLIES	\$1,495.80
Parks Operations	PARKS	IMPERIAL DADE	REPAIRS & MAINTENANCE - BLDG	\$567.12
Vendor Total:				\$2,062.92
Parks Capital	PARKS CAPITAL	HONDA ELECTRIC INC.	CONTRACTORS & CONSTRUCTION	\$8,345.60
Vendor Total:				\$8,345.60
Police	GENERAL	ANCOM COMMUNICATIONS INC.	MAINTENANCE CONTRACTS	\$362.60
Vendor Total:				\$362.60
PW - Streets	GENERAL	BOYER FORD TRUCKS/DBA TRAN	REPAIRS & MAINTENANCE - EQUIP	\$21.66
Vendor Total:				\$21.66
PW - Streets	GENERAL	BRAUN INTERTEC	CONTRACTORS & CONSTRUCTION	\$6,354.00
Vendor Total:				\$6,354.00
Water	WATER	CITY OF BLOOMINGTON	REPAIRS & MAINT-LINES	\$392.00
Vendor Total:				\$392.00
Ambulance	FIRE & AMBULA	DEPARTMENT OF VETERANS AFF	REFUNDS-AMBULANCE	\$441.63
Vendor Total:				\$441.63
Police	GENERAL	DAKOTA COUNTY TECH COLLEGE	HEDRICK & CROSS	\$600.00
Vendor Total:				\$600.00
Aquatics	AQUATIC CENTE	1ST LINE BEVERAGES INC.	COST OF MERCHANDISE	\$990.75
Vendor Total:				\$990.75
Parks Operations	PARKS	GERLACH OUTDOOR POWER EQ	SMALL TOOLS & EQUIPMENT	\$539.98
Vendor Total:				\$539.98
Communications	GENERAL	GRAPHIC DESIGN		\$590.00
Communications	GENERAL	GRAPHIC DESIGN	KIOSK SIGNS	\$561.00

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Admin	GENERAL	GRAPHIC DESIGN	OFFICE SUPPLIES	\$237.50
Water	WATER	GRAPHIC DESIGN	OFFICE SUPPLIES	\$237.50
Parks Operations	PARKS	GRAPHIC DESIGN	GENERAL NOTICES & PUBLIC INFO	\$147.00
Communications	GENERAL	GRAPHIC DESIGN	NL PRINTING	\$2,032.75
Recycling	GENERAL	GRAPHIC DESIGN	NL PRINTING	\$500.00
Communications	GENERAL	GRAPHIC DESIGN	NL PRINTING	\$1,631.81
Parks Operations	PARKS	GRAPHIC DESIGN	NL PRINTING	\$1,388.19
Vendor Total:				\$7,325.75
Non-Departmental	GENERAL	HASTINGS AREA CHAMBER/COM	LODGING TAX PAYABLE	\$4,132.06
Vendor Total:				\$4,132.06
Parks Operations	PARKS	HOISINGTON KOEGLER GROUP	EXPERT & CONSULTANT	\$1,035.00
Parks Capital	PARKS CAPITAL	HOISINGTON KOEGLER GROUP	CONTRACTORS & CONSTRUCTION	\$4,829.77
Parks Capital	PARKS CAPITAL	HOISINGTON KOEGLER GROUP	CONTRACTORS & CONSTRUCTION	\$2,520.00
Vendor Total:				\$8,384.77
Council	GENERAL	LEAGUE OF MN CITIES	CONFERENCE & SCHOOLS	\$475.00
Vendor Total:				\$475.00
INSURANCE FUND	INSURANCE FU	LEAGUE OF MN CITIES INS TRST	INSURANCE - WORKERS COMP	\$500.00
INSURANCE FUND	INSURANCE FU	LEAGUE OF MN CITIES INS TRST	INSURANCE - WORKERS COMP	\$464.67
Vendor Total:				\$964.67
Fire	FIRE & AMBULA	MACQUEEN EQUIPMENT, INC.	CLOTHING & BADGES	\$604.10
Fire	FIRE & AMBULA	MACQUEEN EQUIPMENT, INC.	CLOTHING & BADGES	\$604.20
Wastewater	WASTEWATER	MACQUEEN EQUIPMENT, INC.	REPAIRS & MAINT-LINES	\$702.63
Vendor Total:				\$1,910.93
PW - Streets	GENERAL	MCNAMARA CONTRACTING INC	CONTRACTORS & CONSTRUCTION	\$372,509.50
Vendor Total:				\$372,509.50
PW - Streets	GENERAL	PINE BEND PAVING, INC.	CONTRACTORS & CONSTRUCTION	\$1,500.00
Vendor Total:				\$1,500.00
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$173.61
Vendor Total:				\$173.61
Parks Operations	PARKS	SHERWIN-WILLIAMS	UPKEEP OF GROUNDS	\$54.96
Vendor Total:				\$54.96
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$3,596.54
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$271.75

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$712.67
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$1,056.56
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$936.18
Vendor Total:				\$6,573.70
Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$21.98
Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$16.48
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$25.08
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$77.64
Vendor Total:				\$141.18
Admin	GENERAL	US POSTMASTER	2024 MARKETING PERMIT	\$320.00
Vendor Total:				\$320.00
Parks Operations	PARKS	VERMILLION ELEVATOR INC	LANDSCAPING MATERIALS	\$350.00
Vendor Total:				\$350.00
PW - Street Lights	GENERAL	VIKING ELECTRIC SUPPLY	REPAIRS & MAINTENANCE - EQUIP	\$55.02
Vendor Total:				\$55.02
Water	WATER	WAYNES AUTO BODY	REPAIRS & MAINTENANCE - EQUIP	\$4,362.91
Vendor Total:				\$4,362.91
Aquatics	AQUATIC CENTE	WEBBER RECREATIONAL DESIGN	EQUIPMENT	\$3,091.00
Parks Operations	PARKS	WEBBER RECREATIONAL DESIGN	UPKEEP OF GROUNDS	\$1,097.00
Vendor Total:				\$4,188.00
PW - Streets	GENERAL	WERNER IMPLEMENT CO INC	EQUIPMENT	\$123.40
Vendor Total:				\$123.40
PW - Streets	GENERAL	ZIEGLER, INC.	REPAIRS & MAINTENANCE - EQUIP	\$254.58
Vendor Total:				\$254.58

GRAND TOTAL: \$612,513.96

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police Building	GENERAL	HAFERMAN WATER CONDITIONIN	REBEDDED SOFTENER AND REPLACED	\$807.00
Vendor Total:				\$807.00
Legal	GENERAL	RATWIK ROSZAK & MALONEY, P.A	LEGAL FEES	\$240.50
Vendor Total:				\$240.50
PW - Streets	GENERAL	ASTECH / ASPHALT SURFACE TE	UPKEEP OF GROUNDS	\$14,699.52
Vendor Total:				\$14,699.52
Parks Operations	PARKS	REINDERS INC.	CHEMICALS & CHEMICAL PRODUCTS	\$2,490.00
Parks Operations	PARKS	REINDERS INC.	CHEMICALS & CHEMICAL PRODUCTS	\$1,776.50
Vendor Total:				\$4,266.50
Parks Operations	PARKS	VALLEY CHEVROLET OF HASTING	REPAIRS & MAINTENANCE - VEHICLE	\$58.13
Vendor Total:				\$58.13
Admin	GENERAL	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$105.49
Pioneer Room	HERITAGE PRES	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$192.06
Vendor Total:				\$297.55
PW - Streets	GENERAL	PRECISE MOBILE RESOURCE MG	MAINTENANCE CONTRACTS	\$175.00
Vendor Total:				\$175.00
Non-Departmental	2024 IMPROVEM	MSA PROFESSIONAL SERVICES, I	CONTRACTORS & CONSTRUCTION	\$2,195.80
Vendor Total:				\$2,195.80
Police Building	GENERAL	BAUER SERVICES	REMOVED OL BARREL FROM BASEMENT	\$1,000.00
Vendor Total:				\$1,000.00
Non-Departmental	PARKS	MANSFIELD OIL COMPANY	FUEL INVENTORY	\$2,409.23
Vendor Total:				\$2,409.23
City Hall Building	GENERAL	GILBERT MECHANICAL CONTRAC	AHU VALVES PAYMENT 1 OF 2	\$10,500.00
Vendor Total:				\$10,500.00
City Hall Building	GENERAL	RUMPCA SERVICES, INC.	DRAIN CLEANING	\$403.00
Police Building	GENERAL	RUMPCA SERVICES, INC.	POLICE DEPT. BOILER FLOOR DRAIN	\$479.00
Vendor Total:				\$882.00
Arena	ARENA	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$34.79
Cable TV	CABLE TV	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$2.69
Fire	FIRE & AMBULA	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$76.15
Ambulance	FIRE & AMBULA	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$313.00
Admin	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$22.10

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
General Facility Mai	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$14.30
IT	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$55.76
Finance & Accountin	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$70.14
COMMUNITY DEVE	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$20.95
Building Inspections	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$98.52
Code Enforcement	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$15.69
Communications	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$15.24
PW - Engineering	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$45.43
City Clerk	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$51.20
PW - Streets	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$78.62
Police	GENERAL	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$685.14
HEDRA	HEDRA	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$34.14
Historic Preservation	HERITAGE PRES	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$5.14
Hydro	HYDRO ELECTRI	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$7.14
LeDuc	LEDUC HISTORI	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$2.52
Parks Operations	PARKS	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$168.68
Storm	STORM WATER	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$59.41
Wastewater	WASTEWATER	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$57.14
Water	WATER	SUN LIFE ASSUANCE COMPANY O	JULY LTD PREMIUM	\$80.20
Vendor Total:				\$2,014.09
Parks Operations	PARKS	BAUER BUILT INC	REPAIRS & MAINTENANCE - EQUIP	\$1,337.52
Vendor Total:				\$1,337.52
Parks Operations	PARKS	FORKLIFTS OF MINNESOTA	REPAIRS & MAINTENANCE - EQUIP	\$2,040.40
Vendor Total:				\$2,040.40
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	MISCELLANEOUS	\$55.76
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$39.02
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	MISCELLANEOUS	\$7.98
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	REPAIRS & MAINTENANCE - BLDG	\$11.87
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$109.20
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	SMALL TOOLS & EQUIPMENT	\$107.08
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$18.58
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$5.57
Vendor Total:				\$355.06
IT	GENERAL	SHI INTERNATIONAL CORP	MAINTENANCE CONTRACTS	\$3,697.16
Vendor Total:				\$3,697.16

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police Building	GENERAL	RF GARAGE DOOR LLC	2 REPLACEMENT GARAGE DOORS FOR	\$4,180.00
Vendor Total:				\$4,180.00
Non-Departmental	GENERAL	HASTINGS PROFESSIONAL FIREFI	Remittance	\$1,407.05
Vendor Total:				\$1,407.05
Water	WATER	CORE & MAIN LP	CONTRACTORS & CONSTRUCTION	\$3,263.78
Vendor Total:				\$3,263.78
Parks Operations	PARKS	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - VEHICLE	\$312.22
Parks Operations	PARKS	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$69.24
Vendor Total:				\$381.46
Police	GENERAL	GUARDIAN SUPPLY LLC	CROSS - CLOTHING & BADGES	\$199.96
Police	POLICE RESERV	GUARDIAN SUPPLY LLC	RESERVE - CHRISTIANSEN - UNIFOR	\$348.95
Vendor Total:				\$548.91
PARKS & RECREA	PARKS	MICHAEL A PATRICK	OTHER PROFESSIONAL SERVICES	\$210.00
Vendor Total:				\$210.00
PARKS & RECREA	PARKS	THIERRY AUGE	OTHER PROFESSIONAL SERVICES	\$150.00
Vendor Total:				\$150.00
Non-Departmental	FIRE & AMBULA	STANDARD INSURANCE COMPAN	JULY LIFE INS PREMIUM	\$5.94
Fire	FIRE & AMBULA	STANDARD INSURANCE COMPAN	JULY LIFE INS PREMIUM	\$2.07
Ambulance	FIRE & AMBULA	STANDARD INSURANCE COMPAN	JULY LIFE INS PREMIUM	\$11.73
Non-Departmental	GENERAL	STANDARD INSURANCE COMPAN	JULY LIFE INS PREMIUM	(\$4.68)
Police	GENERAL	STANDARD INSURANCE COMPAN	JULY LIFE INS PREMIUM	\$4.68
Vendor Total:				\$19.74
Non-Departmental	ARENA	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$13.04
Non-Departmental	CABLE TV	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$3.12
Non-Departmental	FIRE & AMBULA	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$64.40
Non-Departmental	GENERAL	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$196.68
Non-Departmental	GENERAL	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$6.10
Non-Departmental	HERITAGE PRES	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$1.52
Non-Departmental	HYDRO ELECTRI	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$0.31
Non-Departmental	STORM WATER	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$5.88
Non-Departmental	WASTEWATER	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$6.16
Non-Departmental	WATER	VISION SERVICE PLAN INSURANC	JUNE VISION PREMIUM	\$7.51
Vendor Total:				\$304.72

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Non-Departmental	GENERAL	USS MN VII MT LLC	MAY WILDCAT SOLAR - ARENA	\$1,640.90
Non-Departmental	GENERAL	USS MN VII MT LLC	MAY WILDCAT SOLAR - ARENA	\$7,357.82
Vendor Total:				\$8,998.72
Fire	FIRE & AMBULA	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$173.56
Admin	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$413.89
Police	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$251.99
PW - Engineering	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$64.77
PW - Streets	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$64.76
Parks Operations	PARKS	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$231.61
Wastewater	WASTEWATER	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$64.77
Water	WATER	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$64.77
Vendor Total:				\$1,330.12
Parks Operations	PARKS	VAN METER INC	REPAIRS & MAINTENANCE - EQUIP	\$67.12
Vendor Total:				\$67.12
PARKS & RECREA	PARKS	ANNA GERLACH	OTHER PROFESSIONAL SERVICES	\$100.00
Vendor Total:				\$100.00
PARKS & RECREA	PARKS	DANIEL JAMES PETERS	OTHER PROFESSIONAL SERVICES	\$210.00
Vendor Total:				\$210.00
General Facility Mai	GENERAL	IMPERIAL DADE	CLEANING SUPPLIES	\$563.10
General Facility Mai	GENERAL	IMPERIAL DADE	CLEANING SUPPLIES	\$281.94
Vendor Total:				\$845.04
Police	DUI ENFORCEM	ALTERNATIVE BUSINESS FURNIT	MISCELLANEOUS	\$2,389.52
Vendor Total:				\$2,389.52
IT	GENERAL	DAKOTA COUNTY FINANCE	MAY IT SERVER LEASE	\$250.00
Fire	FIRE & AMBULA	DAKOTA COUNTY FINANCE	MAY 24 RADIO LICENSE FEES - PD	\$1,213.16
Police	GENERAL	DAKOTA COUNTY FINANCE	MAY 24 RADIO LICENSE FEES - PD	\$1,726.42
Police	GENERAL	DAKOTA COUNTY FINANCE	REPAIRS & MAINTENANCE - VEHICLE	\$3,224.15
Vendor Total:				\$6,413.73
Police	GENERAL	GORNEY, KARTER J	GORNEY - CONFERENCE & SCHOOLS	\$276.50
Vendor Total:				\$276.50
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	JULY CIGNA PREMIUM	\$256.94
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	JULY CIGNA PREMIUM	\$9.70
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	JULY CIGNA PREMIUM	\$49.67

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	JULY CIGNA PREMIUM	\$2.43
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	JULY CIGNA PREMIUM	\$1.94
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	JULY CIGNA PREMIUM	\$0.97
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	JULY CIGNA PREMIUM	\$0.49
Vendor Total:				\$322.14
General Facility Mai	GENERAL	RENAISSANCE ROOFING INC.	BUILDINGS & STRUCTURES	\$202,477.78
Vendor Total:				\$202,477.78
Parks Capital	PARKS CAPITAL	EMMONS & OLIVER RESOURCES,	CONTRACTORS & CONSTRUCTION	\$5,021.52
Vendor Total:				\$5,021.52
PW - Streets	GENERAL	LIND, ERIK	LIND - SAFETY BOOTS SEASONAL	\$77.50
Vendor Total:				\$77.50
IT	GENERAL	FINEPOINT TECHNOLOGY LLC	EXPERT & CONSULTANT	\$486.90
Vendor Total:				\$486.90
Parks Operations	PARKS	THE DAVEY TREE EXPERT CO	LANDSCAPING MATERIALS	\$5,600.00
Vendor Total:				\$5,600.00
Parks Operations	PARKS	TWIN CITIES HARDWARE CO.	REPAIRS & MAINTENANCE - BLDG	\$1,995.00
Vendor Total:				\$1,995.00
Parks Operations	PARKS	TUNDRA SEALCOATING	IMPROVEMENTS OTHER THAN BLDGS	\$3,475.00
Parks Operations	PARKS	TUNDRA SEALCOATING	IMPROVEMENTS OTHER THAN BLDGS	\$2,150.00
Vendor Total:				\$5,625.00
Fire	FIRE & AMBULA	ASPEN MILLS	CLOTHING & BADGES	\$59.95
Fire	FIRE & AMBULA	ASPEN MILLS	CLOTHING & BADGES	\$59.95
Vendor Total:				\$119.90
Storm	STORM WATER	BARR ENGINEERING CO.	EXPERT & CONSULTANT	\$860.50
Storm	STORM WATER	BARR ENGINEERING CO.	EXPERT & CONSULTANT	\$642.50
Vendor Total:				\$1,503.00
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$326.88
Vendor Total:				\$326.88
Ambulance	FIRE & AMBULA	TRICARE FOR LIFE	REFUNDS-AMBULANCE	\$109.24
Police Building	GENERAL	STO'S SEWER SERVICE, LLC	POLICE DEPT. FLOOR DRAIN	\$135.00
Parks Operations	PARKS	TRISTAN LINDGREN	RENTAL - TAXABLE	\$170.00
Non-Departmental	PARKS	TRISTAN LINDGREN	RENTAL - TAXABLE	\$13.81

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$428.05
LeDuc	LEDUC HISTORI	DAKOTA COUNTY HISTORICAL SO	1ST QTR 2024 50% LEDUC TRUST RE	\$5,112.60
				Vendor Total: \$5,112.60
Police	GENERAL	DAKOTA COUNTY TECH COLLEGE	SGT. NELSON/OFC. YOUNG-PURSUIT	\$600.00
Police	GENERAL	DAKOTA COUNTY TECH COLLEGE	OFC. GORNEY - PURSUIT REFRESHER	\$300.00
Police	GENERAL	DAKOTA COUNTY TECH COLLEGE	OFC. WILLERS - PURSUIT REFRESHE	\$300.00
				Vendor Total: \$1,200.00
PW - Street Lights	GENERAL	DAKOTA ELECTRIC ASSN	1527043 - JUNE ELECTRICITY	\$2,948.55
				Vendor Total: \$2,948.55
Police Building	GENERAL	ELECTRO WATCHMAN, INC	EVIDENCE ROOM	\$272.50
				Vendor Total: \$272.50
PW - Streets	GENERAL	FORCE AMERICA	REPAIRS & MAINTENANCE - EQUIP	\$79.40
				Vendor Total: \$79.40
Parks Operations	PARKS	GERLACH OUTDOOR POWER EQ	REPAIRS & MAINTENANCE - EQUIP	\$262.68
Parks Operations	PARKS	GERLACH OUTDOOR POWER EQ	REPAIRS & MAINTENANCE - EQUIP	\$69.00
				Vendor Total: \$331.68
Parks Operations	PARKS	GERTEN GREENHOUSES INC.	LANDSCAPING MATERIALS	\$887.24
				Vendor Total: \$887.24
VEHICLE AND EQU	VEHICLE AND E	HASTINGS FORD	MOTOR VEHICLES	\$72,974.64
				Vendor Total: \$72,974.64
HEDRA	HEDRA	JOHN HINZMAN	MILEAGE	\$104.25
				Vendor Total: \$104.25
PW - Streets	GENERAL	H & L MESABI	REPAIRS & MAINTENANCE - EQUIP	\$1,615.32
				Vendor Total: \$1,615.32
PW - Streets	GENERAL	I-STATE TRUCK CENTER	REPAIRS & MAINTENANCE - EQUIP	\$103.84
				Vendor Total: \$103.84
Non-Departmental	GENERAL	L.E.L.S.	Remittance	\$916.50
Non-Departmental	GENERAL	L.E.L.S.	Remittance	\$1,833.00
				Vendor Total: \$2,749.50
Non-Departmental	GENERAL	LOCAL UNION 49	Remittance	\$735.00
				Vendor Total: \$735.00
Non-Departmental	GENERAL	LOCAL 320	Remittance	\$383.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$383.00
Water	WATER	MCNAMARA WILLIAM	CLOTHING & BADGES	\$80.77
				Vendor Total: \$80.77
Fire	FIRE & AMBULA	MN FIRE SERVICE CERT.BRD	CONFERENCE & SCHOOLS	\$136.50
Fire	FIRE & AMBULA	MN FIRE SERVICE CERT.BRD	CONFERENCE & SCHOOLS	\$136.50
				Vendor Total: \$273.00
Non-Departmental	GENERAL	MN NCPERS GROUP LIFE C/O ME	Remittance	\$64.00
				Vendor Total: \$64.00
Parks Operations	PARKS	MTI DISTRIBUTING COMPANY	REPAIRS & MAINTENANCE - EQUIP	\$486.83
				Vendor Total: \$486.83
PW - Streets	GENERAL	PAGE, GREG	CONFERENCE & SCHOOLS	\$34.00
				Vendor Total: \$34.00
PW - Streets	GENERAL	PINE BEND PAVING, INC.	CONTRACTORS & CONSTRUCTION	\$21,431.96
				Vendor Total: \$21,431.96
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$710.77
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$222.51
				Vendor Total: \$933.28
Forestry	GENERAL	RIVERTOWN TREE SERVICE LLC	TREE REMOVAL	\$496.80
				Vendor Total: \$496.80
City Hall Building	GENERAL	TERRYS HARDWARE, INC.	BELTS	\$13.98
PW Building	GENERAL	TERRYS HARDWARE, INC.	COMPRESSION FITTINGS	\$5.46
Parks Operations	PARKS	TERRYS HARDWARE, INC.	SMALL TOOLS & EQUIPMENT	\$137.93
				Vendor Total: \$157.37
Non-Departmental	GENERAL	UNITED WAY OF HASTINGS	Remittance	\$245.00
				Vendor Total: \$245.00
Finance & Accountin	GENERAL	WASHINGTON COUNTY ASSESSO	EXPERT & CONSULTANT	\$171.44
				Vendor Total: \$171.44
Non-Departmental	WATER	RIES RICHARD	CUSTOMER OVERPAYMENT	\$112.14
Non-Departmental	WATER	HANSON JAMES	CUSTOMER OVERPAYMENT	\$15.98
Non-Departmental	WATER	KEIL JILLEEN	CUSTOMER OVERPAYMENT	\$18.80
Non-Departmental	WATER	KELLY ALLYSON	CUSTOMER OVERPAYMENT	\$95.18
Non-Departmental	WATER	CARLSON BERNICE	CUSTOMER OVERPAYMENT	\$18.08

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Non-Departmental	WATER	SEBION CHAD	CUSTOMER OVERPAYMENT	\$18.09
Non-Departmental	WATER	WHITE BERNARD	CUSTOMER OVERPAYMENT	\$165.26
Non-Departmental	WATER	NIEDERKORN ASHLEY	CUSTOMER OVERPAYMENT	\$123.23
Non-Departmental	WATER	RETKA GARRETT/SA	CUSTOMER OVERPAYMENT	\$306.51
Non-Departmental	WATER	HOFF LARRY	CUSTOMER OVERPAYMENT	\$275.04

Vendor Total: \$1,148.31

GRAND TOTAL: \$417,075.82

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Jessica Urbach, Parks and Recreation Office Assistant
Date: July 1, 2024
Item: Accept Donation to the Parks and Recreation Department

Council Action Requested: Council is asked to accept a donation in the amount of \$1,000.00, made to the Parks and Recreation Department and has designated that this donation be used for Recreation Programming.

Background Information: Country Financial has made this donation to be used for a Recreation Programming

Financial Impact:
Increase the Parks and Recreation donation account by \$1,000.00

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, Country Financial has presented to the City Parks & Recreation Department a donation of \$1,000.00 and has designated that this donation be used for Recreation Programming; and

WHEREAS, the City Council is appreciative of the donation and commends Country Financial 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 Recreation Programming; and

Adopted this 1st day of July, 2024.

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: July 1st, 2024

Item: Sale of Surplus Property

Council Action Requested:

Declare twelve found bicycles as surplus property and authorize for public sale.

Background Information:

The City of Hastings Police Department currently has twelve bicycles in evidence listed as found property. The police department has been unable to determine ownership and are prepared to have them sold, with the proceeds to be applied to the Department's forfeiture account in accordance with Minnesota law. Upon declaration of the bicycles as excess/surplus property, the bicycles will be made available for public sale via a commercially available online auction service or destroyed.

Financial Impact:

Positive financial impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

None



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Emily King, Deputy City Clerk
Date: July 1, 2024
Item: Consider New Liquor License Request for Hastings Hawks Amateur Baseball, Inc. dba Hastings Hawks Amateur Baseball

Council Action Requested:

Approve the attached resolution approving the application from Hastings Hawks Amateur Baseball, Inc. dba Hastings Hawks Amateur Baseball for a 3.2% On-Sale Malt Liquor License for beverage sales at Veteran's Park Athletic Complex.

Background Information:

Bruce Karnick, Hastings Hawks Amateur Baseball, Inc. dba Hastings Hawks Amateur Baseball, submitted a 3.2% On-Sale Malt Liquor License application to be able to sell beverages at Veteran's Park at summer collegiate league baseball games, town ball games, and any other events at the ballpark. In 2022, Minnesota State Law changed to allow amateur baseball teams competing in a league established by the Minnesota Baseball Association to obtain a 3.2% on-sale malt liquor license and a on-sale wine license.

The Veteran's Park Athletic Complex property is owned by The State of Minnesota and leased by the City of Hastings. The current agreement allows the consumption of 3.2% malt liquor on the premises. The City is engaging with the State to amend the agreement to permit alcohol sales allowable by State Law.

Upon amending the agreement with the State, the City will consider the addition of an on-sale wine license as an amendment to the current approval.

Financial Impact:

Increase in liquor license fees.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**RESOLUTION APPROVING A NEW 3.2% ON-SALE MALT LIQUOR LICENSE TO HASTINGS
HAWKS AMATEUR BASEBALL, INC. DBA HASTINGS HAWKS AMATEUR BASEBALL**

WHEREAS, Bruce Karnick, Hastings Hawks Amateur Baseball, Inc. dba Hastings Hawks Amateur Baseball, has applied for a new 3.2% On-Sale liquor license and successfully passed the background check conducted by the Hastings Police Department; and

WHEREAS, all necessary paperwork and documents have been completed and submitted, and the associated fees have been paid; and

WHEREAS, the City of Hastings will consider the amended liquor license request to add an on-sale wine license upon the amendment of the lease agreement with the State of Minnesota for the Veteran's Park Athletic Complex property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the 3.2% On-Sale Liquor License for Hastings Hawks Amateur Baseball, Inc. dba Hastings Hawks Amateur Baseball is approved.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, MINNESOTA THIS
1ST DAY OF JULY 2024.**

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempki – Public Works Director/City Engineer
Date: July 1, 2024
Item: Accept Proposal and Authorize Work – 2025 Neighborhood Infrastructure Improvements Geotechnical Investigation

Council Action Requested:

The Council is requested to authorize the Engineering Department to enter a contract with Braun Intertec for the purpose of investigating subsurface conditions for the proposed 2025 Neighborhood Infrastructure Improvements Project.

Background Information:

On May 6, 2024, the City Council authorized the Engineering Department to begin collecting field data as part of the feasibility analysis for the 2025 Neighborhood Infrastructure Improvements Project. Geotechnical investigation is a key component of this data collection process as it enables staff to make informed decisions on the existing conditions of these roadways and the corrections necessary to improve them.

Three proposals were solicited from qualified vendors to provide geotechnical investigation services as well as an accompanying report of recommendations. A summary of the three proposals provided are as follows:

- **Braun Intertec – \$22,014**
- American Engineering Testing (AET) – \$32,087
- WSB – \$46,630

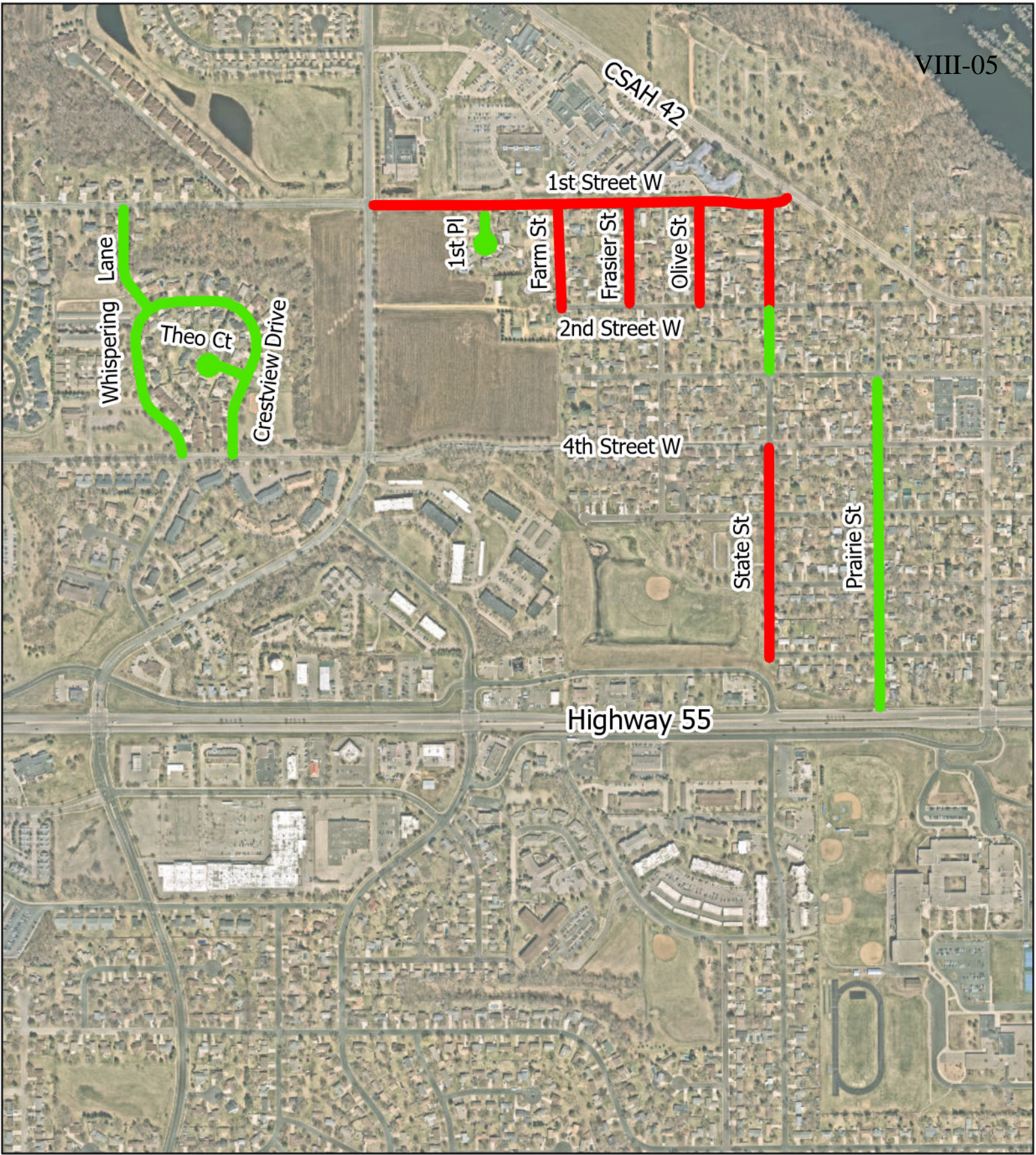
After detailed review of these proposals for completeness, Braun Intertec provided the best value to perform all services requested. Braun Intertec has completed several geotechnical investigations for City infrastructure projects in the past and is well qualified to complete this work.

Financial Impact:

The estimated cost of these services at \$22,014 falls within the anticipated administrative costs for the 2025 Neighborhood Infrastructure Improvements Project. This project, if authorized for bidding/construction following preparation of the Feasibility Report, will ultimately be paid for utilizing bonded debt, enterprise funds, and private assessments.

Attachments:

- Proposed 2025 Neighborhood Infrastructure Improvements Project Map
- Braun Intertec Proposal - Geotechnical Investigation of 2025 Neighborhood Infrastructure Improvements Project



2025 Neighborhood Infrastructure Improvements Project Area Map



 **Reconstruct**  **Reclaim**

AGREEMENT FOR SERVICES
Pavement and Geotechnical Evaluation
2025 Infrastructure Improvement Projects

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2024 by and between the City of Hastings, 101 4th Street, Hastings, Minnesota 55033, ("City") and Braun Intertec Corporation, 1826 Buerkle Road, St. Paul, MN 55100 ("Contractor," hereinafter defined as Consultant providing professional services).

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

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

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

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:

- i. A proposal dated May 29, 2024, incorporated herein as Exhibit A;

(Hereinafter "Exhibit.") Where terms and conditions of this Agreement and those terms and conditions included in the Exhibit specifically conflict, the terms of this Agreement shall apply.

- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibit, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all its persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibit.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis, unless otherwise stated in the Exhibit. Bills submitted shall be paid in the same manner as other claims made to City.
 - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
3. TERM. The term of this Agreement is identified in the Exhibit. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. BONDS. If the Services provided by Contractor as set forth in the Exhibit and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement.
5. TERMINATION AND REMEDIES.
- a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have thirty (30) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
 - ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibit. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject non-conforming material and workmanship or require its correction.
9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
10. CITY'S REPRESENTATIVE. The City has designated Cody Mathisen to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
11. PROJECT MANAGER AND STAFFING. The Contractor has designated Amy Grothaus to be the primary contact for the City in the performance of the Services. The primary contact shall be assisted by other staff members as necessary to facilitate the completion of

the Services in accordance with the terms established herein. Contractor may not remove or replace the designated staff without the approval of the City.

12. INDEMNIFICATION.

- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
- b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

13. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- d. Professional Liability Insurance, with a \$1,500,000 limit per claim and in the aggregate.

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

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date. Contractor warrants that all work and that all materials will meet the Standard of Care. ALL WARRANTIES OF ANY NATURE MADE BY CONTRACTOR ARE SET FORTH IN THIS ARTICLE, AND CONTRACTOR DISCLAIMS ALL STATUTORY, ORAL, EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

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

If to City: City of Hastings
101 4th Street
Hastings, MN 55033
Attention: Cody Mathisen
Or e-mailed: cmathisen@hastingsmn.gov

If to Contractor: Braun Intertec
1826 Buerkle Road
St. Paul, MN 55100
Attention: Amy Grothaus

Or emailed: agrothaus@braunintertec.com

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City's request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a "responsible contractor" and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.
- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable

provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

18. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- i. Waiver of Consequential Damages. Neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, consequential, or liquidated damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

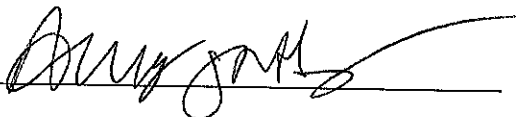
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CITY OF HASTINGS

By: _____
Mary Fasbender
Mayor

By: _____
Kelly Murtaugh
City Clerk

BRAUN INTERTEC

By: 

Its: Senior Engineer

May 29, 2024

Proposal QTB197191

Cody Mathisen, P.E.
City of Hastings
1225 Progress Drive
Hastings, MN 55033

Re: Proposal for a Pavement and Geotechnical Evaluation
City of Hastings 2025 Infrastructure Improvement Projects
Various City Streets
Hastings, MN

Dear Mr. Mathisen:

Braun Intertec Corporation appreciates the opportunity to provide this proposal to complete a pavement and geotechnical evaluation for the City of Hastings 2025 Infrastructure Improvement Projects located in Hastings, Minnesota.

Project Information

Per the RFP provided by you and dated May 16, 2024, we understand the proposed project will include improvements to several city streets. The streets are planned for either full reconstruction that will include underground public utility repair of water main and sanitary sewer or full-depth reclamation (FDR).

As part of our work, it is requested that Ground Penetrating Radar (GPR) testing, pavement coring and hand auger borings, and Falling Weight Deflectometer (FWD) testing be performed on streets planned for FDR, which total about 1 mile in length. Soil borings are requested for streets planned for full reconstruction and the repair of utilities. Additionally, soil borings are requested for a potential stormwater quality project.

Purpose

The purpose of GPR, pavement coring, hand auger borings, and FWD testing will be to provide existing in-place structural information for streets planned for FDR. The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the streets.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Ground Penetrating Radar (GPR) Testing

As requested, we will perform GPR testing on City streets planned for FDR which includes Whispering Lane, Crestview Drive, Theo Court, 1st Place, Prairie Street, and State Street (from 2nd Street to 3rd Street). GPR data provides a continuous estimate of pavement layer thicknesses and will be performed in both travel direction. GPR measurements will be tied to GPS coordinates for mapping and reference purposes.

An air-coupled GPR unit can be expected to penetrate approximately 2 feet under ideal conditions, and is capable of detecting differentiation between bituminous pavement layers and underlying aggregate base layers, if present.

Data obtained from the GPR testing will be used in the analysis of FWD data and will also be used to assist with the planned FDR repair recommendations.

Pavement Coring and Hand Auger Borings

At locations selected by Braun Intertec using the GPR data, we will perform a total of 18 pavement cores and hand auger borings on streets planned for FDR. Pavement cores and hand auger borings will be used to confirm and calibrate the GPR data and to help characterize the in-place pavement layer thicknesses.

The cores will be submitted to our lab for total thickness measurements and will be examined for any material deficiencies. The cores will be retained for any additional laboratory testing that may be useful.

Falling Weight Deflectometer (FWD) Testing and Analysis

On streets planned for FDR, we will perform non-destructive Falling Weight Deflectometer (FWD) testing with a Dynatest 8002E model FWD. The FWD is a non-destructive testing device specifically designed for evaluating pavements and operates by measuring pavement surface deflections from an applied wheel-simulating impulse load. Four impulse loads (two at 6,000 lbs and two at 9,000 lbs) will be applied at each test point using a testing rate of approximately one test every 200 feet. Testing will be performed in a both directions of travel.

Deflection data will be utilized to estimate effective R-values, pavement structural capacity, effective GE, and required 9-ton and 10-ton overlay thicknesses. Furthermore, the FWD data will assist in the discussion of the planned repair, as well as assisting in identifying areas where possible soil corrections may be warranted.

Site Access

Based on the map and site photographs provided, it appears that the site is accessible to a truck drill rig. However, one of the borings may require an off-road drill rig. This can be better determined during our site review. Should an off-road be warranted, additional fees may be incurred.

We assume there will be no cause for delays in accessing the boring locations. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

Staking

As the requested locations, we will stake prospective subsurface exploration locations so that GPS coordinates and elevations can be obtained.

Utility Clearance

Prior to drilling, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill a total of 24 standard penetration test borings for the project. Six borings will be performed to a depth of 12 feet each, 15 borings will be performed to a depth of 14 feet each, and three borings will be performed to a depth of 20 feet. Borings will be performed at the approximate locations noted in the RFP. For each of the borings, we will perform standard penetration tests at 2 1/2-foot vertical intervals to the depth of termination.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 60 linear feet with grout.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Upon backfilling boring locations, we will fill holes in pavements with a temporary patch. Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 20 moisture content tests, 4 sieve-hydrometers, 4 mechanical analyses (through a #200 sieve only) and 6 organic content tests. We will adjust the actual number and type of tests based on the results of our borings.

Traffic Control

Pavement coring, FWD testing and penetration test borings require our crews to perform work within the street. Based on the map provided, the streets appear to be low-volume residential streets. To protect our crews and alert motorists of our work within the street, we will use traffic control signs and flags. The cost for traffic control has been incorporated into our cost estimate. If additional traffic control is needed, such as flaggers, we will hire a subconsultant to perform that work and will submit a Change Order for those fees.

Engineering Analyses

We will use data obtained from our testing and drilling to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the project area and exploration locations
- Results of GPR testing, including graphical data
- Results of pavement coring and hand auger borings, as well as photographs of the pavement cores
- Results of FWD analysis, including our recommendations for design R-values
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests
- A summary of the subsurface profile and groundwater conditions
- Estimated infiltrations rates for storm water ponds/features

- Recommendations for design and construction of the streets, including recommendations related to the planned repairs. We understand 1st Street is to be designed to a 10-ton roadway and that all other streets require a 7-ton design.

We will submit an electronic copy of our report.

Schedule

We anticipate performing our work according to the following schedule.

- GPR Testing – within about two weeks of written authorization.
- Pavement coring and hand auger borings – within about one week of analyzing the GPR data.
- FWD testing – FWD testing will be completed after analysis of the GPR data and the pavement coring and hand auger borings.
- Drill rig mobilization – we anticipate drilling can be performed within about 6 weeks of project authorization and that the work will take about 3 to 4 days to complete. We will do our best, however, to move this up in the schedule as other projects progress and fluctuate.
- Classification and laboratory testing – within 1 week after completion of field exploration.
- Final report submittal – we understand the final report is requested by August 30, 2024.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for an estimated fee of \$22,014. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Amy Grothaus at 651.261.7122 or (agrothaus@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Amy J. Grothaus, PE
Senior Manager, Senior Engineer



Matthew Ruble, PE
Vice President, Principal Engineer

Attachments:

Tabular Cost Estimate
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

VIII-05

QTB197191

City of Hastings 2025 Infrastructure Improvement Projects

Client: City of Hastings Cody Mathisen 101 4th St E Hastings, MN 55033 (651) 480-2350	Work Site Address: Various City Streets Hastings, MN	Service Description: Geotechnical and Pavement Evaluation
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	Description	Quantity	Units	Unit Price	Extension
Phase 1	Pavement Evaluation				
Activity 1.1	GPR Testing, Pavement Coring and Hand Auger Borings				\$2,899.50
259	Ground penetrating radar, per hour	2.00	Hour	200.00	\$400.00
8640	GPR Mobilization	50.00	Each	3.75	\$187.50
252	Bituminous Coring and Hand Auger Borings	10.00	Hour	200.00	\$2,000.00
1555	Bit wear and patch material, per core	18.00	Each	15.00	\$270.00
1861	CMT Trip Charge	1.00	Each	42.00	\$42.00
Activity 1.2	FWD Testing				\$587.50
8620	Falling Weight Deflectometer (FWD) Testing	2.00	Each	200.00	\$400.00
1087	FWD Mobilization	50.00	Each	3.75	\$187.50
Phase 1 Total:					\$3,487.00

Phase 2	Geotechnical Evaluation				
Activity 2.1	Site Layout - Staking - Utility Clearance - CADD				\$1,990.00
205	Site layout and utility clearance	8.00	Hour	110.00	\$880.00
288	Project Assistant	2.00	Hour	94.00	\$188.00
371	CADD/Graphics Operator	2.00	Hour	136.00	\$272.00
1862	UTIL Trip Charge	1.00	Each	42.00	\$42.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	8.00	Each	76.00	\$608.00
Activity 2.2	Drilling Services				\$10,580.00
9000	Truck Mounted Drilling Services, per hour	26.00	Each	400.00	\$10,400.00
9730	Grout with bentonite, materials per foot	60.00	Each	3.00	\$180.00
Activity 2.3	Laboratory Testing				\$1,940.00
1152	Moisture content, per sample	20.00	Each	14.00	\$280.00
1166	Loss by Washing Through #200 Sieve, per sample	4.00	Each	86.00	\$344.00
1174	Organic Content, per sample	6.00	Each	86.00	\$516.00
1172	Hydrometer - Sieve Analysis, per sample	4.00	Each	200.00	\$800.00
Phase 2 Total:					\$14,510.00

Phase 3	Analysis and Engineering				
Activity 3.1	Consulting Labor				\$4,017.00
138	Project Assistant	4.00	Hour	94.00	\$376.00
126	Project Engineer	14.00	Hour	180.00	\$2,520.00
128	Senior Engineer	4.00	Hour	210.00	\$840.00
125	Project Manager	1.00	Hour	145.00	\$145.00
371	CADD/Graphics Operator	1.00	Hour	136.00	\$136.00
Phase 3 Total:					\$4,017.00

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: July 1, 2024
Item: 2nd Reading and Adoption - City Ordinance 94 – Amendment

Council Action Requested: Conduct 2nd reading for amending City Ordinance 94 and adopt amended ordinance.

Background Information: A repeal and replace of Ordinance 94 occurred on May 6, 2024, however we discovered the need to clarify a couple of terms and restrictions related to the Mississippi River Public Boat Dock. Staff have been working with our attorney and police department staff to ensure we get the language as accurate and defensible as possible.

The first Reading was conducted June 17, 2024. Action tonight is to conduct the 2nd reading and adopt the amended ordinance.

A summary of the ordinance amendment will be published after adoption.

Financial Impact: N/A

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Proposed City Ordinance 94 Amendment

ORDINANCE NO.**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING HASTINGS CITY CODE CHAPTER 94, SECTIONS 94.01 AND 94.11 REGARDING SPECIAL REGULATIONS FOR MISSISSIPPI RIVER BOAT LAUNCH AND DOCK MOORING HOURS**

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 94, Section .01 shall be amended as follows:

94.01 Definition

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

DAYLIGHT. Daylight means the hours between 30 minutes prior to sunrise and 30 minutes after sunset.

OVERNIGHT. Overnight means the hours between 30 minutes after sunset and 30 minutes prior to sunrise.

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

SECTION 2. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 94, Section 11 shall be amended as follows:

94.11 Special Regulations for Mississippi River Boat Launch and Dock

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

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

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

The text amendment adopted by the Hastings City Council on _____
_____, 2024 modifies the City Ordinance to clarify that boats can only be moored at the
Mississippi River Boat Launch during daylight hours.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and
after its passage and publication according to law.

Passed this _____ day of _____, 2024.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk
Published in the _____ on [Date].



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Kelly Murtaugh
Date: July 1, 2024
Item: May 6, 2024 Council Meeting Minutes

Council Action Requested:

Reapprove Council meeting minutes from Monday, May 6, 2024.

Background Information:

At the May 20, 2024 meeting, Council approved the minutes from May 6, 2024. One item on the Consent Agenda was acted upon but not reflected in the minutes when approved. That item has been correctly reinstated in the minutes.

Financial Impact:

NA

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

May 6, 2024 Council Meeting Minutes

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 this topic 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. Authorize Project Work: 2025 Neighborhood Infrastructure Improvements
 16. Approve Revision to Joint Powers Agreement with Dakota County: Opioid Settlement Funds
 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 Councilmembers
From: Emily King, Deputy City Clerk
Date: July 1, 2024
Item: Consider Amended Application for Sidewalk Café with Liquor License Amendment for 2nd Street Depot Bar and Grill

Council Action Requested:

Hold a public hearing and consider the amended Sidewalk Café with Liquor License Amendment application for 2nd Street Depot Bar and Grill.

Background Information:

2nd Street Depot Bar and Grill has submitted the required amended application and documents for the Sidewalk Café license with a liquor license amendment. The applicant wishes to construct the sidewalk café with different materials that were not part of the original request. The new construction also provided changes to the layout. The request meeting ADA compliance requirements. License will be issued upon passing inspection following installation of the sidewalk café.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

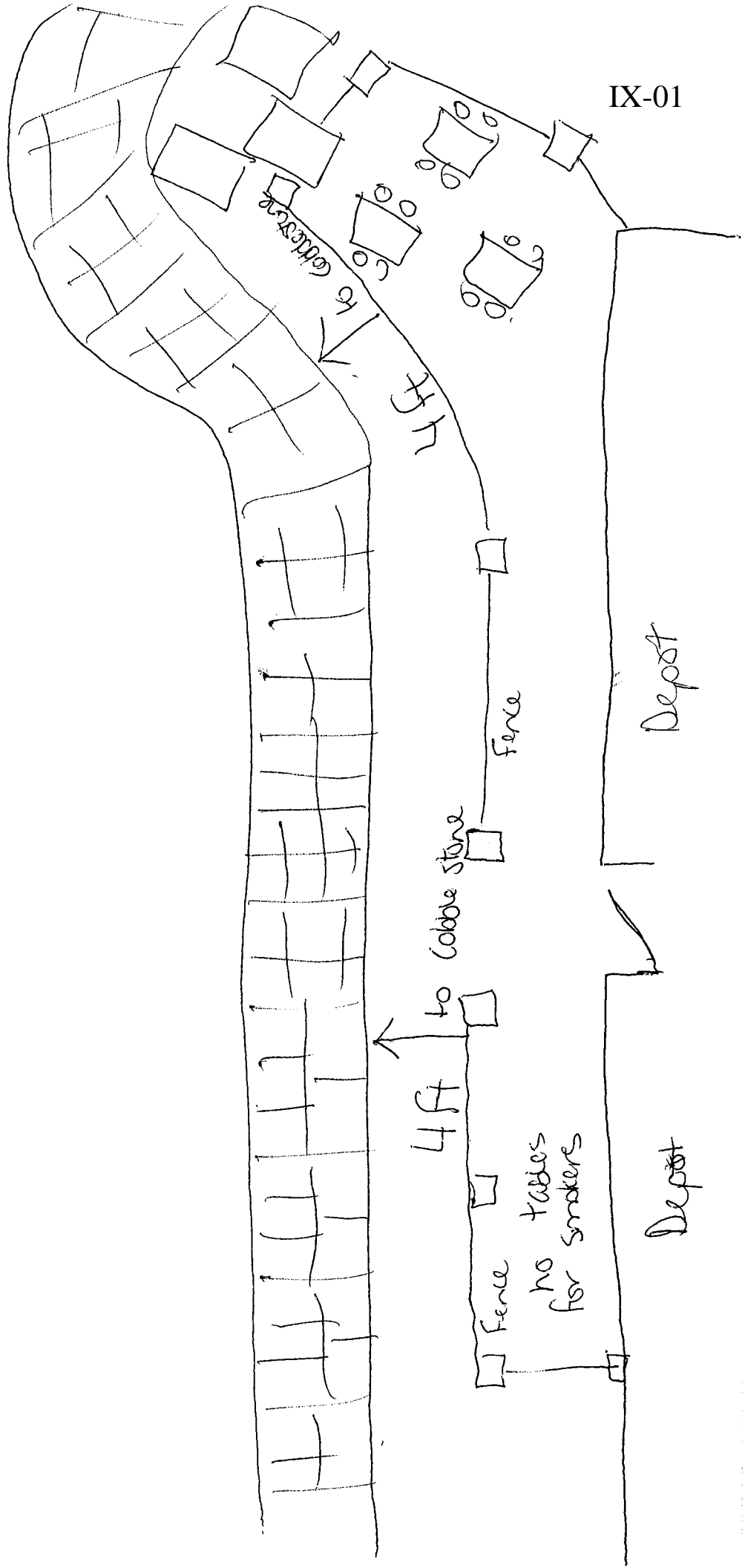
Attachments:

N/A

* For Outdoor Sidewalk Cafe

N ↑

2nd St.





City Council Memorandum

To: Mayor Fasbender and City Council
From: Alex Menke, Economic Development Coordinator
Date: July 1, 2024
Item: Authorize Signature: Professional Services Agreement – HKGi – Highway 55 Small Area Plan

Council Action Requested:

Authorize signature of a professional services agreement, subject to review and minor changes by the City Attorney, between the City of Hastings and HKGi to perform a market and infrastructure analysis and generate a concept area design for land surrounding Highway 55 and Jacob Avenue. A simple majority is necessary for action.

Need for Planning Services

Staff has been approached by landowners, with holdings just beyond the existing city limits, expressing interest in possibly developing and being annexed into the City. Discussions with landowners resulted in a desire for the City to provide a plan for the type of developments being sought out for the western edge of the City. Staff wishes to engage in professional planning services for this area so that a thoughtful, fiscally responsible, concept plan can be created. This plan will be used internally as a reference document when landowners come to the City with the intention to develop their properties. The City is not seeking to compel annexation of properties outside of the City Limits, but to develop a plan if property owners approach the city for annexation.

Request for Proposal

The City issued a Request for Proposals (RFP) to provide services. Six firms responded to the RFP with three firms interviewed by the City. HKGi was chosen based on their comprehensive experience in preparing concept area plans with market analysis in similar cities.

Budget

The Agreement caps expenses at \$50,000 which is the allocated budget for the project.

Scope of Services

The Scope of Services will be outlined and negotiated on in the coming Professional Services Agreement, that will be subject to review and alteration by the City Attorney.



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempski – Public Works Director/City Engineer
Date: July 1, 2024
Item: Contract Award for 2024 Sanitary Sewer Rehabilitation Project

COUNCIL ACTION REQUESTED

Council is requested to adopt the attached resolution to award a contract for the 2024 Sanitary Sewer Rehabilitations Project.

BACKGROUND INFORMATION

The City received two bids for this project on June 21st, 2024. A summary of the bids is listed below.

<u>Bidder</u>	<u>Total Bid</u>
Musson Brothers Inc. – Waukesha, WI	\$238,675.00
Visu-Sewer, Inc. – Pewaukee, WI	\$244,957.00

This project will include the trenchless sewer lining of sanitary mains and private lateral service lines primarily along Louis Lane from Southview Drive to 21st Street. Also included in the project scope is the lining of sanitary sewer manholes along 1st Street East that take on water during certain flooding events.

The City has worked with Musson Brothers Inc. on sanitary sewer lining projects as recently as 2023 and has been satisfied with their work to date. Staff also confirmed that Musson Brothers Inc. bid bond is valid.

FINANCIAL IMPACT

The 2024 Sanitary Sewer Rehabilitation Project has a total budget of \$200,000 from the Sanitary Sewer Enterprise Fund, as well as \$95,000 from a combination of grants provided from the Metropolitan Council Environmental Services (MCES). The MCES grants acquired will be used for reimbursement of project work that qualifies to reduce Inflow and Infiltration (I&I) from both public and private sanitary sewer sources.

The remaining budget available for the project, approximately \$56,325, will be used towards the cleaning of trunk sanitary sewer lines that was identified in the original project budget request.

STAFF RECOMMENDATION

Staff is recommending that the City Council move forward in adopting the attached resolution awarding the contract to Musson Brothers Inc., in the amount of \$238,675.00.

ATTACHMENTS

Resolution Receiving Bids and Awarding Contract
 Project Map

CITY OF HASTINGS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR PROJECT 2024-2
2024 SANITARY SEWER REHABILITATION PROJECT**

WHEREAS, pursuant to an advertisement for bids for Project 2024-2, the 2024 Sanitary Sewer Rehabilitation Project, and bids were opened on June 21, 2024 and tabulated according to law, and the following bids were received:

<u>Bidder</u>	<u>Total Bid</u>
Musson Brothers Inc. – Waukesha, WI	\$238,675.00
Visu-Sewer, Inc. – Pewaukee, WI	\$244,957.00

and

WHEREAS, it appears that Musson Brothers Inc. is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract Musson Brothers Inc.
2. The total amount of the contract is hereby declared to be \$238,675.00.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 1st DAY OF JULY, 2024.

Ayes:

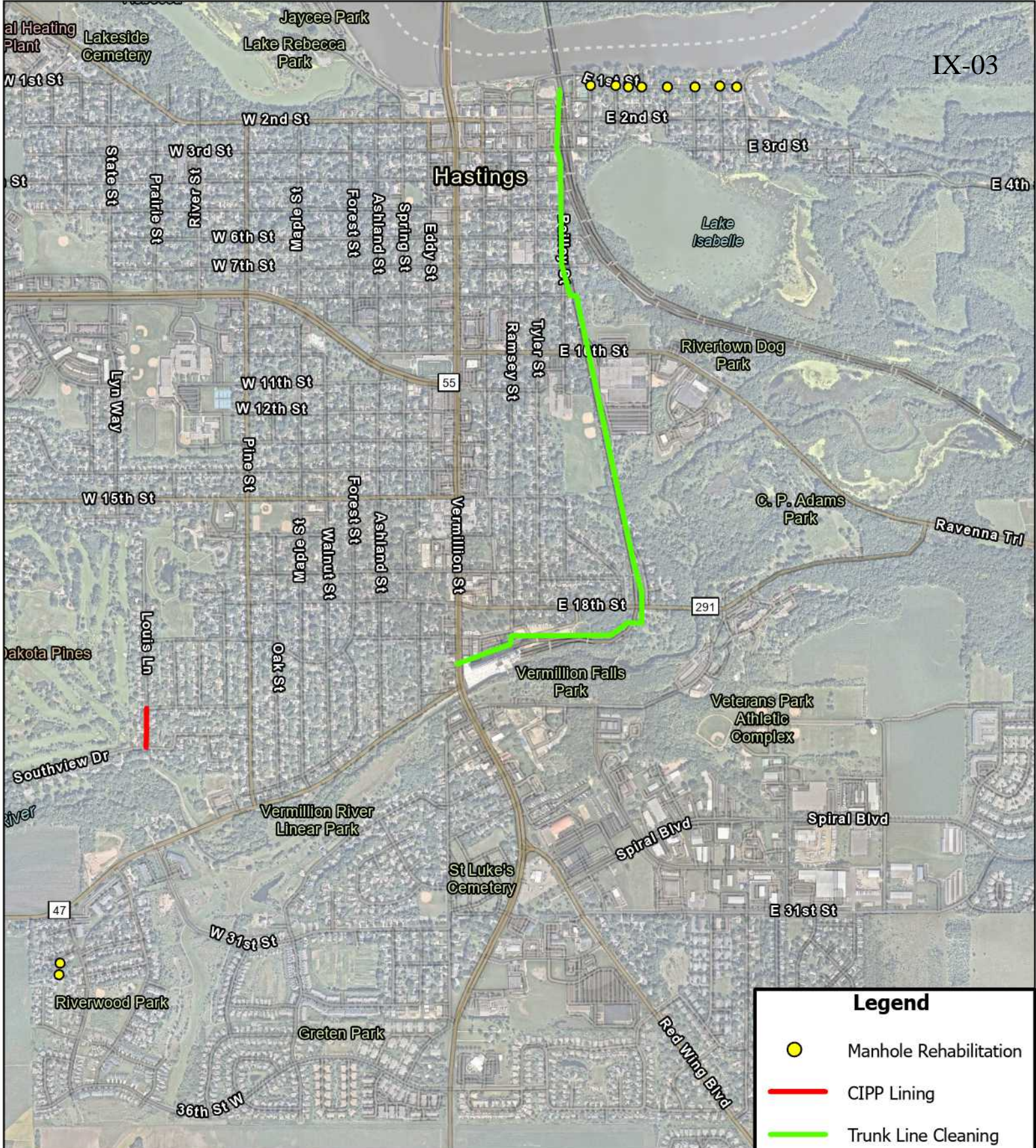
Nays:

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor

SEAL



Legend

- Manhole Rehabilitation
- CIPP Lining
- Trunk Line Cleaning



Project Area Map
City of Hastings 2024 Sanitary Sewer Rehabilitations

City of Hastings Public Works Department



*City Council Memorandum*

To: Mayor Fasbender & City Council members
From: Chris Eitemiller, Finance Manager
Date: July 1, 2024
Item: 2024-26 Audit Contract

Council Action Requested:

Approve acceptance of a new audit contract for years 2024-26.

Background Information:

The 2023 audit was the final year in the current contract with our audit firm, Bergan KDV. Bergan KDV has provided the City with a quote for another three-year contract.

Staff wishes to accept this offer and procure their services for the next three years. They have worked with the City for several years, and their familiarity with City staff and operations will be an asset as the 2024 audit will be the first conducted from the new finance system, which was implemented in May 2024.

As a point of comparison, for year ending 12/31/2023, our contract was for \$43,400.

Financial Impact:

Per the attached quote, annual audit fees would be:

- Year ending 12/31/2024: \$46,750
- Year ending 12/31/2025: \$49,500
- Year ending 12/31/2026: \$52,500

Committee Discussion:

Not Applicable

Attachments:

- 2024-26 audit fees quote from Bergan KDV

June 12, 2024

Honorable Mayor and Members of the City Council and
Mr. Dan Wietecha , City Administrator
c/o Mr. Chris Eitemiller, Finance Manager
City of Hastings
101 4th Street East
Hastings, MN 55033

Honorable Mayor, Members of the City Council, Mr. Wietecha and Mr. Eitemiller:

Thank you for the opportunity to quote an extension of audit services for the City. We propose the following the fee structure, which includes our firm preparing the Annual Comprehensive Financial Report:

Year Ending December 31, 2024	\$46,750
Year Ending December 31, 2025	\$49,500
Year Ending December 31, 2026	\$52,500

If during any of these years the City expends more than \$1 million in federal grant funds, a Single Audit in accordance with the provisions of the Uniform Guidance would be required. A separate fee of \$5,000 to \$6,000 would apply to this separate compliance audit for the first major program audited. If additional programs require an audit, we would negotiate a separate fee based on the magnitude of the activity involved.

Thank you again for the opportunity to continue to serve the City of Hastings. If this quote meets your needs, please sign below and we will provide an engagement letter to you.

Sincerely,



Ryan Engelstad, CPA

The City of Hastings accepts the quotes above for audit services.

Signature

Signature

Title

Title



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: July 1, 2024
Item: PFAS Update

Council Action Requested:

Informational memo, no action requested at this time.

Background Information

Hastings has PFAS contamination in all six of our municipal wells (specifically PFOA in all six wells and PFOS in two wells). We've also now found PFOA levels at 16 ppt, which is over the EPA's limit, in the future Well No. 9 site. The City has completed a Feasibility Study to consider alternatives to mitigate the PFAS. The study recommended construction of three decentralized water treatment plants for PFAS and Nitrate removal.

The Feasibility Study is a planning document, geared toward functionality and cost effectiveness, not final sites. Public Works has begun identifying several potential sites for WTPs 2 and 3. There is a strong preference to avoid residential neighborhoods. They need to be vetted against engineering criteria such as proximity to water and sewer infrastructure, proximity to wells, adequately sized water mains, road access, and location within pressure zones. Then they can be modeled for feasibility and reviewed for cost estimates based on land acquisition and length of watermains and sewer mains that would be needed. These options will be presented to the City Council in August.

The general plan is to build one WTP per year for three years. Design work has started for WTP 1 which is located in the Industrial Park, a commercial site. This WTP would serve the wells with the highest levels of PFAS and Nitrates. Several years ago, the City already installed watermain for a future WTP due to the Nitrate treatment being anticipated. This WTP will likely be put out for bids in early 2025.

The construction cost estimate is \$68.9M. Without financial assistance, water rates would need to double in two years and triple in four years. The City has been exploring and pursuing multiple opportunities to offset this "budget buster" expense.

Key Updates

State Capital Budget: The City has submitted PFAS Treatment & Raw Water Lines for consideration in the State's 2024 Capital Budget due to the budget-busting expense, the fact that the treatment is to remove contamination/pollution caused by others, and the suddenness of new regulations preventing financial planning. Sen. Seeberger and Rep. Hudella have indicated support and introduced SF 3161 and HF 3115.

The legislative session ended May 20 without passage of a bonding bill. We will need to weigh options either to proceed at ratepayers' expense without state assistance or to delay the project in hopes of other funds coming through. In either case, we will continue to seek assistance (several examples are listed below) as well as renew our State Capital Budget Request for next session.

We are meeting with our lobbyist July 2 to discuss federal support, maintaining relationships, and potential state funding in the 2025 legislative session.

Congressionally Directed Spending / Community Project Funding: On April 26 and 29, we submitted requests of Senator Klobuchar, Senator Smith, and Representative Craig for \$10.3M (50%) of the first phase of the project. This amount is higher than typically funded.

All three have advanced our request to their respective Appropriations Committees. Senator Smith's office said that approval would not occur until November at the earliest and potentially into 2025. Representative Craig indicated that, if approved, it would very likely be at a lesser amount.

PPL/IUP: In 2023, the City submitted the project for the State's Drinking Water Revolving Fund Project Priority List (PPL). On May 1, 2024, we re-submitted to correct errors and to recognize new EPA regulations of MCLs for PFAS, which will result in our ranking at or near the top of the list. Additionally, we submitted the first two phases of the project for the Intended Use Plan (IUP) in early June. Although the Drinking Water Revolving Fund is not our preferred funding source, it has the possibility of a \$3M Emerging Contaminants Grant for each phase.

Water Rates: With budget planning for 2025 (including workshops on June 3 and June 17), we will need to discuss potential water rate increases, phasing, and timing. At present, we are looking at a rate increase around 35% to 40%. This would be the first of several increases coinciding with construction of each of the three WTPs.

The City Council agreed that delaying the start of WTP 1 from bidding in September 2024 to February 2025 was best. This allows for possible decisions on recent funding applications, potential increases to water rates continue as part of the overall budget discussion for January implementation, and offers more time for communication and transparency with residents.

3M Settlement: The 2018 Settlement Agreement provides grant money for drinking water projects “in the East Metropolitan Area.” It is not limited to any specifically named cities or townships and does not require a direct connection to one of the 3M disposal sites. Similarly, Minnesota’s Conceptual Drinking Water Supply Plan does not require a direct connection to one of the disposal sites. However, the State’s Co-Trustees (MPCA and DNR) have stated that a direct connection should be required and has excluded Hastings from funding under the Settlement Agreement.

Although we disagree with the Co-Trustees’ interpretation, we value our relationship with them and have endeavored to not have this disagreement come between our mutual efforts. The MPCA has been helpful in conducting Phase I and II environmental site assessments, requesting 3M to conduct additional investigation of its disposal site and hydraulic modeling in the Hastings area, and has awarded a planning and design grant for Hastings to begin design engineering for the treatment plants.

Additionally, the 2007 Consent Order does require a direct connection to one of the East Metro disposal sites. This is extra important since the Co-Trustees have recently said that the Settlement Funds will run out as they cover currently proposed East Metro projects.

We believe the environmental studies have resulted in several lines of evidence of a connection of Well #5 to the 3M Cottage Grove site, specifically: updated Minnesota Geological Survey mapping of a fault in the bedrock, presence of HQ115/TFSI in Well #5, and additional water composition and PFOA chemical analyses. Although these studies are ongoing, we are contacting the Co-Trustees about potential inclusion of this well in the 3M Settlement. In the meantime, the environmental investigation will continue.

Financial Impact:

Not applicable

Committee Discussion:

Not applicable

Attachments:

Not applicable