

**CITY OF HASTINGS  
CITY COUNCIL AGENDA**

**Tuesday, January 3, 2023**

**7:00 p.m.**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. Swearing in Elected Officials:**

**Mayor – Mary Fasbender**

**At-Large Councilmember – Angie Haus**

**At-Large Councilmember – Dave Pemble**

**V. DETERMINATION OF QUORUM**

**Recognition of Outgoing Commissioner – Scott Sinclair, HEDRA**

**VI. APPROVAL OF MINUTES**

Approve Minutes of the City Council regular meeting on December 19, 2022.

**VII. COMMENTS FROM THE AUDIENCE**

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

**VIII. COUNCIL ITEMS TO BE CONSIDERED**

**IX. 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: Approve Temporary One-Day Gambling Permit for Knights of Columbus Council 1600
3. Resolution: Approve Massage Therapist Renewal Application – Mary Stoffel
4. Appoint Public Safety Advisory Commissioner E. John Gunter
5. Approve Environment and Natural Resources Trust Fund Agreement – Lake Rebecca Project
6. Resolution: Approve Annual Banking Depository
7. Resolution: Approve Electric Funds Transfer Transactions
8. Resolution: Authorize Designee Signatures for Purposes of Banking Transactions
9. 2023-2024 City Council Committee Assignments by Mayor Mary Fasbender
10. Resolution: Accept Grant Donation from the Center for Resuscitation Medicine at the University of Minnesota to the Hastings Police Department
11. Declare Surplus Property and Authorize for Public Sale – Police Department
12. 1<sup>st</sup> Reading: Amend City Code 32.04 Disposition of Unclaimed Property

**X. 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.*

**XI. 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. Approve Micromobility License Applications
  - a. Bird Rides
  - b. Spin

**D. Public Safety**

**E. Administration**

1. Review Committee Meetings Calendar
2. Review Strategic Initiatives Process
3. Review City Legislative Priorities

**XII. UNFINISHED BUSINESS**

**XIII. NEW BUSINESS**

**XIV. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS**

**XV. ADJOURNMENT**

**Next Regular City Council Meeting: Tuesday, January 17, 2023 7:00 p.m.**

**Hastings, Minnesota  
City Council Meeting Minutes  
December 19, 2022**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, December 19, 2022 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4<sup>th</sup> Street, Hastings, Minnesota.

**Members Present:** Mayor Fasbender, Councilmembers Braucks, Folch, Fox, Lund, and Vaughan

**Members Absent:** Councilmember Leifeld

**Staff Present:** City Administrator Dan Wietecha  
Assistant City Administrator Kelly Murtaugh  
Community Development Director John Hinzman  
Police Chief Dave Wilske  
Parks & Recreation Director Chris Jenkins  
Public Works Director Ryan Stempki

**Approval of Minutes**

Mayor Fasbender asked if there were any additions or corrections to the minutes of the regular City Council meeting on December 5, 2022.

Minutes were approved as presented.

**Recognition of Milestone Employees**

**5 Years**

Jonathan Buck  
Richard Brown  
Patrick Diedrich  
Adam Harklerode  
Renier Steenkamp  
Alana Siebenaler  
David Wilske  
Scott Wittl

**15 Years**

Kathy Belisle  
Justin Fortney  
Adam Schumacher  
Al Storlie  
Joey Trautman  
John Townsend

**16 Years**

Chris Stone

**6 Years**

Michael Beard  
Brian Jansen

**20 Years**

John Hinzman

**10 Years**

Randy Gray  
Ryan Kline  
Patrick Lippert  
Jamie Stevens  
Robert Wargo

**30 Years**

Bill McNamara  
Gary Ruedy

**35 Years**

Mark Peine

**Recognition of Outgoing Commissioners:**

Todd Matzke, Planning Commission  
Scott Sinclair, HEDRA Commission  
Kathy Sovik-Siemens, Heritage Preservation Commission

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Bryon Ascheman, Public Safety Advisory Commission  
Jesse Starkson, Public Safety Advisory Commission  
Ben Spader, Parks & Recreation Commission  
Chelsea Piskor, Parks & Recreation Commission  
Dave Pemble, Parks & Recreation Commission

### **Dakota County Update, Commissioner Mike Slavik**

Slavik presented the annual update from Dakota County. He spoke of the property valuation and the changes in the metro, Dakota County, and Hastings. Slavik spoke briefly about the County budget for 2023, maintaining current services with a 1.9% levy increase. He spoke of the bison who were introduced to Spring Lake Park earlier this year and the upcoming public introduction in 2023. Slavik noted the continued work on the County Greenway system, with Vermillion River Greenway improvements coming to the area to benefit local trails and would fall under the responsibility of the County. Slavik thanked Council members for their support of a workforce townhouse development planned with the Dakota County Community Development Agency. He expressed gratitude to Councilmembers Braucks and Vaughan for their service on the Council.

### **Consent Agenda**

Councilmember Braucks motioned to approve the Consent Agenda as presented, seconded by Councilmember Vaughan.

6 Ayes, 0 Nays

1. Pay Bills as Audited
2. Appoint Public Safety Advisory Commissioner Andrew Cafilisch and Reappoint Public Safety Advisory Commissioner Melissa Blackstad
3. Appoint HEDRA Commissioner Estrella Carter
4. Reappoint Planning Commissioners Rob Halberg and Melanie Peters
5. Appoint Planning Commissioner Melissa McGrath
6. Appoint Heritage Preservation Commissioners Ashley Alitz Edell, Maggie McCoy, and Patricia Bremer and Reappoint Heritage Preservation Commissioner Richard Smith
7. Reappoint Parks & Recreation Commissioners Scott Zuzek and Carl Bower
8. Resolution No. 12-08-22: Approve Massage Therapy Establishment Renewals
9. Resolution No. 12-09-22: Approve Massage Therapist Renewals
10. Resolution No. 12-10-22: Accept Donation from James and Janice Weber to the Hastings Fire Department
11. Resolution No. 12-11-22: Accept Donation from Pat Moen Lawn Care, Inc. to the Hastings Fire Department
12. Resolution No. 12-12-22: Accept Donation from Craig and Dianna Chapman to the Hastings Fire Department
13. Declare Surplus Property and Authorize Public Sale – Fire Department
14. Approve Contract for Finance System Project
15. Resolution No. 12-14-22: Approve Final Payment – Hastings Public Works Storage Building
16. Resolution No. 12-13-22: Approve Edit to the 2023 City Final Budget and Levy
17. Approve Revised Hastings Access Corporation Operating Agreement
18. Approve Collection Rate Increase for Tennis Sanitation
19. Authorize Signature: Boat Harbor Lease Agreement with Hastings Marina, Inc.
20. Approve Budget Amendment: Parks and Recreation and Public Works Pickup Trucks.
21. Approve Budget Amendment: Backup Hot Water Feed Pump
22. Memorandum of Understanding - Rural Fire Association

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## **City Code Chapter 34: Fee Schedule**

Wietecha provided an overview of the request. Wietecha shared staff recommendation for several rates which is included in the 2023 budget. Wietecha shared in 2020, the City worked with Ehlers on a Utility Rate review which looked at the sustainability of our utility funds to cover projected capital needs over the next several years. The recommended increases are: 3.5% for water rates, 2% for sanitary sewer rates, and 4% for the Storm Water Fund.

Public Hearing opened at: 7:50 p.m.

Public Hearing closed at: 7:50 p.m.

Council discussion on the status of where the City is at in continuing the implementation of the original study plan for modest ongoing increases. Wietecha indicated these will be annual increases to avoid large changes. Wietecha shared there is a larger increase in sanitary sewer due to infrastructure improvement costs and upgrades. Councilmember Folch asked if future studies will include PFAS mitigation measures. Wietecha indicated that PFAS mitigation would be beyond the rate study.

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

## **City Code Chapters 152 and 158: Storm Water Management and Property Maintenance**

Stempski provided an overview of the request. Council is asked to review the Ordinance amendment to comply with the Federal Clean Water Act which requires small cities (called Municipal Separate Storm Sewer Systems or MS4) to submit a permit to discharge storm water into receiving water bodies. Several changes were required and are being implemented. The final change relates to property maintenance and design standards for construction projects. The ordinance changes clarify standards for managing storm water and define requirements for salt management requirements.

Public Hearing opened at: 7:58 p.m.

Public Hearing closed at: 7:59 p.m.

Council discussion on discussion with current developers in the City and in the impact of these changes. Stempski indicated that no discussion has been had with developers, but the changes reflect state-level requirements so there should be minimal impact.

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

## **Recognition of Representative Jurgens and Senator Bigham**

Mayor Fasbender recognized Representative Jurgens and Senator Bigham for their years of service to the citizens of Hastings.

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## **Recognition of Councilmembers Lori Braucks and Mark Vaughan**

Mayor Fasbender recognized and expressed appreciation to Councilmember Braucks and Councilmember Vaughan's service on the City Council.

- a. Joint Legislative House Resolution by Representative Jurgens and Senator Bigham  
Representative Jurgens and Senator Bigham shared a Joint Legislative Resolution for Councilmember Braucks and Councilmember Vaughan.
- b. Former Mayor Hicks recognized the efforts of Councilmembers Braucks and Vaughan.  
Former Mayor Paul Hicks recognized Councilmembers Braucks and Vaughan for their years of service to the citizens of Hastings.
- c. Mayor Fasbender and Councilmembers recognized outgoing Councilmembers Braucks and Vaughan.  
Mayor Fasbender expressed appreciation to Councilmembers Braucks and Vaughan. Mayor Fasbender presented a City Hall Photo by Hastings City Council.

Councilmember Folch, Fox, and Lund acknowledged Councilmember Braucks and Vaughan for their diligent service and collaboration.

Councilmembers Braucks and Vaughan thanked everyone for their words, staff for their assistance and knowledge, and their families for their support.

### **Announcements**

- Santa will accompany the Hastings Police Department as they drive through town in the decorated command vehicle, following the addresses in the Show us How You Shine holiday lights display on December 22, with several stops for Santa to visit with children and families.
- Recycle your old lights with the Hastings Holiday Lights Drop Off Collection. Residents can drop-off their unwanted light strands at the Joint Maintenance Facility, 920 – 10<sup>th</sup> Street West, during the holiday season through January 31.
- City Offices will be closed Monday, December 26, and Monday, January 2.
- I wish everybody a happy and safe holiday season.

### **Meetings**

- Heritage Preservation Commission Meeting on Tuesday, December 20, 2022 at 7:00 p.m.
- Arts Task Force on Wednesday, December 21, 2022 at 6:00 p.m. - Cancelled
- Planning Commission Meeting on Monday, December 27, 2022 at 7:00 p.m. - Cancelled
- City Council Regular Meeting on Tuesday, January 3, 2022 at 7:00 p.m.

Councilmember Vaughan motioned to adjourn the meeting at 8:37 PM, seconded by Councilmember Braucks. Ayes 6; Nays 0.

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Kelly Murtaugh, City Clerk

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Mary D. Fasbender, Mayor

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***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members

**From:** Connie Lang – Accountant

**Date:** 12/29/2022

**Item:** Disbursements

**Council Action Requested:**

Staff requests:

Council review of November 2022 CC payments.

Council review of weekly routine disbursements issued 12/27/2022.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 01/04/2023.

**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:**

November 2022 CC Payments	\$	30,562.08
Disbursement checks, EFT issued on 12/27/2022	\$	479,396.12
Disbursement checks, EFT to be issued on 01/04/2023	\$	33,885.40

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** • Council Reports

## November 2022 Credit Card Purchases

Date	Vendor	Amount	Account	Description
11/23/2022	Minnesota State Parks	100.00	101-240-2020-6450	prize for staff recognition
11/23/2022	Amzn Mktp US Hw5vh90c1	135.92	101-201-2010-6217	Award Frames/Christmas Lighting for Mobile Command Vehicle
11/21/2022	Mattress Galaxy Inc	4,940.00	101-140-1406-6561	4 new mattresses for fire station dorms
11/23/2022	Vzwrlss My Vz Vb P	35.01	101-105-1051-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	35.03	101-107-1071-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	40.03	101-160-1601-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	257.33	101-230-2301-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	679.10	101-201-2010-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	40.01	101-300-3100-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	500.14	213-210-2100-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	75.02	200-401-4440-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	250.07	600-300-3300-6321	Verizon Air Cards
11/23/2022	Vzwrlss My Vz Vb P	35.01	600-300-3300-6321	Verizon Air Cards
11/22/2022	Amzn Mktp US Hw0g17zg1	48.99	101-160-1601-6217	Cable Crimper
11/22/2022	Liberty Tire Services	143.25	200-401-4447-6350	tire disposal
11/22/2022	Robert Half Intl	1,125.40	101-120-1201-6103	Temp salary
11/22/2022	Amzn Mktp US H150r62x2	69.99	200-401-4440-6218	clothing
11/22/2022	Amzn Mktp US H19f63k32	63.68	101-160-1601-6217	10x high speed USB-C cables, mostly for PD patrol rm.
11/22/2022	Signarama	105.25	101-102-1021-6450	New Council Chamber signs for newly elected councilmembers
11/23/2022	Vzwrlss My Vz Vb P	41.15	101-140-1401-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	87.30	101-150-1501-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	46.15	101-160-1601-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	1,295.65	101-201-2010-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	41.15	101-230-2301-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	41.15	101-300-3100-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	32.23	101-301-3200-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	73.38	200-401-4440-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	96.69	213-210-2100-6321	Verizon Cell Phones
11/23/2022	Vzwrlss My Vz Vb P	123.45	600-300-3300-6321	Verizon Cell Phones
11/22/2022	Vertical Endeavors Blm	50.00	101-240-2020-6450	prize for staff rec party
11/22/2022	Walgreens #5048	8.55	101-107-1061-6450	photos for Council recognition frames for Braucks and Vaughan
11/22/2022	Vertical Endeavors Blm	50.00	101-240-2020-6450	saw prize from staff recognition
11/21/2022	Sq Port Of Hastings O	96.41	101-240-2020-6450	prizes for staff rec party from saw funds
11/21/2022	Department Of Labor An	85.00	101-230-2301-6323	class
11/21/2022	Iacp	190.00	101-201-2010-6433	IACP Membership
11/21/2022	Centurylink	38.68	101-160-1601-6321	phone
11/21/2022	Icm3 Online	149.00	101-105-1051-6323	webinar - building the emergency service team for today and future
11/18/2022	Full Source Llc	85.86	101-230-2301-6240	hard hat
11/18/2022	Innovative Office Solu	62.84	101-201-2010-6201	Office Supplies 2 of 2 Deliveries (cups)
11/19/2022	Amzn Mktp US H14ct6fdb1	61.98	101-160-1601-6217	Phone case and external hard drive
11/18/2022	J2 Elafx Corporate Svc	104.95	213-220-2200-6433	Faxing service used to fax EMS reports to receiving hospitals
11/18/2022	Fusion Learning Partne	840.00	101-160-1601-6353	Government IT Symposium registration for Adam, Quentin, and myself
11/17/2022	Tool Experts, Inc.	66.84	101-230-2301-6240	smoke matches
11/16/2022	Spiral Natural Foods	107.00	101-240-2020-6450	snack baskets from spiral foods - gave us \$50 in free snacks so bill is less
11/17/2022	Usa Clean By Jon-Don	100.47	615-401-4103-6353	Parts for Kivac
11/17/2022	Prosafety Inc	114.96	101-230-2301-6240	shoe covers
11/18/2022	Amzn Mktp US H19eg86n0	30.98	101-201-2010-6201	Clock replacement
11/16/2022	Robert Half Intl	899.98	101-120-1201-6103	Temp wages
11/16/2022	Amzn Mktp US Hb1ej5662	57.49	200-401-4440-6217	metal plates for arrows at disc golf course
11/16/2022	Innovative Office Solu	51.74	101-201-2010-6201	Office Supplies 1 of 2 Deliveries (tape/calendars)
11/16/2022	Coborns Superstore	31.64	615-401-4103-6254	Concession Supplies
11/16/2022	Valley Chevy Of Hastin	200.32	213-210-2100-6217	Guard package for staff vehicle #2
11/16/2022	Sunbelt Rentals #1042	-6.23	401-401-4101-6311	credit for lift rental for CIF project scoreboard installation
11/16/2022	Comcast Cable Comm	84.90	101-160-1601-6308	cable
11/15/2022	Uline Ship Supplies	380.03	600-300-3300-6357	Bags
11/11/2022	Hastings Automotivain	225.90	101-230-2301-6354	repairs jerrys
11/13/2022	Eig Constantcontact.Co	42.75	101-160-1061-6310	Monthly e-newsletter subscription fee.
11/10/2022	Minnesota State Colleg	575.00	101-300-3100-6323	Justin Wolfe MNDOT Training
11/10/2022	Robert Half Intl	1,093.78	101-120-1201-6103	Temp Salary
11/10/2022	Amazon.Com Hb08v7bo0 A	1,283.06	101-300-3100-6353	drinking fountain replacement
11/09/2022	Menards Cottage Grove	54.82	101-140-1404-6581	filters J.M. = \$41.94 misc. hand tools C.H. \$54.82
11/09/2022	Menards Cottage Grove	41.94	200-401-4447-6350	filters J.M. = \$41.94 misc. hand tools C.H. \$54.82
11/09/2022	The Home Depot #2810	470.30	101-140-1404-6581	hammer drill and band saw
11/10/2022	Minnesota State Colleg	500.00	101-300-3100-6323	Justin Wolfe MNDOT Training
11/09/2022	Kwik Trip 24900002493	69.04	213-210-2100-6217	Food for firefighters after structure fire on Sandpiper Circle
11/09/2022	Wal-Mart #1472	53.60	213-210-2100-6217	Bottled water - station supplies
11/09/2022	Batteries Plus - #0032	27.53	101-300-3100-6353	Battery for public works fire panel
11/09/2022	Sherwin Williams 70301	130.91	200-401-4440-6350	paint
11/08/2022	Menards Cottage Grove	1,170.60	200-401-4440-6228	construction materials
11/08/2022	Amzn Mktp US Amzn.Com/	-13.37	101-140-1404-6217	cell phone case return
11/07/2022	Menards Cottage Grove	59.14	101-140-1406-6353	Paint supplies for doors and frames
11/08/2022	4imprint, Inc	493.48	101-107-1052-6312	Items for career fair
11/08/2022	Wal-Mart #1472	32.96	101-140-1401-6217	3 ring binders, cell phone screen protector and case
11/07/2022	Fleet Farm 6500	291.28	200-401-4440-6228	rakes and shovels for cleanups
11/08/2022	Amzn Mktp US H22xh4ni2	69.99	101-140-1404-6353	Lutron fan control
11/05/2022	Amzn Mktp US H27f22qy0	206.97	200-401-4452-6217	desks for warming houses
11/03/2022	Oglebay Lodging	218.75	200-401-4440-6323	nrpa event management classes
11/06/2022	Amzn Mktp US H20b74fk2	190.67	101-140-1404-6581	101-140-1404-6581: 149.90+2.89= \$152.79 Tool 101-140-1401-6217: \$34.78+3.1(
11/03/2022	Robert Half Intl	609.28	101-120-1201-6103	Temp salary
11/03/2022	Minnesota State Colleg	575.00	101-300-3100-6323	Bo Schuette MNDOT Training
11/03/2022	Sq Ez Sharp	596.00	615-401-4103-6210	Sharpening wheels
11/02/2022	The Home Depot #2810	667.01	101-140-1404-6581	toolbox for P.D. tools for truck
11/03/2022	Sunbelt Rentals #782	1,422.83	401-401-4101-6311	Lift rental for CIF project scoreboard installation.
11/02/2022	Department Of Labor An	85.00	101-230-2301-6323	class
11/02/2022	Wpy American Public Wo	366.90	101-300-3100-6323	John Caven - APWA Fall Conference
11/02/2022	Eb 2018 Ibc Care Faci	260.00	101-230-2301-6323	class
11/02/2022	Supplyhouse.Com	219.34	101-140-1404-6353	Belimo Actuator for outside damper for C.H. Boilers
11/01/2022	Minnesota State Colleg	500.00	101-300-3100-6323	Bo Schuette Agg Production Certification
11/01/2022	Department Of Labor An	45.00	101-230-2301-6323	class
11/01/2022	Tennis Sanitation Lic	139.33	101-401-5001-6311	Recycle/garbage
11/01/2022	Amzn Mktp US H082l5u71	129.02	200-401-4440-6240	garage door openers for parks shop
10/27/2022	Kwik Trip 24900002493	34.88	213-210-2100-6212	Fuel for brush truck 1
10/30/2022	Amzn Mktp US H047v8oh2	292.14	101-140-1404-6581	Air compressor portable, hose and blow gun
10/30/2022	Amzn Mktp US H00mu3yu0	89.06	101-201-2010-6201	Office Supplies: Invest - flash drives



10/29/2022	Amzn Mktp US H03e17vu1	34.26	101-140-1401-6217	Hardness water test kit
10/28/2022	Wm Supercenter #1472	666.00	213-210-2100-6580	3 TV's for station alerting project
10/31/2022	Amzn Mktp US H26ei1cc0	70.36	213-210-2100-6580	3 TV mounts for TV's used for station alerting project
10/30/2022	Amzn Mktp US H22052cq0	64.75	101-160-1601-6353	Printer toner for elections kyocera
10/29/2022	Hometown Ace Hardware	19.42	213-210-2100-6217	station alerting project supplies
10/28/2022	Timken Belts By V Belt	134.76	615-401-4103-6353	Cooling tower belt
10/28/2022	Green Mill Restaurant	204.98	200-401-4460-6494	pizza for volunteers at halloween event
10/26/2022	Duluth Holiday Inn	318.95	213-210-2100-6323	Lodging for Paulson at chief's conference
10/30/2022	Terry S Hardware	49.26	101-201-2010-6217	This is the cost to refill two 20 lb. propane tanks at Terry's Hardware store for the E
10/26/2022	Duluth Holiday Inn	-318.95	213-210-2100-6323	Refund for room charges at Chief's conference
10/29/2022	Uline Ship Supplies	206.20	101-201-2010-6217	Evidence room supplies
10/27/2022	The Home Depot #2810	499.77	101-140-1404-6581	Drills, tool storage, misc. items
10/28/2022	Pioneer Press Circ	12.00	101-107-1061-6433	November billing for newspaper subscription
10/27/2022	Menards Cottage Grove	-22.98	615-401-4103-6217	Furnace Parts Return
10/28/2022	Wm Supercenter #1472	16.42	200-401-4460-6494	Halloween Party supplies
10/27/2022	Wm Supercenter #1472	149.55	213-210-2100-6211	Station cleaning supplies
10/27/2022	Wpy American Public Wo	393.03	101-300-3100-6323	APWA Fall Conference
10/27/2022	Amzn Mktp US H09hm6vh0	129.02	200-401-4447-6350	garage door openers
10/27/2022	Cub Foods #1635	55.08	101-240-2020-6450	SAW Committee healthy eating
10/27/2022	Cub Foods #1635	8.38	101-201-2010-6217	SAW Committee healthy eating
	TOTAL	30,562.08		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>VIII-01</b>
NON-DEPARTMENTAL	GENERAL	METROPOLITAN COUNCIL ENVIRONMENTAL SER	SAC DEFERRAL (LIGHTBOURN P	443.09
			SAC DEFERRAL (LIGHTBOURN P	443.09
			NOVEMBER SAC	270,865.00
			TOTAL:	271,751.18
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	61.32
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	22.10
		GRAPHIC DESIGN	BUSINESS CARD-CITY HALL	99.00
			BUSINESS CARD-CITY HALL	60.00
			TOTAL:	242.42
CITY CLERK	GENERAL	I/O SOLUTIONS, INC.	FAX ANSWER SHEETS FOR SCOR	30.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	13.35
			JAN 2023 LTD PREMIUM	47.03
		UNITED PROMOTIONS	MUGS	242.95
		DAKOTA COUNTY PROPERTY RECORDS	2022 ELECTIONS EQUIPMENT	5,688.96
		GRAPHIC DESIGN	2022 CAREER FAIR FLYER	243.00
		VITAL WORKLIFE	EAP SOLUTION-JAN-DEC 2023	3,252.48
			TOTAL:	9,517.77
FINANCE	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	64.95
			TOTAL:	64.95
LEGAL	GENERAL	CAMPBELL KNUTSON, P.A.	NOV 2022 LEGAL FEES	10,697.65
			TOTAL:	10,697.65
FACILITY MANAGEMENT	GENERAL	GILBERT MECHANICAL CONTRACTORS, INC.	P.D.HEATING AND AUTOMATION	357.50
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	12.13
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	81.13
		DALCO	F.C. URINAL SCREENS	72.74
			JANITORIAL SUPPLIES	177.56
			JANITORIAL SUPPLIES	177.56
		FERGUSON ENTERPRISES INC	FERGUSON C.H. BOILER PARTS	35.29
		SHERWIN-WILLIAMS	P.D. EXTERIOR DOOR PAINT	79.01
			F.D. EXTERIOR DOOR PAINT	332.08
		TERRYS HARDWARE, INC.	TOOLS AND SCREWS	57.42
			BOILER REPAIR PARTS AND TO	15.04
			TOTAL:	1,397.46
COMMUNITY DEVELOPMENT	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	19.03
			TOTAL:	19.03
I.T.	GENERAL	OFFICE OF MN.IT SERVICES	NOV 2022 WAN USAGE	515.15
		PRO-TEC DESIGN, INC.	ASSISTANCE ARCHIVING BALLO	255.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	50.70
		FOXIT CORPORATION	FOXIT ANNUAL MAINT. (37 LI	1,110.52
		GRANICUS, LLC	GRANICUS 2023 ANNUAL MAINT	10,818.15
		DAKOTA COUNTY FINANCIAL SERVICES	NOV 2022 IT LEASE	250.00
			TOTAL:	12,999.52
POLICE	GENERAL	DAKOTA COUNTY TREASURER-AUDITOR	NOV 2022 RADIO LICENSE FEE	1,703.09
		SYMBOLARTS, LLC	POLICE INV. BADGE	125.00
		LOGIS/LOCAL GOVERNMENT INFORMATION SYS	NOVEMBER, 2022 STATEMENT	3,209.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	616.94
		ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES	442.97
			MONTHLY LEASE CHARGES	409.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>VIII-01</b>
			MONTHLY LEASE CHARGES	398.71
			MONTHLY LEASE CHARGES	520.24
			MONTHLY LEASE CHARGES	541.29
			MONTHLY LEASE CHARGES	398.71
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	3,448.81
		STREICHERS	2023 9MM PRACTICE AMMO	<u>4,813.80</u>
			TOTAL:	16,627.60
BUILDING & INSPECTIONS GENERAL		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	81.33
			JAN 2023 LTD PREMIUM	14.77
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	<u>220.15</u>
			TOTAL:	316.25
PUBLIC WORKS	GENERAL	GILBERT MECHANICAL CONTRACTORS, INC.	P.W. AUTOMATION FOR AHU	161.50
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	41.01
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	<u>48.67</u>
			TOTAL:	251.18
PUBLIC WORKS STREETS	GENERAL	JOHN HENRY FOSTER MN, INC.	VALVE	208.19
		SAFE-FAST, INC.	GLOVES	150.80
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	69.73
		BRAUN INTERTEC	2022 MILL & OVERLAY	685.00
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	6,035.17
		DALCO	JANITORIAL SUPPLIES	177.58
		ENVIRONMENTAL EQUIPMENT	CURTAIN SET	418.82
		LITTLE FALLS MACHINE INC	PINS, BOLTS, NUTS	160.64
		CITY OF ST PAUL	ASPHALT 3.00 TON	<u>254.58</u>
			TOTAL:	8,160.51
PUBLIC WORKS STR. LIGH	GENERAL	DAKOTA ELECTRIC ASSN	ELECTRIC	<u>3,014.61</u>
			TOTAL:	3,014.61
PARKS & RECREATION	PARKS	O'REILLY AUTOMOTIVE	BLADE FOR HOLDER	26.56
		WILDSIDE GRAPHIX	DECALS FOR TRUCKS	188.00
		AA AUTO TECHNICIANS, INC.	CREW CAB REPAIR	847.65
		CRESCENT ELECTRIC SUPPLY COMPANY	BREAKERS FOR WALLIN	65.69
		CITY OF ROSEMOUNT	SHARED RECYCLING COORDINAT	8,577.90
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	151.72
		HOMETOWN ACE HARDWARE	SUPPLIES FOR PIONEER	23.37
			MISC SUPPLIES	64.84
			FILTER AND SHOVEL	71.48
			LP FOR SHOP	19.79
		ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES	3,110.95
			MONTHLY LEASE CHARGES	3,110.95
		SPIN CITY LAUNDROMAT, LLC.	WASHED RAGS	25.00
		MIDWEST MACHINERY CO	CHAIN FOR BROOM	2.92
		FRIENDS OF THE MISSISSIPPI RIVER	RESTORATION SW PART POND B	5,400.00
			PARK RESTORATION	15,300.00
		GERLACH OUTDOOR POWER EQUIP	BELT FOR ZERO TURN	55.36
		MOSENG LOCKSMITHING	LOCKS FOR CP DISC GOLF	366.55
		SOLBERG AGGREGATE COMPANY	AGGREGATE	25.52
		TERRYS HARDWARE, INC.	5910 REPAIRS	28.94
			TURNING KNOB FOR 5910	16.99
			MISC SUPPLIES	33.55
		WERNER IMPLEMENT CO INC	CHAIN FOR BROOM	<u>44.79</u>
			TOTAL:	37,558.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>VIII-01</b>
PARKS & RECREATION	AQUATIC CENTER	HASTINGS FIRE & SAFETY	FIRE EXTINGUISHER	55.75
		W W GOETSCH ASSOCIATES INC	PUMP REPAIRS	800.00
			PUMP REPAIRS	4,302.00
			TOTAL:	5,157.75
CABLE	CABLE TV	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	2.36
			TOTAL:	2.36
HERITAGE PRESERVATION	HERITAGE PRESERVAT	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	4.49
			TOTAL:	4.49
FIRE	FIRE & AMBULANCE	DAKOTA COUNTY TREASURER-AUDITOR	NOV 2022 RADIO LICENSE FEE	1,213.16
		LOGIS/LOCAL GOVERNMENT INFORMATION SYS	NOVEMBER, 2022 STATEMENT	318.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	61.96
		HEALTH STRATEGIES	HEP B VACCINES	1,020.00
		CITY OF BURNSVILLE	RENTAL OF ABLE TRAINING FC	5,940.00
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	1,410.25
		MACQUEEN EQUIPMENT, INC.	GLOBE HOOD BAR FOR ENGINE	1,201.66
			TOTAL:	11,165.03
AMBULANCE	FIRE & AMBULANCE	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	251.20
		McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	87.69
			MEDICAL SUPPLIES	985.06
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,282.71
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	2,052.53
		NINETY-FOUR SERVICES INC.	BACK-UP LIGHT FOR MEDIC 2	41.40
		LINDE GAS & EQUIPMENT INC.	OXYGEN	163.93
			TOTAL:	4,864.52
LEDUC	LEDUC HISTORIC EST	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	2.14
			TOTAL:	2.14
PARKS & RECREATION	PARKS CAPITAL PROJ	ISG	LAKE ISABEL PARK PROJECT	1,002.50
		AIM ELECTRONICS	CIF ARENA SCOREBOARD	295.00
		CEMSTONE PRODUCTS CO.	CIF - BATTING CAGES @ VETS	625.18
		SOLBERG AGGREGATE COMPANY	CIF VETS	29.02
			VETS CIF	38.25
			ISABEL PARK PROJECT	756.64
			AGGREGATE	30.08
			AGGREGATE	696.44
			AGGREGATE	251.28
			TOTAL:	3,724.39
ECONOMIC DEVELOPMENT	HEDRA	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	34.63
		CLEAN VAPOR LLC	VAPOR INTRUSION MITIGN.-PA	39,700.00
			TOTAL:	39,734.63
PUBLIC WORKS	2023 IMPROVEMENTS	MSA PROFESSIONAL SERVICES, INC.	23-1 FIELD TOPO WORK	14,023.10
		BRAUN INTERTEC	2023/24 GEOTECH PAVEMENT E	2,006.25
			TOTAL:	16,029.35
PUBLIC WORKS	WATER	HAWKINS INC	FLOURIDE, CHLORINE	2,630.78
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	71.49
		ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES	2,748.06
		CITY OF BLOOMINGTON	BACT SAMPLING-NOVEMBER	286.00
		DAKOTA COUNTY TREAS-AUDITOR	NOV 2022 FUEL	1,119.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>VIII-01</b>
		GRAPHIC DESIGN	SECOND NOTICE POSTCARD SHE	368.67
		HACH COMPANY	NITRATAX SENSOR	3,000.00
		NIEBUR TRACTOR & EQUIPMENT, INC.	POLE SAWS, POWER HEADS	1,257.95
			TOTAL:	11,482.23
PUBLIC WORKS	WASTEWATER	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	50.98
		HOMETOWN ACE HARDWARE	DUCT TAPE	17.98
			LEVEL	11.69
			MULTI-USE TORCH KIT	32.39
			TAPE MEASURE	21.59
		ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES	3,033.63
		GRAPHIC DESIGN	SECOND NOTICE POSTCARD SHE	368.67
			TOTAL:	3,536.93
PUBLIC WORKS	STORM WATER UTILIT	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	53.05
		BARR ENGINEERING CO.	REVIEW VRWJPO DRAFT ORD, E	960.00
			REVIEW VRWJPO DRAFT ORD, E	1,740.00
		GRAPHIC DESIGN	SECOND NOTICE POSTCARD SHE	368.66
			TOTAL:	3,121.71
PARKS & RECREATION	ARENA	HUEBSCH LAUNDRY CO.	ENTRY RUG SERVICE	38.63
			ENTRY RUG SERVICE	38.63
		SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	30.86
		USS MN V MT LLC	NOV 22 HUBERS SOLAR GARDEN	3,986.87
		USS MN VII MT LLC	WILDCAT SOLAR GARDEN-NOV	565.97
		VAN METER INC	PARKING LOT LIGHT	172.69
		FARMER BROS CO.	CONCESSION SUPPLIES	402.92
		GRAPHIC DESIGN	RINK AD BANNER	106.00
		R & R SPECIALTIES, INC.	BLADE SHARPENING	65.00
			TOTAL:	5,407.57
PUBLIC WORKS	HYDRO ELECTRIC	SUN LIFE ASSUANCE COMPANY OF CANADA	JAN 2023 LTD PREMIUM	6.54
		USS MN VII MT LLC	WILDCAT SOLAR GARDEN-NOV	2,537.83
			TOTAL:	2,544.37

===== FUND TOTALS =====

101	GENERAL	335,060.13
200	PARKS	37,558.52
201	AQUATIC CENTER	5,157.75
205	CABLE TV	2.36
210	HERITAGE PRESERVATION	4.49
213	FIRE & AMBULANCE	16,029.55
220	LEDUC HISTORIC ESTATE	2.14
401	PARKS CAPITAL PROJECTS	3,724.39
407	HEDRA	39,734.63
483	2023 IMPROVEMENTS	16,029.35
600	WATER	11,482.23
601	WASTEWATER	3,536.93
603	STORM WATER UTILITY	3,121.71
615	ARENA	5,407.57
620	HYDRO ELECTRIC	2,544.37
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	GRAND TOTAL:	479,396.12
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>VIII-01</b>
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	49.98
		PROFESSIONAL DEVELOPMENT ACADEMY, LLC	ICMA HIGH PERFORM. LEADERS	7,580.00
			TOTAL:	7,629.98
FACILITY MANAGEMENT	GENERAL	SPIN CITY LAUNDROMAT, LLC.	C.H. TOWELS	18.00
		TOTAL MECHANICAL SERVICES, INC.	C.H. BOILER REPAIR	603.75
			P.D. BOILER REPAIR	1,748.00
			C.H. BOILER REPAIRS	1,238.00
		TERRYS HARDWARE, INC.	F.C. TOOLS	344.87
			F.D. FILTERS, TUBE, GLOVES	98.71
			F.D. PART	10.32
			TOTAL:	4,061.65
I.T.	GENERAL	ADAM SCHUMACHER	MILEAGE FOR 2022	86.32
		QUENTIN NELSON	2022 MILEAGE	128.77
			2022 MILEAGE	10.00
		DAVE HOKSTAD	2022 MILEAGE	119.12
			2022 MILEAGE	10.00
			TOTAL:	354.21
POLICE	GENERAL	PATRICK DIEDRICH	SAFETY BOOTS	200.00
			TOTAL:	200.00
SAFETY	GENERAL	HASTINGS GOLF COURSE	FOOD FOR EMPLOYEE RECOGNIT	1,788.50
			TOTAL:	1,788.50
PUBLIC WORKS STREETS	GENERAL	ALEX KIEFFER	PESTICIDE LICENSE	10.00
			TOTAL:	10.00
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	JMF FIRST AID SUPPLIES	152.43
		REINDERS INC.	SALT FOR CITY HALL	465.50
		CRESCENT ELECTRIC SUPPLY COMPANY	LIGHT SWITCHES FOR JMF	154.54
		SCHLOMKA'S PORTABLE RESTROOMS & MOBILE	NOVEMBER RENTALS	294.00
		HOMETOWN ACE HARDWARE	GLOVES FOR CORY	35.98
		NAPA AUTO PARTS	ANTIFREEZE	9.99
			CERAMIC WAX FOR HOLDER	16.29
			MISC. SHOP SUPPLIES	44.76
			RELAY AND BATTERY	29.61
			TOGGLE	12.49
			HOSE REPAIR ON TOOL CAT	26.28
		THEODORE LUCAS	TJ BOOTS	200.00
		VAN METER INC	BULBS FOR RINKS	464.45
		ARCHER MECHANICAL. LLC	REPLACE MOTOR ON HEATER	2,351.72
		GERLACH OUTDOOR POWER EQUIP	SWITCH FOR SALTER	64.20
		NINE EAGLES PROMOTIONS	TIM CLOTHES	325.00
			TERRY CLOTHES	79.00
			TJ LUCAS CLOTHES	155.00
			CLOTHES FOR DAVE	396.00
		PRECISION LANDSCAPING & CONSTRUCTION	PLOW REPAIR	477.50
			TOTAL:	5,754.74
AMBULANCE	FIRE & AMBULANCE	MISCELLANEOUS V TINA ELISENMENGER	TINA ELISENMENGER:REFUND A	981.27
			TOTAL:	981.27
LEDUC	LEDUC HISTORIC EST	TERRYS HARDWARE, INC.	L.D. PARTS	166.60
			L.D. PARTS	67.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	<del>234.26</del> <b>VIII-01</b>
PARKS & RECREATION	PARKS CAPITAL PROJ	HFC UNITED	CIF PROJECT	3,738.00
			TOTAL:	3,738.00
ECONOMIC DEVELOPMENT	HEDRA	MARK VAUGHAN	MEETING COMPENSATION-11 MT	11.00
		LORI BRAUCKS	MEETING COMPENSATION-11 MT	11.00
		MARTHA SULLIVAN	MEETING COMPENSATION-4 MTG	4.00
		SCOTT SINCLAIR	MEETING COMPENSATION-6 MTG	6.00
		BRUCE GOBLIRSCH	MEETING COMPENSATION-11 MT	11.00
		MARGARET HORSCH	MEETING COMPENSATION-9 MTG	9.00
		BEN ANDERSON	MEETING COMPENSATION-4 MTG	4.00
		TREVOR JOHNSON	MEETING COMPENSATION-10 MT	10.00
			TOTAL:	66.00
PUBLIC WORKS	STORM WATER UTILIT	LANDBRIDGE ECOLOGICAL, INC.	22 SPIRAL BLVD RAINGARDEN	3,205.00
			TOTAL:	3,205.00
PARKS & RECREATION	ARENA	WATSON COMPANY	CONCESSION SUPPLIES	1,170.18
		QUALITY PROPANE OF MN	PROPANE	133.36
		NINE EAGLES PROMOTIONS	SWEATSHIRTS FOR JEFF	150.00
		R & R SPECIALTIES, INC.	BLADE SHARPENING	132.50
		SYSCO, MINNESOTA	CONCESSION SUPPLIES	1,739.80
			CONCESSION SUPPLIES	1,144.06
		TERRYS HARDWARE, INC.	LIGHT BULBS	14.98
			PLUMBING PARTS	15.97
			SOCKET ADAPTER	11.98
			TOTAL:	4,512.83
MISCELLANEOUS	INSURANCE FUND	LEAGUE OF MN CITIES INS TRST	WORKERS COMP	1,149.16

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER	DUNKEL, ALFRED	US REFUNDS	61.61
		WALSH, DENNIS	US REFUNDS	12.09
		GILLARD, GERMAIN	US REFUNDS	110.00
		STICKLER, GREGORY	US REFUNDS	16.10
			TOTAL:	<u>1,348.96</u>

VIII-01

===== FUND TOTALS =====

101	GENERAL	14,044.34
200	PARKS	5,754.74
213	FIRE & AMBULANCE	981.27
220	LEDUC HISTORIC ESTATE	234.26
401	PARKS CAPITAL PROJECTS	3,738.00
407	HEDRA	66.00
600	WATER	199.80
603	STORM WATER UTILITY	3,205.00
615	ARENA	4,512.83
705	INSURANCE FUND	1,149.16

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 GRAND TOTAL: 33,885.40  
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*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: January 3, 2023**  
**Item: One-Day Temporary Gambling Permit for Knights of Columbus, Council 1600**

**Council Action Requested:**

Approve the attached resolution approving the one-day temporary gambling permit for the Knights of Columbus, Council 1600.

**Background Information:**

The Knights of Columbus submitted an application for a one-day temporary gambling permit for April 22, 2023 for a raffle to be held at St. Elizabeth Ann Seton Catholic Church, 2035 15<sup>th</sup> Street West.

**Financial Impact:**

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

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 01 - - 23**

**RESOLUTION APPROVING THE APPLICATION BY  
KNIGHTS OF COLUMBUS, COUNCIL 1600 FOR A  
TEMPORARY ONE-DAY GAMBLING PERMIT**

**WHEREAS**, the Knights of Columbus, Council 1600 has presented an application to the City of Hastings for a one-day temporary gambling permit on April 22, 2023 to be held at St. Elizabeth Ann Seton Catholic Church, 2035 15<sup>th</sup> Street West, Hastings; and;

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

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

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

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

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 3<sup>RD</sup>  
DAY OF JANUARY, 2023.**

ATTEST:

\_\_\_\_\_  
Mary D. Fasbender, Mayor

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



## *City Council Memorandum*

**To:** Mayor Fasbender & City Councilmembers  
**From:** Emily King  
**Date:** January 3, 2023  
**Item:** Approve Massage Therapist Renewal License for Mary Stoffel

**Council Action Requested:**

Approve the attached resolution approving a Massage Therapist Renewal License for Mary Stoffel.

**Background Information:**

City Code Chapter 116 requires that massage therapists practicing within the City of Hastings be licensed annually. The licensing period for a massage therapist is January 1 through December 31.

The City has received and reviewed an application for massage therapist license renewal by Mary Stoffel for the January 1, 2023 - December 31, 2023 licensing period. Approvals and issuance of licenses are contingent upon the City receiving all license fees, required documents and completion of a criminal background investigation conducted by the Hastings Police Department.

**Financial Impact:**

The application fee has been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 01 - - 23**

**A RESOLUTION APPROVING MASSAGE THERAPIST RENEWAL LICENSE  
FOR MARY STOFFEL**

**WHEREAS**, Mary Stoffel has made application for a massage therapist renewal license; and

**WHEREAS**, approval and issuance are contingent upon the City receiving all license fees, required documents, and completion of a criminal background investigation conducted by the Hastings Police Department.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Hastings that Mary Stoffel be a licensed massage therapist for the January 1, 2023 through December 31, 2023 licensing period, unless revoked by City Council.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 3RD DAY  
OF JANUARY 2023.**

\_\_\_\_\_  
Mary D. Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, Clerk



***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members

**From:** David D. Wilske, Chief of Police

**Date:** January 3rd, 2023

**Item:** Public Safety Advisory Commissioner Appointment

**Council Action Requested:**

Council is asked to appoint E. John Gunter to a two-year term on the Public Safety Advisory Commission.

**Background Information:**

Mr. Gunter participated in an oral interview before a panel consisting of City Councilmember Leifeld, PSAC Chair Dolores Pemble, City Administrator Dan Wietecha, and Police Chief Dave Wilske. At the conclusion of the interview, the panel unanimously recommended Gunter. John will begin his term commencing 01/01/2023 to 12/31/2024 and will take the place of Jesse Starkson, who stepped down from the Commission due to other commitments.

**Financial Impact:**

None

**Advisory Commission Discussion:**

Public Safety Advisory Commission Chair, Pemble.

**Council Committee Discussion:**

N/A

**Attachments:**

Advisory Commission Interest Form



**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: December 19, 2022**  
**Item: ENTRF Agreement – Lake Rebecca Project**

**Council Action Requested:** Approve the attached ENTRF Agreement to fund the Lake Rebecca Restoration Project for \$1,000,000.00.

**Background Information:** Lake Rebecca Park and the surrounding areas are in need of ecological help to enhance habitat and help enhance the passive recreation areas. To that end, the City applied for an LCCMR grant to complete this effort, and we have been awarded a \$1m grant for that purpose.

Along with applying for the grant, the City also negotiated a land donation of a 14.13-acre parcel of land previously owned by Flint Hills Resources to include into this restoration project.

The grant award allocates \$150,000.00 for planning and engineering purposes and \$850,000.00 for the work product, and all work must be completed by June 2025.

Once fully executed, staff will begin the processes to engage with consultants and stakeholders to develop the planning and bidding documents, and kick this project off.

Staff recommend approving this grant agreement, which has been reviewed and approved by the City Attorney.

**Financial Impact:** \$1,000,000.00 in positive grant funding to support planning and work product.

**Advisory Commission Discussion:** None

**Council Committee Discussion:** None

**Attachments:**

- Grant Agreement and Attachments



## Environment and Natural Resources Trust Fund

M.L. 2022 Approved Work Plan

### General Information

**ID Number:** 2022-065

**Staff Lead:** Mike Campana

**Date this document submitted to LCCMR:** August 25, 2022

**Project Title:** Hastings Lake Rebecca Park Area

**Project Budget:** \$1,000,000

### Project Manager Information

**Name:** Chris Jenkins

**Organization:** City of Hastings - Parks & Recreation

**Office Telephone:** (651) 480-6176

**Email:** cjenkins@hastingsmn.gov

**Web Address:** www.hastingsmn.gov

### Project Reporting

**Date Work Plan Approved by LCCMR:** September 6, 2022

**Reporting Schedule:** March 1 / September 1 of each year.

**Project Completion:** June 30, 2025

**Final Report Due Date:** August 14, 2025

### Legal Information

**Legal Citation:** M.L. 2022, Chp. 94, Sec. 2, Subd. 08d

**Appropriation Language:** \$1,000,000 the second year is from the trust fund to the commissioner of natural resources for an agreement with the city of Hastings to develop an ecological-based master plan for Lake Rebecca Park and to enhance habitat quality and construct passive recreational facilities consistent with the master plan. No funds for implementation may be spent until the master plan is complete.

**Appropriation End Date:** June 30, 2025

**Project Summary:** Lake Rebecca Park Area Redevelopment & Restoration

**Describe the opportunity or problem your proposal seeks to address. Include any relevant background information.**

This park area sits between the Mississippi River to the north and west, and Lake Rebecca to the south and is targeted to remain as natural and open space for the community and visitors. Major issues observed include: consistent high water events leaves much of this park unusable for any type of recreation, boat launch parking lot for the lake unusable during high water events, and in poor condition, much of the park area is also very thick with brush inhibiting passive recreation/exploration in the area, lack of access, habitat types are also degraded, and would benefit from enhancement.

This area needs an ecological master plan to be completed, as well as the investigative/research processes to gather current ecological information. Without this vision the area has an uncertain future. There are however some important elements/outcomes that are currently known, and those have been included in this proposal.

The City of Hastings Comprehensive Plan outlines the city's philosophy which includes 1) Enhancing the health of the ecosystem in Hastings, 2) Preserve and enhance biological diversity of native habitats, 3) Provide an appropriate balance between resource preservation, recreational use, and development.

**What is your proposed solution to the problem or opportunity discussed above? Introduce us to the work you are seeking funding to do. You will be asked to expand on this proposed solution in Activities & Milestones.**

Development of a vision, planning documents, and project implementation that meet the city's philosophy as outlined in the Comprehensive Plan. Some known outcomes to currently known issues follow below.

Propose to raise and reconstruct the boat launch at Lake Rebecca so that it is useable during most high water events, this is a safe boating area during high water and is an excellent, well managed fishery. Propose to identify select areas for leisure recreation opportunities and raise those areas so they can be used during high water for years to come. Propose to remove brush and some canopy trees and install walking trails and interpretive trails that introduce users to the unique habitats in the area. Propose to enhance habitat, install native grasses, flowers, etc. to increase wildlife/pollinator habitat.

**What are the specific project outcomes as they relate to the public purpose of protection, conservation, preservation, and enhancement of the state's natural resources?**

First and foremost, a well constructed ecological based park master plan including recreational uses and purpose. Increased native plant and animal habitat and populations, increased habitat for pollinators, protecting shore land and wetland areas from repeated high water intrusion, increased passive recreation and interpretation opportunities, encourage user engagement with the natural resources of this area. Blend these enhancements into enhancements being completed by the USACOE, City of Hastings and our partners.

**Project Location**

**What is the best scale for describing where your work will take place?**

Region(s): Metro

**What is the best scale to describe the area impacted by your work?**

Region(s): Metro

**When will the work impact occur?**

During the Project and In the Future



**Activity 1: Master Planning**

**Activity Budget:** \$149,999

**Activity Description:**

Conduct a master planning effort which balances ecological diversity and health with intended recreational and educational uses. This will include researching current conditions, development of planned outcomes and public engagement efforts that ultimately guide the future of this park area.

**Activity Milestones:**

Description	Approximate Completion Date
Kickoff	January 31, 2023
Ecological survey and research	July 31, 2023
Public Engagement	August 31, 2023
Plan completion and adoption	September 30, 2023

**Activity 2: Lake Rebecca Park Area Enhancements**

**Activity Budget:** \$850,000

**Activity Description:**

Implementation of master plan and work plan priorities. Removal of undesirable shrubs, grasses, trees, etc. Planting of desirable, beneficial shrubs, trees, plants, grasses, etc. to enhance the habitat. Implementation of passive/developed recreation facility enhancements to include parking, boat launch, trails and perhaps an outdoor classroom to encourage engagement with the habitat restoration phases.

**Activity Milestones:**

Description	Approximate Completion Date
Develop working plan consistent with Master Plan	January 31, 2024
Removal of undesirable shrubs, grasses, trees, etc.	November 30, 2024
Planting of desirable, beneficial shrubs, grasses, trees.	June 30, 2025
Implement passive/developed recreation facility enhancements	June 30, 2025

**Activity 3: Acquire adjacent private parcel**

**Activity Budget:** \$1

**Activity Description:**

The City of Hastings has been working to acquire a private parcel of land adjacent to Lake Rebecca. The parcel is currently owned by Flint Hills Resources. Acquisition is in progress, and the closing on this property is scheduled for August 25th, 2022. This parcel will be in public ownership prior to any planning or work phases of this project.

**Activity Milestones:**

Description	Approximate Completion Date
Real Estate Closing	August 31, 2022

## Dissemination

**Describe your plans for dissemination, presentation, documentation, or sharing of data, results, samples, physical collections, and other products and how they will follow ENRTF Acknowledgement Requirements and Guidelines.**

Developed planning documents will be hosted on the City of Hastings website. Environment and Natural Resources Trust Fund will be acknowledged through use of the trust fund logo or attribution language on project print and electronic media, publications, signage, and other communications per the ENRTF Acknowledgment Guidelines. Public outreach about planning phase(s) will occur through City social media, local news paper, local media, etc. Public participation with the planning phase(s) will be solicited as necessary for the plan development and review processes.

## Long-Term Implementation and Funding

**Describe how the results will be implemented and how any ongoing effort will be funded. If not already addressed as part of the project, how will findings, results, and products developed be implemented after project completion? If additional work is needed, how will this work be funded?**

Implementation through thoughtful planning processes, project design, construction and implementation. Master planning and full scale project design will be completed as a part of this grant funded effort. Continued efforts to maintain and enhance habitat and recreation opportunities will continue beyond project completion through inclusion in the City of Hastings Comprehensive Plan, Capital Improvement Project Plan, and through continued partnerships with partners like Hastings Environmental Protectors, Friends of The Mississippi River, USACOE, DNR Fisheries and others.

Budget Summary

VIII-05

Category / Name	Subcategory or Type	Description	Purpose	Gen. Ineligible	% Benefits	# FTE	Classified Staff?	\$ Amount
<b>Personnel</b>								
							Sub Total	-
<b>Contracts and Services</b>								
Master Planning & Engineer Consulting Team (unknown)	Professional or Technical Service Contract	Develop overall master plan for park areas identified.				0		\$150,000
Work Contractors	Professional or Technical Service Contract	Habitat enhancement, passive/developed rec facility enhancements				-		\$850,000
							Sub Total	\$1,000,000
<b>Equipment, Tools, and Supplies</b>								
							Sub Total	-
<b>Capital Expenditures</b>								
							Sub Total	-
<b>Acquisitions and Stewardship</b>								
							Sub Total	-
<b>Travel In Minnesota</b>								
							Sub Total	-

<b>Travel Outside Minnesota</b>							VIII-05	
							<b>Sub Total</b>	-
<b>Printing and Publication</b>								
							<b>Sub Total</b>	-
<b>Other Expenses</b>								
							<b>Sub Total</b>	-
							<b>Grand Total</b>	<b>\$1,000,000</b>

Category/Name	Subcategory or Type	Description	Justification Ineligible Expense or Classified Staff Request
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Non ENRTF Funds

VIII-05

Category	Specific Source	Use	Status	\$ Amount
<b>State</b>				
			<b>State Sub Total</b>	-
<b>Non-State</b>				
In-Kind	Land donation from Flint Hills Resources 14 acres	Donated land will be included in the plan and park area as natural and open space lands to be used and enjoyed by residents and visitors.	Pending	\$100,000
			<b>Non State Sub Total</b>	<b>\$100,000</b>
			<b>Funds Total</b>	<b>\$100,000</b>

Parcel List

Name	County	Site Significance	Activity	Acres	Miles	Estimated Cost	Type of Landowner	Easement or Title Holder	Status of Work
190210060010	Dakota	Wetlands, river bottom forest, lake	Restoration	146	-	\$750,000	Public	USACOE and City of Hastings	Has Not Begun
190210070011	Dakota	Lowlands adjacent to wetlands.	Restoration	14.13	-	\$100,000	Private	City of Hastings	Has Not Begun
<b>Totals</b>				<b>160.13</b>	<b>0</b>	<b>\$850,000</b>			

**1. Provide a statement confirming that all restoration activities completed with these funds will occur on land permanently protected by a conservation easement or public ownership.**

The land addressed in this proposal is either a current City of Hastings owned park, park lands on long term lease with the US Army Corps of Engineers and one parcel that is currently being considered for donation to the City by Flint Hills Resources. All lands within the project area will remain public lands.

**2. Summarize the components and expected outcomes of restoration and management plans for the parcels to be restored by your organization, how these plans are kept on file by your organization, and overall strategies for long-term plan implementation.**

Lands restored would be identified through the proposed master planning and ecological master planning process. As a part of those plans, prescriptive restorations would be identified and ultimately adopted by the City of Hastings as part of the project. Those long term plans would be carried out through partnerships the City has annually with organizations like Friends of The Mississippi River, and will be documented in the City's Capital Improvement Plans.

**3. Describe how restoration efforts will utilize and follow the Board of Soil and Water Resources "Native Vegetation Establishment and Enhancement Guidelines" in order to ensure ecological integrity and pollinator enhancement.**

The City will direct the ecological planning firm to ensure all requirements are met, and will require a report from the planning firm to ensure all requirements are met or exceeded. Pre and post project evaluations will be completed.

**4. Describe how the long-term maintenance and management needs of the parcel being restored with these funds will be met and financed into the future.**

Hastings partners annually with Friends of The Mississippi River for ecological restoration and enhancement services, and has continually been very successful. This area will have a Natural Resource Management Plan as part of the overall planning process, and together with FMR the City will ensure prescriptive maintenance is completed as scheduled. The City contributes funds annually through our budget process to support FMR and FMR often leverages those funds for grant opportunities, increasing the amount of work that can be completed. This is a very successful model.

**5. Describe how consideration will be given to contracting with Conservation Corps of Minnesota for any restoration activities.**

CCM will certainly be included when contractors are sought to provide bids on work to be performed.

**6. Provide a statement indicating that evaluations will be completed on parcels where activities were implemented both 1) initially after activity completion and 2) three years later as a follow-up. Evaluations should analyze improvements to the parcel and whether goals have been met, identify any problems with the implementation, and identify any findings that can be used to improve implementation of future restoration efforts at the site or elsewhere.**

Evaluations will be completed pre project, post project and intermittently for years to follow after project completion to ensure the project has long term benefit and the landscapes are retaining their desired outcomes.



Required Attachments

*Map*

File: [c7239978-afa.pdf](#)

*Alternate Text for Map*

Aerial view of Lake Rebecca Park and surrounding areas...

*Board Resolution or Letter*

Title	File
Authorization to submit proposal	<a href="#">b99c06cc-e50.pdf</a>

Optional Attachments

*Support Letter or Other*

Title	File
2019 Aerial_High Water	<a href="#">97150dd5-8e4.pdf</a>
2016 Aerial_Normal Water	<a href="#">179a9cf7-4d5.pdf</a>
2040 Comp Plan_Natural and Open Spaces	<a href="#">d144df10-2b2.pdf</a>
May 2022 Boat Launch	<a href="#">2181cb61-fb0.pdf</a>
May 2022 Bridge, Pier and Day Use	<a href="#">8f58dbd4-011.pdf</a>
May 2022 Day Use	<a href="#">0c5c20b7-7e0.pdf</a>
BackgroundCheck Certification Form	<a href="#">202e9e19-71a.pdf</a>

Difference between Proposal and Work Plan

*Describe changes from Proposal to Work Plan Stage*

Revised total project budget to meet appropriation amount, added a parcel to the project that is in the process of being donated to the City of Hastings from Flint Hills Resources, adjusted activities based on appropriation and need to complete a full planning process first.

## Additional Acknowledgements and Conditions:

VIII-05

The following are acknowledgements and conditions beyond those already included in the above workplan:

**Do you understand and acknowledge the ENRTF repayment requirements if the use of capital equipment changes?**

N/A

**Do you agree travel expenses must follow the "Commissioner's Plan" promulgated by the Commissioner of Management of Budget or, for University of Minnesota projects, the University of Minnesota plan?**

N/A

**Does your project have potential for royalties, copyrights, patents, or sale of products and assets?**

No

**Do you understand and acknowledge IP and revenue-return and sharing requirements in 116P.10?**

N/A

**Do you wish to request reinvestment of any revenues into your project instead of returning revenue to the ENRTF?**

N/A

**Does your project include original, hypothesis-driven research?**

No

**Does the organization have a fiscal agent for this project?**

No



## ENRTF/OHF Pass-Through Grant Agreement Attachment C: Conflict of Interest Disclosure

### **Conflict of Interest:**

As referenced in the Minnesota Department of Administrations Office of Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

### **Actual Conflict of Interest:**

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

### **Potential Conflict of Interest:**

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. Examples included but not limited to:

- One party has a relationship, affiliation, or other interest that could create an inappropriate influence if one party is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.

A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

### **Individual Conflict of Interest:**

A conflict of interest that may benefit an individual employee is any situation in which their judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

A employee uses their status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence

### **Organizational Conflict of Interest:**

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties

- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Particular attention should be paid to any proposed grant contract agreement requirements that provide for the rendering of planning, consultation, evaluation, or similar activities that may inform decisions on future grant awards.

**This section to be completed by Grantee's Authorized Representative:**

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual, potential and perceived conflicts of interests by individual employees or are organization as a whole to the State's Authorized Representative.

Authorized Representative Signature: \_\_\_\_\_



Office of Management and Budget (OMBS)

# Pass-Through Grants Reimbursement Manual

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**Environment and Natural Resources Trust Fund (ENRTF)  
Outdoor Heritage Fund (OHF)  
Fiscal Year 2023 (July 1, 2022- June 30, 2023)**

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## Changes In This Version

The Fiscal Year 2023 manual contains these changes from previous versions:

- Project Reimbursement section: time to submit pre-closing documentation changed from ten to fifteen business days, to reflect current practice.
- Expedited Reimbursement documentation section: clarified what details grantees should supply for Personnel expenses.

## Introduction

The Grants Unit within the DNR Office of Management and Budget Services (OMBS) provides contract management services related to ENRTF and OHF pass-through grant projects. Contract management ensures oversight of reimbursement for project deliverables and meets the requirements of all state laws and policies including the Department of Administration's Office of Grants Management (OGM) procedures. Contract management helps recipients with financial compliance and ensures project consistency with appropriation law, state statute, grants policies, and approved work/accomplishment plans.

This manual was developed to help grantees administer their pass-through appropriation(s) and to provide instruction on how to obtain reimbursements for eligible project expenses. However, it will not be able to address all issues and potential problems that may arise during the completion of the project. **For questions regarding the grant agreement and amendments or reimbursement requests, please contact the State's Authorized Representative or your assigned Grants Specialist.** Contact information is at the end of this manual; it can also be found in the contract agreement and on the DNR pass-through grants [website](#).

For questions regarding your ENRTF work plan, please contact Legislative-Citizen Commission on Minnesota Resources ([LCCMR](#)) staff.

For questions regarding your OHF accomplishment plan, please contact Lessard-Sams Outdoor Heritage Council ([LSOHC](#)) staff.

## Internal Controls

- The grantee is responsible for establishing and maintaining adequate financial internal control systems that follow generally accepted accounting and auditing principles.
- Grantees must establish a separate, non-interest bearing account for ENRTF/OHF funds.
- Any accounting issues not addressed in this manual are subject to state agency standards as interpreted by their internal auditors. All projects are subject to final audit.

## Monitoring

- OGM [Policy Number 08-10](#) requires one monitoring visit during the course of the grant period on projects valued at over \$50,000.
- All projects valued at over \$250,000 require annual monitoring visits.

- Monitoring will take place either at the grantee's office location, the DNR Central Office, or via phone. Grantees will be given adequate notice prior to monitoring.
- The focus of the visit will be financial controls, grants management and associated documentation and procedures.

## State Accounting System (SWIFT) Requirements

The DNR processes project reimbursement payments through a system managed by Minnesota Management and Budget (MMB). The preferred method of payment is through the use of an electronic funds transfer (EFT) directly into the grantee's designated bank account. Electronic transfer reimbursements provide timely payments and prevent the loss of checks either in the mail or by misdirection. In order to set up the electronic transfer payment process, please contact MMB at 651-201-8106.

The grantee will also need to request a User ID to access the SWIFT e-Supplier portal to view payment information:

- Go to [Minnesota Supplier Portal](https://supplier.systems.state.mn.us/psc/fmssupap/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL) ([https://supplier.systems.state.mn.us/psc/fmssupap/SUPPLIER/ERP/c/NUI\\_FRAMEWORK.PT\\_LANDINGPAGE.GBL](https://supplier.systems.state.mn.us/psc/fmssupap/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL))
  - Click on the 'Register for an Account' link.
  - Click the 'Register as a Supplier' button in the New Supplier section.
  - Complete the online form.
  - An email will be sent with the new User ID and password.
- Questions regarding this process can be sent to [efthelpline.mmb@state.mn.us](mailto:efthelpline.mmb@state.mn.us).

## Project Reimbursement

Pass-through grants are reimbursement based. The grantee must pay for project expenses prior to seeking reimbursement. Eligible expenses are then reimbursed under the terms of the agreement with the State of Minnesota.

### Advance Payment

The DNR will only provide advance payment with prior approval as outlined in session law and the grantee's agreement.

- LCCMR and/or LSOHC will need to approve all advances for the project through the work/accomplishment plan.
- This does not apply to land acquisitions, where the Grants Unit can transfer funds to the grantee one business day prior to the closing date through an EFT.
- All pre-closing documentation must be submitted at least **15 business days** in advance of the closing date in order to allow the Grants Unit to review the paperwork, notify the grantee of any missing or incomplete land acquisition documentation, and process the request. Grant specialists may allow exceptions to this, or require additional time, depending on the circumstances of individual closings.



### Reimbursement Timeframe

Grantees should expect to be reimbursed within 30 days of the DNR receiving a complete reimbursement request.

- If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR.
- The timeframe does not apply to reimbursement requests that are not submitted on at least a quarterly basis.
- If work/accomplishment plan updates or progress reports are past due to either the LSOHC or the LCCMR, the DNR will withhold reimbursement payments for that project until the grantee is in compliance.

### Frequency of Submission

Grantees must submit reimbursement requests at least annually while grant work is being done and expenses have been incurred. If the grantee has not yet incurred costs, no reimbursement request is required.

### Final Reimbursement

- The final reimbursement will be paid out when the State determines that the Grantee has satisfactorily fulfilled all the terms of their grant agreement, unless otherwise excluded by the State in writing.
  - The State must complete a financial reconciliation on all grants over \$50,000 prior to approving the final reimbursement request. If a final reimbursement request is also the first request, this may delay payment.
  - The final report must be approved by the LCCMR or the LSOHC prior to payment of the final reimbursement request unless the grantee receives prior approval from the DNR in coordination with LCCMR/LSOHC staff to waive that requirement.

## Reimbursement Payment Request Documents

The reimbursement payment request is comprised of four sections.

### Project Reimbursement Payment Request Form

This form must be completed and signed by an individual who is authorized by the organization to submit payment requests. It is required for all payment requests, including land or conservation easement acquisitions.

### Reimbursement Spreadsheet

The Reimbursement Spreadsheet provides information on the starting budget amounts, total reimbursements to date, current requested reimbursement amount, and the remaining balance of funds available.

- Each funding source has a different spreadsheet. Only use the ENRTF spreadsheet for LCCMR projects, and the OHF spreadsheet for all LSOHC projects.

- Line items (categories) on the spreadsheet must match the line items from the approved work /accomplishment plan budget.
- Only approved budget items (expenses) will be eligible for reimbursement.
- Please note the [guidance on allowable expenses documents](#) on the LCCMR's website and the [budget line item definitions](#) on the LSOHC's website.

### Project Activity Summary Spreadsheet

The Project Activity Summary Spreadsheet provides a detailed summary of all expenses on the reimbursement payment request. The spreadsheet highlights the transaction date, description of the charges, the amount requested, and the approved budget categories for each expense.

### Reimbursement Documentation

Each reimbursement payment request must include back-up documentation for all expenses. This documentation may include receipts, invoices, and time (payroll) records. The documentation should show that the expenses were allowable costs and happened within the time period of the payment request. Specific documentation is required for land acquisitions. Land acquisition reporting requirements are listed in the grant agreement, in Attachment E.

- All invoices must explicitly state the date(s) that the services were performed. The date must fall within the period of the reimbursement payment request.
- Documentation for salary expenses includes time or payroll records for the payment request period. All employees working on a project should track number of hours worked on the project.
  - Timesheet elements include the period worked (date range of work performed), name of the employee, rate of pay, hours worked, and benefit rate. The original time records must be available for review if requested.
  - All vacation (paid time off), sick, and holiday benefits are eligible for reimbursement on a proportional level. Please contact your assigned Grants Specialist for more information.
- The following information must be added to (or written on) the copies of receipts, invoices, time records or other documentation:
  - Budget line item the expense is being posted to, such as personnel, equipment, travel, etc.
  - Check number or payment number that was used to pay for the receipt, invoice, or payroll. This number should match up with payment documentation such as a bank statement or other proof of payment.
  - If the documentation has non-project expenses on it, be sure to circle the expenses being posted to the project along with budget item.

### Expedited Reimbursement Documentation

Grantees with a history of clean reimbursement requests and no findings on their most recent monitoring do not have to send in receipts for equipment, supplies, and travel with their payment requests. Grantees must continue to keep all receipts in your folders, for review at annual monitoring.

Grantees only send in invoices/receipts/other proof of expenses in these categories with payment requests:

- Contracts and Professional Services
- Land Acquisition
- Capital Equipment
- Expenses over the bidding threshold in all categories.

Grantees may send in condensed expenditure data on the personnel line: total amount requested, number of employees, pay rate, and number of hours.

To access this policy, grantees must have:

- no findings in their most recent monitoring, and
- no questioned costs over their last four reimbursement requests, in a span at least six months.

Once grantees meet this standard, their grant specialist lets them know that they can stop sending in receipts. If a grantee has questioned costs or findings, the grant specialist may require full receipts on future payment requests.

### **Submission of Reimbursement Payment Requests**

Please send one copy of the reimbursement request to your designated Grants Specialist, via e-mail. Starting in Fiscal Year 2021 we will only accept electronic submissions for all grant reimbursements. Where possible, please ensure electronic documentation is in an accessible format.

### **Documents to Be Kept on File**

The grantee must maintain all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement in a separate project file. Project records are required for monitoring/audit purposes and must be readily available for review.

### **Retention Period**

All records related to the project must be retained for a minimum of six (6) years from the grant agreement end date, or the receipt and approval of all final reports, whichever is later. For OHF grants that have restoration and enhancement end dates, grantees may contact their grant specialist to discuss the possibility of a close-out amendment to set the end date for purposes of retention.

### **Proof of Payment**

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis.

The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- a copy of a bank statement with small photocopies of cleared checks
- an electronic bank statement
- a copy of cancelled check(s), or other certified financial records
- employee original time records and payroll documentation.

The State may conduct a proof of payment review during grant monitoring or for any reimbursement request submitted by the grantee throughout the grant period if necessary. No additional reimbursement requests for that project will be processed until the proof of payment for the request being reviewed is submitted and approved.

### Background Checks

All ENRTF grantees that conduct a project that provides children's services, as defined in Minnesota Statutes Sec 299C.61 Subd.7, must perform criminal background checks for background check crimes, as defined in Minnesota Statutes, section 299C.61, Subd. 2, on all employees, contractors, and volunteers who have or may have access to a child to whom children's services are provided. Grantees should keep this documentation in the project file, for review at annual monitoring.

### Vendors and Subcontractors

Subcontractors include other organizations and/or businesses that perform services identified in the work/accomplishment plan. Vendors provide supplies or materials to the project. Both must be selected based on contracting/purchasing procedures. Transparency, fiscal control, and accountability are key reasons why the State requires grantees to be thorough in the solicitation and selection of subcontractors and vendors.

*Each executed subcontract must include the amount of the subcontract, the length of the subcontract, and all elements of the grantee's contract with the State.*

#### Contracting and Bidding for Municipalities

Municipalities as defined in Minnesota statute 471.345, subdivision 1 must follow the [Uniform Municipal Contracting Law](#).

#### Contracting and Bidding for Non-Governmental Organizations

Non-governmental organizations may either:

- submit a copy of their contracting policies for review to the State's Authorized Representative, through the use of Attachment B (Non-Governmental Organization Subcontracting) to their grant agreement;
- or follow the contracting policies/procedures below.

#### Contracting and Bidding Thresholds and Process

- Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- Grantees must use a Request for Proposal (RFP)/Request for Quote (RFQ) process to competitively select professional and technical services.

- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

#### Debarment

Grantee must not contract with vendors/subcontractors who are on the on [State's debarment list](http://www.mmd.admin.state.mn.us/debarredreport.asp): <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

#### Targeted Vendors

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below when possible. Please contact your grant specialist for assistance the first time you go through this process:

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

#### Conflict of Interest

The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees or board members engaged in the selection, award and administration of contracts. This written standard may be requested during monitoring.

#### Single/Sole Source

The State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price. Single and sole source grants or contracts are used when only one entity is reasonably able to meet a grant's intended purpose and objectives, due to their geographic location, specialized knowledge, relationships or specialized equipment.

To seek a single/sole source waiver, the grantee must complete a [Grant Single Source Justification Form](#), available on the pass-through grants website, and submit it to the State's Authorized Representative for signature and approval. If approved, the Grantee must keep the executed copy on file.

#### Supporting Documentation

The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

Grantees must retain, in the project file:

- copies of the executed subcontract agreements
- a copy of the bid tabulation (if applicable),
- written documentation that describes the rationale for selection of the subcontractor, and
- documentation of the contract/bid approval if required by grantee internal controls (such as meeting minutes.)

This documentation may be reviewed during the monitoring visit or when requested by the State.

#### Prevailing Wage

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statute 177.41](#) through [177.44](#). Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either of the prevailing wage forms, or a notice from the Department of Labor and Industry that the project is not subject to prevailing wage.

## Cost Category-Specific Requirements

### Equipment

Records for grantee-owned equipment used on a project must include the time actually used for the project and the computation used to arrive at the charged use rate. Use rates are subject to review by DNR.

### Capital Equipment

Capital equipment purchased with grant funds must be:

- listed in the approved work/accomplishment plan prior to purchase
- tagged, maintained in an up-to-date directory, and available for review.

### Land Acquisitions

- Any project that is subject to the land acquisition reporting requirements of Attachment E (Land Acquisition and Reporting Procedures) will be held to the most current version of Attachment E.
- The Grants Unit can transfer funds to the grantee one business day prior to the closing date through an EFT.
- All pre-closing documentation must be submitted at least ten business days in advance of the closing date in order to allow the Grants Unit to review the paperwork, notify the grantee of any missing or incomplete land acquisition documentation, and process the request.

### Fourth Year Land Acquisition

In order to be reimbursed for land acquisitions that occur in the fourth fiscal year, the grantee will notify the State that a binding purchase agreement has occurred before the end of the third fiscal year.

- Notify your grant specialist that you intend to have a binding agreement in place by June 30 of the third year.
- Provide proof of that agreement no later than July 15 of the fourth year.

- Failure to do so may significantly affect payment. In that case, notify your grant specialist as soon as possible of the binding agreement.

### **Use of Funds**

For all acquisitions that require DNR services, the grantee must submit a Use of Funds letter, as outlined in their grant agreement, to pay for the DNR's services. Funding must be available in the "DNR Land Acquisition Costs" (OHF) or the "Other DNR acquisition, reporting, and management" (ENRTF) budget line item in the approved work/accomplishment plan to pay for these costs.

Please see Attachment E of the grant agreement for step-by-step land acquisition procedures and requirements.

### **Materials and Services**

Materials and services are eligible expenses when they are purchased by the grantee to achieve outcomes/activities stated in the work/accomplishment plan and reflected in the approved budget. Typical examples of material/service purchases include hardware, paint, lumber, sand/gravel, concrete, landscape materials, and signs.

In order to request reimbursement for materials and services, the grantee must have an invoice from the vendor. The invoice and the copy sent in with the reimbursement payment request must be legible and include the following items:

- Name and address of the vendor;
- Date the item or service was purchased;
- Date the service was performed;
- Quantity of item(s) purchased or hours worked;
- Description of item(s) or services purchased;
- Unit price/Prorate;
- Total amount of the line item.
- Please also add the following information to the invoices:
  - The activity number that the expense is being posted to.
  - If a portion of an expense is being posted to more than one activity or budget line items, please include that information on the invoice (ENRTF only).
  - The budget line item (or category) the expense is being posted to. Examples include expenses identified as "travel", "personnel", "equipment", etc.

### **Travel**

Travel must be included in the approved work/accomplishment plan and budget in order to be eligible for reimbursement. Out of state travel is an ineligible expense for both ENRTF and OHF projects unless explicitly approved in the work/accomplishment plan.

Travel expenses must follow Commissioner's Plan guidelines in order to be eligible for reimbursement. The [Commissioner's Plan Website](#) includes mileage and meal reimbursement rates and guidelines in Chapter 15 – Expense Reimbursement. Information on travel expenses can

also be found on the [Travel Reimbursement and Documentation Guide](#) available on the DNR Pass-Through grant website.

## Contact Information

Minnesota Department of Natural Resources  
Office of Management and Budget Services, Grants Unit  
500 Lafayette Road St. Paul, MN 55155-4010  
[Pass-Through Grants Website](#)

Katherine Sherman-Hoehn, Grants Manager (State Authorized Representative)  
Phone: (651- 259-5533  
[E-mail: katherine.sherman-hoehn@state.mn.us](mailto:katherine.sherman-hoehn@state.mn.us)

Karen Mueller, Grants Specialist Senior  
Phone: 651- 259-5559  
[E-mail: karen.cibuzar-mueller@state.mn.us](mailto:karen.cibuzar-mueller@state.mn.us)

Mandy Skypala, Grants Specialist Coordinator  
Phone: 651-259-5543  
[E-mail: madeleine.skypala@state.mn.us](mailto:madeleine.skypala@state.mn.us)

Jason Tidemann, Grants Specialist Coordinator  
Phone: 651- 259-5534  
[E-mail: jason.tidemann@state.mn.us](mailto:jason.tidemann@state.mn.us)

Monica Weber, Grants Specialist Sr.  
Phone: (651) 259-5370  
[email: monica.weber@state.mn.us](mailto:monica.weber@state.mn.us)



## APPENDIX

# Reimbursement Request Checklist

The checklist contains the items that must be included with the reimbursement request. Please use the checklist to ensure that the payment request is complete.

**For all projects, the Grantee must submit the following:**

1. **\_\_\_ Section 1: Project Reimbursement Payment Request Form**

This document must be dated and signed by an appropriate representative for the grantee. Please complete the form and include the name of the project, the SWIFT purchase order number (300000XXXX), the sequence of the request (for example, the first request would be #1), and the period of time the request covers.

2. **\_\_\_ Section 2: Reimbursement Spreadsheet**

The Reimbursement Spreadsheet will need to be customized to include the budget items and outcomes/activities from Attachment A, the approved work/accomplishment plan. This will help track budget line items to ensure funding is being expended by budget categories.

3. **\_\_\_ Section 3: Project Activity Summary Spreadsheet**

The Project Activity Summary Spreadsheet should include the date range of reimbursable activity, the transaction date, the approved budget category for each charge and the amount requested, along with a brief description of the reimbursable items.

4. **\_\_\_ Section 4: Reimbursement Documentation**

Submit copies of receipts, invoices, and time records (payroll). This information is necessary to determine if the expenses are eligible for reimbursement. Please write the activity number, budget item title and payment information (such as check number, bank statement) on the receipt/invoice document submitted. This information is needed to determine what part of the project the expenses are being directed to.

5. **\_\_\_ Section 5: Acquisition Documents (if applicable)**

Specific documentation is required for land acquisitions. Please see your grant agreement to view your land acquisition reporting requirements.



**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 01 - - 23**

**A RESOLUTION DESIGNATING THE OFFICIAL BANKING DEPOSITORIES AND  
APPOINTING FINANCE MANAGER AS DESIGNATED AUTHORITY FOR  
APPROVAL**

**WHEREAS**, State of Minnesota Statutes § 118 sets forth the procedures for the deposit of Public Funds and it is policy of the Hastings City Council to authorize the Finance Manager to annually designate a bank as the official depository for the city funds and manager the collateral pledged to such funds; and

**WHEREAS**, Merchants Bank of Hastings is now the official depository; and

**WHEREAS**, State of Minnesota Statues § 118 sets forth the requirements for the Designation of Depositories, and the insuring and/or securing of deposits; and

**WHEREAS**, it has also been the policy of the Hastings City Council to delegate the authority to the Finance Department to designate the official depositories for banking needs and for investment purposes; and

**NOW, THEREFORE BE IN RESOLVED**, that the Hastings City Council does hereby delegate the authority to the Finance Manager to designate the necessary investment depositories for 2023; and

**BE IT FURTHER RESOLVED**, that the Finance Manager or the Finance Manager's designee of the City of Hastings is hereby designated as the approval authority for the acceptance and release of all collateral to be held in conjunction with city funds on deposit with authorized instructions.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, THIS 3<sup>rd</sup>  
DAY OF JANUARY, 2023.**

---

Mary Fasbender, Mayor

ATTEST:

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Kelly Murtaugh, City Clerk

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 01 - - 23**

**A RESOLUTION ALLOWING ELECTRONIC FUNDS TRANSFER TRANSACTIONS**

**WHEREAS**, the banking industry has promoted electronic funds transfer to reduce paper transactions, move resources more rapidly and respond to customer demands; and

**WHEREAS**, Minnesota State Statute §471.38 subdivision 3 defines electronic funds transfer as the process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments; and

**WHEREAS**, Minnesota State Statutes §471.381 states that payment of claims, obligations and investment transactions of a statutory city may be made by warrant, check, or all forms of electronic or wire funds transfer and that a statutory city may accept payment by use of a credit card, debit card, or all forms of electronic or wire funds transfer; and

**WHEREAS**, the Hastings City Council acknowledges this technology and the need for electronic fund transfer transactions both coming into and going out of the city bank and investment accounts; and

**NOW, THEREFORE BE IT RESOLVED**, the City of Hastings Finance Manager and Assistant Finance Manager or Finance Manager Designee may accept and make payment by electronic funds transfer and wire transfer provided that these electronic funds transfer and wire transfer transactions meet all of the required policies of the financial institutions the City of Hastings transacts with.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, THIS 3<sup>rd</sup> DAY OF JANUARY, 2023.**

\_\_\_\_\_  
Mary Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 1 - - 23**

**A RESOLUTION FOR THE CITY OF HASTINGS AUTHORIZING INDIVIDUALS AS  
DESIGNEE SIGNATURES FOR PURPOSES OF BANKING TRANSACTIONS**

**WHEREAS**, the City of Hastings conducts many banking transactions throughout the year with a variety of financial institutions; and

**WHEREAS**, most of these financial institutions require some written notification as to the authorized signatures for the City; and

**NOW, THEREFORE BE IN RESOLVED**, that the Hastings City Council does hereby authorize the following individuals as approved for the City's checking account(s): Mary Fasbender, Mayor; Dan Wietecha, City Administrator; and Chris Eitemiller, Finance Manager; and

**BE IT FURTHER RESOLVED**, that the Hastings City Council does hereby authorize Finance Manager Chris Eitemiller and Assistant Finance Manager Ashley Bertrand (in the absence of the Finance Manager) to conduct such other necessary banking transactions as necessary (wire transactions, ACH transactions, etc.) and to conduct City business with other financial institutions including to manage the financial transactions that relate to the sale of Renewable Energy Credits (REC's).

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, THIS 3<sup>rd</sup>  
DAY OF JANUARY, 2023.**

\_\_\_\_\_  
Mary Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To:** City Councilmembers  
**From:** Mayor Fasbender  
**Date:** January 3, 2023  
**Item:** City Council Committee Appointments

**Council Action Requested:**

Approval of Acting Mayor and Council Committee Appointments for 2023-2024.

**Background Information:**

Committee Appointments are attached.

**Financial Impact:**

n.a.

**Committee Discussion:**

n.a.

**Attachment:**

2023-2024 Committee Appointments



2023-2024

## City Council Committees and Liaisons

Administrative Committee

\*Leifeld  
Haus  
Pemble

Finance Committee

\*Folch  
Fox  
Leifeld

Historic Preservation Committee

\*Leifeld  
Haus  
Pemble

Parks and Recreation Committee

\*Folch  
Lund  
Pemble

Planning Committee

\*Fox  
Folch  
Leifeld

Public Safety Committee

\*Fox  
Haus  
Leifeld

Operations Committee

\*Lund  
Haus  
Pemble

Utilities Committee

\*Lund  
Folch  
Leifeld

Red/Rock/ Great River Rail

Pemble

Tourism

Lund

Dakota 911

Fox  
Alternate: Fasnender

Dakota Broadband Board

Folch  
Alternate: Lund

HEDRA (term coincides with City Council)

Fox  
Pemble

Acting Mayor

Fox

**City Council Memorandum**

**To:** Mayor Fasbender & City Council Members

**From:** David D. Wilske, Chief of Police

**Date:** January 3<sup>rd</sup>, 2023

**Item:** Donation to Hastings Police Department

**Council Action Requested:**

Accept a grant from the Center for Resuscitation Medicine at the University of Minnesota to provide new Automatic External Defibrillators (AED's) to all Hastings PD squad cars.

**Background Information:**

The Center for Resuscitation Medicine (CRM) at the University of Minnesota has received a grant to provide every law enforcement vehicle in Minnesota with a new and updated AED device. The CRM will troubleshoot concerns, provide an 8-year service contract that includes electrode replacement, and work directly with the manufacturer, Stryker, for product support. The Hastings PD reached out to CRM and requested 13 AED's, which would allow a new AED in every marked squad. The MSRP per unit is \$2,500. CRM confirmed the grant request and has provided HPD with 13 new AED's. Upon approval by City Council, HPD Officers will be trained in their use and they will be put into service. The Hastings PD will make every attempt to re-purpose the existing AED's if possible.

**Financial Impact:**

Neutral

**Advisory Commission Discussion:**

None

**Council Committee Discussion:**

None

**Attachments:**

Grant Resolution



**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 01 - - 23**

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

**WHEREAS**, the Center for Resuscitation Medicine at the University of Minnesota has provided a grant for 13 Automatic External Defibrillators; and

**WHEREAS**, these Automatic External Defibrillators will replace aging units within the Police Department; and

**WHEREAS**, the City Council is appreciative of the grant for new Automatic External Defibrillators and the support by the Center for Resuscitation Medicine to assist in saving lives for citizens and visitors to the City of Hastings.

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

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

Adopted this 3rd day of January 2023,

---

Mary D. Fasbender, Mayor

Attest:

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Kelly Murtaugh, City Clerk



## *City Council Memorandum*

**To:** Mayor Fasbender & City Council Members

**From:** David D. Wilske, Chief of Police

**Date:** January 3<sup>rd</sup>, 2023

**Item:** Sale of Surplus Property

**Council Action Requested:**

Declare vehicle as surplus property and authorize for public sale.

**Background Information:**

The City of Hastings Police Department currently has one vehicle seized through forfeiture proceedings. This vehicle has been cleared for sale/destruction with the proceeds to be applied to the Department's forfeiture account in accordance with Minnesota law. Upon declaration of the vehicle as excess/surplus property, it will be made available for public sale via a commercially available online auction service or destroyed. The following vehicle is to be declared surplus/excess property and authorized for sale/destruction:

2002 Dodge Ram	3B7KF26Z62M270388	Forfeiture
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**Financial Impact:**

Positive financial impact

**Advisory Commission Discussion:**

None

**Council Committee Discussion:**

None

**Attachments:**

None



Korine L. Land  
Direct Dial: 651-361-8591  
Email: [kland@levander.com](mailto:kland@levander.com)

**TO:** Mayor & City Council  
**FROM:** Kori Land, City Attorney  
**DATE:** January 3, 2023  
**RE:** Ordinance Amending Chapter 32.04 – Disposal of Unclaimed Property

**BACKGROUND:**

Recently, the City began implementing its new abatement procedures for Code violations and discovered that the current Code addressing the disposal of unclaimed (abandoned) property and surplus property are both a bit onerous. Staff is recommending a repeal and replacement of the City Code sections related to the disposal of unclaimed and surplus property.

*Abandoned Property:*

When the City finds itself possessing personal property because it was found by a good Samaritan, found by the Police Department or abated as part of a Code enforcement action, it must have rules around what to do with the property. The current Code requires the following process for abandoned property:

1. After possessing the property for 60 days, the City Administrator sends a 30-day notice to the property owner.
2. After the 30-day notice expires, the City Council passes a resolution declaring it abandoned.
3. The City then publishes notice of the sale of the property, along with the owners' names and addresses in the newspaper at least 3 weeks before the sale.
4. The City holds a public sale with sealed bids.

This means that the City has to store personal property for nearly 4 months and then hold a public sale with sealed bids in order to dispose of it, regardless of what its value is. State law requires holding abandoned property for a minimum of 60 days and only requires a public sale if it exceeds \$175,000 in value.

The new ordinance states that the City will store personal property that has value for a period of 60 days, after which time, it shall be deemed abandoned and the City has the following options:

1. Sell it at public sale with sealed bids (if more than \$175,000)
2. Return the property to the finder

3. Convert the property to City use
4. Donate it to a non-profit
5. Dispose of it appropriately if it has little or no value.

The new ordinance also allows the City to dispose of such property immediately if it is dangerous, contraband, has no value or cannot be safely sold at a public sale.

Surplus Property:

Sometimes the City finds itself with surplus property (desks, chairs, ambulances) that it no longer needs. Again, the process outlined in the Code is very specific and probably has not always been followed. The current Code requires the following for the disposal of surplus property:

1. Council must declare it as surplus property.
2. If value is less than \$100, it can be sold on the open market.
3. If value is between \$100-\$500, City Administrator must sell it to the highest bidder
4. If value is over \$500, then it must be sold at a public sale with sealed bids.

The new ordinance requires the following:

1. Council must declare it as surplus property
2. Property may be sold pursuant to the Municipal Contracting Law (which has other exceptions too, but generally speaking below are the value thresholds for disposal):
  - a. If less than \$25,000 it can be sold on the open market
  - b. \$25,000-\$175,000, must get 2 or more quotes
  - c. Over \$175,000, public sale with sealed bids.

The new streamlined process will make it much less complicated to dispose of abandoned and surplus property.

**RECOMMENDATION:**

Approve 1<sup>st</sup> Reading of Ordinance Amending Hastings City Code Section 32.04 Regarding the Disposal of Unclaimed and Surplus Property

**ATTACHMENT:**

Ordinance

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING  
HASTINGS CITY CODE CHAPTER 32.04 REGARDING THE DISPOSAL OF  
UNCLAIMED AND SURPLUS PROPERTY**

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

**SECTION 1. REPEAL AND REPLACE.** The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 32.04, Subdivisions B and C, regarding the disposal of unclaimed and surplus property is hereby repealed and replaced as follows:

B. Disposition of Unclaimed Property.

1. *Procedure.* The city will take custody of all personal property, including lost money, lawfully coming into the possession of the city and city employees in the course of municipal operations and remaining unclaimed by its owner. The city shall dispose of all unclaimed property in its possession as provided in this section which is adopted pursuant to Minnesota Statute § 471.195. The city shall keep a record of all property coming into its possession, including its disposition.
2. *Storage.* The department of the city acquiring possession of the property shall arrange for its storage in a safe place for a period of sixty (60) days, unless claimed by the true owner providing satisfactory proof of ownership. If city facilities are unavailable or inadequate for storage of the property, the city may arrange for storage at a privately owned facility. For the purpose of this section, “safe place” may mean depositing money with the city finance department, provided the money does not have value beyond its face value due to its age, rarity or numismatic value.
3. *Claim by Owner.* The owner of the property may claim the property by exhibiting satisfactory proof of ownership and payment to the city for any storage or maintenance costs incurred by the city during its possession of the property. A receipt for the property shall be obtained upon release to the owner.
4. *Disposition of Property.* Property held by the city and not claimed by the true owner within sixty (60) days of collection will be deemed abandoned. The city may dispose of abandoned property in one of the following ways:
  - a. Sell the property at a public sale following ten (10) days published notice in the city’s official newspaper;
  - b. Return the property or funds to its finder;
  - c. Convert usable property to city use;

- d. Donate the property to a tax-exempt, non-profit organization; or
- e. Scrap unusable property or property of little or no value.

Any property not purchased at a public sale may then be disposed of by the city in any reasonable manner.

5. *Summary Disposal.* The city may dispose of any unclaimed property without notice and in a summary manner when the city believes this to be in the public interest and if the city determines that the property:
  - a. Is of a dangerous or perishable nature;
  - b. Is contraband;
  - c. Has no resale value; or
  - d. Cannot be legally or safely sold at a public sale.
6. *Disposition of Proceeds.* The proceeds from the sale of abandoned or unclaimed property after deduction of storage costs and any costs of sale incurred, if any, shall be deposited into the treasury of the city. If the former owner makes application and furnishes satisfactory proof of ownership within six (6) months of the sale, the former owner shall be paid the proceeds of the sale of the property less the costs of storage, the proportionate part of the cost of published notice and other costs of the sale.
7. *Special Provisions.* Money and other property lawfully seized by, or voluntarily surrendered to, the city at the scene of a crime or during an official police investigation must be retained by the Chief of Police in a safe place until a legal disposition is determined or the property is deemed abandoned under subdivision 4 above. If not lawfully claimed by the true owner with satisfactory proof of ownership during the sixty (60) day reclamation period outlined in subdivision 4, non-monetary property may be disposed of pursuant to subdivisions 4 and 5 above. Sale proceeds or seized money shall be deposited into the Police Department's forfeiture and seizure account to be used only for law enforcement purposes or as otherwise specified by state law.

C. *Disposal of Surplus City Property.*

1. *Declaration of Surplus and Authorizing Sale of Property.* The City Administrator may recommend to the Council that certain personal property owned by the City is no longer needed for a municipal purpose and should be sold. By action of the Council, the property shall be declared surplus and the City Administrator authorized to dispose of the property in the manner stated herein.
2. *Sale of Surplus Property.* Property declared to be surplus city property and has been authorized to be sold by the City Council shall be sold in accordance with and

pursuant to the method of sale required by the Minnesota Statute § 471.345, and city policy. Where more than one method of sale is permitted, the City Administrator shall determine the method of sale to be used.

- 3. *Disposition of Proceeds.* All receipts from sales of surplus property under this section shall be placed in the City’s General Fund, unless directed to another City Fund by the City Administrator.

**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.

Ordinance amending the procedures for the disposal of unclaimed and surplus property in the city’s possession.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mary Fasbender, Mayor

Attest:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

Published in the \_\_\_\_\_ on [Date].



## City Council Memorandum

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** January 3, 2023  
**Item:** Approve Micromobility Licenses: Bird Rides and Spin

### **Council Action Requested:**

Authorize signature of the attached Micromobility Licenses:

- 1) Bird Rides - 100 motorized foot scooters
- 2) Spin - 100 motorized foot scooters

Both licenses authorize the operation of 100 scooters each from March 1, 2023 to December 31, 2023. A simple majority is necessary for action.

### **Background Information:**

On February 7, 2022 the City Council amended City Code Chapter 70.09 establishing regulations for the operations of Micromobility Vehicles (bicycles, electric assisted bicycles, and motorized foot scooters). The Ordinance established fees and parameters for operation of micromobility vehicles and established a licensing requirement and fees for those seeking operation of rental services within the public right-of-way.

### **History:**

The City Council issued a similar license to Bird Rides in 2022 for the operation of up to 100 scooters. Bird deployed around 50 scooters and was in operation for a couple of months before losing their local fleet manager and ceasing operation for the year. Spin has not previously applied for a license.

### **Operation:**

The operations of Bird Rides and Spin are very similar. Vehicles would be located in various places areas throughout the City. Users would locate and rent vehicles through an app downloaded on their smartphones. Rental includes signature of a user operations agreement and verification of age (18+). Upon the conclusion of a ride users are required to snap a photo showing the location of the vehicle to ensure it is properly parked and does not impede right-of-way access. All vehicles would be tracked by GPS and incorporate technology prohibiting operation in restricted areas including downtown sidewalks. A local fleet manager who is responsible for managing the fleet including charging, repairs, and various performance tasks would be hired; Bird would contract with a local individual to provide service, while Spin would deploy an employee to provide service. Please see the attached summary of operations submitted by Bird and Spin for further information.



**Financial Impact:**

Applicants would pay \$5,500 in annual fees (\$500 license + \$50 per 100 scooters).  
Operation of scooter rental could enhance downtown visits and increase commerce.

**Comments for Hastings Police Department:**

Chief Wilske has provided the following observations of 2022's scooter rental program

- Observed several issues early on with the scooters being 'staged' on sidewalks that blocked both the sidewalk and ADA compliance. The staging included 2-4 scooters in a row. I contacted the manager and this appeared to have resolved the issue for future staging
- HPD observed a number of violations that included: riding on sidewalks around town and especially in the historic part of our community; riding more than one on a single scooter; what appeared to be juveniles riding scooters; high rates of speed in areas with heavier pedestrian concentrations. I know that I personally attempted to address this issue with a few riders, but the mobility and agility of these modes of transportation made it nearly impossible to stop the offenders
- Officers reported scooters left in roadways, blocking sidewalks, left in waterways. We fielded a few complaints from homeowners that scooters were on their property to keep them off of the sidewalks and they were frustrated with this arrangement
- The geo fencing for downtown events did not seem to work. Officers reported the geo fence should always be up for the historic portion of town
- Overall, my personal take is they made the city look 'unkept'. They were strewn around and it looked like a littering issue.

**Analysis:**

- Demand appeared to be strong for scooter rental during the few months of operation in 2022; will the level of demand continue?
- Is there a demand for 200 scooters in Hastings? Will this result in more unused scooters?
- Could each scooter company operate with fewer rentals?
- Should additional requirements be established for abandoned scooters to ensure prompt response to complaints?
- City received some complaints on operation with most being resolved with the local scooter contact.
- Need to better control prohibition of scooter rentals via geofencing.

**Recommendation**

Approval of license applications for Bird Rides and Spin is recommended at 100 scooters each. The City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles (scooters) per the agreement and may bring forward an amendment limiting the number of scooters if it becomes problematic.

**Advisory Commission Discussion:**

N/A

**Attachments:**

- Micromobility Operations License Agreement - Bird
- Bird Summary of Operations
- Micromobility Operations License Agreement - Spin
- Spin Summary of Operations

**MICROMOBILITY OPERATIONS LICENSE AGREEMENT**

This License Agreement (“License”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation, 101 East 4<sup>th</sup> Street, Hastings, MN 55033 (“the City”), and Bird Rides, Inc., a corporation organized and existing under the laws of the State of Delaware, 406 Broadway, #369, Santa Monica, CA 90401 (“Licensee”).

**RECITALS**

- A. WHEREAS, the City has adopted an ordinance to facilitate and regulate micromobility sharing operations from the City’s Right-of-Way (the “Ordinance”); and
- B. WHEREAS, the City controls certain public rights of way and recreational trails located within its municipal boundaries (the “City Right-of-Way”); and
- C. WHEREAS, Licensee owns a fleet of commercial, Micromobility Vehicles intended or equipped for shared use by paying consumers from right-of-way locations in the City; and
- D. WHEREAS, Licensee’s vehicles are Micromobility Vehicles as defined by the Ordinance; and
- E. WHEREAS, Licensee’s operation requires use of City Right-of-Way to facilitate the stationing and parking of Licensee’s Fleet within the City, and it is considered a Micromobility Sharing Service under the Ordinance (“Licensee’s Operation”); and
- F. WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize the City Right-of-Way during the term of this Agreement.

**LICENSE**

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby referred to and incorporated herein and made part of this License.

2. DEFINITIONS

- a. Fleet Vehicle means a Micromobility Vehicle that is used by Licensee as part of Licensee’s Micromobility Sharing Service.
- b. Furnishing Zone means the section of the sidewalk between the curb and the sidewalk clear zone in which street furnishings and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided.
- c. Sidewalk Clear Zone means the accessible, primary pedestrian thoroughfare that runs

parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

### 3. LICENSE TERM

City grants a license to Licensee to utilize a portion of the Right of Way, for a term commencing March 1, 2023, and terminating on December 31, 2023, in accordance with the provisions set forth herein.

### 4. TERMS AND CONDITIONS FOR USE OF CITY RIGHT-OF-WAY

Licensee agrees that it will implement Licensee's Operation in accordance with the following terms and conditions:

#### a. Fleet size and type

- (1) Licensee shall deploy and maintain in service a level of Micromobility Vehicles sufficient to satisfy the demand of the City's residents and visitors.
- (2) A maximum total of 100 Micromobility Vehicles is authorized under this Agreement. If more than one license is issued by the City, then each permitted licensee shall be limited to an equal number of Micromobility Vehicles to achieve the maximum total number allowed.
- (3) Notwithstanding Sections 4.a.(2), the City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles in Licensee's Fleet allowed under the Ordinance and this Agreement. The City will notify Licensee of any increases or decreases applicable to Licensee's Fleet under this section by sending written or emailed notice. Such increases or decreases shall not require an amendment to this Agreement.
- (4) Licensee shall distribute its Fleet throughout the City in a manner that accounts for citizen demand, City request, and is consistent with the parking requirements of Section 4.c. herein. Licensee shall not deploy Micromobility Vehicles at inappropriate densities and shall monitor its Fleet density at least once every day and relocate vehicles as needed to comply with these density requirements. The City in, its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the city if deemed too dense or too sparse. Licensee shall comply with all such requests within 24 hours of receiving notice from the City.

#### b. Fleet Scooter equipment, maintenance, and safety requirements

- (1) Each vehicle in Licensee's Fleet must visibly display Licensee's logo or business name and shall have a unique identifier clearly displayed on each device for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in Licensee's Fleet.
- (2) Licensee shall provide a comprehensive inventory of Licensee's Fleet, including model, type, and unique identifier to the City. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from Licensee's Fleet.
- (3) All vehicles in Licensee's Fleet shall be equipped with both a locking mechanism to prevent theft and an operable mechanism to provide real-time location when a device is parked.
- (4) Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee's Fleet within 12 hours of the initial onset of such condition.
- (5) Licensee agrees that it will provide all users of Licensee's Fleet with a summary of instructions and laws regarding motorized foot scooter riding, parking, and operations including those set forth in Minnesota State Statute 169.225, and any other law or regulatory provision applicable to the operation or parking of Micromobility Vehicles.
- (6) Licensee agrees that it will either require or recommend the use of helmets to all users of Licensee's Fleet in accordance with Minnesota State Statute 169.225, and any other law or regulatory provision applicable to the operation of Micromobility Vehicles.
- (7) Licensee will keep and maintain a comprehensive and complete record of all Micromobility Vehicle collision reports received by Licensee or its contractor(s) during the term of this Agreement. The record shall include day, time and location. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

c. Fleet Scooter Parking

All devices in Licensee's Fleet shall comply with the following parking rules and restrictions when located in the City Right-of-Way:

- (1) Fleet Vehicles must be parked upright and stabilized when not in use.
- (2) Sidewalk parking shall be limited to areas within the Furnishing Zone, outside the pedestrian path of travel.
- (3) Fleet Vehicles must not be parked in any location or manner that will impede

normal and reasonable pedestrian traffic or access to:

- (a) Pedestrian ramps
  - (b) Building/property entrances
  - (c) Driveways
  - (d) Loading zones
  - (e) Disability parking and transfer zones
  - (f) Transit stops
  - (g) Crosswalks
  - (h) Parklets
  - (i) Street/sidewalk cafes
  - (j) Other street furnishings (benches, parking meters, etc.)
  - (k) Underground utility, sewer, or water facilities
  - (l) Sidewalk Clear Zones
- (4) Fleet Vehicles shall not be parked in landscaped areas, traffic islands, in the street, in a manner that obstructs the sightlines of any intersection, or in any place where they could pose a safety hazard.
- (5) The City reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Fleet Vehicles in specified areas, or to direct users to specified designated parking areas. Licensee shall comply with any and all geofencing requirements within 5 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.
- (6) Licensee will be solely responsible for informing its customers as to parking a Fleet Vehicle properly.
- (7) Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.

d. Fleet Vehicle Parking Complaints/Enforcement

- (1) Licensee must provide the City with an up-to-date, direct, local contact for Licensee's Operation, as well as an emergency, after-hours contact.
- (2) Except where the public's safety and welfare will be unduly compromised, Fleet Vehicle complaints received by the City shall be referred to Licensee, and Licensee or Licensee's authorized representative shall address/respond to all complaints within 24 hours by re-parking or relocating its noncompliant Fleet Vehicles.
- (3) Licensee shall be solely responsible for monitoring Fleet Vehicle parking or

dumping on private property, or other public property not owned or controlled by the City, but the City may impound illegally parked Fleet Vehicles in accordance with City ordinances.

- (4) Licensee will be solely responsible to third parties for addressing unauthorized Fleet Vehicles dumped or left unattended on private property, or on other public property not owned or controlled by the City.
  - (5) A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as identified in the City's fee schedule.
  - (6) Any failure by the City to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.
- e. Data Collection/Sharing. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding a Fleet Vehicle. Notwithstanding any other provision or state law to the contrary, this section shall be deemed to include personally identifiable customer data.

## 5. RESCISSION, REVOCATION, OR OTHER PENALTIES

- a. The City may rescind, revoke, suspend or modify this License after sending written notice to Licensee, in order to protect the public health, safety and welfare of the public or if Licensee violates any terms and conditions of City Code Section 70.09 or this License Agreement.
- b. If the City determines, in its sole discretion, that the public's safety and welfare will be unduly compromised by the passage of time, the City may take action to remedy any violation or respond to any complaint at Licensee's expense. If the City incurs any costs or damages arising out of such action, Licensee shall reimburse the City for such costs within 30 days of receiving written or emailed notice.
- c. The City may limit the number of Fleet Vehicles allowed under this Agreement if it determines that the number of Fleet Vehicle parking violations, third party complaints, or Licensee's response to such violations or complaints are unacceptable or detrimental to public safety, or otherwise create or contribute to a nuisance condition.
- d. The City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws or the terms of this License Agreement. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without prior notice to Licensee.

6. INDEMNIFICATION

Licensee shall indemnify and hold the City, the City's public officials, employees and agents harmless from and against any and all liability, claims, demands, actions, and causes of action, including expenses and reasonable attorneys' fees, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, Licensee's use of City Right-of-Way, except the liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the City. The indemnification provisions of this Agreement shall survive expiration, suspension, revocation and any other termination of this License.

7. ASSIGNMENT OF RIGHTS

Licensee shall not sell or assign its rights pursuant to this License or permit the use of Licensee's Fleet or any part thereof by any other entity without the express prior written consent of the City. Any unauthorized action in violation of this provision shall be void and shall terminate Licensee's rights pursuant to this License.

8. INSURANCE

Licensee must at all times maintain commercial liability insurance covering the Licensee's Property with minimum policy limits for bodily injury or death of not less than \$1,500,000 per occurrence and \$1,500,000 annual aggregate. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk. All liability insurance policies required herein shall name the City as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without first giving 10-days' written notice to the city, addressed to the City Clerk.

9. CITY CODE COMPLIANCE

Licensee hereby agrees to comply with all terms and conditions of City Code Section 70.09 regarding Micromobility vehicles whether or not such terms are included in this License Agreement.

**[remainder of page intentionally left blank]**



**CITY**

By: \_\_\_\_\_  
Mary Fasbender, Mayor

By: \_\_\_\_\_  
Kelly Murtaugh, City Clerk

**LICENSEE**

By: \_\_\_\_\_

Name:

Its:



X-C-01(a,b)

# Hello, Hastings

2021



# Our Why:

Improve our communities and the lives of those around us.



X-C-01(a,b)

# What is Bird?

A micromobility company with a focus in shared electric vehicles.

BIRD



X-C-01(a,b)



# Bird's Story

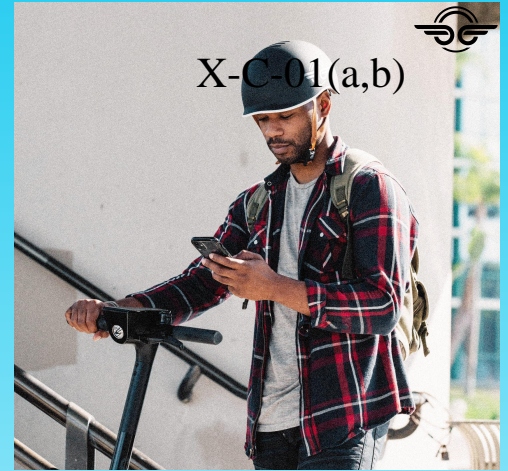
**Founded in 2017**, Bird saw instant success as a pioneer in the space.

Today....

**5** Continents. **25** Countries.  
**375** Cities. **100M+** Rides.

**Most-trusted** micromobility provider in the world.

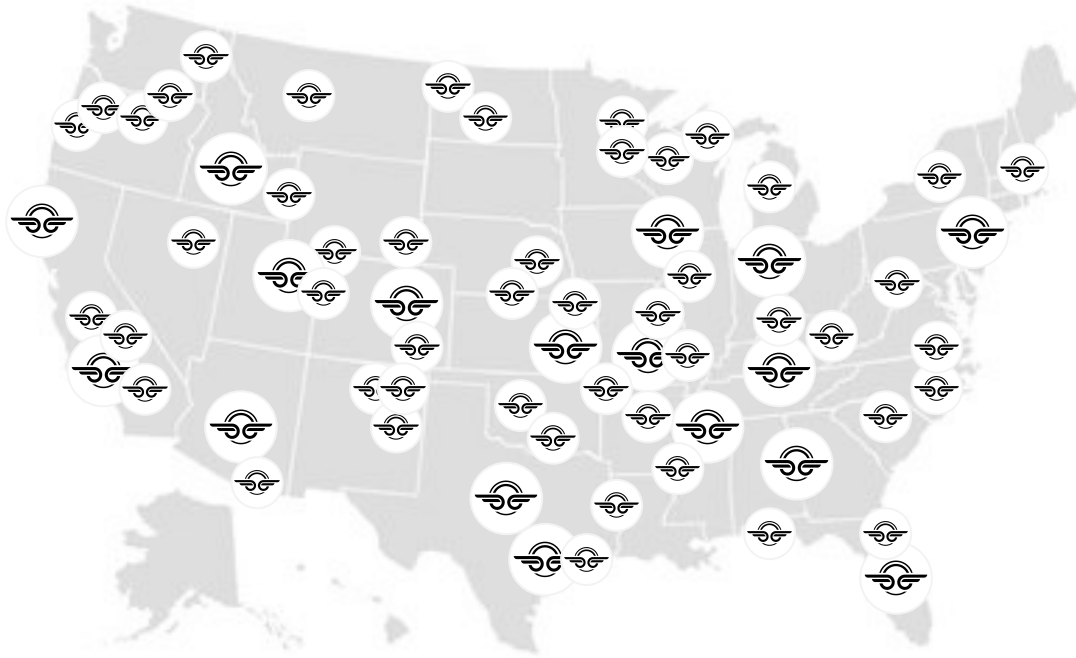
BIRD



# Cities Big and Small



X-C-01(a,b)

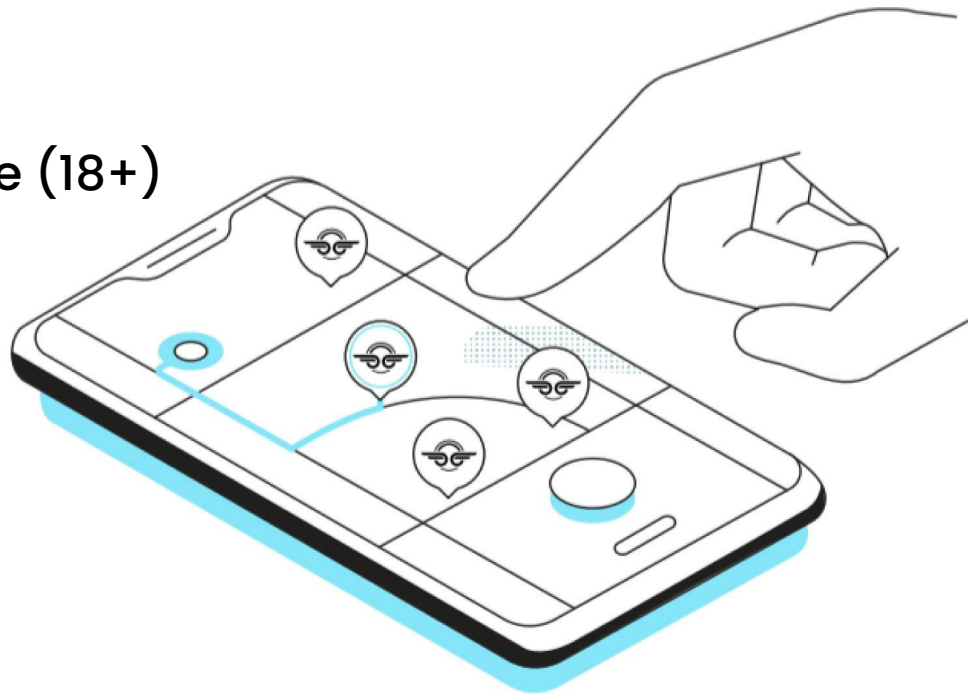


City	Population
New Ulm, MN	13,200
Marshall, MN	13,600
Albert Lea, MN	17,700
Fort Dodge, IA	24,200
Ottumwa, IA,	24,600
Mason City, IA	27,200
Kearney, NE	33,500
Waterloo, IA	67,300
Duluth, MN	85,900
Green Bay, WI	104,600



# How it works

1. Download the Bird app
2. Sign user agreement & verify age (18+)
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!





# Pricing

## Standard Pricing


\$1+ a per minute fee. Averaging ~\$7 a ride.

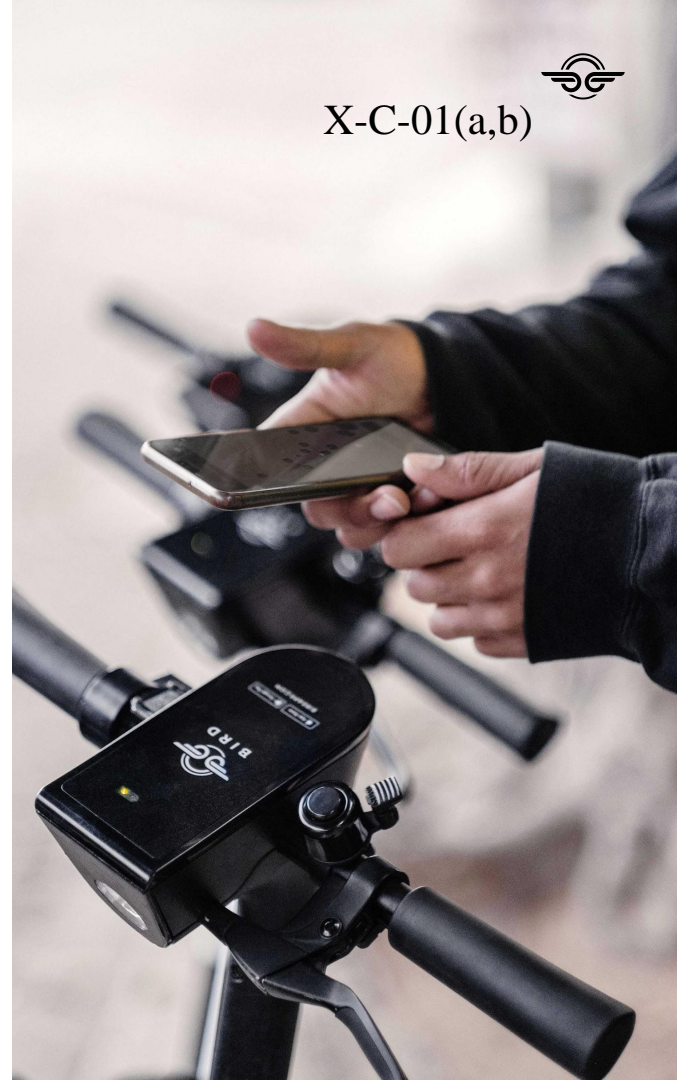
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## Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

BIRD

X-C-01(a,b) 



# Geo-Zone Technology

All vehicles are tracked with GPS.

When riders enter a designated geo-zone, vehicles follow set rules.

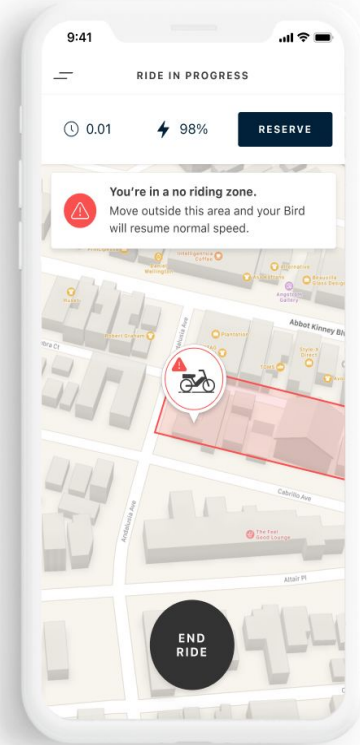
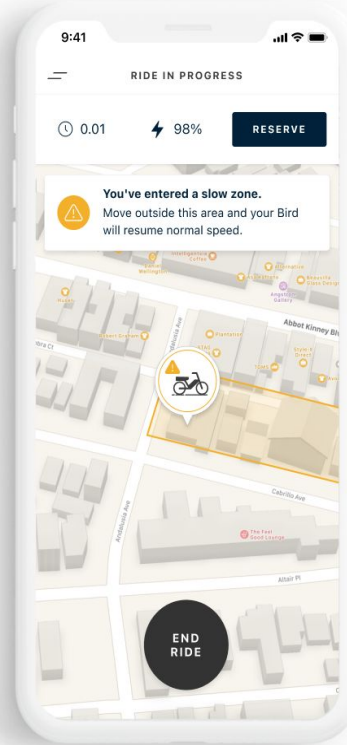
Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.



X-C-01(a,b)

## Slow Zone

## No-Ride Zone



# Focus on Reducing Clutter

Bird's future relies on properly integrating dockless micromobility into our communities



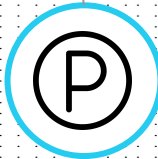
Educate Riders



Nudge Desired Behaviors



Local Presence



Make Space



Leverage Data

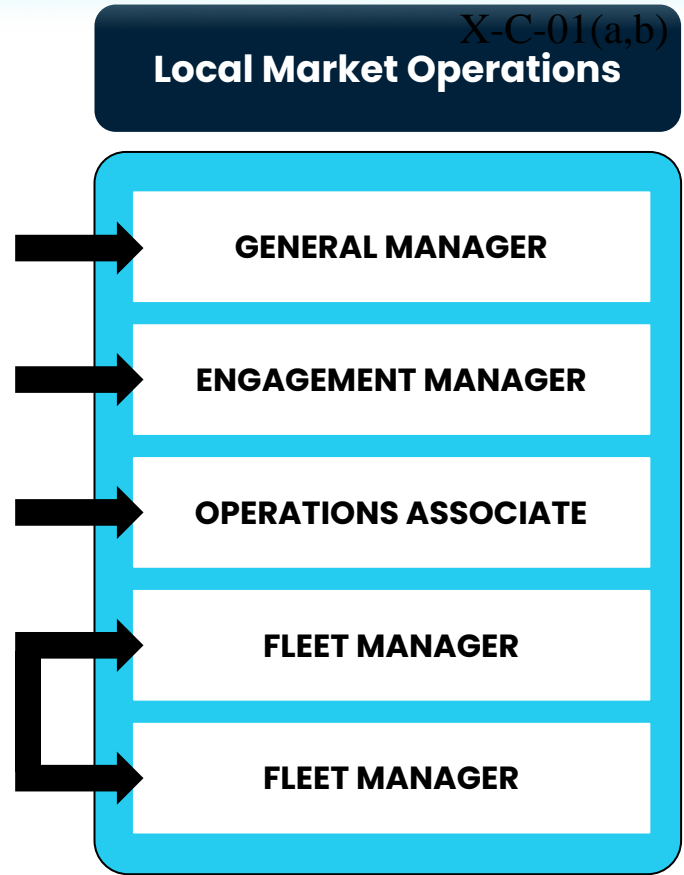
# Bird's Hyper-localized Network

**General Manager**  
Oversees local market operations, deployment, and regulatory compliance

**Engagement Manager**  
Oversees fleet operators, maintains KPI health of partners

**Operations Associate**  
Oversees operational processes to maximize compliance and efficiency

**Fleet Managers**  
Deploy, rebalance, clean, maintain vehicles, and provide on-the-ground support



# Local Run Operations

Our Fleet Managers are local contract workers responsible for managing a fleet including charging, repairs, and various performance tasks.

## Local Touch:

- ✓ Deep community ties, and local knowledge
- ✓ Fast issue resolution
- ✓ Economic Opportunity
- ✓ Aligned incentives

## Back by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles



Being a fleet manager has enabled me to take care of my family, and provide employment opportunities in a time where we all need help.

- Chris, Atlanta, GA.

# Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Data Dashboard**
- ✓ **# of Vehicles:** 50-75
- ✓ **Launch Date:** April/May (weather dependent)
- ✓ **Approval Documentation:** License Agreement





X-C-01(a,b)

# Thank You



**MICROMOBILITY OPERATIONS LICENSE AGREEMENT**

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**RECITALS**

- A. WHEREAS, the City has adopted an ordinance to facilitate and regulate micromobility sharing operations from the City’s Right-of-Way (the “Ordinance”); and
- B. WHEREAS, the City controls certain public rights of way and recreational trails located within its municipal boundaries (the “City Right-of-Way”); and
- C. WHEREAS, Licensee owns a fleet of commercial, Micromobility Vehicles intended or equipped for shared use by paying consumers from right-of-way locations in the City; and
- D. WHEREAS, Licensee’s vehicles are Micromobility Vehicles as defined by the Ordinance; and
- E. WHEREAS, Licensee’s operation requires use of City Right-of-Way to facilitate the stationing and parking of Licensee’s Fleet within the City, and it is considered a Micromobility Sharing Service under the Ordinance (“Licensee’s Operation”); and
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### 4. TERMS AND CONDITIONS FOR USE OF CITY RIGHT-OF-WAY

Licensee agrees that it will implement Licensee's Operation in accordance with the following terms and conditions:

- a. Fleet size and type

- (1) Licensee shall deploy and maintain in service a level of Micromobility Vehicles sufficient to satisfy the demand of the City's residents and visitors.
- (2) A maximum total of 100 Micromobility Vehicles is authorized under this Agreement. If more than one license is issued by the City, then each permitted licensee shall be limited to an equal number of Micromobility Vehicles to achieve the maximum total number allowed.
- (3) Notwithstanding Sections 4.a.(2), the City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles in Licensee's Fleet allowed under the Ordinance and this Agreement. The City will notify Licensee of any increases or decreases applicable to Licensee's Fleet under this section by sending written or emailed notice. Such increases or decreases shall not require an amendment to this Agreement.
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c. Fleet Scooter Parking

All devices in Licensee's Fleet shall comply with the following parking rules and restrictions when located in the City Right-of-Way:

- (1) Fleet Vehicles must be parked upright and stabilized when not in use.
- (2) Sidewalk parking shall be limited to areas within the Furnishing Zone, outside the pedestrian path of travel.

(3) Fleet Vehicles must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic or access to:

- (a) Pedestrian ramps
- (b) Building/property entrances
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(7) Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.

d. Fleet Vehicle Parking Complaints/Enforcement

(1) Licensee must provide the City with an up-to-date, direct, local contact for Licensee's Operation, as well as an emergency, after-hours contact.

(2) Except where the public's safety and welfare will be unduly compromised, Fleet Vehicle complaints received by the City shall be referred to Licensee, and Licensee or Licensee's authorized representative shall address/respond to all complaints within 24 hours by re-parking or relocating its noncompliant Fleet Vehicles.

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  - (5) A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as identified in the City's fee schedule.
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- e. Data Collection/Sharing. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding a Fleet Vehicle. Notwithstanding any other provision or state law to the contrary, this section shall be deemed to include personally identifiable customer data.

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- a. The City may rescind, revoke, suspend or modify this License after sending written notice to Licensee, in order to protect the public health, safety and welfare of the public or if Licensee violates any terms and conditions of City Code Section 70.09 or this License Agreement.
- b. If the City determines, in its sole discretion, that the public's safety and welfare will be unduly compromised by the passage of time, the City may take action to remedy any violation or respond to any complaint at Licensee's expense. If the City incurs any costs or damages arising out of such action, Licensee shall reimburse the City for such costs within 30 days of receiving written or emailed notice.
- c. The City may limit the number of Fleet Vehicles allowed under this Agreement if it determines that the number of Fleet Vehicle parking violations, third party complaints, or Licensee's response to such violations or complaints are unacceptable or detrimental to public safety, or otherwise create or contribute to a nuisance condition.
- d. The City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws or the terms of this License Agreement. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without prior notice to

Licensee.

6. INDEMNIFICATION

Licensee shall indemnify and hold the City, the City's public officials, employees and agents harmless from and against any and all liability, claims, demands, actions, and causes of action, including expenses and reasonable attorneys' fees, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, Licensee's use of City Right-of-Way, except the liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the City. The indemnification provisions of this Agreement shall survive expiration, suspension, revocation and any other termination of this License.

7. ASSIGNMENT OF RIGHTS

Licensee shall not sell or assign its rights pursuant to this License or permit the use of Licensee's Fleet or any part thereof by any other entity without the express prior written consent of the City. Any unauthorized action in violation of this provision shall be void and shall terminate Licensee's rights pursuant to this License.

8. INSURANCE

Licensee must at all times maintain commercial liability insurance covering the Licensee's Property with minimum policy limits for bodily injury or death of not less than \$1,500,000 per occurrence and \$1,500,000 annual aggregate. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk. All liability insurance policies required herein shall name the City as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without first giving 10-days' written notice to the city, addressed to the City Clerk.

9. CITY CODE COMPLIANCE

Licensee hereby agrees to comply with all terms and conditions of City Code Section 70.09 regarding Micromobility vehicles whether or not such terms are included in this License Agreement.

**[remainder of page intentionally left blank]**

**CITY**

By: \_\_\_\_\_  
Mary Fasbender, Mayor

By: \_\_\_\_\_  
Kelly Murtaugh, City Clerk

**LICENSEE**

By: \_\_\_\_\_

Name:

Its:



**Who we Are**

Founded and based in San Francisco, California, Spin operates shared electric scooters across the U.S. Spin launched the first-ever stationless bike share program in the United States and was instrumental in crafting the world’s first mobility permitting system that is now used around the world. The company is also the first in the world to successfully pilot city-first innovations like sidewalk riding detection technology. Spin consists of a diverse team of experienced professionals with government, advocacy, and private sector experience, all of whom are committed to fulfilling the company’s mission: to help create a world full of 15-minute cities. For more information visit <https://www.spin.app>.

In March of 2022, Spin was purchased by [TIER Mobility](#), Europe’s leading shared micromobility provider, whose mission is to Change Mobility for Good. By providing people with a range of shared, light electric vehicles—from e-scooters and e-bikes to e-mopeds, powered by a proprietary Energy Network—Tier helps cities reduce their dependence on cars. Founded in 2018 by Lawrence Leuschner, Matthias Laug and Julian Blessin, TIER is headquartered in Berlin and currently operates in 180+ cities across 19 countries in Europe and the Middle East. With the acquisition of Spin, TIER expands its global footprint to a fleet of 300,000 vehicles deployed in more than 520 cities and communities across 21 countries, making TIER the largest multimodal micromobility operator in the world. With a focus on providing the safest, most equitable, and most sustainable mobility solution, TIER has been climate neutral since 2020.

Spin currently provides services to more than 75 different cities and university campuses across the country. These programs are listed in the table below.





List of Current Spin Markets (Cities & Campuses)	
American University (Washington DC)	North Carolina State University (NC)
Ann Arbor, MI	Ogden, UT
Arlington, VA	Ohio State University
Atlanta, GA	Oklahoma State University
Baltimore, MD	Omaha, NE
Berkeley, CA	Orem, UT
Boise State University	Orland, FL
Boise, ID	Pennsylvania State University (PA)
Brown University (Rhode Island)	Phoenix, AZ
Cleveland, OH	Pittsburgh, PA
Colorado State University - Fort Collins (CO)	Portland, OR
Columbus, OH	Providence, RI
Coral Gables, FL	Purdue University (IN)
Creighton University (NE)	Raleigh, NC
Dayton, OH	Rhode Island School of Design (RI)
Utah Tech University (UT)	Salt Lake City, UT
Duke University (NC)	San Diego, CA
Durham, NC	San Francisco, CA
East Lansing, MI	San Marcos, TX
Emory University (GA)	Santa Monica, CA
Fayetteville, AR	Scottsdale, AZ
Fort Collins, CO	St George, UT
Fort Pierce, FL	St Paul, MN
Gainesville, FL	Stillwater, OK
Garden City, ID	Tallahassee, FL
Howard County, MD	Tampa, FL
Jacksonville, FL	Tucson, AZ



Kansas City, MO	University of Arkansas
Lafayette, IN	University of California, San Diego
Lansing, MI	University of Central Florida
Lexington, KY	University of Florida
Lincoln, NE	University of Georgia
Los Angeles, CA	University of Michigan
Meridian, CO	University of Minnesota
Michigan State University	Utah Valley University
Milwaukee, WI	Virginia Tech University
Minneapolis, MN	Washington City, UT
Montgomery County, MD	Washington, D.C.
Nashville, TN	Winston-Salem, NC

**Spin in Hastings**

Spin’s program in Hastings will create jobs in the local community, offering complete benefits to full-time employees rather than relying on gig economy workers or 1099 contractors. Relying exclusively on internal, W2 employees to fulfill operations is a model unique to Spin in the micromobility sector. The company finds that creating teams composed fully of internal employees allows Spin to maintain a higher level of service in the company’s markets. Team members are fully invested in delivering a strong service, keeping “scooter clutter” in check and carrying out Spin’s mission of creating 15-minute communities.

Spin intends to deploy 100 electric scooters in Hastings, beginning in March of 2023 (weather permitting). The company views this as the ideal number of vehicles for the Hastings community, allowing for equitable and accessible distribution of scooters throughout the City while avoiding overflowing the area with too many devices. Spin commits to a high level of service, regularly monitoring and “rebalancing” scooters to ensure even distribution throughout the City.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: January 3, 2023**  
**Item: Committee Meetings Calendar**

**Council Action Requested:**

No action necessary. Draft Calendar is presented for review, discussion, and feedback ahead of January 17 City Council meeting.

**Background Information:**

Over the past year-plus, we've had a general interest in better and more consistent use of the City Council committee structure. However, our "as needed" approach has been difficult and problematic. Instead: a set schedule would enable City Council, staff, and the public better able to plan their schedules and meeting agenda.

I recommend Administration, Finance, Operations, Parks & Recreation, Planning, Public Safety, and Utilities Committees to have a quarterly meeting schedule. The attached draft calendar includes a few identifiable meetings (for example: Finance Committee in June and August) as well as some pending topics (for example: Public Safety Committee in February to discuss cannabinoid regulation). Unless otherwise noted, all meetings would be at 7 pm in the Volunteer Room at City Hall. Nearly all meetings are scheduled for Mondays, on the assumption that Mondays may be generally available for Councilmembers.

The calendar should be flexible enough that a meeting might be cancelled in the event there might be no agenda items to discuss. Similarly, a special meeting can be called if a topic might need more immediate attention than the next regularly scheduled meeting.

**Financial Impact:**

n.a.

**Committee Discussion:**

n.a.

**Attachment:**

DRAFT Committee Meeting Calendar 2023

	Mon	Tues	Wed	Thurs	Fri		Mon	Tues	Wed	Thurs	Fri
Jan 2 - 6		City Council					July 3 - 7	City Council			
Jan 9 - 13	Ops						July 10 - 14	Utilities			
Jan 16 - 20		City Council					July 17 - 21	City Council			
Jan 23 - 27	Planning						July 24 - 28	Planning			
Jan 30 - Feb 3							July 31 - Aug 4				
Feb 6 - 10	City Council						Aug 7 - 11	City Council			
Feb 13 - 17	Admin		Public Safety				Aug 14 - 18	Ops			
Feb 20 - 24		City Council					Aug 21 - 25	Council			
Feb 27 - March 3	Utilities						Aug 28 - Sept 1	Finance			
March 6 - 10	City Council						Sept 4 - 8		City Council		
March 13 - 17	Finance		Ops				Sept 11 - 15	Public Safety		Admin	
March 20 - 24	City Council						Sept 18 - 22	City Council			
March 27 - 31	Parks						Sept 25 - 29	Parks			
April 3 - 7	City Council						Oct 2 - 6	City Council			
April 10 - 14	Admin						Oct 9 - 13	Utilities			
April 17 - 21	City Council						Oct 16 - 20	City Council			
April 24 - 28	Public Safety						Oct 23 - 27	Planning		Public Safety	
May 1 - 5	City Council						Oct 30 - Nov 3				
May 8 - 12	Utilities						Nov 6 - 10	City Council			
May 15 - 19	City Council						Nov 13 - 17	Admin			
May 22 - 26	Planning						Nov 20 - 24	City Council			
May 29 - June 2	Parks						Nov 27 - Dec 1	Finance			
June 5 - 9	City Council						Dec 4 - 8	City Council			
June 12 - 16	Finance						Dec 11 - 15	Ops			
June 19 - 23	City Council						Dec 18 - 22	City Council		Parks	
June 26 - 30							Dec 25 - 29				

**Administration**

Mon Feb 13  
Mon April 10  
Wed Sept 13  
Mon Nov 13

**Finance**

Mon March 13  
Mon June 12  
Mon Aug 28  
Mon Nov 27

**Operations**

Mon Jan 9  
Wed March 15  
Mon Aug 14  
Mon Dec 11

**Parks & Rec**

Mon March 27  
Mon May 29  
Mon Sept 25  
Wed Dec 20

**Planning**

Mon Jan 23  
Mon May 22  
Mon July 24  
Mon Oct 23

**Public Safety**

Wed Feb 15  
Mon April 24  
Mon Sept 11  
Wed Oct 25

**Utilities**

Mon Feb 27  
Mon May 8  
Mon July 10  
Mon Oct 9

**NOTES:**

- Historic Preservation Committee on as-needed basis.
- All meetings 7 pm, unless otherwise noted.
  - Planning – 6 pm
  - Ops, TBD Jan ???
  - Finance, Mon Aug 28 – 8 am (budget meeting).
- Meetings may be canceled in advance if not necessary.
- Special meetings may be scheduled as needed.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: January 3, 2023**  
**Item: Strategic Initiatives**

**Council Action Requested:**

No action necessary. Begin discussion about next round of planning process.

**Background Information:**

Over the last year-plus, we have used a set of Strategic Initiatives as agreed priorities in order to maintain focus and progress, drive accomplishment, and ensure regular tracking and reporting.

When the City Council approved the Strategic Initiatives in September 2021, they were expected as a guide for the next year to year-and-half. As a matter of practical effect, we are wrapping up that cycle and should begin planning the priorities of the next cycle. As a matter of timing, this matches well with the November election and at least two new Councilmembers in January.

We have organizational business and several workshops planned for early in the year, so I anticipate it will be February or March before we begin the next round of planning.

In planning for the next round, I have several questions about the process:

- Do we work with a facilitator or handle the development process in-house?
- Do we hold a single day-long retreat, a series of shorter meetings, or something in-between?
- To what extent should we continue and build on the existing priorities, and to what extent should they be new?
- Has the reporting been clear and effective?

In the meantime, the Management Team is developing a “Ninety Day World” action plan to focus on key priorities and reporting over the next three months. This will help avoid a gap between the City Council’s two cycles, identify the degree of operational detail for initiatives, and ensure that all departments are working toward and reporting priorities.

The 4<sup>th</sup> Quarter 2022 report will be presented at the City Council meeting on January 17.

**Financial Impact:**

n.a.

**Committee Discussion:**

n.a.

**Attachment:**

n.a.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: January 3, 2023**  
**Item: Legislative Priorities**

**Council Action Requested:**

No action necessary. Topic is presented for review, discussion, and feedback for potential future workshop or meeting.

**Background Information:**

The City Council has generally utilized the legislative priorities set by the League of Minnesota Cities and Metro Cities (both organizations which the City is a member). This was acknowledged by the City Council on March 2, 2020.

- a. **LMC:** [2023 Legislative Priorities - League of Minnesota Cities \(lmc.org\)](http://lmc.org)
- b. **Metro Cities:** [2023 Legislative Policies \(metrocitysmn.org\)](http://metrocitysmn.org)

Beyond these, the City has obviously supported its own applications for state bonding bill funding in recent years, as well as support for renovation of the State Veterans Home.

Also please note: the City's Rules of Procedure/Decorum Guidelines states, "Be cautious in representing City positions on issues – before sending correspondence related to the legislative position, check with the City Administrator to see if a position has already been communicated. When corresponding with representatives of other governments or constituents, remember to indicate if appropriate that the views you state are your own and may not represent those of the full Council."

**Financial Impact:**

n.a.

**Committee Discussion:**

n.a.

**Attachment:**

n.a.