

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Tuesday, September 3, 2024

7:00 p.m.

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

Promotions and New Employees

Sawyer Jackson

Brandon Lubinski

- V. APPROVAL OF MINUTES**

Approve Minutes of the City Council regular meeting on August 19, 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. Approve Special Event Designation – Fall Market Festival
- 3. Approve Amendment to Development Agreement – Heritage Ridge 3rd Addition
- 4. Authorize Signature – Sanitary Sewer Service Repair Request – 218 18th Street W
- 5. Authorize Signature – Water Service Repair Request – 527 Tiffany Drive
- 6. Authorize Signature – School Resource Officer and Traffic Control Agent Program Agreement

- 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. Continue: Public Hearing: Special Use Permit – Cannabis – Hastings Tobacco 1 (1769 Market Blvd)
 - a. Table: Resolution: Special Use Permit – Cannabis – Hastings Tobacco 1 (1769 Market Blvd)

Sign up to receive automatic notification of Council agendas
At ccagenda-subscribe@hastingsmn.gov or by calling 651-480-2350
City Council packets can be viewed in searchable format on the City's website at
<https://www.hastingsmn.gov/city-government/city-council/city-council-documents-copy>

- b. Table: Resolution: Cannabis Retail Sales License for 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. Receive Update on Water Treatment Plant Siting Study
- 2. Resolution of Intent to Participate – MnDOT Highway 55 Signal Replacements Project S.P. 1910-57, Pleasant Drive and Westview Drive Intersections
- 3. Approve Industrial Park Water Tower Plans and Specifications with Exception to the Prevailing Wage Policy and Authorize Advertisement for Bids

B. Parks and Recreation

C. Community Development

D. Public Safety

- 1. Special Vehicles on City Streets

E. Administration

- 1. Resolution: Approve Preliminary 2025 City Property Tax Levy, Preliminary Budget, and Setting Truth in Taxation Hearing
- 2. Resolution: Approve Proposed 2025 HEDRA – HRA Special Tax Levy
- 3. PFAS Update

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, September 16, 2024 7:00 p.m.

Hastings, Minnesota
City Council Meeting Minutes
August 19, 2024

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, August 19, 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
Community Development Director John Hinzman
Community Development Intern Lindsey Duggan
Assistant City Engineer John Caven

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council special meeting on July 22, 2024 and regular meeting on August 5, 2024.

Minutes were approved as presented.

Council Items to be Considered

Motion to add Joint Powers Agreement with the DNR for repair of the boat launch to the Consent Agenda.

Councilmember Pemble motioned to add the Joint Powers Agreement to the Consent Agenda, seconded by Councilmember Lawrence.

7 Ayes, 0 Nays.

Consent Agenda

Councilmember Fox motioned to approve the Consent Agenda, seconded by Councilmember Haus.
7 Ayes, 0 Nays.

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 No. 08-04-24: 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 No. 08-05-24: Accept Donations for the 2024 National Night Out Lions Park Neighborhood Celebration
9. Resolution No. 08-06-24: Approve Fund Closures
10. Approve Revised Purchasing Policy

11. Resolution No. 08-07-24: 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
15. Approve Joint Powers Agreement – Minnesota Department of Natural Resources - Public Water Access

Public Hearing\Resolution No. 08-08-24: Special Use Permit – Cannabis – Westview Smokes (1355 South Frontage Rd)

Duggan provided a summary of the request for a Special Use Permit to allow Cannabis Retail Sales at Westview Smokes at 1355 South Frontage Rd. The Zoning Code outlines performance standards and prohibited acts pertaining to Cannabis. Duggan provided a summary of the Planning Commission review and shared Special Use Permit approvals require six of seven Councilmembers.

Council discussion on dissenting vote representing the non-compliance in selling without a license. Clarification on cannabis and edibles differentiation and how that prepares for the state law changes coming in 2025. Hinzman indicated the Special Use Permit would allow for both uses and that additional discussion around new cannabis laws will be held at a future City Council Workshop.

Mayor Fasbender opened the public hearing at: 7:07 p.m.

Mayor Fasbender closed the public hearing at: 7:07 p.m.

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

Public Hearing\Resolution No. 08-09-24: Special Use Permit – Cannabis – Hastings Tobacco 1 (1769 Market Blvd)

Clarification is needed and applicant has waived the 60 Day Rule for a decision. Council made a motion to continue the public hearing and special use permit resolution, as well as the associated cannabis retail sales license until the City Council's meeting on September 3.

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

Resolution No. 08-10-24: CSAH 42 Corridor Study Recommended Scope of Improvements – Dakota County

Dakota County representative Bryce LeBrun provided an overview of the study and feedback from open houses and corridor data. The study area is CR 42/Nininger/2nd Street from Lock Blvd to Spring St. Preliminary recommendations include curb extensions at intersections, add dedicated left turn lanes, and evaluate right turn lanes. Evaluate signing, striping, and lighting improvements. There are potential trail improvements being considered through expansion of existing trails or additions where there is no trail. Construction anticipated in 2027 and mill and overlay tentatively slated for 2028. Part of the project would be

cost share between the County and the City.

Mississippi Greenway trail does not meet County greenway standards and improvements are anticipated for 2025.

Council discussion on the Greenway safety of cyclists and walkers coming down the hill with sharp turns. LeBrun indicated that there will be efforts to ease the slope and open sight lines for safer navigation of the path and possible signage. Council expressed concern about vehicle speeds of motorists coming into the City and potential solutions. Council expressed appreciation for the information and the effort put into each aspect of the project. Council posed questions regarding the length of time that the trails will be closed and encouraged the County to collaborate with the City's Arts & Culture Commission and keep the public apprised of any updates. Commissioner Slavik indicated that the County Arts Commission is looking at art installment related to Greenway development. Slavik shared the trail originally was a City asset but has shifted to become part of the County Greenway project, putting the funding on the County as a regional asset.

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

Resolution No. 08-11-24: Special Use Permit – Cannabis – ACE Liquor (1355 South Frontage Rd)

Duggan provided a summary of the request for a Special Use Permit to allow Cannabis Retail Sales at ACE Liquor at 1355 South Frontage Road. The Zoning Code outlines performance standards and prohibited acts pertaining to Cannabis. Duggan provided a summary of the Planning Commission review and shared Special Use Permit approvals require six of seven Councilmembers.

No Council discussion.

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

Downtown Parking Report

Duggan provided a summary of the Downtown Parking Report. Duggan provided map visuals to create distinct areas for the study. The goal was to continue calculating the average usage of parking spots in the downtown area. Duggan highlighted the changes since the 2023 study.

Council discussion on the value of the analysis of parking use and availability in downtown Hastings, as well as appreciation for the presentation. The Wal-Mart property overlay on the downtown area provided a helpful visual. Council expressed appreciation to the work put in to the study and presentation. Council discussion on the utilization comparison to cities of similar size and how the availability of parking in the downtown area could be communicated. Council discussion on the qualitative addition to the study that may look at other variables of defining who is parking in the areas, as overnight residents, visitors to the downtown. Council discussion on the study helping understand the true availability of parking.

Resolution No. 08-12-24: Approve New Cannabis Retail Sales License for ACE Liquor

Murtaugh reviewed the application for a new Cannabis Retail Sales License for Upward Solutions, LLC doing business as ACE Liquor. The license would allow for the sale of adult-use cannabis products

containing 0.3% or less of THC. ACE Liquor has met all the requirements to be issued the license, including an approved security plan.

No Council discussion.

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

Resolution No. 08-13-24: Approve New Cannabis Retail Sales License for Westview Smokes

Murtaugh reviewed the application for a new Cannabis Retail Sales License for Westview Smokes, 1355 South Frontage Road. The license would allow for the sale of adult-use cannabis products containing 0.3% or less of THC. Westview Smokes has met all the requirements to be issued the license, including an approved security plan.

No Council discussion.

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

Resolution: Approve New Cannabis Retail Sales License for Hastings Tobacco 1

Clarification is needed and applicant has waived the 60 Day Rule for a decision. Council made a motion to continue the public hearing and special use permit resolution, as well as the associated cannabis retail sales license until the City Council's meeting on September 3. See item IX Awarding of Contracts and Public Hearing, #2.

Announcements

- Thank you to the City of Red Wing and the Red Wing Fire Department of use of an engine last week when we had apparatus in the shop. This kind of inter-department collaboration helps keep our communities safe. Thank you.
- Happy Birthday next week to Councilmember Fox.
- Summer Rec Programs at Levee Park
 - Wednesday, Aug 21, Storytime in the Park with the theme "Jungle." A partnership with Pleasant Hill Library.
 - Thursday, Aug 22, Music in the Park with "BOB, The Music of Bob Dylan – Tribute to Bob Dylan." Supported by the Ruth and George Doffing Charitable Fund.
 - Thursday, Aug 29, Music in the Park with "Steam Machine – Old Time and Bluegrass." Supported by the Ruth and George Doffing Charitable Fund.
- Makers Market will be in Levee Park on Thursday, August 22. 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 "Double Down Daredevils" on August 25. Sponsored by Merchants Bank.
- Rec + Art + Police is Wednesday, Aug 28, at Vermillion Falls Park with choice art, a DJ, and contests. 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.

- City Offices will be closed Monday, September 2, in observation of Labor Day.

Meetings

- Heritage Preservation Commission Meeting on Tuesday, August 20, 2024 at 7:00 p.m.
- Parks and Recreation Commission Meeting on Wednesday, August 21, 2024 at 6:00 p.m. - Cancelled
- Finance Committee Budget Meeting on Wednesday, August 21, 2024 at 7:00 p.m.
- Parks and Recreation Committee Meeting on Monday, August 26, 2024 at 7:00 p.m.
- Planning Commission Meeting on Monday, August 26, 2024 at 7:00 p.m.
- HEDRA Meeting on Tuesday, August 27, 2024 at 6:00 p.m.
- City Council Budget Workshop on Tuesday, September 3, 2024 at 5:30 p.m.
- City Council Regular Meeting on Tuesday, September 3, 2024 at 7:00 p.m.

Councilmember Leifeld motioned to adjourn the meeting at 8:02 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: 08/29/2024

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of July 2024 CC payments.

Council review of weekly routine disbursements issued 08/27/2024.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 09/04/2024.

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 CC Payments	\$	19,285.80
Disbursement checks, EFT issued on 08/27/2024	\$	237,108.52
Disbursement checks, EFT to be issued on 09/04/2024	\$	327,883.05

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Council Reports

**Credit Card Payments
July 20024**

Vendor	Amoun Account	Description
Wal-Mart #1472	39.84 201-4101-6217.0000	general supplies
Wm Supercenter #1472	14.01 101-2010-6217.0000	Bed Bug Spray for squad
Amazon Mktpl Rv68k64p2	17.90 101-3200-6353.0000	Antenna for back up camera
Menards Cottage Grove	92.76 200-4440-6228.0000	Lumber for shelters
Walgreens #5048	50.60 101-2010-6219.0000	Stock First Aid kit at PD
Impark00200149u	15.00 213-2100-6325.0000	Parking
Amazon Mar 113-378065	29.73 101-2301-6240.0000	N95 masks
Impark00200149u	15.00 213-2100-6325.0000	Parking
Tst Caffeinated Roost	60.53 200-4440-6214.0000	food for band
U Of M Contlearning OI	650.00 407-1502-6323.0000	Business Retention and Expansion Course - Menke
Amazon Mktpl RJ2420d91	249.99 101-2020-6450.0000	Weight Bench from SPSC budget
Menards Cottage Grove	54.46 101-1404-6353.0000	brass fittings, copper tubing and LED Lights
The Lifeguard Store, I	120.00 201-4240-6218.0000	whistles
Amzn Mktp US Rj1xm6iy2	279.00 101-2020-6450.0000	Kettle Bells from SPSC budget
Wal-Mart #1472	259.88 200-4420-6214.0000	Bags League Awards
Harbor Freight Tools 6	71.84 101-1404-6353.0000	Grease gun replacements and chisel set
Harbor Freight Tools 6	23.48 101-1401-6217.0000	Grease gun replacements and chisel set
Wal-Mart #1472	317.79 213-2100-6217.0000	Station supplies
United/Nasseff/Childre	4.00 101-2010-6217.0000	parking fee
61 Marine And Sports	157.15 213-2100-6221.0000	Parts for Boat 1
Vmo Vimeo.Com	-156.00 101-1601-6310.0000	Refund for unwanted Venmo subscription
Dugarels	50.00 200-4420-6214.0000	Wiffleball Awards
Cub Foods #1635	89.97 201-4240-6254.0000	cakes for b-days
Wm Supercenter #1472	141.93 101-2010-6217.0000	Food and beverage for Rivertown Days
In Torin Inc.,	52.50 101-3200-6353.0000	Front panel for the jack
Lock & Dam Eatery	52.00 200-4420-6214.0000	Wiffleball Awards
M&h #30	15.37 213-2100-6212.0000	Fuel for UTV
Chipotle 0782	50.00 200-4420-6214.0000	Wiffleball Awards
Bound Tree Medical Llc	25.53 201-4240-6219.0000	bandaids
Wal-Mart #1472	170.51 201-4101-6217.0000	general supplies
Att Bill Payment	49.74 101-1601-6321.0000	cell phone
Lower Town Parking	8.00 213-2100-6325.0000	Parking
Montague Metal Product	413.20 210-1702-6217.0000	Heritage Home Plaque - Heritage Preservation Commission Awards
Cub Foods #1635	34.99 201-4240-6254.0000	donuts for b-day
Amazon Mktpl Rs7a20qu1	61.95 200-4440-6494.0000	supplies for rec+art+PD
Lowe's #02313	78.14 200-4440-6356.0000	Garbage bags
Bulk Bookstore	194.50 201-4101-6217.0000	books for Parent child participants
Ebay O 25-11817-05658	14.95 101-1601-6217.0000	5x usb/usbc wall chargers for PD
Vmo Vimeo.Com	84.00 101-1601-6310.0000	Was charged for a plan may not need to house city videos. In process for requesting mor
Lighthouse Motorsports	1,569.69 213-2100-6354.0000	Repair to Boat 1
Fmcsa D&a Clearinghous	1.25 101-1052-6307.0000	Annual Query
Department Of Labor An	964.51 101-0000-2015.0000	June Bldg Permit Surcharge
Vmo Vimeo.Com	156.00 101-1601-6310.0000	Was charged for a plan we don't need. Am in the process of getting a refund.
Ebay O 23-11818-94450	2.99 101-1601-6217.0000	iphone wireless charger for PD
Fmcsa D&a Clearinghous	25.00 101-1052-6307.0000	Annual Query
lapmo	100.00 101-1401-6323.0000	RPZ Retest
Blackhawk Supply	312.87 101-1404-6353.0000	actuator
Nte 5410	20.99 101-1404-6353.0000	moving blanket and dolly
Amazon Mktpl Rs5w32jq1	63.10 101-1601-6217.0000	3x screen protectors and cases for PD iphones
Batteries Plus - #0032	50.30 220-4603-6353.0000	Fire and security panel
The Paper Boy	260.00 101-1073-6433.0000	Annual subscriptions of the Hastings Journal for five City offices
Jersey Mikes 24044	110.40 101-1021-6450.0000	City Council Workshop 7/15/2024
Amazon Mktpl Rs6gl1mh0	46.78 201-4240-6201.0000	toner for printer
Shred Right	18.85 101-1052-6310.0000	monthly shredding service
Usps Po 2642300046	5.70 101-2010-6322.0000	Mailed urine sample kit related to a DUI arrest to the MN BCA.
Spotify	12.96 200-4440-6433.0000	music for events
Black & Decker Srv #66	19.54 101-3200-6353.0000	Air Filter
Amzn Mktp US Rs9eg7fm1	24.23 101-1072-6217.0000	Election Judge Name tags
Applied Ind Tech 2309	163.13 101-3200-6353.0000	Hub
Wm Supercenter #1472	-22.71 101-1404-6353.0000	Credit from Walmart for camera, LOST RECEIPT
Comcast Cable Comm	84.90 101-1601-6308.0000	Cable
Hometown Ace Hardware	2.04 101-2010-6217.0000	Squad laptop mount bolts
Eig Constantcontact.Co	58.90 101-1601-6310.0000	Monthly billing charges for e-communications tool.
Amazon Mktpl Ry8if65i2	69.90 213-2100-6221.0000	Chargers for pagers
Hometown Ace Hardware	1.31 101-2010-6217.0000	Squad Laptop mount bolts
Amazon Mktpl Rs30u84n0	104.97 200-4420-6214.0000	Wiffleball Equipment
The Star Tribune Circu	197.08 101-1073-6433.0000	Annual Star Tribune online subscription.
Amazon Mktpl Ry4yz86m2	103.45 213-2100-6217.0000	supplies for station
Amazon Mar 113-439257	65.64 101-1401-6217.0000	Camera, Coils, Batteries
Amazon Mar 113-439257	28.50 101-1404-6353.0000	Camera, Coils, Batteries
Amazon Mktpl Ry8ar9ud1	49.78 101-1401-6217.0000	ear and eye protection
Amazon.Com Rs3ff1lq0	46.98 101-1601-6353.0000	Replaced failed RAM, hdmi cable
At-A-Glance Us	35.68 600-3300-6217.0000	2025 Desk Calendar - John Caven
Amzn Mktp US Ry7v37gt2	18.80 200-4440-6353.0000	sprayer part
Amzn Mktp US Ry54w6a12	148.98 200-4440-6450.0000	Tennis Court Rollers
Hometown Ace Hardware	47.41 101-2010-6217.0000	Electrical Adaptor for MC1
Speedway 04174	20.01 101-2010-6212.0000	Trip to Germantown and back for background investigation
Amzn Mktp US Ry5ph2mn0	203.36 213-2100-6217.0000	foam coffee cups
Amzn Mktp US Ry9ma7lj1	461.85 200-4420-6214.0000	Wiffleball Equipment
Terry S Hardware	5.49 200-4440-6217.0000	Zip Ties
Amazon Mktpl Ry48i20n0	189.99 101-1601-6217.0000	4TB hard drive for PD computer
Arch And Cable Hotel	417.52 200-4440-6323.0000	conference stay for MRPA
Patagonia Direct Inc.	596.85 213-2200-6217.0000	Waist packs
Amzn Mktp US Ry9dg9352	65.09 213-2100-6336.0000	Fire Apparatus Driver boots
Arch And Cable Hotel	142.85 200-4440-6323.0000	MRPA conference stay
Post Board Service Fee	1.94 101-2010-6433.0000	POST license for Ofc. Terry Kuhn - service fee
Kwik Trip #249	24.86 101-2010-6217.0000	Propane for grill at PD
State Of Mn Post Board	90.00 101-2010-6433.0000	POST license for Ofc. Terry Kuhn

Amzn Mktpl US Ry57v13e0	177.96	213-2100-6336.0000	Fire officer books
Amazon Mktpl R727e8i71	639.28	101-1404-6353.0000	De humidifier for basement
Amazon Mktpl R78er12w2	16.98	101-1401-6217.0000	Key Tags
Wm Supercenter #1472	100.88	213-2100-6211.0000	station cleaning supplies
Fmcsa D&a Clearinghouse	1.25	101-1052-6307.0000	Pre-Employment Query
Usps Po 2642300046	5.70	101-2010-6322.0000	evidence to BCA
The Ups Store 4008	15.11	101-2010-6206.0000	spiral bound fto manuals
Usps Po 2642300046	5.70	101-2010-6322.0000	evidence to BCA
Checkr, Inc Checkr.Com	92.50	101-1052-6307.0000	June invoices
Amazon Mktpl Ry90k34a0	54.89	101-1401-6217.0000	Memory card and reader
Stokes Pharmacy	69.26	101-2219-6231.0000	Stokes Medication
Streichers Mpls	385.21	101-2010-6218.0000	Kline, Ryan uniform allowance tourniquet holder, holster mount for tourniquet holder, flas
Amzn Mktpl US R77byzjo1	10.74	101-1406-6353.0000	Batteries for faucets
Amzn Mktpl US R77byzjo1	10.74	101-1403-6353.0000	Batteries for faucets
Amzn Mktpl US R77byzjo1	10.74	101-1402-6353.0000	Batteries for faucets
Amzn Mktpl US R77byzjo1	10.77	101-1404-6353.0000	Batteries for faucets
Breezy Point Resort In	590.00	101-1401-6323.0000	Conference for MNCEG
Ebay O 01-11779-71612	21.99	101-1601-6353.0000	PD Chief office UPS replacement batteries
Axon	80.10	101-2010-6218.0000	Taser 7 Holster - LH
Samsclub.Com	56.94	600-3300-6217.0000	Coffee
Wm Supercenter #1472	22.71	101-1404-6353.0000	camera
Axon	31.30	101-2010-6218.0000	Gorney, Karter Uniform Allowance - BWC holder
Deepnet Security	116.00	101-1601-6217.0000	MFA Hardware Tokens
Amazon.Com R771h6ec0	33.25	201-4101-6217.0000	batteries and sign
Minnesota Assoc Of Gov	40.00	101-1073-6323.0000	Northern Lights Awards Ceremony Luncheon
Minnesota Assoc Of Gov	120.00	101-1073-6323.0000	Northern Lights Awards Ceremony for John Townsend, Shawn Francis and Kerie Francis
Tennis Sanitation	120.08	101-4501-6311.0000	recycle/garbage
Guardian Supply	379.36	101-2010-6218.0000	Kline Ryan -uniform shirts, notebook, multi tool, radio ear piece, handcuff cases, knife, ra
Peerless Network Inc	337.84	101-1601-6321.0000	phone
In Marie Ridgeway Lic	420.00	101-2010-6311.0000	Yearly check-n (Gorney, Running); officer therapy session
Dominos 1967	227.86	200-4440-6214.0000	Safety Camp Food
Hotel Indigo Rochester	352.02	101-1021-6323.0000	LMC Conference - Vltrachoff
Hotel Indigo Rochester	352.02	101-1021-6323.0000	LMC Conference - Pemble
Dakota County Mn	43.25	101-2020-6450.0000	Wellness Prizes
Hotel Indigo Rochester	352.02	101-1021-6323.0000	LMC Conference - Lawrence
Hotel Indigo Rochester	352.02	101-1021-6323.0000	LMC Conference - Fasnabender
United Promotions	686.60	200-4440-6214.0000	Safety Camp Shirts
The Ups Store 4008	25.83	213-2100-6322.0000	Postage to ship radio headset for repair
Cub Foods #1635	29.99	201-4240-6254.0000	cake for birthday
Amzn Mktpl US Rc2la6hi2	355.90	213-2100-6336.0000	3 Fire & Emergency Services Instructor books and 2 Fire Apparatus Driver/Operator boot
Hotel Indigo Rochester	352.02	101-1021-6323.0000	LMC Conference - Leifeld
Amazon Mktpl Rc9mv1sx1	28.93	101-1403-6353.0000	door stops
Amazon Mktpl Rc9mv1sx1	28.93	101-1406-6353.0000	door stops
Amazon Mktpl Rc9mv1sx1	29.11	101-1404-6353.0000	door stops
Wal-Mart #1472	7.54	200-4440-6214.0000	Safety Camp Food
Amazon Mktpl Rc1lj7b72	139.28	213-2100-6336.0000	2 Fire App Driver/Operator Books
Amzn Mktpl US Rc9ew6p22	271.92	213-2100-6336.0000	4 Fire and Emergency Services Instructor books
Facebk Msd96647p2	331.50	101-1073-6331.0000	Facebook and Instagram ads for Make Music Day and Levee Park programs
Wm Supercenter #1472	3.92	200-4440-6214.0000	Safety Camp Supplies
Wm Supercenter #1472	107.04	200-4440-6214.0000	Safety Camp Food
Centurylink Lumen	87.07	101-1601-6321.0000	911 Service
TOTAL	19,285.80		

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	VIII-01
Water	WATER	HAWKINS INC	CHEMICALS & CHEMICAL PRODUCTS	\$90.00	
				Vendor Total:	\$90.00
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	MOTOR FUEL & OIL	\$50.46	
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	MOTOR FUEL & OIL	\$125.67	
				Vendor Total:	\$176.13
PW - Streets	GENERAL	TRI-STATE BOBCAT, INC.	RENTAL/LEASE EXPENSE	\$4,962.25	
				Vendor Total:	\$4,962.25
Parks Operations	PARKS	FERGUSON WATERWORKS	UPKEEP OF GROUNDS	\$31.99	
				Vendor Total:	\$31.99
Fire Building	GENERAL	RIESTER REFRIGERATION, INC.	ICE MACHINE CLEANING	\$295.00	
				Vendor Total:	\$295.00
Fire	FIRE & AMBULA	VALLEY CHEVROLET OF HASTING	REPAIRS & MAINTENANCE - VEHICLE	\$106.67	
				Vendor Total:	\$106.67
Admin	GENERAL	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$48.88	
Admin	GENERAL	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$5.10	
Admin	GENERAL	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$2.02	
				Vendor Total:	\$56.00
Aquatics	AQUATIC CENTE	HORIZON COMMERCIAL POOL SU	CHEMICALS & CHEMICAL PRODUCTS	\$4,537.00	
				Vendor Total:	\$4,537.00
Non-Departmental	PARKS	MANSFIELD OIL COMPANY	FUEL INVENTORY	\$3,182.07	
Non-Departmental	PARKS	MANSFIELD OIL COMPANY	FUEL INVENTORY	\$2,366.83	
				Vendor Total:	\$5,548.90
PW - Streets	GENERAL	QUALITY FORKLIFT SALES & SER	REPAIRS & MAINTENANCE - EQUIP	\$60.88	
				Vendor Total:	\$60.88
Arena	ARENA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$34.79	
Cable TV	CABLE TV	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$2.69	
Fire	FIRE & AMBULA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$75.76	
Ambulance	FIRE & AMBULA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$310.80	
Admin	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$22.10	
General Facility Mai	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$14.30	
IT-OPERATIONS	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$55.76	
Finance & Accountin	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$70.14	
COMMUNITY DEVE	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$20.95	

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Building Inspections	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$98.52
Code Enforcement	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$15.69
Communications	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$15.24
PW - Engineering	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$45.94
City Clerk	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$51.20
PW - Streets	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$77.56
Police	GENERAL	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$698.94
HEDRA	HEDRA	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$34.14
Historic Preservation	HERITAGE PRES	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$5.15
Hydro	HYDRO ELECTRI	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$7.02
LeDuc	LEDUC HISTORI	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$2.52
Parks Operations	PARKS	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$168.68
Storm	STORM WATER	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$58.83
Wastewater	WASTEWATER	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$56.09
Water	WATER	SUN LIFE ASSUANCE COMPANY O	LTD PREMIUM	\$78.81
Vendor Total:				\$2,021.62
Hydro	HYDRO ELECTRI	HOMETOWN ACE HARDWARE	REPAIRS & MAINTENANCE - EQUIP	\$48.88
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$18.12
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$51.75
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$132.60
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$20.91
Parks Operations	PARKS	HOMETOWN ACE HARDWARE	UPKEEP OF GROUNDS	\$40.41
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$54.00
Water	WATER	HOMETOWN ACE HARDWARE	REPAIRS & MAINT-LINES	\$28.41
Vendor Total:				\$395.08
Parks Operations	PARKS	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - VEHICLE	\$31.47
Vendor Total:				\$31.47
Water	WATER	CORE & MAIN LP	METERS FOR RESALE	\$1,061.46
Vendor Total:				\$1,061.46
Parks Operations	PARKS	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$6.99
Vendor Total:				\$6.99
Fire	FIRE & AMBULA	COLE PAPERS, INC.	CLEANING SUPPLIES	\$242.11
Vendor Total:				\$242.11
Ambulance	FIRE & AMBULA	McKESSON MEDICAL-SURGICAL	MEDICAL & FIRST AID	\$24.73
Ambulance	FIRE & AMBULA	McKESSON MEDICAL-SURGICAL	MEDICAL & FIRST AID	\$235.11

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$259.84
Ambulance	FIRE & AMBULA	TELEFLEX LLC	MEDICAL & FIRST AID	\$1,765.50
				Vendor Total: \$1,765.50
Police	GENERAL	GUARDIAN SUPPLY LLC	BODY ARMOR & VESTS	\$1,466.00
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$2,584.61
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$1,525.00
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$719.93
				Vendor Total: \$6,295.54
Human Resources	GENERAL	HEALTH STRATEGIES	TESTING SERVICES	\$436.00
				Vendor Total: \$436.00
Non-Departmental	GENERAL	USS MN V MT LLC	SOLAR GARDEN EXPENSE	\$12,402.50
				Vendor Total: \$12,402.50
PARKS & RECREA	PARKS	MICHAEL A PATRICK	OTHER PROFESSIONAL SERVICES	\$288.00
				Vendor Total: \$288.00
PARKS & RECREA	PARKS	JAMESON HEASTON	OTHER PROFESSIONAL SERVICES	\$90.00
				Vendor Total: \$90.00
PARKS & RECREA	PARKS	THIERRY AUGÉ	OTHER PROFESSIONAL SERVICES	\$292.00
				Vendor Total: \$292.00
Non-Departmental	ARENA	VISION SERVICE PLAN INSURANC	Remittance	\$6.52
Non-Departmental	CABLE TV	VISION SERVICE PLAN INSURANC	Remittance	\$1.57
Non-Departmental	FIRE & AMBULA	VISION SERVICE PLAN INSURANC	Remittance	\$45.68
Non-Departmental	GENERAL	VISION SERVICE PLAN INSURANC	Remittance	\$6.10
Non-Departmental	GENERAL	VISION SERVICE PLAN INSURANC	Remittance	\$261.11
Non-Departmental	HERITAGE PRES	VISION SERVICE PLAN INSURANC	Remittance	\$0.77
Non-Departmental	HYDRO ELECTRI	VISION SERVICE PLAN INSURANC	Remittance	\$0.15
Non-Departmental	STORM WATER	VISION SERVICE PLAN INSURANC	Remittance	\$2.93
Non-Departmental	WASTEWATER	VISION SERVICE PLAN INSURANC	Remittance	\$3.07
Non-Departmental	WATER	VISION SERVICE PLAN INSURANC	Remittance	\$3.78
				Vendor Total: \$331.68
Non-Departmental	GENERAL	USS MN VII MT LLC	JULY WILDCAT SOLAR - ARENA	\$1,786.50
Non-Departmental	GENERAL	USS MN VII MT LLC	JULY WILDCAT SOLAR - ARENA	\$8,010.68
				Vendor Total: \$9,797.18
Hydro	HYDRO ELECTRI	VAN METER INC	REPAIRS & MAINTENANCE - EQUIP	\$47.22

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$47.22
PARKS & RECREA	PARKS	DANIEL JAMES PETERS	OTHER PROFESSIONAL SERVICES	\$176.00
				Vendor Total: \$176.00
PW - Streets	GENERAL	POMP'S TIRE SERVICE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$703.63
PW - Streets	GENERAL	POMP'S TIRE SERVICE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$1,691.28
				Vendor Total: \$2,394.91
Parks Operations	PARKS	RIES FARMS LLC	UPKEEP OF GROUNDS	\$40.00
				Vendor Total: \$40.00
Police	GENERAL	DAKOTA COUNTY FINANCE	REPAIRS & MAINTENANCE - VEHICLE	\$4,747.61
Fire	FIRE & AMBULA	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$3,873.49
Fire	FIRE & AMBULA	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$2,313.18
Ambulance	FIRE & AMBULA	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$641.15
General Facility Mai	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$136.47
Police	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$4,529.74
Building Inspections	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$131.27
PW - Engineering	GENERAL	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$202.69
Water	WATER	DAKOTA COUNTY FINANCE	MOTOR FUEL & OIL	\$2,032.70
				Vendor Total: \$18,608.30
Non-Departmental	GENERAL	CIGNA HEALTH & LIFE INSURANC	Remittance	\$289.54
Non-Departmental	HEDRA	CIGNA HEALTH & LIFE INSURANC	Remittance	\$24.84
Non-Departmental	HYDRO ELECTRI	CIGNA HEALTH & LIFE INSURANC	Remittance	\$0.25
Non-Departmental	PARKS	CIGNA HEALTH & LIFE INSURANC	Remittance	\$4.85
Non-Departmental	STORM WATER	CIGNA HEALTH & LIFE INSURANC	Remittance	\$0.48
Non-Departmental	WASTEWATER	CIGNA HEALTH & LIFE INSURANC	Remittance	\$0.96
Non-Departmental	WATER	CIGNA HEALTH & LIFE INSURANC	Remittance	\$1.22
				Vendor Total: \$322.14
General Facility Mai	GENERAL	BURNN BOILER & MECHANICAL IN	BUILDINGS & STRUCTURES	\$87,400.00
				Vendor Total: \$87,400.00
Fire	FIRE & AMBULA	CNH ARCHITECTS, LTD	EXPERT & CONSULTANT	\$2,034.33
				Vendor Total: \$2,034.33
Parks Capital	PARKS CAPITAL	4RM+ULA LLP	CONTRACTORS & CONSTRUCTION	\$2,660.00
				Vendor Total: \$2,660.00
VEHICLE AND EQU	VEHICLE AND E	EMERGENCY AUTOMOTIVE TECH	MOTOR VEHICLES	\$1,281.22
VEHICLE AND EQU	VEHICLE AND E	EMERGENCY AUTOMOTIVE TECH	MOTOR VEHICLES	\$1,220.90

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$2,502.12
Building Inspections	GENERAL	A & J ELECTRIC CORPORATION	E2024-182 REFUND	\$75.00
				Vendor Total: \$75.00
LeDuc	LEDUC HISTORI	DAKOTA COUNTY HISTORICAL SO	MAINTENANCE CONTRACTS	\$5,000.00
				Vendor Total: \$5,000.00
PW - Street Lights	GENERAL	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$2,948.06
				Vendor Total: \$2,948.06
Arena	ARENA	DIAMOND VOGEL PAINT CTR.	PAINT	\$185.94
Arena	ARENA	DIAMOND VOGEL PAINT CTR.	OTHER GENERAL SUPPLIES	\$121.96
				Vendor Total: \$307.90
Aquatics	AQUATIC CENTE	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL	\$125.00
Police Building	GENERAL	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL	\$109.02
PW Building	GENERAL	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL	\$125.00
PW Cold Storage Bu	GENERAL	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL	\$101.76
LeDuc	LEDUC HISTORI	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL	\$150.44
Parks Operations	PARKS	ECOLAB PEST ELIMINATION DIVIS	REPAIRS & MAINTENANCE - BLDG	\$125.00
				Vendor Total: \$736.22
PW - Streets	GENERAL	RIVER COUNTRY COOPERATIVE	MOTOR FUEL & OIL	\$214.00
				Vendor Total: \$214.00
Water	WATER	FERGUSON ENTERPRISES INC	REPAIRS & MAINT-LINES	\$61.66
				Vendor Total: \$61.66
Non-Departmental	CABLE TV	STANDARD INSURANCE COMPAN	Remittance	\$1.24
Non-Departmental	FIRE & AMBULA	STANDARD INSURANCE COMPAN	Remittance	\$205.28
Non-Departmental	GENERAL	STANDARD INSURANCE COMPAN	Remittance	\$6.90
Non-Departmental	GENERAL	STANDARD INSURANCE COMPAN	Remittance	\$1,303.32
Non-Departmental	GENERAL	STANDARD INSURANCE COMPAN	Remittance	\$800.46
Non-Departmental	HEDRA	STANDARD INSURANCE COMPAN	Remittance	\$6.76
Non-Departmental	HERITAGE PRES	STANDARD INSURANCE COMPAN	Remittance	\$4.20
Non-Departmental	HYDRO ELECTRI	STANDARD INSURANCE COMPAN	Remittance	\$1.30
Non-Departmental	LEDUC HISTORI	STANDARD INSURANCE COMPAN	Remittance	\$1.43
Non-Departmental	PARKS	STANDARD INSURANCE COMPAN	Remittance	\$141.01
Non-Departmental	STORM WATER	STANDARD INSURANCE COMPAN	Remittance	\$27.82
Non-Departmental	WASTEWATER	STANDARD INSURANCE COMPAN	Remittance	\$15.59
Non-Departmental	WATER	STANDARD INSURANCE COMPAN	Remittance	\$28.13

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$2,543.44
Parks Operations	PARKS	GERLACH OUTDOOR POWER EQ	REPAIRS & MAINTENANCE - EQUIP	\$82.96
				Vendor Total: \$82.96
Parks Capital	PARKS CAPITAL	GRAPHIC DESIGN	ADVERTISING-OTHER	\$550.00
Parks Capital	PARKS CAPITAL	GRAPHIC DESIGN	ADVERTISING-OTHER	\$4,400.00
Storm	STORM WATER	GRAPHIC DESIGN	UB YELLOW RETURN ENVELOPES	\$284.00
Wastewater	WASTEWATER	GRAPHIC DESIGN	UB YELLOW RETURN ENVELOPES	\$284.00
Water	WATER	GRAPHIC DESIGN	UB YELLOW RETURN ENVELOPES	\$284.00
				Vendor Total: \$5,802.00
Parks Operations	PARKS	HOISINGTON KOEGLER GROUP	EXPERT & CONSULTANT	\$397.50
Parks Capital	PARKS CAPITAL	HOISINGTON KOEGLER GROUP	CONTRACTORS & CONSTRUCTION	\$1,417.50
Parks Capital	PARKS CAPITAL	HOISINGTON KOEGLER GROUP	CONTRACTORS & CONSTRUCTION	\$6,989.50
				Vendor Total: \$8,804.50
Hydro		HYDRO ELECTRI K R WEST CO INC.	REPAIRS & MAINTENANCE - EQUIP	\$1,515.94
				Vendor Total: \$1,515.94
PW - Streets	GENERAL	LITTLE FALLS MACHINE INC	REPAIRS & MAINTENANCE - EQUIP	\$162.25
PW - Streets	GENERAL	LITTLE FALLS MACHINE INC	REPAIRS & MAINTENANCE - EQUIP	\$237.63
				Vendor Total: \$399.88
Wastewater	WASTEWATER	MACQUEEN EQUIPMENT, INC.	REPAIRS & MAINT-LINES	\$259.19
				Vendor Total: \$259.19
PW - Streets	GENERAL	PINE BEND PAVING, INC.	CONTRACTORS & CONSTRUCTION	\$11,767.60
PW - Streets	GENERAL	PINE BEND PAVING, INC.	CONTRACTORS & CONSTRUCTION	\$15,295.80
				Vendor Total: \$27,063.40
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$279.94
				Vendor Total: \$279.94
Parks Operations	PARKS	SHERWIN-WILLIAMS	UPKEEP OF GROUNDS	\$72.77
				Vendor Total: \$72.77
Parks Operations	PARKS	SOLBERG AGGREGATE COMPAN	UPKEEP OF GROUNDS	\$202.80
				Vendor Total: \$202.80
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$577.47
Aquatics	AQUATIC CENTE	SYSCO, MINNESOTA	COST OF MERCHANDISE	\$503.36
				Vendor Total: \$1,080.83

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$18.95
Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$39.98
PW - Streets	GENERAL	TERRYS HARDWARE, INC.	STREET MAINTENANCE MATERIAL	\$39.99
City Hall Building	GENERAL	TERRYS HARDWARE, INC.	BATTERIES AND TAPE	\$7.58
Parks Operations	PARKS	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$1.99
Parks Operations	PARKS	TERRYS HARDWARE, INC.	UPKEEP OF GROUNDS	\$74.78
Parks Operations	PARKS	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$25.90
Water	WATER	TERRYS HARDWARE, INC.	REPAIRS & MAINT-LINES	\$23.49
Vendor Total:				\$232.66
PW - Streets	GENERAL	NUSS TRUCK & EQUIPMENT	REPAIRS & MAINTENANCE - EQUIP	\$655.40
Vendor Total:				\$655.40
Parks Operations	PARKS	WEBBER RECREATIONAL DESIGN	DONATIONS	\$8,693.00
Vendor Total:				\$8,693.00
Storm	STORM WATER	ZARNOTH BRUSH WORKS, INC.	REPAIRS & MAINTENANCE - EQUIP	\$604.00
Vendor Total:				\$604.00
Ambulance	FIRE & AMBULA	ZOLL MEDICAL CORP	MEDICAL & FIRST AID	\$877.02
Ambulance	FIRE & AMBULA	ZOLL MEDICAL CORP	MEDICAL & FIRST AID	\$537.00
Vendor Total:				\$1,414.02
Non-Departmental	WATER	HERRMANN CAROL	CUSTOMER OVERPAYMENT	\$153.12
Non-Departmental	WATER	REGO FRANCIS	CUSTOMER OVERPAYMENT	\$67.18
Non-Departmental	WATER	JACOBSEN JIM	CUSTOMER OVERPAYMENT	\$2.15
Non-Departmental	WATER	REMAX PRODIGY	CUSTOMER OVERPAYMENT	\$69.69
Vendor Total:				\$292.14

GRAND TOTAL: \$237,108.52

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
Fire	FIRE & AMBULA	SHRED-N-GO, INC.	MISCELLANEOUS	\$88.93	
				Vendor Total:	\$88.93
Non-Departmental	2024 IMPROVEM	MSA PROFESSIONAL SERVICES, I	CONTRACTORS & CONSTRUCTION	\$6,106.00	
				Vendor Total:	\$6,106.00
Parks Operations	PARKS	CITY OF ROSEMOUNT	PART-TIME SALARIES-REGULAR	\$8,395.04	
				Vendor Total:	\$8,395.04
Non-Departmental	GENERAL	WI SUPPORT COLLECTIONS TRUS	Remittance	\$92.31	
				Vendor Total:	\$92.31
Aquatics	AQUATIC CENTE	HORIZON COMMERCIAL POOL SU	CHEMICALS & CHEMICAL PRODUCTS	\$3,142.00	
Aquatics	AQUATIC CENTE	HORIZON COMMERCIAL POOL SU	CHEMICALS & CHEMICAL PRODUCTS	\$1,742.00	
				Vendor Total:	\$4,884.00
VEHICLE AND EQU	VEHICLE AND E	ADVANCED GRAPHIX	EQUIPMENT	\$640.00	
VEHICLE AND EQU	VEHICLE AND E	ADVANCED GRAPHIX	MOTOR VEHICLES	\$594.50	
				Vendor Total:	\$1,234.50
Fire	FIRE & AMBULA	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$22.31	
				Vendor Total:	\$22.31
Police	GENERAL	STOP STICK, LTD	REPAIRS & MAINTENANCE - EQUIP	\$29.00	
				Vendor Total:	\$29.00
Storm	STORM WATER	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$208.96	
				Vendor Total:	\$208.96
Fire	FIRE & AMBULA	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$6.93	
Fire	FIRE & AMBULA	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$40.02	
Fire	FIRE & AMBULA	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$35.94	
				Vendor Total:	\$82.89
Fire	FIRE & AMBULA	JAMES HECK	SAFETY BOOTS	\$145.00	
				Vendor Total:	\$145.00
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$1,317.54	
				Vendor Total:	\$1,317.54
Parks Operations	PARKS	RIVERVIEW PROMOTIONS	OTHER GENERAL SUPPLIES	\$328.65	
				Vendor Total:	\$328.65
PW Cold Storage Bu	GENERAL	KANE MECHANICAL LLC	SCISSOR LIFT RENTAL	\$250.00	
				Vendor Total:	\$250.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Fire	FIRE & AMBULA	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$170.28
Admin	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$438.22
Police	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$293.19
PW - Engineering	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$58.89
PW - Streets	GENERAL	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$58.89
Parks Operations	PARKS	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$140.53
Wastewater	WASTEWATER	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$58.90
Water	WATER	TOSHIBA AMERICA BUSINESS SO	DUPLICATING & COPYING SUPPLIES	\$58.90
Vendor Total:				\$1,277.80
Building Inspections	GENERAL	METRO SALES, INC	OFFICE SUPPLIES	\$194.07
Vendor Total:				\$194.07
PW Building	GENERAL	TOTAL MECHANICAL SERVICES, I	PUBLIC WORKS AIR COND. AND AHU	\$1,230.00
Vendor Total:				\$1,230.00
Parks Operations	PARKS	RIES FARMS LLC	UPKEEP OF GROUNDS	\$40.00
Vendor Total:				\$40.00
General Facility Mai	GENERAL	BURNN BOILER & MECHANICAL IN	BUILDINGS & STRUCTURES	\$138,700.00
Vendor Total:				\$138,700.00
Parks Capital	PARKS CAPITAL	EMMONS & OLIVER RESOURCES,	CONTRACTORS & CONSTRUCTION	\$16,931.75
Vendor Total:				\$16,931.75
Non-Departmental	TIF 9 BLOCK 28	MARIAH STONE AND INMOTION P	OTHER PROFESSIONAL SERVICES	\$11,142.50
Vendor Total:				\$11,142.50
HEDRA	HEDRA	MELECIO PROPERTIES LLC	GRANTS	\$2,065.67
Vendor Total:				\$2,065.67
General Facility Mai	GENERAL	MINNESOTA LEAD TESTERS	BUILDINGS & STRUCTURES	\$320.00
Vendor Total:				\$320.00
HEDRA	HEDRA	BATHRICK'S APPLIANCE INC	AC AND FURNACE INSTALL	\$14,000.00
Vendor Total:				\$14,000.00
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$1,125.39
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$922.47
Vendor Total:				\$2,047.86
PW - Streets	CAPITAL PROJE	BRAUN INTERTEC	CONTRACTORS & CONSTRUCTION	\$12,531.30
Vendor Total:				\$12,531.30

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	VIII-01
Fire	FIRE & AMBULA	CENTURY COLLEGE	CONFERENCE & SCHOOLS	\$325.00	
				Vendor Total:	\$325.00
Parks Operations	PARKS	CHEMSEARCH	SMALL TOOLS & EQUIPMENT	\$224.95	
				Vendor Total:	\$224.95
Fire	FIRE & AMBULA	DAKOTA COUNTY FIRE CHIEFS	DUES, SUBSCRIPTIONS, MEMBERSHIPS	\$100.00	
				Vendor Total:	\$100.00
Historic Preservation	HERITAGE PRES	DAKOTA COUNTY HISTORICAL SO	DUES, SUBSCRIPTIONS, MEMBERSHIPS	\$100.00	
				Vendor Total:	\$100.00
IT-OPERATIONS	GENERAL	DELL DIRECT SALES L.P.	REPAIRS & MAINTENANCE - EQUIP	\$232.49	
IT-OPERATIONS	GENERAL	DELL DIRECT SALES L.P.	REPAIRS & MAINTENANCE - EQUIP	\$16.24	
IT-OPERATIONS	GENERAL	DELL DIRECT SALES L.P.	REPAIRS & MAINTENANCE - EQUIP	\$286.74	
				Vendor Total:	\$535.47
City Hall Building	GENERAL	ECOLAB PEST ELIMINATION DIVIS	PEST CONTROL 8_19	\$173.70	
				Vendor Total:	\$173.70
Fire	FIRE & AMBULA	EMERGENCY APPARATUS MAINT	REPAIRS & MAINTENANCE - VEHICLE	\$642.04	
				Vendor Total:	\$642.04
PW - Streets	GENERAL	FORCE AMERICA	REPAIRS & MAINTENANCE - EQUIP	\$1,471.00	
				Vendor Total:	\$1,471.00
Parks Operations	PARKS	GERLACH OUTDOOR POWER EQ	REPAIRS & MAINTENANCE - EQUIP	\$323.70	
				Vendor Total:	\$323.70
Admin	GENERAL	GRAPHIC DESIGN	ARTS & CULTURE COMMISSION SIGNA	\$133.00	
Parks Operations	PARKS	GRAPHIC DESIGN	OFFICE SUPPLIES	\$366.00	
				Vendor Total:	\$499.00
Water	WATER	MCNAMARA WILLIAM	CLOTHING & BADGES	\$109.98	
				Vendor Total:	\$109.98
PW - Streets	GENERAL	PINE BEND PAVING, INC.	CONTRACTORS & CONSTRUCTION	\$65,691.40	
PW - Streets	GENERAL	PINE BEND PAVING, INC.	CONTRACTORS & CONSTRUCTION	\$31,864.30	
				Vendor Total:	\$97,555.70
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$712.40	
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$259.93	
				Vendor Total:	\$972.33
Code Enforcement	GENERAL	PRECISION LANDSCAPING & CON	OTHER PROFESSIONAL SERVICES	\$200.00	

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Operations	PARKS	PRECISION LANDSCAPING & CON	LANDSCAPING MATERIALS	\$130.00
Vendor Total:				\$330.00
Parks Operations	PARKS	SHERWIN-WILLIAMS	UPKEEP OF GROUNDS	\$16.37
Vendor Total:				\$16.37
Parks Operations	PARKS	SOUTH EAST TOWING OF HASTIN	REPAIRS & MAINTENANCE - VEHICLE	\$220.00
Vendor Total:				\$220.00
Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$49.94
Fire	FIRE & AMBULA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$54.97
City Hall Building	GENERAL	TERRYS HARDWARE, INC.	PARTS	\$213.58
Parks Operations	PARKS	TERRYS HARDWARE, INC.	SMALL TOOLS & EQUIPMENT	\$37.76
Vendor Total:				\$356.25
PW - Streets	GENERAL	NUSS TRUCK & EQUIPMENT	REPAIRS & MAINTENANCE - EQUIP	\$111.48
Vendor Total:				\$111.48
PW - Streets	GENERAL	WOLFE, JUSTIN	TELEPHONE	\$150.00
Vendor Total:				\$150.00

GRAND TOTAL: \$327,883.05

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Paige Marschall Bigler, Recreation Program Specialist
Date: September 3, 2024
Item: Special Event Designation – DBA Fall Market Festival

Council Action Requested: Designate the Fall Market Festival coordinated by the Downtown Business Association (DBA) on Saturday, September 21st, 10:00 a.m. – 5:00 p.m.

Background Information: DBA is requesting to hold a Fall Market Festival on 2nd Street East, Oliver’s Grove Park, and Ramsey Street on Saturday, September 21, 2024, from 10:00 a.m. – 5:00 p.m. This is a free event and open to the public. DBA expects 500 attendees. Activities include shopping, art events, and a DJ. This event layout is like 2023, with the addition of 4 food trucks on Ramsey St. parked in parking spots with order windows facing the sidewalk.

City Staff are supportive of the event with the following conditions:

- Event volunteers must properly sign all parking lots and streets utilized:
 - 'No Parking' signage posted 24 hours in advance on 2nd Street East at 201, 202, 212, 213 and 216 addresses. 2nd Street East road will remain open.
 - 'No Parking' sign posted 24 hours in advance on Ramsey Street next to Oliver’s Grove Park for food trucks.
 - 'No Parking' signage posted 72 hours in advance within Oliver’s Grove Parking lot for seasonal makers.
- Event organizers are responsible for the placement and removal of signage.
- Tent or additional “structures” used will need to be anchored with weights.
- Event organizer to provide a Certificate of Insurance, listing the City of Hastings as additionally insured.
- All vendors must obtain proper permits or licenses from the Deputy City Clerk. Vendors must submit their applications at least 10 business days in advance of the event.
- 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 a form submitted by the City's fee schedule for exclusive use of areas.

- Oliver's Grove Park Rental – \$50.00 (tax exempt)

Advisory Commission Discussion:

n/a

Council Committee Discussion:

n/a

Attachments:

- DBA Mainstreet Market - Special Event Permit Application
- DBA Mainstreet Market – Map

Special Event Permit Application

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



VIII-02

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:
Primary Phone Number:
Website Address:

Event Organizer

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

General Event Information

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

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

Event Set-Up and Tear Down

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

Staging Details

<p>The following items will be used at the event (please mark all that apply):</p> <p> <input type="checkbox"/> Amplified Sound / Music / Live Entertainment <input type="checkbox"/> Tents/Canopies <input type="checkbox"/> Stage(s) </p> <p> <input type="checkbox"/> Other _____ </p> <p style="text-align: center; font-style: italic;">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.</p>

Parking Details

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

Portable Restrooms

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

Company Name:

Contact Phone Number & Email:

Waste Removal

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

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

Company Name:

Contact Phone Number & Email:

Organics

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

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

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

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

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

Fire Department Services

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

- Event will include tents and/or canopies:
- Tents and Canopies over 200 square feet
 - Other _____
- Event will host the use of:
- Fireworks/Pyrotechnics (*a firework display permit is required*)
 - Other _____

Police Department Services

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

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

Notice of Temporary Street Closure

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

Site Plan / Map Instructions

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

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

Street Closures

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

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

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

(1) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: Street Closure Sidewalk Closure

Closure Start Date: _____ Closure Start Time: _____

Closure End Date: _____ Closure End Time: _____

(2) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: Street Closure Sidewalk Closure

Closure Start Date: _____ Closure Start Time: _____

Closure End Date: _____ Closure End Time: _____

(3) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: Street Closure Sidewalk Closure

Closure Start Date: _____ Closure Start Time: _____

Closure End Date: _____ Closure End Time: _____

(4) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: Street Closure Sidewalk Closure

Closure Start Date: _____ Closure Start Time: _____

Closure End Date: _____ Closure End Time: _____

Barricade Equipment

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

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

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

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

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

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

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

Miscellaneous

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

- Please complete the supplemental form on page 9.

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

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

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

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

Indemnification Agreement

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

_____ to be held on _____
Event Name *Event Date(s)*

by _____ of _____
Event Organizer/Primary Applicant *Host Organization*

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

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

 Print Name

 Title



 Signature

 Date

Applicant Agreement

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

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

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

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

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

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

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

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

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

Print Name

Title



Signature

Date

PLEASE COMPLETE IF INTOXICATING LIQUOR WILL BE SERVED AT THE EVENT

Intoxicating Liquor (please check one)

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

Establishment / Permit Holder: _____

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

Special Event Liquor License Requirements

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



Schoolhouse
Scoop
Track

maker's
market
(Oliver's Grocer
parking lot)

DJ will park on
street in parking spot



Mainstreet Market



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: September 3, 2024
Item: Authorize Signature: 3rd Amendment to Development Agreement - Heritage Ridge 3rd Addition

Council Action Requested:

Authorize signature of the attached 3rd Amendment to the Development Agreement between the City and Creative Homes for the development of Heritage Ridge 3rd Addition containing 40 lots located at the northwest corner of General Sieben Drive and Fallbrooke Drive.

The amendment extends the date for installation of bituminous wear course (final course) after the first course (base course) until October 1, 2025. Approval would be subject to minor modifications by staff. A simple majority is necessary for action.

Background Information:

The City Council authorized signature of the original agreement on April 18, 2022. Final Plat approval was granted on September 7, 2021 to TC Land, LLC. The assignment of TC Land's approval to Creative Homes was approved by the Council on February 7, 2022. The City Council authorized signature of the 1st Amendment on May 2, 2022. On August 21, 2023 the Council approved the 2nd Amendment extending the installation of bituminous wear course until October 31, 2024.

Financial Impact:

The addition of 40 home sites will add to the tax base and create needed housing opportunities.

Advisory Commission Discussion:

N/A

Attachments:

- 3rd Amendment to Development Agreement

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “Third Amendment”) is made and entered into on the _____ day of _____, 2024 (“Effective Date”), by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Creative Home Construction Investments LLC, a Wisconsin limited liability company (“Developer”).

RECITALS:

WHEREAS, the City and Developer entered into a Development Agreement for the plat of Heritage Ridge 3rd Addition recorded as Document No. 3546022 in the Dakota County Recorder’s Office, as amended by the First Amendment to Development Agreement recorded as Document No. 3546023 in the Dakota County Recorder’s Office, as further amended by the Second Amendment to Development Agreement recorded as Document No. 3604081 (collectively “Development Agreement”), for the real property identified in the Development Agreement; and

WHEREAS, the Developer has requested an extension of installing the bituminous wear course; and

WHEREAS, the City does not object to the requested extension.

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

1. The entire Development Agreement is hereby incorporated into this Third Amendment, except as modified below.
2. Section 4.5 of the Development Agreement shall be removed and replaced in its entirety as follows:

4.5. INTERIM BITUMINOUS STREET. The DEVELOPER will construct a bituminous wedge for the roadways within the FINAL PLAT. The DEVELOPER shall install the bituminous wear course of streets after the first course (base course) has

weathered a winter season, consistent with warranty requirements, but no later than October 1, 2025. A bituminous ramping wedge to protect the concrete lip from snowplow damage shall be installed with the bituminous base course. Prior to paving the bituminous wear course, the ramping wedge must be milled off. The CITY will thoroughly inspect all curb and gutter for damage prior to the installation of the bituminous wear course and may require repairs and/or replacement by DEVELOPER depending on the severity of damage. Final acceptance of the required improvements by the CITY will not be granted until all work, including final wear course, is completed.

3. Except as provided for above, the terms and provisions of the Development Agreement shall remain in full force and effect.
4. This Third Amendment and all disputes or controversies arising out of or relating to this Third Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
5. Nothing contained herein shall be deemed a waiver by the CITY of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Developer or its successors or assigns, shall be subject to any governmental immunity defenses of the CITY and the maximum liability limits provided by Minnesota Statutes, Chapter 466.
6. This Third Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This Third Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[remainder of page intentionally blank]

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

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Its Mayor

By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER:
CREATIVE HOME CONSTRUCTION INVESTMENTS LLC**

By: _____
Nicholas R. Hackworthy
Its Manager

STATE OF _____)
)
COUNTY OF _____)

ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Nicholas R. Hackworthy to me personally known, who being by me duly sworn, did say that he is the Manager of Creative Home Construction Investments LLC, a Wisconsin limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity and said Nicholas R. Hackworthy acknowledged said instrument to be the free act and deed of the entity.

Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempski – Public Works Director
Date: September 3, 2024
Item: Sanitary Sewer Service Repair Assessment Request – 218 18th Street West

COUNCIL ACTION REQUESTED

Aysha DeWitt is requesting the costs associated with a sanitary sewer service line repair at 218 18th Street West be assessed to the afore mentioned property. The City of Hastings will pay the total cost of the repairs upfront in the amount of \$6,475.00. Funds from the MCES Private I&I Grant will be applied to cover 50% of the costs of this repair and this reimbursement will be provided to the City. The remaining 50% of the balance the property owner is responsible for of \$3,237.50 is being requested for assessment.

BACKGROUND INFORMATION

Public Works crews were dispatched to 218 18th Street West in response to a sanitary sewer backup. The problem was determined to be in the private sanitary sewer service. The property owner (Aysha DeWitt) and their contractor determined that lining the lateral was a better option than an open excavation. All work was completed on August 8, 2024.

ATTACHMENTS

- Invoice for Work Completed
- Resident Request for Financing
- Data Practices Compliance Acknowledgement
- Assessment Agreement

Cody Mathisen, P.E.

From: aysha dewitt <ghs1024@gmail.com>
Sent: Monday, August 5, 2024 3:00 PM
To: Cody Mathisen, P.E.
Subject: Re: 214 18th Street Sewer Repair - Financial Assistance through City of Hastings

Follow Up Flag: Follow up
Flag Status: Completed

The contractor that I am using for this sewer pipe repair is Capra's Utilities. I gave the owner (mike Capra your phone number and email. The quote he gave me for the lining was \$6,475. I can send you the quote he sent me. I plan to go forward with the city's funding to help me fix this problem. Mike Capra's phone number is 651-248-0707 and his email is mike@capras.com

Capra's Utilities Inc.

2340 Leibel Street
 White Bear Lake, MN 55110 US
 +16517622500
 mike@capras.com
 www.capras.com

INVOICE

BILL TO

City of Hastings
 Property owner - Aysha
 DeWitt
 214 18th St W
 Hastings, MN 55033

INVOICE # 7588

DATE 08/08/2024

DUE DATE 08/23/2024

TERMS Net 15

ACTIVITY	AMOUNT
----------	--------

Services

6,475.00

Line the sewer with a Cured In Place Pipe (CIPP) from the front inside wall of the house to the PVC that is at or near the curb. We will line several feet into the PVC.

Clean, televise and locate the sewer as needed if needed to install the liner.

UV cure the liner.

Cut and patch the floor as needed to access the piping if needed. There will be no restoration of any flooring included.

Services

The total cost of all license and permit fees charged by the City will be added to the final invoice.

All labor and material will be guaranteed for a period of 10 years. If any part of the liner should fail within the first 10 years Capra's will repair / replace the liner at no cost to the homeowner.

Per Minnesota Statute 514.011: a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
 1 1/2% per month charge on past due accounts.

BALANCE DUE

\$6,475.00

**City of Hastings
Acknowledgment of Compliance with
Minnesota Government Data Practices Act**

Every city in Minnesota must comply with the Minnesota Government Data Practices Act (MGDPA), which, in conjunction with other state and federal laws, classifies all government data. Government data are classified in different categories depending on whether they are accessible by the public

Government data means all data collected, created, received, maintained or disseminated by the city regardless of its physical form, storage media or conditions of use. There is a presumption that government data are public and are accessible by the public for inspection and copying unless there is a federal law, state statute or temporary classification of data that provides differently.

Utility Service Assessment Request

When a property owner requests a utility service repair be assessed, it is the policy of the City of Hastings to obtain a written request from the property owner for such request and the City Attorney to prepare an agreement and waiver of assessment appeal, spelling out the conditions and terms of the assessment and protecting the City from an assessment appeal. This written request, and any additional information obtained from a property owner related to the request, may be included in supporting documentation presented to the City Council as background information for acting on the request. The request, and supporting documentation, whether included in the City Council packet or other City documentation, is classified as public data under MGDPA.

I have read and understand that documentation submitted to the City Council may be available and/or released in compliance with MGDPA.

Aysha Dewitt
Name

Aysha Dewitt
Signature

8/23/24
Date

Name

Signature

Date

City Staff: _____

Date: _____

**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Aysha Dewitt, a single person (the “Owner”).

RECITALS

- A. The Owner is the fee owners of a parcel located at 214 18th Street W., in the City of Hastings, Dakota County, Minnesota, legally described as:

Lot 6, Block 11, Youngs Addition

PID: 19-88150-11-060

Abstract Property

 (“Subject Property”).
- B. The City has found that certain repairs to the private water service are required.
- C. The Owner will cause the construction of the required private water service repairs.
- D. The Owner has requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.
- E. The Owner acknowledges that the required private water service repairs will benefit the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS
THE PARTIES AGREE AS FOLLOWS:**

1. PRIVATE WATER SERVICE REPAIRS. The Owner will hire and approve a contractor of their choice to construct private water service repairs (“Improvements”) that serve the Subject Property.

2. SPECIAL ASSESSMENTS. The City agrees to advance the funds necessary for the water line repairs in return for Owner’s agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owners agree to pay one hundred percent (100%) of the cost of the Repairs through the assessment process. The City will assess the Subject Property the following principal amount for the Repairs: \$3,237.50 (“Assessment Amount”). The Assessment Amount shall be deemed adopted on the date this Agreement is signed by the City. The Assessment Amount shall be paid over a 5-year period without deferment, together at a rate of 4.36% interest on the unpaid balance. Interest shall begin accruing thirty (30) days after the City Council’s approval of this Agreement. The Owners further agree that the Assessment Amount may be exceeded if the increases are a result of requests made by the Owners or otherwise approved by the Owners in a subsequent written document. The first installment shall be due and payable with first half of property taxes in 2025. The Owners further agree that the City can assess an additional \$50.00 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.

3. WAIVER OF APPEAL. The Owners hereby authorize the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Subject Property up to the Assessment Amount. The Owners hereby waive all rights to assessment notices, hearings, appeals, and procedural and substantive objections and all other rights pursuant to Minn. Stat. §429.061, §429.071 and §429.081 for the special assessment against the Subject Property up to the Assessment Amount, including, but not limited to, any claim that the Assessment Amount against the Subject Property exceeds the benefit to the Subject Property for the Improvement. The Owners acknowledge and agree that the benefit of the Improvement to the Subject Property does in fact equal or exceed the Assessment Amount. The Owners also acknowledge and agree that the Subject Property receives a special benefit equal to or exceeding the Assessment Amount.

4. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Owners and the Owners’ successors and assigns. This Agreement may be recorded against the title to the subject property.

[remainder of page intentionally blank]

CITY:
CITY OF HASTINGS

By: _____
Mary Fasbender
Mayor

By: _____
Kelly Murtaugh
City Clerk

STATE OF MINNESOTA)
) **ss.**
COUNTY OF DAKOTA)

On this ___ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**This instrument was drafted by
and after recording return to:**

Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

**OWNER:
AYSHA DEWITT**

By: _____
Aysha Dewitt

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Aysha Dewitt, a single person.

Notary Public



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempki – Public Works Director
Date: September 3, 2024
Item: Water Service Repair Assessment Request – 527 Tiffany Drive

COUNCIL ACTION REQUESTED

Jacob Van Meeteren is requesting the costs associated with a water service line repair at 527 Tiffany Drive be assessed to the afore mentioned property. The City of Hastings will pay for the repairs upfront, with all costs being reimbursed through the tax assessment process. The overall cost of the work in this case was \$8,000.00.

BACKGROUND INFORMATION

The property owner (Jacob Van Meeteren) observed water leaking in his yard and contacted public works to investigate the issue. The problem was determined to be in the private water service line. The property owner and their contractor determined that the service line required excavation and replacement to repair the leak. All work was completed on August 6, 2024.

ATTACHMENTS

- Invoice for Work Completed
- Resident Request for Financing
- Data Practices Compliance Acknowledgement
- Assessment Agreement



Bauer Services of Welch, LLC

Aaron Bauer
26469 130th Ave
Welch, MN 55089
651-246-9153
bauerservices@hotmail.com

DATE: August 6, 2024
FOR: Van Meeteren
INVOICE # 08062024-6155

Jake Van Meeteren
527 Tiffany Drive
Hastings, MN 55033

City of Hastings
Attn: Joe Spagnoletti
1225 Progress Drive
Hastings, MN 55033
jspagnoletti@hastingsmn.gov

DESCRIPTION *AMOUNT*

Water Service Replacement @ 527 Tiffany Drive Hastings, MN

- ~ Temporary water hookup
- ~ Locates
- ~ Permit
- ~ Materials
- ~ Labor

Total Due \$8,000.00

Thank you for your business!

Please make check payable to Bauer Services.
Please feel free to contact Aaron Bauer with any questions regarding this invoice
at 651-246-9153 or at bauerservices@hotmail.com.

Jacob Van Meeteren
527 Tiffany Drive
Hastings, MN 55033

8-5-2024

I am requesting to add \$8,000⁰⁰ to my property taxes for a waterline repair at above address. Bauer Services to make the repair. The \$8,000.00 to be on a Payment Plan over 5 years.

Jacob Van Meeteren
651-707-2429

**City of Hastings
Acknowledgment of Compliance with
Minnesota Government Data Practices Act**

Every city in Minnesota must comply with the Minnesota Government Data Practices Act (MGDPA), which, in conjunction with other state and federal laws, classifies all government data. Government data are classified in different categories depending on whether they are accessible by the public

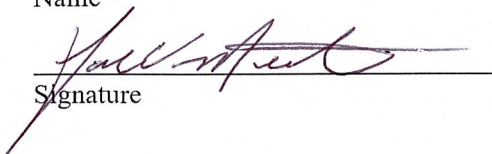
Government data means all data collected, created, received, maintained or disseminated by the city regardless of its physical form, storage media or conditions of use. There is a presumption that government data are public and are accessible by the public for inspection and copying unless there is a federal law, state statute or temporary classification of data that provides differently.

Utility Service Assessment Request

When a property owner requests a utility service repair be assessed, it is the policy of the City of Hastings to obtain a written request from the property owner for such request and the City Attorney to prepare an agreement and waiver of assessment appeal, spelling out the conditions and terms of the assessment and protecting the City from an assessment appeal. This written request, and any additional information obtained from a property owner related to the request, may be included in supporting documentation presented to the City Council as background information for acting on the request. The request, and supporting documentation, whether included in the City Council packet or other City documentation, is classified as public data under MGDPA.

I have read and understand that documentation submitted to the City Council may be available and/or released in compliance with MGDPA.

Jacob Van Meeteren
Name


Signature

8-5-24
Date

Name

Signature

Date

City Staff: 

Date: 8-5-24

**PRIVATE WATER SERVICE REPAIR SPECIAL ASSESSMENT
AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Jacob A. Meeteren and Kacie M. Vaccaro, both single persons (the “Owners”).

RECITALS

- A. The Owners are the fee owners of a parcel located at 527 Tiffany Drive, in the City of Hastings, Dakota County, Minnesota, legally described as:

Lot 10, Block 1, Cari Park Fourth Addition, according to the recorded plat thereof, and situate in Dakota County, Minnesota

PID: 19-16403-01-100

Abstract Property

 (“Subject Property”).
- B. The City has found that certain repairs to the private water service are required.
- C. The Owners will cause the construction of the required private water service repairs.
- D. The Owners have requested that the City assess the costs of construction of the required private water service repairs to serve the Subject Property.

- E. The Owners acknowledge that the required private water service repairs will benefit the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. PRIVATE WATER SERVICE REPAIRS. The Owners will hire and approve a contractor of their choice to construct private water service repairs (“Improvements”) that serve the Subject Property.

2. SPECIAL ASSESSMENTS. The City agrees to advance the funds necessary for the water line repairs in return for Owners’ agreement to have the costs assessed against the Subject Property as provided for in this Agreement. The Owners agree to pay one hundred percent (100%) of the cost of the Repairs through the assessment process. The City will assess the Subject Property the following principal amount for the Repairs: \$8,000.00 (“Assessment Amount”). The Assessment Amount shall be deemed adopted on the date this Agreement is signed by the City. The Assessment Amount shall be paid over a 5-year period without deferment, together at a rate of 4.36% interest on the unpaid balance. Interest shall begin accruing thirty (30) days after the City Council’s approval of this Agreement. The Owners further agree that the Assessment Amount may be exceeded if the increases are a result of requests made by the Owners or otherwise approved by the Owners in a subsequent written document. The first installment shall be due and payable with first half of property taxes in 2025. The Owners further agree that the City can assess an additional \$50.00 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.

3. WAIVER OF APPEAL. The Owners hereby authorize the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Subject Property up to the Assessment Amount. The Owners hereby waive all rights to assessment notices, hearings, appeals, and procedural and substantive objections and all other rights pursuant to Minn. Stat. §429.061, §429.071 and §429.081 for the special assessment against the Subject Property up to the Assessment Amount, including, but not limited to, any claim that the Assessment Amount against the Subject Property exceeds the benefit to the Subject Property for the Improvement. The Owners acknowledge and agree that the benefit of the Improvement to the Subject Property does in fact equal or exceed the Assessment Amount. The Owners also acknowledge and agree that the Subject Property receives a special benefit equal to or exceeding the Assessment Amount.

4. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Owners and the Owners’ successors and assigns. This Agreement may be recorded against the title to the subject property.

[remainder of page intentionally blank]

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Mayor

By: _____
Kelly Murtaugh
City Clerk

**STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)**

On this ___ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**This instrument was drafted by
and after recording return to:**

Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

**OWNERS:
JACOB A. VAN MEETEREN AND KACIE M. VACCARO**

By: _____
Jacob A. Van Meeteren

By: _____
Kacie M. Vaccaro

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____
_____, 2024 by Jacob A. Van Meeteren and Kacie M. Vaccaro, both single persons.

Notary Public



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Dave Wilske, Chief of Police

Date: September 3rd, 2024

Item: Renewal of the 2024-2026 School Resource Officer and Traffic Control Agent Contract between the City of Hastings and ISD 200.

Council Action Requested:

Approval of the attached contract.

Background Information:

The Hastings Police Department and ISD 200 have long had a joint School Resource Officer (SRO) program. The program provides for an on-site Hastings police officer who specializes in issues of significance to youth and collaborates with school staff to promote the safety of students, staff, and the community.

In addition, HPD and ISD 200 developed a Traffic Control Agent program. This mutual effort provides limited traffic control at intersections near school facilities where school bus, other vehicular traffic, and pedestrian traffic can become congested during morning and afternoon hours. The program provides temporary, part-time "Traffic Control Agents" under the police department's statutory authority to control traffic in affected areas.

The agreement has been updated to encompass wage increases for SRO and Traffic Control Agents. There were additional legislative changes and required language for the SRO contract, which has been added to the document.

Financial Impact:

SRO Program as budgeted. TCA program is budget neutral.

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

2024-2026 School Resource Officer and Traffic Control Agent Agreements.

**SCHOOL RESOURCE OFFICER AND
TRAFFIC CONTROL AGENT PROGRAM AGREEMENT**

This School Resource Officer and Traffic Control Agent Program Agreement (the "Agreement") dated this ___ day of _____, 20__, is entered into by and between the City of Hastings ("City"), a municipal corporation, and Hastings Independent School District No. 200 ("School District"), a political subdivision of the State of Minnesota.

RECITALS

WHEREAS, the School District and the City desire to join in a mutual effort to maintain a cooperative and coordinated approach building positive relationships with students, deterring criminal activity, and addressing criminal activity on school property and at School District sponsored events and activities; and

WHEREAS, Minnesota Statute § 126C.44 authorizes the School District to contract with the City to have licensed peace officers provide school resource officer services in the School District's schools; and

WHEREAS, the School District and the City desire to join in a mutual effort to provide limited traffic control at intersections near school facilities where school bus, vehicular, and student pedestrian traffic can become congested during morning and afternoon hours when students are arriving at and leaving the school facilities; and

WHEREAS, the City employs sworn police officers specially trained, experienced and competent to provide the services sought by the School District and the City is willing to provide such services to the School District under the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other valuable consideration, the sufficiency of which is hereby acknowledged, the School District and City agree as follows:

1. Purpose

The City and School District will collaborate on a School Resource Officer Program (the "SRO Program") between the City and School District. Both the City and School District have determined that the SRO Program is beneficial to school and community safety and promotes collaboration between police, school, staff, counselors, parents, and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer ("SRO").

The City and School District will also collaborate on a Traffic Control Agent Program (the "TCA Program") between the City and School District. Both the City and School District have determined that the TCA Program is beneficial to school and community safety and will promote safety of students, staff, and the public at large. The purpose of this Agreement is, in part, to set forth, the terms and conditions, to create, fund, and

implement the positions of Traffic Control Agent ("TCA").

2. Funding - SRO Program

The City and School District will jointly fund the following expenses in connection with the offering of the SRO Program.

- A. SRO salary at 50%-50% split to be paid at the top patrol rate and mid-range longevity step, as more fully identified on Exhibit A.
- B. SRO related benefits, including, but not limited to health insurance, retirement, workers compensation, sick time, vacation and disability pay at 50%-50% split, as more fully identified on Exhibit A.
- C. Training costs to be borne by the City unless specific training is requested or required by the School District in which case those training costs will be borne by the School District.
- D. Equipment maintenance and replacement will be primarily the responsibility of the City with the School District contributing a fixed portion of these program costs as detailed in Exhibit A and will be subject to annual review.
- E. Overtime for special events as may be required for the safety of students, staff, and visitors to School District facilities will be determined on an annual basis and shared between the City and the School District based on average overtime hours utilized as specified in Exhibit A.

The parties agree to review shared costs on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement on the allocation of shared costs there shall be no annual adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein. In the event the School District or the City should receive a grant or special funding to offset the costs of the SRO Program, the grant funding or special funding shall be applied against, and offset, the costs borne by the entity receiving the grant or special funding.

3. Funding-Traffic Control Agent (TCA) Program

It is intended the City and School District will utilize existing school patrol personnel previously employed by the School District as Traffic Control Agents (TCAs). Those individuals selected to act as TCAs shall receive all background checks, equipment and training generally necessary to qualify as a City of Hastings Reserve Officer. By meeting the qualifications of a City of Hastings Reserve Officer, the TCAs shall have authority pursuant to Minn. Stat. § 626.84 to provide traffic control at the direction of the Hastings Police Department. The TCAs shall be employees of the City but the School District will reimburse the City all costs associated with the employment of the TCAs. The parties agree to review the costs of funding the TCA Program on an annual basis by June 30th

of each year the Agreement is in effect. In the event the parties cannot reach agreement as to the costs for the TCA Program, there shall be no adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein.

4. Services

- A. **SRO Program.** The City shall provide the services of a licensed police officer or officers and related support services and supplies to assist the School District in establishing and maintaining the program at the assigned school(s). The SRO(s) will have the duties as described on the attached Exhibit B. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s). To foster the building of positive relationships between the SRO and students, the City shall use best efforts to ensure that the same licensed police officer regularly provides SRO services at the assigned school(s), except when the SRO is on paid leave or is otherwise absent.
- B. **TCA Program.** The City shall provide the necessary background investigations, training and equipment for the TCAs and shall provide the TCAs to assist the School District in traffic control duties at intersections near school district facilities as more fully described on Exhibit C.
- C. **Objections to Personnel.** The City will undertake reasonable efforts to assign SROs and TCAs who are acceptable to the School District. The School District's Superintendent will notify the City's Chief of Police in writing of any concerns related to an SROs or TCAs job performance. Any request for reassignment of a police officer who is working as an SRO or individual serving as a TCA must be made to the City's Chief of Police. The City will have ten (10) calendar days to demonstrate to the School District's satisfaction that the concern has been addressed. If the concern has not been addressed to the School District's satisfaction after ten (10) calendar days, the City will assign a different licensed police officer to serve as the regular SRO or other individual to serve as a TCA under this Agreement.

5. Payment

The City shall provide billing statements to the School District for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School District shall be done so in arrears of service provision (January billing shall cover the period of July 1 through December 31).

6. Term

This Agreement shall commence on the 1st day of August, 2024, and shall end on the 31st day of July, 2026, subject to the cost adjustments and right of either party to terminate as provided herein. The Agreement may be renewed for additional one-year periods as

agreed by both parties, and upon the same terms and conditions as stated herein.

7. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment and professional expertise in determining how to best provide the services described in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform the work described herein, including workers compensation laws. At all times and for all purposes, the City is and will remain the exclusive employer of the SROs who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the School District, and no SRO may make any representation to the contrary. The City maintains full control over the police officers it employs and is solely responsible for all employment and administrative functions related to its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance and any labor disputes or grievances.

The City and any City employee who performs services for the School District agree that the employee shall not accrue any continuing contract rights and the employee specifically waives any right to a continuing contract with the School District. The City agrees that if the employee makes any employment claim or brings any employment action of any kind, the City will be solely responsible for the defense and payment of any claim as the employee is not an employee of the School District.

8. Scheduling

The duty hours of the SRO are flexible and will be primarily coordinated with the school day and/or activities upon agreement with the School District. Generally, a "school day" means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. The SRO will make daily contact with the police department for the purpose of keeping abreast of incident reports and other City activities that may be of importance to the safety of students and School District staff. During non-school periods, the SRO's duties and schedule will be determined by the Chief of Police.

Unless an absence is caused by an emergency, the SRO at the assigned school(s) will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the school property during the school day. The SRO shall be entitled to be absent from performing SRO duties for up to fifteen (15) school days per year for purposes of attending law enforcement training courses, conferences, meetings or vacations. The City shall advise the School District if an SRO is anticipated to be absent for more than two (2) consecutive days and the parties shall discuss what accommodations can be provided to account for the extended absence.

The duty hours of the TCAs will be primarily coordinated with the arrival and departure of students from school facilities during regular school days and upon agreement with the School District. The City shall be primarily responsible for scheduling the TCAs but the City will take all reasonable input from the School District.

9. Termination of this Agreement

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

10. Temporary Emergency Reassignment

The City reserves the right to remove an SRO from performance of its duties pursuant to this Agreement in the event of an emergency or extenuating circumstances that necessitate the SRO to perform other police activities for the City outside of school property. If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, the Chief of Police will immediately inform the School District officials in advance of such action.

11. Security/Linking

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement.

12. Indemnity and Hold Harmless

- A. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, disease, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the City taking place on such property, structures or equipment.
- B. The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorney's fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored

by the School district taking place on any such property, structures or equipment.

- C. The indemnity provisions of Subparagraph A shall not apply to any liability incurred by the School District as a result of any negligent, wrongful or tortuous acts of the School District, its officers, agents or employees.
- D. The indemnity provisions of Subparagraph B hereof shall not apply to any liability or expenses incurred by the City as a result of any negligent, wrongful or tortuous acts of the City, its officers, agents or employees.
- E. The parties agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.
- F. In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

13. Amendments

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this **a**Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

14. Data Practices

Sharing of data will be done only pursuant to the Minnesota Data Practices Act and the Family Educational Rights of Privacy Act. Any data shared between the two parties to this Agreement will be maintained in the accordance with state and federal law. The parties acknowledge that unless the School District is reporting a suspected crime or another statutory exception applies, the School District may not disclose private educational data to the SRO or TCA without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen (18) years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the Minnesota Government Data Practices Act or the School District's responsibilities under the Family Educational Rights of Privacy Act. Because the City and the officer(s) are not employees of the School District, any violation of the state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's actions or omissions. The City shall provide reasonable data privacy training to all SROs.

15. Discrimination

The City and School District agree not to discriminate in providing services under this **a**Agreement on the basis of race, sex, creed, national origin, age, or religion. The parties agree not to discriminate as required by state and federal laws. In addition, the

School District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, gender identity, public assistance status, creed, or national origin.

16. Interpretation

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

17. Construction

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

18. Parties in Interest

This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assigns. This Agreement is for the sole benefit of City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

19. Attorney's Fees

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

20. Definitions

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for

which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

22. Governing Law

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota.

23. Headings

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

24. Notices

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Hastings, City Administrator, 101 East 4th Street, Hastings MN 55033. Notices sent to School District shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to ISD #200, Attention: Superintendent, 1000 West 11th Street, Hastings MN 55033. Either party may designate to each other in writing from time to time a different address for notice.

25. Dispute Resolution

In the event of any dispute arising under this Agreement, the parties shall first engage in good faith discussions and negotiations to resolve the dispute. In the event that the dispute cannot be resolved by the parties, then the matter shall be subject to court action and jurisdiction in the District Court of Dakota County, Minnesota. In any dispute arising under this Agreement, the prevailing party will be entitled to an award against the non-prevailing party of all costs, disbursements, and reasonably attorneys' fees incurred in any action for damages, specific performance, or equitable relief.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

City of Hastings

Mary Fasbender, Mayor

Date

Kelly Murtaugh, City Clerk

Date

Hastings Independent School District No. 200

Dr. Tammy Champa, Superintendent

Date

EXHIBIT A
SCHOOL RESOURCE OFFICER PROGRAM COSTS

Personnel

Costing based on the top annual patrol rates averaged throughout the life of the contract

SALARY AND BENEFITS

<u>Description</u>	<u>Amounts</u>
Wages (top patrol & mid-range longevity)	\$113,080.73
Longevity	\$2,472.72
Medicare	\$1,639.67
Insurance	\$23,900.17
PERA	\$20,015.29
Work Comp	\$6,355.14
Long-term Disability	\$334.51
<hr/>	
Program Total	\$167,793.23
City of Hastings Contribution (50%)	\$83,896.62
School District Contribution (50%)	\$83,896.61
School District Officer Other Billable Costs – Per Agreement	
40 hours OT – wage cost only	\$2,907.15
Equipment – Mileage	\$3,000.00
<hr/>	
Other Billable Total	\$5,907.15

The City of Hastings shall bill only for actual expenses as agreed upon in the contract.

Overtime

As requested by the School District and with the approval of the Chief of Police and/or his designee, the SRO may be authorized to work special events outside of the regular schedule to promote public safety and enhance security of students, staff, and visitors. In accordance with the current collective bargaining unit agreement, the SRO or other officers working these special events are entitled to overtime compensation. The multi-year average for special event overtime (homecoming, prom, school dances, certain athletic events, etc.) has averaged more than 80 hours with a time and one half converted value of 120 hours. Recognizing the joint nature of the SRO Program and the desire to provide the School District with a fixed cost of the SRO Program, the City shall invoice the School District for 40 hours of special event overtime at a time and one half pay rate.

Training

Cost of in-service and professional development training shall be the responsibility of the City, unless it is specifically requested by the School District. The assigned SRO will be allowed by the School District to attend in-service and professional development training, as mandated to keep peace office license current.

Equipment

Reimbursement for emergency vehicle and equipment costs at \$250.00/month/\$3,000 per year to offset City cost of fuel, vehicle and equipment maintenance.

Request for Additional Services

With ISD200 Superintendent approval, School District administrators and school administrators may request that the City assign one or more police officers to provide additional services, including, but not limited to, attendance at a school board meeting, an extracurricular activity, or a community function that is held in the evening that results in the police officer working more than forty (40) hours in a week. The City will make reasonable efforts to accommodate such request. When the City assigns a police officer to provide additional services, the School District will be responsible for paying the police officer's wages, including overtime pay and any other employment costs incurred, for the hours worked while providing such additional services. The City will submit an itemized invoice to the School District describing the additional services provided and the costs the City incurred in providing the additional services. Within thirty (30) calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice, the School District will pay the undisputed amount within thirty (30) calendar days.

EXHIBIT B
SCHOOL RESOURCE OFFICER PROGRAM
SRO DUTIES AND REQUIREMENTS

The SRO reports to Hastings Police Administrative Sergeant and/or Divisional Lieutenant in collaboration with school administrators.

Job Duties

The SRO will work towards carrying out the mission of the Hastings Police Department (HPD) within the school community. The SRO will act in their capacity and authority as a Police Officer for the City of Hastings Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

Additionally, the SRO will:

Foster a positive school climate through relationship building and open communication.

Protect students, staff, and visitors to the school grounds from criminal activity.

Serve as a liaison from law enforcement to school officials.

Provide advice on safety drills.

Identify vulnerabilities in school facilities and safety protocols.

Educate and advise students and staff on law enforcement topics.

Enforce criminal laws.

Follow all policies and procedures of the Hastings Police Department (HPD).

Follow the HPD chain of command.

Work with the school administration and staff.

Work with building facilities personnel on issues related to building security.

Work with school staff in a fair and impartial manner to identify pre- delinquent youth (at risk) and will assist in targeting the appropriate resources necessary to prevent delinquent acts.

Not discipline students for infractions of school rules.

Serve as a conduit of information between students, staff, parents and Dakota

County Social Services, the City of Hastings, and all law enforcement, court, and non-governmental agencies.

Strive to develop and facilitate regular meetings of school staff, police, Dakota County Criminal Justice officials (probation, CAC, County Attorney), Dakota County Social Services officials and other staff deemed necessary to enrich the learning environment or increase the safety of the schools.

Work with School District personnel and Dakota County officials on truancy issues.

Complete appropriate police reports, according to City of Hastings Police Department policy.

Meet with parents and educators (staff) as necessary to facilitate conflict resolution within the school.

Be notified immediately by school administration personnel when crisis response has been activated by the school on any problem.

Monitor and develop a working knowledge of all students who are likely to cause problems or law violations within the school setting.

Intervene and take appropriate action within their authority as SRO when school crisis intervention is not successful.

Provide education programs as requested.

Provide school staff in-service education as may be requested.

Work at promoting positive image of ISO 200.

Meet regularly with other SROs in Dakota County.

Position Requirements

The assigned officer will have at least 24 months of service to the Hastings Police Department or possess special skills/training related to working with juveniles.

The assigned officer will work a flexible schedule, but will generally be scheduled on school days beginning at 7:00 AM and ending at 3:00 PM.

Uniform and/or plain clothes, as authorized by the Chief of Police in consultation with School District administration.

Possess interest and willingness to continually work to improve knowledge related to juvenile justice issues.

Will be reassigned as needed by the Hastings Police Department when not serving in SRO function.

Will continue to attend POST courses as needed to maintain license (will notify school in advance of absence and coordinate emergency contact coverage with department supervisor).

Will respond to emergencies as needed outside of school.

Will maintain regular communication with school and Dakota County Communication Center.

Will work with staff at all ISD 200 schools.

**EXHIBIT C
TRAFFIC CONTROL AGENT PROGRAM
COSTS, DUTIES AND REQUIREMENTS**

Costs

TCAs shall be temporary, part-time employees of the City of Hastings entitled to an hourly wage of:

\$16.25 per session with a minimum payment of one hour per session. Effective August 1, 2024, and continuing for the 2024-25 and 2025-26 school years.

Emergency School Closing

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work will be paid.

As temporary part-time employees, TCAs shall not be entitled to other employment benefits, unless otherwise noted in MN Statute.

The City will be obligated to ensure Worker's Compensation insurance coverage for all TCAs, as well as, required tax, FICA, Medicare, and retirement withholdings as may be required by law.

The work schedule for TCAs shall be set by the School District.

The School District shall reimburse the City for fill costs incurred for the employment of all TCAs.

Training and Equipment

The City shall provide training to all TCAs sufficient for the TCAs to qualify as Hastings Police Reserve Officers. This shall include all necessary background checks, initial training and annual training and development. For the initial training and providing equipment to the TCAs, the School District shall pay to the City \$2,500.00 to reimburse the City for its cost of training and providing equipment as agreed upon during the annual program/contract review but will not exceed \$500.00 unless agreed upon by both parties.



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
 Emily King, Deputy City Clerk
Date: September 3, 2024
Item: Special Use Permit & Product Retail License – Cannabis Sales – Hastings Tobacco –
 1769 Market Blvd

Council Action Requested:

Take the following actions related to a Special Use Permit (SUP) and Product Retail License application for cannabis retail sales for Hastings Tobacco on property located at 1769 Market Blvd owned by Hastings Marketplace Station LLC.

- 1) Hold the public hearing.
- 2) Table action on the Special Use Permit & Cannabis Product Retail License until permission is granted from the property owner. If permission is not granted, the Council would take action at the October 21, 2024 meeting (the end of our statutory review period).

History:

The City Council continued the above actions at the August 19, 2024 meeting. The property owner Hastings Marketplace Station LLC has not granted permission to consider sale of cannabis products.

Compliance Overview:

- 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)

The associated fees have been paid

Advisory Commission Review:

The Planning Commission voted 6-1 to recommend approval of the SUP 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:

- Planning Commission Staff Report – August 12, 2024



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:

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

Attachments

- Location Map
- Site Picture
- Application

LOCATION MAP



SITE PICTURES



Looking 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: Ryan Stempski – Public Works Director
Date: September 3, 2024
Item: Receive Update on the Water Treatment Plant Siting Study

Council Action Requested:

Council is requested to receive an update on the Water Treatment Plant (WTP) Siting Study. Staff recommends scheduling a follow up to this update at the September 16th City Council Meeting with a closed session pursuant to Minnesota Statutes 13D.05 subd 3(c) to develop offers for purchase of real property.

Background Information:

A feasibility study determined 3 WTP's would be required to remove PFAS from the Hastings' municipal wells. The location of those plants within the study were a representation of locations near existing wells and within property owned by the City (to avoid acquisition costs and delays). These locations were never finalized and are subject to relocation. Public feedback was received, and the City Council communicated a strong preference for WTP No. 2 and WTP No. 3 to be located outside of residential neighborhoods. A WTP Siting Study was developed to include City Council's direction. The feasibility and cost-effectiveness of a given WTP site depends on several factors:

- Sufficient land area owned or available for acquisition
- Proximity to existing wells and raw water mains
- Proximity to trunk distribution water mains and storage tanks
- Proximity to pressure zone facilities (booster pumps/pressure reducing valves)
- Proximity to trunk sanitary sewers
- Proximity to transportation corridors
- Site topography

Some challenges to the study include factoring in the large amount of existing residential neighborhoods surrounding the wells, the future high-pressure zone planned on the west side of Hastings, finding property owners open to acquisition, and locating sites out of existing residential but into adjacent or future residential areas.

Note that WTP No. 1 is located in the Industrial Park surrounded by non-residential land use, therefore no additional sites were evaluated.

Financial Impact:

To move the original site locations out of residential neighborhoods it required moving the WTPs further from the wells they were planned to treat and on property that needed to be acquired. For WTP No. 2, this resulted in a cost increase ranging from \$0.6M to \$4.5M depending on the site evaluated in the study. For WTP No. 3, this resulted in a cost increase ranging from \$2.8M to \$7.2M depending on the site evaluated in the study.

Attachments:

- Presentation to be provided after the Council Meeting update



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempski – Public Works Director
Date: September 3, 2024
Item: Consider Resolution of Intent to Participate – MnDOT Highway 55 Signal Replacements Project S.P. 1910-57, Pleasant Drive and Westview Drive Intersections

COUNCIL ACTION REQUESTED

Council is requested to consider the attached resolution declaring the City's intent to participate in the replacement of existing traffic signals on Highway 55 at the intersections of Pleasant Drive and Westview Drive along with other minor improvements at these locations in 2025.

BACKGROUND INFORMATION

The traffic signals located at Pleasant Drive and Westview Drive are programmed for replacement in MnDOT's State Transportation Improvement Program (STIP) for the fiscal year 2025. These signals at Pleasant Drive and Westview Drive are 41 years old and 38 years old respectively and are well beyond their intended service life of 25 years. Delaying these improvements beyond 2025 is not recommended by MnDOT staff as ongoing maintenance costs are continuing to increase in addition to the rising likelihood of a more impactful failure of these signal systems.

The project is anticipated to require detouring of Highway 55 for approximately two weeks in total in the summer of 2025, with only one direction being detoured at a time for one week each.

As part of MnDOT's standard policy for replacing traffic signal systems along state highways, the City is required to cost share 50% of the signal replacement costs, along with covering 100% of the costs for any City-owned utilities that need to be repaired or relocated within the project scope. In order for MnDOT to move forward with programming these improvements and to begin preparing a cooperative agreement for 2025, a resolution of intent to participate in this project is required. Once a cooperative agreement and final plans have been prepared, City Council will be asked to formally enter into a final agreement with MnDOT.

FINANCIAL IMPACT

The cost share for the City to complete this project is currently estimated to be \$550,000. This includes replacement of the existing signals, relocations of City owned electric facilities for street lighting, and minor storm sewer repairs.

The entirety of this cost is eligible to be paid for out of the City's Municipal State Aid Street (MSAS) funds. MSAS funds will continue to receive annual allocations to remain at a significant balance to contribute toward the anticipated TH 61 cost share in 2027. Our current MSAS Construction Fund Balance is nearly \$3,000,000.

STAFF RECOMMENDATION

Staff is recommending that the City Council move forward in adopting the attached resolution declaring the City's intention to participate in the Highway 55 Signal Replacements Project, S.P. 1910-57.

ATTACHMENTS

Resolution Receiving Bids and Awarding Contract
MnDOT Lighting and Signal Pre-agreement Letter
Project Layout

CITY OF HASTINGS

X-A-02

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION OF INTENT TO PARTICIPATE
FOR THE MNDOT HIGHWAY 55 SIGNAL REPLACEMENTS – S.P. 1910-57**

WHEREAS, The City of Hastings and the Minnesota Department of Transportation (MnDOT) propose to make certain improvements on a portion of T.H. 55 and two intersections, in the City of Hastings under the Fiscal Year 2025 State Project (S.P.) 1910-57, and

WHEREAS, It's the City's desire that the State include, in this project letting, certain improvements to T.H. 55 located at the intersections of Pleasant Drive and Westview Drive as well as the adjacent frontage roads (see attached layout), and

WHEREAS, the Minnesota Department of Transportation Policy and Procedures for Cooperative Construction Projects with Local Units of Government, the City will have a participation in the cost for this work where the City share is estimated to be approximately \$550,000 or less for the two new signal systems at these locations, relocations of electric facilities for street lighting, and minor repairs to city owned storm sewer – some additional work may arise. The State's share is estimated to be over \$1,500,000 for the entire project. The County of Dakota may also participate for work done on any of their portions of the project if deemed appropriate, and

WHEREAS, MnDOT has requested that the City formally indicate its intent to participate in the costs of roadway improvements and signal system improvements as laid out in this project, to include continued ownership and maintenance of the signal systems, and any other agreed upon maintenance as directed under the future cooperative agreement, and other improvements requested by the City and in accordance with MnDOT's "Cost Participation and Maintenance Responsibilities with Local Units of Government Manual" dated October, 2021, and

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

1. Following approval by the Minnesota Department of Transportation of plans and specifications for the improvement of said trunk highway, before a contract is awarded for the construction of said improvements, the City shall enter into an agreement with the State and shall pay its share of the cost of the requested improvements as determined by the State in accordance with the latest "Cost Participation and Maintenance Responsibilities with Local Units of Government Manual" (a copy of which has been received by the City).

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 3rd DAY OF SEPTEMBER, 2024.

Ayes:

Nays:

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor

SEAL

August 20, 2024

Cody Mathisen,
Hastings City Engineer
1225 Progress Drive
Hastings, MN 55033

Subject: Pre-agreement letter for Traffic Control Signals, S.P. 1910-57 (TH55) TH 55 at Pleasant Drive (Signal System ID No. 1735418), and TH55 at Westview Drive (Signal System ID No. 1735419)

The Minnesota Department of Transportation has programmed a project that includes signal installation with ADA facilities at the following location: **TH 55 at Pleasant Drive and at TH 55 at Westview Drive** Current letting is scheduled for **April 25, 2025**.

In order to proceed with the project and prepare a cooperative agreement, the Department of Transportation needs concurrence from the participating agencies regarding the cost, power and maintenance responsibilities of the signal and interconnect system. **Please review the preliminary agreement information outlined below and respond on behalf of your agency.**

Design Features

The two new traffic actuated signal systems to be constructed shall include:

- Signal indications with light emitting diodes (LED).
- Emergency vehicle preemption system (EVP - detectors, confirmatory lights and cabinet equipment).
- LED Luminaires over the appropriate mainline signal poles.
- Signal poles will be galvanized steel (If City elects to paint, the cost and maintenance will be 100% city).
- Appropriate pedestrian crossings with Accessible Pedestrian Signals (APS), LED countdown pedestrian indications, and pedestrian curb ramps with truncated domes.
- Mast arm and pole signing, appropriate pavement markings.
- Flashing Yellow Arrow (FYA) indications for appropriate left turns.

Cooperative Construction Agreement

Prior to awarding a contract for the project, a cooperative construction agreement (prepared by MnDOT), for cost, operation, power and maintenance, between the State and the City of Hastings must be fully executed. Current MnDOT policy determines the cost participation, operation and maintenance responsibilities.

Cost Participation

Preliminary cost participation for each agency related to construction of the signal systems, EVP, and state furnished materials are outlined at the end of this letter in a separate attachment entitled "Preliminary Cost Participation Sheet."

MnDOT assumes the cost responsibilities for design.

Operation, Power and Maintenance

X-A-02

The City of Hastings shall be responsible for all power costs (connection fees and monthly power charges) associated with the signal.

Maintenance Responsibilities:

MnDOT will be responsible for operation and major maintenance including EVP, Hastings will be responsible for minor signal maintenance and luminaire maintenance.

Maintenance Definitions:

Major signal maintenance (MnDOT) includes replacing above or underground equipment which may include (as applicable): cabinet and contents, loop detectors, EVP, interconnect cables/conduit, mast arms, poles, pedestals, luminaire signal pole extensions, signal heads, etc.

Minor signal maintenance (City) includes replacing LED indications, cleaning, and painting (if painted).

Luminaire maintenance (City) includes luminaire replacement and cleaning. The luminaires will be metered.

Summary:

If all aspects of the cooperative construction agreement identified within this letter are satisfactory to the City of Hastings, an agreement will be drafted and submitted for execution prior to design completion.

Please contact me with any questions you have regarding any of the above information.

Sincerely,

Christina Caouette  Digitally signed by Christina
Caouette
Date: 2024.08.20 13:11:07 -05'00'

Christina Caouette
Project Manager
(651) 234-7522

CC: Matthew Barnes – Metro District Traffic Engineering, MS 050*
Greg Kern – Metro District Traffic Engineering, MS 050*
Michael Fairbanks – Metro Signal Operations Manager, MS 050*
Cindy Krumsieg – Metro Planning, MS 050*
Almin Ramic – Metro Traffic, (TSAM) MS 050*
Ben Christensen – Metro Signing, MS 050*
Robert Jones – Metro South Area Management, MS 050*
Malaki Ruranika – Municipal Agreements, OTS, MS 682*
Linda Heath – ESS, MS 740*

* Electronic copy only (hard copies available upon request)

Signal System Replacement – TH 55 at Pleasant Drive

TH 55 at Pleasant Drive	\$450,000
Construction Engineering 8%	\$36,000
Contingency/Risk Management	\$40,000
TOTAL SIGNAL COST	\$526,000

COST PARTICIPATION	COST SHARE %	EST. COST SHARE
-MNDOT	50%	\$263,000
-CITY OF HASTINGS	50%	\$263,000

Note: Cost does not include painting if requested by City

Signal System Replacement – TH 55 at Westview Drive

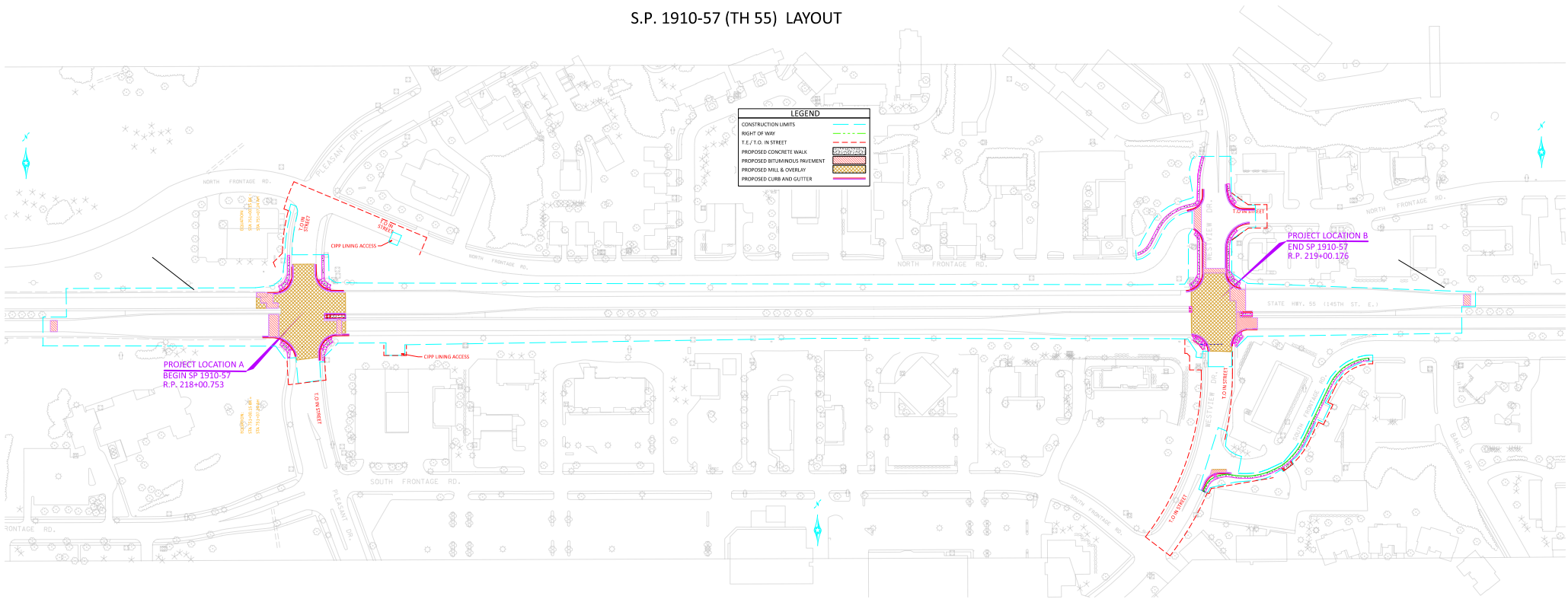
TH 55 at Westview Drive	\$450,000
Construction Engineering 8%	\$36,000
Contingency/Risk Management	\$40,000
TOTAL SIGNAL COST	\$526,000

COST PARTICIPATION	COST SHARE %	EST. COST SHARE
-MNDOT	50%	\$263,000
-CITY OF HASTINGS	50%	\$263,000

Note: Cost does not include painting if requested by City

****Note that there will also be other construction costs within our R/W that will be the responsibility of the city – a separate estimate will be completed for other construction costs outside these signal system costs.***

S.P. 1910-57 (TH 55) LAYOUT





City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempki – Public Works Director
Date: September 3, 2024
Item: Consider Resolution to Approve Industrial Park Water Tower Reconditioning Plans & Specifications with Exception to the Prevailing Wage Policy on City Projects and to Authorize Advertisement for Bids

COUNCIL ACTION REQUESTED

Council is requested to consider adopting the enclosed resolution approving the Industrial Park Water Tower Reconditioning plans and specifications with exception to the Prevailing Wage Policy on City Projects and authorizing advertisement for bids.

BACKGROUND INFORMATION

Reconditioning of the Industrial Park Water Tower involves structural repairs and replacement of coatings on the interior wet, interior dry, and exterior to protect the substrate of the tower. The City contracted with KLM (same consulting firm that was used in 2022 on the 4th Street Water Tower work) to prepare plans and specifications and to provide full time welding and coating inspections of the contractor's work. KLM advises that we see the same pool of well qualified contractors across the country bidding this type of project regardless of the wage rates. This is due to the fact that full tower reconditioning is specialized work, requiring experienced employees and expensive equipment. Exception to the Prevailing Wage Policy on City Projects was implemented in 2022 on the 4th Street Water Tower and the City experienced qualified and competitive bidding at a reduced price.

FINANCIAL IMPACT:

KLM further advised that most cities do not require prevailing wage rates when rehabilitating their water towers. For the Industrial Park Water Tower Reconditioning Project, KLM estimates an increase up to \$300,000 if the Prevailing Wage Policy were to apply. This would thereby increase the engineer's construction estimate from \$1,600,000 to \$1,900,000.

ATTACHMENTS

Resolution Approving the Project with Exception to the Prevailing Wage Policy on City Projects and Authorizing the Advertisement for Bids

CITY OF HASTINGS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS WITH EXCEPTION FROM THE PREVAILING WAGE POLICY ON CITY PROJECTS, AND AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR INDUSTRIAL PARK WATER TOWER RECONDITIONING PROJECT

WHEREAS, the project plans and specifications have been completed by KLM Engineering, Inc., and

WHEREAS, it is recognized that full tower reconditioning is specialized work, and

WHEREAS, we anticipate the same pool of well qualified contractors to bid on this work, and

WHEREAS, the engineer’s construction estimate of the work increases from \$1,600,000 to \$1,900,000 if the Prevailing Wage Policy on City Projects applies, and

WHEREAS, the City Council may provide an exception to the Prevailing Wage Policy on City Projects.

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

1. Plans and specifications for these improvements prepared by KLM Engineering, Inc. are hereby approved with an exception to the Prevailing Wage Policy on City Projects.
2. The Public Works Director shall prepare and cause to be published on the Quest Construction Data Network web site and on the City of Hastings official web site an advertisement for bids for the construction of the approved Project. The advertisement shall be published for three weeks, shall specify the work to be done, shall state that bids will be opened virtually on a date and time to be determined, and that no bids will be considered unless filed ONLINE and accompanied by a cash deposit, cashier’s check, bid bond, or certified check payable to the City of Hastings for 5% of the amount of each bid.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 3RD DAY OF SEPTEMBER 2024.

Ayes:

Nays:

Mary D. Fasbender, Mayor

ATTEST: _____
Kelly Murtaugh, City Clerk

SEAL



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: September 3, 2024
Item: Special Vehicles on City Streets

Committee Action Requested:

Direct whether to draft update to ordinance to allow adults to acquire a permit to operate special vehicles on City streets.

Background Information:

State statute 169.045 [Sec. 169.045 MN Statutes](#) does allow the City to allow, prohibit, or otherwise regulate special vehicles (including ATVs/UTVs) operating on City streets.

City ordinance allows use of certain golf carts, side-by-sides, and UTVs by disabled persons with a permit issued under section 70.02 of the City Code: [Hastings : Municipal Code \(municipalcodeonline.com\)](#). **Please note that the permit requires an approved application, including proof of insurance and a physician's certificate.** Additionally, the ordinance allows their use only during daylight hours and prohibits use during inclement weather or poor visibility conditions. Permitted vehicles are required to display a slow-moving vehicle emblem and a review mirror. Permits may be revoked, subject to appeal.

The City's ordinance dates to 1991, and potential revisions have come up several times in the past, including amendments approved in 2014 and 2015. As recently February 2020, the City Council considered but did not approve allowing special vehicles by non-disabled persons.

In fall 2023, a resident similarly inquired about changing the ordinance to allow use by non-disabled persons either on all City streets or on specifically designated routes (similar to snowmobiles, which exit/enter the City). Public Safety Committee (Fox*, Haus, and Leifeld) met April 22 and July 8, 2024 and was generally supportive of the idea of amending section 70.02 of the City Code to allow adults to acquire a permit to operate special vehicles on City streets.

Financial Impact:

Not applicable

Committee Discussion:

Meetings April 22 and July 8, 2024

Attachments:

City Code Section 70.02 Operation of Motorized Golf Carts, Four Wheel Side by Side All Terrain Vehicles, and Utility Task Vehicles on City Streets

70.02 Operation Of Motorized Golf Carts, Four Wheel Side-By-Side All-Terrain Vehicles And Utility Task Vehicles On City Streets

- A. *Purpose.* The purpose of this section is to authorize the operation of motorized golf carts, four-wheel side-by-side all-terrain vehicles or utility task vehicles by disabled individuals on designated city streets in the City of Hastings pursuant to the authority given to the city by M.S. § 169.045, as it may be amended from time to time, now in effect.
- B. *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DISABLED INDIVIDUAL or DISABLED PERSON. A person who:

1. Because of disability cannot walk without significant risk of falling;
2. Because of disability cannot walk 200 feet without stopping to rest;
3. Because of disability cannot walk without the aid of another person, a walker, a cane, crutches, braces, a prosthetic device, or a wheelchair;
4. Is restricted by a respiratory disease to such an extent that the persons forced (respiratory) expiratory volume for 1 second, when measured by spirometry, is less than 1 meter;
5. Has an arterial oxygen tension (PAO₂) of less than 60 mm/hg on room air at rest;
6. Uses portable oxygen; or
7. Has a cardiac condition to the extent that the person's functional limitations are classified in severity as Class III or Class IV according to the standards set by the American Heart Association.

FOUR WHEEL SIDE-BY-SIDE ALL-TERRAIN VEHICLE. A side-by-side all-terrain vehicle as defined in M.S. § 84.92, as it may be amended from time to time, that has four wheels, and is carrying only the operator of the vehicle and otherwise meets the requirements of this section.

MOTORIZED GOLF CART. A 3- or 4-wheeled, self-propelled vehicle that is carrying only the operator of the vehicle and otherwise meets the requirements of this section.

UTILITY TASK VEHICLE. A side-by-side, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds, that is carrying only the operator of the vehicle and otherwise meets the requirements of this section.

- C. *Required Permit.* All disabled persons who desire to operate a motorized golf cart, four-wheel side-by-side all-terrain vehicle or utility task n vehicle pursuant to this section must first obtain a permit from the city.
1. Permit applications shall be available at the City Clerk's office and shall be in a form approved by resolution of the City Council.
 2. At the time of application, the applicant shall:
 - a. Provide proof of insurance complying with the requirements of M.S. § 65B.48, Subdivision 5, now in effect and as it may be amended from time to time;
 - b. Submit a certificate signed by a physician stating that the applicant is able to safely operate a motorized golf cart, four-wheel side-by-side all-terrain vehicle or utility task vehicle on the city streets; and
 - c. All other information as may be required by the city.
 3. All permits granted pursuant to this section shall be issued for a period not to exceed 1 year and may be renewed annually by complying with the requirements of this section.

- D. *Revocation.* Any permit issued pursuant to this section may be revoked by the City Council, at any time, if evidence is presented to the City Council that the permittee cannot safely operate the motorized golf cart, four-wheel side-by-side all-terrain vehicle or utility task vehicle on the designated streets. Before any permit can be revoked by the City Council, the permittee shall be given notice of the Council Meeting where the permit will be discussed. At that Council Meeting, the permittee will be given an opportunity to address the Council.
- E. *Designated Streets.* A permittee shall be allowed to operate a motorized golf cart, four-wheel side-by-side all-terrain vehicle or utility task vehicle on all city streets in the City of Hastings. A permittee may not operate a motorized golf cart, four-wheel side-by-side all-terrain vehicle or utility task vehicle on any county road or state highways in the City of Hastings. This does not prohibit a permittee from crossing a county road or state highway while traveling on a city street.
- F. *Times Of Operation.* Motorized golf carts, four-wheel side-by-side all-terrain vehicles and utility task vehicles may only be operated on streets designated in division (E) above from sunrise to sunset. Motorized golf carts, four-wheel side-by-side all-terrain vehicles and utility task vehicles shall not be operated in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions or at any time when there is insufficient light to see persons and vehicles on the roadway at a distance of 500 feet.
- G. *Slow-Moving Vehicle Emblem.* Motorized golf carts, four-wheel side-by-side all-terrain vehicles and utility task vehicles shall display the slow-moving vehicle emblem as provided for in M.S. § 169.522, as it may be amended from time to time, whenever they are operated on designated streets.
- H. *Application Of Traffic Laws.* Every person operating a motorized golf cart, four-wheel side-by-side all-terrain vehicles or utility task vehicle shall have all of the rights and duties applicable to the driver of any other vehicle under the provisions of M.S. Chapter 169, as it may be amended from time to time, except when those provisions cannot reasonably be applied to motorized golf carts or utility task vehicles.
- I. *Required Equipment.* All motorized golf carts, four-wheel side-by-side, all-terrain vehicles or utility task vehicles operating on designated streets pursuant to this section shall be equipped with a mirror that is located so as to reflect to the driver a view of the highway for a distance of at least 200 feet to the rear of the vehicle.

(Prior Code, § 7.04) Penalty, see §10.99 (Ord. 2014-18, 3rd Series Adopted 11-03-14)

HISTORY

Amended by Ord. 2014-18, 3rd Series on 11/3/2014

Amended by Ord. 2015-08, 3rd Series on 6/15/2015

Repealed by Ord. 2022-13 on 4/18/2022

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

X-E-01

RESOLUTION _____

**A RESOLUTION ADOPTING THE PRELIMINARY
2025 CITY PROPERTY TAX LEVY, PRELIMINARY BUDGET,
AND SETTING TRUTH IN TAXATION HEARING DATE**

WHEREAS, the City must annually prepare a budget that is responsive, responsible, and in alignment with our CORE values and strategic plan; and

WHEREAS, departments prepare requests with are discussed and reviewed as a team and with the Finance Committee of the Council (Vihrachoff, Fox, Leifeld); and

WHEREAS, the Finance Committee and the City Council have met several times over the last few months to discuss the preliminary budget information; and

WHEREAS, the committee has directed the City Administrator and staff to prepare a preliminary 2025 tax levy and budget, a special levy, and set a truth in taxation hearing date; and

WHEREAS, provisions of the Minnesota Truth and Taxation Law require Cities to certify a Proposed Property Tax Levy and City Budget to the County Auditor by September 30, 2024; and

WHEREAS, City staff was directed to set the 2025 City Preliminary levy at \$20,049,930, the Preliminary Budget at \$42,274,045, and to schedule a truth in taxation public hearing date at 7:00 p.m. on Monday, December 2, 2024 in the City Council Chambers at Hastings City Hall, with a continuation date (if needed) of Monday, December 16, 2024; and

WHEREAS, the City's debt levy must increase by \$359,145 due to more bonding projects than usual that were approved for the 2024 budget.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; that the preliminary Property Tax Levy of the City of Hastings, for the 2025 City Budget to be certified is hereby adopted.

Adopted this 3rd day of September 2024.

Attest:

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

A RESOLUTION APPROVING A PROPOSED 2025 HEDRA-HRA SPECIAL TAX LEVY

WHEREAS, the Hastings Economic Development and Redevelopment Authority (the “Authority”) was created by the City Council of the City of Hastings (the “City”) pursuant to Minnesota Statutes, Sections 469.090 to 469.1081; and

WHEREAS, the Authority was granted all of the powers of a municipal housing and redevelopment authority under Minnesota Statutes, Sections 469-001 to 469-047 (the “Act”); and

WHEREAS, Section 469.033, Subdivision 6, of the Act, as amended, permits the Authority to levy and collect a special benefit tax of up to .0185 percent of taxable market value in the City upon all taxable property, real and personal, within the City; and

WHEREAS, the Authority desires to levy such tax based upon the limit of .0185 % of the taxable market value; and

WHEREAS, the levy of such a special benefit tax is subject to consent by Resolution of the City Council of the City of Hastings.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; that the City of Hastings HRA Special Levy be granted subject to the limit of .0185 percent of taxable market value as per Minnesota Statute.

Adopted this 3rd day of September 2024.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: September 3, 2024
Item: PFAS Update

Council Action Requested:

Informational memo, no action requested at this time.

Background Information

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

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

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

Key Updates

Siting Study: The Feasibility Study is a planning document, geared toward functionality and cost effectiveness, not final sites. Public Works has begun a Siting Study to identify several potential sites for WTPs 2 and 3. There is a strong preference to avoid residential neighborhoods.

They need to be vetted against engineering criteria such as proximity to water and sewer infrastructure, proximity to wells, adequately sized water mains, road access, and location within

pressure zones. Then they can be modeled for feasibility and reviewed for cost estimates based on land acquisition and length of watermains and sewer mains that would be needed.

Because several of these possible sites are private property, staff has begun meeting with property owners to gauge their interest in selling land to the City and to learn their concerns (such as relocation of a business). We would very much prefer they hear from us directly rather than to be surprised by their property being shown on a map in a public meeting.

This study is being presented at the September 3 City Council meeting. I recommend following up during the next City Council meeting on September 16 with a closed session pursuant to Minnesota Statutes 13D.05 subd 3(c) to develop offers for purchase of real property.

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

The legislative session ended May 20 without passage of a bonding bill. I expect we will renew our State Capital Budget Request for next session.

Minnesota Veterans Home:

The Minnesota Veterans Home is presently served by a private well, which also has PFAS exceeding the EPA limits. In discussions with leadership at the Veterans Home, we had the first phase of our project include design of an interconnection of the Veterans Home water system to the City's water system, avoiding the need for the Veterans Home to construct and maintain a treatment plant for its private water system.

Without state bonding to cover the first phase, the City cannot cover the cost of the interconnect. The Veterans Home is now conducting a feasibility study to determine whether to construct and maintain its own water treatment plant or to connect to the City water system. We offered that we could assess the connection at an estimated cost of \$1.7M.

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

All three advanced our request to their respective Appropriations Committees; however, it was not approved through the Senate Appropriations Committee. As it worked through "mark up" by the Appropriations Committees, it is now proposed at a little over \$1M. This is a first step and not a final decision. Senator Smith's office said that approval would not occur until November at the earliest and potentially into 2025.

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

Water Rates: With budget planning for 2025 (including workshops on June 3 and June 17), we will need to discuss potential water rate increases, phasing, and timing. At present, the recommended budget includes a rate increase of 37.4%. This would be the first of several increases coinciding with construction of each of the three WTPs. In total, rates would double in two years and triple in four years without financial assistance.

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

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

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

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

We believe the environmental studies have resulted in several lines of evidence of a connection of Well #5 to the 3M Cottage Grove site, specifically: updated Minnesota Geological Survey

mapping of a fault in the bedrock, presence of HQ115/TFSI in Well #5, and additional water composition and PFOA chemical analyses.

We met with the Co-Trustees and Attorney General's Office in late July, and they agreed that there is a connection between Well #5 and 3M. They propose to use the Superfund process to require 3M to cover the costs associated with Well #5, and MPCA notified 3M of such in mid August. MPCA and 3M are presently discussing whether 3M voluntarily enroll as a responsible party in the Superfund program.

Although it is exciting that we may receive some funding, Superfund is often a long process. The financial coverage and impact on our construction schedule are unknown until we might have a draft Superfund agreement.

In the meantime, I anticipate the environmental investigations will continue as planned by the MPCA to determine connection and eligibility for the City's other wells.

3M Cottage Grove Draft NPDES/SDS Permit: The MPCA is considering an updated wastewater permit for the 3M Cottage Grove facility. An advanced wastewater treatment system is proposed to treat the facility's wastewater, stormwater, and cooling water; contaminated groundwater and leachate from a nearby landfill; water from a local power station; and decommissioning activities related to its incinerator. The permit would add new water quality protections for the Mississippi River and improve accountability through monitoring and reporting requirements, including removal of certain PFAS chemicals.

On behalf of the City, I am submitting comments on the draft permit requesting 3M be financially responsible for damage it has already caused to Hastings drinking water and to the environment, stricter monitoring and regulation of discharge (particularly for PFAS), and greater public transparency.

Financial Impact:

Not applicable

Committee Discussion:

Not applicable

Attachments:

Not applicable