

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, August 19, 2024

7:00 p.m.

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

V. APPROVAL OF MINUTES

Approve Minutes of the City Council special meeting on July 22, 2024 and regular meeting on August 5, 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. 2nd Reading: Ordinance Amendment: City Code Chapter 34.03 – Fee Schedule – Police Department
3. Approve ATV Application for Michael A. Haagen
4. Approve Special Event Designation: Relay for Life
5. Approve Amendment to Special Event Designation: Rivertown Live
6. Resolution: Approve Temporary One-Day Gambling Permit for Patriot Assistance Dogs
7. Approve Pay Estimate #2 for the 2024 Neighborhood Infrastructure Improvements to A-1 Excavating LLC (\$534,471.19)
8. Resolution: Accept Donations for the 2024 National Night Out Lions Park Neighborhood Celebration
9. Resolution: Approve Fund Closures
10. Approve Revised Purchasing Policy
11. Resolution: Approve Budget Amendment - City Hall Dome & HVAC Project Budget
12. Authorize Signature: Agreement for SAC\WAC Deferral – 214 2nd Street East
13. Approve Community Investment Fund Projects
14. Approve Contract Addendum: BS&A Payment Module

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\Resolution: Special Use Permit – Cannabis – Westview Smokes (1355 South Frontage Rd)
2. Public Hearing\Resolution: Special Use Permit – Cannabis – Hastings Tobacco 1 (1769 Market Blvd)

X. REPORTS FROM CITY STAFF

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

A. Public Works

1. Resolution: CSAH 42 Corridor Study Recommended Scope of Improvements - Dakota County

B. Parks and Recreation

C. Community Development

1. Resolution: Special Use Permit – Cannabis – ACE Liquor (1355 South Frontage Rd)
2. Downtown Parking Report

D. Public Safety

E. Administration

1. Resolution: Approve New Cannabis Retail Sales License for ACE Liquor
2. Resolution: Approve New Cannabis Retail Sales License for Westview Smokes
3. Resolution: Approve New Cannabis Retail Sales License for Hastings Tobacco 1

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Tuesday, September 3, 2024 7:00 p.m.

Hastings, Minnesota
Joint City Council and HEDRA Meeting Minutes
July 22, 2024

The City Council of the City of Hastings, Minnesota met in a special joint meeting with the Hastings Economic Development and Redevelopment Authority (HEDRA) on Monday, July 22, 2024 at 6:00 p.m. in the Community Room at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

Council Members Present: Mayor Fasbender, Councilmembers Fox, Leifeld, Pemble, and Vihrachoff

Council Members Absent: Councilmembers Haus and Lawrence

HEDRA Members Present: Carter, Goblirsch, Horsch, City Councilmember Fox, City Councilmember Pemble

HEDRA Members Absent: Johnson and Anderson

Staff Present: City Administrator Dan Wietecha
Community Development Director John Hinzman
Economic Development Coordinator Alex Menke

Others Present: Dakota County CDA Commissioner Mike Slavik
Dakota County CDA Staff Lisa Alfson and Maggie Dykes

Discussion of Local Affordable Housing Aid (LAHA)

Director Hinzman introduced Lisa Alfson and Maggie Dykes from the Dakota County Community Development Authority (CDA) to present background on LAHA and how the Dakota County CDA could assist the City in providing housing services via LAHA funding.

Council and Commissioners discussed the following:

- Would city funds be used exclusively for city residents. CDA representatives stated they would.
- Could LAHA funding be used in conjunction with other agency funding for project goals, in particular Radon testing.
- Would city participation in programming move city residents forward on wait lists.
- Could gap financing be used with other funding to achieve project goals.
- Could CDBG and LAHA be used together?
- Could LAHA be used by the City to achieve our Vermillion Street redevelopment goals.

No action was requested or taken. HEDRA will further discuss and City\HEDRA will let the CDA know if they request assistance in programming.

Councilmember Leifeld motioned to adjourn the meeting at 6:57 p.m., seconded by Councilmember Vihrachoff.

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

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Hastings, Minnesota
City Council Meeting Minutes
August 5, 2024

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, August 5, 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
Attorney Matt Ziebarth

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 July 15, 2024.

Minutes were approved as presented.

Consent Agenda

Councilmember Leifeld motioned to approve the Consent Agenda, seconded by Councilmember Lawrence.
7 Ayes, 0 Nays.

1. Pay Bills as Audited
2. 1st Reading: Ordinance Amendment: City Code Chapter 34.03 – Fee Schedule – Police Department
3. Resolution No. 08-01-24: Approve New Premises Permit Request for Climb Theatre at Cooper’s Pub 55, 880 Bahls Drive
4. Accept Community Safety Grant from CenterPoint Energy – Fire Department
5. Accept Proposal and Authorize Work – 2025 Neighborhood Infrastructure Improvements Special Benefit Analysis
6. 2nd Reading: Amend City Code Chapter 34.03 – Building Department Electrical Fees
7. Resolution No. 08-02-24: Authorize Final Plat Extension – Heritage Ridge 4th Addition

Award Contract: Mississippi River Trail Erosion Repair

Wietecha presented the request to consider awarding a contract for the Mississippi River Trail Erosion Repair. A section of the Mississippi River bank has been slowly eroding away and became a major safety issue in 2023. At the February 5, 2024 regular City Council meeting Council approved and authorized funding for the design and engineering of the repair project. Barr Engineering was hired to complete this process and have been working since that time to complete additional components of the project. Bids were received and opened, with Fitzgerald Excavating & Trucking, Inc. submitting a complete bid meeting all of the requirements and with the lowest cost at \$49,515.00. The project is anticipated to be completed mid-October 2024. Wietecha indicated Dakota County will be picking up 40% of the cost.

Council discussion on more protective fencing around the area until the work is completed. Council expressed appreciation for the work of staff with Dakota County. Wietecha indicated that we would look into potential fencing solutions. Council discussion on the proposal details, noting the proposal does not include the area near the American Legion building. Wietecha indicated other options are being reviewed to address the area and its needs.

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

Resolution No. 08-03-24: Mobile Food Unit License Application Hearing: Gregory Brannon (G's Sweet Truck)

Attorney Ziebarth presented the request to hold a hearing on the license application for a Mobile Food Unit license for Gregory Brannon to operate G's Sweet Truck. Ziebarth highlighted the license process and non-compliance documentation related to the ordinance. Ziebarth concluded with a recommendation to deny the license based on a number of factors.

License applicant, Gregory Brannon, 1936 Eddy St, Unit C, indicated that the application did not ask for detail on felony but that he did write a letter as part of the application. He noted that he is in treatment and that his last offense in 2021. He indicated that he got his driver's license reinstated. He noted that he wants to comply with requirements, has updated insurance, and paid fees. He believes that the delays in getting the license are unfairly connected to his prior actions. He believes he was told that he did not need a license if invited to an event by an organizer. He said he is trying to comply with requirements and provide for his family and asked for consideration from Council to recognize the steps he has taken.

Council discussion on appreciation for Mr. Brannon's efforts at participating in the hearing and steps he is taking to improve his life. Questions about his lack of response to requirements and choices he made having continued to cause challenges. Council discussion on the need to complete an application and meet requirements to be able to sell in the City. Council discussion on why he continued to operate without a license. Brannon indicated the application process was a confusing process, specifically referencing insurance requirements and the process delayed repeatedly. Council discussion on the responsibility to the community and applicant's continual pattern of being non-compliant. Brannon indicated he has taken steps to reinstate his driver's license but has not been able to schedule the driver's test. Council discussion about peddler versus mobile food unit licenses and event invitations. Clerk Murtaugh provided clarification of the two licenses and indicated that licenses are required to operate within the City. Council reviewed the steps to be able to seek a license in the future. Attorney Ziebarth shared additional information on the State of Minnesota business entity registration of G's Sweet Truck LLC, indicating the registration had been terminated due to inactivity and not filing records. Ziebarth shared the Minnesota DVS did not indicate that Mr. Brannon's driver's license was reinstated.

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

PFAS Update

As it is the first meeting of the month, Wietecha presented the PFAS Update.

Public Works is looking at several sites for water treatment plants 2 and 3 with a preference to stay out of residential areas. Most potential sites are on private property and staff are reaching out to property

owners for discussion. The Minnesota Veteran's Home is currently served by a private well, exceeding PFAS limits. Because there was no bonding bill to support, the City cannot simply include their connection as part of the City's project. The Vet's home is now doing its own feasibility study. If the Vet's home discovers that it is more feasible to connect to the City system, connect fees could be assessed to the Vet's Home over time

The City is looking at a substantial water rate increase, especially if there is no outside assistance. Council agreed to delay the start of the first water treatment plant bid process until early 2025 to allow time to communicate to residents and find out the results of the grant applications. The state's Co-Trustees have stated that a direct connection to at least one of the 4 disposal sites north of the river is required to access 3M Settlement funds. Evidence of a connection for Well #5 has since been determined. When meeting with the Co-Trustees and the Attorney General's Office in late July, they proposed to use the Superfund process to require 3M to cover the costs associated with Well #5. Wietecha indicated that the Superfund is often a long process. The City anticipates environmental investigations to continue as planned by the MPCA to determine connection and eligibility for the City's other wells.

Announcements

- National Night Out is an annual community-building event. Please join us Tuesday, August 6, at Lions Park or in local neighborhood gatherings.
- Summer Rec Programs at Levee Park...
 - Thursday, Aug 8, Music in the Park with "Buffalo Alice – Classic." Supported by the Ruth and George Doffing Charitable Fund.
 - Friday, Aug 9, Movies in the Park with "Migration." Sponsored by Ardent Mills. Please bring a non-perishable food donation.
 - Thursday, Aug 15, Music in the Park with "Root River Jam – Rock, Blues, and Americana." Supported by the Ruth and George Doffing Charitable Fund.
- Coffee with a Cop is Thursday, Aug 8, at Starkson Funeral Home. Join the police to ask questions, voice concerns, and get to know one another.
- Makers Market will be in Levee Park on Thursday, August 8. Support area makers and artisans within our historic downtown and riverfront park by shopping at the markets.
- Concerts in the Orchard at the LeDuc Historic Estate will feature "New Pearl Buttons" on August 11 and "Darlene and the Boys" on August 18. Sponsored by Merchants Bank.
- Rec + Art + Police is Wednesday, Aug 14, at Lions Park with nature sun catchers and inflatable rock wall and giant slide. 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.
- Cop on a Rooftop is Friday, Aug 16. Visit Dunkin Donuts to support the athletes of Special Olympics Minnesota. This event is part of the Special Olympics Minnesota Law Enforcement Torch Run for Special Olympics.

Meetings

- HEDRA Meeting on Thursday, August 8, 2024 at 6:00 p.m.
- Administration Committee Meeting on Monday, August 12, 2024 at 7:00 p.m.
- Planning Commission Meeting on Thursday, August 12, 2024 at 7:00 p.m.
- Arts & Culture Commission Meeting on Wednesday, August 14, 2024 at 6:00 p.m.
- Finance Committee Meeting on Wednesday, August 14, 2024 at 6:00 p.m.
- Public Safety Advisory Commission Meeting on Thursday, August 15, 2024 at 6:30 p.m.

- City Council Regular Meeting on Monday, August 19, 2024 at 7:00 p.m.

Councilmember Haus motioned to adjourn the meeting at 8:18 PM, seconded by Councilmember Pemble. Ayes 7; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang - Accountant

Date: 08/15/2024

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of July 2024 auto payments.

Council review of weekly routine disbursements issued 08/13/2024.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 08/20/2024.

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:

July 2024 Auto Payments	\$	258,511.75
Disbursement Checks, Hedra & EFT issued on 08/13/2024	\$	484,477.08
Disbursement Checks, Hedra & EFT to be issued on 08/20/2024	\$	623,820.77

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Disbursement Reports

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Aquatics	AQUATIC CENTE	CENTURY LINK	PHONES-JULY PYMT	\$125.14
Arena	ARENA	CENTURY LINK	PHONES-JULY PYMT	\$61.22
Fire	FIRE & AMBULA	CENTURY LINK	PHONES-JULY PYMT	\$312.86
Council	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$1.37
Admin	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$126.52
City Clerk	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$4.12
Finance & Accountin	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$10.99
General Facility Mai	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$116.90
COMMUNITY DEVE	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$4.12
IT-OPERATIONS	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$4.12
Police	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$80.43
Building Inspections	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$6.87
Code Enforcement	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$1.37
PW - Engineering	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$6.87
PW - Streets	GENERAL	CENTURY LINK	PHONES-JULY PYMT	\$121.02
Pioneer Room	HERITAGE PRES	CENTURY LINK	PHONES-JULY PYMT	\$1.37
Parks Operations	PARKS	CENTURY LINK	PHONES-JULY PYMT	\$184.97
Water	WATER	CENTURY LINK	PHONES-JULY PYMT	\$119.65

Vendor Total: \$1,289.91

Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$426.37
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$409.04
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$398.71
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$520.24
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$541.29
Police	GENERAL	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$398.71
Parks Operations	PARKS	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$676.08
Parks Operations	PARKS	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$676.08
Parks Operations	PARKS	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$663.55
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$963.49
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$873.55
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$872.97
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$873.69
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$831.04
VEHICLE AND EQU	VEHICLE AND E	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$831.04
Wastewater	WASTEWATER	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$676.08
Water	WATER	ENTERPRISE FM TRUST	19 FORD EDGE-PD 2367V4 CAR LEAS	\$667.67

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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VIII-01

Vendor Total: \$11,299.60

Arena	ARENA	WEX HEALTH, INC.	JULY WEX PAYMENT	\$5.50
Cable TV	CABLE TV	WEX HEALTH, INC.	JULY WEX PAYMENT	\$0.41
Fire	FIRE & AMBULA	WEX HEALTH, INC.	JULY WEX PAYMENT	\$11.41
Ambulance	FIRE & AMBULA	WEX HEALTH, INC.	JULY WEX PAYMENT	\$49.09
City Clerk	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$10.59
Admin	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$8.25
Finance & Accountin	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$16.50
COMMUNITY DEVE	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$2.75
IT-OPERATIONS	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$8.25
Building Inspections	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$16.50
Code Enforcement	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$2.75
PW - Engineering	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$6.46
PW - Streets	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$11.28
Police	GENERAL	WEX HEALTH, INC.	JULY WEX PAYMENT	\$96.25
HEDRA	HEDRA	WEX HEALTH, INC.	JULY WEX PAYMENT	\$4.81
Historic Preservation	HERITAGE PRES	WEX HEALTH, INC.	JULY WEX PAYMENT	\$0.69
Hydro	HYDRO ELECTRI	WEX HEALTH, INC.	JULY WEX PAYMENT	\$1.23
Parks Operations	PARKS	WEX HEALTH, INC.	JULY WEX PAYMENT	\$27.50
Storm	STORM WATER	WEX HEALTH, INC.	JULY WEX PAYMENT	\$7.98
Wastewater	WASTEWATER	WEX HEALTH, INC.	JULY WEX PAYMENT	\$9.35
Water	WATER	WEX HEALTH, INC.	JULY WEX PAYMENT	\$13.20

Vendor Total: \$310.75

Non-Departmental	ARENA	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$208.20
Non-Departmental	CABLE TV	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$18.40
Non-Departmental	FIRE & AMBULA	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$1,032.50
Non-Departmental	GENERAL	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$3,633.43
Non-Departmental	HYDRO ELECTRI	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$8.60
Non-Departmental	LEDUC HISTORI	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$6.42
Non-Departmental	PARKS	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$667.42
Non-Departmental	STORM WATER	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$165.95
Non-Departmental	WASTEWATER	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$108.88
Non-Departmental	WATER	METROPOLITAN LIFE INSURANCE	AUG DENTAL PREMIUM	\$142.18

Vendor Total: \$5,991.98

Aquatics	AQUATIC CENTE	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$857.89
Arena	ARENA	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$353.78

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Fire	FIRE & AMBULA	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$291.08
City Hall Building	GENERAL	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$360.48
PW Cold Storage Bu	GENERAL	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$88.80
Parks Capital	GENERAL	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$71.98
Police Building	GENERAL	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$67.25
LeDuc	LEDUC HISTORI	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$248.34
Parks Operations	PARKS	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$128.61
Parks Operations	PARKS	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$212.97
Wastewater	WASTEWATER	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$185.39
Water	WATER	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$304.53
Treatment Plant	WATER	CENTERPOINT ENERGY	GAS/HEAT - JULY PYMT	\$71.83
Vendor Total:				\$3,242.93
Fire	FIRE & AMBULA	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$500.14
Admin	GENERAL	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$40.01
City Clerk	GENERAL	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$40.01
IT-OPERATIONS	GENERAL	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$40.01
Building Inspections	GENERAL	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$265.07
Police	GENERAL	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$800.05
PW - Engineering	GENERAL	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$40.04
Parks Operations	PARKS	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$75.02
Water	WATER	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$260.07
Water	WATER	VERIZON WIRELESS - VSAT	JULY VERIZON AIR CARDS	\$35.01
Fire	FIRE & AMBULA	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$98.46
COMMUNITY DEVE	GENERAL	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$42.94
Police	GENERAL	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$1,395.59
Building Inspections	GENERAL	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$123.69
PW - Streets	GENERAL	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$32.82
HEDRA	HEDRA	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$41.23
Parks Operations	PARKS	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$74.05
Water	WATER	VERIZON WIRELESS - VSAT	CELL PHONES JULY PYMT	\$82.46
Vendor Total:				\$3,986.67
Non-Departmental	AQUATIC CENTE	XCEL ENERGY	51-6960212-6	(\$574.47)
Aquatics	AQUATIC CENTE	XCEL ENERGY	51-6960212-6	\$3,900.55
Arena	ARENA	XCEL ENERGY	51-6960212-6	\$212.02
Fire	FIRE & AMBULA	XCEL ENERGY	51-6960212-6	\$1,093.21
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	(\$8,170.84)

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police Building	GENERAL	XCEL ENERGY	51-6960212-6	\$2,976.41
PW Cold Storage Bu	GENERAL	XCEL ENERGY	51-6960212-6	\$107.89
PW - Street Lights	GENERAL	XCEL ENERGY	51-6960212-6	\$73.53
Police	GENERAL	XCEL ENERGY	51-6960212-6	\$54.34
PW - Engineering	GENERAL	XCEL ENERGY	51-6960212-6	\$178.85
PW - Streets	GENERAL	XCEL ENERGY	51-6960212-6	\$894.23
City Hall Building	GENERAL	XCEL ENERGY	51-6960212-6	\$1,509.14
PW - Street Lights	GENERAL	XCEL ENERGY	51-6960212-6	\$200.30
Police	GENERAL	XCEL ENERGY	51-6960212-6	\$1.69
PW - Street Lights	GENERAL	XCEL ENERGY	51-6960212-6	\$13,150.19
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	\$79.39
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	(\$1,822.22)
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	(\$14,667.55)
Non-Departmental	GENERAL	XCEL ENERGY	51-6960212-6	\$16,277.75
HEDRA	HEDRA	XCEL ENERGY	51-6960212-6	\$119.75
Hydro	HYDRO ELECTRI	XCEL ENERGY	51-6960212-6	\$8,091.45
LeDuc	LEDUC HISTORI	XCEL ENERGY	51-6960212-6	\$524.84
Parks Operations	PARKS	XCEL ENERGY	51-6960212-6	\$1,996.77
Parks Operations	PARKS	XCEL ENERGY	51-6960212-6	\$852.18
Parks Operations	PARKS	XCEL ENERGY	51-6960212-6	\$276.19
Wastewater	WASTEWATER	XCEL ENERGY	51-6960212-6	\$1,690.64
Water	WATER	XCEL ENERGY	51-6960212-6	\$1,288.22
Treatment Plant	WATER	XCEL ENERGY	51-6960212-6	\$0.00
Water	WATER	XCEL ENERGY	51-6960212-6	\$715.38
Vendor Total:				\$31,029.83
Non-Departmental	GENERAL	MEDICA/CAPSTONE	Remittance	\$3,899.45
Non-Departmental	GENERAL	MEDICA/CAPSTONE	Remittance	\$30,495.09
Non-Departmental	GENERAL	MEDICA/CAPSTONE	Remittance	\$141,671.36
Non-Departmental	RETIREE HEALT	MEDICA/CAPSTONE	Remittance	\$25,294.18
Vendor Total:				\$201,360.08

GRAND TOTAL: \$258,511.75

APPROVED BY: _____

APPROVED BY: _____

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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APPROVED BY: _____

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PW - Streets	GENERAL	O'REILLY AUTOMOTIVE	REPAIRS & MAINTENANCE - EQUIP	\$16.14
PW - Streets	GENERAL	O'REILLY AUTOMOTIVE	REPAIRS & MAINTENANCE - EQUIP	\$77.98
PW - Streets	GENERAL	O'REILLY AUTOMOTIVE	REPAIRS & MAINTENANCE - EQUIP	(\$9.01)
Vendor Total:				\$85.11
Parks Operations	PARKS	CINTAS CORPORATION NO 2	REPAIRS & MAINTENANCE - BLDG	\$127.45
Vendor Total:				\$127.45
IT-OPERATIONS	GENERAL	LOGIS/LOCAL GOVERNMENT INF	NON CAP - COMPUTER EQUIPMENT	\$15.00
IT-OPERATIONS	GENERAL	LOGIS/LOCAL GOVERNMENT INF	NON CAP - COMPUTER EQUIPMENT	\$1,154.25
Vendor Total:				\$1,169.25
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	MOTOR FUEL & OIL	\$258.64
Vendor Total:				\$258.64
PW - Streets	GENERAL	WILDSIDE GRAPHIX LLC	REPAIRS & MAINTENANCE - EQUIP	\$158.00
Vendor Total:				\$158.00
Hydro	HYDRO ELECTRI	AVANT ENERGY, INC.	EXPERT & CONSULTANT	\$330.00
Vendor Total:				\$330.00
Ambulance	FIRE & AMBULA	ALLINA HOSPITALS & CLINICS	EXPERT & CONSULTANT	\$3,423.00
Ambulance	FIRE & AMBULA	ALLINA HOSPITALS & CLINICS	MEDICAL & FIRST AID	\$850.00
Vendor Total:				\$4,273.00
Hydro	HYDRO ELECTRI	PREMIUM WATERS, INC.	OTHER GENERAL SUPPLIES	\$14.00
Vendor Total:				\$14.00
Aquatics	AQUATIC CENTE	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$49.11
Vendor Total:				\$49.11
Parks Operations	PARKS	PIONEER MANUFACTURING CO., I	RECREATION SUPPLIES	\$1,299.00
Parks Operations	PARKS	PIONEER MANUFACTURING CO., I	RECREATION SUPPLIES	\$667.95
Vendor Total:				\$1,966.95
Aquatics	AQUATIC CENTE	HORIZON COMMERCIAL POOL SU	CHEMICALS & CHEMICAL PRODUCTS	\$4,611.48
Vendor Total:				\$4,611.48
Arena	ARENA	HUEBSCH LAUNDRY CO.	REPAIRS & MAINTENANCE - BLDG	\$55.23
Vendor Total:				\$55.23
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	SMALL TOOLS & EQUIPMENT	\$166.47
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$3.96
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$29.71

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$4.64
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$44.60
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$20.80
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$122.56
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$92.11
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$91.60
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$38.99
Vendor Total:				\$615.44
IT-OPERATIONS	GENERAL	SHI INTERNATIONAL CORP	NON CAP - COMPUTER EQUIPMENT	\$167.37
Vendor Total:				\$167.37
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$2.82
Vendor Total:				\$2.82
Parks Operations	PARKS	INDEPENDENT BLACK DIRT & SO	LANDSCAPING MATERIALS	\$360.00
Vendor Total:				\$360.00
PW - Streets	GENERAL	SPIN CITY LAUNDROMAT LLC.	OTHER GENERAL SUPPLIES	\$25.00
PW - Streets	GENERAL	SPIN CITY LAUNDROMAT LLC.	OTHER GENERAL SUPPLIES	\$25.00
PW - Streets	GENERAL	SPIN CITY LAUNDROMAT LLC.	OTHER GENERAL SUPPLIES	\$50.00
Vendor Total:				\$100.00
Parks Operations	PARKS	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - VEHICLE	\$19.99
Vendor Total:				\$19.99
Fire	FIRE & AMBULA	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$50.94
Vendor Total:				\$50.94
Parks Operations	PARKS	MIDDLETOWN CREATIVE	GENERAL NOTICES & PUBLIC INFO	\$200.00
Vendor Total:				\$200.00
Parks Operations	PARKS	MINNE HA HA MAGAZINE LLC	OTHER PROFESSIONAL SERVICES	\$600.00
Vendor Total:				\$600.00
Human Resources	GENERAL	MINNESOTA OCCUPATIONAL HEA	TESTING SERVICES	\$70.00
Human Resources	GENERAL	MINNESOTA OCCUPATIONAL HEA	TESTING SERVICES	\$70.00
Human Resources	GENERAL	MINNESOTA OCCUPATIONAL HEA	TESTING SERVICES	\$117.00
Vendor Total:				\$257.00
VEHICLE AND EQU	VEHICLE AND E	GUARDIAN FLEET SAFETY, LLC	MOTOR VEHICLES	\$6,604.97
Vendor Total:				\$6,604.97
Building Inspections	GENERAL	KLETSCHKA INSPECTIONS, LLC	ELECTRICAL INSPECTIONS AUG 2024	\$3,412.20

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Vendor Total:				\$3,412.20
PW - Engineering	ESCROW - DEV/	LEVANDER GILLEN & MILLER PA	RETAINER	\$64.00
COMMUNITY DEVE	ESCROW - DEV/	LEVANDER GILLEN & MILLER PA	RETAINER	\$110.00
COMMUNITY DEVE	ESCROW - DEV/	LEVANDER GILLEN & MILLER PA	RETAINER	\$686.50
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$2,250.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$1,748.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$1,474.25
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$272.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$1,248.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$464.00
Building Inspections	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$176.00
Legal	GENERAL	LEVANDER GILLEN & MILLER PA	RETAINER	\$50.25
HEDRA	HEDRA	LEVANDER GILLEN & MILLER PA	RETAINER	\$552.00
HEDRA	HEDRA	LEVANDER GILLEN & MILLER PA	RETAINER	\$119.00
Storm	STORM WATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$80.00
Wastewater	WASTEWATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$64.00
Wastewater	WASTEWATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$168.00
Water	WATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$32.00
Water	WATER	LEVANDER GILLEN & MILLER PA	RETAINER	\$240.00
Vendor Total:				\$9,798.00
PARKS & RECREA	PARKS	MICHAEL A PATRICK	OTHER PROFESSIONAL SERVICES	\$120.00
Vendor Total:				\$120.00
PARKS & RECREA	PARKS	THIERRY AUGE	OTHER PROFESSIONAL SERVICES	\$240.00
Vendor Total:				\$240.00
Fire	FIRE & AMBULA	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$168.98
Admin	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$408.48
Police	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$264.59
PW - Engineering	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$50.44
PW - Streets	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$50.43
Parks Operations	PARKS	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$181.97
Wastewater	WASTEWATER	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$50.44
Water	WATER	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$50.44
Vendor Total:				\$1,225.77
Finance & Accountin	GENERAL	ABDO LLP	EQUIPMENT	\$14,000.00
Vendor Total:				\$14,000.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARKS & RECREA	PARKS	ANNA GERLACH	OTHER PROFESSIONAL SERVICES	\$210.00
Vendor Total:				\$210.00
PARKS & RECREA	PARKS	DANIEL JAMES PETERS	OTHER PROFESSIONAL SERVICES	\$240.00
Vendor Total:				\$240.00
Fire Building	GENERAL	KODIAK POWER SYSTEMS	GENERATOR REPAIR	\$2,578.75
Vendor Total:				\$2,578.75
Police	GENERAL	HOLIDAY STATIONSTORES LLC	REPAIRS & MAINTENANCE - VEHICLE	\$86.00
Vendor Total:				\$86.00
Fire	FIRE & AMBULA	DAKOTA 911	DISPATCH CONTRACT-COUNTY	\$15,970.00
Police	GENERAL	DAKOTA 911	DISPATCH CONTRACT-COUNTY	\$31,941.00
Vendor Total:				\$47,911.00
Water	WATER	POMP'S TIRE SERVICE, INC.	REPAIRS & MAINT-LINES	\$615.60
Vendor Total:				\$615.60
PW - Streets	GENERAL	HI-LINE ELECTRIC COMPANY, INC.	REPAIRS & MAINTENANCE - EQUIP	\$153.10
Vendor Total:				\$153.10
Non-Departmental	TIF 8 SCHOOLH	HASTINGS AH I LLP	OTHER PROFESSIONAL SERVICES	\$33,046.55
Vendor Total:				\$33,046.55
Ambulance	FIRE & AMBULA	DIGITECH COMPUTER LLC	EXPERT & CONSULTANT	\$5,515.27
Vendor Total:				\$5,515.27
IT-OPERATIONS	GENERAL	DAKOTA COUNTY FINANCE	DP/COMPUTER/INTERNET FEES	\$250.00
Vendor Total:				\$250.00
PW - Streets	GENERAL	ROCK OIL REFINING INC.	MOTOR FUEL & OIL	\$315.00
Vendor Total:				\$315.00
PW - Streets	GENERAL	KNOLL OUTDOOR SERVICES LLC	MAINTENANCE CONTRACTS	\$6,375.00
Vendor Total:				\$6,375.00
Aquatics	AQUATIC CENTE	POOL FURNITURE SUPPLY	EQUIPMENT	\$9,305.48
Vendor Total:				\$9,305.48
PARKS & RECREA	PARKS	CHANDLER, MADELYN	OTHER PROFESSIONAL SERVICES	\$200.00
Vendor Total:				\$200.00
Parks Operations	PARKS	HASTINGS PICKLEBALL ASSOCIA	BUILDINGS & STRUCTURES	\$595.38
Vendor Total:				\$595.38

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Capital	AQUATIC CENTE	ATKINS, ELISE G	PART-TIME SALARIES-REGULAR	\$128.99
Vendor Total:				\$128.99
VEHICLE AND EQU	VEHICLE AND E	EMERGENCY AUTOMOTIVE TECH	MOTOR VEHICLES	\$311.49
VEHICLE AND EQU	VEHICLE AND E	EMERGENCY AUTOMOTIVE TECH	MOTOR VEHICLES	\$1,020.12
Vendor Total:				\$1,331.61
Fire	FIRE & AMBULA	ASPEN MILLS	CLOTHING & BADGES	\$430.87
Vendor Total:				\$430.87
Storm	STORM WATER	MINNESOTA AG GROUP - HASTIN	REPAIRS & MAINTENANCE - EQUIP	\$912.52
Vendor Total:				\$912.52
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$484.52
Vendor Total:				\$484.52
Parks Operations	PARKS	BRYAN ROCK PRODUCTS, INC.	UPKEEP OF GROUNDS	\$1,082.85
Vendor Total:				\$1,082.85
PW - Streets	GENERAL	CHEMSEARCH	MOTOR FUEL & OIL	\$933.95
Vendor Total:				\$933.95
Water	WATER	CITY OF BLOOMINGTON	REPAIRS & MAINT-LINES	\$364.00
Vendor Total:				\$364.00
LeDuc	LEDUC HISTORI	DAKOTA COUNTY HISTORICAL SO	OTHER PROFESSIONAL SERVICES	\$5,112.60
Vendor Total:				\$5,112.60
Non-Departmental	TIF 5 NAPA	DAKOTA COUNTY PROPERTY RE	EXPERT & CONSULTANT	\$15,279.60
Vendor Total:				\$15,279.60
Police	GENERAL	DAKOTA COUNTY TECH COLLEGE	CONFERENCE & SCHOOLS	\$300.00
Vendor Total:				\$300.00
PW - Street Lights	GENERAL	DAKOTA ELECTRIC ASSN	ELECTRIC AUG 24	\$99.04
Police	GENERAL	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$18.01
Wastewater	WASTEWATER	DAKOTA ELECTRIC ASSN	ELECTRIC AUG 24	\$68.96
Water	WATER	DAKOTA ELECTRIC ASSN	ELECTRIC AUG 24	\$64.22
Vendor Total:				\$250.23
Aquatics	AQUATIC CENTE	ECOLAB PEST ELIMINATION DIVIS	OTHER PROFESSIONAL SERVICES	\$125.00
City Hall Building	GENERAL	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL	\$85.00
Vendor Total:				\$210.00
Water	WATER	GOPHER STATE ONE-CALL INC	REPAIRS & MAINT-LINES	\$430.65

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$430.65
Arena	ARENA	W.W. GRAINGER, INC.	NON CAP - EQUIPMENT	\$1,046.04
Wastewater	WASTEWATER	W.W. GRAINGER, INC.	REPAIRS & MAINT-LINES	\$19.26
				Vendor Total: \$1,065.30
Fire	FIRE & AMBULA	GRAPHIC DESIGN	OFFICE SUPPLIES	\$82.00
				Vendor Total: \$82.00
Cable Access	CABLE ACCESS	HASTINGS ACCESS CORP.	MISCELLANEOUS	\$70,690.62
				Vendor Total: \$70,690.62
VEHICLE AND EQU	VEHICLE AND E	HASTINGS FORD	MOTOR VEHICLES	\$1,000.00
				Vendor Total: \$1,000.00
Police	GENERAL	HASTINGS VEHICLE REGIS.	YR'25 TABS FOR CHEVY BLAZER - P	\$16.25
				Vendor Total: \$16.25
VEHICLE AND EQU	VEHICLE AND E	MACQUEEN EQUIPMENT, INC.	EQUIPMENT	\$65,267.46
				Vendor Total: \$65,267.46
Non-Departmental	GENERAL	METROPOLITAN COUNCIL ENVIR	SAC JULY 2024	\$4,920.30
Wastewater	WASTEWATER	METROPOLITAN COUNCIL ENVIR	METRO WASTE CONTROL COMMISSION	\$148,748.96
				Vendor Total: \$153,669.26
Aquatics	AQUATIC CENTE	MN DEPT LABOR & INDUSTRY	OTHER PROFESSIONAL SERVICES	\$20.00
				Vendor Total: \$20.00
Parks Operations	PARKS	MTI DISTRIBUTING COMPANY	REPAIRS & MAINTENANCE - EQUIP	\$429.33
				Vendor Total: \$429.33
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$2.34
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$7.99
				Vendor Total: \$10.33
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	MEDICAL & FIRST AID	\$173.25
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$202.14
				Vendor Total: \$375.39
Water	WATER	QUALITY FLOW SYSTEMS, INC.	REPAIRS & MAINT-LINES	\$4,951.00
				Vendor Total: \$4,951.00
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$1,138.61
				Vendor Total: \$1,138.61

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Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$25.47
Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$21.81
Parks Operations	PARKS	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$4.99
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$34.86
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$131.19
Parks Operations	PARKS	TERRYS HARDWARE, INC.	CONSTRUCTION MATERIALS	\$20.97
Vendor Total:				\$239.29

GRAND TOTAL: \$484,477.08

APPROVED BY: _____

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APPROVED BY: _____

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
IT-OPERATIONS	GENERAL	OFFICE OF MN.IT SERVICES	DP/COMPUTER/INTERNET FEES	\$572.51
Vendor Total:				\$572.51
Non-Departmental	2024 IMPROVEM	WSB & ASSOCIATES INC	CONTRACTORS & CONSTRUCTION	\$2,330.25
COMMUNITY DEVE	ESCROW - DEV/	WSB & ASSOCIATES INC	ROW PERMIT EXPENSE	\$3,005.50
PW - Streets	GENERAL	WSB & ASSOCIATES INC	ROW PERMIT EXPENSE	\$192.00
COMMUNITY DEVE	ESCROW - DEV/	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$120.00
PW - Engineering	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$7,920.00
PW - Streets	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$750.00
PW - Engineering	GENERAL	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$2,280.00
Storm	STORM WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$120.00
Wastewater	WASTEWATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$900.00
Wastewater	WASTEWATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$1,350.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$1,950.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$3,810.00
Water	WATER	WSB & ASSOCIATES INC	EXPERT & CONSULTANT	\$25,326.75
Vendor Total:				\$50,054.50
PW - Streets	GENERAL	ROAD MACHINERY & SUPPLIES C	EQUIPMENT	\$3,639.70
Vendor Total:				\$3,639.70
PW - Streets	GENERAL	TRI-STATE BOBCAT, INC.	REPAIRS & MAINTENANCE - EQUIP	\$85.44
Parks Operations	PARKS	TRI-STATE BOBCAT, INC.	REPAIRS & MAINTENANCE - EQUIP	\$51.12
Vendor Total:				\$136.56
Parks Operations	PARKS	WILDSIDE GRAPHIX LLC	BUILDINGS & STRUCTURES	\$515.00
Vendor Total:				\$515.00
Parks Operations	PARKS	METRO JANITORIAL SUPPLY INC.	REPAIRS & MAINTENANCE - BLDG	\$143.63
Vendor Total:				\$143.63
Parks Operations	PARKS	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$89.31
Water	WATER	INNOVATIVE OFFICE SOLUTIONS	OTHER GENERAL SUPPLIES	\$54.70
Vendor Total:				\$144.01
PW - Streets	GENERAL	TITAN MACHINERY. INC.	STREET MAINTENANCE MATERIAL	\$697.00
Vendor Total:				\$697.00
HEDRA	HEDRA	STANTEC CONSULTING SERVICE	OTHER PROFESSIONAL SERVICES	\$841.50
Vendor Total:				\$841.50
Non-Departmental	2024 IMPROVEM	MSA PROFESSIONAL SERVICES, I	CONTRACTORS & CONSTRUCTION	\$3,113.25

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PW - Streets	CAPITAL PROJE	MSA PROFESSIONAL SERVICES, I	CONTRACTORS & CONSTRUCTION	\$349.00
Vendor Total:				\$3,462.25
PW - Streets	GENERAL	PIRTEK BURNSVILLE	REPAIRS & MAINTENANCE - EQUIP	\$5.97
Vendor Total:				\$5.97
Non-Departmental	GENERAL	WI SUPPORT COLLECTIONS TRUS	Remittance	\$184.62
Vendor Total:				\$184.62
Aquatics	AQUATIC CENTE	FAUSTINI, THERESA	COST OF MERCHANDISE	\$56.95
Vendor Total:				\$56.95
Parks Operations	PARKS	SCHLOMKA'S PORTABLE RESTRO	RENTAL/LEASE EXPENSE	\$6,915.00
Vendor Total:				\$6,915.00
Parks Capital	PARKS CAPITAL	SKIP'S SPRINKLER SYSTEMS, LLC	CONTRACTORS & CONSTRUCTION	\$865.63
Vendor Total:				\$865.63
PW Building	GENERAL	HOMETOWN ACE HARDWARE	PARTS	\$24.17
Vendor Total:				\$24.17
Fire Building	GENERAL	RF GARAGE DOOR LLC	FIRE DEPT. GARAGE DOOR OPENER 5	\$1,290.00
Vendor Total:				\$1,290.00
Non-Departmental	GENERAL	HASTINGS PROFESSIONAL FIREFI	Remittance	\$1,406.24
Vendor Total:				\$1,406.24
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$8.48
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$30.19
Vendor Total:				\$38.67
Legal	GENERAL	CAMPBELL KNUTSON, P.A.	LEGAL FEES	\$12,542.87
Vendor Total:				\$12,542.87
Fire	FIRE & AMBULA	NAPA AUTO PARTS	EQUIPMENT PARTS	\$67.99
Fire	FIRE & AMBULA	NAPA AUTO PARTS	EQUIPMENT PARTS	\$168.08
Vendor Total:				\$236.07
City Hall Building	GENERAL	BDI	PULLEY	\$84.85
Vendor Total:				\$84.85
Parks Capital	PARKS CAPITAL	ISG	CONTRACTORS & CONSTRUCTION	\$1,482.50
Vendor Total:				\$1,482.50
Police	GENERAL	GUARDIAN FLEET SAFETY, LLC	REPAIRS & MAINTENANCE - VEHICLE	\$1,420.67

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police	GENERAL	GUARDIAN FLEET SAFETY, LLC	REPAIRS & MAINTENANCE - VEHICLE	\$228.47
Vendor Total:				\$1,649.14
PARKS & RECREA	PARKS	JAMESON HEASTON	OTHER PROFESSIONAL SERVICES	\$120.00
Vendor Total:				\$120.00
Debt Service	2019A GO DEBT	GOVERNMENT CAPITAL SECURITI	FISCAL AGENT FEES	\$6,050.00
Vendor Total:				\$6,050.00
Storm	STORM WATER	LANDBRIDGE ECOLOGICAL, INC.	UPKEEP OF GROUNDS	\$3,040.00
Storm	STORM WATER	LANDBRIDGE ECOLOGICAL, INC.	UPKEEP OF GROUNDS	\$3,040.00
Vendor Total:				\$6,080.00
General Facility Mai	GENERAL	IMPERIAL DADE	GARABAGE AND RECYCLE CANS	\$220.70
Vendor Total:				\$220.70
Fire	FIRE & AMBULA	BLUE PEAK CONSULTING, LLC	OTHER PROFESSIONAL SERVICES	\$7,283.33
Vendor Total:				\$7,283.33
Fire	FIRE & AMBULA	POMP'S TIRE SERVICE, INC.	REPAIRS & MAINTENANCE - VEHICLE	\$87.10
Vendor Total:				\$87.10
Fire	FIRE & AMBULA	DAKOTA COUNTY FINANCE	DISPATCH CONTRACT-COUNTY	\$1,213.16
Police	GENERAL	DAKOTA COUNTY FINANCE	DISPATCH CONTRACT-COUNTY	\$1,726.42
Vendor Total:				\$2,939.58
Arena	ARENA	APEX FACILITY SOLUTIONS, LLC	CONTRACTORS & CONSTRUCTION	\$370,500.00
Vendor Total:				\$370,500.00
Fire	FIRE & AMBULA	CNH ARCHITECTS, LTD	EXPERT & CONSULTANT	\$2,631.24
Vendor Total:				\$2,631.24
VEHICLE AND EQU	VEHICLE AND E	EMERGENCY AUTOMOTIVE TECH	MOTOR VEHICLES	\$476.19
VEHICLE AND EQU	VEHICLE AND E	EMERGENCY AUTOMOTIVE TECH	MOTOR VEHICLES	\$291.18
Vendor Total:				\$767.37
PW - Streets	GENERAL	LUBINSKI, BRANDON	SAFETY BOOTS	\$164.57
Vendor Total:				\$164.57
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$197.68
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$294.80
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$83.07
Vendor Total:				\$575.55
PW - Streets	GENERAL	BOYER FORD TRUCKS/DBA TRAN	REPAIRS & MAINTENANCE - EQUIP	\$106.70

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$106.70
Fire	FIRE & AMBULA	CITY OF INVER GROVE HEIGHTS	CONFERENCE & SCHOOLS	\$1,710.00
				Vendor Total: \$1,710.00
Ambulance	FIRE & AMBULA	MEDICA	REFUNDS-AMBULANCE	\$407.42
Ambulance	FIRE & AMBULA	JAMES GUBLUFF	REFUNDS-AMBULANCE	\$92.27
Ambulance	FIRE & AMBULA	JULIAN GULSVIG	REFUNDS-AMBULANCE	\$275.00
Parks Operations	PARKS	KATHLEEN TEATS	RENTAL - TAXABLE	\$90.00
Non-Departmental	PARKS	KATHLEEN TEATS	RENTAL - TAXABLE	\$7.31
Parks Operations	PARKS	CINDY KUMMER	RENTAL - TAXABLE	\$50.00
Non-Departmental	PARKS	CINDY KUMMER	RENTAL - TAXABLE	\$4.06
				Vendor Total: \$926.06
IT-OPERATIONS	GENERAL	COMPUTER INTEGRATION TECHN	EXPERT & CONSULTANT	\$1,683.00
				Vendor Total: \$1,683.00
Storm	STORM WATER	DAKOTA COUNTY TREASURER/A	EXPERT & CONSULTANT	\$4,400.00
				Vendor Total: \$4,400.00
Fire Building	GENERAL	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL	\$91.83
				Vendor Total: \$91.83
Fire	FIRE & AMBULA	EMERGENCY APPARATUS MAINT	REPAIRS & MAINTENANCE - VEHICLE	\$960.38
Fire	FIRE & AMBULA	EMERGENCY APPARATUS MAINT	REPAIRS & MAINTENANCE - VEHICLE	\$1,266.87
Fire	FIRE & AMBULA	EMERGENCY APPARATUS MAINT	REPAIRS & MAINTENANCE - VEHICLE	\$2,101.77
Fire	FIRE & AMBULA	EMERGENCY APPARATUS MAINT	REPAIRS & MAINTENANCE - VEHICLE	\$2,547.68
				Vendor Total: \$6,876.70
Storm	STORM WATER	RIVER COUNTRY COOPERATIVE	UPKEEP OF GROUNDS	\$299.99
				Vendor Total: \$299.99
Storm	STORM WATER	GRAPHIC DESIGN	UTILITY BILL STATEMENT INSERTS	\$336.66
Wastewater	WASTEWATER	GRAPHIC DESIGN	UTILITY BILL STATEMENT INSERTS	\$336.67
Water	WATER	GRAPHIC DESIGN	UTILITY BILL STATEMENT INSERTS	\$336.67
Water	WATER	GRAPHIC DESIGN	UTILITY BILL STATEMENT INSERTS	\$1,802.99
Storm	STORM WATER	GRAPHIC DESIGN	#10 WINDOW ENVELOPES - UTILITY	\$303.33
Wastewater	WASTEWATER	GRAPHIC DESIGN	#10 WINDOW ENVELOPES - UTILITY	\$303.33
Water	WATER	GRAPHIC DESIGN	#10 WINDOW ENVELOPES - UTILITY	\$303.34
				Vendor Total: \$3,722.99
Building Inspections	GENERAL	HASTINGS FORD	REPAIRS & MAINTENANCE - VEHICLE	\$816.73

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$816.73
Ambulance	FIRE & AMBULA	HEALTH PARTNERS	REFUNDS-AMBULANCE	\$92.97
				Vendor Total: \$92.97
Parks Capital	GENERAL	HASTINGS SCHOOL DISTRICT #20	RENTAL-BUILDINGS	\$2,500.00
				Vendor Total: \$2,500.00
INSURANCE FUND	INSURANCE FU	LEAGUE OF MN CITIES INS TRST	INSURANCE - WORKERS COMP	\$120.21
				Vendor Total: \$120.21
INSURANCE FUND	INSURANCE FU	LEAGUE MN CITIES INSURANCE T	INSURANCE - PROPERTY	\$84,186.00
				Vendor Total: \$84,186.00
Non-Departmental	GENERAL	L.E.I.S.	Remittance	\$1,903.50
				Vendor Total: \$1,903.50
Non-Departmental	GENERAL	LOCAL UNION 49	Remittance	\$665.00
				Vendor Total: \$665.00
Non-Departmental	GENERAL	LOCAL 320	Remittance	\$383.00
				Vendor Total: \$383.00
Fire	FIRE & AMBULA	MN FIRE SERVICE CERT.BRD	CONFERENCE & SCHOOLS	\$630.00
				Vendor Total: \$630.00
Fire Building	GENERAL	MN DEPT LABOR & INDUSTRY	REPAIRS & MAINTENANCE - EQUIP	\$10.00
				Vendor Total: \$10.00
Parks Capital	PARKS CAPITAL	MIRACLE RECREATION EQUIPME	CONTRACTORS & CONSTRUCTION	\$21,585.00
				Vendor Total: \$21,585.00
Non-Departmental	GENERAL	MN NCPERS GROUP LIFE C/O ME	Remittance	\$64.00
				Vendor Total: \$64.00
PW - Streets	GENERAL	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$60.25
PW - Streets	GENERAL	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$9.99
PW - Streets	GENERAL	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$51.22
				Vendor Total: \$121.46
Police	GENERAL	NINE EAGLES PROMOTIONS	EXPERT & CONSULTANT	\$590.00
Police	POLICE RESERV	NINE EAGLES PROMOTIONS	MISCELLANEOUS	\$240.00
				Vendor Total: \$830.00
Fire	FIRE & AMBULA	PJS AND ASSOCIATES INCORPOR	EQUIPMENT PARTS	\$1,191.23
				Vendor Total: \$1,191.23

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$193.25
Vendor Total:				\$193.25
PW - Street Lights	GENERAL	CITY OF ST PAUL	REPAIRS & MAINTENANCE - EQUIP	\$519.99
PW - Street Lights	GENERAL	CITY OF ST PAUL	REPAIRS & MAINTENANCE - EQUIP	\$800.00
Vendor Total:				\$1,319.99
Police	GENERAL	SOUTH EAST TOWING OF HASTIN	RENTAL-OTHER EQUIPMENT-LEASE	\$195.00
Police	GENERAL	SOUTH EAST TOWING OF HASTIN	REPAIRS & MAINTENANCE - VEHICLE	\$167.00
Vendor Total:				\$362.00
Non-Departmental	TIF 9 BLOCK 28	SRF CONSULTING GROUP INC	OTHER PROFESSIONAL SERVICES	\$692.19
Vendor Total:				\$692.19
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$1,348.84
Vendor Total:				\$1,348.84
City Hall Building	GENERAL	TERRYS HARDWARE, INC.	PARTS	\$15.94
PW Building	GENERAL	TERRYS HARDWARE, INC.	PARTS	\$7.97
General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	PARTS	\$41.12
General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	SUPPLIES	\$25.56
Vendor Total:				\$90.59
PW - Streets	GENERAL	NUSS TRUCK & EQUIPMENT	OTHER GENERAL SUPPLIES	\$29.90
Vendor Total:				\$29.90
Non-Departmental	GENERAL	UNITED WAY OF HASTINGS	Remittance	\$245.00
Vendor Total:				\$245.00
Non-Departmental	WATER	HUBLEY MIKE	CUSTOMER OVERPAYMENT	\$130.00
Non-Departmental	WATER	HERRMANN CAROL	CUSTOMER OVERPAYMENT	\$46.88
Non-Departmental	WATER	HOCHHALTER MICHAEL	CUSTOMER OVERPAYMENT	\$8.59
Non-Departmental	WATER	ZOUBI-THIONO KELLY	CUSTOMER OVERPAYMENT	\$28.39
Vendor Total:				\$213.86

GRAND TOTAL: \$623,820.77

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: August 19th, 2024

Item: 2nd Reading: Animal Impound Fee Schedule Adjustment

Council Action Requested:

Approve fee schedule adjustment to account for fee increases from River Bluff Humane Society in accordance with Ordinance 34.03 Fee Schedule for Dog Pick Up.

Background Information:

In July 2024, the Hastings PD was notified by River Bluff Humane Society that fees for overnight stays would increase from \$20/night to \$25/night. The Hastings PD has a contract with River Bluff Humane Society to assist with our dog impounds when needed. This increase in fees requires council approval as the burden is placed on the owner and payment required prior to retrieval of the dog. Aside from the requested fee schedule change, all other policies, and procedures relative to handling impounds remain the same.

Financial Impact:

No budgetary impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

Animal Impound Fee Adjustment

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA
AMENDING HASTINGS CITY CODE CHAPTER 34.03 – FEE SCHEDULE**

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 34.03 Fee Schedule – Police

34.03 Police

Storage Fee (per overnight stay)	\$25.00	day
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SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

The text amendment adopted by the Hastings City Council on _____, _____, _____ modifies City Ordinance Section 34.03 - Fee Schedule of the City Code increasing the storage fee per overnight stay for impounded animals.

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

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

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: August 19, 2024
Item: Approve ATV Permit for Michael A. Haagen

Council Action Requested:

Approve the issuance of a ATV permit to Michael A. Haagen of 762 S. Park Drive for the operation of a side-by-side ATV on City Streets.

Background Information:

Mr. Haagen submitted an application to operate an All-Terrain Vehicle and all necessary criteria has been met. The City has received the required documentation and an inspection of the ATV has been completed by the Hastings Police Department.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Permit Inspection



HASTINGS POLICE DEPARTMENT

101 4th Street East • Hastings, MN 55033-1944
(651) 480-2300 • FAX: (651) 437-1206 • EMAIL: HPD@hastingsmn.gov

DATE: August 8, 2024
TO: Emily King, Deputy City Clerk
FROM: Chief David D. Wilske
RE: Disability Permit and Vehicle Inspection

Michael A. Haagen, 762 S. Park Dr., Hastings, MN, has made application to operate an All-Terrain Vehicle on city streets pursuant to City Ordinance 70.02, **OPERATION OF MOTORIZED GOLF CARTS AND 4-WHEEL ALL-TERRAIN VEHICLES ON CITY STREETS**. As part of the permitting process, the City of Hastings requires that the vehicle(s) specified for use meets all conditions as outlined in section (G) and (I) of the ordinance.

On August 7th, 2024, Sgt. Sam Beuch inspected Haagen's 2-door side-by-side UTV. Serial number# A6LT27TIRJEP015026. It was equipped with mirror as required by section (I), and a *slow moving vehicle emblem* as specified under section (G). It should be noted that the vehicle does have front headlamps and tail lamps. In addition to the above, the operational rules under section (E), (F), and (H) were discussed.

Based on this inspection, Haagen's vehicle meets the standards set forth in city ordinance and can be issued a permit for its operation.

David D. Wilske
Chief of Police



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marschall Bigler, Recreation Program Specialist
Date: August 19, 2024
Item: Special Event Designation – Relay for Life

Council Action Requested: Designate Relay for Life ‘Party on the River’ as a Special Event coordinated by the American Cancer Society on Saturday, September 21 from 4:00 p.m. –9:00 p.m.

Background Information:

The American Cancer Society’s event planners are requesting use of the Rotary Pavilion, Amphitheater and surrounding area at Levee Park to host a Relay for Life event, ‘Party on the River’ encompassing a similar footprint that was approved in 2023. The event will include: live music, food & beer tent, luminary bags, kids’ activities, & silent auction. Anticipated attendance is 300 people. The application and event map are included for City Council review. Since 2017, the American Cancer Society has held their Relay for Life event at Levee Park and it has been a success. City Staff are supportive based on the following conditions:

- All vendors must obtain a vendor license prior to the event, the cost of the licensure is the responsibility of the event organizer or vendor. Licenses can be obtained through the Deputy City Clerk.
- American Cancer Society to provide an Insurance Certificate naming the City as an additional insured.
- Written confirmation for use of land to host a portion of event activities provided by event coordinator, from private property owner.
- Access to and egress from the alcohol service areas must be staffed with private security personnel at all times during service hours. Security personnel need not be uniformed but must wear something that identifies them as SECURITY. Security personnel may be employees of the event’s liquor license or volunteer staff.
- Security personnel are expected to immediately report to the Hastings Police Department any traffic safety issues, disorderly conduct, or criminal behavior that may affect the safety of the event staff, attendees, or surrounding community.
- Identification checks must be made to ensure with the Minnesota alcohol consumption possession statutes.
- Alcoholic beverages are not permitted to leave event boundaries.

- On the attached map, event organizers indicate the Relay for Life walk utilizing a portion of the Mississippi River Trail. The trail will remain open to the public and walkers will be in small sporadic groups, allowing for regular use of the Trail.
- City restroom facilities will remain open but will not be staffed by City personnel. Staff will clean restroom facilities prior to the event and provide a key to event representative for stocking bathroom supplies as needed.
- Portable toilets are recommended to be placed on-site to alleviate over-use of the indoor bathrooms.
- Event organizers are required to work with a hauler for trash and recycling containers on-site. Containers must be paired side-by-side and visually labeled as Trash and Recycling. All garbage generated from the event will be hauled off site by event organizers in coordination with their hauler.
- Any tent or additional “structures” used within the park will need to be anchored with weights. No stakes due to underground irrigation and bedrock.
- Decorations must be adhered with rope, zip ties or other materials that does not leave a mark on the facilities.
- No unauthorized vehicles on City trails or parked in Levee Park.
- All event supplies and equipment will be removed by event organizers directly following the end of the event.
- Event organizers agree the site will be left in at least the condition it was pre-event.
- Any other reasonable conditions as determined by staff to ensure a successful event.

Financial Impact:

This event, although requesting designation as a Special Event, will also be subject to a Park Rental Fee in accordance with the City’s fee schedule for exclusive use of areas.

- Rotary Pavilion, Amphitheater and surrounding area: \$370.00

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Relay for Life - Special Event Permit Application
- Relay for Life – Event Map

Special Event Permit Application

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



VIII-04

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

APPLICATION CHECKLIST:

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

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

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

APPLICATION PROCESS:

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

CONTACT INFORMATION:

Paige Marschall Bigler, Recreation Programming Specialist
pmarschall@hastingsmn.gov
651-480-6182
- Special Event Application
- Park Rentals

Emily King, Deputy City Clerk
eking@hastingsmn.gov
651-480-2343
- Additional Licensing
- Mobile Food Units, Temporary Liquor Licensing, Temporary Gambling Licensing, Temporary Vendors

Organization Information (if applicable)

Organization: RELAY FOR LIFE / AMERICAN CANCER SOCIETY
Primary Phone Number: 651-442-7960
Website Address: www.relayforlife.org/hastingsmn

VIII-04

Event Organizer

Name and Title: Linda Kampa, EVENT LEAD
Mailing Address: 910 Southview Drive
Primary Phone Number: 651-442-7960
Email Address: linda.kampa@allina.com

On-Site Contact: Linda Kampa
Primary Phone Number: 651-442-7960
Email Address:

General Event Information

Event Name: Relay For Life of Hastings, Party on the River
Type of Event: Race/Run/Walk Downtown Event Concert/Performance Fundraiser Other: _____
Event Description in Detail: Community even to raise money for the cancer society. People walk around the path, look at luminary bags to remembe cancer survivors and those that have passed. Live music, food and drink. Open to team members, family, friends, anyone in the community. _____
Is this an annual event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is this a multi-day event? _____ Yes <input checked="" type="checkbox"/> No
Event Start Date: ___Saturday September 21, 2024 Event End Date: Saturday September 21, 2024_
Is the event open to the public or private? Public

Special Event Permit Application Page 2 of 10

Is there an admission fee? _____ Yes <input checked="" type="checkbox"/> No
What is the anticipated attendance? 300
What was the previous year's attendance? 200
Where will the event be located? LEVEE PARK / ROTARY PAVILION
A Park Rental Permit is required for events located within a City Park. Contact the City of Hastings Parks and Recreation Department for park facility availability information: 651-480-6175.

Event Set-Up and Tear Down

How many days will your organization require to: Set-Up: 1 Tear Down: _____	
Event Set-Up Date: 9-21-24_____	Event Set-Up Time: _9AM_ to 4PM
Event Start Date: 9-21-24_	Event Start Time: 4PM
Event End Date: 9-21-24	Event End Time:9PM
Event Tear Down Date: 9-21-24 (may have to come back in a.m. to get large tent!)	Event Tear Down Time: 9PM - 11PM

Staging Details

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

Amplified Sound / Music / Live Entertainment Tents/Canopies / food truck / bouncy house < all

Other _____

If any of the above items will be used, please indicate their location on your attached Site Plan / Map. Use of the above items may require the Event Organizer to meet ADA Regulations.

Parking Details

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

Parking wherever available. Levee parking lot - downtown street

Special Event Permit Application Page 3 of 10

Portable Restrooms

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

Company Name:

Contact Phone Number & Email:

Waste Removal

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

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

Company Name: Tennis Sanitation will provide waste containers

VIII-04

Contact Phone Number & Email: event committee

Organics

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

Special Event Permit Application Page 4 of 10

Fire Department Services

Event Organizers are responsible for coordinating event safety and emergency coverage with the Hastings Fire Department. The Fire Department will determine if and how many fire resources will be required at an event. All Fire Department costs associated with the event are at the responsibility of the event organizer.
Event will include tents and/or canopies: <input checked="" type="checkbox"/> Tents and Canopies over 200 square feet <input type="checkbox"/> Other _____
Event will host the use of: NO <input type="checkbox"/> Fireworks/Pyrotechnics (<i>a firework display permit is required</i>) <input type="checkbox"/> Other _____

Police Department Services

VIII-04

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

Event will require traffic control: NO

- Event ingress/egress
- Street Closures
- Other _____

Notice of Temporary Street Closure

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

Site Plan / Map Instructions

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

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

Street Closures NONE

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

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

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

(1) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: Street Closure Sidewalk Closure

Closure Start Date: _____ Closure Start Time: _____

Closure End Date: _____ Closure End Time: _____

(2) Street Name: _____
 From (cross street): _____
 To (cross street): _____
 Type of Closure: Street Closure Sidewalk Closure
 Closure Start Date: _____ Closure Start Time: _____
 Closure End Date: _____ Closure End Time: _____

(3) Street Name: _____
 From (cross street): _____
 To (cross street): _____
 Type of Closure: Street Closure Sidewalk Closure
 Closure Start Date: _____ Closure Start Time: _____
 Closure End Date: _____ Closure End Time: _____

(4) Street Name: _____
 From (cross street): _____
 To (cross street): _____
 Type of Closure: Street Closure Sidewalk Closure
 Closure Start Date: _____ Closure Start Time: _____
 Closure End Date: _____ Closure End Time: _____

Special Event Permit Application Page 6 of 10

Barricade Equipment NONE

Does the Host Organization have its own barricade equipment? Yes No If not, please indicate how the Host Organization will meet all required barricade requirements. **The companies listed below are barricade providers and not recommendations of the City**

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

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

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

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

_____ The event organizer(s) will be applying to serve intoxicating liquor.
 > Please complete the supplemental form on page 9.

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

_____ This event will have vendors selling goods, wares, products, merchandise, etc.

_____ This event plans to have a petting zoo, pony rides, etc.
 > Please indicate the location on the Site Map. It will also be required that the event provides a portable hand-washing station. Special Event Permit Application Page 7 of 10

Indemnification Agreement

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

RELAY FOR LIFE OF HASTINGS, PARTY ON THE RIVER to be held on 9-21-24

by LINDA KAMPA of AMERICAN CANCER SOCIETY *Event Organizer/Primary Applicant Host Organization*

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

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

LINDA KAMPA, EVENT LEAD

Linda Kampa, 7-31-24 _____ Signature Date

Applicant Agreement

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

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

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

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

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

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

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

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

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

LINDA KAMPA, EVENT LEAD Print Name Title

SUPPLEMENTAL INTOXICATING LIQUOR FORM

PLEASE COMPLETE IF INTOXICATING LIQUOR WILL BE SERVED AT THE EVENT Intoxicating Liquor (please check one)

An establishment within the City of Hastings holding an active Caterer's Permit will be providing and serving liquor.

- The establishment must provide a current copy of their certificate of insurance including sales off premises. The City of Hastings must be listed as additional insured.
- Please note if an establishment plans to serve liquor under their caterer's permit, they must also serve food at the event.

Establishment / Permit Holder: _____

A Temporary Intoxicating Liquor License will be requested.

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

Special Event Liquor License Requirements

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

Levee Park



→ = Walking Route





City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Paige Marschall Bigler, Recreation Program Specialist
Date: August 19, 2024
Item: *Amendment* - Rivertown LIVE – Special Event Designation & Temporary Liquor License

Council Action Requested: *Amendment to the event includes Prohibiting on-street parking at the first two parking spaces on Ramsey St. The Organizers intent is to reserve these spaces for Smart Ride, a taxi service that will provide to and from transportation. These spots will provide easy access and lower pedestrian traffic. Parking at these 2 spaces would be prohibited from 9:00 Am – Midnight on Saturday, September 14th*

Designate Rivertown Live as a Special Event coordinated by the Hastings Rotary Club on Saturday, September 14th from 4:00 p.m. – 11:00 p.m. and approve a one day on-sale liquor license as part of the Rivertown Live concert.

Background Information:

The Rivertown Live concert has been a successful annual event and the Hastings Area Rotary Club has made a request for this year's event on Saturday, September 14th to be designated as a special event; including set-up at Levee Park beginning Wednesday, September 11th at 7:00 a.m. and take down completed by Sunday, September 15th. The event is a fundraising concert with three bands performing at the Rotary Pavilion stage and main stage backing up to Tyler St. within private property. Activities include music, vendors and alcoholic beverage sales. The anticipated attendance is 2,000 people. Management staff have been working with the Rivertown Live Committee and are supportive of the 2024 event. City Staff are supportive based on the following conditions:

Alcoholic Beverage Sale Conditions:

- Access to and egress from the alcohol service areas must be staffed with private security personnel at all times during service hours. Security personnel need not be uniformed but must wear something that identifies them as SECURITY. Security personnel may be employees of the event's liquor license or volunteer staff.
- Server training required for beer tent volunteers.
- Security personnel are expected to immediately report to the Hastings Police Department any traffic safety issues, disorderly conduct, or criminal behavior that may affect the safety of the event staff, attendees, or surrounding community.
- Identification checks must be made to ensure with the Minnesota alcohol consumption possession statutes. Last call at 10:15 p.m. as identified by event organizers.
- Wristbands will be used to verify compliance with age requirements.
- Patrons will not be allowed to bring in their own alcoholic beverages. Bags will be checked at admission gates by event volunteers.
- Alcoholic beverages are not permitted to leave Rivertown Live event boundaries.

- Rotary Club to provide an Insurance Certificate naming the City as an additional insured.

General Conditions:

- All items identified by the Rotary to be completed as indicated within their Site Plan.
- Neighborhood notification will be provided by the Rotary. This distribution will include the date and times of the event/closures and will be done a week prior to the event.
- The City and Rotary will exchange contact information for any necessary communication on the day of the event itself. Rotary will be asked to provide a primary contact person(s) who will be able to make decisions regarding the event and logistics.
- Event organizers must comply with the conditions outlined by the Police Chief (or designee) with respect to private security and City Police assistance for the event. These costs will be borne by the Rotary as in previous years.
- Written confirmation for use of land to house main stage and alcoholic beverage area provided by Rotary representative, from private property owner.
- Medical service will be provided by Allina. Event organizers are to facilitate coordination between Allina and City Fire/EMS staff in advance of the event. This should occur and conditions be confirmed in writing a minimum of 1 week in advance of the event. City Fire/EMS staff will not be providing EMS service on site.
- In lieu of payment of fees for the Rotary's exclusive use of Levee Park, the parking lot, and Sibley Street north of the alley by the American Legion club, the City is listed as a sponsor of the event.
- Any other reasonable conditions as determined by staff.

Facility Conditions:

- All garbage generated on site will be disposed of by the Rotary's contracted hauler, including City waste containers that are currently provided in the special event area.
- City restroom facilities closed for event which will alleviate the need for volunteers to restock & clean throughout the event. Bathrooms closed signage posted by Parks Staff morning of event.
- No Smoking signage posted by volunteers throughout the footprint of the event.
- Any tents or other items which would need to be secured must be done through use of weights (not stakes) and coordinated with our P&R Department liaison.
- Water access can be provided via City hydrant with a meter. Coordination of water access between event organizers and City staff will occur the day before or the morning of the event. Those costs will be borne by the Hastings Rotary Club.

Traffic Management Conditions:

- Traffic Management Plan provided by a traffic control vendor, which shows all devices to be used and locations of devices, submitted by Rotary representative for City staff to review.
- The City parking lot and the public spaces in front of the American Legion on Sibley Street, and Levee Park will be reserved for exclusive use of the event organizers beginning at 9:00 a.m. Saturday, September 14th through 9:00 a.m. Sunday, September 15th.
- The alley behind Hastings Family Service needs to be barricaded at each end preventing foot traffic and those attempting to sit in the alley. The alleyway must have the ability to be accessed by emergency vehicles.
- Permanently assigned security staff to cover the far east perimeter around musicians' busses.
- Permanently assigned security staff to cover the west perimeter by the legion and walking path along the water.
- A designated area for onsite ticket sales so the entry line does not extend into 2nd St.

- At the end of the event open all of Ramsey St. between the restroom facility and 2nd St.
- Do not open the fence on Tyler St. after the concert to avoid issue with crowd dispersal, stage teardown and bands leaving.

Financial Impact:

The Rotary has requested complete waiver of any fees related to reserving Levee Park, the City's parking lot, and Sibley Street north of the alley by the American Legion Club. If that is acceptable to the City Council, City staff recommends that the City of Hastings be listed as a primary sponsor of the event. This would include the City's name and logo on advertisements for the event. This coordination would be done with the City's Communications staff.

Fees are associated with this annual event, which will be charged back to the Hastings Area Rotary Club, in alignment with the City's adopted fee schedule.

Advisory Commission Discussion:**Council Committee Discussion:****Attachments:**

- Special Event Permit Application
- Letter to City Council & Event Overview
- Map of Event Layout
- Traffic Management Plan
- Security Plan
- Temporary on-sale liquor license Application



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Emily King, Deputy City Clerk
Date: August 19, 2024
Item: One-Day Temporary Gambling Permit for Patriot Assistance Dogs

Council Action Requested:

Approve the attached resolution approving the one-day temporary gambling permit for the Patriot Assistance Dogs.

Background Information:

Patriot Assistance Dogs submitted an application for a one-day temporary gambling permit for September 29, 2024 for a raffle to be held at the Two River Repair, 682 Commerce Drive.

Financial Impact:

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

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution
- Application

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**RESOLUTION APPROVING THE APPLICATION BY
PATRIOT ASSISTANCE DOGS FOR A
TEMPORARY ONE-DAY GAMBLING PERMIT**

WHEREAS, Patriot Assistance Dogs has presented an application to the City of Hastings for a one-day temporary gambling permit on September 29, 2024 to be held at the Two Rivers Repair, 682 Commerce Drive, Hastings; and;

WHEREAS, the Minnesota Gambling Control Board requires a resolution be passed to approve this request; and

WHEREAS, an application for a one day temporary gambling permit has been presented;

WHEREAS, the required fee of \$25.00 has been paid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings, that the Mayor and City Clerk are authorized and directed to sign this resolution.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 19TH
DAY OF AUGUST, 2024.**

ATTEST:

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

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

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

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

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Patriot Assistance Dogs Previous Gambling Permit Number: X- 93725-24-03
Minnesota Tax ID Number, if any: 61359 Federal Employer ID Number (FEIN), if any: 45-2486498
Mailing Address: 28579 US Hwy 10
City: Detroit Lakes State: MN Zip: 56501 County: Becker
Name of Chief Executive Officer (CEO): Linda K. Wiedewitsch
CEO Daytime Phone: 218-844-6003 CEO Email: linda.e.padm@mn.org
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Two Rivers Repair
Physical Address (do not use P.O. box): 682 Commerce Drive
Check one:
 City: Hastings Zip: 55033 County: Dakota
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 29th, 2024

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

LG220 Application for Exempt Permit

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Linda K Wiedewitsch Date: 08-06-2024
(Signature must be CEO's signature; designee may not sign)

Print Name: LINDA K. WIEDEWITSCH

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY VIII-06

Date: OCT 08 2014

PATRIOT ASSISTANCE DOGS
1478 MALLARD ST
DETROIT LAKES, MN 56501-0000

Employer Identification Number:
45-2486498
DLN:
26053668001364
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted on your application, we approved your request for retroactive reinstatement under Section 4 of Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 5436


CITY OF HASTINGS
2024 Neighborhood Infrastructure Improvements
Payment Summary

Pay Estimate Number	Period	Pay Period Total	Retainage	Payment
1 (Current)	6/1/2024 - 6/30/2024	\$211,300.00	\$10,565.00	\$200,735.00
2	7/1/2024 - 7/31/2024	\$562,601.25	\$28,130.06	\$534,471.19
TOTALS TO DATE:		\$773,901.25	\$38,695.06	\$735,206.19

Total Completed to Date:	\$773,901.25
Less Retainage:	\$38,695.06
Less Previous Payment:	\$200,735.00
Total Amount Due:	\$ 534,471.19

Application for Payment Number: 2

Contractor: A-1 Excavating LLC



 Contractor

8-5-24

 Date



 Engineer

8/6/2024

 Date

 Approved by Owner

 Date

***City Council Memorandum***

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: August 19th, 2024

Item: National Night-Out Donations

Council Action Requested:

Accept the donation of numerous goods from local businesses and individuals for our 2024 NNO Lions Park neighborhood celebration.

Background Information:

The City of Hastings, in conjunction with the Public Safety Advisory and Parks and Recreation Commission, hosted the 8th Annual Community NNO Celebration at Lions Park on August 6, 2024. The event was supported by Starkson Funeral Home, Cub Foods, Culvers, Spool House, and Hastings Police Reserves. The City of Hastings appreciates their contribution and applauds them for their community support.

Financial Impact:

None

Advisory Commission Discussion:

Public Safety Advisory Commission
Parks and Recreation Commission

Council Committee Discussion:

None

Attachments:

- Resolutions

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
A DONATION TO THE HASTINGS POLICE DEPARTMENT**

WHEREAS, Starkson Funeral Home, Cub Foods, Culvers, Spool House, and Hastings Police Reserves donated food, prizes and paper goods; and

WHEREAS, this donation was used to support and serve the community during the 2024 NNO and Lions Park Dedication event; and

WHEREAS, the City Council is appreciative of the donations and commends Starkson Funeral Home, Cub Foods, Culvers, Spool House, and Hastings Police Reserves for their civic efforts,

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

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for the Hastings Police Department as designated; and
3. That the appropriate budget adjustments be made.

Adopted this 19th day of August 2024,

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



To: Mayor Fasbender & City Councilmembers
From: Chris Eitemiller, Finance Manager & Ashley DeBernardi, Assistant Finance Manager
Date: August 19, 2024
Item: Fund Closures

Council Action Requested:

Council is asked to approve Fund closures. These changes will have an effective date of September 1, 2024.

Background Information:

Fund Closures:

Request authorization to close the following funds:

TIF 5 - NAPA
2013 Equipment Certificates
2012 GO Bonds
2013 GO Bonds
2022 Improvements
2023 Improvements

These funds consist of a TIF district that is being decertified, 3 debt issuance funds that have been paid off, and 2 capital project funds, where work has been completed.

Any residual amounts in these funds will be transferred to our Debt Redemption fund.

Financial Impact:

None.

Advisory Commission Discussion:

None.

Council Committee Discussion:

None.

Attachments:

- 2023 Fund Closure Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

A RESOLUTION CLOSING FUNDS AND ASSOCIATED TRANSFERS

WHEREAS, the Mayor and City Council adopted the 2024 budget on December 4, 2023; and

WHEREAS, there is a need to close funds;

WHEREAS, there is also the need to transfer any residual monies from funds closing;

WHEREAS, any residual dollars from the following funds will be transferred to the debt redemption fund for future council direction;

NOW THEREFORE LET IT BE RESOLVED THAT, the funds are closed as follows with an effective date of September 1, 2024:

Fund Closures

TIF 5 - NAPA
2013 Equipment Certificates
2012 GO Bonds
2013 GO Bonds
2022 Improvements
2023 Improvements

Adopted this 19th day of August 2024,

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



To: Mayor Fasbender & City Councilmembers
From: Chris Eitemiller, Finance Manager & Ashley DeBernardi, Assistant Finance Manager
Date: August 19, 2024
Item: Revise Purchasing Policy

Council Action Requested:

Council is asked to approve a revision to the Purchasing Policy. This change will have an effective date of September 1, 2024.

Background Information:

Purchasing Policy Revision:

Staff wishes to add a requirement that all payments over \$100,000 be made electronically via ACH. This recommendation is based on a best practice suggestion from the League of Minnesota Cities.

It would provide additional security and timeliness of payment processing. This change would eliminate the chance of checks being stolen or lost in the mail, promptly provide vendors payment, and ease monthly banking reporting by reducing or eliminating the number of large, outstanding payments.

Financial Impact:

None.

Advisory Commission Discussion:

None.

Council Committee Discussion:

None.

Attachments:

- Copy of Purchasing Policy with proposed change highlighted



PURCHASING POLICY

Purpose

To comply with Minnesota Statute 471.345 and to establish specific guidelines for the purchase of goods and services by the employees of the City of Hastings.

Policy

It is the policy of the city to acquire goods and services through a competitive process whenever practical that results in supply arrangements at the most effective net cost, in the correct quantities, of the appropriate quality, and from the most responsive and responsible source. Purchasing and supply management functions at the city are delegated to the department directors, requiring diligent attention to the governing laws and rules.

Purchasing goods and services using a purchasing card is covered under the Purchasing Card Policy.

All federal grant expenditures will be in compliance with OMB 2CFR200 (Uniform Guidance). All federal grant expenditures must be reasonable, necessary, and adequately documented. All federal grant expenditures must be deemed to be allowable under specific grant agreements and in accordance with 2CFR200, subpart E.

Cooperative Purchasing Agreements

When possible, every effort should be used to take advantage of cooperative purchasing agreements as a cost savings measure. The city shall maintain its membership with the State Cooperative Purchasing Program. By using the State's plan, bidding requirements are already fulfilled.

Governing Laws Contracting Bid State Laws

A city entering into an agreement for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property must abide by the statutes relating to contracting and bidding. Minnesota Statute 471.345 was established to provide dollar limits for all cities upon contracts that shall or may be entered into on the basis of competitive bids, quotations or purchase or sale in the open market. This statute puts the following basic requirements on cities (based on the estimated contract amount):

- For contracts over \$175,000 – sealed bids shall be solicited by public notice in the manner and subject to the particular requirements of the city. The sealed bids shall be solicited by public notice and be kept on file. City Council will approve these contracts during a regularly scheduled meeting.
- For contracts exceeding \$25,000 but not \$175,000 – sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for

bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. VIII-10

- For contracts \$25,000 or less – the contract may be made upon quotation or in the open market, at the discretion of the city. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt.

Extra care should be exercised when using sole source vendors. The City Administrator and Finance Manager must approve such purchases in advance. Procurements will not be split to avoid competition or council action.

Federal Purchases

Under uniform grant guidance (2 CFR 200.317–326) there are additional procurement requirements that need to be considered when making purchases related to a federal program. Five procurement methods are identified including: micro-purchase (<\$10,000), small purchase procedures (<\$250,000), sealed bid (>\$175,000), competitive proposal (>\$175,000), and noncompetitive proposal (>\$3,500). The general purchasing policy addresses many of these requirements and the City will also consider the full requirements in relation to each method as described in 2 CFR. The micro-purchase threshold which is set by Federal Acquisition Regulation at 48 CFR Subpart 2.1 is subject to change with inflation. The City will follow changes to thresholds as modifications occur. When practicable, micro-purchasing will be distributed among qualified suppliers.

The city will review the excluded parties list (<https://www.sam.gov>), to ensure than no tentative parties, suspended and/or debarred contractors are contract with using federal dollars. When using federal funding and making purchases in excess of \$2,000 for construction dollars are subject to the Davis-Bacon Act. Also, the city will avoid unnecessary/duplicate purchases, encourage use of excess Federal surplus property, documenting rationale for procurement method used for purchases, and documentation of selection of contract type maintained in the files. In addition, the city will consider intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Director/Manager Responsibilities

Department Directors/Managers and other persons authorized to purchase are responsible for certain functions related to purchasing and payment for goods and services received. The responsibilities are:

- Purchasing done on a competitive basis and consistent with the approved annual budget.
- Control of purchased goods and services to ensure only authorized use.
- No reimbursement for use of personal gift cards or store rebates.
- All terms and conditions (including pricing) of the purchase as specified in the purchase order and applicable contract are attained prior to the payment of the claim.
- Providing the Finance Department with approved invoices and supporting written documentation in a timely manner.
- Employee expense reimbursements, as outlined in Chapter 13 of the Employee Handbook, must be submitted no later than the last day in March of the year following the year in which the expense was incurred. Expenses submitted outside of this time frame will not be reimbursed.

- Immediate notification to the Finance Department of any circumstances affecting acceptability performance, or any other reason which may lead to withholding of payment.
- Cooperation with the Finance Department in resolving disputes with vendors regarding terms, quantity, or any questions of performance.
- Designating budget coding of all invoices.
- House documents showing multiple bids or state bid pricing.

Finance Department Responsibilities

The Finance Department personnel are responsible for the following:

- Assistance in seeking vendors to provide the best price availability.
- Reasonable audit tests to determine fund availability, legality and validity of obligations for payment.
- Pay authorized bills that meet procedural requirements.

Competitive Price Quote/Bids

Competitive price quote/bids require the following:

- Purchaser must obtain competitive price quotes/bids for services or commodities as outlined in Contracting Bid Law Section of this policy.
- Purchaser will prepare a purchase order or documented invoice and submit to the Department Director/Manager and the Finance Department for approval.
- A documented invoice allows all necessary information and approvals to be placed directly on the invoice. This would apply to emergency purchases of goods and services and to routine items such as utility bills.

Purchases

Purchases under \$5,000 are approved by department directors/managers when in the budget.

Unbudgeted expense under \$5,000 must have City Administrator sign off.

Purchases from \$5,000 to \$175,000 will have approval from department directors/managers and the City Administrator when in the budget. Unbudgeted expense over \$5,000 must be approved by City Council.

Purchases over \$175,000 will be approved by City Council during a City Council meeting.

Payments over \$100,000 must be paid via ACH transfer.

Expense Vouchers

Expense vouchers must have the following:

- Tabulation of quotes/bids where appropriate;
- Account number and project information if applicable;
- Budget appropriation for item or service requisitioned;
- Department Director/Manager approval;
- Date ordered and approximate date to be received;
- Full vendor name/address – no abbreviations;

- All items purchased must be listed separately with respective costs;

Additional Provisions/Resources

The provisions noted in this policy are not intended to be an exhaustive list of Minnesota laws. Additional resources on purchasing include:

- Handbook for Minnesota Cities, published by the League of Minnesota Cities
- Emergency Contracts, published by the League of Minnesota Cities
- City of Hastings Finance Department

Authority for Implementation and Enforcement

All employees are responsible for adhering to this policy when purchasing goods or services. Managers are responsible for monitoring performance within their areas of jurisdiction. The City Administrator is the chief purchasing officer of the city. Responsibility for administering established Purchasing Policies and Procedures has been delegated to the Finance Department.

Updated August, 2024



City Council Memorandum

To: Mayor Fasnaber & City Councilmembers
From: Chris Eitemiller, Finance Manager
Date: August 19, 2024
Item: City Hall Dome/HVAC Project Budget

Council Action Requested:

Approve resolution authorizing the amended budget for the City Hall Dome/HVAC Project.

Background Information:

To obtain reimbursement from the state of MN for grant-eligible expenses spent on this project, the City is required to provide the exact amount of City contribution expected to complete the financing package for the project. The total cost of the project has risen to \$5,018,977 from \$3,396,842.

Financial Impact:

The City's share of remaining costs will be \$2,498,799. This will consist of the remaining balance from our American Rescue Plan Act allocation (\$2,087,638), plus \$411,161 from the 2024 bond issue. Should costs increase any further, up to \$600,000 of bond proceeds would be available.

Committee Discussion:

N/A

Attachments:

- Updated resolution to adopt project budget

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE BUDGET FOR
THE CITY HALL DOME/ HVAC PROJECT**

WHEREAS, the City has a need to restore the City Hall Dome, as well as other related capital needs; and

WHEREAS, the City has received a \$2 million State GO Bond grant for repairs, construction and other capital improvements necessary for renovation of the historic City Hall in Hastings. This appropriation includes money for repairs of the dome and roofing, HVAC improvements, repairs to the interior walls and exterior masonry of the building, site regrading and project management; and

WHEREAS, the City also received a \$212,187 Historical Society grant to help fund this project; and

WHEREAS, the City spent \$307,991 of City general revenues between 2018 and 2021 for masonry restoration and pre-design costs; and

WHEREAS, on the City has \$2,087,638 million available of the City's American Rescue Plan Act allocation to fund much of the estimated remaining project balance; and

WHEREAS, the City Council has approved the 2024 bond issuance plan that includes \$600,000 to fund the estimated remaining balance of this project.

WHEREAS, the City has the financial capability to provide any required funds necessary to fund any cash shortfalls in this project and that the source of City's funds for this purpose shall be the City's general fund.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; that the City Hall Dome/HVAC Project's Budget is hereby amended as follows:

SOURCE AND USE OF FUNDS FOR THE DOME PROJECT

Source of Funds

State GO Bond Funds	2,000,000
MN Historical Society Grant	212,187
City General Revenues (2018-19)	282,555
City General Revenues (2020-21)	25,436
Final City Contribution	2,498,799

Total Funding **5,018,977**

Use of Funds

Masonry Restoration	494,742
Pre-design & Design Costs	149,800
Construction	4,374,435

Total Project Costs **5,018,977**

And the estimated project budget is hereby adopted at \$5,018,977.
Adopted this 19th day of August 2024.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Alex Menke, Economic Development Coordinator
Date: August 19, 2024
Item: Authorize Signature: Agreement for WAC\SAC Deferral – 214 2nd St E

Council Action Requested:

Authorize signature of the attached agreement between the City and Marathon Properties of Hastings, LLC to defer payment of the City's portion of water access charges and sewer access charges (WAC\SAC) over a ten-year period.

Approval requires a simple majority of the City Council.

Background Information:

Marathon Properties of Hastings, LLC owns the property located at 214 2nd Street East. Their newest tenant, Collateral Coffee dba Awful Gato, is in the process of building out a coffee shop and café at the site. The construction results in the payment of Metropolitan Council SAC fees totaling \$9,940, and City WAC\SAC fees totaling \$15,608 prior to receipt of a building permit. Upfront payment of WAC\SAC fees prior to operation of the facility has created a burden for the business owner.

The City of Hastings has established a policy to defer City WAC\SAC fees in order to minimize the impact of these fees. Please see the attached policy document for further information. The Hastings program requires a 20% down payment (\$3,121.60) due at the time of building permit issuance.

Additionally, Marathon Properties of Hastings, LLC plans to enter into the Metropolitan Council's SAC Deferral Program. The Metropolitan Council's program requires a 20% down payment (\$1988) due at time of building permit issuance. This program is regulated by a Master SAC Deferral Agreement executed by the City of Hastings and Metropolitan Council (attached).

Both deferred amounts will be assessed to the property and collected through semi-annual property tax payments for a period of up to ten years.

Financial Impact:

The City would not receive full payment of the deferred amount (\$12,486.4) for up to ten years. Repayment would include an interest charge of 2.06% annually on the unpaid balance and a

\$50 administrative fee. The deferment would allow Collateral Coffee dba Awful Gato to begin construction to add further value to the property and increase the tax base.

Advisory Commission Discussion:

N\A

Council Committee Discussion:

N\A

Attachments:

- SAC/WAC Deferral Application
- SAC/WAC Deferral Agreement
- City SAC/WAC Policy
- MetCouncil Master SAC Deferral Agreement

**CITY OF HASTINGS
SAC & WAC PAYMENT DEFERRAL APPLICATION**

SECTION 1: BUSINESS INFORMATION

Business Name: Collateral Coffee dba Awful Gato
 Business Address: 214 2nd St E
 Business Contact/Title: Ana Berthiaume
 Telephone: 651-497-4244
 Email: ana@awfulgato.com

SECTION 2: PROPERTY OWNER INFORMATION

Property Owner Name: Tom Jung (Greg/ Vicki)
 Address: 1241 15th St W, Hastings MN
 Property ID Number: 19-32150-14-024
 Telephone: Greg/Vicki Jung - 763-614-9329
 Email: vjung@icloud.com

SECTION 3: SAC UNIT DETERMINATION (Please attach SAC Determination Letter)

Address on SAC Determination Letter: 214 2nd St E
 Date on SAC Determination Letter: 12/11/23
 Reference # on SAC Determination Letter: 231211A7
 SAC Units (must be less than 25 units): 4
 SAC Credits: 0.39
 Net SAC Units: 3.54
 WAC Units (must be less than 25 units): 4
 WAC Credits: 0.39
 Net WAC Units: 3.54

SECTION 4: ELIGIBILITY

Please confirm by initialing the following to determine eligibility:

AB

The property is located in the City of Hastings, MN.

AB

The SAC Determination for the property is 25 units or less, prior to SAC credits.

AB

The WAC Determination for the property is 25 units or less, prior to WAC credits.

AB

I understand that the deferral term is not to exceed 10 years.

AB

I understand that the maximum deferment amount is 80% and a down payment, equal to 20% of the total SAC and WAC fees is due at time of application approval.

AB

I understand that the property owner will be billed monthly on their regular utility bill.

AB

I understand that SAC and WAC credits are tied to the property and may not generally be transferred to another location.

AB

I understand that in the event of a default, any outstanding payments will be assessed to the property and the property owners waives the right to contest the assessment.

AB

I understand that, in the case of a business closure, the business or property owner must notify the City's Economic Development Coordinator. They City will verify the closure and future payment obligations will be waived. The site will not be credited with the portion of SAC & WAC not paid, but will receive credit for actual SAC & WAC paid.

I hereby certify that the above information and/or statements are true and correct to the best of my knowledge. I understand that any false statements may disqualify me, the property, or this business from the program.

Business Signature: _____

Date: _____

7-1-24

Property Owner Signature: _____

Date: _____

7-1-24

Community Development Staff Approval: _____

Date: _____

8-14-24

For Staff to Complete:

Permit Number: BP 2023-1112

Permit Issue Date: TBD

Deferral Start Date: TBD
 (1st day of month after MCES report due)

Percentage to be financed: 80%
 (maximum of 80%)

SAC Deferral Amount: 4 X (% Financed) = 3.2 X ⁹⁴⁵~~3,150~~ = \$ 3,024.00
 (e.g. 5 SAC x 80% = 4) (# total SAC units) Deferred Units Current SAC Rate Deferral Amount in \$

WAC Deferral Amount: 4 X (% Financed) = 3.2 X 2,957 = \$9,462.40
 (e.g. 5 SAC x 80% = 4) (# of total WAC units) Deferred Units Current WAC Rate Deferral Amount in \$

Total Down Payment: SAC 0.8 = \$756.00
 Down payment in units Down Payment Amount in \$
 (+) WAC 0.8 = \$2,365.60
 Down payment in units Down Payment Amount in \$
 (+) First Monthly Payment = ~~\$3,121.60~~

Total Down Payment: \$ 3,121.60

Eligibility Conditions:

- The fee owner's property taxes are in good standing.
- The business is in good standing with the State of Minnesota and is not in violation of Hastings City Code.
- The property is located within the City of Hastings.
- The business meets the definition of eligible commercial properties as stated in the City of Hastings SAC & WAC Deferral Program and/or the Metropolitan Council's SAC Deferral Program.

Community Development Staff: Alex M... Date: 08/14/2024

Date of Determination: 12/11/23

Determination Expiration: 12/11/25

Greetings!

Please see the determination below.

Project Name: Awful Gato Coffee
Project Address: 214 2nd Street East
Suite #/Campus: N/A
City Name: Hastings
Applicant: Ryan Agrimson, Hyggefullr

Special Notes: It is the Council's understanding there will be no outdoor seating. If at any time outdoor seating is added, a determination is required, and additional SAC may be due.

Charge Calculation:

Food & Drink: 1179 sq. ft. @ 300 sq. ft. / SAC = 3.93

Total Charge: 3.93

Credit Calculation:

Retail (Grandparent 1880): 1179 sq. ft. @ 3050 sq. ft. / SAC = 0.39

Total Credit: 0.39

Net SAC: 3.54 = **4 SAC Due**

The business information was provided to MCES by the applicant at this time. It is the City's responsibility to substantiate the business use and size at the time of the final inspection. If there is a change in use or size, a redetermination will need to be made. If you have any questions email me at: sara.running@metc.state.mn.us.

Thank you,

Sara Running

SAC Technician

Please visit our SAC website by going to: <http://www.metrocouncil.org/SACprogram>

**CITY OF HASTINGS
AGREEMENT FOR DEFERRED PAYMENT OF WAC/SAC**

THIS DEFERRED PAYMENT AGREEMENT ("Agreement") is made this ____ day of _____, 20__ ("Effective Date"), between the City of Hastings, a Minnesota Municipal Corporation, having an address of 101 East 4th Street, Hastings, MN 55033, hereinafter referred to as "City" and **Marathon Properties of Hastings, LLC**, having an address of **214 2nd Street East, Hastings MN 55033**, the owner of property described below, hereinafter referred to as "Owner".

RECITALS

WHEREAS, Owner owns improved commercial real property located generally at **214 2nd Street East**, in the City of Hastings, Dakota County, Minnesota, and legally described as: **Mid 1/3 of Lot 2, Block 14, TOWN OF HASTINGS, Dakota County, Minnesota (the "Subject Property")**; and

WHEREAS, the Property Identification Number for the Subject Property is **193215014024**; and

WHEREAS, Owner intends to operate, or allow the operation of, **Collateral Coffee dba Awful Gato** ("Business") on the Subject Property; and

WHEREAS, Metropolitan Council Environmental Services ("MCES") is authorized by Minnesota Statute § 473.517, subdivision 3, to charge to the City sewer availability charges ("MCES SAC") upon redevelopment of real property for an expanded use; and

WHEREAS, Hastings City Code 51 .05(H) provides, in part, that at the time of expansions of existing sanitary sewer and water services that result in MCES SAC being levied, all water availability charges ("WAC"), MCES SAC, and City sewer availability charges ("Local SAC") shall be paid by the property owner and the number of WAC and Local SAC units charged shall be equal to the MCES SAC units charged; and

WHEREAS, MCES determined the net MCES SAC units to be charged as a result of the expansion on the Subject Property shall be **4.0** MCES SAC units. The resulting City charges will be **\$3,780.00** WAC and **\$11,828.00** Local SAC, totaling **\$15,608.00**; and

WHEREAS, Owner has requested that the City defer the resulting WAC and Local SAC (MECS SAC will be deferred according to the Master SAC Deferral Agreement executed by the City of Hastings and Metropolitan Council), pursuant to City policy, by assessing the charges against the Subject Property and with the assessed amount, plus interest and processing charges, paid by Owner in installments along with the real estate tax installments due for the Subject Property over a period of ten (10) years; and

WHEREAS, pursuant to the rules and regulations of the Metropolitan Council and applicable law, the City is authorized to defer payment on the City's SAC obligations for business properties within the City's jurisdiction in an amount not to exceed eighty percent (80%) of the Local SAC due for the Subject Property; and

WHEREAS, the City is willing to defer the WAC and Local SAC, in return for Owner's agreement to have the costs assessed against the Subject Property as provided in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the City's willingness to defer the WAC and Local SAC, the City and Owner agree as follows:

1. The foregoing Recitals are incorporated herein to the same extent as if they were repeated here.
2. Owner, for itself, its successors and assigns, agrees to have the Subject Property assessed for eighty

percent (80%) of the total amount of the WAC and Local SAC owed in the amount of **\$12,486.40** ("Base Assessment Amount"). An initial payment of **\$3,121.60** representing twenty percent (20%) of the total amount of WAC and Local SAC owed shall be due at the time of the issuance of the Building Permit from the City

3. Owner, for itself, its successors and assigns, agrees that the Base Assessment Amount assessed against the Subject Property shall be paid by Owner over a term of ten (10) years, with interest accruing at a rate of **2.06%** per year on the unpaid balance. Owner further agrees that the City shall assess an additional \$50.00 against the Subject Property which represents \$5.00 per year for the term of the assessment to offset the fees imposed by Dakota County for this assessment, plus the City's administrative fee.
4. Owner agrees the City shall certify this assessment against the Subject Property to Dakota County for collection with the real estate taxes payable in the year following the Effective Date and each year thereafter, without the necessity of the City complying with any of the procedural or notice requirements outlined in Minnesota Statutes, Chapter 429 or elsewhere.
5. In further consideration of the City's agreement to defer the WAC and Local SAC, Owner, for itself, its successors and assigns, also hereby waives any and all right to appeal the amount assessed against the Subject Property for the WAC and Local SAC, whether the basis for the appeal is that the assessment exceeds the benefits to the Subject Property; on any procedural basis; or on any other basis whatsoever.
6. Owner understands and agrees that nothing contained herein shall be construed as a deferral of the MCES SAC, as MCES SAC is being deferred through a separate agreement (the Master SAC Deferral Agreement) between the City of Hastings and Metropolitan Council. Owner shall pay the costs of recording this Agreement upon the public records of Dakota County.
7. If the Business ceases operations or moves from the Subject Property, the Owner is responsible for making the deferral payments required by this Agreement up until the time that the Owner informs the City in writing that the business has ceased operations or has moved from the Subject Property. The Owner must continue to make payments under this Agreement until MCES determines that the City is not required to pay MCES sewer availability charges related to the operation of the Subject Property.
8. The Owner shall be deemed in default of this Agreement for failure to make payments pursuant to the terms herein or any other breach of this Agreement and failure to cure the default within ten (10) days of the mailing of written notice by the City to Owner.
9. Upon default, the Owner must alert the City's Economic Development Director. At this time, the City will notify MCES about the closure and cease assessing the Subject Property for unpaid fees. If MCES requires the City to pay the sewer availability charge, any balance remaining due under this Agreement shall be due immediately and payable by the Owner without demand or notice by the City.
10. To the extent permitted by law, Owner agrees to pay all costs of collection, including reasonable attorneys' fees and legal expenses, incurred by the City in collection of any amounts due herein.
11. Notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid and deposited in the U.S. Postal Service, addressed to the parties as listed above.
12. None of the parties shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
13. The covenants, waivers and agreements contained in this Agreement shall run with the Subject Property and

shall bind future owners of the Property and their heirs, successors and assigns. Owner agrees to provide a copy of this Agreement to any buyer of the Subject Property before Owner signs a purchase agreement to sell the Subject Property.

14. The laws of the State of Minnesota shall govern this Agreement.
15. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining portions of this Agreement.
16. The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
17. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
18. Owner signs this Agreement and waiver with full understanding of its legal rights and acknowledges it has had sufficient opportunity to discuss this matter with an attorney of its choosing.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and Owner has caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF HASTINGS

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

Date

ACKNOWLEDGMENT

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this ___ day of _____, 20___, by Mary Fasbender and Kelly Murtaugh, the Mayor and City Clerk of the City of Hastings, a Minnesota Municipal Corporation.

Notary Public

OWNER

By:

Its:

Date

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, the _____ of _____, on behalf of the company.

Notary Public



SAC & WAC Payment Deferral

City of Hastings & Metropolitan Council

PROGRAM INFORMATION, GUIDELINES AND APPLICATION INSTRUCTIONS

City of Hastings
101 4th Street East, Hastings, MN 55033-1955
T: 651-480-2350 F: 651-437-7082
www.hastingsmn.gov

CITY OF HASTINGS

SAC & WAC PAYMENT DEFERRAL

PROGRAM INFORMATION, GUIDELINES AND APPLICATION INSTRUCTIONS

In order to minimize the impact of the Sewer Availability Charge (SAC) and Water Availability Charge (WAC) to businesses within the City of Hastings, the City can provide a deferral option to pay SAC and WAC fees over time, instead of an upfront payment due at the time of building permit issuance.

This program is in addition to the Metropolitan Council's SAC Deferral Program, adopted in April 2017. The MetCouncil SAC Deferral Program, which is targeted to small businesses (under 25 SAC units), is a means of assistance in paying Metropolitan Council SAC charges and allows a portion, up to 80%, of SAC to be paid over a period not to exceed ten years.

Under the updated program, the City of Hastings will enter into an agreement with eligible businesses and/or property owners to spread SAC and/or WAC payments over a ten year term. Property owners will be billed annually, on their property tax statement, for a period of ten years. If eligible, businesses and/or property owners have the option to utilize the Metropolitan Council SAC Deferral Program, the City of Hastings SAC & WAC Deferral Program, or both.

Metropolitan Council SAC Deferral Program: 10 year term; low interest rate*; 20% down, plus the first monthly payment; secured by the Deferred Payment Agreement; eligible to businesses with SAC unit determination of 25 units or less. This program is established and regulated by a Master SAC Deferral Agreement executed between the City of Hastings and Metropolitan Council.

City of Hastings SAC & WAC Deferral Program: 10 year term; low interest rate**; secured by the Deferred Payment Agreement; eligible to businesses with a SAC & WAC unit determination of 25 units or less. This program is established by City Ordinance and is intended to parallel the Metropolitan Council Program guidelines.

Participants in the program are allowed to defer a maximum of 25 SAC and/or 25 WAC units. Businesses with SAC and WAC determinations exceeding the program limits will be considered on a case by case basis. The business owner and/or property owner must agree to participate and fill out an application form with the requested information, in addition to executing the Deferred Payment Agreement.

If you have any questions or would like to submit an application for the City of Hastings SAC & WAC Deferral Program and/or the Metropolitan Council SAC Deferral Program, please contact John Hinzman, Community Development Director, at jhinzman@hastingsmn.gov or 651-480-2378.

**Metropolitan Council SAC Deferral Program: principal on the deferred amount will be amortized monthly at a fixed interest rate based on MCES' average cost of debt (per statute). MCES' average cost of debt, computed on December 31 each year, will be used as the interest rate for all new deferrals entered into the following calendar year.*

***City of Hastings SAC & WAC Deferral Program: principal on the deferred amount will be amortized monthly at a fixed interest rate based on the 10 year Treasury Rate, locked in after application approval, at time of closing/document signing.*

**CITY OF HASTINGS
SAC & WAC PAYMENT DEFERRAL APPLICATION**

SECTION 1: BUSINESS INFORMATION

Business Name: _____

Business Address: _____

Business Contact/Title: _____

Telephone: _____

Email: _____

SECTION 2: PROPERTY OWNER INFORMATION

Property Owner Name: _____

Address: _____

Property ID Number: _____

Telephone: _____

Email: _____

SECTION 3: SAC UNIT DETERMINATION (Please attach SAC Determination Letter)

Address on SAC Determination Letter: _____

Date on SAC Determination Letter: _____

Reference # on SAC Determination Letter: _____

SAC Units (must be less than 25 units): _____

SAC Credits: _____

Net SAC Units: _____

WAC Units (must be less than 25 units): _____

WAC Credits: _____

Net WAC Units: _____

SECTION 4: ELIGIBILITY

Please confirm by initialing the following to determine eligibility:

- _____ The property is located in the City of Hastings, MN.
- _____ The SAC Determination for the property is 25 units or less, prior to SAC credits.
- _____ The WAC Determination for the property is 25 units or less, prior to WAC credits.
- _____ I understand that the deferral term is not to exceed 10 years.
- _____ I understand that the maximum deferment amount is 80% and a down payment, equal to 20% of the total SAC and WAC fees is due at time of application approval.
- _____ I understand that the property owner will be billed monthly on their regular utility bill.
- _____ I understand that SAC and WAC credits are tied to the property and may not generally be transferred to another location.
- _____ I understand that in the event of a default, any outstanding payments will be assessed to the property and the property owners waives the right to contest the assessment.
- _____ I understand that, in the case of a business closure, the business or property owner must notify the City's Economic Development Coordinator. They City will verify the closure and future payment obligations will be waived. The site will not be credited with the portion of SAC & WAC not paid, but will receive credit for actual SAC & WAC paid.

I hereby certify that the above information and/or statements are true and correct to the best of my knowledge. I understand that any false statements may disqualify me, the property, or this business from the program.

Business Signature: _____ **Date:** _____

Property Owner Signature: _____ **Date:** _____

Community Development Staff Approval: _____ **Date:** _____

For Staff to Complete:

Permit Number: _____

Permit Issue Date: _____

Deferral Start Date: _____
 (1st day of month after MCES report due)

Percentage to be financed: _____
 (maximum of 80%)

SAC Deferral Amount: _____ X (% Financed) = _____ X _____ = _____
 (e.g. 5 SAC x 80% = 4) (# total SAC units) Deferred Units Current SAC Rate Deferral Amount in \$

WAC Deferral Amount: _____ X (% Financed) = _____ X _____ = _____
 (e.g. 5 SAC x 80% = 4) (# of total WAC units) Deferred Units Current WAC Rate Deferral Amount in \$

Total Down Payment: SAC _____ = _____
 Down payment in units Down Payment Amount in \$

(+)

WAC _____ = _____
 Down payment in units Down Payment Amount in \$

(+)

First Monthly Payment = _____

Total Down Payment: \$ _____

Eligibility Conditions:

_____ The fee owner's property taxes are in good standing.

_____ The business is in good standing with the State of Minnesota and is not in violation of Hastings City Code.

_____ The property is located within the City of Hastings.

_____ The business meets the definition of eligible commercial properties as stated in the City of Hastings SAC & WAC Deferral Program and/or the Metropolitan Council's SAC Deferral Program.

Community Development Staff: _____ **Date:** _____

SAC Deferral Program

Description and Application

To promote business development, Metropolitan Council Environmental Services (MCES) provides communities the option to participate in the SAC Deferral Program to defer some SAC payment obligations. This option allows deferral of up to 80% of SAC due for the wastewater demand created by businesses (communities are required to pass on the benefits of deferred SAC payments to the participating businesses). Businesses allowed to participate are those with a total SAC determination of 25 or fewer SAC units (before credits). To obtain these deferrals, communities must first complete and submit to MCES a signed master SAC Deferral Agreement (Agreement). This Agreement will be sent to interested communities for signature after the information in the following table is completed and returned to MCES.

1. Community: City of Hastings
2. Community Address: 101 4th Street East, Hastings MN 55033
3. Contact (Finance Director or CFO): Melanie Lammers, Finance Manager
4. Community-Wide Maximum Percent of SAC that can be Deferred: 80% (80% maximum)
5. Community-Wide SAC Deferment Period (years): 10 years
6. Payment Month(s): June & December

For 4, 5 and 6 above, each participating community has additional implementation options that will apply to all its deferrals:

4. For qualifying SAC liabilities (businesses with total determinations of 25 units or fewer), MCES allows the community to defer up to 80% of SAC due; however, a community can set a maximum that is lower than this (fill in this percentage above). Once this community maximum is set, the percentage deferred for each individual site deferral can be lower than this maximum but cannot be higher (e.g., a community chooses a 75% maximum, but a business chooses to pay 50% up front). For each individual deferment, this site-specific percentage must be noted on the MCES SAC-E Form, available at: <http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge/SAC-Forms.aspx#Activity>
5. Deferment period (term): Choose any whole number up to a maximum of 10 years. This term will apply to all deferrals from the community. However, note that the Agreement allows prepayment of the remaining principal (and interest up to the payoff date) at any time.
6. Timing of payments: MCES prefers annual payments due each year on the anniversary the Agreement was signed, but Communities may request a different payment schedule. Semi-annual payments are also allowed, on any month-end during the year (e.g., a schedule may be preferred that corresponds with local SAC collections, assessments, or other payments from businesses).

Communities are strongly encouraged to:

- Consider which staff will be responsible for authorizing SAC deferrals and what the process will be to implement site specific deferral arrangements as are allowed under the Agreement with MCES;
- Consider the need for policies or ordinances around your agreements or arrangements with business and property owners (In some cases they may have different interests);
- Consider in advance how to react if a business fails to pay, which will not relieve the community of its deferral payment obligation to MCES, unless the business closes as described below; and
- Review the Agreement with involved community staff and legal advisors before signing. Please note that this program is offered only as described in the Agreement; MCES does not anticipate changing it.

Once the Agreement is executed, SAC reporting staff in your community must also attach the MCES SAC-E form with their monthly SAC reporting for each qualified business for which the community is allowing the deferred SAC payment. Each deferral liability will be effective the first day of the subsequent month (e.g., for an April building permit that is due and typically reported in May, interest will begin accruing June 1).

Principal on the deferred amount will be amortized monthly at a fixed interest rate based on MCES' average cost of debt per statute. MCES' average cost of debt, computed on December 31 each year, will be used as the interest rate for all new deferrals entered into the following calendar year. For example, the average rate was 2.26% on 12/31/13, so all deferrals originating in 2014 will use this rate, and the rate will be fixed for the duration of each individual deferral. Near the end of January each year, MCES will provide the new interest rate (for deferrals started in the new calendar year) to participating communities.

If a participating business closes, the community has an option to discontinue making deferral payments to MCES. If this option is chosen, it requires a notification to MCES and a certification of the business closing. In this situation, the site will not be credited with the unpaid wastewater capacity (for future SAC determinations), but will get credit for each SAC unit paid. No payments will be refunded and no net credits will be transferrable off the site (unless and until a redevelopment requires less wastewater capacity). Alternatively, for each such business closure, the community has the option of simply finishing the payments to MCES, which will result in full SAC credit for the next use of the site.

Late payments on deferrals will incur an additional administrative charge of 2% per month plus interest, or higher as allowed by law.

SAC Deferral Example #1:

1. Community signs SAC Deferral Agreement in October 2013, establishing basic deferral terms including maximum amount deferred (e.g., 80%), standard community deferral length (e.g., 5 years), and the payment timing requested (e.g., billing only on anniversary of Agreement).
2. An 8-SAC unit business is permitted February 2014. On the SAC Activity Report for February, the community chooses a deferral and:
 - a) Pays 20% of the SAC for the site = $8 \times 20\% = 1.60 \times \$2485/\text{unit [2014 SAC rate]} = \3976

- b) Attaches SAC-E form that details the information for this individual deferral:
 - i. Property Address = 123 45th Street, City of XYZ
 - ii. Business Name = Acme Genetics, Ltd.
 - iii. Permit Issued Date = 2/15/14
 - iv. Start of Loan Date = 4/1/14 (1st day of month after SAC report is due)
 - v. Deferred amount = 8 SAC units X 80% = 6.40 X \$2485/unit = \$15,904
- 3. MCES sends an invoice detailing the amount due on the SAC deferral(s) in October 2014. In this single deferral example:
 - a) \$15,904 is spread over 5 years with monthly amortization at 2.26% interest (the 2014 interest rate) = \$280.57/month.
 - b) Payment on this loan = \$280.57 X 7 months (April through October) = \$1,963.99
 - c) Invoice is sent out annually (aggregating all community deferrals).
 - d) Payment is due in 30 days.

In this example, unless the deferral is prepaid, the community will pay for 12 months in 2015, 2016, 2017 and 2018, and only 5 months on the last year's invoice (2019). At that point the full 8 SAC is paid and creditable to future use.

SAC Deferral Example #2:

Same circumstances as above but the business closes in 2016 after community made 2 payments (for 7 months in 2014 and 12 months in 2015).

In June 2016, community notifies MCES that the business closed. Community has two options:

1. Continue remitting the remainder of the SAC deferral payments as scheduled. The full 8 SAC units will be credited to future use on the site as all units are paid for. Of course, if the new use is different, a new SAC determination must be made, and the community will owe SAC for any incremental capacity demand.
2. Discontinue accruing liability. The community still needs to pay for the 5 months that wastewater demand was needed in 2016, but has no obligation for the rest of the scheduled payments. Only what was paid is creditable for future use (24 months of 60 is paid = 40% X 6.4 SAC units = 2.56 credits available for the site, in addition to 1.60 units from the original down payment).

If you wish to participate in the deferral program and are ready for the master SAC Deferral Agreement, fill out the boxes at the top of this application and return it to Dan Schueller, MCES, 390 North Robert Street, St. Paul, MN 55101 or dan.schueller@metc.state.mn.us. If you have additional question you can call him at 651.602.1624. For questions about the SAC program in general, please call Jessica Nye at 651.602.1378. For SAC determinations, please call Karon Cappaert at 651.602.1118.

COMMUNITY: City of Hastings	No. 17M131-3
COMMUNITY ADDRESS: 101 4 th Street East, Hastings MN 55033	
CONTACT PERSON: Melanie Lammers, Finance Manager	
COMMUNITY-WIDE SAC DEFERRED AMOUNT: 80%	
COMMUNITY-WIDE SAC DEFERMENT PERIOD/TERM: 10 years	
PAYMENT MONTH(S): June & December	

MASTER SAC DEFERRAL AGREEMENT

THIS MASTER SAC DEFERRAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, with business offices at 390 Robert Street North, Saint Paul, Minnesota 55101 (“Council”), and the local government unit identified above as the “Community.”

Recitals

1. The Council owns and operates the metropolitan disposal system. Under Minnesota Statutes section 473.517, subdivision 3, the costs of acquisition, betterment and debt service associated with the “reserve capacity” of the system must be allocated among and paid by the respective local government units in the metropolitan area through a sewer availability charge (“SAC”) for each new connection or increase in capacity demand to the metropolitan disposal system within each local government unit.
2. Individual property or business owners whose properties are either newly connected or increase capacity demand to the metropolitan disposal system do not pay SAC to the Council. However, local government units that pay SAC to the Council for new connections or increased capacity demands typically pass on those costs to property and business owners by assessing property and business owners a “Local SAC” which sometimes includes local add-on charges.
3. Minnesota Statutes section 473.517, subdivision 6 authorizes the Council to provide for the deferment of payment of all or part of the allocated costs which are allocated by the Council to a local government unit in any year pursuant to section 473.517, subdivision 3. The deferments are repayable at such time or times as the Council shall specify, with interest.
4. At its November 28, 2012 meeting, the Council adopted changes to its SAC program including a small business SAC deferral program. The changes became effective January 1, 2013. At its January 22, 2014 meeting, the Council adopted changes to the SAC deferral program that became effective immediately upon adoption.
5. The Council wants to encourage and help communities promote business development by deferring community SAC payment obligations pursuant to Minnesota Statutes section 473.517, subdivision 6, so participating communities may pass through to businesses the benefits of deferred SAC payments by the communities. The Council’s *Sewer Availability Charge Procedure Manual*

(January 2014) states that communities that want to participate in a SAC deferral program must execute a standard master SAC deferral agreement with the Council.

6. To obtain a deferment of a SAC payment obligation and provide assistance to businesses, communities will submit to the Council a signed master SAC deferral agreement. For the term of the master agreement, communities will have the option to note on their monthly SAC reporting, on forms as provided by the Council, the eligible SAC liabilities for which the communities are requesting a SAC payment deferment from the Council. For each such subject SAC liability the deferment will be effective as of the first day of the subsequent month (e.g., for an April building permit that is reported for SAC in May, the deferment will be effective as of June 1).

7. In order to define the rights and obligations of the Community and the Council and the relevant SAC deferral arrangements, the Community and the Council agree as follows:

Article 1 - Definitions

1.1 Definition of Terms. Unless otherwise provided or indicated by the context, the terms defined in this article have the meanings given them in this article. Capitalized terms or phrases used in this Agreement have the meanings given them in the most recent version of the Council's *Sewer Availability Charge Procedure Manual* (the "*SAC Procedure Manual*").

- (a) **Community.** "Community" means a "Community" or "Customer Community" as those terms are defined in the *SAC Procedure Manual*.
- (b) **Determination.** "Determination" has the meaning ascribed to that term in the *SAC Procedure Manual*.
- (c) **Regional Portion of Local SAC.** The "Regional Portion of Local SAC" means that portion of the Community's SAC payment obligations to the Council that the Community passed on to properties within the Community's jurisdiction and does not include any local add-on charges.
- (d) **SAC Deferred Amount.** "SAC Deferred Amount" means the amount of the Community's SAC obligation under Minnesota Statutes section 473.517, subdivision 3 that has been deferred pursuant to Minnesota Statutes section 473.517, subdivision 6 and the terms and conditions of this Agreement.
- (e) **Business.** "Business" means a property or business for which the aggregate SAC Determination results in a liability of twenty-five (25) SAC units or less, before application of any Credits available on the Site. Business does not include *any type* of "Residential Property" or "Publicly Assisted Housing" as those terms are defined in the *SAC Procedure Manual*; nor does it include motels, hotels, camps, nursing homes, senior housing or prisons. Business includes "Commercial Properties," as that term is defined in the *SAC Procedure Manual*, but only when the aggregate SAC Determination for a Commercial Property is twenty-five (25) SAC units or less, before any applicable Credits.

Article 2 – SAC Deferred Amount; Interest; Payments

2.1 SAC Deferred Amount. Subject to the terms and conditions of this Agreement and applicable law, the Council will allow the Community to defer payment on the Community's SAC obligations for Business properties within the Community's jurisdiction in an amount not to exceed eighty percent (80%) of the SAC due for the properties that are either newly connected or increase capacity demand to the metropolitan disposal system. The percentage by which the Community elects to defer payment on the Community's SAC obligations must be applied on a community-wide basis to all participating Businesses within the Community's jurisdiction. The "Community-Wide SAC Deferred Amount" is stated as a percentage on Page 1 of this Agreement. The deferment is available only to properties for which the aggregate Determination is twenty-five (25) SAC units or less. In each instance in which the Community exercises this deferment option, the SAC amount that is not deferred is due and payable at the time the SAC liability is incurred by the Community. Payments on the non-deferred amounts are due with the regular SAC reporting to the Council, pursuant to the *SAC Procedure Manual*. The deferred SAC liability begins accruing interest on the first day following the regular SAC reporting.

2.2 Interest. Annually at each calendar year-end, the Council will determine the average rate on its wastewater bonds, pursuant to Minnesota Statutes section 473.517, subdivision 6. All new SAC deferments during the following calendar year will be subject to that interest rate, but that interest rate will be fixed for the duration of the deferment period for each deferral originated in that calendar year. Interest on unpaid SAC Deferred Amount balances will be computed in whole months, however, payments to the Council can be annual.

2.3 Payments. When the Council invoices the Community for payments on its SAC Deferred Amount, the Council will provide the Community with a payment schedule that amortizes the SAC Deferred Amount and interest on that deferred amount over the term of the deferment period. The Community's payment schedule will list the Business properties for which the Community elected to defer payments on the Community's SAC obligations to the Council. The Community will make payments to the Council at least annually. The Community may elect to make payments semi-annually or more frequently to correspond with the Community's Local SAC collections, assessments or other payments from Businesses, but the same payment schedule must apply to all Community SAC Deferred Amounts. The month(s) the Community elected to make its SAC payments to the Council under the payment schedule are identified on Page 1 of this Agreement as the "Payment Month(s)." The Community may repay or prepay the Council the unpaid balance of a SAC Deferred Amount at any time prior to the end of the deferment period. Any repayment or prepayment made by the Community shall be without penalty to the Community. The Community's payment schedule will be recalculated during the term of the deferment period to reflect: (a) repayments or prepayments by the Community; (b) the Community's election (if any) to discontinue making payments on its SAC Deferral Amount for a Site pursuant to Section 4.2(b); (c) any Community payments to the Council pursuant to Section 4.1(b); or (d) the addition of new Business properties for which the Community elects to defer payment on the Community's SAC obligations to the Council.

2.4 Local SAC Payments from Businesses. Subject to the limitation stated in Sections 3.2 and 4.1, the Community may enter into a payment or other agreement with each Business for payment of Local SAC to the Community on terms and conditions agreed to by the Community and the Business. Except as described in Section 4.2, failure of a Business to make its Local SAC payments to the Community or the Community's failure (or choice) not to assess or collect Local SAC from a Business shall not relieve the Community of its obligation to pay the Council any unpaid SAC

Deferred Amount, plus interest, or otherwise meet its SAC payment obligations under Minnesota Statutes section 473.517, subdivision 6 or other law.

Article 3 - Term of Deferments

3.1 Term of Agreement. Unless otherwise terminated pursuant to this Agreement, this Agreement shall remain in force and effect until the term of the last deferral period expires for Business properties listed on the Community's payment schedule. The Council reserves the right to cancel, suspend or modify its SAC deferral program at any time and for any reason upon thirty (30) calendar days written notice to the Community. If the Council cancels, suspends or modifies its SAC deferral program it will honor all existing SAC deferrals which the Community elected to make under this Agreement prior to the cancellation, suspension or modification. The Community is responsible for giving timely notice to the Community's participating Businesses or prospective participant Businesses of any cancellation, suspension or modification of the Council's SAC deferral program that may affect the Community's local SAC deferral program.

3.2 Term of Deferral. The Community elects the term of the SAC deferrals between the Council and the Community, but the maximum term of a Community's SAC deferral shall not exceed ten (10) years. The Community may have only one SAC deferral period and must have the same SAC deferral period for all Business properties covered by this Agreement. The Community's "Community-Wide SAC Deferral Period" is identified on Page 1 of this Agreement.

Article 4 – Local SAC Deferrals

4.1 Local Terms and Conditions. The Community will be responsible for identifying property and business owners that qualify for the Community's SAC deferral program pursuant to any Community terms or conditions. The Council will disapprove a Community deferral request only if a property or business owner does not qualify as a Business as defined in this Agreement. Because the Council's SAC deferral program is intended to benefit Businesses, the Community must administer its local SAC deferral program in a revenue-neutral manner. The Community agrees its SAC payments to the Council will not be less than the Regional Portion of Local SAC payments the Community receives from participating Businesses.

- (a) **Local Deferral Period.** The Community agrees it will not allow a Business a less generous deferral period (*i.e.*, a shorter deferral period) for payment of the Regional Portion of Local SAC than the term of the Community's Community-Wide Deferral Period. This Agreement is not intended to govern the payment or deferral of any local add-on charges by the Community (if any) for Business properties.
- (b) **Local Deferred Amount.** The Regional Portion of Local SAC deferred by the Community for a Business's benefit shall not be less than the Community's SAC Deferred Amount. If a Business elects to prepay the Community some or all of the Regional Portion of Local SAC deferred by the Community, the Community must make a like payment to the Council to cover the Community's SAC obligations to the Council for the Business property. If a Business elects to prepay some of the Regional Portion of Local SAC deferred by the Community the Council will recalculate the Community's payment schedule.

4.2 Unpaid Local SAC. If a Business ceases operations or moves from the Site and does not require the incremental wastewater capacity represented by the SAC deferral, the Community may exercise one of the following two options:

- (a) **Continue SAC Payments.** The Community may continue to make its payments to the Council under the payment schedule. If the Community elects this option it will accrue SAC Credits for the Site in accordance with the SAC Credit provisions of the *SAC Procedure Manual*.
- (b) **Discontinue SAC Payments.** The Community may discontinue making its payments to the Council on the Community's SAC Deferral Amount for the Site. The Community must notify the Council if the Community elects this option and it must certify to the Council that the incremental capacity no longer is needed at the Site. The Community is responsible for making all SAC payments on the SAC Deferral Amount that were due prior to the notice. The Site will not be credited with the portion of the wastewater capacity not paid (for future SAC Determinations), but will receive Credit for actual SAC paid (including partial units). No Community SAC deferral payments to the Council will be refunded. Net Credits will be available to the Community for Community-Wide Credits only if a new SAC Determination establishes a permanent reduction of capacity demand.

4.3 Late Community Payments. If the Community makes a late SAC deferral payment to the Council, an additional administrative charge of two percent (2%) of the unpaid balance of the SAC Deferred Amount per month (or such higher interest rate allowable under law) will be applied.

Article 5 - Notices

5.1 Written Notices. Any notice, request, demand and other correspondence required by or made in accordance with this Agreement shall be in writing and delivered:

To the Council: Metropolitan Council
Attn: MCES Finance Director
390 Robert Street North
Saint Paul, Minnesota 55101-1806

To the Community: The Community's "Contract Person" identified on Page 1
At the "Community Address" identified on Page 1

5.2 Notice Delivery. Any notices or other correspondence shall be deemed to have been received: (a) three (3) calendar days after the date on the notice if the notice is sent by U.S. Mail; or (b) the next business day from the date on the notice if the notice is sent by facsimile or by e-mail.

Article 6 - Defaulting Liabilities

6.1 Liability. To the extent permitted or authorized by law, the Community will hold the Council harmless and indemnify the Council against any actions, charges, claims, costs, damages, demands, expenses, liabilities, losses and proceedings which the Council may suffer or be subject to as a result of any default by a Business or the Community of the Community's SAC payment obligations under this Agreement or under applicable law. A Business's failure to pay Local SAC shall not relieve the Community of its obligation to pay the Community's SAC obligations to the Council. Nothing in this Agreement shall be interpreted as a waiver of any liability limitations or immunities granted to

the Council and the Community by Minnesota Statutes chapter 466 or by other applicable state or federal law.

6.2 Survival of Terms. Notwithstanding any other provision of this Agreement, the validity of this Article and the Community's obligation to pay its SAC obligations shall survive the expiration or termination of this Agreement.

Article 7 - Miscellaneous

7.1 Dispute Resolution. Any dispute arising under this Agreement shall be settled through consultations between the Council's and the Community's representatives. If an agreement regarding a dispute cannot be reached within thirty (30) days upon notice of a dispute from the Council or the Community, either party is then entitled to bring such dispute before the courts of this state or take such action as otherwise allowed by law.

7.2 Exercise of Rights. Any rights, powers and remedies granted to the Council and the Community by this Agreement shall not preclude or limit any other rights, powers and remedies available to the Council or the Community in accordance with law and other provisions of this Agreement. The exercise of any rights, powers and remedies by the Council or the Community shall not preclude the Council or the Community from exercising any other rights, powers and remedies available to the Council or the Community. No failure or delay by the Council or the Community to exercise any of their respective rights, powers and remedies under this Agreement or in accordance with applicable laws shall be construed as a waiver of such rights, powers, and remedies. The waiver of any right, power or remedy, in whole or in part, shall not preclude the Council or the Community from exercising any of their other respective rights, powers or remedies.

7.3 Severability of Provisions. Each provision in this Agreement shall be severable from and independent of the other provisions. If one or more provisions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in force and effect.

7.4 Amendments and modifications. Any amendments or modifications to this Agreement shall be in writing and shall become effective only upon execution of the amendment by the Council's and the Community's authorized representatives.

7.5 Assignment. The Community shall not assign any of its rights or obligations under this Agreement to any third party, even if the Site which was the subject of the SAC liability is removed from the jurisdiction of the Community. The Community may not barter, trade, sell or otherwise treat any SAC payment obligation deferrals or SAC Credits as a commodity and the Council will not honor any agreements between the Community and any third parties that purport to barter, trade, sell or otherwise treat any SAC payment obligation deferrals or SAC Credits as a commodity.

7.6 Successors. This Agreement shall be binding on the legal successors of the Council and the Community, whether by operation of law or otherwise.

7.7 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Community and the Council represent and warrant on the Community's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Community's

and the Council's behalf respectively and that this Agreement constitutes the Community's and the Council's valid, binding and enforceable agreement.

IN WITNESS WHEREOF, the Community and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

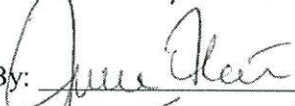
COMMUNITY

By: 

Print Name: Paul J. Hicks

Title: MAYOR

Date: 4/17/2017

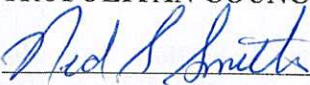
By: 

Print Name: Julie KAVAN

Title: City Clerk

Date: 4/17/2017

METROPOLITAN COUNCIL

By: 

Print Name: Ned S. Smith

Title: Director, MCFE Finance & Revenue

Date: 4/26/17



City Council Memorandum

To: Mayor Fasbender and City Council
From: City Administrator Dan Wietecha
Date: August 19, 2024
Item: Community Investment Fund

Council Action Requested:

Approve Community Investment Fund projects: \$16,400 for Pre-Production Expenses for George Daniels Exhibit at LeDuc Historic Estate and \$5,000 for AED installation at Roadside Tennis/Pickleball Courts.

Background Information: As part of the 2024 Budget, the City Council continued the Community Investment Fund and allocated \$100,000 in funding. After funding was allocated for CIF projects in March and May, a balance of \$46,787 remains unallocated.

Dakota County Historical Society has recently applied for \$16,400 to begin pre-production of the George Daniels Exhibit at the LeDuc Historic Estate. Pre-production includes commissioned artwork, costumes, dress forms, and images for exhibit use. This would help leverage an additional \$94K grant application through the Minnesota Historical Society.

Hastings Pickleball Association has recently applied for \$5,000 to install an automated electronic defibrillator (AED) at the Roadside Tennis/Pickleball Courts.

Financial Impact:

\$21,400

Council Committee Discussion:

Finance Committee recommendation 8/14/2024

Attachments:

N/A



City Council Memorandum

To: Mayor Fasbender & City Council members
From: Chris Eitemiller, Finance Manager
Date: August 19, 2024
Item: BS&A Payment Module Contract Addendum

Council Action Requested:

Approve contract addendum for the BS&A payment module.

Background Information:

Prior to implementation of the new BS&A financial system, the City was presented with the option to add the BS&A module to accept payments, which we did. This required an addendum to the City's contract with the vendor.

Financial Impact:

- There is no cost to the City. All expenses will be paid by customers via transaction convenience fees.

Committee Discussion:

Not Applicable

Attachments:

- BS&A Integrated Payments module contract addendum.

Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the City of Hastings, MN (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”). Effective as of May 13, 2024.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. Payment Processing Services

1.1 Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Services Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

1.2 Customer Information and onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving,

holding, and settling funds from Customer's customer (the cardholder) on Customer's behalf. In such event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2. Payment Terms

2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2 Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's discovery of the error or it will waive such claim.

2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer.

Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

3.1 Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the [Stripe Restricted Businesses List](#). Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

3.4 Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive

termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5. Liability

5.1 Indemnification.

5.1.1 In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.

5.1.2 In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY

OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 Force Majeure. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 Term. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current term.

6.2 Termination. This Addendum will automatically terminate upon termination of the Agreement.

6.3 Termination . In addition to the termination rights set forth under the Agreement, either party will have the right to terminate this Addendum immediately, with or without notice, for: (a) breaches any provision of this Addendum or any Stripe Agreements; (b) the Stripe Agreements or the Customer's Stripe Connected Account terminate for any reason;; (d) either party or their employees and agents violate any applicable laws or Network Rules; or (e) either party is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason.

6.4 Effect of Termination. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

7.1 Precedence. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. BS&A shall only request an amendment to this Addendum for

applicable fees and rates at time of renewal . BS&A must give Customer ninety (90) days' prior notice of increase in fees and rates so that Customer may consider such increases prior to any automatic renewal term. For any other material amendments, BS&A shall give Customer thirty (30) days' prior notice of the request for any amendment. If Customer does not agree to any material amendment it may terminate this Addendum without penalty within thirty (30) days of receiving notice of the amendment. Failure to terminate this Addendum prior to the effective date of the amendment, or any continued use of the Payment Processing Services following the effective date of the amendment, will constitute Customer's acceptance of and agreement to the amendment. Notwithstanding the foregoing, the termination right set forth herein will not apply to any amendment which, in BS&A's sole and absolute discretion, is required to comply with applicable laws or Network Rules, or to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A's vendors and service providers.

7.3 Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

BS&A Software

Kellie Kucik, Integrated Payments Team, BS&A Software

CITY OF HASTINGS

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

X

Chris Eitemiller

Finance Manager, City of Hastings

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.8%	\$0.50
Tax	2.8%	\$0.50
Misc.	2.8%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

Device	Price	No. of Devices	Total
S700 Terminal	\$300 + Tax & Shipping	3	Complementary



City Council Memorandum

To: Mayor Fasbender and City Council
From: Lindsey Duggan, Community Development Intern
Date: August 19, 2024
Item: Special Use Permit – Cannabis Retail Sales – Westview Smokes – 1355 South Frontage Rd

Council Action Requested:

Adopt the attached resolution granting a Special Use Permit (SUP) for cannabis retail sales for Westview Smokes on property located at 1355 South Frontage Rd owned by Ein Karem Properties LLC. A separate cannabis licensing permit is scheduled for consideration under the Administration section of the City Council Agenda.

SUP approval requires six of seven Councilmembers.

Advisory Commission Review:

The Planning Commission voted 6-1 to recommend approval of the request as presented at the August 19, 2024 meeting. No one spoke for or against the item during the public hearing. The applicant was cited for selling cannabis products without City permits. Commissioners discussed issuance of permits to sell cannabis in situations where cannabis was sold without permits.

Attachments:

- Resolution – SUP
- Planning Commission Staff Report – August 12, 2024

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING
A SPECIAL USE PERMIT FOR THE RETAIL SALE OF CANNABIS PRODUCTS AT
1355 SOUTH FRONTAGE ROAD FOR WESTVIEW SMOKES**

WHEREAS, Westview Smokes has applied for a Special Use Permit for the retail sales of cannabis products at Westview Smokes. The property is owned by Ein Karem Properties LLC and generally located at 1355 South Frontage Rd and legally described as Lot 1 thru 3, Block 2 all in WESTVIEW SHOPPING CENTER 2ND ADDITION, Dakota County, Minnesota; and

WHEREAS, on August 12, 2024 the Hastings Planning Commission held a public hearing and recommended approval of the action as presented; and

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

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

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

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk’s Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.
- 3) The Special Use Permit shall be limited to the leasable space currently occupied by Westview Smokes and shall not be valid for remaining portions of the property.
- 4) Approval is subject to a one-year Sunset Clause; if operation does not commence within one year of City Council approval, the approval is null and void.

Adopted by the Hastings City Council on August 19, 2024, by the following vote:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

|

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

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

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

Kelly Murtaugh, City Clerk

SEAL STICKER

|



Planning Commission Memorandum

To: Planning Commission

From: Lindsey Duggan, Community Development Intern

Date: August 12, 2024

Item: Public Hearing – Special Use Permit (SUP) – Cannabis Retail Sales – Westview Smokes – 1355 South Frontage Rd. Suite 420

REQUEST

The Planning Commission is asked to take the following actions related to the Special Use Permit (SUP) application of Westview Smokes to conduct cannabis retail sales at Westview Smokes located at 1355 South Frontage Rd. Suite 420 on property owned by Ein Karem Properties LLC:

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

BACKGROUND INFORMATION

Cannabis Business Regulations

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

Cannabis Business License

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

Notification and Public Hearing

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

Comprehensive Plan Classification

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

Zoning Classification

The property is C-4 –Regional Shopping Center. The C-4 District allows for cannabis retailers as a special use.

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	South Frontage Rd - McDonalds - Farmers Insurance - Wells Fargo - Auto Doctor - Speedway	C-4	Commercial
East	Former Hastings Theater	C-4	Commercial
South	Medium-High Density Residence	R-3	Residential
West	Public Land	R-1	Residential

Existing Condition

Westview Smokes has been in operation for a number of years. Recently they have obtained a misdemeanor for violating Hastings City Ord 117.03 by selling THC Product without a city license.

SPECIAL USE PERMIT REVIEW

Background

Hastings City Code Chapter 155.32, Subd. C.6 – allows cannabis retailers and edible retailers as a “special use” within the C-4 Zoning District, subject to the requirements of 155.07, Subd. J as follows:

2. *Performance Standards.*
 - a. A cannabis business shall only operate in an authorized zoning district with approved State and local license or registration.
 - b. Any person selling or distributing cannabis products shall require proof of age by means of government issued photographic identification from the prospective purchaser showing purchaser is twenty-one (21) years old or older.

- c. Signage identifying the legal sales age and the age verification requirement shall be posted at the point of sale. The required signage shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase. The sign shall provide notice that all persons responsible for selling these products must verify the age of any person under thirty (30) years of age, by means of photographic identification required in this section, containing the bearer's date of birth.
- d. Cannabis products must comply with the testing, labeling and packaging requirements in Minnesota State law.
- e. No sales or distribution of intoxicating cannabis products shall be allowed at the licensed premises after 10:00 p.m. or before 8:00 a.m.
- f. It shall be unlawful for a retailer to allow the sale of intoxicating cannabis products or cannabis related devices by any means whereby a customer has access to such items without having to request the item from the retailer or the retailer's employee. There shall be a physical exchange of the intoxicating cannabis product or cannabis-related devices between the retailer or the retailer's employee and the customer. All intoxicating cannabis products and cannabis-related devices shall be either store behind a counter or other area not freely accessible to customers, or in a storage unit or case not open and accessible to the general public.
- g. All retail establishments of intoxicating cannabis products shall have a security plan approved by the Police Chief stating how the facility will address public health, welfare and safety concerns including, but not limited to security, fencing, lighting, window coverings, door placement, and landscaping.
- h. **Compliance Checks and Inspections**
All licensed premises must be open to inspection by the local law enforcement or other authorized City officials during regular business hours. From time to time, but at least once per year, the City will conduct compliance checks on Retailers and Edible Retailers of intoxicating cannabis products by engaging persons between the ages of seventeen (17) and twenty-one (21) years, to enter the licensed premises to attempt to purchase intoxicating cannabis products. Persons used for compliance checks are not guilty of the unlawful purchase or attempted purchase, nor the unlawful possession of intoxicating cannabis products when the items are obtained or attempted to be obtained as a part of the compliance check. No person used in compliance checks may attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check may answer all questions about the person's age asked by the retailer or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section prohibits compliance checks authorized by State or Federal laws for educational, research or training purposes, or required for the enforcement of a particular State or Federal law.

3. *Prohibited Acts.*

- a. It shall be unlawful for any person to sell, purchase, obtain or otherwise provide any intoxicating cannabis product to any person under the age of twenty-one (21).

- b. It shall be unlawful for any person under the age of twenty-one (21) to possess any intoxicating cannabis product. This chapter shall not apply to persons under the age of 21 lawfully involved in a compliance check.
- c. It shall be unlawful for any person under the age of twenty-one (21) to use or consume any intoxicating cannabis product, unless it is legally authorized medical cannabis.
- d. It shall be unlawful for any person under the age of twenty-one (21) attempt to disguise the person's true age by the use of a false form of identification, whether the identification is that of another person or one in which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person, in order to purchase any intoxicating cannabis product.
- e. No adult-use cannabinoid or cannabis product may contain more than 0.3% of THC
- f. No edible cannabis product can contain an amount of THC that exceeds the per serving or per packaging requirements in Minnesota State law.
- g. No intoxicating cannabis product may be sold to an obviously intoxicated person or a person under the influence of a controlled substance.
- h. No one under the age of twenty-one (21) shall sell intoxicating cannabis products.
- i. Intoxicating cannabis products cannot be sold in vending machines, by transient merchants, peddlers, at a movable place of business, through a drive-through window, at special events, home occupations, by internet sales or delivery service.
- j. No sampling or free donation or distributions of intoxicating cannabis products is allowed.
- k. No sales of intoxicating cannabis products may be completed through self-check-out. The retailer or retailer's employee must process each transaction at a point of sale.

Analysis

- Cannabis sales are allowed as a special use within C-4 zoning district. Operational license to be considered by City Council.
- The above are also part of the annual licensing requirements. The Hastings Police Department has approved the security plan for the facility and the business is subject to periodic review by the Hastings Police Department.

Special Use Permit Requirements

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenient traffic flow and control, and access in case of fire or catastrophe; **Ingress and egress to the property will be unchanged. The sale of cannabis products on site will not require changes to ingress and egress.**
2. Off-street parking and loading areas where required, with particular attention to division (E)(2)(b)5. a. above, and the economic, noise, glare, or odor effects of the special use on

adjoining properties and properties generally in the district; **Parking and loading is adequate, and the proposed use will not require changes. The property is surrounded by other commercial uses as well as a large parking lot.**

3. Refuse and service areas, with particular reference to items divisions (E)(2)(b)5.a. and (E)(2)(b)5. b. above; **The sale of cannabis products will not increase the need for refuse areas.**
4. Utilities, with reference to locations, availability, and compatibility; **Utility service is adequate and will not change with cannabis sales.**
5. Screening and buffering with reference to type, dimensions, and character; **Screening and buffering is adequate and will not change with cannabis sales.**
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; **Staff is not aware of any changes to signage.**
7. Required yards and other open space; **Yards and open space are unchanged.**
8. General compatibility with adjacent properties and other properties in the district. **Property abuts mostly commercially zoned properties.**

Recommendation

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

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

Attachments

- Location Map
- Site Picture
- Application

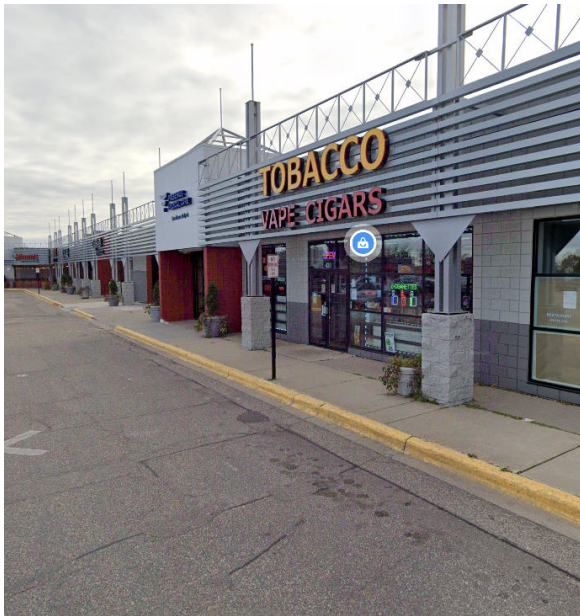
LOCATION MAP



SITE PICTURES



Looking south from front parking lot off 12th St. W



Looking west from front parking lot off
12th St. W



Looking east from front parking lot off
12th St. W



City Council Memorandum

To: Mayor Fasbender and City Council

From: Lindsey Duggan, Community Development Intern

Date: August 19, 2024

Item: Special Use Permit – Cannabis Retail Sales – Hastings Tobacco – 1769 Market Blvd

Council Action Requested:

Adopt the attached resolution granting a Special Use Permit (SUP) for cannabis retail sales for Hastings tobacco on property located at 1769 Market Blvd owned by Hastings Marketplace Station LLC. A separate cannabis licensing permit is scheduled for consideration under the Administration section of the City Council Agenda.

SUP approval requires six of seven Councilmembers.

Advisory Commission Review:

The Planning Commission voted 6-1 to recommend approval of the request as presented at the August 19, 2024 meeting. No one spoke for or against the item during the public hearing. The applicant was cited for selling cannabis products without City permits. Commissioners discussed issuance of permits to sell cannabis in situations where cannabis was sold without permits.

Attachments:

- Resolution – SUP
- Planning Commission Staff Report – August 12, 2024

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING
A SPECIAL USE PERMIT FOR THE RETAIL SALE OF CANNABIS PRODUCTS AT
1769 MARKET BLVD FOR HASTINGS TOBACCO**

WHEREAS, Hastings Tobacco has applied for a Special Use Permit for the retail sales of cannabis products at Hastings Tobacco. The property is owned by Hastings Marketplace Station LLC and generally located at 1769 Market Blvd. It is legally described as Lot 3, Block 1 all in HASTINGS MARKETPLACE WEST, Dakota County, Minnesota; and

WHEREAS, on August 12, 2024 the Hastings Planning Commission held a public hearing and recommended approval of the action as presented; and

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

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

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

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk’s Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.
- 3) The Special Use Permit shall be limited to the leasable space currently occupied by Hastings Tobacco and shall not be valid for remaining portions of the property.
- 4) Approval is subject to a one-year Sunset Clause; if operation does not commence within one year of City Council approval, the approval is null and void.

Adopted by the Hastings City Council on August 19, 2024, by the following vote:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

|

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

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

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

 Kelly Murtaugh, City Clerk

SEAL STICKER



Planning Commission Memorandum

To: Planning Commission

From: Lindsey Duggan, Community Development Intern

Date: August 12, 2024

Item: Public Hearing – Special Use Permit (SUP) – Cannabis Retail Sales – Hastings Tobacco 1 Inc. – 1769 Market Blvd

REQUEST

The Planning Commission is asked to take the following actions related to the Special Use Permit (SUP) application of Hastings Tobacco 1 Inc. to conduct cannabis retail sales at Hastings Tobacco located at 1769 Market Blvd on property owned by Hastings Marketplace Station LLC:

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

BACKGROUND INFORMATION

Cannabis Business Regulations

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

Cannabis Business License

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

Notification and Public Hearing

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

Comprehensive Plan Classification

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

Zoning Classification

The property is C-4 –Regional Shopping Center. The C-4 District allows for cannabis retailers as a special use.

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	Dakota Summit DaVita Dialysis	C-4	Commercial
East	Arby's Culvers	C-4	Commercial
South	Hastings Marketplace West Outlot	C-4	Commercial
West	Xcel Energy Substation	Nininger Twp	Commercial

Existing Condition

Hastings Tobacco has been in operation for a number of years. They recently received a misdemeanor on June 18, 2024 for violating Hastings City Ord 117.03 by selling THC Product without a city license.

SPECIAL USE PERMIT REVIEW

Background

Hastings City Code Chapter 155.32, Subd. C.6 – allows cannabis retailers and edible retailers as a “special use” within the C-4 Zoning District, subject to the requirements of 155.07, Subd. J as follows:

2. Performance Standards.

- a. A cannabis business shall only operate in an authorized zoning district with approved State and local license or registration.
- b. Any person selling or distributing cannabis products shall require proof of age by means of government issued photographic identification from the prospective purchaser showing purchaser is twenty-one (21) years old or older.
- c. Signage identifying the legal sales age and the age verification requirement shall be posted at the point of sale. The required signage shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase. The sign shall provide notice that all persons responsible for selling these products must verify the age of any person under thirty (30) years of age, by means of

photographic identification required in this section, containing the bearer's date of birth.

- d. Cannabis products must comply with the testing, labeling and packaging requirements in Minnesota State law.
- e. No sales or distribution of intoxicating cannabis products shall be allowed at the licensed premises after 10:00 p.m. or before 8:00 a.m.
- f. It shall be unlawful for a retailer to allow the sale of intoxicating cannabis products or cannabis related devices by any means whereby a customer has access to such items without having to request the item from the retailer or the retailer's employee. There shall be a physical exchange of the intoxicating cannabis product or cannabis-related devices between the retailer or the retailer's employee and the customer. All intoxicating cannabis products and cannabis-related devices shall be either store behind a counter or other area not freely accessible to customers, or in a storage unit or case not open and accessible to the general public.
- g. All retail establishments of intoxicating cannabis products shall have a security plan approved by the Police Chief stating how the facility will address public health, welfare and safety concerns including, but not limited to security, fencing, lighting, window coverings, door placement, and landscaping.
- h. **Compliance Checks and Inspections**
All licensed premises must be open to inspection by the local law enforcement or other authorized City officials during regular business hours. From time to time, but at least once per year, the City will conduct compliance checks on Retailers and Edible Retailers of intoxicating cannabis products by engaging persons between the ages of seventeen (17) and twenty-one (21) years, to enter the licensed premises to attempt to purchase intoxicating cannabis products. Persons used for compliance checks are not guilty of the unlawful purchase or attempted purchase, nor the unlawful possession of intoxicating cannabis products when the items are obtained or attempted to be obtained as a part of the compliance check. No person used in compliance checks may attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check may answer all questions about the person's age asked by the retailer or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section prohibits compliance checks authorized by State or Federal laws for educational, research or training purposes, or required for the enforcement of a particular State or Federal law.

3. Prohibited Acts.

- a. It shall be unlawful for any person to sell, purchase, obtain or otherwise provide any intoxicating cannabis product to any person under the age of twenty-one (21).
- b. It shall be unlawful for any person under the age of twenty-one (21) to possess any intoxicating cannabis product. This chapter shall not apply to persons under the age of 21 lawfully involved in a compliance check.
- c. It shall be unlawful for any person under the age of twenty-one (21) to use or consume any intoxicating cannabis product, unless it is legally authorized medical cannabis.

- d. It shall be unlawful for any person under the age of twenty-one (21) attempt to disguise the person's true age by the use of a false form of identification, whether the identification is that of another person or one in which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person, in order to purchase any intoxicating cannabis product.
- e. No adult-use cannabinoid or cannabis product may contain more than 0.3% of THC
- f. No edible cannabis product can contain an amount of THC that exceeds the per serving or per packaging requirements in Minnesota State law.
- g. No intoxicating cannabis product may be sold to an obviously intoxicated person or a person under the influence of a controlled substance.
- h. No one under the age of twenty-one (21) shall sell intoxicating cannabis products.
- i. Intoxicating cannabis products cannot be sold in vending machines, by transient merchants, peddlers, at a movable place of business, through a drive-through window, at special events, home occupations, by internet sales or delivery service.
- j. No sampling or free donation or distributions of intoxicating cannabis products is allowed.
- k. No sales of intoxicating cannabis products may be completed through self-check-out. The retailer or retailer's employee must process each transaction at a point of sale.

Analysis

- Cannabis sales are allowed as a special use within C-4 zoning district. Operational license to be considered by City Council.
- The above are also part of the annual licensing requirements. The Hastings Police Department has approved the security plan for the facility and the business is subject to periodic review by the Hastings Police Department.

Special Use Permit Requirements

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenient traffic flow and control, and access in case of fire or catastrophe; **Ingress and egress to the property will be unchanged. The sale of cannabis products on site will not require changes to ingress and egress.**
2. Off-street parking and loading areas where required, with particular attention to division (E)(2)(b)5. a. above, and the economic, noise, glare, or odor effects of the special use on adjoining properties and properties generally in the district; **Parking and loading is adequate, and the proposed use will not require changes. The property is surrounded by other commercial uses as well as a large parking lot.**
3. Refuse and service areas, with particular reference to items divisions (E)(2)(b)5.a. and (E)(2)(b)5. b. above; **The sale of cannabis products will not increase the need for refuse areas.**

4. Utilities, with reference to locations, availability, and compatibility; **Utility service is adequate and will not change with cannabis sales.**
5. Screening and buffering with reference to type, dimensions, and character; **Screening and buffering is adequate and will not change with cannabis sales.**
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; **Staff is not aware of any changes to signage.**
7. Required yards and other open space; **Yards and open space are unchanged.**
8. General compatibility with adjacent properties and other properties in the district. **Property abuts mostly commercially zoned properties.**

Recommendation

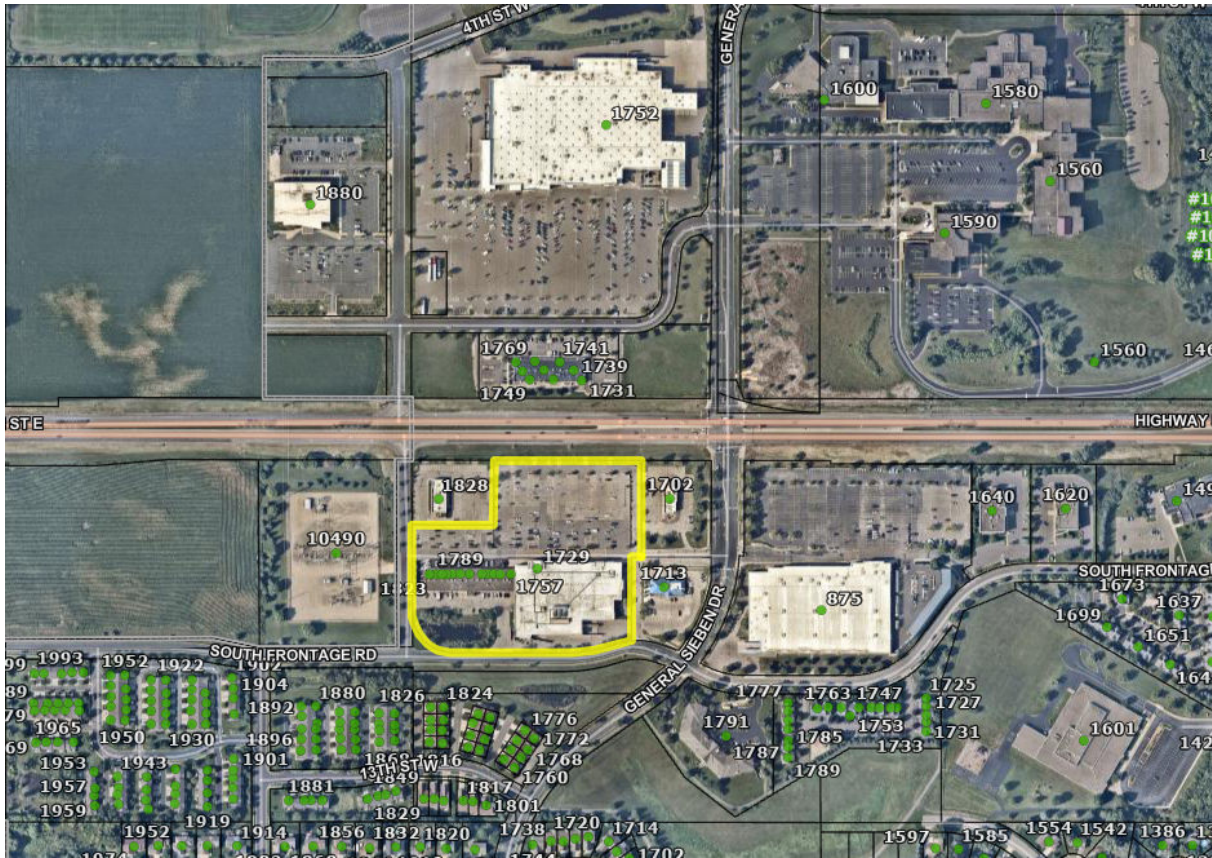
Approval of the Special Use Permit is recommended subject to the following requirements:

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

Attachments

- Location Map
- Site Picture
- Application

LOCATION MAP



SITE PICTURES



Looking south from front parking lot off South Frontage Rd.



Looking west from front parking lot off South Frontage Rd.



Looking east from front parking lot off South Frontage Rd.



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Caven, Assistant City Engineer

Date: August 12, 2024

Item: Consider Resolution of Support – CSAH 42 Corridor Study Recommended Scope of Improvements

Council Action Requested:

The Council is requested to consider the attached resolution indicating support of the recommended project scope for improvements to CSAH 42, tentatively scheduled for construction in 2028.

Background Information:

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

In 2023, Dakota County partnered with HR Green to evaluate the corridor. An open house was conducted on January 23, 2024 to gather input from area residents to identify difficult crossings and understand general usage patterns. The project team subsequently developed four alternatives ranging from short term (low cost) solutions to long term (high cost) solutions. An open house was conducted on May 6, 2024 to gather additional input from area residents on these possible solutions.

Feedback from the open houses and corridor data collection emphasized the need for vehicle speed reduction, trail connectivity, and reduced pedestrian crossing lengths along the corridor. Elimination of vehicle bypass lanes and reduction of underused left turn/right turn lanes would create a safer corridor and reduce vehicle/pedestrian conflict points. The recommended solution includes (see attached Corridor Study Report):

Bypass Lanes

- Eliminate unsafe bypass lanes at 1st St, Hospital, Pleasant Dr, Madison St and Monroe St

Turn Lanes

- Remove low volume right turn lanes at Monroe St and Madison St
- Add left turn lanes at 1st St and Pleasant Dr to accommodate high turning movements

Crosswalks

- Evaluate need for painted crosswalks on Monroe St, Madison St, Pleasant Dr and at bump out locations.

Trail

- Extend trail on south side of CSAH 42 from Monroe St to Lock Blvd
- Convert existing sidewalk on south side of CSAH 42 from Pleasant Dr to River St to a wider multi-use trail.
- Extend trail on south side of CSAH 42 from River St to Pine St

Install Bump Outs

- Riverdale Dr (west side of intersection)
 - Establish safe crossing location
 - Reduce pedestrian crossing length
 - Evaluate need for pedestrian crossing signage and painted crosswalk.

- MRG Trail (midblock between Madison St and Pleasant Dr)
 - Remove trail on north side of CSAH 42 to eliminate unnecessary redundant crossing at Pleasant Dr.
 - Evaluate need for pedestrian crossing signage and painted crosswalk.

- Between 1st St and 2nd St & along west side of River St
 - Provide reduced crossing length on west side of horizontal curve with poor site lines.
 - Provide safe crossing for neighborhoods to the south.
 - Evaluate need for pedestrian crossing signage and painted crosswalk.

Financial Impact:

The City is responsible for 15% of the costs associated with the corridor study. Any future project will be budgeted through the normal budgetary process and likely subject to the 85/15 cost share split. Design is scheduled for 2025 with construction tentatively scheduled for 2028. City portion of the design is expected to be approximately \$25,000 and construction to be approximately \$200,000.

Staff Recommendation:

Staff recommends the City Council adopts the attached resolution in support of the recommended scope and features for CSAH 42.

Attachments:

- County Road 42 (Nininger Road) Corridor Study Report

CITY OF HASTINGS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION IN SUPPORT OF THE RECOMMENDED SCOPE AND FEATURES FOR THE CSAH 42
CORRIDOR STUDY**

WHEREAS, Dakota County performed a pedestrian crossing assessment at Mississippi River Greenway (MRG) trail between Pleasant Dr and Madison St in 2021. It was recommended the entire corridor be evaluated between Lock Blvd and Pine St; and

WHEREAS, Dakota County partnered with HR Green to evaluate the corridor in 2023; and

WHEREAS, A public open house was held January 23, 2024 to gather input from area residents to identify difficult crossings and understand general usage patterns; and

WHEREAS, A public open house was held May 6, 2024 to gather input from area residents on four alternatives ranging from short term (low cost) solutions to long term (high cost) solutions; and

WHEREAS, Public feedback emphasized the need for vehicle speed reduction, trail connectivity, and reduced pedestrian crossing lengths along the corridor; and

WHEREAS, the recommended concept design addresses the aforementioned concerns to a significant and reasonable extent.

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

1. The City of Hastings hereby supports the implementation of the recommended project scope and features for improvements along CSAH 42 from Lock Blvd to Pine St.
2. The City of Hastings will work in partnership with Dakota County to participate in the Dakota County cost share to complete this scope of work.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 19TH DAY OF AUGUST, 2024.

Ayes:

Nays:

Mary Fasbender, Mayor

ATTEST: _____

Kelly Murtaugh, City Clerk

SEAL



COUNTY ROAD 42 (NININGER ROAD) CORRIDOR STUDY REPORT

JUNE 2024

Hastings – Lock Boulevard to Pine Street



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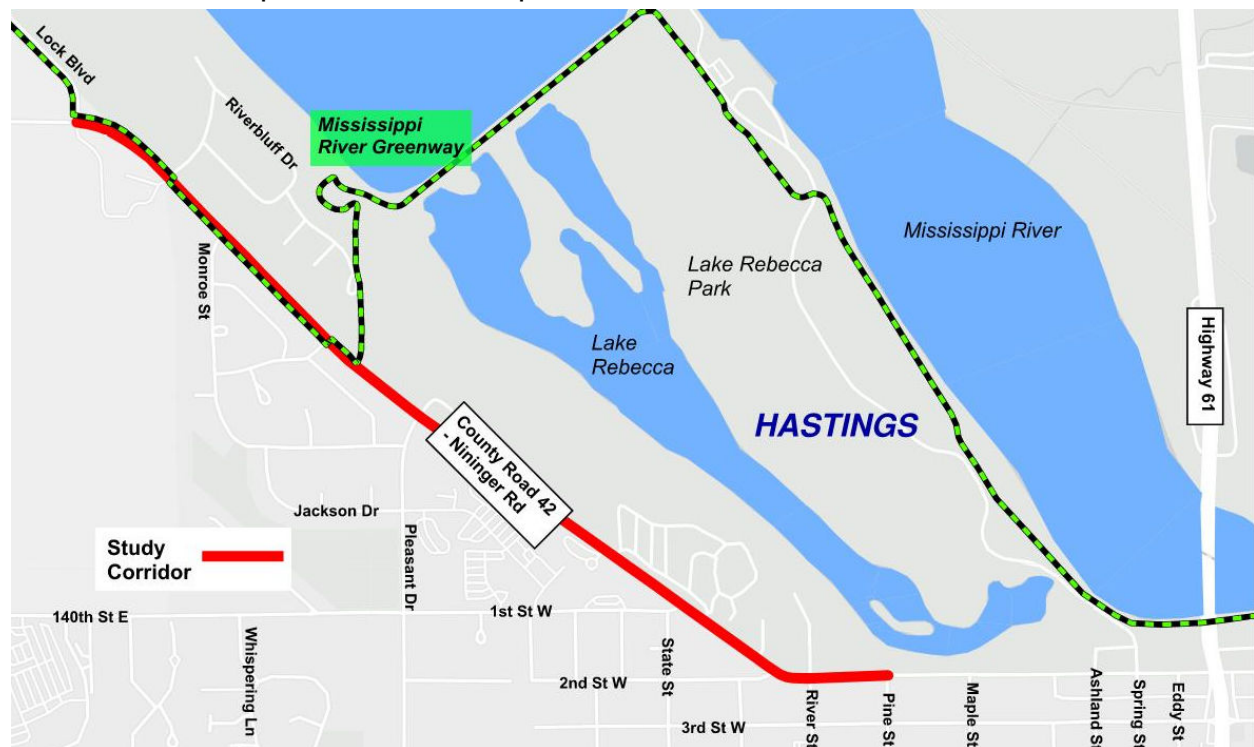
Alternative 1 – Pedestrian Bump Outs
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City of Hastings Trail Map
CSAH 42 – Lock Boulevard to Pine Street
Rectangular Rapid Flashing Beacon (RRFB)
Table 1. Dakota County Pedestrian Crossing Safety Assessment
Complete Streets Strategies
MRG Trail Design
Self-Identified Addresses of Attendees at Open Houses Map

County Road 42 (Nininger Road) Corridor Study

Project Introduction

Dakota County has collaborated with the City of Hastings to conduct a corridor study for the 1.5-mile segment of County Road 42 (also referred to as Nininger Road or 2nd Street West) from Lock Road to Pine Street. Locally, County Road 42 provides connections between Highway 61 to Highway 55 and continues westward as a major east-west arterial through Dakota County.

This portion of County Road 42 serves as a gateway corridor into Hastings, and as such, features a transition of speed limits from 55 mph on the west end to 30 mph at the east end of the corridor. Average Annual Daily Traffic (AADT) in the corridor ranges between 2,200 (on the west) and 5,200 (on the east). This portion of Hastings is relatively stable in terms of development, with well-established residential areas and features Allina Health United Hospital in the middle of the corridor. There is potential for additional development growth at the west end of the corridor, but new large-scale residential development is not anticipated to occur in this decade.



This subject segment of County Road 42 is a continuous two-lane corridor which features multiple bypass lanes in the westbound direction, allowing motorists to pass by left-turning vehicles at key intersections or access points along the corridor. West of

Pleasant Drive, there are several direct access driveways along the north side of County Road 42

Trails and sidewalks along County Road 42 provide travel paths for pedestrians and bicyclists. However, some gaps in the sidewalk/trail system do exist, most notably on the north side of County Road 42 between approximately 2nd Street and Riverdale Boulevard. These gaps in the pedestrian network become magnified due to the presence of a valued regional trail resource in this corridor – the Mississippi River Greenway (MRG). The MRG includes over 25 miles of paved trail running from St. Paul to Hastings, a portion of which runs concurrent with the study corridor from Lock Boulevard to just west of Pleasant Drive, where the trail turns toward the Mississippi River and the Lock and Dam. The MRG supports more than 400,000 annual trail users. This segment of the MRG in our study corridor requires two crossings of County Road 42 and is representative of the issues that have created a need for this study.



The purpose of the study is to identify solutions that will improve pedestrian and bicyclist safety while helping to create a multi-modal corridor vision that can accommodate long-term development and changing mobility demands in Hastings and on County Road 42.

Study Process

The CSAH 42 Corridor study began with data collection to evaluate the existing conditions. Data collection activities included traffic counts for turning movements, daily volume, and speed. Additional studies were conducted for contaminated properties, wetlands, and geotechnical conditions. The information gathered was used to identify existing issues and concerns of the road and shoulders, drainage and environmental features, traffic safety and operations, and pedestrian and bicyclist accommodations.

The context of the corridor is urban/suburban residential and institutional, with roadway frontage consisting of single occupancy homes and apartments, as well as the Allina Health – Regina Hospital and the Benedictine Living Community – Regina assisted living facilities.

Existing Traffic Conditions

Traffic counts were conducted over the 13-hour period of 6:00AM to 7:00PM on Thursday, September 28, 2023. Findings from the count included the following observations:

- Daily traffic volumes in the corridor range from just over 2,000 vehicles per day (vpd) on the west end at Lock Boulevard, to over 5,000 on the east end near River Street.
- First Street and Pleasant Drive are relatively high-volume local streets connecting to County Road 42, with over 1,600 and almost 1,500 vpd respectively.
- Peak hours of traffic operations were identified for the morning (7:00-8:00AM) and afternoon (4:15-5:15PM); the afternoon peak hour shows slightly higher volumes than the morning peak.
- Analysis of turning movements through the corridor reveals the importance of westbound left-turn movements at both First Street and Pleasant Drive. While counts were not collected for the access locations for the health care facilities along County Road 42, these locations can be interpreted as key destinations as well.
- Some of the local residential roads like Madison show small numbers of left turn movements on to or from County Road 42, with turns often in the low single digits during the peak hour.

Speed Study

This corridor's position at the edge of Hastings presents an opportunity to evaluate traffic speed conditions for potential safety and operations concerns. From west to east through the corridor, the posted speed limit transitions from 55 miles per hour (mph) west of Lock Boulevard, to 45 mph east of Lock Boulevard, and then to 30 mph just west of 1st Street.

A common measure for traffic speed performance on a roadway is to count the speed at which 85% of all vehicles driving through the location are at or below that speed. The following observations for traffic speed were made for 85th percentile and average (mean) speed at three locations in the corridor:

- Between Lock Boulevard and Riverdale Drive: 85th percentile speed = 51 mph; Average speed = 45 mph
- West of Pleasant Drive at the MRG Trail intersection: 85th percentile speed = 49 mph; Average speed = 42 mph

- Between 1st and 2nd Streets: 85th percentile speed = 39 mph; Average speed = 34 mph

The observed speeds for this one day of data collection indicate that average speeds are generally close to the posted speed limits but that there may be a tendency to travel at speeds slightly above the posted limits. Several factors may contribute to these conditions, and it would be difficult to pinpoint specific reasons for this performance. However, given the interest for safe and comfortable pedestrian accommodations, the speed data suggest improvements that help calm traffic through the corridor may be appropriate.

Safety

Historical crash data from the most recently available 10 years (2014-2023) was gathered. Analysis of crash severity was completed to determine the intersections with high safety concerns. In this period there were 14 crashes along the corridor, 70% of which resulted in no apparent injury. The majority of crashes were clustered between 1st St and River St, including the lone serious injury crash that occurred in the corridor. This cluster of crashes is near a curve in County Road 42. One other crash had a “non-incapacitating” injury, and two other crashes identified a “possible injury.” The remaining ten crashes over this ten-year period did not involve an injury.

Public Engagement – Initial Input

In the first phase of engagement, community members were presented with existing conditions data and a blank corridor layout created by the study team. The intent was for the Project management Team (PMT) to collect feedback from the community and users that frequent the corridor and the recreational assets from Lock Boulevard to Pine Street. The feedback directly impacted the concept development in the next phase of the project.

Open House #1

The first open house for this project took place on January 23rd, 2024, from 5:00-7:00 PM. The meeting was held at the Hastings YMCA, in the multi-purpose room. Approximately 30 people attended the open house. 9 participants completed the project survey, participants also submitted 18 comments on the concept roll plot map as well



as in-person feedback that was then documented by the PMT. Following the open house an online survey and comment map was made available from January 22nd – February 15th for participants to provide feedback.

City Council Meeting

Following the open house, Dakota County gave a presentation on the project and public engagement efforts to date at the April 15th, 2024 Hastings City Council meeting. Dakota County provided information on the project background, purpose and need, summarized the data collection and work to date, and stood for questions on the project. Preliminary project alternatives were also shared and discussed with the Council and City staff. Follow-up questions and reactions to the presentation were generally positive, with some clarification requested on turn lane evaluations, potential project costs, and timelines.

Key Issues and Concerns

Whether it was during the in-person open house or through online engagement the prevailing feedback was that speed should be reduced throughout the corridor, particularly in the west half of the CSAH 42/Nininger Road from Pleasant St to Lock Blvd. There was a general concern about the lack of visible and obvious pedestrian and bicycle crossings on CSAH 42. The presence of curves on both ends of the corridor, in addition to the downhill grade on the east end (shown below), created concerns about line of sight and visibility for all road users. The lack of comfortable crossings has further



augmented the sense of disconnect for the trail and sidewalk network that is a valuable resource for the community.

Evaluation Criteria

At the conclusion of the data collection and initial stakeholder engagement, the PMT established key criteria to develop and evaluate alternatives. The evaluation criteria were used to compare each corridor alternative and ensure that proposed improvements address the corridor needs. The following evaluation criteria were developed:

- Trail Continuity, Gaps, and Design – considerations about an overall concern with the availability of trails in the corridor, the need for crossing County Road 42, width of sidewalks or trails as an indicator of user experience
- Speed Reduction and Motorist Experience – evaluate the potential for proposed improvements to reduce speed in the corridor, while also creating a comfortable driving environment with visibility of corridor users
- Social and Natural Environment – general concern for maintaining natural resources and valuable community connections
- Constructability, Maintenance, and Cost – considerations for ability to construct cost-effective improvements that will have long-lasting value and can be maintained effectively through all seasons

Alternatives Development

Following the 1st Open House, the project team conducted an internal workshop to generate an initial range of alternatives for consideration. The alternatives were evaluated during PMT meetings and refined prior to the second Open House in May 2024. The evaluation criteria and stakeholder engagement feedback shaped the concept development for the corridor and were instrumental in forming a set of four alternatives. This set of alternatives collectively represented a range of timeframes for potential implementation and associated construction costs. The corridor concepts were evaluated against the established criteria. Each of the alternatives built on elements of the last, until the 4th represented the most complete alternative that could be implemented as part of the long-term vision for the corridor. All four alternatives were later presented at the second public open house to gather feedback on the design elements that were determined to be variable through the evaluation process.

Public Engagement – Feedback on Alternatives

In the second phase of engagement, community members were presented with four recommended alternatives, developed with the comments and feedback received in the first phase of public engagement. The intent was for the PMT to collect feedback from the community on the developed alternatives. The feedback directly impacted the development of these alternatives in the next phase of the project.

Open House #2 (May 2024)

The second open house for this project took place on Monday May 6th, 2024, from 4:30–6:30 PM. The public meeting was held in the Hastings YMCA Multi-Purpose Room, approximately 30 people attended the open house. Following the open house an online comment map was made available from May 5th – May 17th on the project website for participants to provide additional feedback.



Recommended Alternatives

Following the second open house meeting the recommended alternatives were reviewed in light of feedback received from the public, the evaluation criteria, and also the ability to implement each alternative, with a priority focus on determining an option that is available for short-term implementation (for example, it could be built with minimal obstacles within the next 3-5 years). A key early determination during this evaluation was to no longer consider Alternative 2 – Pedestrian Medians as a viable short-term option. This was in response to concerns surrounding the long-term developmental impact of the medians, in favor of the pedestrian bump outs shown in Alternative 1 which were seen as more in line with the long-term goals for the corridor and more easily implemented without foregoing other potential improvements throughout the corridor and on adjacent city streets.

Priority (Short-Term) Improvements

Alternative 1 represents the short-term vision for priority improvements to this corridor. The main emphasis of this alternative is the implementation of four Bump Outs along the corridor to ensure pedestrian safety at existing gaps between trail infrastructure. Current conditions lead to pedestrians and bicyclists taking risky, dangerous crossings but the Bump Outs would create infrastructure designed to allow them to cross safely. Alternative 1 received positive feedback during Open House #2 given it is easy, cost-effective and timely to implement, as well as fitting into the Long-Term vision for the corridor.

Alternative 1 - Pedestrian Bump Outs

County Road 42 - Dakota County Public Meeting



- Alternative 1 Features**
- Eliminate all bypass lanes
 - Bump outs at four sites
 - Riverdale, MRS, 1st/2nd Mid-block, River Street

- Legend**
- Existing multi-use trail
 - Existing sidewalk
 - Mississippi Place (Greenway)
 - Asphalt turn lane
 - Marking light turn lane
 - Queue protection (red pad)
 - Pedestrian bump out

See Appendix A for depictions of the Recommended Priority Improvements for County Road 42

Opportunistic Improvements

Opportunistic improvements to Alternative 1 offer potential low cost and/or minimal design and approval concepts that further augment the study corridor objectives. Notable features with these opportunistic improvements include the westward extension of trail along the south side of County Road 42 to Lock Blvd and the conversion of existing sidewalk east of Pleasant Drive into a wider multi-use trail. Along with extending the trail east of River Street to Pine Street, these changes would effectively create a continuous trail along the south side of County Road 42 through the entire study corridor.

Mid-Term Improvements

Alternative 3 expands upon the proposed improvements in Alternative 1, representing Mid-Term opportunistic improvements to the corridor. The main proposed improvements are the proposed on-street dedicated bike lanes along CSAH 42 where trail gaps are evident. Proposed bike lanes would take the place of existing bypass lanes that pose potential risk to multimodal transit users along the corridor. Other features dedicated to pedestrian and bicyclist safety include speed control curb extensions, new sidewalks, pedestrian bump outs, concrete medians for speed control, as well as re-routing sections of the multi-use trail.

Long-Term Corridor Vision Potential

Alternative 4 represents a potential Long-Term vision for the corridor, incorporating elements from the other alternatives and expending to incorporate new features that may be appropriate as corridor travel demands changes. While this alternative attempts represent a holistic vision for pedestrian and bike safety improvements and mobility along the corridor, it would require several years of project development and approvals

in order to be fully built. Most notably this alternative includes 2 roundabouts, one at Lock Boulevard and one at Pleasant Drive. This vision includes the incorporation of medians that act as traffic calming devices in place of the curb bump outs that have been shown in short-term improvement recommendations.

Perhaps more importantly for this longer-term vision, the corridor is envisioned has having multi-use trails on both sides of County Road 42. This ultimate build out would most effectively address the demand for continuous trails and minimizing the need for crossing County Road 42. A substantial obstacle to this sort of build out is the presence of cemeteries on either side of County Road 42. With property lines adjacent to the corridor, the risk of impact to cemeteries means any such construction project would need to clearly avoid those parcels.

A combination of improvements such as these depicted in Alternative 4 would require substantial public engagement and agency coordination and approvals before being built. Such a process would likely result in variations from the improvements shown as more design considerations, operational impacts, maintenance needs, and public feedback are weighed.

Recommended Preliminary Design for Corridor Improvements

Within the design decisions and refinements described above, Dakota County and the City of Hastings accept the preliminary geometric proposal for the County Road 42 corridor improvement project. This layout will be the culmination of planning and engagement efforts between Dakota County and the City of Hastings.

Implementation Plan

Corridor Improvements Timeline

Dakota County is currently drafting its five-year construction program to identify when improvements to this corridor may be implemented. The alternatives represent a range of potential implementation timelines, where Alternative 1 could be implemented in the near term whereas Alternative 4 would require several years of project development and approvals (including further public engagement) to be fully built.

The project is being incorporated into the 2025 Dakota County Transportation CIP for advancement of final design and right of way acquisition for construction in 2027 in advance of a pavement preservation project on the corridor in 2028. The final design will incorporate the improvements identified in the recommended alternative, as well as other requisite ADA infrastructure improvements along CSAH 42. Implementation of the opportunistic improvements will be predicated on the availability of funding and right of way needs in the corridor.

Mississippi River Greenway (MRG) Improvements & Timeline

As part of this study, Dakota County has evaluated options for Mississippi River Greenway improvements off of the CSAH 42 right of way. A preliminary design assessment of the trail north of CSAH 42 down to the Lock and Dam #2 embankment was carried out in conjunction with the corridor study to assess the ability for improvements to this critical non-motorized trail connection which traverses the Mississippi River valley. The current alignment and profile of the trail segment poses safety and accessibility concerns for trail users due to tight curves, awkward trail intersections, narrow width, poor pavement condition, and slopes in excess of the desired 5% maximum running slope on the Dakota County Greenway system. The preliminary design found that improvements sufficient to bring the trail segment up to Dakota County Greenway standards are feasible within land currently controlled by the City of Hastings and Dakota County with no need for property acquisition.

A full reconstruction of the trail alignment and profile from just north of CSAH 42 down to the Lock and Dam #2 embankment is proposed, along with a resurfacing of the trail segments not fully reconstructed on the embankment and up to the trail connection with CSAH 42. This reconstruction will address concerns about pavement condition, improve curves, sight lines, and trail intersections, and reduce the maximum running slope of the trail to 5% or less. This will fulfill the goals of improving rideability and accessibility of the trail segment. A reconstruction and pavement management project will be immediately advanced to final design and incorporated into the 2025 Dakota County Parks CIP for construction as early as 2025.

Supporting Documents

Alternative 1 - Pedestrian Bump Outs

County Road 42 - Dakota County Public Meeting



Alternative 1 Features

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

Legend

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

Alternative 2 - Pedestrian Medians

County Road 42 - Dakota County Public Meeting



Alternative 2 Features

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

Legend

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

Alternative 3 - Bike Lanes

County Road 42 - Dakota County Public Meeting



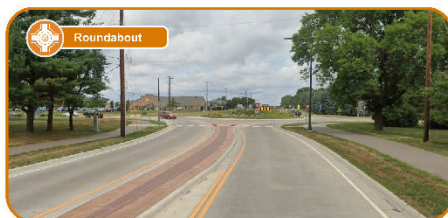
- #### Alternative 3 Features
- Eliminate all bypass lanes
 - On-street dedicated bike lanes
 - Proposed sidewalk from River Street to Pine Street
 - Proposed multi-use trail Lock Boulevard to Riverdale Drive

Legend

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

Alternative 4 - Multi-use Trails

County Road 42 - Dakota County Public Meeting



- #### Alternative 4 Features
- Eliminate all bypass lanes
 - Single lane roundabout intersection
 - Pedestrian medians:
 - Pleasant Drive through Mississippi River Greenway
 - 2nd Street intersection
 - New trail on north side: Pleasant Drive to Pine Street
 - Widen sidewalk to multi-use trail on the south side from Pleasant Drive to Pine Street

Legend

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

Speed Control Features

County Road 42 - Dakota County Public Meeting



Raised crosswalks are ramped speed tables spanning the entire width of the roadway. The crosswalk is demarcated with paint and/or special paving materials. These crosswalks act as traffic-calming measures that allow the pedestrian to cross at grade with the sidewalk. Raised crosswalks are flush with the height of the sidewalk.



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

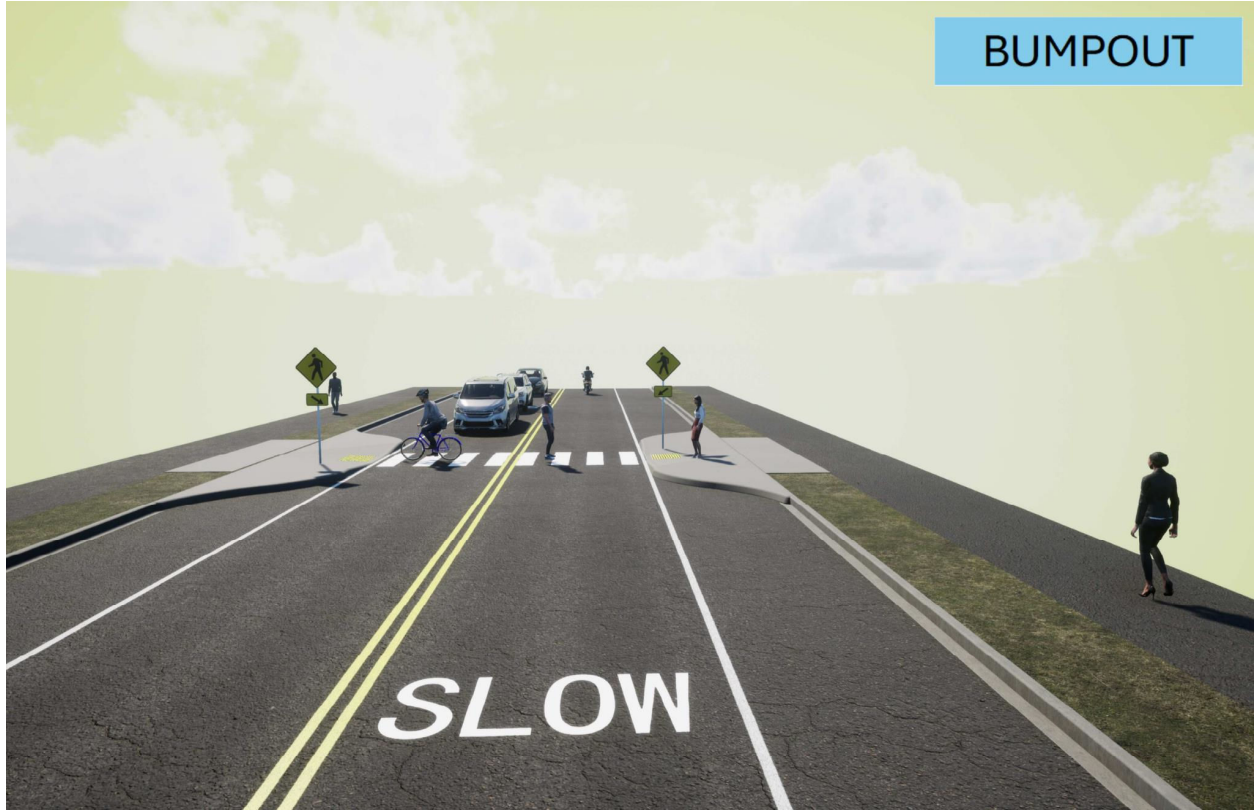
- Remove bypass lanes at the following intersections:
 - United Hospital entrance (between 1st Street and Pleasant Street)
 - Madison Street and Monroe Street

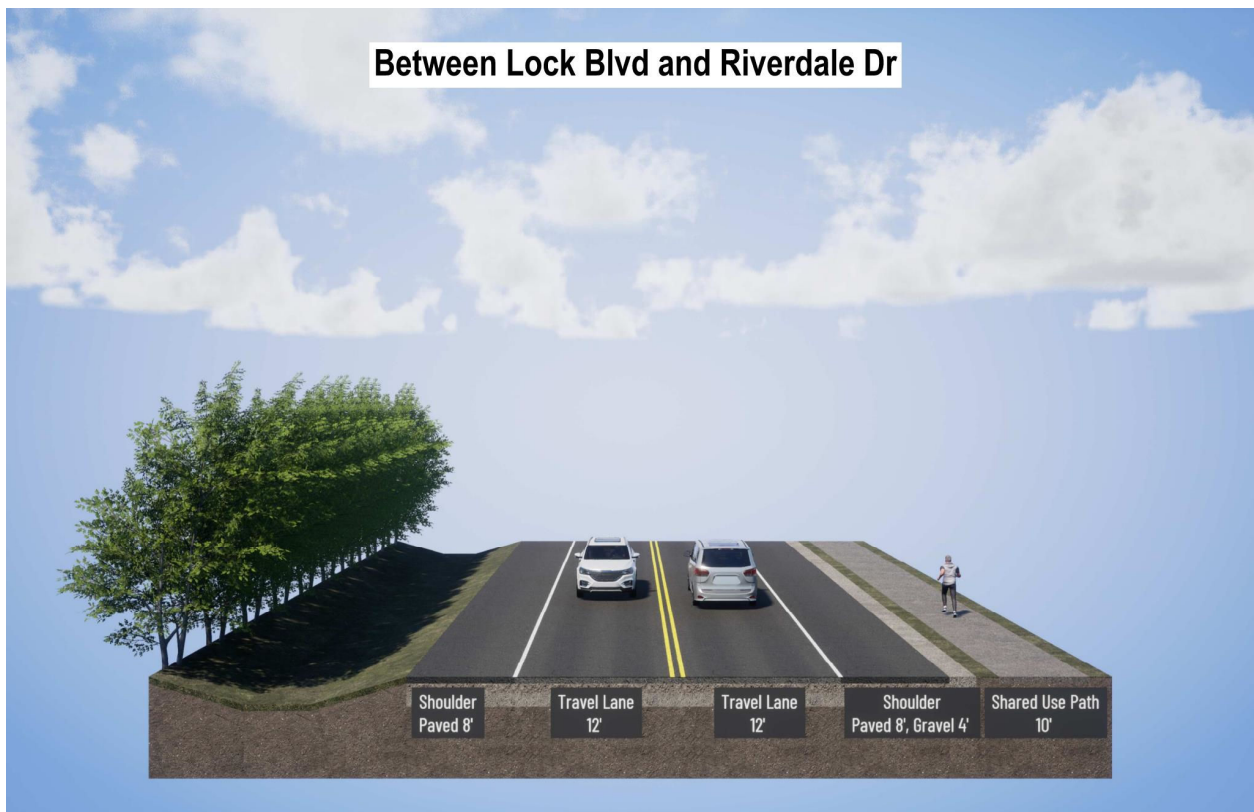


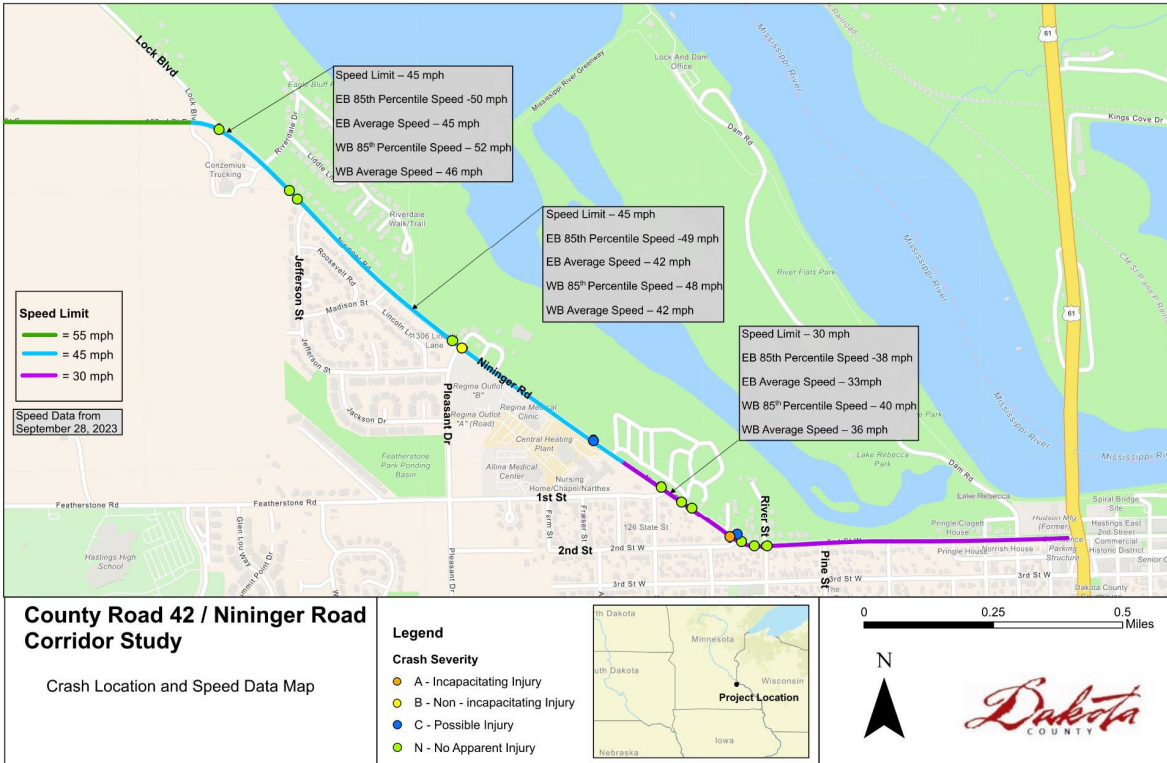
Table 16. Other Key Data – Nininger Road / Madison Street

Other Data Results	Weekday	Weekend
Percentage of pedestrians that waited for a gap in traffic to cross.	16%	15%
Use of various crossings:		
<i>West crosswalk (existing)</i>	72%	20%
<i>East crosswalk (no crosswalk markings)</i>	21%	63%
<i>Did not cross in the crosswalk (both crossings)</i>	4%	11%
<i>Crossed mid-block between Madison Street and Pleasant Drive</i>	3%	6%

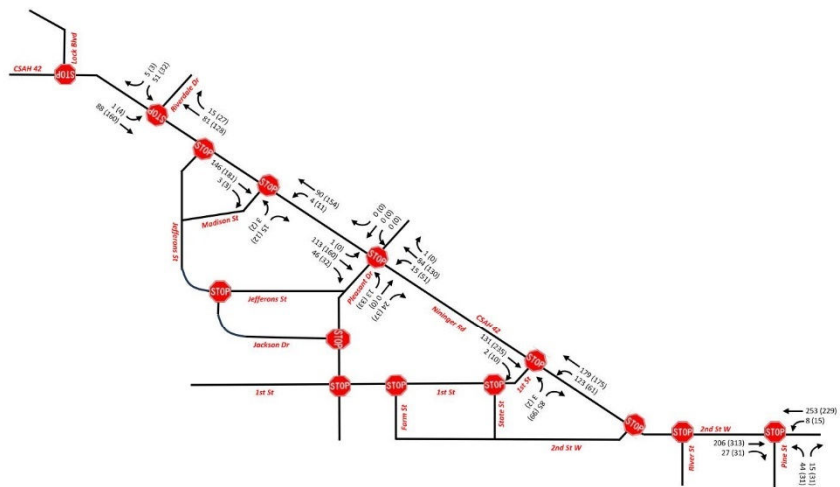
Source: SRF Consulting Group, 2021







Hastings, MN - Nininger Road/2nd Street (CSAH 42) Corridor Volume Map



2023 Existing Volumes - Weekday AM/PM







Rectangular Rapid Flashing Beacon (RRFB)



A crossing enhancement that is activated by a pedestrian and uses two rapid and alternate flashing yellow rectangular beacons. RRFBs are applicable on roadways with higher pedestrian demand, traffic volumes, and traffic speeds. It is a proven safety strategy for reducing crashes per the FHWA with a typical crash reduction of 47 percent. Average cost is \$15,000 to \$50,000 per crossing or \$80,000 to \$100,000 for an overhead system.

Source: Minnesota Department of Transportation

Table 1. Research, Studies, and Guidance Synthesis

Report Name	Author	Background	Relevance
Federal			
Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations (2018)	Federal Highway Administration	Organizes an analysis approach of pedestrian crossings which includes: 1) collect data and perform public engagement, 2) inventory existing conditions and prioritize locations, 3) analyze crash history, types, and safety issues, 4) select crossing countermeasures, 5) consult design and installation resources, and 6) identify opportunities and monitor outcomes. The report also includes guidance, definitions of crossing infrastructure treatments, and helpful background on data collection and inventorying best practices.	The guidance document includes a countermeasure table with suggested crossing treatment improvements per the roadway configuration, speed, and traffic volume at the point of crossing. This table formulates the foundation of crossing guidance nationwide and was used as a key reference for this assessment.
Application for Pedestrian Crossing Treatments for Streets and Highways (2016)	National Cooperative Highway Research Program	Provides a synthesis of crossing guidance for cities, counties, and state departments of transportation to identify synergies between them. Though six years old, a thorough description of crossing infrastructure treatments, background, and summary of the impacts of each are provided and still relevant.	Foundational information for crossing treatment guidance and the quantitative safety impact of each.
Human Factors Assessment of Pedestrian Behavior (2014)	Federal Highway Administration	A total of 20 locations were studied across the United States and modeled using results from the analysis. It showed that drivers were more likely to yield to pedestrians in a marked crosswalk versus an unmarked location where the yielding was split between vehicle-for-pedestrian and pedestrian-for-vehicle. Research also showed that the design of the crossing and presence of barriers, even low plantings, can significantly alter how and where pedestrians cross within the intersection (unmarked), a marked crossing, or mid-block.	Provides quantitative support for marked crosswalks within strategic locations as a key infrastructure enhancement for the guidance described in Chapter 3. Engineering considerations for vertical and horizontal crossing design to properly channelize pedestrians is also highlighted in Chapter 3 and supported by this assessment.
Effects of Yellow Rapid-Flashing Beacons on Yielding at Multilane Uncontrolled Crossings (2010)	Federal Highway Administration	A total of 22 locations were studied over a two-year period in three cities. Findings showed that RRFBs increased yield compliance up to 88% as compared to the previous condition without which was zero to 16%. Reductions in yield compliance following the "novelty effect" of drivers becoming used to the infrastructure was found to not exist and yield compliance remained high after two years.	Provides quantitative support for RRFBs, specifically with analysis over a multiyear period to understand how compliance is retained. RRFBs are a key infrastructure enhancement for the guidance described in Chapter 3.
Safety Effects of Marked Versus Unmarked Crosswalks (2002)	Federal Highway Administration	A total of 1,000 marked and 1,000 unmarked locations were studied across the United States. The presence of only a marked crosswalk at an uncontrolled location of a two-lane roadway had no difference in the pedestrian crash rate versus an unmarked crossing. On multi-lane roads with traffic volumes above 12,000 vehicles per day, having a marked crosswalk alone resulted in a higher pedestrian crash rate compared to an unmarked crossing. Crossing infrastructure enhancements reduced the rate overall.	Provides quantitative support for strategic implementation of marked crosswalks when appropriately vetted and combined with other infrastructure as appropriate.

PP.21 Minnesota Data Practices Act

Make available to the public all policies, guidelines and plans concerning highways consistent with the Minnesota Data Practices Act.

PP.22 Capital Improvement Program - Agency Involvement

Involve affected units of government, transit providers and other partners in the annual development of the CIP.

PP.23 Multi-Disciplinary Work Teams

Solicit input from and involve all interested parties in the planning and design of transportation projects to properly reflect community and environmental values.

PP.24 Manage the Adopt-a-Highway Program

Manage a program whereby the public can adopt segments of the county highway system to assist in keeping the highway right-of-way clean.

Implementation of the Public and Agency Involvement principle is supported by the following policies identified in later document chapters: F.1, F.2, F.3, F.4, F.5, F.6, F.7, F.8, F.9, F.10, F.11, F.12, F.13, F.14, F.15, F.16, F.17, M.5, M.6, M.7, M.8, and M.10.

Context-Sensitive Design and Complete Streets

The context-sensitive design principle refers to roadway standards and development practices that are flexible and sensitive to community values and allows roadway design decisions to better balance economic, social and environmental objectives.

In recent years, the importance of transportation design that is sensitive to the surrounding environment and the needs of all roadway users has become a priority. The growing emphasis on community-supportive, environmentally sensitive and multi-modal roadway projects has been exhibited at the federal and state level through funding and design policies. Local governments also have asked for transportation systems that are less disruptive to the adjacent area and are welcoming to all users. Local government input and cooperation will be a major component in the development of context-sensitive design and complete streets.

Complete streets is an approach to road planning and design that evaluates and balances the needs, safety, accessibility and usability of all transportation users to preserve safety and efficiency for all modes. Minnesota Statutes §174.75 identifies complete streets as the planning, scoping, design, implementation, operation and maintenance of roads in order to reasonably address the safety and accessibility needs of motorists, pedestrians, transit users and vehicles, bicyclists and commercial and emergency vehicles moving along and across roads, intersections and crossings in a manner that is sensitive to the local context and recognizes that the needs vary in urban, suburban and rural settings.

The county will implement the complete streets approach during transportation project planning, project development, operation and maintenance activities. This approach helps to maximize the use of county highways and right-of-way to provide a safe, comprehensive and connected multimodal transportation system. Complete streets implementation is based on,

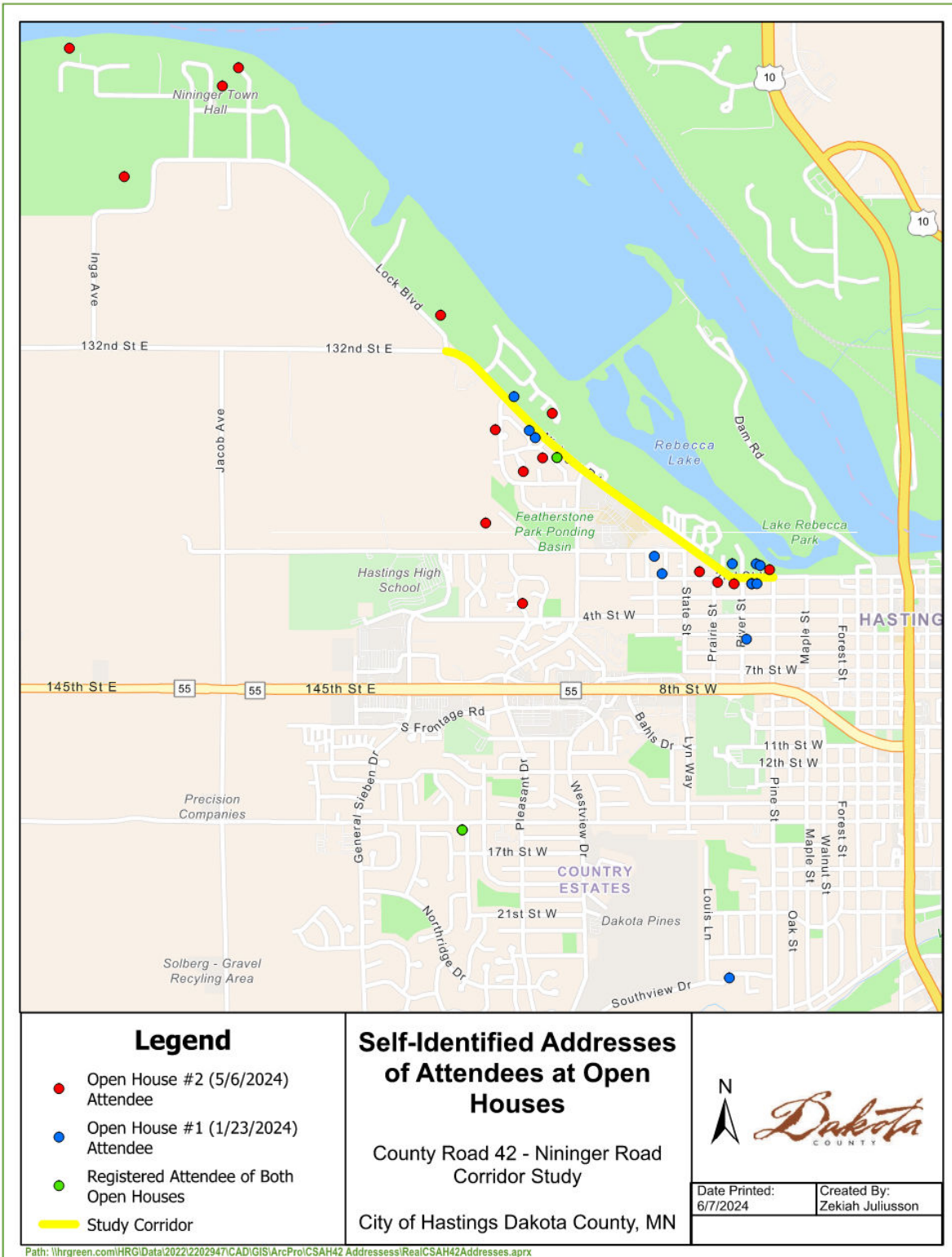
but not limited to, the following: community context, topography, road function, traffic volumes and speed, transit service, freight volumes and pedestrian and bicyclist demand.

Complete streets implementation options are selected depending on each project's unique characteristics. The county will implement the complete streets approach in compliance with State Statutes, State Aid Rules and applicable Minnesota Department of Transportation Policy.

The following **strategies** support the context-sensitive design and complete streets principle:

- **Minimum Urban, Low-Speed, Highway Widths**
Consider use of reduced widths for two-lane, low-speed highways in urban areas to help meet economic, social and environmental objectives. Depending on the context, the county may be required to meet certain minimum width standards to meet safety objectives and funding requirements.
- **Aesthetics**
Consider aesthetic needs on projects to complement context-sensitive design and complete streets philosophies.
- **Context Consideration**
Prioritize transportation projects through a process that considers economic development, local environments and environmental sustainability.
- **Transit, Pedestrian and Bicycle Facility Preservation within County Road Right-of-Way**
Consider transit, pedestrian and bicycle facility preservation needs including ADA requirements. Priority will be given to preservation and rehabilitation projects that increase effective multi-modal and ADA accessibility.
- **Vegetation in Right-of-Way**
Where practical, plant native or appropriate vegetation in county right-of-way to help sequester carbon; shade pedestrians; manage runoff; and provide for bird, animal and pollinator habitat. Participate in pilot projects that have the opportunity to improve roadside habitat when appropriate.
- **Safety Improvements**
Design for safety of pedestrians and bicyclists on the road and trail system, including provision of clear zones for all users including enhanced pedestrian crossings, street lighting, attention to bikeway geometrics, consideration of pedestrian bridges and tunnel crossings along high-speed and high-volume highways where pedestrian destinations are present and incorporation and alignment of curb cuts and signage when appropriate.

Implementation of the Context-Sensitive Design and Complete Streets principle is supported by the following policies identified in later document chapters: F.2, F.3, F.8, F.9, F.13, F.17, T.2, M.10.





City Council Memorandum

To: Mayor Fasbender and City Council

From: Lindsey Duggan, Community Development Intern

Date: August 19, 2024

Item: Special Use Permit – Cannabis Retail Sales – Norma Pacheco (Ace Liquor) – 1355 South Frontage Rd

Council Action Requested:

Adopt the attached resolution granting a Special Use Permit (SUP) for cannabis retail sales for Norma Pacheco (Ace Liquor) on property located at 1355 South Frontage Rd, owned by Ein Karem Properties LLC. A separate cannabis licensing permit is scheduled for consideration under the Administration section of the City Council Agenda.

SUP approval requires six of seven Councilmembers.

Advisory Commission Review:

The Planning Commission voted 7-0 to recommend approval of the request as presented at the August 19, 2024 meeting. No one spoke for or against the item during the public hearing.

Attachments:

- Resolution – SUP
- Planning Commission Staff Report – August 12, 2024

HASTINGS CITY COUNCIL**RESOLUTION NO. _____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING
A SPECIAL USE PERMIT FOR THE RETAIL SALE OF CANNABIS PRODUCTS AT
1355 SOUTH FRONTAGE ROAD FOR NORMA PACHECO (ACE LIQUOR)**

WHEREAS, Norma Pacheco has applied for a Special Use Permit for the retail sales of cannabis products at Ace Liquor. The property is owned by Ein Karem Properties LLC and generally located at 1355 South Frontage Rd. It is legally described as Lot 1, Block 2 all in WESTVIEW SHOPPING CENTER 2ND ADDITION, Dakota County, Minnesota; and

WHEREAS, on August 12, 2024 the Hastings Planning Commission held a public hearing and recommended approval of the action as presented; and

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

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

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

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk's Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.
- 3) The Special Use Permit shall be limited to the leasable space currently occupied by Ace Liquors and shall not be valid for remaining portions of the property.
- 4) Approval is subject to a one-year Sunset Clause; if operation does not commence within one year of City Council approval, the approval is null and void.

Adopted by the Hastings City Council on August 19, 2024, by the following vote:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

|

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

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

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

Kelly Murtaugh, City Clerk

SEAL STICKER

|



Planning Commission Memorandum

To: Planning Commission

From: Lindsey Duggan, Community Development Intern

Date: August 12, 2024

Item: Public Hearing – Special Use Permit (SUP) – Cannabis Retail Sales – Norma Pacheco (Ace Liquor) – 1355 South Frontage Rd

REQUEST

The Planning Commission is asked to take the following actions related to the Special Use Permit (SUP) application of Norma Pacheco to conduct cannabis retail sales at Ace Liquors located at 1355 South Frontage Rd on property owned by Ein Karem Properties LLC:

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

BACKGROUND INFORMATION

Cannabis Business Regulations

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

Cannabis Business License

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

Notification and Public Hearing

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

Comprehensive Plan Classification

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

Zoning Classification

The property is C-4 –Regional Shopping Center. The C-4 District allows for cannabis retailers as a special use.

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	South Frontage Rd - McDonalds - Farmers Insurance - Wells Fargo - Auto Doctor - Speedway	C-4	Commercial
East	Former Hastings Theater	C-4	Commercial
South	Medium-High Density Residence	R-3	Residential
West	Public Land	R-1	Residential

Existing Condition

Ace Liquors is a small business in the Westview Shopping Center and has been in operation for a number of years. They do have a tobacco license and staff is not aware of any compliancy issues.

SPECIAL USE PERMIT REVIEW

Background

Hastings City Code Chapter 155.32, Subd. C.6 – allows cannabis retailers and edible retailers as a “special use” within the C-4 Zoning District, subject to the requirements of 155.07, Subd. J as follows:

2. *Performance Standards.*
 - a. A cannabis business shall only operate in an authorized zoning district with approved State and local license or registration.
 - b. Any person selling or distributing cannabis products shall require proof of age by means of government issued photographic identification from the prospective purchaser showing purchaser is twenty-one (21) years old or older.
 - c. Signage identifying the legal sales age and the age verification requirement shall be posted at the point of sale. The required signage shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase. The

sign shall provide notice that all persons responsible for selling these products must verify the age of any person under thirty (30) years of age, by means of photographic identification required in this section, containing the bearer's date of birth.

- d. Cannabis products must comply with the testing, labeling and packaging requirements in Minnesota State law.
- e. No sales or distribution of intoxicating cannabis products shall be allowed at the licensed premises after 10:00 p.m. or before 8:00 a.m.
- f. It shall be unlawful for a retailer to allow the sale of intoxicating cannabis products or cannabis related devices by any means whereby a customer has access to such items without having to request the item from the retailer or the retailer's employee. There shall be a physical exchange of the intoxicating cannabis product or cannabis-related devices between the retailer or the retailer's employee and the customer. All intoxicating cannabis products and cannabis-related devices shall be either store behind a counter or other area not freely accessible to customers, or in a storage unit or case not open and accessible to the general public.
- g. All retail establishments of intoxicating cannabis products shall have a security plan approved by the Police Chief stating how the facility will address public health, welfare and safety concerns including, but not limited to security, fencing, lighting, window coverings, door placement, and landscaping.
- h. **Compliance Checks and Inspections**
All licensed premises must be open to inspection by the local law enforcement or other authorized City officials during regular business hours. From time to time, but at least once per year, the City will conduct compliance checks on Retailers and Edible Retailers of intoxicating cannabis products by engaging persons between the ages of seventeen (17) and twenty-one (21) years, to enter the licensed premises to attempt to purchase intoxicating cannabis products. Persons used for compliance checks are not guilty of the unlawful purchase or attempted purchase, nor the unlawful possession of intoxicating cannabis products when the items are obtained or attempted to be obtained as a part of the compliance check. No person used in compliance checks may attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check may answer all questions about the person's age asked by the retailer or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section prohibits compliance checks authorized by State or Federal laws for educational, research or training purposes, or required for the enforcement of a particular State or Federal law.

3. Prohibited Acts.

- a. It shall be unlawful for any person to sell, purchase, obtain or otherwise provide any intoxicating cannabis product to any person under the age of twenty-one (21).
- b. It shall be unlawful for any person under the age of twenty-one (21) to possess any intoxicating cannabis product. This chapter shall not apply to persons under the age of 21 lawfully involved in a compliance check.

- c. It shall be unlawful for any person under the age of twenty-one (21) to use or consume any intoxicating cannabis product, unless it is legally authorized medical cannabis.
- d. It shall be unlawful for any person under the age of twenty-one (21) attempt to disguise the person's true age by the use of a false form of identification, whether the identification is that of another person or one in which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person, in order to purchase any intoxicating cannabis product.
- e. No adult-use cannabinoid or cannabis product may contain more than 0.3% of THC
- f. No edible cannabis product can contain an amount of THC that exceeds the per serving or per packaging requirements in Minnesota State law.
- g. No intoxicating cannabis product may be sold to an obviously intoxicated person or a person under the influence of a controlled substance.
- h. No one under the age of twenty-one (21) shall sell intoxicating cannabis products.
- i. Intoxicating cannabis products cannot be sold in vending machines, by transient merchants, peddlers, at a movable place of business, through a drive-through window, at special events, home occupations, by internet sales or delivery service.
- j. No sampling or free donation or distributions of intoxicating cannabis products is allowed.
- k. No sales of intoxicating cannabis products may be completed through self-check-out. The retailer or retailer's employee must process each transaction at a point of sale.

Analysis

- Cannabis sales are allowed as a special use within C-4 zoning district. Operational license to be considered by City Council.
- The above are also part of the annual licensing requirements. The Hastings Police Department has approved the security plan for the facility and the business is subject to periodic review by the Hastings Police Department.

Special Use Permit Requirements

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenient traffic flow and control, and access in case of fire or catastrophe; **Ingress and egress to the property will be unchanged. The sale of cannabis products on site will not require changes to ingress and egress.**
2. Off-street parking and loading areas where required, with particular attention to division (E)(2)(b)5. a. above, and the economic, noise, glare, or odor effects of the special use on adjoining properties and properties generally in the district; **Parking and loading is adequate, and the proposed use will not require changes. The property is surrounded by other commercial uses as well as a large parking lot.**

3. Refuse and service areas, with particular reference to items divisions (E)(2)(b)5.a. and (E)(2)(b)5. b. above; **The sale of cannabis products will not increase the need for refuse areas.**
4. Utilities, with reference to locations, availability, and compatibility; **Utility service is adequate and will not change with cannabis sales.**
5. Screening and buffering with reference to type, dimensions, and character; **Screening and buffering is adequate and will not change with cannabis sales.**
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; **Staff is not aware of any changes to signage.**
7. Required yards and other open space; **Yards and open space are unchanged.**
8. General compatibility with adjacent properties and other properties in the district. **Property abuts mostly commercially zoned properties.**

Recommendation

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

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

Attachments

- Location Map
- Site Picture
- Application

Site Pictures



Looking South from the front store parking lot



Looking east from the front store parking lot



Looking South from the front store parking



**City Council
Memorandum**

To: Mayor Fasbender and Hastings City Council
From: Lindsey Duggan, Community Development Intern
Date: August 19, 2024
Item: Downtown Parking Analysis

COMMISSION ACTION REQUESTED

Staff will present an analysis of existing Downtown Parking conditions at the meeting for review and discussion.

BACKGROUND

Purpose

The parking analysis was conducted to determine the following:

- An updated inventory of available public and private parking.
- Parking usage during various time periods and days of the week.
- Areas of higher concentration of use.
- Recent development's effect on parking utilization.
- Changes in utilization and to the study area since previous downtown parking studies conducted in 2017, 2021, and 2023.

Study Area

The research area is a span of 20 blocks, with the Mississippi River to the north, the Canadian Pacific Railroad to the east, 5th Street to the south, and Eddy Street to the west, while including the relatively new Confluence Hotel parking lot.

Please see Figure 1: Study Area

Zoning

Within the Study area most commercial, residential, and mixed occupancy buildings are zoned either C-3 (Community Regional Commerce), or DC (Downtown Core). Most single-family

residential areas are zoned R-2 (Single Family Residential) while higher density residential areas are zoned R-4 (High Density Residence) and RMU (Residential Mixed Use). This area also includes a small area zoned as I-1 (Industrial).

Please see Figure 2: Zoning Districts

History

Similar parking studies have been executed in previous years. In 2017, John Hinzman the Community Development Director completed a research study, and it concluded that the downtown parking supply has not reached saturation to a point where no parking is available. Grady Timmerman and Madelyn Swanson, previous community development interns, completed two more studies in 2021 and in 2023 and their findings provided evidence that led them to the same conclusions.

Prior research revealed underutilization of parking, or that parking is frequently accessible and often open, except in very few specific locations downtown. According to the study's findings, parking seemed to be available in Downtown Hastings during both peak and regular hours. Downtown parking has not been used to its full potential. Additionally, it was determined that existing buildings can be transformed into bars, taverns, and restaurants without significantly straining the available parking spaces.

EXISTING CONDITIONS

Parking Supply

There are 1,558 parking spaces within the study area. This includes on and off-street parking as well as parking lots but excludes residential driveway spaces. The public parking supply is 1,012 spaces, and the private parking supply is 546 spaces.

Please see Figure 3: Existing Parking Supply

Since 2023 the study area has been redesigned in a few ways:

Added parking spaces to study area: (128 Spaces total)

- Caring Hands Massage – 5th & Vermillion: 7 Spaces
- 5th – Vermillion to Sibley: 14 Spaces
- Confluence – Front Lot – 2nd Street: 4 Spaces
- Artspace Parking Lot: 58 Spaces
- Lake Isabel Flats Parking: 45 Spaces

Removed Parking Spaces from study area: (Total 26)

- Alley – N of Country Nites: 7 Spaces

- West Side Vermillion – 3rd to 2nd: 8 Spaces
- 4th – Bailly to Tyler: 11 Spaces

Existing Land Use

The study area includes a variety of land uses common to a historic downtown, such as warehouse and office space, restaurants, retail, residential, and industrial. These uses are often mixed within the same buildings. Many downtown buildings rely on on-street parking and adjacent public lots to accommodate the needs of their customers, residents, and employees rather than having separate off-street parking spaces.

This area contains approximately 536,165 square feet of commercial space and 255 apartment units. The is about 870,956 Square Feet in total. Specific land uses are as follows: (Please see figure 4: Land uses and intensity in a block-by-block breakdown)

Downtown Land Uses

<i>Office & Events</i>	187,663 sq ft
<i>Retail & Service</i>	126,332 sq ft
<i>Restaurant & Bar</i>	61,195 sq ft
<i>Warehouse</i>	186,847 sq ft
<i>Apartment</i>	255 Units

Provided Parking & Requirements

The City of Hastings has certain parking requirements under the City Code Chapter 155.09- Appendix B: Required Number of Spaces. The ordinance outlines the amount of spaces needed per square feet of a certain land use. A simplified version includes:

<i>Use</i>	<i>Units/s. f. In Study Area</i>	<i>Parking Requirements</i>	<i>Required Parking</i>
<i>Residential</i>	255	2 spaces per Unit	510
<i>Retail</i>	126,332	1 space per 200 s.f.	632
<i>Office/Event</i>	187,663	1 space per 300 s.f.	626
<i>Restaurant</i>	61,195	1 space per 50 s.f.	1224
<i>Warehouse</i>	186,847	1 space per 1000 s.f.	186

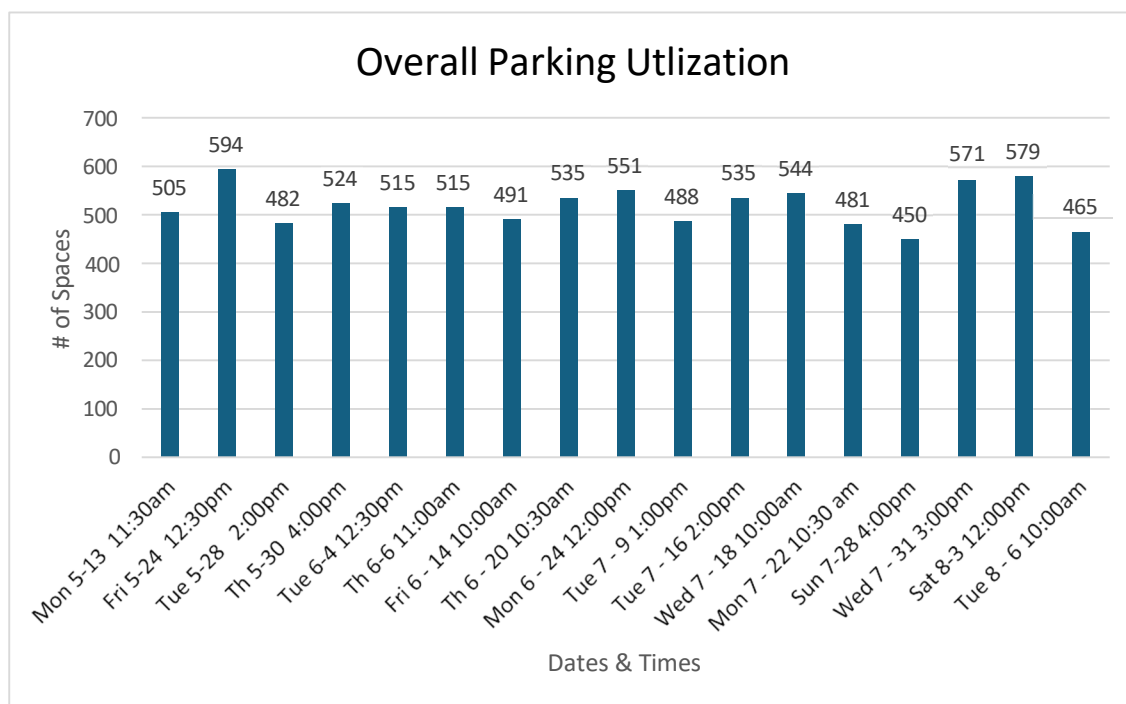
The total required parking for the study area is 3,178 parking spaces while we only provide 1,558 parking spaces. This shows that about 49% of the required parking is provided.

PARKING UTILIZATION

Methodology

Parking occupancy was surveyed 17 times between May 13th and August 6th to determine utilization. Surveys were conducted during various time periods and days of the week as follows:

<i>Time Period</i>	<i># of Surveys</i>	<i>Average Parking</i>	<i>%</i>
<i>Weekdays (M-F) BEFORE 12pm</i>	7	505.2	32%
<i>Weekdays (M-F) AFTER 12pm</i>	8	532.5	34%
<i>Weekends</i>	2	514.5	33%



Overall Parking Utilization

Figure 5 identifies the average parking utilization during all surveys conducted. Overall parking utilization provides a basis for determining instances of higher demand of certain parking areas. Areas where parking utilization was 50% or above were concentrated along 2nd Street and the adjoining parking streets and parking lots within one block of 2nd Street and include:

- 4th – Verm to Sibley
- 2nd – Eddy to Verm
- Parking Lot Under the Bridge

- American Legion South
- Block 3 – Levee Park Main
- Sibley – North of 2nd
- 2nd – Verm to Sibley
- 2nd – Sibley to Ramsey
- Ramsey – North of 2nd
- Tyler – 2nd to 1st
- Ramsey – 2nd to 3rd
- Olivers Grove South
- Sibley – 2nd to 3rd
- City Hall Parking Lot

Parking Utilization on Weekdays (M-F) Before 12pm

Figure 6 shows the average parking utilization on weekdays before 12pm. Higher concentrations of parking (50% and above) were found in the following areas:

- Parking Lot Under the Bridge
- Block 3 – Levee Park Main
- Sibley – North of 2nd
- Ramsey – North of 2nd
- Ramsey – 2nd to 3rd
- Olivers Grove South
- Sibley – 2nd to 3rd
- 3rd – Sibley to Ramsey
- City Hall Parking Lot
- Mississippi Terrace

Parking Utilization on Weekdays (M-F) After 12pm

Figure 7 identifies the average parking utilization on weekdays after 12pm. Higher concentrations of parking (50% and above) were found in the following areas:

- 4th – Verm to Sibley
- 2nd – Eddy to Verm
- Parking Lot Under the Bridge
- American Legion South
- Block 3 – Levee Park Main
- Sibley – North of 2nd
- 2nd – Verm to Sibley
- 2nd – Sibley to Ramsey
- Ramsey – 2nd to 3rd

- Olivers Grove South
- Sibley – 2nd to 3rd
- City Hall Parking Lot

Parking Utilization on Weekends

Overall parking utilization on the weekends is most comparable to weekdays after 12pm. The weekend utilization has an average of 33% of spaces being full while weekdays after 12pm have a 34% average. Weekends appear to have some similar places with higher concentrations, but there are also some distinct areas with higher and lower concentrations, including: (Please see figure 8: Weekend Utilization)

Areas With Higher Weekend Utilization

- 4th – Verm to Sibley
- Downtown Tire and Auto
- Confluence – Lower Deck
- 2nd – Eddy to Verm
- Parking Lot Under Bridge
- Block 3 – Levee Park Main
- Block 3 Alley
- Sibley – North of 2nd
- 2nd – Verm to Sibley
- Sibley – 2nd to 3rd
- East Side Verm – 2nd to 3rd

Areas With Lower Weekend Utilization

- 4th – Verm to Eddy
- EDS Dental (Former Wells Fargo) 4th & Verm
- 5th – Verm to Eddy
- Eddy – 5th to 4th
- EDS (Former Wells Fargo) – Eddy
- Parking Lots – NE 4th & Eddy
- Health Solutions Center
- 3rd Street – Tyler to Ramsey
- 220 Ramsey St
- Police & Building Parking Lot
- Century Link
- Carlson Financial

Utilization of Popular Downtown Parking Areas

Parking utilization of the top 10 most popular downtown parking areas are as follows:

	PARKING AREA	SPACES	MAX. USAGE	AVERAGE BEFORE 12PM	AVERAGE AFTER 12PM	AVERAGE WEEKEND	OVERALL %
#1	<i>Sibley Street North of 2nd</i>	7	8	5.6	5.4	6.5	80%
#2	<i>Parking Lot Under TH 61 Bridge</i>	43	41	30.6	33.5	36	72%
#3	<i>City Hall Parking Lot</i>	62	55	46.9	47	29.5	75%
#4	<i>Block 3- Levee Park Main</i>	108	86	73.9	75.9	73	69%
#5	<i>4th – Vermillion to Sibley</i>	15	15	9.9	9.5	11.5	66%
#6	<i>Sibley Street – 2nd to 3rd</i>	17	17	11	10.8	15.5	64%
#7	<i>2nd – Vermillion to Sibley</i>	20	20	12	15	14.5	60%
#8	<i>2nd – Eddy to vermillion</i>	18	17	10.5	11.8	12	59%
#9	<i>Confluence Ramp – Lower Deck</i>	34	20	9.5	10.2	19	32%
#10	<i>Red Rock Parking Lot</i>	100	43	32.6	30.9	20	30%

Please see figure 9: Popular Downtown Parking Areas

ANALYSIS

2023 Versus 2024

From 2023 to 2024, the existing parking supply increased from 1,456 to 1,558 parking spaces. Out of the new parking space total 1,012 of those parking spaces are public and 546 are private. The cause for this increase in parking supply is due to new developments and areas studied. In 2024, the overall average parking utilization was 32%, roughly equivalent to 519 parking spaces. This is comparable to the 32.95% utilization reported in 2023, indicating that the average number of utilized spaces has remained relatively stable. Additionally, the data reveals an increase in downtown parking, with several lots showing utilization rates of 50% or more. The

increase in available spaces over the past year has facilitated downtown parking growth while keeping the overall average utilization consistent. In 2024, the category with the highest utilization shifted from weekdays between 8 AM and 2 PM to weekdays (Monday through Friday) after 12 PM. Overall, it is evident that many areas of the downtown parking supply remain underutilized.

Effects of Recent Developments

Since the 2023 study, the area has undergone several revisions and redesigns, including the construction of new developments such as the Lake Isabelle Flats. These changes have influenced the supply, demand, and utilization of downtown parking. For instance, the updated mapping eliminated parking spaces on 4th Street (Bailly to Tyler), West Side Vermillion (3rd to 2nd Street), and the Alley north of Country Nites, resulting in a loss of 26 spots.

In contrast, new parking areas were added, including Caring Hands Massage on 5th Street and Vermillion, 5th Street (Vermillion to Sibley), the front lot at The Confluence on 2nd Street, the recently constructed Artspace Parking Lot, the gravel lot just north of Artspace, and the parking lot at the Lake Isabelle Flats.

In 2023, the number of parking spaces was reduced from 1,500 to 1,465 due to residential and commercial expansion. Despite this reduction, the parking data remains close to the 2021 figures, indicating continued underutilization. The revised route introduced 128 new parking spaces, 114 of which are private and 14 are public, bringing the total to 1,558 spaces in 2024. Currently, about 68% of these spaces are still underutilized.

The newly constructed Lake Isabelle Flat's impact on downtown's parking demand and utilization was analyzed and was found to have a minimal effect on the surrounding area as it provided on-site parking for its tenants. This compares to the data collected in 2021 with the newly constructed Artspace Lofts and its impact back then. The Artspace Loft's only utilized 42% of its spaces in 2021 and it has decreased to a 36% utilization in 2024. The Lake Isabel Flats have similarly underutilized its parking with only a 12% use in average. Nonetheless, future development projects that are presently being considered within the study region may benefit from the data from these two significant developments. This is a crucial finding for developers trying to navigate around the Downtown Core's mandate that each dwelling unit must have two parking spaces.

2021 Versus 2023

From 2021 to 2023, the existing parking supply decreased from 1,500 to 1,456 spaces. This can be contributed to new developments and redevelopments, like Lake Isabel Flats and Spiral Pizza, removing parking spaces to contribute to residential and commercial expansion. These goals align with the 2040 Comprehensive Plan to provide more high-density housing and expanding

opportunities for businesses. 1,007 of those parking spaces are public and 420 are private. That is a decrease of 62 public parking spaces and 11 private parking spaces. Average parking utilization for all times and days of the week surveyed in 2021 was 31.3% or 469.5 spaces. Compare that to 2023, which saw an average utilization rate of 32.95% and 470 spaces. The highest utilized category switched from weekdays after 5pm in 2021 to weekdays from 8am-2pm in 2023. Since the study conducted in 2021, the Confluence has built a private parking lot, Spiral Pizza has removed its Vermillion Street parking in favor of outdoor dining space and Lake Isabel Flats removed the public parking spots from the former UBC lots. All of which have had an impact on downtown's parking supply, demand, and utilization. (Madelyn Swanson, 2023)

2017 Versus 2021

From 2017 to 2021, the existing parking supply increased from 1,378 to 1,500 available parking spaces. 1,069 of those parking spaces are public and 431 are private. That is an increase of 84 public parking spaces and 38 private parking spaces. Average parking utilization for all times and days of the week surveyed in 2021 was 31.3% or 469.5 spaces. Compare that to 2017 which saw an average utilization rate of 28.9% and 398.6 spaces. That equates to about a 17.8% increase during that 4-year time period. The data also found an increase in the number of areas that exceeded the 75% utilization threshold. This is especially true in the 4-block area bounded to the west by Highway 61, to the south by 3rd Street, to the east by Ramsey Street, and to the north by Levee Park. With as many as five locations within that area surpassing the threshold compared to only one in 2017. The highest utilized category also switched from weekdays 9am to 5pm in 2017 to weekdays after 5pm in 2021. Since the study conducted in 2017, a parking ramp has been constructed, parklets have been installed, Artspace Lofts was completed, Levee Park improvements were made, and Confluence continued its redevelopment of Hudson Manufacturing. All of which have had an impact on downtown's parking supply, demand, and utilization. (Grady Timmerman, 2021)

PROXIMITY OF PARKING TO STOREFRONTS

Downtown Vs. Wal-Mart

Figure 10 overlays Wal-Mart Hastings and its related parking onto the downtown area to show the proximity of parking to storefronts. The distance between Wal-Mart parking and areas within the store are comparable to a one or two block walk within the downtown area. Most individuals tolerate the Wal-Mart distance to parking without question.

Figure 1: Study Area

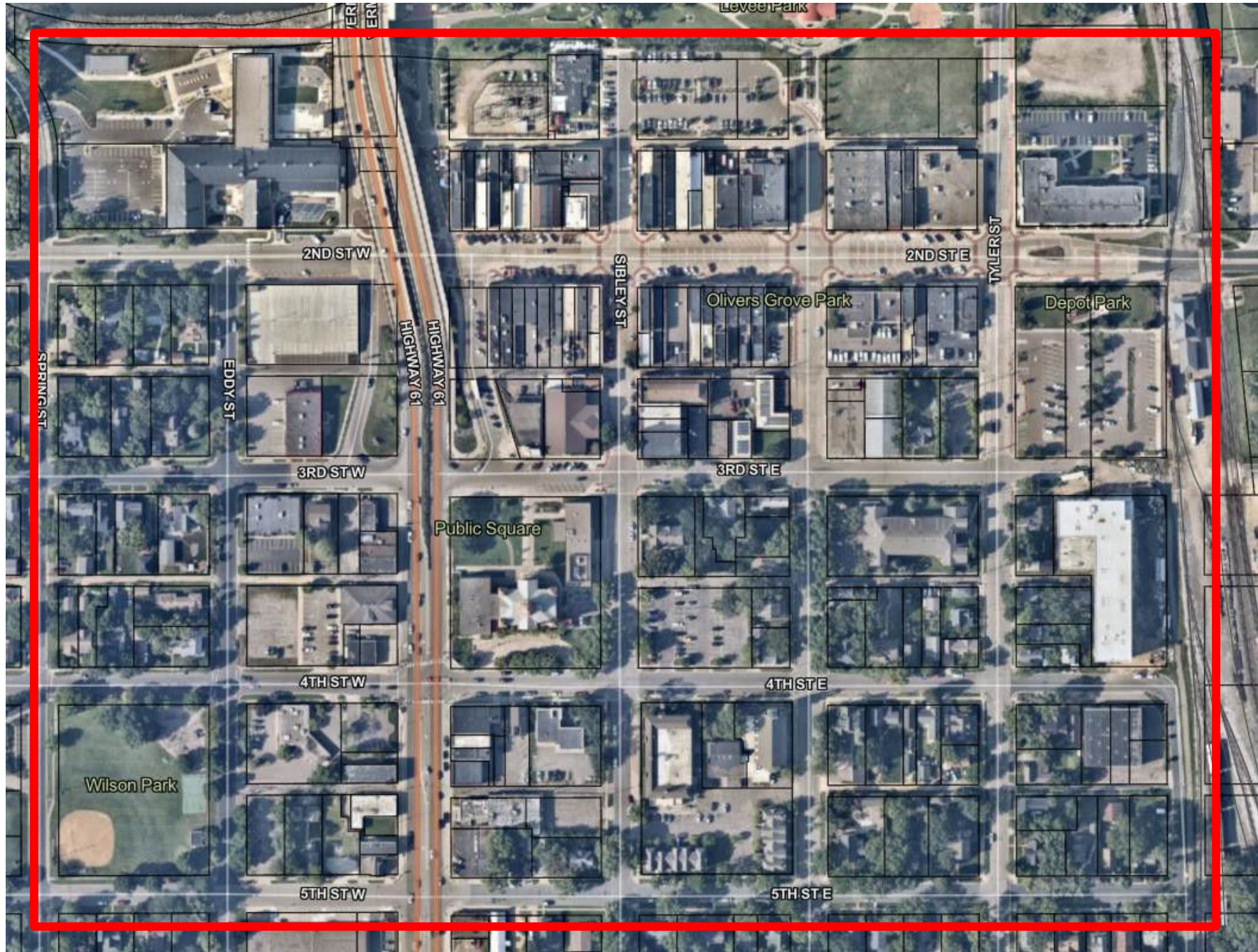
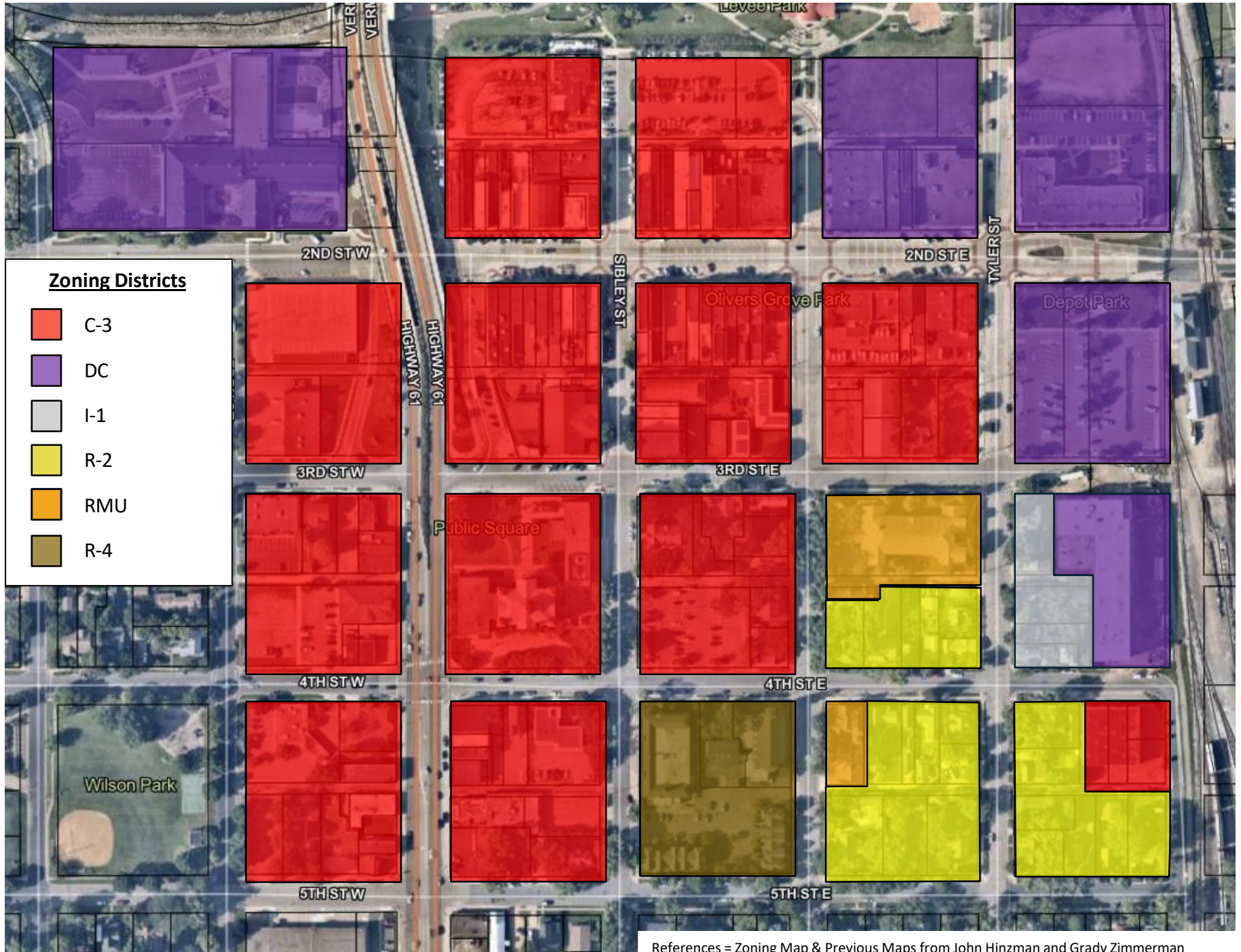
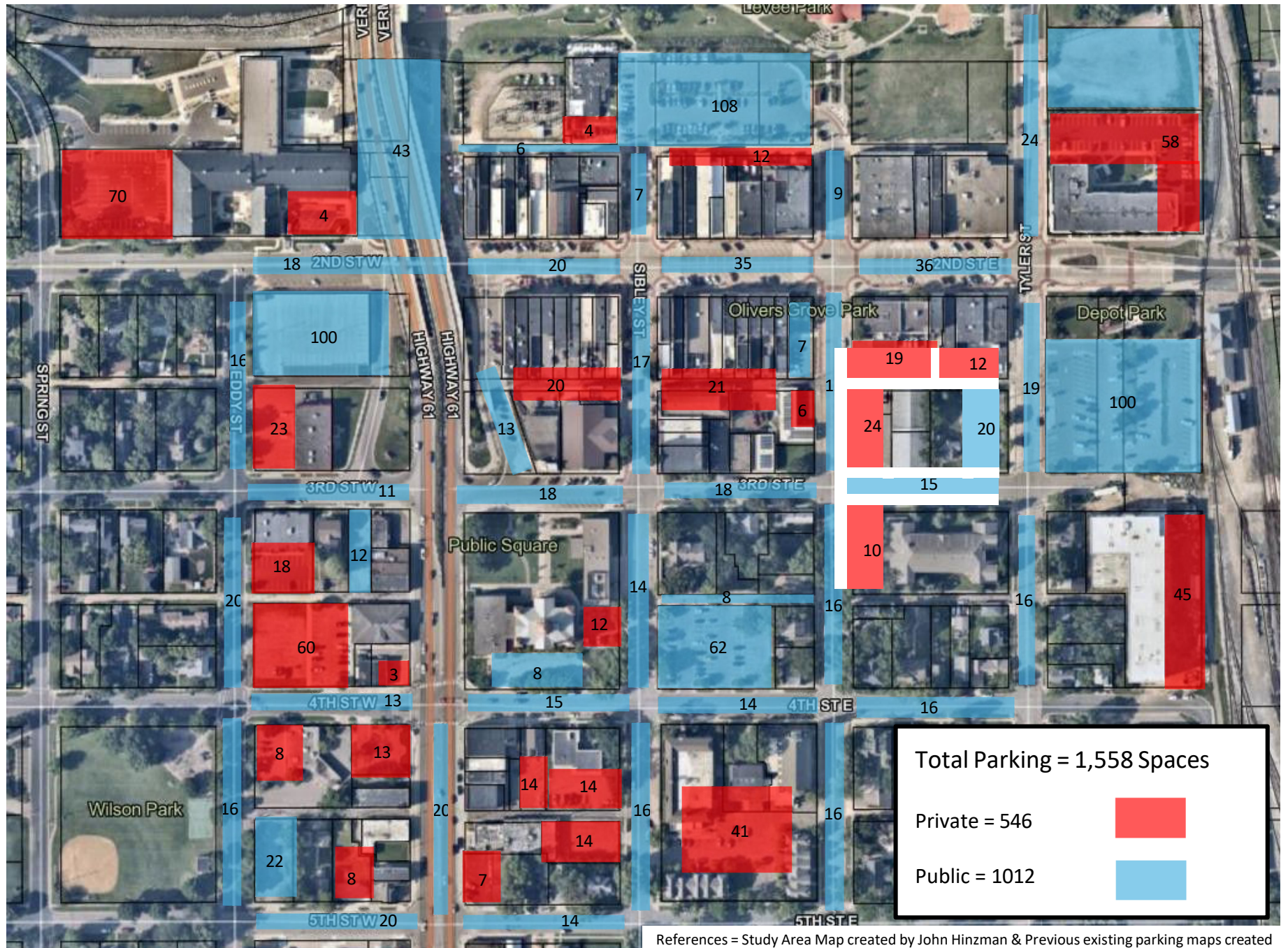


Figure 2: Zoning Districts



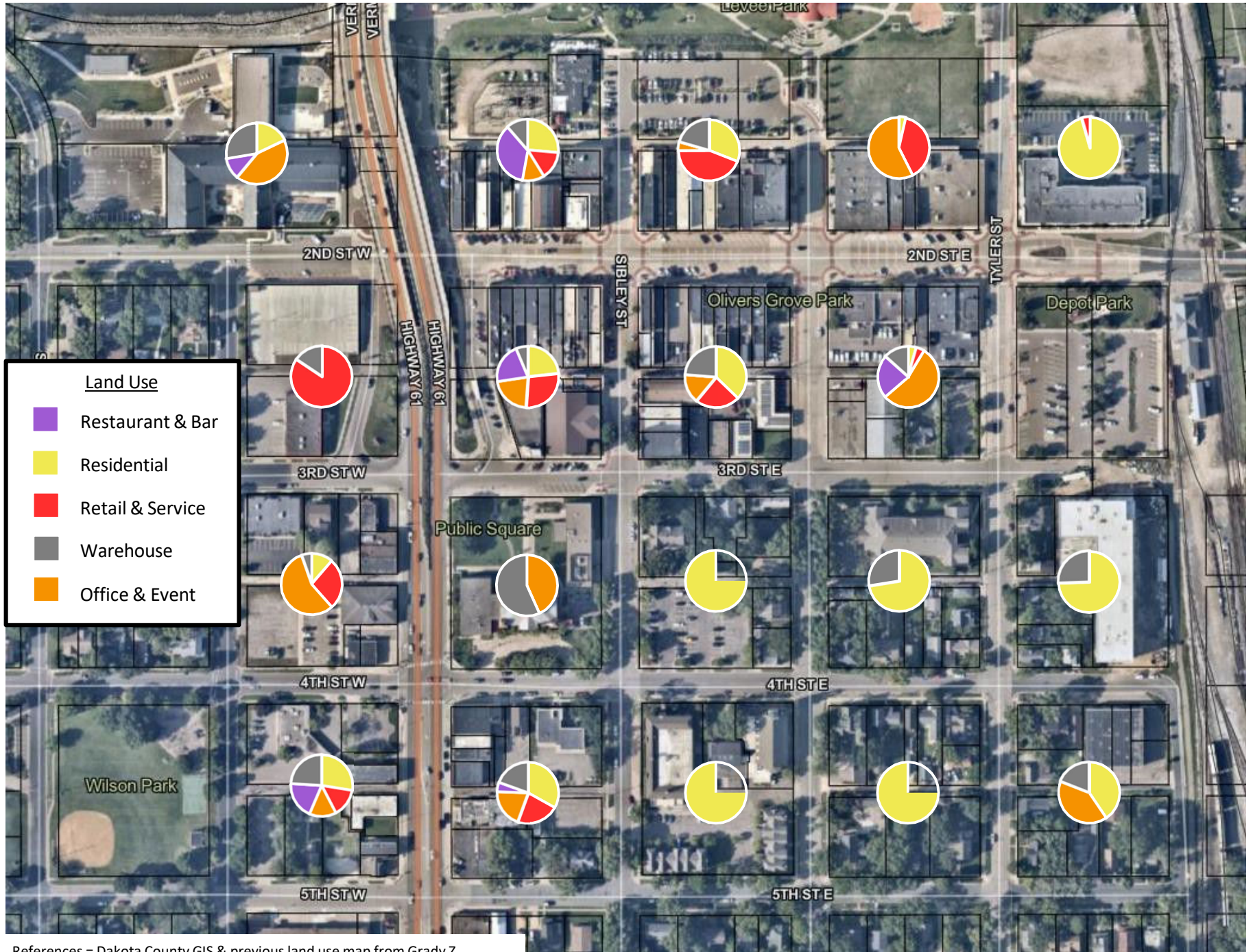
References = Zoning Map & Previous Maps from John Hinzman and Grady Zimmerman

Figure 3: Existing Parking Supply



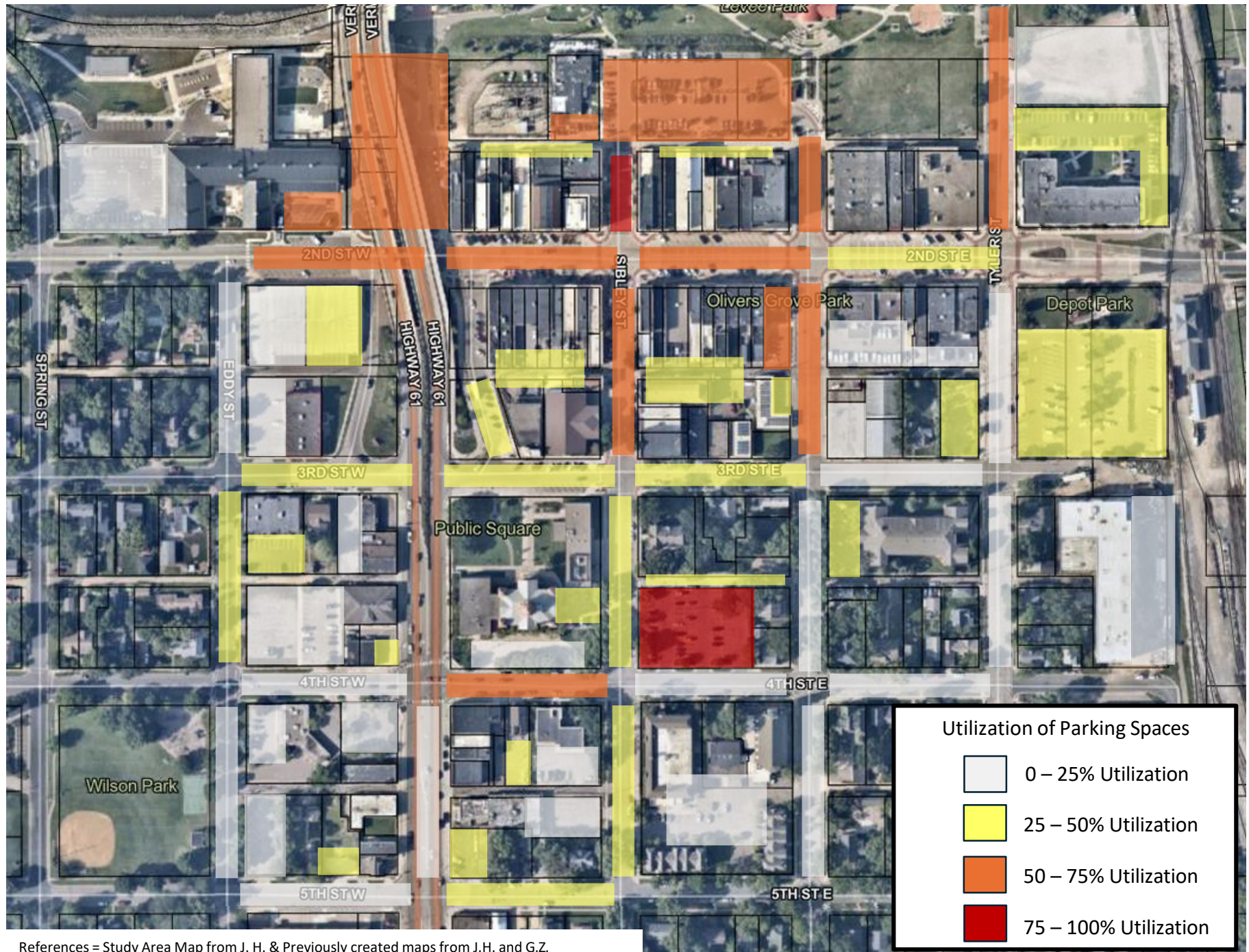
References = Study Area Map created by John Hinzman & Previous existing parking maps created

Figure 4: Land Use & Intensity



References = Dakota County GIS & previous land use map from Grady Z.

Figure 5: Existing Overall Parking Utilization



References = Study Area Map from J. H. & Previously created maps from J.H. and G.Z.

Figure 6: Existing Parking Utilization – Weekdays before 12pm

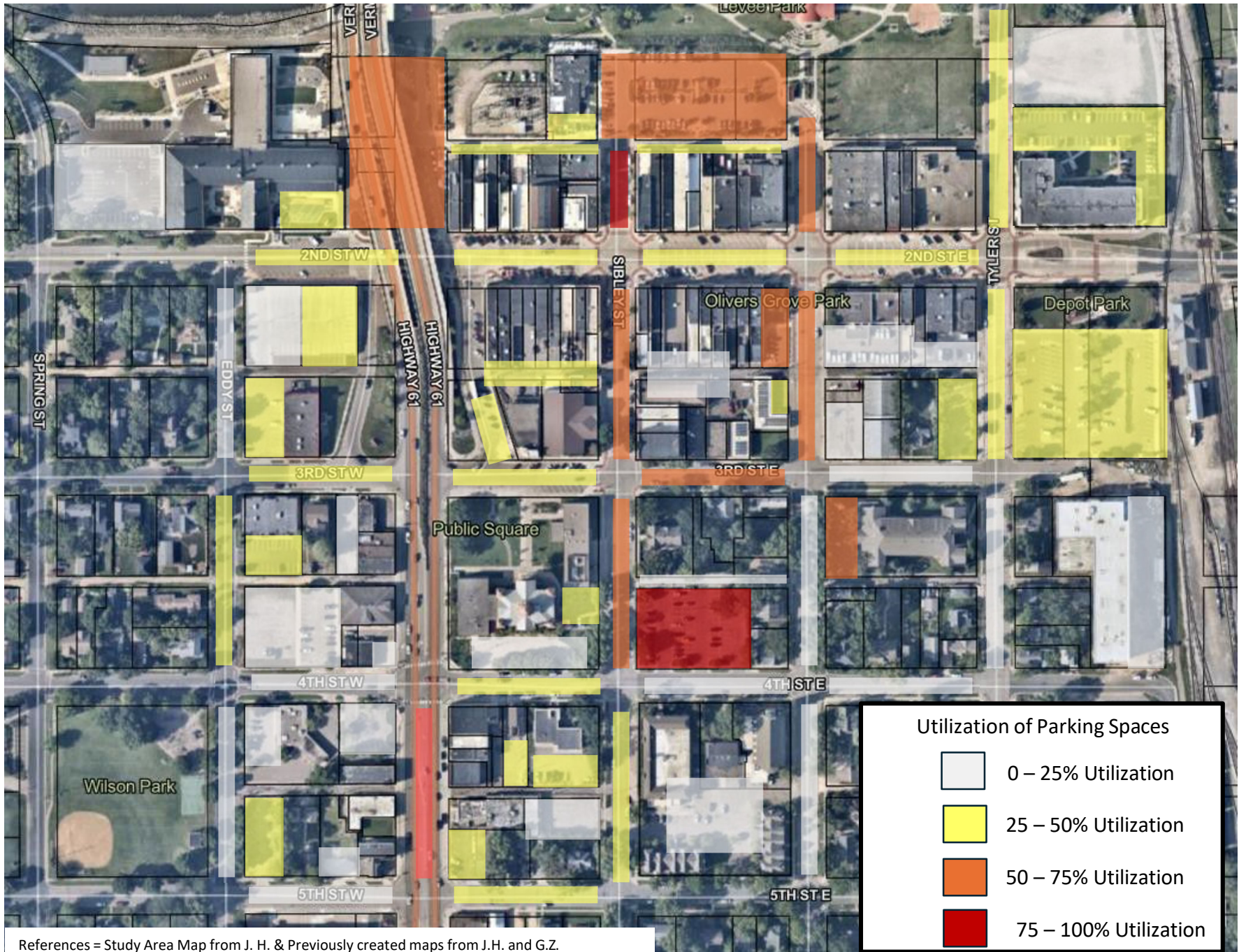
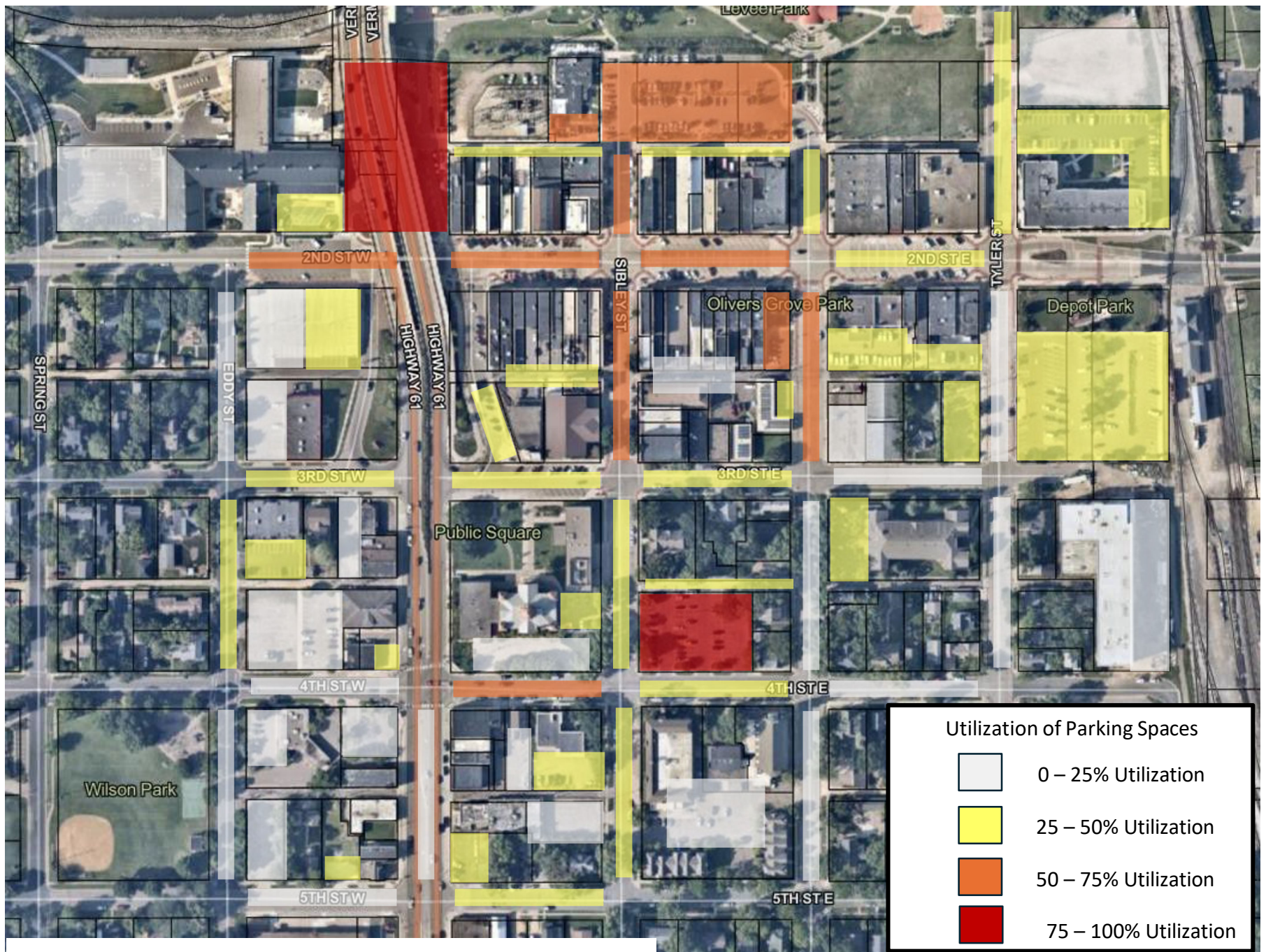
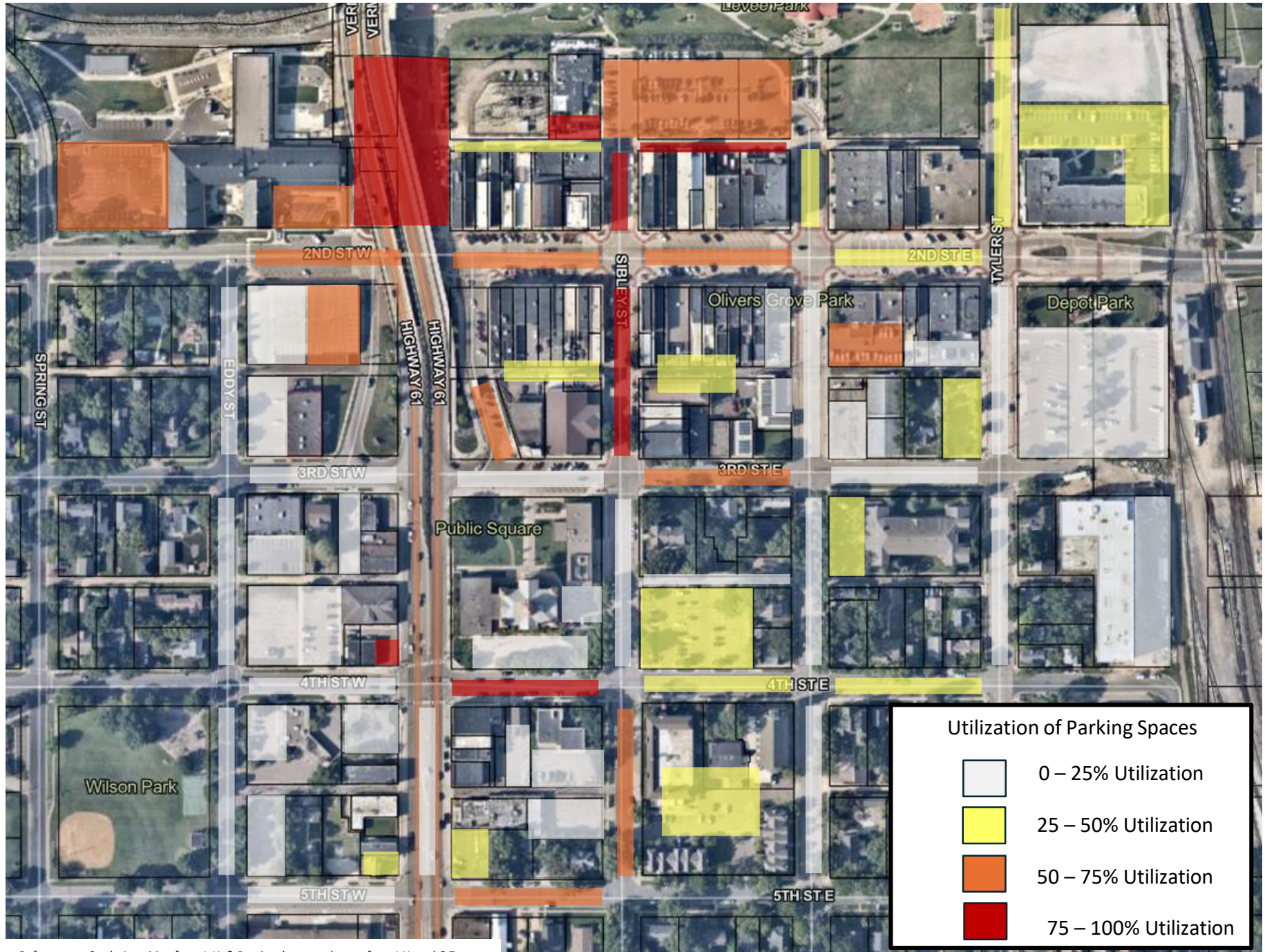


Figure 7: Existing Parking Utilization – Weekdays after 12pm



References = Study Area Map from J. H. & Previously created maps from J.H. and G.Z.

Figure 8: Existing Parking Utilization - Weekends



References = Study Area Map from J. H. & Previously created maps from J.H. and G.Z.

Figure 9: Popular Downtown Parking Areas

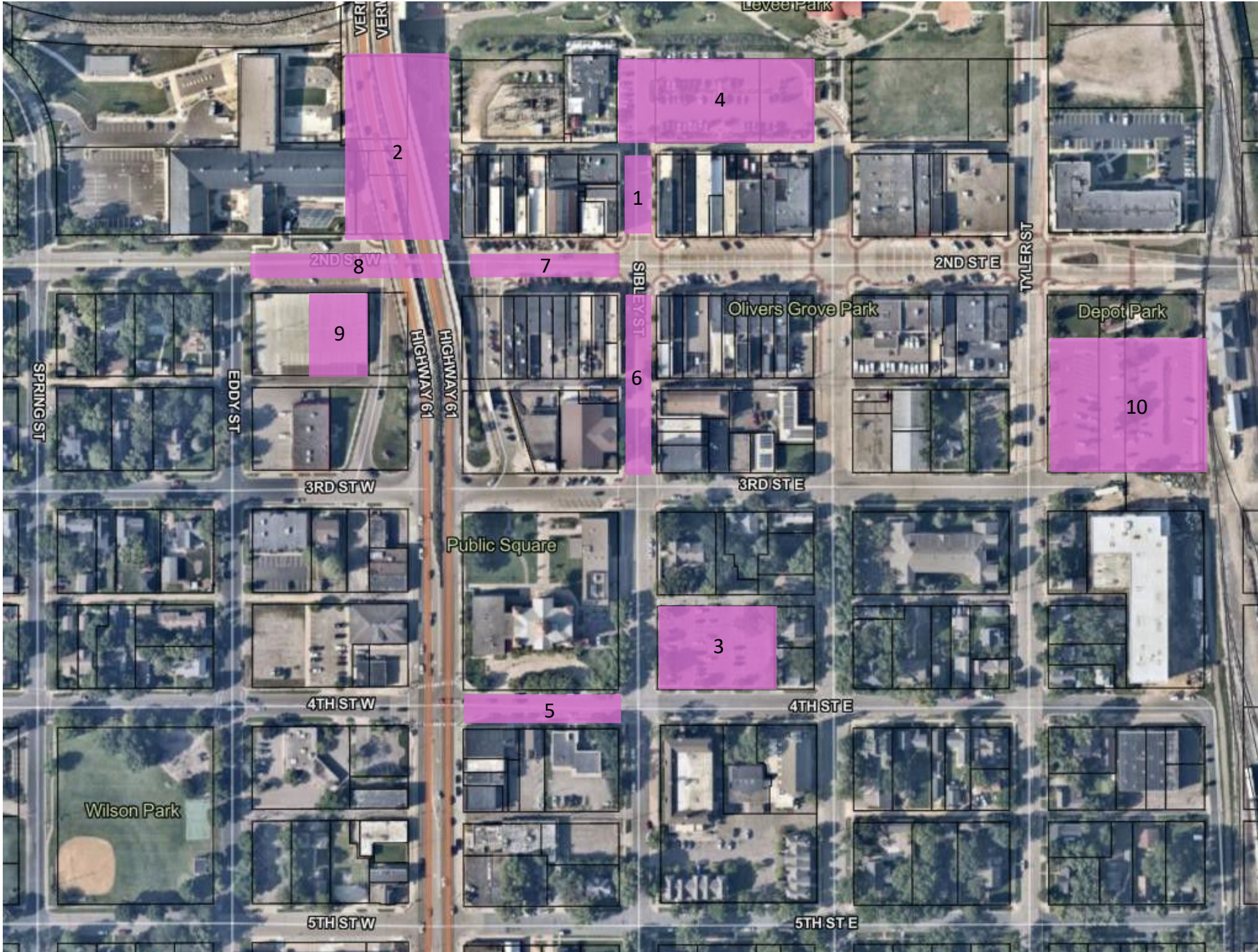
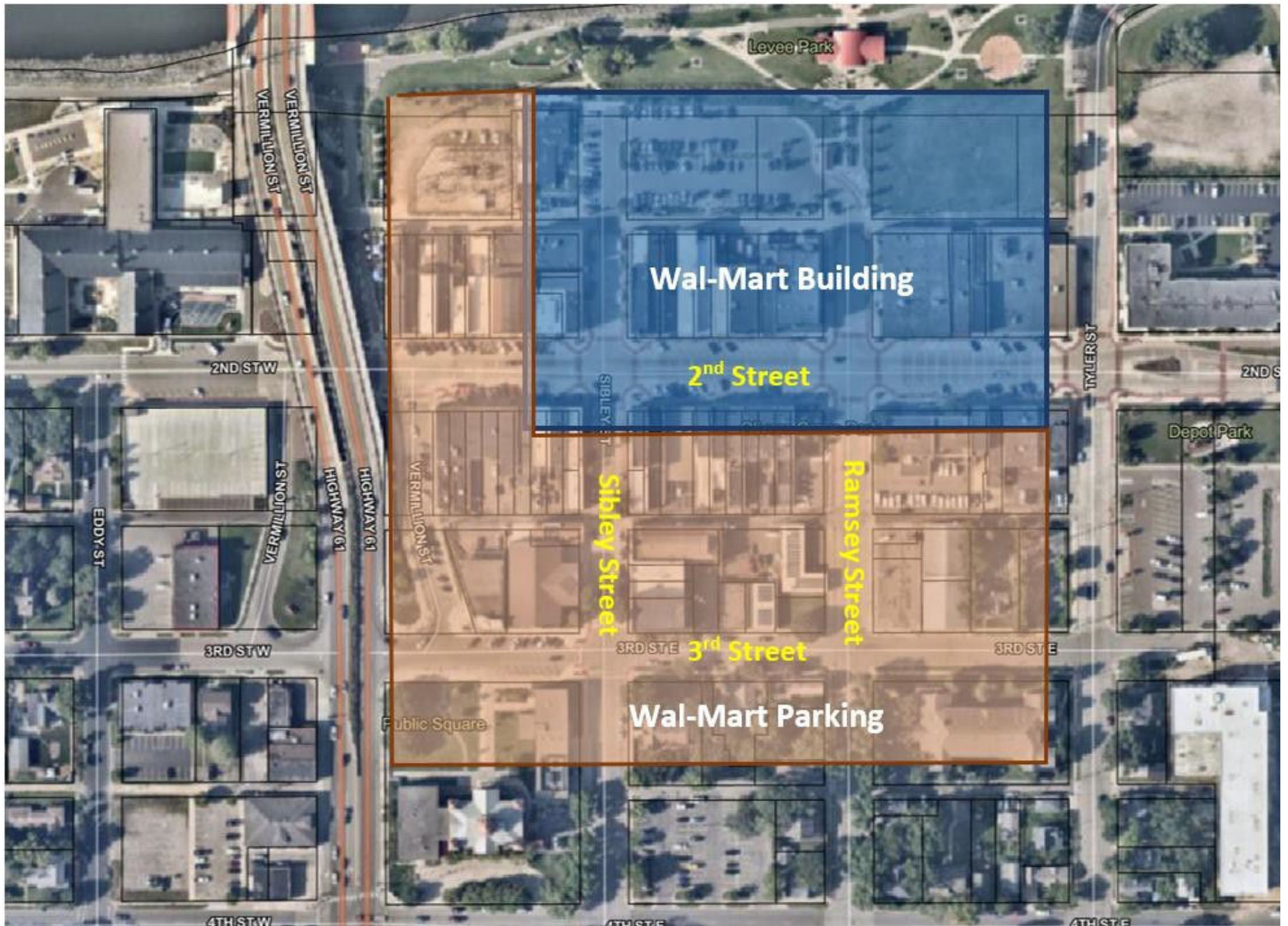


Figure 10: Proximity to Parking – Downtown VS. Wal-Mart





City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: August 19, 2024
Item: Approve New Cannabis Product Retail License for Upward Solutions LLC dba ACE Liquor

Council Action Requested:

Approve the attached resolution approving a new Cannabis Product Retail License for Upward Solutions LLC dba ACE Liquor, 1355 South Frontage Road, Suite 333.

Background Information:

The City has received and reviewed an application for a new Cannabis Product Retail License for Upward Solutions LLC dba ACE Liquor, 1355 South Frontage Road, Suite 333. Currently, this license allows for the sale of adult-use cannabinoid or cannabis products containing 0.3% or less of THC.

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

Financial Impact:

The associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**APPROVING A NEW CANNABIS PRODUCT RETAIL LICENSE
FOR UPWARD SOLUTIONS LLC DBA ACE LIQUOR, 1355 SOUTH FRONTAGE ROAD,
SUITE 333**

WHEREAS, the City has received and reviewed an application for a new Upward Solutions LLC dba ACE Liquor, 1355 South Frontage Road, Suite 333; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Cannabis Product Retail License for Upward Solutions LLC dba ACE Liquor, 1355 South Frontage Road, Suite 333 is approved, unless revoked by City Council.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 19TH DAY OF AUGUST, 2024.

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: August 19, 2024
Item: Consider New Cannabis Product Retail License for Westview Smokes, 1355 South Frontage Road, Suite 420

Council Action Requested:

Consider the attached resolution approving a new Cannabis Product Retail License for Westview Smokes, 1355 South Frontage Road, Suite 420.

Background Information:

The City has received and reviewed an application for a new Cannabis Product Retail License for Westview Smokes, 1355 South Frontage Road, Suite 420. Currently, this license allows for the sale of adult-use cannabinoid or cannabis products containing 0.3% or less of THC.

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

Compliance Overview:

Westview Smokes - 1355 South Frontage Rd, 420 Hastings MN

- 6/18/2024 - Violation of Hastings City Ord 117.03 Misdemeanor Sell THC Product without a City License
- In May of 2023, the Minnesota Department of Revenue notified the City that they had recently seized cigarette and/or tobacco products as contraband under Minnesota Statute 297F.21. Please see attached letter for additional information.

Financial Impact:

The associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Minnesota Department of Revenue Seized Cigarette/Tobacco Product Notification
- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**APPROVING A NEW CANNABIS PRODUCT RETAIL LICENSE
FOR WESTVIEW SMOKES, 1355 SOUTH FRONTAGE ROAD, SUITE 420**

WHEREAS, the City has received and reviewed an application for a new Westview Smokes, 1355 South Frontage Road, Suite 420; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Cannabis Product Retail License for Westview Smokes, 1355 South Frontage Road, Suite 420 is approved, unless revoked by City Council.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 19TH DAY OF AUGUST, 2024.

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor

May 16, 2023

Tobacco Licensing Division
101 EAST 4TH ST
HASTINGS, MN 550331955

Seized Cigarette/Tobacco Product

The Minnesota Department of Revenue recently seized cigarette and/or tobacco products as contraband under Minnesota Statute 297F.21 from a business located in your jurisdiction. Because all time periods for judicially challenging the seizure have expired, the property has been forfeited to the State.

Attached you will find a copy of our Notice of Seized Contraband. The notice lists the products we seized.

Why are you contacting me?

We are providing you information about our seizure of tobacco contraband so you may take any action against the city/county license as appropriate.

Contact me if you have any questions.

Sincerely,

Steve Johnson
Compliance Coordinator
Phone: 651-556-4708
Email: steve.johnson@state.mn.us

Supervisor Contact Information:
Dan Hughes
651-556-4750
dan.hughes@state.mn.us

February 15, 2023

ID: XX-XXX8921 X-E-02
Letter ID: L2125939360
Notice Date: February 15, 2023WESTVIEW SMOKES INC
1355 S FRONTAGE RD
STE 420
HASTINGS MN 55033-2491

Notice of Seized Contraband

Seized Date and Time: 13-Feb-2023 415PM
Seized by: TOM & BECKY
Seizure Location: 1355 S FRONTAGE RD STE 420
HASTINGS MN 55033-2491
Seized From: WESTVIEW SMOKES INC

The Minnesota Department of Revenue seized the following property as contraband under the authority granted to the commissioner of revenue (Minnesota Statutes Chapter 297F)

Quantity	Unit	Product Description
17	Stick	Crux Epicure Robusta Extra Cigar
73	Stick	Crux Epicure Corona Gordo
75	Stick	Crux Epicure Robosto
89	Stick	Crux Epicure Toro
37	Stick	Crux Epicure Gordo
17	Stick	Crux Epicure Maduro Corona Gorda
63	Stick	Crux Epicure Maduro Robusto
32	Stick	Crux Epicure Maduro Robusto Extra
37	Stick	Crux Epicure Maduro Short Salomone
20	Stick	Crux Epicure Maduro Gordo
4	Stick	Crux Du Connoisseur No 2
9	Stick	Crux Du Connoisseur No 3
8	Stick	Crux Du Connoisseur No 4
28	Stick	Crux Bull & Bear Robusto Extra
38	Stick	Crux Bull & Bear Toro
66	Stick	Crux Bull & Bear Marblehead Gordo
38	Stick	Crux Limitada Box Press Marblehead
5	Stick	Crux Limitada Box Press Cuban
4	Stick	Crux Guild Corona's

55 Stick Crux Guild Robusto's
86 Stick Crux Guild Toro

The property listed was seized as contraband under the authority granted in M.S. 297F. The specific section of the law under which this property is declared to be contraband is M.S. 297F.21, which state(s).

Subdivision 1. Contraband defined. The following are declared to be contraband and therefore subject to civil and criminal penalties under this chapter

Cigarette/Tobacco 297F.21

(g) Cigarette packages or tobacco products obtained from an unlicensed seller.

(i) Tobacco products on which the tax has not been paid by a licensed distributor.

What must I do?

You must request a judicial review of this seized property within 60 days of the Notice Date. If you do not, the property that we seized will become property of the state of Minnesota.

How do I demand a judicial review?

1. File a civil complaint with the court administrator in the county where the seizure occurred.
2. Include proof that you served a copy of the complaint on the Department of Revenue.
3. List your name as "plaintiff" and the seized property as "defendant" in the title of the complaint.
4. State the grounds on which you allege the property was improperly seized and what your ownership interest is in the property.

You do not have to pay the court filing fee if it is determined you cannot afford the fee. If the value of the seized property is \$15,000 or less, you can file an action in conciliation court to recover the property. If the value of the seized property is less than \$500, you do not have to pay the conciliation court filing fee.

Steven Johnson
Revenue Tax Specialist
Phone: 651-556-4708
Email: steve.johnson@state.mn.us
Fax: 651-282-3933



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: August 19, 2024
Item: Consider New Cannabis Product Retail License for Hastings Tobacco 1, 1769 Market Blvd

Council Action Requested:

Consider the attached resolution approving a new Cannabis Product Retail License for Hastings Tobacco 1, 1769 Market Blvd.

Background Information:

The City has received and reviewed an application for a new Cannabis Product Retail License for Hastings Tobacco 1, 1769 Market Blvd. Currently, this license allows for the sale of adult-use cannabinoid or cannabis products containing 0.3% or less of THC.

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

Compliance Overview:

Hastings Tobacco 1 – 1769 Market Blvd, Hastings MN

- 6/18/2024 – Violation of Hastings City Ord 117.03 Misdemeanor Sell THC Product w/o License
- 8/25/2020 – Potential ordinance violation check for selling paraphernalia. Located items of paraphernalia for sale - advised to remove. Follow up on 9/3/2020 – items of paraphernalia not removed and again advised to remove them. *While at store, officer witnessed a sale of tobacco to minor (see *9/3/2020 below) Follow up on 9/8/2020 – all items had been removed.
- *9/3/2020 – Violation of MSS 609.685.1a(a) - Sale of Tobacco to Children Under 21 Years of Age
- 04/06/2020 – Investigated anonymous complaint the business is open in violation of Governor’s Executive Order re: Covid-19 pandemic. Was advised to close. While at store, Officer observed an open bar area where customers use vaping and/or tobacco products. Officer advised this is in violation of MN Clean Air Act and City Ordinance, if this were to continue when open, and advised on signage and cordoning off bar area.
- 11/23/2016 – Violation of MSS 609.685.1a(a) Sale of Tobacco to Children Under 21 Years of Age, and MSS 609.506.1 Give False Name to Police Officer

- 4/1/2011 – Assist other Agency (MN Revenue Agent). While on scene HPD located and confiscated several packets/containers of synthetic marijuana
- 7/27/2010 – Compliance Check – Violation of Hastings City Ord 130.16 Drug Paraphernalia. (Search Warrant conducted and approximately 1,000 items of paraphernalia confiscated and destroyed)

Financial Impact:

The associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**APPROVING A NEW CANNABIS PRODUCT RETAIL LICENSE
FOR HASTINGS TOBACCO 1, 1769 MARKET BLVD.**

WHEREAS, the City has received and reviewed an application for a new Hastings Tobacco 1, 1769 Market Blvd.; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Cannabis Product Retail License for Hastings Tobacco 1, 1769 Market Blvd. is approved, unless revoked by City Council.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 19TH DAY OF AUGUST, 2024.

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor