

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, September 16, 2024

7:00 p.m.

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

Proclamation: Down Syndrome Awareness Month

Presentation: BR4R and 4RM+ULA

- V. APPROVAL OF MINUTES**

Approve Minutes of the City Council workshop and regular meeting on September 3, 2024.

- VI. COMMENTS FROM THE AUDIENCE**

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

- VII. COUNCIL ITEMS TO BE CONSIDERED**

- VIII. CONSENT AGENDA**

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

1. Pay Bills as Audited
2. Resolution: Accept Donation from the Minnesota Jaycees to the Hastings Fire Department
3. Resolution: Accept Donation from Delta Industrial Service and Supply Fire and Safety to the Hastings Fire Department
4. 1st Reading: Amend City Code Chapter 50.05 – On-Site Sewer Requirements
5. Approve Pay Estimate No. 3 for the 2024 Neighborhood Infrastructure Improvements – A1 Excavating LLC (\$668,006.51)
6. Schedule a Special City Council Meeting to Canvass 2024 General Election Results
7. Authorize Signature: Agreement for Legal Services between the City of Hastings and Campbell Knutson, PA
8. Authorize Signature: Joint Powers Agreement between the City of Hastings and Dakota County for Cost Sharing of Mississippi Riverbank Erosion Repair Project
9. Arts Commission – budgeted expenses
10. Declare Surplus Property and Authorize for Sale, Donation, or Disposal – Fire Department
11. Civil Penalties: Northern Tier Retail LLC dba Speedway #4486
 - a. Resolution: Imposing Sanctions Upon Retail Intoxicating Liquor License Holder Speedway Gas Station
 - b. Resolution: Imposing Sanctions Upon Tobacco License Holder Speedway Gas Station

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. Award Contract: Three Rivers Trail Reconstruction

X. REPORTS FROM CITY STAFF

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

A. Public Works

B. Parks and Recreation

C. Community Development

1. Resolution: Special Use Permit – Cannabis – Smokeys Tobacco - Alobaidi (300 Vermillion St)

D. Public Safety

E. Administration

1. Resolution: Cannabis Product Retail License – Smokeys Tobacco - Alobaidi (300 Vermillion St)
2. 1st Reading: Amend City Code Chapter 34.03: Civic Arena Fees
3. 2025 Budget Preauthorizations
4. Closed Meeting Pursuant to Minn. Stat. 13D.05 subd. 3(c) to Develop Offers for Purchase of Real Property

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

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



Proclamation

Down Syndrome Awareness Month October 2024

WHEREAS, approximately 1 in 640 babies in the United States are born with Down Syndrome, representing an estimated 5,700 people a year; and

WHEREAS, Down Syndrome is the most frequently occurring chromosomal disorder and is the leading cause of intellectual and development delay in the United States and in the world; and

WHEREAS, possessing a wide range of abilities, people with Down Syndrome are active participants in educational, occupational, social, and recreational circles of our communities; and

WHEREAS, individuals with Down Syndrome should have equal opportunity to achieve the universally desired goals of self-fulfillment, pride in their achievements, inclusion in their communities and reaching their fullest potential; and

WHEREAS, quality education programs, a stimulating home environment, good health care, and positive support from family, friends, and the community enable people with Down Syndrome to lead fulfilling and productive lives; and

WHEREAS, the City of Hastings encourages all citizens to work together to promote respect and inclusion of individuals with Down Syndrome and to celebrate their accomplishments and contributions.

THEREFORE, BE IT RESOLVED, that I, Mayor Mary Fasbender of the City of Hastings do hereby declare the month of October 2024, Down Syndrome Awareness Month in the City of Hastings.

**Hastings, Minnesota
City Council Workshop
September 3, 2024**

The City Council of the City of Hastings, Minnesota met in a workshop on Tuesday, September 3, 2024, at 5:30 p.m. in the Volunteer Room at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Members Absent: Councilmember Haus

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
Finance Manager Chris Eitemiller
Police Chief Dave Wilske
Community Development Director John Hinzman

Mayor Fasbender called the workshop to order at 5:30 pm and welcomed councilmembers and staff for discussion about the 2025 Budget. Eitemiller provided an overview of what will be presented at the workshop to support the budget request.

Eitemiller reviewed the key changes in revenue and expenses. The average proposed increase in tax levies in cities in Dakota County is 8-10%. This budget proposes a 7.5% increase in the levy for the upcoming year, resulting in a balanced budget. The impact of this increase on the median value home is \$106 for the year. Other revenues come from the Rural Fire Association, ISD 200 and rate increase at the Civic Arena.

Staff changes include hiring the 2 additional firefighter/paramedics to round out commitment to 6 positions over three years, a second school resource officer, and contract support for engineering. Health insurance is anticipated to increase by approximately 10%, and the proposed cost of living adjustment is proposed at 3.5%. Inflationary increases for services and supplies and some line item increases that the City is aware of currently are included. There is an increase to debt service for the City Hall/Civic Arena project.

Infrastructure projects included in the budget are the City portion of traffic signal replacement on Hwy 55 at Pleasant and Westview. The neighborhood project, water tower reconditioning, and sewer lining program are also included for 2025. Asset management is also a focus of the 2025 budget. Deferred and preventative maintenance, pool gutters at Aquatic Center, fleet vehicle replacements, plow/dump for PW, brush truck for Fire, arena lighting and Zamboni room roof are recommended for inclusion in the budget.

Eitemiller reviewed the historical tax rate, levy, and tax capacity for the last 10 years. The preliminary tax levy impact on a median value residence in the city would result in a \$106 increase in taxes paid to the city. The fiscal disparities increased, reducing the tax impact by \$26. One per cent levy equates to \$200,499.

There are several bonding projects in the upcoming year. Continuing the Neighborhood Street project is recommended at about \$4.2M. Construction of the first Water Treatment Plant for PFAS and nitrate removal will start in 2025 at a cost of \$20.6M.

Utility rates will increase in 2025. Sewer is expected to increase 4.5% and stormwater is expected to increase 4%. The larger increase will be seen in water rates and this is due to the construction of the water treatment plants. This is the first anticipated increase, with others to follow in ensuing years. The water rate will increase by 37.3% in 2025. If the city is successful in obtaining grants or funding from other sources, this rate could be decreased accordingly.

Utility capital projects include the water treatment plant #1, utility portions of the Neighborhood project, sewer rehabilitation projects, the industrial park water tower reconditioning project, the salt shed roof, dewatering at the Hydro plant, a SCADA upgrade, sewer lift station and pump controls, and the water quality improvement project.

City staff proposed cost containment or other efficiencies that have created reductions in the budget. An emphasis on asset management now saves funds in the long run. Some projects (Vets Park Planning) have been delayed and alternate vendors are being utilized (outfit police squads). The Fire Department fleet adjustment results in a savings of \$70,000. Lighting rebates for parks/arena projects and a delay downtown master plan saves about \$100,000. Choosing to participate in an early bid and waiving prevailing wages for water tower reconditioning saves over \$300,000.

Additional saving opportunities if further savings are needed: reprioritize # of vehicles purchased/leased; reduce Community Investment Fund, delay roadside court LED lighting, council meals, delay adding firefighters, cut or delay School Resource Officer, or reduce neighborhood project. Council discussion on importance of continuing the neighborhood street projects—still catching up from past delays in projects. Concerned about additional delaying these projects for future councils to address at a higher cost.

Council discussion on comfort level setting the levy at this meeting at 7.5% and possible reductions in expenses. Council discussion about school board decision to not directly support the civic arena project. Discussion about continuing to build relationship with school board/school staff.

The Communication plan includes a press release following approval of preliminary levy; developing key messages/talking points for Council and staff to share with community, info about water rate changes, demonstrating the connection to strategic plan, interviews, social media, newsletter, Budget at a Glance, and the Dakota County TNT mailer/insert.

ADJOURNMENT

Workshop adjourned at 6:54 p.m.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

Hastings, Minnesota
City Council Meeting Minutes
September 3, 2024

The City Council of the City of Hastings, Minnesota met in a regular meeting on Tuesday, September 3, 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, Lawrence, Leifeld, Pemble, and Vihrachoff

Members Absent: Councilmember Haus

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
City Attorney Kori Land
Public Works Director Ryan Stempki
City Engineer Cody Mathisen
Police Chief David Wilske

Promotions and New Employees

Sawyer Jackson
Brandon Lubinski

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council regular meeting on August 19, 2024.

Minutes were approved as presented.

Comments from the Audience

Pete Likes, 3000 E. 4th Street, President of the East Hastings Improvement Association. Likes offered a history of the association and its work within the city. Likes acknowledged a recent letter about the Lake Isabel Park Project progress and he urged Council to find a way to get the Lake Isabel Park project completed.

Consent Agenda

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

6 Ayes, 0 Nays.

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

Continue: Public Hearing: Special Use Permit – Cannabis – Hastings Tobacco 1 (1769 Market Blvd)
Table: Resolution: Special Use Permit – Cannabis – Hastings Tobacco 1 (1769 Market Blvd)
Table: Resolution: Cannabis Retail Sales License for Hastings Tobacco 1 (1769 Market Blvd)

Wietecha provided a summary of the request for a Special Use Permit to allow Cannabis Retail Sales at Westview Smokes at 1355 South Frontage Rd.

Mayor Fasbender opened the public hearing at: 7:11 p.m.

Mayor Fasbender closed the public hearing at: 7:12 p.m.

No Council discussion.

Councilmember Fox motioned to table the requests to the October 21st City Council meeting, seconded by Councilmember Leifeld.
6 Ayes, 0 Nays.

Receive Update on Water Treatment Plant Siting Study

Stempski provided an overview of the update on the Water Treatment Plant (WTP) Siting Study. Stempski indicated three WTPs would be required to remove PFAS from the Hastings municipal wells. After the feasibility was conducted, public feedback was received, and Council communicated a strong preference to locate WTP No. 2 and WTP No. 3 outside of residential neighborhoods. Stempski specified the feasibility engineering criteria, and cost-effectiveness of the WTP site options. Stempski shared information on the financial impact of moving the original site locations out of residential neighborhoods. Staff recommends scheduling a follow up at the September 16th City Council meeting to develop offers to purchase property.

Council discussion on outreach to property owners and willingness to work with the City. Council reviewed how the WTPs work together in a blended system, noting that the PFAS will not be fully mitigated until all three plants are built and operational. Stempski indicated WTP #1 will have a residential fill station when completed in the Industrial Park. Council discussion around public engagement on the possible sites. Stempski indicated that we are very early in the process and explained that if there are additional steps in the process that Council requests, it can be built into the process. Discussion about the variation in the cost for the various site options and when that can become part of the conversation. Stempski indicated the site costs will be provided at future meetings. Council reminders about the process that has led us to this point. Council posed questions on the process of potentially acquiring County-owned land. Attorney Land indicated there would be a purchase agreement along with various approvals and details throughout the process. Council expressed appreciation for the information and responsiveness to resident concerns.

Councilmember Fox motioned to approve as presented and schedule a follow up at the September 16th meeting, seconded by Councilmember Leifeld.
6 Ayes, 0 Nays.

Resolution No. 09-01-24: Intent to Participate – MnDOT Highway 55 Signal Replacements Project S.P. 1910-57, Pleasant Drive and Westview Drive Intersections

Stempski introduced the new City Engineer Cody Mathisen and shared background information on the request. Mathisen provided an overview of the request to consider the resolution of intent to participate in the replacement of existing traffic signals on Highway 55 at the intersections of Pleasant Drive and Westview Drive including minor improvements at the same locations in 2025. The current traffic signals are programmed for replacement in MnDOT's State Transportation Improvement Program (STIP) and are well beyond their intended service life of 25 years. Mathisen indicated the project would require detouring of Highway 55 for approximately two weeks (one week in each direction). The City is required to cost share

50% of the signal repair costs, along with covering 100% of the costs for any City-owned utilities that need to be repaired or relocated within the project scope. Stempski indicated the cost share for the City to complete the project is currently estimated to be \$550,000 which includes the replacement of the existing signals and relocation and repairs of City-owned utilities.

Council discussion on placemaking and posed questions on the appearance of the signal lights compared to HWY 61 anticipated signal lights. Mathisen noted that lighting is being discussed, but the signal lights should match.

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

Resolution No. 09-02-24: Approve Industrial Park Water Tower Plans and Specifications with Exception to the Prevailing Wage Policy and Authorize Advertisement for Bids

Stempski provided an overview of the request to adopt the 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. The project involves structural repairs and replacement of coating on the interior and exterior of the tower. The City contracted with KLM, the same consulting firm used in 2022 for the 4th Street Water Tower work, to prepare plans and specifications along with full time welding and coating inspections of the contractor's work. Similar to the 4th Street Water Tower project, KLM advises that because of the specialized work, experience and equipment needed we see the same pool of well qualified contractors across the country bidding this type of project regardless of the wage rates which is why the exception to the prevailing wage policy is included in the resolution. The goal is to go to bid in October to get the best bids for the project, with construction in spring 2025.

Council discussion on appreciation for the explanation of what goes into the reconditioning process, the prevailing wage exception, and cell antenna planning/service concerns. Stempski indicated the service providers are notified far in advance to create a plan with the same notification process for when the design can be installed again, noting that residents with service concerns should contact their providers directly.

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

Special Vehicles on City Streets

Wilske provided an overview of the request for direction on whether to draft an update to our current ordinance to allow adults to acquire a permit to operate special vehicles on City streets. Wilske reviewed the current ordinance that allows this use by disabled persons with a permit and the previous inquiries regarding the topic. Wilske reviewed DNR definitions and state law allowances. Wilske provided Public Safety concerns with changing the current city ordinance to allow ATV use on city streets.

Council discussion on Public Safety Committee general sentiment was to support amending the ordinance to allow adults to get a permit to use ATVs on city streets. Discussion on the ability to get insurance if manufacturers do not recommend use on streets. Attorney Land indicated that the City would require proof of insurance. Council review of Public Safety Committee discussion about scooters, electric bikes and their use on streets. Council review of administrative citations that would result in someone driving an ATV without a permit by the City. Council discussed proposing an experimental approach. Wilske indicated experimental approaches may not be well received. Council discussion about the number of

unpermitted, underage drivers of ATVs currently on City streets, as well as concerns about safety of drivers of ATVs.

Councilmember Leifeld motioned to seek a revision to Ordinance 70.02, seconded by Councilmember Fox.
4 Ayes, 2 Nays (Lawrence, Pemble).

Resolution No. 09-03-24: Approve Preliminary 2025 City Property Tax Levy, Preliminary Budget, and Setting Truth in Taxation Hearing

Wietecha presented a brief overview of the resolution for the adoption of the Preliminary 2025 City Property Tax Levy, Preliminary Budget, and Setting Truth in Taxation hearing. Wietecha provided the status of ongoing revenues and one-time revenue sources. The proposed tax levy of a 7.5% increase is below the range anticipated by many other cities (8-10%), translating to a \$106 impact on the median value home. Then Wietecha indicated that the key changes in expenses are due to inflationary pressures, prior year commitments including debt service, and asset preservation. Utility rates are projected to increase, specifically, water rates (37.3%), sewer (4.5%), and stormwater (4.0%). The water rate increase is due to the efforts to mitigate PFAS and nitrates. Wietecha demonstrated the strong commitment to the Strategic Plan through the budget priorities for 2025.

Council discussion on appreciation for the work of the staff in assembling the budget proposal. Council explains the lack of conversation about the budget is due to earlier, extensive committee meetings and workshops to review the proposed budget.

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

Resolution No. 09-04-24: Approve Proposed 2025 HEDRA – HRA Special Tax Levy

Wietecha presented a brief overview of the resolution for the proposed 2025 HEDRA – HRA Special Tax Levy resolution.

No Council discussion.

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

PFAS Update

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

Wietecha mentioned the siting study report from earlier in the meeting. Wietecha also reviewed the 2025 budget proposal that included the 37.3% proposed increase in water rates. Discussions with the MPCA continue. Last week the city submitted comments the 3M Cottage Grove Wastewater permit application. The City continues to explore and pursue multiple opportunities to offset expenses.

No Council discussion.

Announcements

- Summer Rec Programs at Levee Park...
 - Thursday, Sept 5, Music in the Park with “Belladiva – Variety Show Band.” Supported by the Ruth and George Doffing Charitable Fund.
 - Friday, Sept 6, Movies in the Park with “Wonka.” Sponsored by Ardent Mills. Please bring a non-perishable food donation.
 - Saturday, Sept 7, Bike with a Ranger on a guided tour of the 10 Mile Loop. Pre-registration required for this free event.
- Mattress/Box Spring and Document Shred Event this Saturday, September 7. Please see City website for details.
- The Fire Relief Association’s annual Booya is Saturday, September 14.
- Rivertown Live is Saturday, September 14.

Meetings

- Operations Committee Meeting on Monday, September 9, 2024 at 7:00 p.m.
- Planning Commission Meeting on Monday, September 9, 2024 at 7:00 p.m.
- Arts & Culture Commission Meeting on Wednesday, September 11, 2024 at 6:00 p.m.
- HEDRA Meeting on Thursday, September 12, 2024 at 6:00 p.m.
- City Council Regular Meeting on Monday, September 16, 2024 at 7:00 p.m.

Councilmember Pemble motioned to adjourn the meeting at 9:12 PM, seconded by Councilmember Lawrence. Ayes 6; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang - Accountant

Date: 09/12/2024

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of weekly routine disbursements issued 09/10/2024.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 09/17/2024.

Background Information:

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

Financial Impact:

Disbursement Checks, Hedra & EFT issued on 09/10/2024	\$	68,947.52
Disbursement Checks, Hedra & EFT to be issued on 09/17/2024	\$	2,036,000.62

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Disbursement Reports

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Operations	PARKS	CINTAS CORPORATION NO 2	MEDICAL & FIRST AID	\$148.76
				Vendor Total: \$148.76
PW Building	GENERAL	MCPHILLIPS BROS ROOFING CO	ROOF LEAKS FIXED	\$1,203.00
				Vendor Total: \$1,203.00
Water	WATER	HAWKINS INC	CHEMICALS & CHEMICAL PRODUCTS	\$1,855.56
				Vendor Total: \$1,855.56
Parks Operations	PARKS	BRIKK MECHANICAL LLC.	UPKEEP OF GROUNDS	\$485.00
				Vendor Total: \$485.00
Admin	GENERAL	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$33.53
Admin	GENERAL	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	\$105.39
Water	WATER	INNOVATIVE OFFICE SOLUTIONS	OTHER GENERAL SUPPLIES	\$23.30
				Vendor Total: \$162.22
PW - Streets	GENERAL	PRECISE MOBILE RESOURCE MG	MAINTENANCE CONTRACTS	\$161.00
				Vendor Total: \$161.00
Arena	ARENA	HUEBSCH LAUNDRY CO.	REPAIRS & MAINTENANCE - BLDG	\$55.23
				Vendor Total: \$55.23
Debt Service	2019A GO DEBT	U.S. BANK	FISCAL AGENT FEES	\$550.00
Debt Service	2021A GO DEBT	U.S. BANK	FISCAL AGENT FEES	\$500.00
				Vendor Total: \$1,050.00
HEDRA	HEDRA	M JUDGE ELECTRIC LLC	WIRE NEW FURNACE AND AC	\$1,305.00
				Vendor Total: \$1,305.00
Police	GENERAL	SHRED RIGHT	EXPERT & CONSULTANT	\$18.85
				Vendor Total: \$18.85
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$107.88
PW - Streets	GENERAL	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$11.99
				Vendor Total: \$119.87
Fire	FIRE & AMBULA	NAPA AUTO PARTS	EQUIPMENT PARTS	\$126.44
				Vendor Total: \$126.44
Fire	FIRE & AMBULA	TARGETSOLUTIONS LEARNING, L	DUES, SUBSCRIPTIONS, MEMBERSHIPS	\$5,108.67
Fire	FIRE & AMBULA	TARGETSOLUTIONS LEARNING, L	DUES, SUBSCRIPTIONS, MEMBERSHIPS	\$5,814.77
				Vendor Total: \$10,923.44
Police	GENERAL	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$722.94

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$722.94
Building Inspections	GENERAL	KLETSCHKA INSPECTIONS, LLC	EXPERT & CONSULTANT	\$3,249.60
				Vendor Total: \$3,249.60
Police	GENERAL	NORTHWESTERN UNIVERSITY	CONFERENCE & SCHOOLS	\$4,400.00
				Vendor Total: \$4,400.00
Police	GENERAL	HOLIDAY STATIONSTORES LLC	REPAIRS & MAINTENANCE - VEHICLE	\$60.00
				Vendor Total: \$60.00
Arena	ARENA	TOTAL MECHANICAL SERVICES, I	REPAIRS & MAINTENANCE - BLDG	\$1,800.25
				Vendor Total: \$1,800.25
PW - Streets	GENERAL	BIG BELLY SOLAR LLC	UPKEEP OF GROUNDS	\$78.80
				Vendor Total: \$78.80
Ambulance	FIRE & AMBULA	DIGITECH COMPUTER LLC	EXPERT & CONSULTANT	\$10,365.32
				Vendor Total: \$10,365.32
COMMUNITY DEVE	GENERAL	CODAMETRICS INC.	EXPERT & CONSULTANT	\$6,532.50
				Vendor Total: \$6,532.50
Parks Operations	PARKS	BODACIOUS BADGER DESIGNS	REPAIRS & MAINTENANCE - STRUCTU	\$500.00
				Vendor Total: \$500.00
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$432.69
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$118.28
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$376.36
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$363.06
				Vendor Total: \$1,290.39
Water	WATER	CITY OF BLOOMINGTON	REPAIRS & MAINT-LINES	\$364.00
				Vendor Total: \$364.00
Police Building	GENERAL	ELECTRO WATCHMAN, INC	SMOKE DETECTOR REPLACED	\$454.64
				Vendor Total: \$454.64
Fire Building	GENERAL	MOSENG LOCKSMITHING	LOCK REMOVED AND PLATE INSTALLE	\$205.04
				Vendor Total: \$205.04
VEHICLE AND EQU	VEHICLE AND E	NORTHERN SAFETY TECHNOLOG	EQUIPMENT	\$2,185.00
VEHICLE AND EQU	VEHICLE AND E	NORTHERN SAFETY TECHNOLOG	EQUIPMENT	\$14,382.71
				Vendor Total: \$16,567.71

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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VIII-01

Arena	ARENA	R & R SPECIALTIES, INC.	REPAIRS & MAINTENANCE - BLDG	\$2,358.50
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Vendor Total: \$2,358.50

Arena	ARENA	TERRYS HARDWARE, INC.	OTHER GENERAL SUPPLIES	\$19.98
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Police Building	GENERAL	TERRYS HARDWARE, INC.	DRAIN MAINTAINER AND MEASURING	\$16.18
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General Facility Mai	GENERAL	TERRYS HARDWARE, INC.	CONTAINERS	\$10.34
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PW Building	GENERAL	TERRYS HARDWARE, INC.	WINDOW CAULK	\$11.98
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Vendor Total: \$58.48

PW Cold Storage Bu	GENERAL	VIKING AUTOMATIC SPRINKLER	REPLACED BAD SPRINKLER PIPE	\$2,170.00
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Vendor Total: \$2,170.00

Ambulance	FIRE & AMBULA	ZOLL MEDICAL CORP	MEDICAL & FIRST AID	\$154.98
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Vendor Total: \$154.98

GRAND TOTAL: \$68,947.52

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Human Resources	GENERAL	MARTIN-MCALLISTER CONSULTIN	TESTING SERVICES	\$625.00
Vendor Total:				\$625.00
Parks Operations	PARKS	O'REILLY AUTOMOTIVE	REPAIRS & MAINTENANCE - VEHICLE	\$277.18
Vendor Total:				\$277.18
Parks Operations	PARKS	CINTAS CORPORATION NO 2	REPAIRS & MAINTENANCE - BLDG	\$127.45
Water	WATER	CINTAS CORPORATION NO 2	OTHER GENERAL SUPPLIES	\$17.53
Vendor Total:				\$144.98
Parks Operations	PARKS	GREEN COMPANIES LLC	UPKEEP OF GROUNDS	\$1,520.00
Vendor Total:				\$1,520.00
Parks Capital	PARKS CAPITAL	WSB & ASSOCIATES INC	CONTRACTORS & CONSTRUCTION	\$270.00
Vendor Total:				\$270.00
Wastewater	WASTEWATER	IN CONTROL, INC.	REPAIRS & MAINT-LINES	\$546.00
Water	WATER	IN CONTROL, INC.	CONTRACTORS & CONSTRUCTION	\$19,386.00
Vendor Total:				\$19,932.00
PW - Streets	GENERAL	ROAD MACHINERY & SUPPLIES C	EQUIPMENT	\$1,155.80
Vendor Total:				\$1,155.80
IT-OPERATIONS	GENERAL	LOGIS/LOCAL GOVERNMENT INF	NON CAP - COMPUTER EQUIPMENT	\$30.00
Vendor Total:				\$30.00
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$51.03
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$75.78
PW - Streets	GENERAL	ROAD EQUIPMENT PARTS CENTE	REPAIRS & MAINTENANCE - EQUIP	\$3.84
Vendor Total:				\$130.65
Parks Operations	PARKS	TRI-STATE BOBCAT, INC.	REPAIRS & MAINTENANCE - EQUIP	\$406.45
Vendor Total:				\$406.45
Recycling	GENERAL	SHRED-N-GO, INC.	OTHER GENERAL SUPPLIES	\$1,515.00
Vendor Total:				\$1,515.00
Hydro	HYDRO ELECTRI	PREMIUM WATERS, INC.	OTHER GENERAL SUPPLIES	\$14.00
Vendor Total:				\$14.00
Water	WATER	VALLEY CHEVROLET OF HASTING	REPAIRS & MAINT-LINES	\$74.52
Vendor Total:				\$74.52
Water	WATER	BAUER SERVICES	MISCELLANEOUS	\$8,000.00
Vendor Total:				\$8,000.00

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks Operations	PARKS	SCHLOMKA'S PORTABLE RESTRO	RENTAL/LEASE EXPENSE	\$3,605.00
Vendor Total:				\$3,605.00
Parks Operations	PARKS	RUMPCA SERVICES, INC.	REPAIRS & MAINTENANCE - BLDG	\$403.00
Vendor Total:				\$403.00
Hydro	HYDRO ELECTRI	J. F. BRENNAN CO. INC.	REPAIRS & MAINTENANCE - EQUIP	\$18,920.00
Vendor Total:				\$18,920.00
Fire	FIRE & AMBULA	HOMETOWN ACE HARDWARE	OTHER GENERAL SUPPLIES	\$22.31
PW - Streets	GENERAL	HOMETOWN ACE HARDWARE	STREET MAINTENANCE MATERIAL	\$7.68
Vendor Total:				\$29.99
Parks Operations	PARKS	4 CORNERS READY MIX	DONATIONS	\$1,154.50
Parks Operations	PARKS	4 CORNERS READY MIX	CONSTRUCTION MATERIALS	\$1,564.00
Vendor Total:				\$2,718.50
Police	GENERAL	SHRED RIGHT	EXPERT & CONSULTANT	\$18.85
Vendor Total:				\$18.85
Wastewater	WASTEWATER	CUMMINS SALES & SERVICE	REPAIRS & MAINT-LINES	\$968.23
Wastewater	WASTEWATER	CUMMINS SALES & SERVICE	REPAIRS & MAINT-LINES	\$820.54
Wastewater	WASTEWATER	CUMMINS SALES & SERVICE	REPAIRS & MAINT-LINES	\$968.23
Water	WATER	CUMMINS SALES & SERVICE	REPAIRS & MAINT-LINES	\$1,077.64
Vendor Total:				\$3,834.64
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$6.17
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$636.49
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	(\$5.25)
PW - Streets	GENERAL	NAPA AUTO PARTS	REPAIRS & MAINTENANCE - EQUIP	\$10.99
Vendor Total:				\$648.40
Hydro	HYDRO ELECTRI	MEMBRANE PROCESS & CONTRO	REPAIRS & MAINTENANCE - EQUIP	\$5,983.60
Vendor Total:				\$5,983.60
Water	WATER	CORE & MAIN LP	METERS FOR RESALE	\$328.00
Vendor Total:				\$328.00
Parks Operations	PARKS	NAPA AUTO PARTS	OTHER GENERAL SUPPLIES	\$37.98
Parks Operations	PARKS	NAPA AUTO PARTS	SMALL TOOLS & EQUIPMENT	(\$63.28)
Vendor Total:				(\$25.30)
Treatment Plant	WATER	US SALT	CHEMICALS & CHEMICAL PRODUCTS	\$7,493.57

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$7,493.57
Police	POLICE RESERV	GUARDIAN SUPPLY LLC	CLOTHING & BADGES	\$294.96
				Vendor Total: \$294.96
Parks Capital	PARKS CAPITAL	ISG	CONTRACTORS & CONSTRUCTION	\$10,150.12
Parks Capital	PARKS CAPITAL	ISG	CONTRACTORS & CONSTRUCTION	\$1,052.50
				Vendor Total: \$11,202.62
Human Resources	GENERAL	MINNESOTA OCCUPATIONAL HEA	TESTING SERVICES	\$46.00
Human Resources	GENERAL	MINNESOTA OCCUPATIONAL HEA	TESTING SERVICES	\$110.00
Human Resources	GENERAL	MINNESOTA OCCUPATIONAL HEA	TESTING SERVICES	\$70.00
Human Resources	GENERAL	MINNESOTA OCCUPATIONAL HEA	TESTING SERVICES	\$41.00
				Vendor Total: \$267.00
Parks Capital	PARKS CAPITAL	MINNESOTA DIRT WORKS INC.	CONTRACTORS & CONSTRUCTION	\$121,082.44
				Vendor Total: \$121,082.44
IT-OPERATIONS	GENERAL	MARCO TECHNOLOGIES LLC	MAINTENANCE CONTRACTS	\$8,191.71
				Vendor Total: \$8,191.71
Aquatics	AQUATIC CENTE	TOTAL MECHANICAL SERVICES, I	EQUIPMENT	\$10,796.00
Aquatics	AQUATIC CENTE	TOTAL MECHANICAL SERVICES, I	REPAIRS & MAINTENANCE - BLDG	\$1,408.75
Aquatics	AQUATIC CENTE	TOTAL MECHANICAL SERVICES, I	REPAIRS & MAINTENANCE - EQUIP	\$5,530.40
Parks Operations	PARKS	TOTAL MECHANICAL SERVICES, I	REPAIRS & MAINTENANCE - BLDG	\$2,198.00
Parks Operations	PARKS	TOTAL MECHANICAL SERVICES, I	REPAIRS & MAINTENANCE - BLDG	\$380.00
				Vendor Total: \$20,313.15
IT-OPERATIONS	GENERAL	OUTPOST24 INC	MAINTENANCE CONTRACTS	\$2,240.64
				Vendor Total: \$2,240.64
Fire	FIRE & AMBULA	DAKOTA 911	DISPATCH CONTRACT-COUNTY	\$15,970.00
Police	GENERAL	DAKOTA 911	DISPATCH CONTRACT-COUNTY	\$31,941.00
				Vendor Total: \$47,911.00
Water	WATER	LARKIN HOFFMAN DALY & LINDG	EXPERT & CONSULTANT	\$1,834.00
Water	WATER	LARKIN HOFFMAN DALY & LINDG	EXPERT & CONSULTANT	\$4,000.00
				Vendor Total: \$5,834.00
PW - Streets	GENERAL	POMP'S TIRE SERVICE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$888.00
				Vendor Total: \$888.00
IT-OPERATIONS	GENERAL	DAKOTA COUNTY FINANCE	DP/COMPUTER/INTERNET FEES	\$250.00
				Vendor Total: \$250.00

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Arena	ARENA	APEX FACILITY SOLUTIONS, LLC	CONTRACTORS & CONSTRUCTION	\$217,550.00
Vendor Total:				\$217,550.00
PW - Streets	GENERAL	JOHN DEER FINANCIAL/MIDWEST	REPAIRS & MAINTENANCE - EQUIP	\$26.75
Vendor Total:				\$26.75
General Facility Mai	GENERAL	RENAISSANCE ROOFING INC.	BUILDINGS & STRUCTURES	\$58,980.74
Vendor Total:				\$58,980.74
PW - Streets	GENERAL	KNOLL OUTDOOR SERVICES LLC	MAINTENANCE CONTRACTS	\$4,800.00
Vendor Total:				\$4,800.00
Parks Capital	PARKS CAPITAL	EMMONS & OLIVER RESOURCES,	CONTRACTORS & CONSTRUCTION	\$8,174.76
Vendor Total:				\$8,174.76
Parks Capital	PARKS CAPITAL	PULSE DESIGN, INC.	CONTRACTORS & CONSTRUCTION	\$2,450.00
Vendor Total:				\$2,450.00
VEHICLE AND EQU	VEHICLE AND E	EMERGENCY AUTOMOTIVE TECH	MOTOR VEHICLES	\$1,945.92
Vendor Total:				\$1,945.92
PW - Streets	GENERAL	LUBINSKI, BRANDON	CONFERENCE & SCHOOLS	\$50.00
PW - Streets	GENERAL	LUBINSKI, BRANDON	CONFERENCE & SCHOOLS	\$14.28
Vendor Total:				\$64.28
PW - Streets	GENERAL	PREMIER TRUCK GROUP	REPAIRS & MAINTENANCE - EQUIP	\$60.00
PW - Streets	GENERAL	PREMIER TRUCK GROUP	REPAIRS & MAINTENANCE - EQUIP	\$44.27
PW - Streets	GENERAL	PREMIER TRUCK GROUP	REPAIRS & MAINTENANCE - EQUIP	\$1,045.43
Vendor Total:				\$1,149.70
Wastewater	WASTEWATER	CAPRA'S UTILITY INC	MISCELLANEOUS	\$6,475.00
Vendor Total:				\$6,475.00
Non-Departmental	2024 IMPROVEM	A-1 EXCAVATING, INC	CONTRACTORS & CONSTRUCTION	\$668,006.51
Non-Departmental	2024 IMPROVEM	A-1 EXCAVATING, INC	CONTRACTORS & CONSTRUCTION	\$534,471.19
Vendor Total:				\$1,202,477.
Parks Operations	PARKS	ANDERSEN, EARL F.	SIGN/SIGN REPAIR MATERIALS	\$75.35
Vendor Total:				\$75.35
Ambulance	FIRE & AMBULA	BLUE CROSS & BLUE SHIELD	REFUNDS-AMBULANCE	\$300.36
Ambulance	FIRE & AMBULA	BLUE CROSS & BLUE SHIELD	REFUNDS-AMBULANCE	\$391.22
Ambulance	FIRE & AMBULA	BLUE CROSS & BLUE SHIELD	REFUNDS-AMBULANCE	\$45.44
Ambulance	FIRE & AMBULA	BLUE CROSS & BLUE SHIELD	REFUNDS-AMBULANCE	\$93.39

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$830.41
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$475.60
Ambulance	FIRE & AMBULA	BOUND TREE MEDICAL LLC	MEDICAL & FIRST AID	\$324.50
				Vendor Total: \$800.10
PW - Streets	GENERAL	CHEMSEARCH	MOTOR FUEL & OIL	\$202.95
Parks Operations	PARKS	CHEMSEARCH	REPAIRS & MAINTENANCE - BLDG	\$2,930.55
				Vendor Total: \$3,133.50
Aquatics	AQUATIC CENTE	LIBBY LEINING	MISCELLANEOUS	\$225.00
Ambulance	FIRE & AMBULA	DAKOTA COUNTY JAIL	REFUNDS-AMBULANCE	\$521.60
Ambulance	FIRE & AMBULA	CLARENCE CHAPMAN	REFUNDS-AMBULANCE	\$275.00
Ambulance	FIRE & AMBULA	AARON NIELSEN	REFUNDS-AMBULANCE	\$300.00
				Vendor Total: \$1,321.60
IT-OPERATIONS	GENERAL	COMPUTER INTEGRATION TECHN	EXPERT & CONSULTANT	\$198.00
				Vendor Total: \$198.00
PW - Street Lights	GENERAL	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$2,955.52
Police	GENERAL	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$17.74
Wastewater	WASTEWATER	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$91.18
Wastewater	WASTEWATER	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$63.26
Water	WATER	DAKOTA ELECTRIC ASSN	LIGHT & POWER	\$59.88
				Vendor Total: \$3,187.58
Ambulance	FIRE & AMBULA	DOWNTOWN TIRE & AUTO	REPAIRS & MAINTENANCE - VEHICLE	\$30.00
				Vendor Total: \$30.00
Water	WATER	ELECTRO WATCHMAN, INC	REPAIRS & MAINT-LINES	\$25.00
				Vendor Total: \$25.00
Fire	FIRE & AMBULA	EMERGENCY APPARATUS MAINT	REPAIRS & MAINTENANCE - VEHICLE	\$46,962.83
				Vendor Total: \$46,962.83
PW - Streets	GENERAL	ESS BROTHERS & SONS INC	CONTRACTORS & CONSTRUCTION	\$9,980.00
PW - Streets	GENERAL	ESS BROTHERS & SONS INC	CONTRACTORS & CONSTRUCTION	(\$7,320.00)
				Vendor Total: \$2,660.00
PW - Streets	GENERAL	FORCE AMERICA	REPAIRS & MAINTENANCE - EQUIP	\$111.96
				Vendor Total: \$111.96
Water	WATER	GOPHER STATE ONE-CALL INC	REPAIRS & MAINT-LINES	\$375.30

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Vendor Total: \$375.30
Communications	GENERAL	GRAPHIC DESIGN	ADVERTISING-PROMOTIONAL	\$1,478.09
Recycling	GENERAL	GRAPHIC DESIGN	ADVERTISING-PROMOTIONAL	\$500.00
Communications	GENERAL	GRAPHIC DESIGN	ADVERTISING-PROMOTIONAL	\$2,338.64
Parks Operations	PARKS	GRAPHIC DESIGN	ADVERTISING-PROMOTIONAL	\$1,438.91
Admin	GENERAL	GRAPHIC DESIGN	OTHER PROFESSIONAL SERVICES	\$84.00
Storm	STORM WATER	GRAPHIC DESIGN	UTILITY BILLING POSTCARDS	\$317.00
Wastewater	WASTEWATER	GRAPHIC DESIGN	UTILITY BILLING POSTCARDS	\$317.00
Water	WATER	GRAPHIC DESIGN	UTILITY BILLING POSTCARDS	\$317.00
Storm	STORM WATER	GRAPHIC DESIGN	ZONE 2 UB STATEMENTS	\$266.33
Wastewater	WASTEWATER	GRAPHIC DESIGN	ZONE 2 UB STATEMENTS	\$266.33
Water	WATER	GRAPHIC DESIGN	ZONE 2 UB STATEMENTS	\$266.34
Water	WATER	GRAPHIC DESIGN	ZONE 2 UB STATEMENTS	\$1,394.34
				Vendor Total: \$8,983.98
Water	WATER	HACH COMPANY	REPAIRS & MAINT-LINES	\$699.88
				Vendor Total: \$699.88
Parks Capital	GENERAL	HASTINGS SCHOOL DISTRICT #20	RENTAL-BUILDINGS	\$2,500.00
				Vendor Total: \$2,500.00
Hydro	HYDRO ELECTRI	K R WEST CO INC.	REPAIRS & MAINTENANCE - EQUIP	\$423.02
				Vendor Total: \$423.02
Wastewater	WASTEWATER	MACQUEEN EQUIPMENT, INC.	REPAIRS & MAINT-LINES	\$226.66
				Vendor Total: \$226.66
Non-Departmental	GENERAL	METROPOLITAN COUNCIL ENVIR	SAC AUGUST 2024	\$12,300.75
Wastewater	WASTEWATER	METROPOLITAN COUNCIL ENVIR	METRO WASTE CONTROL COMMISSION	\$148,748.96
				Vendor Total: \$161,049.71
City Hall Building	GENERAL	MN DEPT LABOR & INDUSTRY	PRESSURE VESSELS CERTIFICATIONS	\$30.00
				Vendor Total: \$30.00
Parks Operations	PARKS	NIEBUR TRACTOR & EQUIPMENT,	REPAIRS & MAINTENANCE - EQUIP	\$415.52
				Vendor Total: \$415.52
PW - Streets	GENERAL	PAGE, GREG	CLOTHING & BADGES	\$123.95
				Vendor Total: \$123.95
Ambulance	FIRE & AMBULA	LINDE GAS & EQUIPMENT INC.	CHEMICALS & CHEMICAL PRODUCTS	\$231.04
				Vendor Total: \$231.04

VIII-01

Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PW - Streets	GENERAL	RUEDY, GARY	SAFETY BOOTS	\$233.99
Vendor Total:				\$233.99
PW - Streets	GENERAL	CITY OF ST PAUL	STREET MAINTENANCE MATERIAL	\$188.73
Vendor Total:				\$188.73
Hydro	HYDRO ELECTRI	SHERWIN-WILLIAMS	REPAIRS & MAINTENANCE - EQUIP	\$55.08
Hydro	HYDRO ELECTRI	SHERWIN-WILLIAMS	REPAIRS & MAINTENANCE - EQUIP	\$56.57
Water	WATER	SHERWIN-WILLIAMS	REPAIRS & MAINT-LINES	\$51.99
Vendor Total:				\$163.64
PW - Streets	GENERAL	TERRYS HARDWARE, INC.	STREET MAINTENANCE MATERIAL	\$39.99
PW - Streets	GENERAL	TERRYS HARDWARE, INC.	STREET MAINTENANCE MATERIAL	\$57.97
PW - Streets	GENERAL	TERRYS HARDWARE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$7.90
Police Building	GENERAL	TERRYS HARDWARE, INC.	WHITE FLAG TAPE AND PVC PIPE	\$39.42
Hydro	HYDRO ELECTRI	TERRYS HARDWARE, INC.	REPAIRS & MAINTENANCE - EQUIP	\$17.49
Parks Operations	PARKS	TERRYS HARDWARE, INC.	MISCELLANEOUS	\$36.99
Water	WATER	TERRYS HARDWARE, INC.	REPAIRS & MAINT-LINES	\$22.79
Vendor Total:				\$222.55
PW - Streets	GENERAL	NUSS TRUCK & EQUIPMENT	REPAIRS & MAINTENANCE - EQUIP	\$95.87
Vendor Total:				\$95.87
PW - Streets	GENERAL	WERNER IMPLEMENT CO INC	REPAIRS & MAINTENANCE - EQUIP	\$2.99
Vendor Total:				\$2.99
Non-Departmental	WATER	DAVIS ROBERT J	CUSTOMER OVERPAYMENT	\$50.00
Non-Departmental	WATER	MCTAGUE JARED	CUSTOMER OVERPAYMENT	\$3.52
Non-Departmental	WATER	MCNAMARA JAMIE	CUSTOMER OVERPAYMENT	\$19.74
Vendor Total:				\$73.26

GRAND TOTAL: \$2,036,000.62

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: September 6, 2024

Item: Accept a Donation from Minnesota Jaycees Charitable Foundation

Council Action Requested: Council is asked to accept a donation in the amount of \$800.00, made to the fire department, and to adjust the fire donation account #213-2100-5815 in the same amount.

Background Information: The Minnesota Jaycees Charitable Foundation has made this donation to be used towards fire department needs.

Financial Impact: Increase the fire donation account by \$800.00

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: Resolution
Mayor Thank You Letter

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 09- -24

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
DONATIONS TO THE HASTINGS FIRE DEPARTMENT**

WHEREAS, the Minnesota Jaycees Charitable Foundation made a donation to be designated to the fire department; and

WHEREAS, the City Council is appreciative of the donation and commends the Minnesota Jaycees Charitable Foundation for their civic efforts,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; That the donation is accepted and acknowledged with gratitude; and

Adopted this 16th day of September, 2024.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: September 10, 2024

Item: Accept Donation

Council Action Requested:

Accept Donation of two flashlights, estimated value \$200.00, from Delta Industrial Service and Supply/Fire and Safety

Background Information:

Delta Industrial Service and Supply/Fire and Safety donated two flashlights with an estimated value of \$200.00 to the department.

Financial Impact: None

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: N/A

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 09- -24

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
DONATIONS TO THE HASTINGS FIRE DEPARTMENT**

WHEREAS, Delta Industrial Service and Supply/Fire and Safety company made a donation to be designated to the fire department; and

WHEREAS, the City Council is appreciative of the donation and commends Delta Industrial Service and Supply/Fire and Safety company for their civic efforts,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; That the donation is accepted and acknowledged with gratitude; and

Adopted this 16th day of September, 2024.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: September 16, 2024
Item: 1st Reading: Amend City Code Chapter 50.05 – On-Site Sewer Requirements

Council Action Requested:

Consider 1st Reading of the attached amendment to Hastings City Code Chapter 50.05 – On-Site Sewer Requirements. The amendment transfers licensing and permitting authority for SSTS' - subsurface sewage treatment systems (also referred to as septic systems) to Dakota and Washington County. Upon consideration by the Council, 2nd Reading and Final Adoption would be scheduled for the October 7th City Council Meeting. A simple majority is necessary for action.

Background

On April 1, 2024 the City Council authorized submittal of a request to the respective counties to provide SSTS permitting and licensing. Both Dakota and Washington County have agreed to provide services.

The vast majority of homes and businesses within the City are connected to the municipal sewer system; however, there are approximately 30 homes where sanitary sewer service is not available. The City currently provides, inspection, permitting, and licensing services for SSTS' requiring certain certification through the State of Minnesota. The City no longer has an individual who is SSTS certified and seeks to transfer authority to the respective counties in which staff does have training and where SSTS inspection is much more common.

Council Committee Review

N/A

Advisory Commission Review

N/A

Attachment

- Ordinance Amendment
- Existing Ordinance

ORDINANCE NO. _____

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING
HASTINGS CITY CODE CHAPTER 50.05 REGARDING ON-SITE SEWER
REQUIREMENTS – SEPTIC SYSTEMS**

The City Council of the City of Hastings, Dakota and Washington Counties, Minnesota, does hereby ordain as follows:

SECTION 1. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 50.05, on-site sewer requirements (septic systems) shall be deleted in its entirety and replaced as follows

50.05 On-Site Sewer Requirements

- A. *Adoption Of Subsurface Sewage Treatment Systems (SSTS).* Standards for the installation and repair of individual on-site sewer systems are established by Minnesota Administrative Rules, Chapters 7080-7083, Dakota County Ordinance No. 113, and Washington County Ordinance No. 206. Commonly referred to as the Subsurface Sewage Treatment Systems (SSTS) Program, or Septic Systems the above rules and ordinances are hereby adopted by reference as though set forth verbatim herein.
- B. *Permit Required by Respective County.* No person shall install, repair, alter, or pump a SSTS without first obtaining a permit from the respective county in which the SSTS is located.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

The text amendment adopted by the Hastings City Council on October 7, 2024 amends the City Ordinance to clarify transfer permitting authority for on-site sewer systems (septic systems) from the City to the respective County.

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

Passed this 7th day of October, 2024

Mary D. Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk

Published in the Hastings Journal on October 10th and 17th, 2024.

EXISTING ORDINANCE

50.05 On-Site Sewer Requirements

1. *Adoption Of Subsurface Sewage Treatment Systems (SSTS)*. Standards for the installation and repair of individual on-site sewer systems are established by the Minnesota Pollution Control Agency. Commonly referred to as the Subsurface Sewage Treatment Systems Program – Chapters 7080 – 7083, published by the Minnesota Pollution Control Agency, these standards along with Dakota County Ordinance No. 113 are hereby adopted by reference as though set forth verbatim herein. The stricter provisions of Dakota County Ordinance No. 113 shall apply.
2. *Permit Required*. No person shall install, repair, alter, or pump an on-site sewer system without first obtaining a permit as provided herein. Applications, provided by the City, must be completed in writing prior to issuance of a permit. Permit fees shall be as provided in this code.
3. *SSTS License required*. Installation and repair of on-site sewer systems requires licensing by the respective county jurisdiction. Persons applying for a permit for installation or repair of an on-site sewer system must provide evidence of licensure with Dakota County if the property where work will be performed is in Dakota County or licensure with Washington County if the property where work will be performed is in Washington County. All design, installation, alteration, repair, maintenance, operation, pumping, and inspection activities for SSTS located in Hastings must be completed by a business licensed by the MPCA under Minnesota Rules Chapters 7080-7083.
4. *Required Conditions*.
 1. Soil percolation tests must be completed by an independent party and must be favorable for the operation of an on-site sewer system before a permit will be issued.
 2. Installations, alterations, repairs, and maintenance shall be performed in accordance with MPCA Rules Chapter 7080-7083.
 3. No private on-site sewer system shall be permitted without approval by the City Council. City Council may deny approval of an on-site sewer on property situated within the Municipal Urban Service Area (MUSA) due to the pending availability of City sanitary sewer service.

(Prior Code, § 4.12) Penalty, see § 10.99

HISTORY

Amended by Ord. [2012-14, 3rd Series](#) on 10/15/2012

Request For Payment

Date: 8/31/2024

Project: 2024 Neighborhood Infrastructure Improvements

Contractor: A-1 Excavating LLC

Request Number: 3

Payment Period: 8/1/2024 - 8/31/2024

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Periods		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #3 Quantity	Amount
1	MOBILIZATION	LS	1	\$ 131,050.00	\$ 131,050.00	0.9	\$ 117,945.00	0.5	\$ 65,525.00	0.4	\$ 52,420.00
2	CLEARING	TREE	16	\$ 1,000.00	\$ 16,000.00	17	\$ 17,000.00	17.0	\$ 17,000.00		\$ -
3	GRUBBING	TREE	20	\$ 200.00	\$ 4,000.00	20	\$ 4,000.00	20.0	\$ 4,000.00		\$ -
4	REMOVE EXISTING GATE VALVE	EA	9	\$ 150.00	\$ 1,350.00	3	\$ 450.00	3.0	\$ 450.00		\$ -
5	REMOVE EXISTING HYDRANT & GATE VALVE	EA	7	\$ 350.00	\$ 2,450.00	2	\$ 700.00	2.0	\$ 700.00		\$ -
6	REMOVE EXISTING STORM SEWER STRUCTURE (ALL DEPTHS & SIZES)	EA	39	\$ 450.00	\$ 17,550.00	34	\$ 15,300.00	13.0	\$ 5,850.00	21	\$ 9,450.00
7	REMOVE EXISTING SANITARY MANHOLE	EA	13	\$ 550.00	\$ 7,150.00	5	\$ 2,750.00	4.0	\$ 2,200.00	1	\$ 550.00
8	REMOVE EXISTING CONCRETE PEDESTRIAN RAMP	EA	5	\$ 300.00	\$ 1,500.00		\$ -		\$ -		\$ -
9	SALVAGE AND REINSTALL MAILBOX	EA	70	\$ 225.00	\$ 15,750.00		\$ -		\$ -		\$ -
10	SAWCUT EXISTING BITUMINOUS PAVEMENT	LF	443	\$ 3.00	\$ 1,329.00		\$ -		\$ -		\$ -
11	SAWCUT EXISTING CONCRETE PAVEMENT	LF	25	\$ 8.00	\$ 200.00		\$ -		\$ -		\$ -
12	REMOVE CONCRETE CURB & GUTTER	LF	7275	\$ 3.00	\$ 21,825.00	3900	\$ 11,700.00	3900.0	\$ 11,700.00		\$ -
13	REMOVE EXISTING STORM SEWER PIPE (ALL DEPTHS & SIZES)	LF	832	\$ 15.00	\$ 12,480.00	100	\$ 1,500.00		\$ -	100	\$ 1,500.00
14	REMOVE CONCRETE SIDEWALK	SY	39	\$ 10.00	\$ 390.00	13	\$ 130.00	13.0	\$ 130.00		\$ -
15	REMOVE CONCRETE DRIVEWAY	SY	2650	\$ 6.30	\$ 16,695.00	210	\$ 1,323.00	210.0	\$ 1,323.00		\$ -
16	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	300	\$ 3.00	\$ 900.00	42	\$ 126.00	42.0	\$ 126.00		\$ -
17	REMOVE BITUMINOUS PAVEMENT	SY	14850	\$ 3.00	\$ 44,550.00	10850	\$ 32,550.00	8750.0	\$ 26,250.00	2100	\$ 6,300.00
18	SALVAGE AND REINSTALL SEGMENTAL BLOCK RETAINING WALL	SF	90	\$ 50.00	\$ 4,500.00		\$ -		\$ -		\$ -
19	SALVAGE AND REINSTALL DRIVEWAY PAVERS	SF	25	\$ 80.00	\$ 2,000.00		\$ -		\$ -		\$ -
20	SUBGRADE PREPARATION OF RECLAIMED SURFACE	SY	16800	\$ 1.50	\$ 25,200.00	16800	\$ 25,200.00	10300.0	\$ 15,450.00	6500	\$ 9,750.00
21	COMMON EXCAVATION (EV)	CY	2910	\$ 15.00	\$ 43,650.00	1810	\$ 27,150.00	375.0	\$ 5,625.00	1435	\$ 21,525.00
22	COMMON EXCAVATION TRAIL (EV)	CY	500	\$ 20.00	\$ 10,000.00	500	\$ 10,000.00	500.0	\$ 10,000.00		\$ -
23	HAUL EXCESS RECLAIM MATERIAL (LV)	CY	1401	\$ 10.00	\$ 14,010.00	1401	\$ 14,010.00	1291.0	\$ 12,910.00	110	\$ 1,100.00
24	SUBGRADE CORRECTION (EV)	CY	1200	\$ 7.00	\$ 8,400.00	302	\$ 2,114.00	50.0	\$ 350.00	252	\$ 1,764.00
25	SALVAGE AND PLACE RECLAIMED BASE MATERIAL (CV)	CY	900	\$ 10.00	\$ 9,000.00	370	\$ 3,700.00	185.0	\$ 1,850.00	185	\$ 1,850.00
26	CRUSHED ROCK BORROW MATERIAL (LV)	CY	1200	\$ 1.00	\$ 1,200.00		\$ -		\$ -		\$ -
27	GRANULAR PIPE BEDDING (LV)	CY	50	\$ 30.00	\$ 1,500.00		\$ -		\$ -		\$ -
28	SALVAGE AGGREGATE FROM STOCKPILE (MILLINGS)	CY	50	\$ 18.00	\$ 900.00		\$ -		\$ -		\$ -
29	AGGREGATE BASE CLASS 5 (STREET)	TON	5040	\$ 18.00	\$ 90,720.00	4442	\$ 79,956.00	825.0	\$ 14,850.00	3617	\$ 65,106.00
30	AGGREGATE BASE CLASS 5 (TRAIL OR WALK)	TON	650	\$ 24.00	\$ 15,600.00	850	\$ 20,400.00	995.0	\$ 23,880.00	-145	\$ (3,480.00)
31	JOINT ADHESIVE	LF	15931	\$ 0.60	\$ 9,558.60		\$ -		\$ -		\$ -
32	FULL DEPTH PAVEMENT RECLAMATION - 8-10 INCHES	SY	16800	\$ 0.50	\$ 8,400.00	16800	\$ 8,400.00	16800.0	\$ 8,400.00		\$ -
33	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3743	\$ 1.00	\$ 3,743.00	140	\$ 140.00	85.0	\$ 85.00	55	\$ 55.00
34	TYPE SP 12.5 WEARING COURSE MIX (2,B) 3.0" THICK (DRIVEWAYS)	SY	350	\$ 42.00	\$ 14,700.00	42	\$ 1,764.00	9.0	\$ 378.00	33	\$ 1,386.00
35	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	3506	\$ 75.25	\$ 263,826.50		\$ -		\$ -		\$ -
36	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	3506	\$ 75.25	\$ 263,826.50	2066	\$ 155,466.50	1379.0	\$ 103,769.75	687	\$ 51,696.75
37	TYPE SP 12.5 WEARING COURSE MIX (3,B) (TRAIL)	TON	350	\$ 91.00	\$ 31,850.00	302	\$ 27,482.00		\$ -	302	\$ 27,482.00
38	BITUMINOUS INCENTIVE/DISINCENTIVE	LS	1	\$ 8,500.00	\$ 8,500.00		\$ -		\$ -		\$ -
39	12" HDPE DUAL WALL CORRUGATED PIPE CULVERT	LF	20	\$ 48.00	\$ 960.00		\$ -		\$ -		\$ -
40	12" RCP DES 3006 CL III	LF	23	\$ 76.00	\$ 1,748.00	31	\$ 2,356.00	31.0	\$ 2,356.00		\$ -
41	15" RCP DES 3006 CL III	LF	530	\$ 66.00	\$ 34,980.00	304	\$ 20,064.00	15.0	\$ 990.00	289	\$ 19,074.00
42	18" RCP DES 3006 CL III	LF	463	\$ 68.00	\$ 31,484.00	340	\$ 23,120.00	32.0	\$ 2,176.00	308	\$ 20,944.00
43	21" RCP DES 3006 CL III	LF	52	\$ 95.00	\$ 4,940.00	46	\$ 4,370.00	14.0	\$ 1,330.00	32	\$ 3,040.00
44	36" RCP DES 3006 CL III	LF	486	\$ 150.00	\$ 72,900.00	487	\$ 73,050.00		\$ -	487	\$ 73,050.00
45	CONNECT TO EXISTING STORM SEWER	EA	33	\$ 1,000.00	\$ 33,000.00	31	\$ 31,000.00	25.0	\$ 25,000.00	6	\$ 6,000.00
46	CONST DRAINAGE STRUCTURE 24" X 36"	EA	13	\$ 3,790.00	\$ 49,270.00	12	\$ 45,480.00	2.0	\$ 7,580.00	10	\$ 37,900.00

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Periods		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #3 Quantity	Amount
47	CONST DRAINAGE STRUCTURE 4020 48" DIA	EA	11	\$ 4,180.00	\$ 45,980.00	9	\$ 37,620.00	8	\$ 33,440.00	1	\$ 4,180.00
48	CONST DRAINAGE STRUCTURE 4020 60" DIA	EA	9	\$ 5,930.00	\$ 53,370.00	8	\$ 47,440.00	5	\$ 29,650.00	3	\$ 17,790.00
49	CONST DRAINAGE STRUCTURE 4020 72" DIA	EA	2	\$ 8,440.00	\$ 16,880.00	2	\$ 16,880.00		\$ -	2	\$ 16,880.00
50	CONST DRAINAGE STRUCTURE 4020 84" DIA	EA	2	\$ 12,210.00	\$ 24,420.00	2	\$ 24,420.00		\$ -	2	\$ 24,420.00
51	REPLACE EXISTING STORM SEWER CASTING SPECIAL	EA	7	\$ 1,255.00	\$ 8,785.00		\$ -		\$ -		\$ -
52	ADJUST FRAME RING AND CASTING (SPECIAL)	EA	19	\$ 735.00	\$ 13,965.00		\$ -		\$ -		\$ -
53	GEOTEXTILE FILTER MATERIAL TYPE IV	SY	50	\$ 4.00	\$ 200.00		\$ -		\$ -		\$ -
54	4" CONCRETE SIDEWALK	SF	225	\$ 9.00	\$ 2,025.00	115	\$ 1,035.00	115	\$ 1,035.00		\$ -
55	B618 CONCRETE CURB & GUTTER	LF	7290	\$ 16.30	\$ 118,827.00		\$ -		\$ -		\$ -
56	REMOVE & REPLACE EXISTING CURB & GUTTER (ALL TYPES & SIZES)	LF	1760	\$ 37.30	\$ 65,648.00	2175	\$ 81,127.50	2175	\$ 81,127.50		\$ -
57	6" CONCRETE DRIVEWAY PAVEMENT	SY	2800	\$ 73.80	\$ 206,640.00	210	\$ 15,498.00	210	\$ 15,498.00		\$ -
58	CONCRETE PEDESTRIAN RAMP	EA	8	\$ 1,440.00	\$ 11,520.00	3	\$ 4,320.00	3	\$ 4,320.00		\$ -
59	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	0.75	\$ 7,500.00	0.50	\$ 5,000.00	0.25	\$ 2,500.00
60	ROCK CONSTRUCTION EXIT	EA	6	\$ 100.00	\$ 600.00		\$ -		\$ -		\$ -
61	STORM DRAIN INLET PROTECTION	EA	46	\$ 140.00	\$ 6,440.00	36	\$ 5,040.00	36	\$ 5,040.00		\$ -
62	SILT FENCE, TYPE MS	LF	750	\$ 4.00	\$ 3,000.00	552	\$ 2,208.00	552	\$ 2,208.00		\$ -
63	EROSION & SEDIMENT CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00	0.75	\$ 750.00	0.50	\$ 500.00	0.25	\$ 250.00
64	LOAM TOPSOIL BORROW (LV)	CY	1320	\$ 1.00	\$ 1,320.00		\$ -		\$ -		\$ -
65	EROSION CONTROL BLANKETS CATEGORY 4	SY	50	\$ 12.00	\$ 600.00		\$ -		\$ -		\$ -
66	SEEDING, BLOWN COMPOST	SY	14500	\$ 5.00	\$ 72,500.00		\$ -		\$ -		\$ -
67	TEMPORARY BYPASS PUMPING	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	1	\$ 4,000.00		\$ -
68	CONNECT TO EXISTING SANITARY SEWER	EA	4	\$ 1,600.00	\$ 6,400.00	4	\$ 6,400.00	3	\$ 4,800.00	1	\$ 1,600.00
69	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	62	\$ 100.00	\$ 6,200.00	29	\$ 2,900.00	15	\$ 1,500.00	14	\$ 1,400.00
70	4" ON 8" PVC WYE	EA	62	\$ 250.00	\$ 15,500.00	29	\$ 7,250.00	15	\$ 3,750.00	14	\$ 3,500.00
71	4" PVC SDR 26 (FOR SERVICES)	LF	2050	\$ 33.00	\$ 67,650.00	842	\$ 27,786.00	392	\$ 12,936.00	450	\$ 14,850.00
72	8" PVC SDR 35	LF	2935	\$ 45.00	\$ 132,075.00	1504	\$ 67,680.00	922	\$ 41,490.00	582	\$ 26,190.00
73	TELEWISE SANITARY SEWER	LF	2935	\$ 1.20	\$ 3,522.00		\$ -		\$ -		\$ -
74	REPLACE EXISTING SANITARY SEWER CASTING	EA	9	\$ 1,255.00	\$ 11,295.00		\$ -		\$ -		\$ -
75	48" DIA. SSMH	EA	14	\$ 5,695.00	\$ 79,730.00	7	\$ 39,865.00	4	\$ 22,780.00	3	\$ 17,085.00
76	EXTRA DEPTH MH 10"+	LF	20.2	\$ 345.00	\$ 6,969.00	10	\$ 3,450.00	8	\$ 2,760.00	2	\$ 690.00
77	CONNECT TO EXISTING WATERMAIN	EA	6	\$ 2,000.00	\$ 12,000.00	5	\$ 10,000.00	2	\$ 4,000.00	3	\$ 6,000.00
78	CONNECT TO EXISTING WATER SERVICE	EA	64	\$ 100.00	\$ 6,400.00	31	\$ 3,100.00	17	\$ 1,700.00	14	\$ 1,400.00
79	1" CORP STOP	EA	64	\$ 310.00	\$ 19,840.00	31	\$ 9,610.00	17	\$ 5,270.00	14	\$ 4,340.00
80	1" CURB STOP AND BOX	EA	64	\$ 515.00	\$ 32,960.00	31	\$ 15,965.00	17	\$ 8,755.00	14	\$ 7,210.00
81	HYDRANT 7.5' BURY W/GATE VALVE	EA	7	\$ 8,490.00	\$ 59,430.00	5	\$ 42,450.00	1	\$ 8,490.00	4	\$ 33,960.00
82	REPLACE EXISTING GATE VALVE BOX	EA	10	\$ 800.00	\$ 8,000.00	12	\$ 9,600.00	12	\$ 9,600.00		\$ -
83	CURB STOP COVER CASTING	EA	8	\$ 200.00	\$ 1,600.00	7	\$ 1,400.00	7	\$ 1,400.00		\$ -
84	ADJUST GATE VALVE SPECIAL - BOLT REPLACEMENT	EA	20	\$ 800.00	\$ 16,000.00	13	\$ 10,400.00	12	\$ 9,600.00	1	\$ 800.00
85	6" GATE VALVE & BOX	EA	10	\$ 2,265.00	\$ 22,650.00	9	\$ 20,385.00	5	\$ 11,325.00	4	\$ 9,060.00
86	CURB STOP BOX REPAIR/EXTENSION	EA	3	\$ 200.00	\$ 600.00		\$ -		\$ -		\$ -
87	CONSTRUCT TEMPORARY WATERMAIN & SERVICES	LF	7500	\$ 1.00	\$ 7,500.00	6024	\$ 6,024.00	2278	\$ 2,278.00	3746	\$ 3,746.00
88	CURB STOP EXTRA DEPTH	LF	15	\$ 60.00	\$ 900.00		\$ -		\$ -		\$ -
89	1" TYPE K COPPER W/FITTINGS	LF	1800	\$ 39.00	\$ 70,200.00	904	\$ 35,256.00	486	\$ 18,954.00	418	\$ 16,302.00
90	6" C-900 PVC W/FITTINGS	LF	3605	\$ 49.00	\$ 176,645.00	2500	\$ 122,500.00	967	\$ 47,383.00	1533	\$ 75,117.00
91	6" DIP W/FITTINGS	LF	100	\$ 77.00	\$ 7,700.00	70	\$ 5,390.00	14	\$ 1,078.00	56	\$ 4,312.00
92	2" INSULATION 4'X8' SHEET	SY	60	\$ 40.00	\$ 2,400.00	28	\$ 1,120.00		\$ -	28	\$ 1,120.00
SUBTOTALS:			\$ 2,797,421.60			\$1,477,066.00		\$773,901.25		\$703,164.75	
			ORIGINAL BID			TOTAL TO DATE		PREVIOUS PERIODS		CURRENT PERIOD	

PROJECTS:

2024-1 Neighborhood Infrastructure Improvements

This Period	Total to Date
\$703,164.75	\$1,477,066.00

CITY OF HASTINGS
2024 Neighborhood Infrastructure Improvements
Payment Summary

Pay Estimate Number	Period	Pay Period Total	Retainage	Payment
1	6/1/2024 - 6/30/2024	\$211,300.00	\$10,565.00	\$200,735.00
2	7/1/2024 - 7/31/2024	\$562,601.25	\$28,130.06	\$534,471.19
3 (Current)	8/1/2024 - 8/31/2024	\$703,164.75	\$35,158.24	\$668,006.51
TOTALS TO DATE:		\$1,477,066.00	\$73,853.30	\$1,403,212.70

Total Completed to Date:	\$1,477,066.00
Less Retainage:	\$73,853.30
Less Previous Payment:	\$735,206.19
Total Amount Due:	\$ 668,006.51

Application for Payment Number: 3

Contractor: A-1 Excavating LLC



Contractor

9-3-24
Date



Engineer

9/3/2024
Date

Approved by Owner

Date



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Kelly Murtaugh, Assistant City Administrator
Date: September 16, 2024
Item: Special City Council Meeting to Canvass 2024 General Election Results

Council Action Requested:

Schedule a special City Council meeting for Tuesday, November 12, 2024 for the purpose of canvassing the local results of the General Election.

Background Information:

By statute, the City Council must canvass the local results of the General Election within three to ten days of the Election. At the November 12th meeting, the results for the races of Ward Councilmembers will be canvassed. A quorum is needed at the meeting. The meeting will be held at 4:30 p.m. in City Hall.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

N/A



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: September 16, 2024
Item: Prosecuting Attorney

Council Actions Requested:

Approve amended Agreement for Legal Services between City of Hastings and Campbell Knutson, PA.

Background Information:

The City hired Campbell Knutson, PA for prosecution services starting in March 2021. Hourly rates (\$120/hour for attorney and \$90/hour for legal assistant) have not changed since then; although, the overall billed amount has decreased by about \$36K per year due to in part to new prosecution software efficiencies.

The amended agreement would increase hourly rates to \$136/hour for attorney at \$98/hour for legal assistant, effective January 2025. Additionally, it includes an automatic 3% increase for subsequent years, which can be opened for negotiation by either party.

Hastings Police Department has been very pleased with this professional relationship.

Financial Impact:

Estimated \$14,000, included in proposed 2025 budget.

Committee Discussion:

N/A

Attachments:

Agreement for Professional Services Between the City of Hastings and Campbell Knutson, Professional Association.

**AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF HASTINGS AND
CAMPBELL KNUTSON, *Professional Association***

THIS AGREEMENT, effective _____, 2024, is by and between the **CITY OF HASTINGS**, a Minnesota municipal corporation ("City") and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform Prosecution Services for the City, as more fully described in the scope of services attached as Exhibit A.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. TERM.

A. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by resolution of the City Council.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City sixty (60) days written notice before the termination becomes effective.

3. COMPENSATION.

A. *Prosecution Services*: Legal fees for Prosecution Services will be billed monthly at the following Hourly Rates:

- ▶ Calendar Year 2025:
 - ❖ Attorneys \$ 136.00
 - ❖ Legal Assistants/Law Clerks \$ 98.00

- ▶ Calendar Year 2026 and subsequent years: The Hourly Rates in Section 3.A. and Section 3.B. of the previous year will be increased by three percent (3%). Either party may initiate an upward or downward departure to be mutually agreed upon by September 1st of that year. The adjusted Hourly Rates will be rounded to the nearest cent (\$0.01).

B. *Additional Prosecution Related Services:* Legal Fees for Additional Prosecution Related Services are not included in Prosecution Services, and will only be furnished at the specific request of the City. The following are Additional Prosecution Related Services:

- (1) Criminal appeals whether initiated by the State or the Defendant.
- (2) Criminal records expungements.
- (3) Matters relating to the Police Department’s issuance of firearms permits.
- (4) Administrative citations or prosecution of zoning or other ordinance violations initiated by any City department other than the Police Department.
- (5) Forfeitures - For vehicle forfeiture matters, Attorney shall bill the City and be compensated at the hourly rates set forth in Section 3.A above.
- (6) Dangerous or potentially dangerous dog administrative or criminal proceedings.

Legal fees for Additional Prosecution Related Services will be billed monthly at the following hourly rates:

- ❖ Attorneys \$ 176.00
- ❖ Legal Assistants/Law Clerks \$ 118.00

C. *Monthly Statements:* Attorney will send City a detailed monthly billing statement of the actual hours incurred in providing Prosecution Services and Additional Prosecution Related Services. The minimum billing increment is .2 hour.

D. *Costs:* Out-of-pocket costs without mark-up include:

- ❖ Lexis research (only if used for Hastings matters)
- ❖ photocopies at 20¢ per page
- ❖ color photocopies at 40¢ per page

- ❖ postage of 50¢ or more
- ❖ court related costs (court filing fees, expert witnesses (with prior consent of City), subpoenas, service of process, court reporter fees)
- ❖ conflict attorneys' fees and costs

E. *Payments:* Payments for legal services provided the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

4. **INSURANCE.** The Attorney will purchase and maintain sufficient insurance to protect Attorney against claims for legal malpractice.

5. **MISCELLANEOUS.**

A. *Annual Presentation to the City Council.* Upon request of the City, the Attorney will provide the City Council with an annual presentation on prosecution activity and updates. The Attorney will provide other reports upon request.

B. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

C. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Hastings City Council.

D. *Effective Date.* This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Hastings City Council.

*Remainder of page intentionally left blank.
Signature page follows.*

Dated: _____, 2024.

CITY OF HASTINGS

By: _____
Mary Fasbender, Mayor

And: _____
Dan Wietecha, City Administrator

Dated: _____, 2024.

CAMPBELL KNUTSON
Professional Association

By: _____
Andrea McDowell Poehler, President

**EXHIBIT A
TO
AGREEMENT FOR LEGAL SERVICES**

SCOPE OF PROSECUTION SERVICES

The Campbell Knutson prosecution team has a recognized excellence in delivering high quality prosecution services. Our prosecution team will provide Hastings with the following:

General Criminal Prosecution. Campbell Knutson's prosecution team will handle Hastings' non-felony cases from start to finish. This includes reviewing for charging, drafting formal complaints, all discovery, any pretrial motions, preparation of all notices as required by the Minnesota Rules of Criminal Procedure, all pretrial hearings, and any jury or court trial. We will handle any case initiated by the Hastings Police Department, the Dakota County Sheriff's Office, the Minnesota State Patrol, the Department of Natural Resources, or any other law enforcement agency for offenses occurring within the City of Hastings.

Briefings/Officer Training/Ride-Alongs. Our representation will include our attorneys regularly attending roll-call briefings with officers, if requested. We provide Post Board certified quarterly training geared towards new officers but open to all officers. Due to the strong rapport we develop with officers, we are able to educate, inform, and mentor officers, and on occasion offer coaching, especially to new officers, to improve their performance and enhance public safety. Our prosecutors regularly participate in ride-alongs with officers to help understand our client's culture and practices, to gain insight into local and distinctive patrol procedures, and to increase communication with the officers.

Legislative/Case Law Updates. We are committed to providing timely updates to our clients about the important state and federal changes that impact the criminal law and the provision of day-to-day police services, whether the changes arise from new legislation, executive mandates, or judicial decisions. We provide an annual Minnesota Criminal Law Legislative Update.

Availability/Response Time. We take extreme pride in client service. Command staff and officers are always able to reach us, day or night. Communication is the touchstone of a strong relationship. Our prosecutors' cell phone numbers are distributed to all staff. Officers routinely call our prosecutors after normal business hours with questions in the field, and on weekends particularly with respect to the 48-hour hold rule. We are available 24/7 to serve the City's needs.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: September 16, 2024
Item: Joint Powers Agreement

Council Action Requested: Approve JPA with Dakota County

Background Information: A segment of the Mississippi River bank along the Mississippi River Greenway Trail has eroded to such a degree that riverbank repairs are necessary. This project has already been approved and a contract awarded to complete the repairs.

Dakota County has agreed to participate in a cost share to help fund this repair along the Mississippi River Greenway Trail at 40% of the total cost.

Staff recommend approval of the attached JPA.

Financial Impact: Total project cost \$76,815.00, Dakota County's 40% = \$30,726.00 and the City's 60% = \$46,089.00.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- JPA
- County Resolution 24-413

JOINT POWERS AGREEMENT BETWEEN THE CITY OF HASTINGS AND DAKOTA COUNTY FOR COST SHARING OF MISSISSIPPI RIVERBANK EROSION REPAIR PROJECT

This Joint Powers Agreement (“Agreement”) is entered into by and between the City of Hastings, a Minnesota municipal corporation, hereinafter referred to as “City”, and Dakota County, a political subdivision of the State of Minnesota, hereinafter referred to as “County” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, Minnesota Statutes, Section 471.59 authorizes local governmental units to jointly and cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City and County have identified Mississippi riverbank erosion repair that is needed adjacent to the Mississippi River Greenway; and

WHEREAS, the City and County have agreed to partner on the Mississippi riverbank erosion repair operations; and

WHEREAS, the City has completed a riverbank erosion repair engineering plan with Barr Engineering; and

WHEREAS, the City will lead the construction project, including management of the consulting engineering firm managing the construction contractor; and

WHEREAS, on July 23, 2024, the City received bids for the erosion repair project with Fitzgerald Excavating & Trucking, Inc. submitting a bid of \$49,515.00 and being awarded the project by the Hastings City Council on August 5, 2024; and

WHEREAS, the total project cost consists of the erosion repair costs of \$49,515.00 and design and engineering costs of \$27,300.00, for a total of \$76,815.00; and

WHEREAS, because the Mississippi River Greenway is part of the County’s Regional Trail System, the County shall contribute forty percent (40%) of the total cost of the project, with the City contributing the remaining sixty percent (60%).

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

1. **Purpose.** The purpose of this Agreement is to provide cooperation and funding by the County to the City for design, engineering, permitting, construction and construction administration costs of the Mississippi River Greenway erosion repair project (“Project”) and to define the responsibilities and obligations of the Parties for cost contribution and Project management. All funds provided by the County are to be used by the City solely for this purpose. The City

shall use funds pursuant to this Agreement exclusively for the payment of actual design, engineering, permitting, construction costs and management of the Project as provided in this Agreement. The areas of construction are depicted in Exhibits 1 and 2.

2. **Parties.** The Parties to this Agreement are the City and County. County is acting by and through its Parks Department.
3. **Term.** This Agreement shall be effective on the date of the signature (“Effective Date”) of the last party to sign this Agreement and terminates on December 31, 2025, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.
4. **Cooperation.** The Parties agree to cooperate and use reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
5. **County’s Payment Obligation.**
 - A. Contribution Amount. The County shall provide forty percent (40%) of the total cost of the Project for a contribution of Thirty Thousand Seven Hundred Twenty-Six Dollars and 00/100 (\$30,726.00) for the Project, unless agreed in writing by the County’s Authorized Representative and the City Council.
 - B. Reimbursement by County. After this Agreement has been executed by both Parties, the City may claim reimbursement for costs in accordance with the Agreement.
 - i. The County will reimburse the City within forty-five (45) calendar days of the City’s submission of invoices for actual design, engineering, permitting, construction and management costs to the County. Invoices must be submitted in the form acceptable to the City. All requests for reimbursement must be submitted by December 31, 2025. The City must certify that the requested reimbursements are accurate, appropriate and that such expenditures have not been otherwise reimbursed. If the invoice is incorrect, defective, or otherwise improper, the County will notify the City within ten (10) calendar days of receiving the incorrect invoice. Upon receiving the corrected invoice from the City, the County will make payment within forty-five (45) calendar days.
 - ii. Right to Refuse Payment. The County may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
 - iii. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost, scope or cost participation must be approved by the Authorized Representative of both Parties prior to execution of any work.

Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay the repair operations of the Project.

6. City's Obligations.

- A. Contribution Amount. The City shall provide sixty percent (60%) of the total cost of the Project for a contribution of Forty-Eight Thousand Eighty-Nine Dollars and 00/100 (\$48,089.00) for the Project, unless agreed in writing by the County's Authorized Representative and the City Council.
- B. Construction and Repair. The City, or its agents or contractors, shall reconstruct, improve, and repair the portion of the Mississippi riverbank further identified and described in Exhibits 1 and 2. The City will lead the construction and repair work, utilizing a contractor and shall be responsible for awarding contracts for the needed repairs for the Project. The City will also provide project design and management. The completed project shall be reviewed and approved by the County and City.
- C. Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices, and presentations concerning the Project. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, reports, publications, notices, and presentations concerning the Project.
- D. Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the construction and repair activities of the work anticipated by this Project. The City or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- i. Use of Contractors. The City may engage contractors to perform activities funded pursuant to this Agreement. However, the City retains primary responsibility for performance of the construction and repair activities of the Project and the use of such contractors does not relieve the City from any of its obligations under this Agreement. If the City engages any contractors to perform any part of the Project, the City agrees that the contract for such services, labor, or materials shall include the following provisions:
 - ii. The contractor must maintain all records and provide all reporting as required by this Agreement.
 - iii. The contractor must defend, indemnify, and hold harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused by any intentional or negligent act or omission of the contractor, including negligent acts

or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

- iv. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in this Agreement and provide to the City prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
- v. The contractor must be an independent contractor for the purposes of completing the contracted work.
- vi. The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor, but that the County is a third-party beneficiary of the contract.
- vii. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- viii. City Responsible for Project Delivery. The City will be responsible for management and inspection of the work done on the Project assuring it is in accordance with State laws and meets approved construction and repair standards. The County will have no actual or implied legal responsibility to the City relating to the above obligations and responsibilities of the Project.

7. Indemnification and Insurance.

- A. Each party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute, Chapter 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third-party liability claim arising from the work of the Project, City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes, Section 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds. City agrees to promptly provide County copies of any insurance policy related to this Agreement upon the County's request.

- B. Notwithstanding anything herein to the contrary, to the greatest extent allowed by law, the County shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (e.g., reasonable attorney fees and costs and expenses), costs, settlement, judgment, demands, damage, lien, debt, liability, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, or disbursement arising from, attributable to, sustained, or incurred by the County, or its officers, agents, and employees, which is attributable to City or its agents, independent contractors, employees, or delegates performance of or failure to perform the City's obligations in under this Agreement. This indemnity provision survives expiration or termination of this Agreement.

8. Reporting, Accounting and Auditing Requirements.

- A. Accounting Records. The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the Parties for a minimum period of six (6) years following the expiration of this Agreement. The Parties agree to promptly provide copies of any accounting records related to this Agreement upon the request of the other party.
- B. Auditing. The Parties shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Parties shall allow the other party, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Parties shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
- C. Data Practices. The Parties agree with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes, Chapter 13, as the same may be amended from time to time.
- D. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

TO THE COUNTY:	Georg Fischer, or successor Physical Development Director 14955 Galaxie Avenue Apple Valley, MN 55124-8579
----------------	---

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

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

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

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

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

9. Termination.

- A. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 8 of this Agreement.
- B. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- C. Discharge of Obligations. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.
- D. Termination by County for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under

this Agreement or any contract or work orders invoices submitted. County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

10. Miscellaneous Provisions.

- A. Modification. Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the Parties' respective Boards, and signed by the Authorized Representatives of the Parties.
- B. Assignment. Neither the County nor City may assign or transfer any rights, duties, interests, or obligations under this Agreement without the prior written consent of the other party.
- C. Choice of Laws. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Dakota County, Minnesota.
- D. Merger. This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- F. Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- G. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the Parties, nor shall either of the Parties be considered or deemed to be an agent, representative or employee of the other party in the performance of this Agreement. Personnel of either of the Parties or other persons while engaging in the performance of this Agreement shall not be considered employees of the other party and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
- H. Interpretation and Construction. It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in

this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

- I. Survivorship. The following provisions under this Agreement shall survive after the termination or expiration of this Agreement: Article 6.2 (Acknowledgement); Article 7 (Indemnification and Insurance); Article 8 (Reporting, Accounting and Auditing); Article 10.3 (Minnesota Law to Govern); Article 10.5 (Severability); Article 10.8 (Interpretation and Construction); and Article 10.9 (Survivorship).

[The remainder of this page is intentionally left blank]

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

DAKOTA COUNTY

APPROVED AS TO FORM:

/s/Tim Sime 9/4/2024
Assistant Dakota County Attorney/Date
KS-24-551

By: _____
George Fischer, Director
Physical Development Division

Date: _____









Dakota County Board Resolution: 24-413

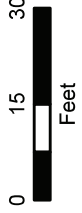
CITY OF HASTINGS

By: _____
Mary Fasbender
Mayor

By: _____
Kelly Murtaugh
City Clerk

Date: _____

-  Project Area
 -  Silt Curtain
 -  Tree/Shrubs
 -  Riprap
 -  Seeding
 -  Existing OHW (682')
- Existing Surface**
-  Index Contour
 -  Intermediate Contour



Imagery: Nearmap, 4/25/2024



Project Impacts
Mississippi Riverbank
Permitting
 City of Hastings
 Dakota County, Minnesota

VIII-08

FIGURE 4



**BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA**

VIII-08

August 13, 2024

Resolution No. 24-413

Motion by Commissioner Workman

Second by Commissioner Halverson

**Authorization To Execute Joint Powers Agreement With City Of Hastings For Mississippi River Greenway
Cost Sharing Of Mississippi Riverbank Repairs**

WHEREAS, the City of Hastings (City) and County staff have identified a riverbank erosion repair needed adjacent to the Mississippi River Greenway; and

WHEREAS, the City and County have agreed to partner on this project with the Greenway and adjacent park and riverbank operations and maintenance overlap between agencies; and

WHEREAS, the City has completed a riverbank erosion repair engineering plan with Barr Engineering; and

WHEREAS, the City will lead the construction project delivery, including management of the consulting engineering firm managing the construction contractor; and

WHEREAS, the total estimated cost of construction and design is estimated to be between \$75,000 and \$100,000; and

WHEREAS, the County would contribute up to 40 percent and the City up to 60 percent of total construction costs; and

WHEREAS, sufficient revenues are available in the Urgent Improvements Projects and Parks Asset Preservation set-asides in the Adopted 2024 Parks Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or their designee, to execute a joint powers agreement with the City of Hastings to fund the Mississippi River Greenway riverbank erosion repairs for the period of August 19, 2024, through December 31, 2025, subject to approval by the County Attorney's Office as to form.

**STATE OF MINNESOTA
County of Dakota**

	YES		NO
Slavik	<u> X </u>	Slavik	_____
Atkins	<u> X </u>	Atkins	_____
Halverson	<u> X </u>	Halverson	_____
Droste	<u> X </u>	Droste	_____
Workman	<u> X </u>	Workman	_____
Holberg	<u> X </u>	Holberg	_____
Hamann-Roland	<u> X </u>	Hamann-Roland	_____

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 13th day of August 2024, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 13th day of August 2024.



Clerk to the Board



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: September 16, 2024
Item: Arts & Culture Commission – 2024 Budget Expenditures

Council Actions Requested:

Informational. No action needed.

Background Information:

1. **Artistry in the Air – \$2,000:** The event "Artistry in the Air" will be held at Vermillion Falls Park on September 28th from 1-3pm. It features three musical groups performing while a group of artists are painting Plein Air.
 - a. Harpist Amy Nam \$200, Nick Fox \$200 and The Roe Family Singers \$500.
 - b. There will be 5 to 11 artists painting and we like to provide a payment of \$50 each for participating in the event. \$250 to \$550 depending on the number of artists that show up.
2. **Indigenous Peoples Day – \$1650:** We would like to collaborate with Hastings Public School for Indigenous Peoples Day on October 14th and hire Native American artist Tara Perron to read her book Takoza: Walks With The Blue Moon Girl to the three elementary schools.
3. **Mural Finalists – \$3,000:** The Commission has advanced three artists to create a final proposal for the Civic Arena Mural. The three finalists are: Kada Creative, Greta McLain, and Lili Lennox. Each will receive a \$1,000 stipend to further refine their concept with detailed renderings and final budget amounts.

Financial Impact:

Estimated \$6,650, included in 2024 budget.

Committee Discussion:

Mural work plan approved by City Council May 20, 2024
Requested by Arts and Culture Commission Sept 11, 2024

Attachments:

9/12/2024 email to mural finalists

Elisabeth Lee

From: Steven Read <stevenjohnread@gmail.com>
Sent: Thursday, September 12, 2024 9:31 AM
To: Elisabeth Lee; Barb Hollenbeck
Subject: Draft email for the 3 moving on, let me know if there needs to be edits
Attachments: fw9 2024.pdf

Congratulations!

The Hastings Arts and Culture Commission is proud to be reaching out to you, to let you know you have been selected to move forward in our selection process. We were all impressed by your history of work and how you use color to create impactful and beautiful work. Below are details about the process going forward. Attached is a W9, please fill it out and return it to us so we can issue you a check for the \$1000 for this set in the process.

Timeline

- Finalists submit full proposals by October 25, 2024
- Selected Artists are notified by **November 15, 2024** (this is a change from the initial call to line up better with the commission's meeting schedule.
- Work must be installed by Nov 1, 2025

Expectations of final proposal

The final proposal must have these two parts, a rendering of the mural with scale and/or showing placement on the side of the building.

A budget breaking down materials, labor and installation. Budget for the project must fall between \$40,000 to \$60,000.

Specific Parameters

- The mural must be rendered onto a material that can be attached to the exterior surface of the building. The building consists of concrete fins that are completely unsuitable for painting, and for clean visual communication.
- Proposed materials must be durable/maintenance free and able to withstand the outdoor location.
- Finished artwork must be permanent and designed to last in the elements.
- Mural should be readable and visible by motor vehicles passing on Hwy 61.
- The design should be suitable/acceptable for public viewing by all ages and can not include any branding.
- The design **MUST** prominently include “**Welcome to Hastings**” of similar message and also include “**Hastings Civic Arena**”
- The system to attach the mural substructure to the wall must be included in final designs.

- The wall on the Hastings Civic Arena is quite large, (dimensions). The mural does not need to encompass the whole wall, but placement of mural on the wall must be taken into consideration within the designs.
- Artist/s will work with City of Hastings staff to ensure adherence to safety codes and engineering requirements.

Selection Criteria

- Design will be evaluated on the following criteria:
- Welcoming nature of the design
- Incorporation of theme,
- Design aesthetic,
- Installation of artwork on the side of the building
- Must be willing to sign an artist project agreement
- The Hastings Arts & Culture Commission will convene to select the proposals and present them to the Parks Department and then to the City Council and Mayor for final approval.

Thank you again for your submission. We are eagerly looking forward to seeing the final proposals. If you have any questions please feel free to reach out!

Best,

The Hastings Arts and Culture Commission



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: September 10, 2024

Item: Declare Surplus Property and Authorize for Public Sale

Council Action Requested:

Declare surplus property and authorize for public sale

Background Information:

The department 1997 Ford F-350 brush Truck VIN 3FTH36F7VMA42751, has been replaced, and is no longer in service. The truck has limited value and will be sold via public auction.

Financial Impact: None

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Council Workshop:

Attachments: N/A



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: September 16, 2024
Item: Impose Sanctions and License Suspension Upon Retail Intoxicating Liquor and Tobacco Licensee, Northern Tier Retail LLC dba Speedway #4486, 1390 S Frontage Rd

Council Action Requested:

Consider the attached resolutions approving civil penalties of the following of Speedway #4486, 1390 S. Frontage Rd:

- Liquor License: \$1,500 fine and 6-day suspension
- Tobacco License: \$1,000 fine and 7-day suspension

Background Information:

On July 22, 2024, the City of Hastings conducted a liquor and tobacco compliance check of Speedway Gas Station at 1390 S. Frontage Road, Hastings, MN 55033. Speedway failed the compliance checks and did not participate in the Best Practices Program.

Pursuant to Section 111.10 of the City Code pertaining to Alcoholic Beverages, the presumptive civil penalties for a second offense, Non-Best Practices Program Business of a \$1,500 fine and a 6-day license suspension to be levied against Speedway Gas Station. The licensee has been advised of the penalties and that it has an opportunity to demand a hearing before the City Council.

Pursuant to Section 112.12 of the City Code and Minnesota Statute 461.12 pertaining to Tobacco Regulations, the presumptive civil penalties for a third offense of a \$1,000 fine and 7-day license suspension to be levied against Speedway Gas Station. The licensee has been advised of the penalties and that it has an opportunity to demand a hearing before the City Council.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Hastings City Code Section 111.10, Suspension or Revocation of License
- Hastings City Code Section 112.12, Hearings and Appeals and Minnesota Statute 461.12, Municipal License of Tobacco, Tobacco-Related Devices, and Similar Products
- Police Report #24-900109
- Resolution Imposing Sanctions Upon Retail Intoxicating Liquor License Holder Speedway Gas Station
- Resolution Imposing Sanctions Upon Tobacco License Holder Speedway Gas Station
- Speedway Letter for the Board

111.10 Suspension Or Revocation Of License

1. *Suspending License.* The City Council may suspend any retail license for up to 60 days or revoke any retail license for the sale of alcoholic beverages upon the violation of any provision or condition of this chapter or of any state or federal law regulating the sale of alcoholic beverages. The City Council shall revoke the license for any willful violation, which under the laws of this state, is grounds for mandatory revocation.
2. *Notice To Suspend.* Before the Council shall suspend or revoke any license issued under this chapter, the licensee shall be given at least 10-days' notice stating the time and place of the hearing and the charges against the licensee. The notice shall also state that the licensee may have a hearing conducted under M.S. §§ 14.57 through 14.69 of the Minnesota Administrative Procedures Act, as they may be amended from time to time.
3. *Presumptive Civil Penalties.* The following process and presumptive penalties shall apply only to liquor license violations involving failure of routine alcohol sales, compliance checks or sales of alcohol to underage persons. There shall be no presumptive penalties for liquor license violations of other types and the City Council may impose any penalties allowed by law for those violations after the notice and opportunity for hearing provided in division (B) above.
 1. *Purpose.* The purpose of this section is to establish a standard by which the City Council determines the length of license suspensions and the propriety of revocations, and shall apply to all on-sale and off-sale licensed premises. These penalties are presumed to be appropriate for every case; however, the Council may deviate in an individual case where the Council finds that there exist substantial reasons making it more appropriate to deviate. When deviating from these standards, the Council shall provide written findings that support the penalty imposed.
 2. *Best Practices Program.* The Best Practices Program (BPP) is a program offered by the City with the intent to eliminate sales of alcohol to youth. Participation in the BPP is voluntary, it is offered to both off-sale and on-sale liquor establishments and offers incentives to participating licensees to undertake certain practices with the objective of avoiding sales to minors. The City will assist participating businesses with training and a different set of presumptive penalties will apply to those who choose to participate, should an illegal sale to a minor occur. Licensees may enroll at any time during their license period, and will be offered an opportunity at the time of annual license renewal. Interested licensees will provide written intent to participate, and will be categorized as a Best Practices Business once they have successfully completed the requirements of the program. It is the licensee's responsibility to ensure continued compliance with the program; the City may conduct random verification checks, and recertification will be required during annual renewal of a liquor license. If a Best Practices Business has two (2) or more violations within a three (3) year period, the City Council may choose to disregard a business' participation in the program and apply penalties different than the BPP presumptive penalties.

	<i>Required Items</i>
	A minimum of 75% of alcohol selling employees (at any one time) have attended alcohol training conducted by Hastings Police Department (or other training pre-approved by the City)
	Business has an internal program in place for providing ongoing training of both new and current alcohol selling employees (copy of program and tracking must be provided)

	Business has an internal policy requiring identification checks for anyone appearing to be 40 years old or under (copy of program and tracking must be provided)
<i>Electives (Must Have 40 Points)</i>	
10	Business has an internal employee reward/recognition program for employees who catch any underage customer attempting to purchase alcohol
10	Businesses uses an automated ID Card Scammer system or
20	Business uses an automated ID card scanner system that is integrated into register system*
10	Business has an internal policy setting a minimum age of 21 for employees to sell alcohol products
10	Business agrees to meet immediately with city staff following a violation (instead of waiting for criminal court proceedings)
	Total electives selected
	* Cannot elect both automated ID systems

3. Underage sales and compliance check failures. The following presumptive penalties apply to liquor license violations involving failure of routine alcohol sales compliance checks or sale of alcoholic beverages to an underage person(s).

<i>Violation</i>	<i>Best Practices Business</i>	<i>Non-Best Practices Business</i>
1st	\$500 civil penalty	\$1,000 civil penalty and 3 day license suspension
2nd (within 24 months of first violation)	\$750 civil penalty and 3 day license suspension	\$1,500 civil penalty and 6 day license suspension
3rd (within 24 months of first violation)	\$1,000 civil penalty and 6 day license suspension	\$2,000 civil penalty and 9 day license suspension
4th (within 24 months of first violation)	Revocation	Revocation
"Best Practices" designation applies to those license holders who at the time of the violation are registered with the city to participate and are in compliance with its alcohol "Best Practices Program".		

- Multiple violations. At a licensee's first appearance before the City Council, the Council shall act upon all of the violations that have been alleged in the notice sent to the licensee. The Council in that case shall consider the presumptive penalty for each violation under the 1st Violation column in division (3) above. The occurrence of multiple violations shall be a basis for deviation from the presumptive penalties in the Council's discretion.
- Subsequent violation. Violations occurring after the notice of hearing has been sent to the licensee, but prior to the hearing, shall be treated as a separate violation and treated as a subsequent violation before the City Council, unless the City Administrator and licensee agree in writing to add the violation to the

appearance and hearing on the initial violation for which notice was sent. The same procedure shall apply to a second, third or fourth violation considered before the Council.

3. Subsequent appearances. Upon a second, third or fourth appearance before the City Council by the same licensee, the Council shall impose the presumptive penalty for the violation or violations giving rise to the subsequent appearance without regard to the particular violation or violations that were the subject of the first or prior appearance. However, the Council may consider the amount of time elapsed between appearances as a basis for deviation from the presumptive penalties imposed by this section.
 4. Computation of violations. Multiple violations are computed by reviewing the time period of the two (2) years immediately prior to the date of the most current violation.
 5. Stipulations in lieu of hearing. When a liquor license violation involves a licensee's failure of a routine alcohol sales compliance check or sale of alcohol to an underage person or persons to which these presumptive penalties apply, documentation of the illegal sale shall be sent to the City Council by either the Chief of Police or the City Administrator, together with notice of the applicable presumptive penalty. If no Council member objects to application of the presumptive penalty or otherwise requests that the matter be brought before the Council within 7 days, the City Administrator or City Attorney may enter into a written stipulation with the licensee which shall include a waiver of further notice and hearing by the licensee, a recitation of stipulated facts describing the alleged violation, and setting forth the applicable presumptive penalty to be imposed, provided that all such stipulations shall be subject to the approval of the City Council and if the approval is not granted, the licensee shall have the right to withdraw its waiver of hearing and to demand a hearing before the Council.
 6. Other penalties. Nothing in this section shall restrict or limit the authority of the City Council to suspend a liquor license up to 60 days, to revoke the license, to impose a civil fee not to exceed \$2,000 to impose conditions, or to take any other action in accordance with law; provided that the license holder has been afforded an opportunity for a hearing in the manner provided by this chapter.
4. *Costs.* Once a notice of intent to revoke or suspend a license has been mailed to the licensee, the licensee becomes responsible for all reasonable costs of investigation, administration and hearings associated with the action as a condition of reinstatement, termination of suspension or dismissal of the allegations prior to a hearing.

(Prior Code, § 3.10)

HISTORY

Amended by Ord. [483, 2nd Series](#) on 5/20/2002

Amended by Ord. [509, 2nd Series](#) on 4/5/2004

Amended by Ord. [2009-07, 3rd Series](#) on 7/6/2009

112.12 Hearings And Appeals

1. *Notice.* Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and penalty and which shall inform the alleged violator of his or her right to be heard on the accusation. The administrative penalties for illegal sales of licensed products contained in M.S. § 461.12, as it may be amended from time to time, shall apply unless the City Council determines that a more severe administrative penalty, suspension or revocation shall be imposed.
2. *Generally.* Following receipt of a notice of denial issued under this chapter or notice of violation and penalty issued under this section, or a notice of revocation, an applicant or license holder may request a hearing before the City Council. A request for a hearing shall be made by the applicant or license holder in writing and filed with the City Clerk within 10 days of the mailing of the notice of denial or alleged violation. Following receipt of a written request for hearing, the applicant or license holder shall be afforded an opportunity for a hearing before the City Council.
3. *Findings.* If after the hearing, the applicant is found ineligible for a license or is found to have violated this chapter, the City Council may affirm the denial, impose a fine, issue a suspension or revocation, or impose any combination thereof. The decision shall be in writing and shall set forth the reasons for the findings of the City Council. Copies shall be provided to the applicant or license holder. Likewise, if the City Council finds that no violation occurred or finds grounds for not imposing any penalty, the findings shall be recorded and a copy provided to the applicant or license holder.
4. *Decision.* If the City Council determines that a violation of this chapter did occur, that decision, along with the City Council's reasons for finding a violation and the penalty to be imposed under this chapter, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, the findings shall be recorded and a copy provided to the acquitted accused violator.
5. *Default.* If the applicant or license holder has been provided written notice of the denial or violation and if no request for a hearing is filed within the 10-day period, then the denial, penalty, suspension, or revocation imposed pursuant to this section shall take effect immediately by default. The City Clerk shall mail the notice of the denial, fine, suspension, or revocation to the applicant or license holder.
6. *Hearings.* If a person accused of violating this section so requests, a hearing shall be scheduled, the time and place of which shall be provided to the accused violator.
7. *Hearing Officer.* The hearing shall be held before the City Council and shall be open to the public.
8. *Appeals.* Any appeal of the decision of the City Council must be filed with the District Court within 10 days of the mailing of the City Council's decision.
9. *Misdemeanor Prosecution.* Nothing in this section shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this chapter by a person 21 years of age or older. If the city elects to seek misdemeanor prosecution, no administrative monetary penalty shall be imposed. If the city elects to seek misdemeanor prosecution, the city is not precluded from suspending or revoking the license of a licensee as provided by this chapter.
10. *Continued Violation.* Each violation, and every day in a violation occurs or continues, shall constitute a separate offense.

(Prior Code, § 5.34) Penalty, see § 10.99

HISTORY

Amended by Ord. [2020-01, 3rd Series](#) on 3/2/2020

461.12 MUNICIPAL LICENSE OF TOBACCO, TOBACCO-RELATED DEVICES, AND SIMILAR PRODUCTS.

Subdivision 1. **Authorization.** A town board or the governing body of a home rule charter or statutory city may license and regulate the retail sale of tobacco, tobacco-related devices, and electronic delivery devices as defined in section 609.685, subdivision 1, and nicotine and lobelia delivery products as described in section 609.6855, and establish a license fee for sales to recover the estimated cost of enforcing this chapter. The county board shall license and regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia products in unorganized territory of the county except on the State Fairgrounds and in a town or a home rule charter or statutory city if the town or city does not license and regulate retail sales of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia delivery products. The State Agricultural Society shall license and regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia delivery products on the State Fairgrounds. Retail establishments licensed by a town or city to sell tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia delivery products are not required to obtain a second license for the same location under the licensing ordinance of the county.

Subd. 2. **Administrative penalties for sales and furnishing; licensees.** If a licensee or employee of a licensee sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall be charged an administrative penalty of \$300 for the first violation. An administrative penalty of \$600 must be imposed for a second violation at the same location within 36 months after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of \$1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked. No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

Subd. 2a. **Penalties for sales of certain products; licensees.** (a) A licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked if the licensee:

(1) holds a license or registration issued pursuant to chapter 342 or section 151.72, subdivision 5b, and the license or registration is revoked;

(2) is convicted of an offense under section 151.72, subdivision 7; or

(3) has been convicted under any other statute for the illegal sale of marijuana, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products and the sale took place on the premises of a business that sells tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.

(b) No suspension, revocation, or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

Subd. 3. **Administrative penalty for sales and furnishing; individuals.** An individual who sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia

delivery products to a person under the age of 21 years may be charged an administrative penalty of \$50. No penalty may be imposed until the individual has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

Subd. 4. **Alternative penalties for use of false identification; persons under age 21.** The licensing authority shall consult with interested persons, as applicable, including but not limited to educators, parents, guardians, persons under the age of 21 years, and representatives of the court system to develop alternative penalties for persons under the age of 21 years who purchase, or attempt to purchase, tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products using a driver's license, permit, Minnesota identification card, or any other type of false identification to misrepresent the person's age, in violation of section 609.685 or 609.6855. The licensing authority and the interested persons shall consider a variety of alternative civil penalties, including, but not limited to, tobacco-free education; tobacco cessation programs; notice to schools and parents or guardians; community service; and court diversion programs. Alternative civil penalties developed under this subdivision shall not include fines or monetary penalties.

Subd. 5. **Compliance checks.** A licensing authority shall conduct unannounced compliance checks at least once each calendar year at each location where tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are sold to test compliance with sections 609.685 and 609.6855. Compliance checks conducted under this subdivision must involve persons at least 17 years of age, but under the age of 21, who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products under the direct supervision of a law enforcement officer or an employee of the licensing authority. The age requirements for persons participating in compliance checks under this subdivision shall not affect the age requirements in federal law for persons participating in federally required compliance checks of these locations.

Subd. 6. **Defense.** It is an affirmative defense to the charge of selling tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years in violation of subdivision 2 or 3 that the licensee or individual making the sale relied in good faith upon proof of age as described in section 340A.503, subdivision 6.

Subd. 7. **Judicial review.** Any person aggrieved by a decision under subdivision 2 or 3 may have the decision reviewed in the district court in the same manner and procedure as provided in section 462.361.

Subd. 8. **Notice to commissioner.** The licensing authority under this section shall, within 30 days of the issuance of a license, inform the commissioner of revenue of the licensee's name, address, trade name, and the effective and expiration dates of the license. The commissioner of revenue must also be informed of a license renewal, transfer, cancellation, suspension, or revocation during the license period.

History: 1941 c 242 s 3; 1941 c 405 s 3; 1951 c 382 s 1; Ex1959 c 73 s 2; 1973 c 123 art 5 s 7; 1982 c 572 s 2; 1997 c 227 s 4; 1Sp2001 c 5 art 7 s 63; 2010 c 255 s 7; 2010 c 305 s 4-9; 2014 c 291 art 6 s 28; 2020 c 88 s 4-8; 2023 c 63 art 6 s 53



Hastings Police Department

Incident Report

VIII-11(a,b)

Incident:
GM-Liquor-Purchase/Sell/Bar

Incident Report Number:
24-900109

Between: Date - Time

And/At: Date-Time

7/22/24

08:15

Incident Location:
1390 South Frontage Rd, Hastings, MN, 55033

Offense - 1:
340A.503.2(1)

Offense - 2:
609.6855.1(a)

Offense - 3:

Offense - 4:

Offense - 5:

Offense - 6:

Offense - 7:

Offense - 8:

Name (Last, First, Middle)

DOB:

Race/Sex

Address: (Address, City, State, Zip)

Phone 1

Employer

Phone 2

Employer Address

Work Phone #

Name (Last, First, Middle)

DOB:

Race/Sex

Address: (Address, City, State, Zip)

Phone 1

Employer

Phone 2

Employer Address

Work Phone #

SUMMARY

On 07/22/2024 at around 0815 hours officers responded to the 1300 block of South Frontage Road for an Alcohol and Tobacco Compliance Check. Tamaronica Sharell Isom (age 22) of Cottage Grove was charged with Selling Tobacco and Alcohol to Someone Under the Age of 21.

Vehicle Information: (Year, Make, Model, Style, Color)

License Number:

State:

Expiration Year:

Vin:

Insurance Company:

Other Vehicle Information:

NCIC#

Reporting Officer(s):

Freeman, Georgeann M.

Payroll Number:

haaf01

Report Date:

07/23/2024

Time Received:

08:15:00

Time Cleared:

08:15:00

Unit(s) Assigned:

1423

Pages:

1 Of 4

Reviewed by:

McGrath, Brenda J.

Payroll Number:

HABm01

Copy To

Date: 07/23/2024
Offense - 1: 340A.503.2(1)
Incident Report Number: 24-900109

Hastings Police Department

Continuation
VTH-11 (a,b)

Incident Report Number

24-900109

Incident Location:

1390 South Frontage Rd, Hastings, MN, 55033

Incident Date:

07/22/2024

NAMES

Suspect

Isom, Tamaronica Sharell B/F-22 of 9321 Jeffery Ave S,
Cottage Grove, MN, 55016

DOB: 06/26/2002

HT: 509 WT: 150 Hair: Brown

Eyes: Unknown Complexion: Black

Phone 1: (312) 415-2437

Other-1

Johnsen, Joseph Ray W/M-36 of 6281 Taylor Ave, 204, St. Paul, MN, 55111

DOB: 11/05/1987

HT: 600 WT: 205 Hair: Unknown

Eyes: Blue Complexion: Light Medium

Phone 1: (651) 328-4353 Phone 2: (612) 408-8323

Other-2

Polzin, Daniel U/M-53 of 4824 Sonoma Rd, Woodbury, MN, 55129

DOB: 11/19/1970

Eyes: Unknown

Phone 1: (612) 599-3296

Location of Event

Speedway West #4486 of 1390 South Frontage Rd, Hastings, MN, 55033

Phone 1: (651) 480-8700 Phone 2: (651) 480-8700

Reporting Officer(s):

Freeman, Georgeann M.

Payroll Number:

haqf01

Pages:

2 of 4

Hastings Police Department

Continuation
VTH-11 (a,b)

Incident Report Number

24-900109

Incident Location:

1390 South Frontage Rd, Hastings, MN, 55033

Incident Date:

07/22/2024

NARRATIVE

On 7/22/2024 at approximately 0815 hours I, Officer Freeman #1423, was conducting a tobacco and alcohol compliance check at Speedway (1390 South Frontage Road). The buyer, identified as [REDACTED], was able to purchase a pack of Marlboro cigarettes for \$11.73 and a 6 pack of Mango Cart Beer for \$10.49 at the cash register. [REDACTED] was 17 years old. Prior to the purchase, [REDACTED] was advised to purchase a pack of Marlboro cigarettes and a small case of beer at the cash register. [REDACTED] and I had previously gone over expectations for Alcohol and Tobacco Compliance which included [REDACTED] showing [REDACTED] real drivers license and telling people [REDACTED] age if they asked. [REDACTED] and [REDACTED] mother also signed a Tobacco Consent Form.

[REDACTED] went into the store first and I walked in shortly after in plain clothes (jeans and a sweatshirt). I saw the cashier later identified as Tamaronica Sharell Isom DOB/2002-06-26 ask [REDACTED] for [REDACTED] ID which [REDACTED] provided. I did not see Tamaronica scan the ID with their system. Tamaronica collected the money related to the transaction from [REDACTED] for the purchase of the two items and the transaction was complete. [REDACTED] paid with a one 20-dollar bill and one 5-dollar bill. The total for the transaction was \$22.82. At this point I intervened and identified myself as a Hastings Police Officer. Tamaronica had another employee refund the transaction and provided the money back. They also provided me with a receipt of the transaction for record keeping which I later scanned into the casefile. I advised Tamaronica I would return back into the store in a bit, and that I needed to grab something in my squad. I also explained I would bring [REDACTED] back outside prior to meeting with her and her manager.

I returned to my squad car and grabbed my body camera which I planned to use to record my conversation with Tamaronica once I returned inside the store. For clarity and brevity, I have paraphrased and summarized the incident which is the subject of this report. The items discussed may or may not be written in the order they appear on the BWC. The words I have chosen for the report may not be the exact words used by the involved parties.

When I first tried to speak with Tamaronica she told me I could talk to her manager and began to walk away from me. I explained to Tamaronica that I needed to identify her. When I asked Tamaronica for her name she would not give it to me at first and was silent. I explained to Tamaronica it was a lawful request from a Police Officer and she would need to identify herself. Tamaronica then told me her name was, "T". I questioned her and based on her response, I asked Tamaronica for an ID which she provided me. I noticed her driver's license was from out of state. I asked Tamaronica where she currently lived, and she said she had "general delivery" which I did not understand. Tamaronica was not being the most cooperative. After a short time, Tamaronica provided her current address as 9321 Jeffery Avenue S in Cottage Grove, MN. I asked Tamaronica if she had been trained in checking ID's and she explained she was. She advised she had worked at Speedway for 2 weeks. Tamaronica informed me she did not specifically check [REDACTED] ID but did ask to see it.

Reporting Officer(s):

Freeman, Georgeann M.

Payroll Number:

haqf01

Pages:

3 Of 4

Hastings Police Department

Continuation
VIII-11 (a,b)

Incident Report Number

24-900109

Incident Location:

1390 South Frontage Rd, Hastings, MN, 55033

Incident Date:

07/22/2024

I spoke with the manager on duty, and he was identified as Joseph Ray Johnsen DOB/1987-11-05. Joseph explained Tamaronica had been through compliance training, and he explained he told his employees the importance of checking ID's. Joseph said they had a system in place where they could scan the ID into their system, or they could type the date of birth in as well. Joseph said their system was working. He believed Tamaronica was going to be terminated based on the incident and I later learned she was. I suggested Joseph continue to educate his employees. Joseph informed me the district manager was Dan. Dan was later identified as Daniel Polzin DOB/1970-11-19. I called Daniel at 612-599-3296 and advised him on the situation. He explained it was their company policy to terminate employment for employees who sell to minors and advised Tamaronica had been terminated.

At 1554 hours I called Tamaronica and inquired if she had ever sold tobacco to a minor and she advised she had not. I also began to explain the process to her so she would know what to expect. While talking with Tamaronica, she hung up and I did not attempt a call back.

Since Tamaronica sold the cigarettes and alcohol to [REDACTED], who was 17 years old at the time, I am requesting this case be sent up for charging considerations for the following charges.

Statute: 340A.503.2(1) Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr Level of Offense: Gross Misdemeanor Statute: 609.6855.1(a) Description: Nicotine delivery products - Sell nicotine delivery product - Under 21 years old Level of Offense: Petty Misdemeanor

See BWC for further information related to the conversation with Tamaronica

Case Status: Refer to prosecutor review

Squad Video: No

Photos: No

Refer Adult Services: No

Refer Juvenile Service: No

Physical Evidence: No

Body Cam: Yes

Statements: No

Reporting Officer(s):

Freeman, Georgeann M.

Payroll Number:

haqf01

Pages:

4 of 4

**City of Hastings
Dakota County, Minnesota**

RESOLUTION NO. _____

**RESOLUTION IMPOSING SANCTIONS UPON
RETAIL INTOXICATING LIQUOR LICENSE HOLDER
SPEEDWAY GAS STATION**

WHEREAS, state law authorizes a city council to impose sanctions upon the holder of a retail intoxicating liquor license who has failed to comply with an applicable statute, upon a hearing duly noticed, and the opportunity for the license holder to be heard;

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

FINDINGS

- A. On July 22, 2024, the Hastings Police Department conducted an alcohol compliance check at the Speedway Gas Station located at 1390 S. Frontage Road, Hastings, Minnesota 55033. On that date, an employee of Speedway sold intoxicating alcohol to an underage purchaser cooperating with the Hastings Police Department. The Speedway Gas Station also sold intoxicating alcohol to an underage purchase on April 28, 2023, making the new violation their second in a 24-month period.
- B. The Police reports from the July 22, 2024 incident are attached and are stipulated into evidence to support the sanctions imposed herein.
- C. Notice of an intoxicating liquor violation was duly given to the license holder for the premises at 1390 S Frontage Road, Hastings, Minnesota 55033 on September 5, 2024, pursuant to Minnesota Statutes, sections 14.57 to 14.69, and City Code Section 111.10.
- D. In lieu of a hearing, the liquor license holder has agreed to comply with the civil sanctions below and consents to the terms contained herein.
- E. The civil sanctions below are conditioned upon the Hastings City Council’s approval. If the City Council chooses to impose more severe sanctions, the liquor license holder has the right to withdraw its consent.

CONCLUSION

- A. Based upon the police report attached hereto, the City Council concludes that the liquor license holder for the premises at 1390 S Frontage Road, Hastings, Minnesota 55033 (Speedway Gas Station) failed to comply with an applicable statute in that an alcoholic beverage was sold to an underage person on July 22, 2024, in the licensed establishment.

- B. This incident constitutes the liquor license holder’s second violation pursuant to Hastings City Code Section 111.10 within a 24-month period.
- C. The liquor license holder is not a member of the Best Practices Program; therefore, the presumptive sanctions are: \$1,500 fine and 6-day suspension.
- D. The following sanctions are imposed for the violation:
 - 1. A \$1,500 civil penalty is imposed against the license holder which must be paid by 4:30 p.m. on September 23, 2024. If not paid, the license will be suspended without notice to the licensee until the civil penalty is paid.
 - 2. The city-issued license will be suspended for a period of six (6) days, which will occur on these dates: September 23 (beginning at 12: a.m.) – September 28 (ending at 11:59 p.m.) The licensee is required to cooperate and work with the Police Chief, who will monitor and ensure compliance with this sanction.
 - 3. While holding a City-issued alcohol license, the licensee or a representative from this establishment will attend any future City-sponsored alcohol compliance training when notified;
 - 4. The license holder will enroll in the City’s Best Practices Program and will voluntarily undertake the recommended practices to avoid future illegal sales of alcohol to minors. The license holder will provide the City with its written intent to participate in the Best Practices Program within 10 days of this resolution;
 - 5. The license holder will establish an age verification policy for the establishment’s employees and provide the police department with a copy of this policy within 30 days of this resolution;
 - 6. While holding a City-issued alcohol license, the license holder must document and maintain the signatures and dates of any alcohol training their employees receive, including being advised of the policy cited above. This list must be up kept to date and made available to the police department upon request.
 - 7. The license holder shall not have any alcohol-related violations for a period of one year of this resolution.
 - 8. If the licensee fails to comply by the conditions and sanctions set forth in this resolution, the licensee may be required to attend a Council meeting for additional sanctions.

Adopted by the City Council of the City of Hastings this ___ day of _____, 2024.

Attest:

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

Signature of Representative

Rebecca Townzen

Printed name of Representative

9/12/2024

DATE

**City of Hastings
Dakota County, Minnesota**

RESOLUTION NO. _____

**RESOLUTION IMPOSING SANCTIONS UPON
TOBACCO LICENSE HOLDER
SPEEDWAY GAS STATION**

WHEREAS, state law authorizes a city council to impose sanctions upon the holder of a tobacco license who has failed to comply with an applicable statute, upon a hearing duly noticed, and the opportunity for the license holder to be heard.

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

FINDINGS

- A. On July 22, 2024, the Hastings Police Department conducted a tobacco compliance check at the Speedway Gas Station located at 1390 S. Frontage Road, Hastings, Minnesota 55033. On that date, an employee of Speedway sold tobacco to an underage purchaser cooperating with the Hastings Police Department. The Speedway Gas Station also sold tobacco to an underage person on April 24, 2023, and January 3, 2022 making the new violation their third violation in a 36-month period.
- B. The Police reports from the July 22, 2024 incident are attached and are stipulated into evidence to support the sanctions imposed herein.
- C. Notice of the violation was duly given to the license holder by personal service or by mail for the premises at 1390 S Frontage Road, Hastings, Minnesota 55033 on August 21, 2024, pursuant to Minnesota Statutes, Section 461.12, and City Code Section 112.12.
- D. In lieu of a hearing, the tobacco license holder has agreed to comply with the civil sanctions below and consents to the terms contained herein.
- E. The civil sanctions below are conditioned upon the Hastings City Council’s approval. If the City Council chooses to impose more severe sanctions, the license holder has the right to withdraw its consent.

CONCLUSION

- A. Based upon the police report attached hereto, the City Council concludes that the tobacco license holder for the premises at 1390 S Frontage Road, Hastings, Minnesota 55033 (Speedway Gas Station) failed to comply with an applicable statute in that a tobacco product was sold to an underage person on July 22, 2024, in the licensed establishment.

- B. This incident constitutes the tobacco license holder's third violation within a ~~36-month~~ 1 (a,b) period.
- C. The mandatory statutory sanctions are: \$1,000 fine and 7-day suspension.
- D. The following sanctions are imposed for the violation:
1. A \$1,000 civil penalty is imposed against the license holder which must be paid by 4:30 p.m. on September 23, 2024. If not paid, the license will be suspended without notice to the licensee until the civil penalty is paid.
 2. The city-issued license will be suspended for a period of seven (7) days, which will occur on these dates: September 23 (beginning at 12:00 a.m.) – September 29 (ending at 11:59 p.m.) The licensee is required to cooperate and work with the Police Chief, who will monitor and ensure compliance with this sanction.
 3. The license holder shall not have any tobacco-related violations for a period of one year of this resolution.
 4. If the licensee fails to comply by the conditions and sanctions set forth in this resolution, the licensee may be required to attend a Council meeting for additional sanctions.

Adopted by the City Council of the City of Hastings this ___ day of _____, 2024.

Attest:

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

Signature of Representative

Rebecca Townzen

Printed name of Representative

9/12/2024

DATE



September 12, 2024

VIA EMAIL TO KMurtaugh@hastingsmn.gov

City of Hastings
101 4th Street East
Hastings, MN 55033

RE: Tobacco & Alcohol Violation
Speedway LLC dba Speedway #4486/46544 1390 S. Frontage Road Hastings, MN 55033
Date of Violation – July 22, 2024

To Whom It May Concern,

This letter is being sent in addition to the signed Resolutions to the Authority on September 12, 2024.

The employee involved, Tarmonica Isom, had been trained from our Alcohol and Tobacco training program prior to the alleged date of violation (July 22, 2024). It is our corporate policy that all employees are required to retake this training annually. Re-training is immediately required for all employees working at a store that incurs a violation incident.

As a result of this incident, Tarmonica Isom was immediately terminated per our corporate age-restricted product sales policy and her employment records are noted that her eligibility for future employment is subject to the same policy.

After this set of violation, this location has implemented a new age-verification solution within the Radiant Point of Sale register system that verifies the legal age of a customer. This solution only allows age-restricted products to be purchased if the customer identification is scanned/swiped into the register. There is no bypass or override options for the sales associates to use and all customers of any age are required to present identification before a sale. This is not often popular with customers of more than legal age, but when we advise it is corporate policy to avoid minor sales, it seems to quiet the critics.

Please know we remain steadfast in our goal of ensuring that this type of violation does not occur in our stores. In addition to providing all employees with written notification of all policies, we continue to provide comprehensive training to include a full and complete explanation of internal disciplinary policies and procedures for employees failing to adhere to required compliance standards and “BARS” compliance checks are conducted throughout our brands.

If you have any questions or concerns, please feel free to contact me directly at 972-828-6879 or via email @ Rebecca.Townzen@7-11.com.

Yours very truly,

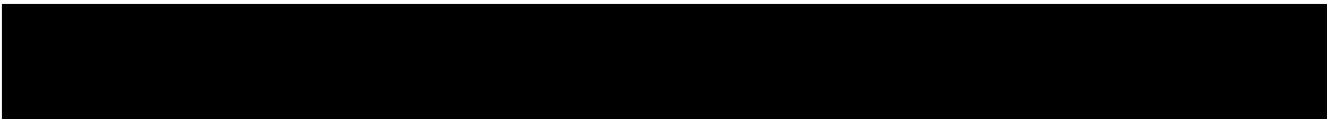
**Rebecca
Townzen**
Digitally signed by Rebecca
Townzen
DN: cn=Rebecca Townzen, c=US,
email=rebecca.townzen@7-
11.com
Date: 2024.09.12 10:14:47 -05'00'

Rebecca Townzen
Regulatory Compliance Analyst
7-Eleven, Inc.
3200 Hackberry Rd, Irving, TX 75063



STATEMENT OF PARTICULARS

In reference to the Tobacco and Alcohol violation at Speedway #4486/46544, we respectfully provide the following:

1. Licensee, Speedway LLC, owns and operates the subject store located at 1390 S. Frontage Road in Hastings, MN.
 2. Pursuant to 7-Eleven/Speedway's Age-Restricted Products Sales policies & procedures, the employee/cashier in this matter was immediately terminated. We adhere to a zero tolerance policy for any and all sales of alcohol and tobacco products to minors. A copy of this policy & procedure document is attached for reference.*
 3. 7-11/Speedway has an extensive and mandatory new hire training program which includes alcohol and tobacco sales training. Completion certificates are kept on file for each employee.
 4. 7-11/Speedway also has a re-training schedule for all employees involved in Age-Restricted Product Sales that requires store management to maintain completion records. This re-training is immediately required for all employees working at a store that incurs a violation incident.
 5. 7-11/Speedway conducts "mystery shop" internal compliance checks at all locations on a regular basis (BARS Program). Resulting reports are discussed with store management and employees as a continued reminder of policies, procedures, regulatory compliance, etc.
- 



Age-Restricted Product Sales Policy ^{VIII-11}(a,b)

Previously Issued: July 20, 2022

Date Revised: January 4, 2023

1. PURPOSE

- 1.1 To establish a policy for the selling of Age-Restricted Products and provide guidance when Employees in Corporate Stores fail internal Mystery Shops or Governmental Inspections regarding the sale of Age-Restricted Products.

2. APPLIES TO

- 2.1 All United States Corporate Store Employees regardless of banner.

3. POLICY OVERVIEW

- 3.1 Requirements regarding the sale of Age-Restricted Products.

4. POLICY

- 4.1 All Employees are prohibited from selling Age-Restricted Products to persons under twenty-one ("21") years of age.
- 4.2 All Employees working in a Corporate Store must request Photo Identification before the sale of Age-Restricted Products for all customers who look to be under the age of thirty ("30") except for customers in Colorado; Indiana; Massachusetts; Nevada and Tennessee.

- 4.3** All Employees must have received Age-Restricted Product Sales training before they are able to sell any Age-Restricted Products. Refresher training should be taken at least annually, unless directed otherwise.
 - 4.3.1** Employees must certify they have completed training and a record of the completed that training must be maintained.
 - 4.3.2** Store Leaders must ensure their Employees receive and complete training.
- 4.4** All Governmental Inspection violations must be reported to Corporate Compliance.
- 4.5** Violation of this policy will result in disciplinary action up to and including termination. Sale to a minor will result in termination from employment.
- 4.6** Any Employee terminated for non-compliance is not eligible for rehire until (1) one year has passed since Employee's termination; (2) the appropriate Market Leader, Area Leader, and/or Zone Vice President/Leader has approved in writing to Human Resources such rehire; and (3) Employee has successfully completed all necessary training as determined by the Company.

5. PROCEDURE

- 5.1** The Company or a government agency will shop at a Corporate Store and attempt to purchase an Age-Restricted Product.

- 5.3** Governmental Inspection

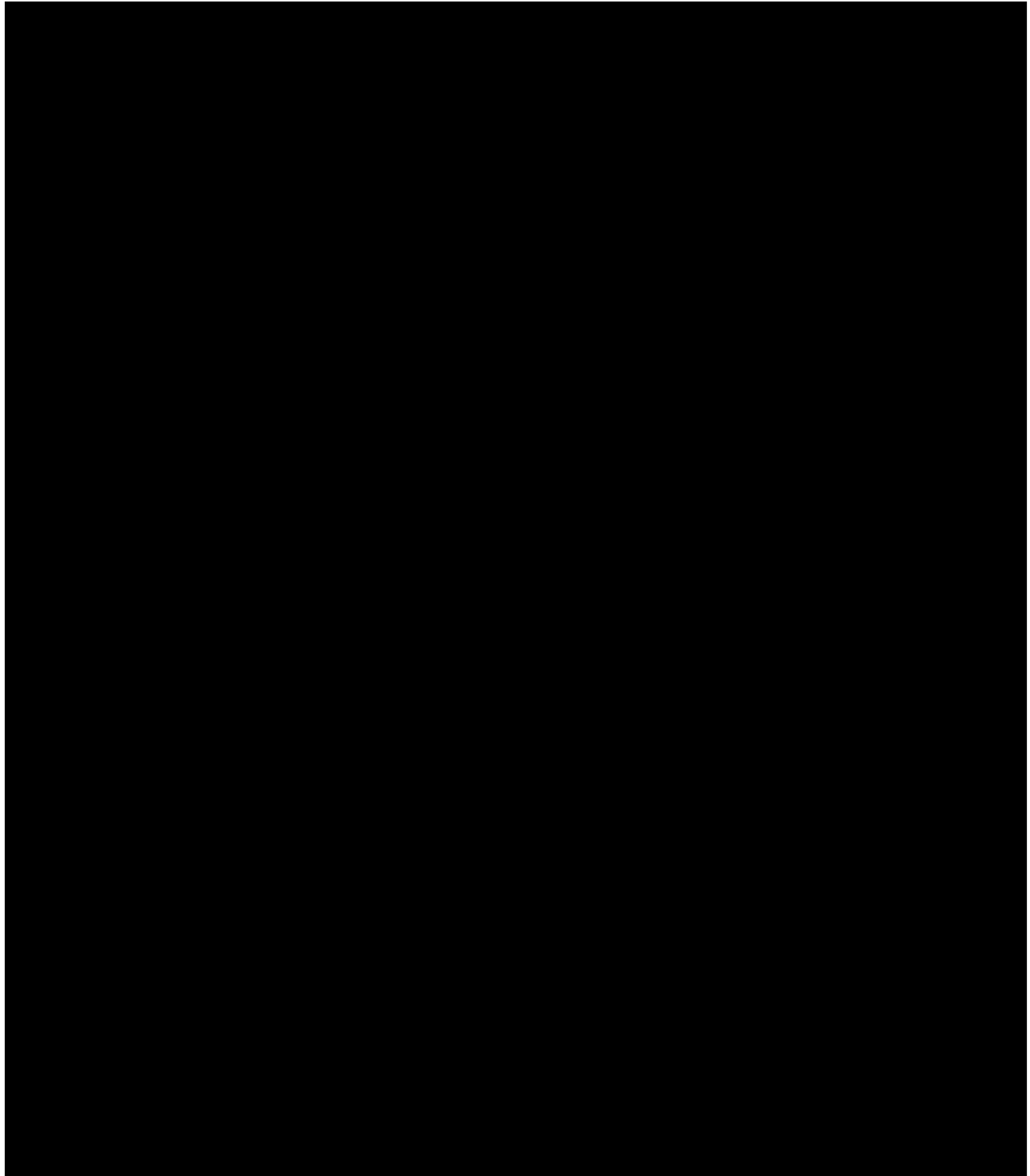
5.3.1 Upon violation of a Governmental Inspection, Employee will be terminated.

VIII-11 (a,b)

5.3.2 A terminated Employee will not be eligible for rehire unless process detailed in section 4.6 above is followed.

5.3.3 The Supervisor of an Employee who fails a Governmental Inspection may also be subject to discipline.

6. DEFINITIONS



7. EXCEPTIONS

None.

VIII-11 (a,b)

8. RELATED POLICIES

[Redacted]

9. FORMS

None.

10. REVISION HISTORY

[Redacted]



a,b)

GUIDANCE

Company policy requires age verification for anyone who appears to be thirty (“30”) years or younger for alcohol, tobacco and tobacco-related products, lottery, and other age-restricted products.

Selling alcohol or tobacco-related products to a legal age adult who, in turn, is going to give or sell alcohol or tobacco-related products to someone under the legal age is prohibited.

ALL VIOLATIONS MUST BE REPORTED TO CORPORATE COMPLIANCE!
(See process next page)

ALL VIOLATIONS MUST BE REPORTED TO CORPORATE COMPLIANCE!

Process:

The following process applies to all sales regarding Age-Restricted Products:

Upon receipt of any notice of a possible failed inspection, citation or violation (including FDA), warning letter, failed compliance check letter, etc, the Store Team must immediately notify their Area Leader and provide a copy of all related documentation via the [REDACTED]

[REDACTED] For those stores that do not have access to [REDACTED] stores are to report and send document copies by way of email to [REDACTED]

Corporate Compliance must be notified of any violation (including FDA) within 24-48 hours after knowledge or receipt of the notice of violation, warning letter, failed compliance check letter, etc. Again, the reporting process is via the [REDACTED]

- The Corporate Compliance Team will handle the violation cases and any required response letters to the regulatory agencies, work to mitigate, settle and pay fines as may ultimately be required.
- Point of Sales (POS) registers should be prompting for age-verification for all Age-Restricted Products sales. If your register is not doing so, please create a 7HELP ticket and follow to resolution.
- The assigned Human Resources Business Partner will work with the Store Leader and Area Leader to review the store video and information in the violation documentation (warning letter, citation, etc.) to determine disciplinary actions to be taken.

As a reminder, if an employee sells or attempts to sell Age-Restricted Products to an underage person, the employee will be terminated from employment. The full Age-Restricted Products Policy and Procedures can be found in the Operations Manual.

REVISIONS

[REDACTED]

a,b)



Activity Info 'Age Restricted Sales/ID Zone'

Age Restricted Sales/ID Zone



Course Group

Started
Thursday, March 11, 2021 9:48 AM CST

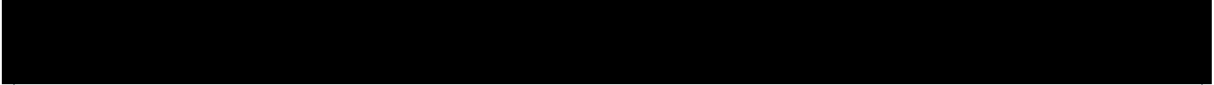


Recertification: Annual.

Attachments

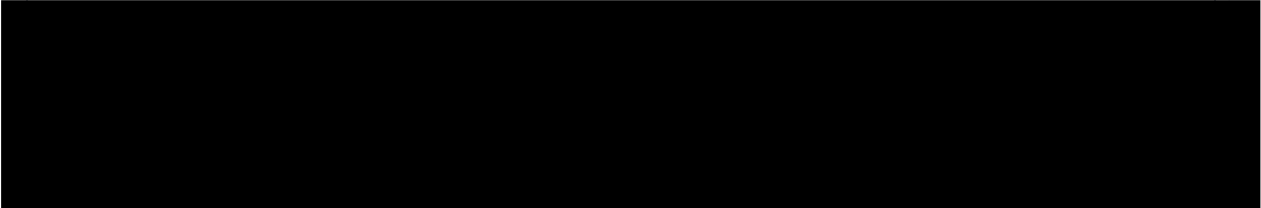


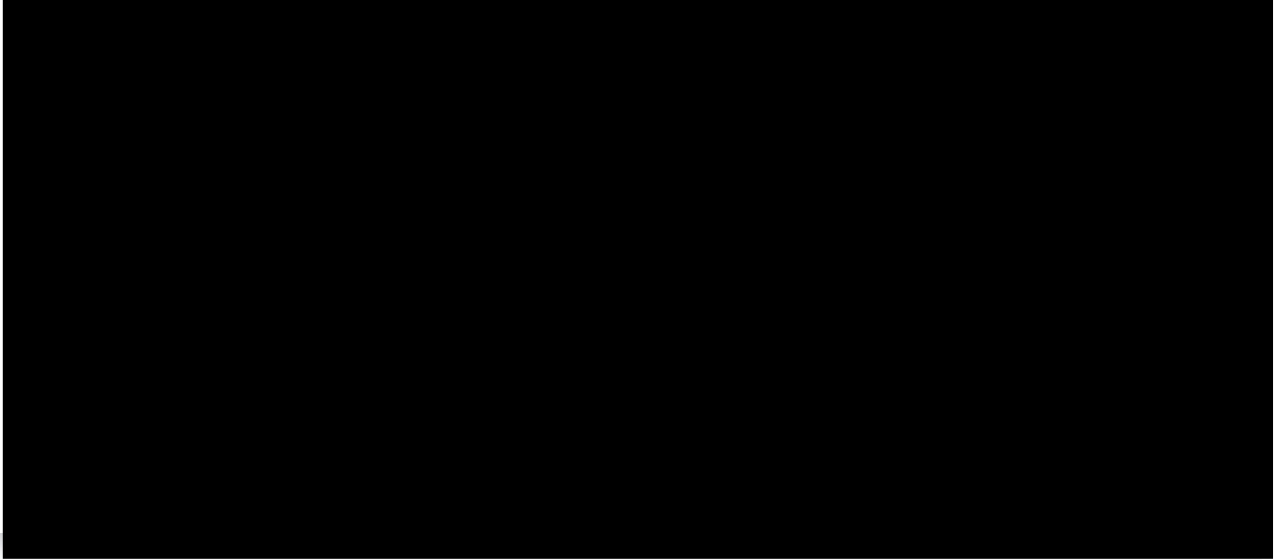
Sub-Activities



Age Restricted Sales

This course on selling age restricted products is for all U.S. stores except for California, Illinois, Nevada and New York.





Age-Restricted Products

Goal: Apply processes and laws, and understand the implications of selling age-restricted products.



Why Is This Important?

If you violate age-restricted product laws, you could incur significant personal fines or lose your store's license to sell age-restricted products like alcohol, tobacco and e-cigarettes. If you are a corporate employee, you could also lose your job. What is your experience with how violating any of these laws have impacted someone? What have you heard about what the consequences can be if someone violated the laws governing selling age restricted products?

What Do I Need to Know?

The sale of age-restricted products such as alcohol, tobacco, lottery and e-cigarettes are significant contributors to your profits. Some areas require age restriction for other items such as over-the-counter cough medications. Losing the ability to sell these products could be devastating to your business. Check with your facilitator for your state (U.S.) / provincial (Canada) or local age-restricted products and requirements. The relevant eLearning course below highlights the importance of:

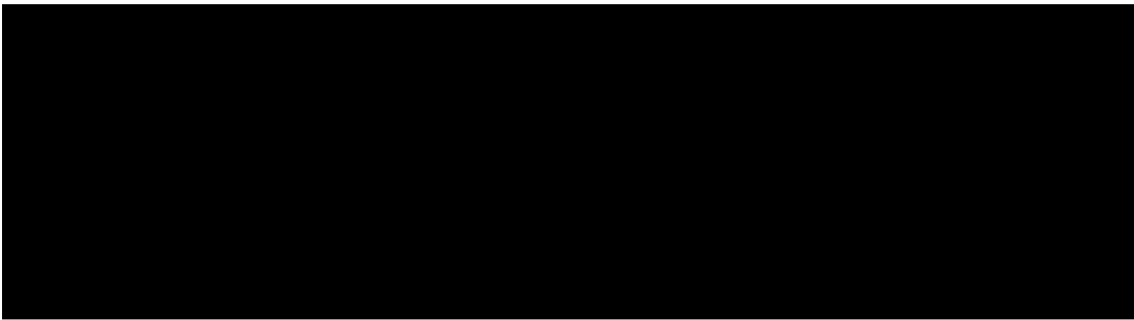
- not selling age-restricted products to minors or intoxicated persons
- the possible penalties if caught making an illegal sale of age-restricted products
- the procedures for verifying proper ID
- how to refuse a sale

Policy

7-Eleven's policy meets or exceeds the age requirement for the Federal government and all state (U.S.) / provincial (Canada) governments: you must request valid ID for all persons appearing to be 30 years of age or younger. Failure to request valid ID in accordance with this regulation can result in significant fines and possible loss of privileges to sell age-restricted products.

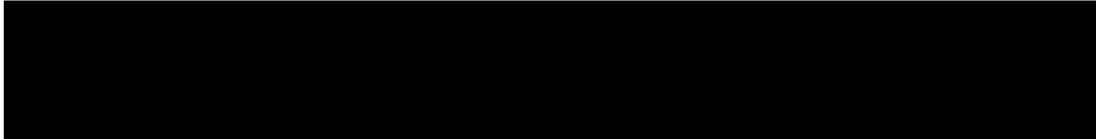


States / provinces routinely conduct verification that stores are following state / provincial law on age-restricted sales. Such checks are conducted randomly. There are severe penalties for both your store and your employees for failing to comply with state / provincial laws.



Processing Sales

U.S.



If your customer does not comply with the sale of the age-restricted product(s)...

For example, tobacco and alcohol

<ul style="list-style-type: none"> ▪ under the required age ▪ no ID ▪ ID is not valid 	<ul style="list-style-type: none"> ▪ customer is intoxicated or something similar ▪ time of day
--	---

... communicate the age-restricted guidelines to your customer while refusing the sale by following these steps:

For tobacco

1. **Refuse** sale by telling the customer.
2. **State** the reason why by **citing** appropriate policy and law.

For alcohol

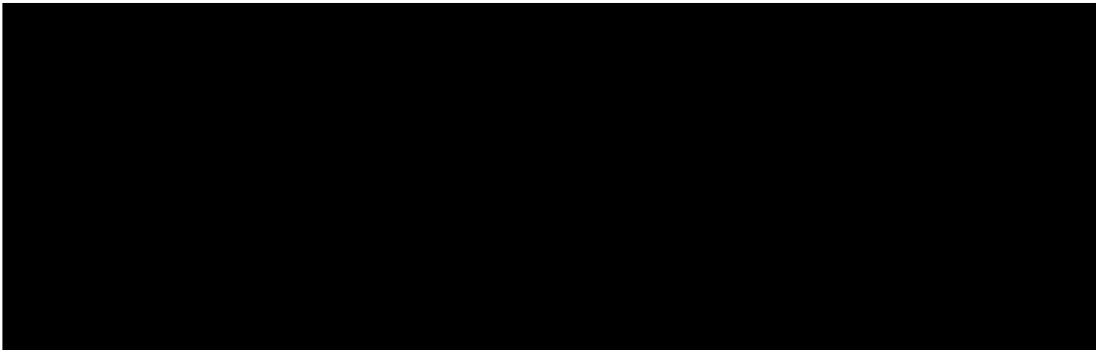
1. **Refuse** sale by telling the customer.
2. **State** the law.
3. **Remove** the product from the counter.
4. **Turn** slightly away from the customer.

E-Cigarettes

Since July 2017, there has been discussion of regulation of Electronic Nicotine Delivery System (ENDS) products such as e-cigarettes and other vaping products. The target has been focused on flavored ENDS products by the FDA because of the popularity within the youth demographic.

What 7-Eleven is doing

The RIS will 'lock down' Restriction Code 7 to prevent the ability to select "Visual ID OK" or manually enter a date of birth on the POS for all ENDS (e-cigarette and vaping) products. All POS systems will require a Driver's License or other Government ID to be scanned or swiped to verify age eligibility to complete the sale.





City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: September 16, 2024
Item: Award Contract: Three Rivers Trail Reconstruction

Council Action Requested: Award contract for the Three Rivers Trail Reconstruction Project, and authorize Parks & Recreation Director to execute change orders in an amount not to exceed, in total, 10% of the construction contract.

Background Information: Through our Pavement Management Plan and staff observations, the Three Rivers Trail has exceeded its useful life and needs to be reconstructed. This trail is a link between the Tuttle Neighborhood to the south and East 31st Street to the north, and the Three Rivers Mobile Home Community in between.

This project is a full reconstruct and widening project, with the new trail being constructed at 10ft wide. Also notable, on the southern end of the trail, staff have been working with two HOA's and our legal council to add a short connection to eliminate an extremely sharp turn in that area.

Staff recommend awarding the contract to New Look Contracting, Inc. as outlined in the attached recommendation letter, for a total project cost of \$249,532.50.

Financial Impact: The project is being recommended at the Base Bid, and is within 2024 budget allocations.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Recommendation for Award of Project

Project Name | Three Rivers Trail Reconstruction **Date** | 09/09/2024
To / Contact info | Hastings City Council
Cc / Contact info | Chris Jenkins, Hastings Parks & Recreation Director
From / Contact info | Kyle Crawford, PE, EOR
 Kayla Anderson, EOR
Regarding | Recommendation for Award of Project

The purpose of this memorandum is to provide a recommendation for selecting a Contractor to construct the Three Rivers Trail Reconstruction Project.

Bid Summary

The Request for Bids was posted on QuestCDN on August 16, 2024 and within a local newspaper over the following week. Bids were due on September 5, 2024 at 1:00pm with a formal bid opening at the same time via Zoom; contractors were invited to attend virtually.

For us to formulate our recommendation, we compared the Base Bid values for each of the contractors. There was one (1) Add Alternate for additional reinforcement of the pavement cross section.

A total of 8 bids were received and the overall low bidder was New Look Contracting, with a Base Bid of \$249,532.50. Review of the submitted bid packages and relevant project experience was performed by Emmons & Olivier Resources, Inc. (EOR). After the review of New Look Contracting’s initial bid package was completed, the bid package was determined to be fully responsive. All required bid documents were provided, and no additional documentation is necessary at this time.

COMPANY	BID SECURITY INCLUDED	REQUIRED BID DOCUMENTS	BASE BID	ADD ALTERNATE 1	TOTAL BID
New Look Contracting, Inc.	✓	✓	\$249,532.50	\$79,380.00	\$328,912.50
Nadeau Companies	✓	✓	\$252,276.00	\$65,164.00	\$317,440.00
McNamara Contracting	✓	✓	\$262,453.00	\$87,555.00	\$350,008.00
Fitzgerald Excavating	✓	✓	\$270,859.50	\$55,953.00	\$326,812.50
UrbanEdge, LLC	✓	✓	\$287,941.05	\$57,087.95	\$345,029.00
A-1 Excavating, LLC	✓	✓	\$292,248.00	\$78,319.00	\$370,567.00
<i>Engineer’s Estimate</i>	<i>N/A</i>	<i>N/A</i>	<i>\$319,871.00</i>	<i>\$87,555.00</i>	<i>\$407,426.00</i>
JL Theis, Inc.	✓	✓	\$335,281.32	\$101,166.80	\$436,448.12
Park Construction Company	✓	✓	\$336,008.40	\$45,913.40	\$381,921.80

Recommendation

New Look Contracting is a reputable area contractor, and the provided references were all positive. Following our review of their project experience and bid package and discussion with Hastings Parks and Recreation staff, we are recommending approval of the Base Bid and award of the contract to the low responsive bidder, New Look Contracting, in the amount of **\$249,532.50**.

After discussion with Hastings P&R staff, it is recommended the Council authorize the Hastings Parks and Recreation Director to execute change orders, if necessary, in an amount not to exceed (in total) 10% of the construction contract to prevent extra construction delays or costs.



City Council Memorandum

To: Mayor Fasbender and City Council

From: Justin Fortney

Date: September 16, 2024

Item: Special Use Permit – Cannabis Retail Sales – 300 Vermillion Street (Smokeys Tobacco)

Council Action Requested:

Review and act on the attached resolution granting a SUP (Special Use Permit) for cannabis retail sales at 300 Vermillion St. at the request of Hussein Alobaidi of Smokeys Tobacco on property owned by Gregory and Susan Jablonske. A separate cannabis license is scheduled for consideration under the Administration section of the City Council Agenda.

SUP approval requires six of seven Councilmembers.

Advisory Commission Review:

The Planning Commission voted 5-0 to recommend approval of the request as presented at the September 9, 2024 meeting. No one spoke for or against the item during the public hearing.

Attachments:

- Resolution – SUP
- Planning Commission Staff Report – September 9, 2024

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING
A SPECIAL USE PERMIT FOR THE RETAIL SALE OF CANNABIS PRODUCTS AT
300 VERMILLION STREET AS REQUESTED BY HUSSEIN ALOBAIDI OF SMOKEYS TOBACCO**

WHEREAS, Hussein Alobaidi with Smokeys Tobacco has applied for a Special Use Permit for the retail sales of cannabis products at 300 Vermillion Street. The property is owned by Gregory and Susan Jablonske and legally described as the north 66 FT of Lot 1, Block 21, TOWN OF HASTINGS BLKS 1 THRU 99, Dakota County, Minnesota; and

WHEREAS, on September 9, 2024 the Hastings Planning Commission held a public hearing and recommended approval of the action as presented; and

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

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

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

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

Adopted by the Hastings City Council on September 16, 2024, by the following vote:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

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

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

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

Kelly Murtaugh, City Clerk

SEAL STICKER



Planning Commission Memorandum

To: Planning Commission

From: Justin Fortney, City Planner

Date: September 9, 2024

Item: Public Hearing – Special Use Permit (SUP) – Cannabis Retail Sales – Hussein Alobaidi (Smokies Tobacco) – 300 Vermillion Street

REQUEST

The Planning Commission is asked to take the following actions related to the Special Use Permit (SUP) application of Hussein Alobaidi to conduct cannabis retail sales at Smokies Tobacco located at 300 Vermillion St on property owned by Gregory and Susan Jablonske:

- 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 also been submitted and will be considered at a later date.

A business license is issued to an individual or entity, with an expiration date (December 31, 2024 for current retail cannabis sales) and does not transfer to a new operator. A SUP is issued to a property in perpetuity.

Notification and Public Hearing

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

Comprehensive Plan Classification

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

Zoning Classification

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

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	3 rd St W	C-3	Commercial
	- Loop Road		
	- Comfort By Design		
East	- Public Square	C-3	Commercial
	- City hall		
South	Retail/ Office space	C-3	Commercial
West	- Parking lot	C-3	Commercial
	- fourplex		

Existing Condition

Smokies Tobacco is a relatively new business. The site was formerly a cellular phone shop. They have a current tobacco license. A plainclothes investigator purchased a cannabis product by an adult recently. This occurred before they were aware of the SUP requirements, but they were previously advised that any cannabis products would require a separate license application.

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

Special Use Permit Requirements

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenient traffic flow and control, and access in

- case of fire or catastrophe; **Ingress and egress to the property will be unchanged. The sale of cannabis products on site will not require changes to ingress and egress.**
2. Off-street parking and loading areas where required, with particular attention to division (E)(2)(b)5. a. above, and the economic, noise, glare, or odor effects of the special use on adjoining properties and properties generally in the district; **Parking and loading is adequate, and the proposed use will not require changes. The property is surrounded by other commercial uses 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 affecting these items.**
 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.**

Attachments

- Location Map
- Site Picture
- Application

LOCATION MAP





City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: September 16, 2024
Item: Consider New Cannabis Product Retail License for Smokeys Tobacco, 300 Vermillion St

Council Action Requested:

Consider the attached resolution approving a new Cannabis Product Retail License for Smokeys Tobacco, 300 Vermillion St.

Background Information:

The City has received and reviewed an application for a new Cannabis Product Retail License for Smokeys Tobacco, 300 Vermillion St. Currently, this license allows for the sale of adult-use cannabinoid or cannabis products containing 0.3% or less of THC.

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

Compliance Overview:

Smokeys Tobacco, 300 Vermillion St. Hastings MN

- 8/20/2024: Cannabis Compliance check – failed. (Ord. 117.03 and Ord 117.09 Subd H)
- 7/22/2024: Tobacco Compliance check – educational.
- 4/7/2024: Sgt. visited business to discuss City Ordinance regarding drug paraphernalia and left a copy of the ordinance with employee

Financial Impact:

The associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION _____

**APPROVING A NEW CANNABIS PRODUCT RETAIL LICENSE
FOR SMOKEYS TOBACCO, 300 VERMILLION ST**

WHEREAS, the City has received and reviewed an application for a new Cannabis Product Retail License at Smokeys Tobacco, 300 Vermillion St.; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Cannabis Product Retail License for Smokeys Tobacco, 300 Vermillion St. is approved, unless revoked by City Council.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 16TH DAY OF SEPTEMBER, 2024.

ATTEST:

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor

*City Council Memorandum*

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: September 16, 2024
Item: Hastings Civic Arena Fee Schedule

Council Action Requested: Conduct 1st Reading on updates to the Hastings Civic Arena Fee Schedule for the 2024 – 2025 season.

Background Information: Ice rental fees at the Hastings Civic Arena have historically been the lowest in our region, and that continues today. Fees have been increasing slowly over the past couple of years and we remain the lowest cost facility for prime ice rentals. Rental fee increases are necessary and prudent as the cost of operating the facility continue to rise. We are also in the midst of a \$5.2M project at the Civic Arena, and will be paying for this project for the next 10 years. Increased fees will also help to make a portion of this payment.

Staff are proposing an additional increase, above what was previously approved for the 2024-2025 ice season. This will bring our rates closer to rates within our region, and provide a slight revenue boost for the facility.

As a part of the 2025 Budget process, staff will propose ice rental rate changes to be effective July 1, 2025 as well.

See attached for proposed fee changes.

Financial Impact: A positive financial impact of roughly \$28,500.00 annually based upon typical Prime ice rental hours, and based on 2023-2024 prime ice rate of \$215.00. Additional revenue from Non-Prime and Off-Season ice rentals will also be realized, although to a lesser degree.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Fee Schedule Changes

FIRST READING

CITY OF HASTINGS, MINNESOTA

ORDINANCE NO. 2024- THIRD SERIES

AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING CHAPTER 34 OF THE HASTINGS CITY CODE PERTAINING TO FEES FOR MUNICIPAL SERVICES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS:

Chapter 34 of the Hastings City Code is hereby amended as follows: Section 34.03

Fee Schedule

Parks and Recreation Fee Changes		
	Current	Proposed
Civic Arena Ice Rental (Effective October 17, 2024, or ten days after publication)		
Prime	\$220.00/hour plus tax	\$230.00/hour plus tax



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: September 16, 2024
Item: 2025 Budget Pre-approval of Select Items

Council Actions Requested:

Authorization to begin process for several 2025 budget items.

Background Information:

Regarding the 2025 budget plan, there are supply chain delays that will impact a number of the items included in the proposed budget, and vehicle orders with state-bid pricing have early and short windows for ordering (which does not guarantee delivery and purchase).

Facilities Dept. – Police Station HVAC Automation - \$17,500: The 2025 proposed budget includes new electronic controls to monitor and manage heating and cooling for the front lobby and records area of the Police Station. The controls need to be cut in when the heating pipes are empty, which could be done now while the boiler project is ongoing. Otherwise, this project would need to wait until after the heating season next spring.

Parks Dept. – Zamboni Room Roof - \$44,800: The 2025 proposed budget includes replacement of this roof from a ballasted membrane to a full membrane to resolve miscellaneous leaks occurring for years over the mechanical rooms and Zamboni room. If preauthorized, this replacement would occur this fall ahead of winter weather.

Fire Dept. – Full-Time Firefighter/Paramedics - \$209,050: The 2025 proposed budget includes hiring two Full-Time Firefighter/Paramedics. This would complete a 2023 plan for adding two positions per year over three years for a total of six new positions. Completion of this plan will bring staffing levels from five scheduled staff to seven on a 24/7 basis. This initiative provides ability to respond with a full engine company and/or to respond three EMS units simultaneously. Additionally, it is expected to reduce call-backs for non-scheduled, off-duty staff and overtime. Beginning the hiring process now should enable having these positions filled the first of the new year.

Fire Dept. – Inspector Vehicle - \$70,000: The 2025 proposed budget includes replacement of a repurposed 2011 police vehicle. We’ve seen extended lead times on fleet vehicles as well as short windows for ordering. The window for state bid on the F-150 chassis is likely to open in late September.

Fire Dept. – Brush Truck - \$160,000: The 2025 proposed budget includes replacement of the 2000 brush truck. We’ve seen extended lead times on fleet vehicles as well as short windows for ordering. The window for state bid on the F-350 chassis is likely to open in October.

Building Dept. – Inspector Vehicle - \$40,000: The 2025 proposed budget includes replacement of a 2014 Ford Explorer, which had previously been used by the Police Dept. We’ve seen extended lead times on fleet vehicles as well as short windows for ordering.

Parks Dept. – Pick Up Trucks - \$100,000: The 2025 proposed budget includes replacement of a 2014 1-ton with dump and plow and a 2015 3/4-ton pickup. We’ve seen extended lead times on fleet vehicles as well as short windows for ordering.

Police Dept. – Squads - \$198,400: The 2025 proposed budget includes replacement of 2017, 2018, and 2019 Ford Utility Interceptors; two of which would be hybrids. One would be outfitted as the K-9 Unit. We’ve seen extended lead times on fleet vehicles as well as short windows for ordering.

Public Works Dept. – Dump/Plow Truck – \$300,000: The 2025 proposed budget includes replacement of a 2009 Dump/Plow Truck, outfitted with rear wing and belly blades. The last two Dump/Plow Trucks we’ve purchased have had over a year lead time.

Public Works Dept. – One-Ton Truck with Plow – \$135,000: The 2025 proposed budget includes replacement of a 2006 1-ton with plow. We’ve seen extended lead times on fleet vehicles as well as short windows for ordering.

Financial Impact:

Estimated \$1,274,750. If any of these items require payment in 2024, we presently have cash on-hand that could cover the total cost, so the requested pre-approval can be independent of the property tax levy.

Committee Discussion:

The potential for pre-approvals was noted at the City Council’s September 3 budget workshop; however, specific items were not discussed.

Attachments:

N/A



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempski – Public Works Director
Date: September 16, 2024
Item: Closed Meeting Pursuant to Minnesota Statutes 13D.05 subd. 3(c) to Develop Offers for Purchase of Real Property

Council Action Requested:

Council is requested to conduct a closed session meeting pursuant to Minnesota Statutes 13D.05 subd 3(c) to develop offers for purchase of real property based on the findings from the WTP Siting Study presented at the September 3rd City Council Meeting.

Background Information:

The Water Treatment Plant (WTP) Siting Study identified properties for potential purchase to serve as alternative solutions to the locations of WTP No. 2 (central) and WTP No. 3 (west) in the feasibility study. At the September 3rd City Council Meeting, a closed session meeting was determined to discuss the purchasing of properties identified in the siting study.