

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, April 3, 2023

7:00 p.m.

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

Proclamation: Arbor Day 2023

V. APPROVAL OF MINUTES

Approve Minutes of the City Council workshop and regular meeting on March 20, 2023.

VI. COMMENTS FROM THE AUDIENCE

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

VII. COUNCIL ITEMS TO BE CONSIDERED

VIII. CONSENT AGENDA

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

- 1. Pay Bills as Audited
- 2. Resolution: Accept Donation from the Hastings Rivertown Lions Club to the Parks and Recreation Department
- 3. Authorize Signature: Use of Fire Safety House for Safety Camp on June 27, 2023
- 4. Authorize Signature: Use of Fire Safety House for Fire Department Open House on October 10, 2023
- 5. Resolution: Approve Transfer of Liquor License from Nirvana, LLC dba Ace Liquor to KTEK, LLC dba Ace Liquor Store, 1355 South Frontage Road, Suite 330
- 6. Resolution: Approve Transfer of Tobacco License from Nirvana, LLC dba Ace Liquor to KTEK, LLC dba Ace Liquor Store, 1355 South Frontage Road, Suite 330
- 7. Approve Special Event Designation – Downtown Business Association (DBA) –Historic Hastings Car Shows
- 8. Approve Business Service Agreement with Digitech Computer LLC for Ambulance & EMS Billing Services
- 9. Approve 2023 – 2027 Dakota County Drug Task Force (DCDTF) Joint Powers Agreement
- 10. Approve In-Store Fireworks Sales License for TNT Fireworks at Coborn’s #2037, 225 33rd Street West
- 11. Escrow Accounts and Fees for Development
 - a. 1st Reading and Order Public Hearing: City Code Amendment – Chapter 34.03: Escrows and Fees
 - b. 1st Reading and Order Public Hearing: City Code Amendment – Chapter 154: Escrows and Fees
 - c. 1st Reading: City Code Amendment – Chapter 155: Escrows and Fees
- 12. 1st Reading: City Code Amendment – Chapter 155: Solar Energy Systems
- 13. 2nd Reading: City Code Amendment – Chapter 34: Fee Schedule – Cannabis and Hemp Businesses

14. Resolution: Approve the Delegated Contracting Process Agreement with MnDOT
15. Approve WSB & Associates, Inc. Professional Services Agreement for a PFAS Water Treatment Feasibility Study
16. Resolution: Approve Installation of a Sign to Address Engine Braking on TH 316
17. Update on Flood Forecast & Response Planning Steps
18. No Wake Ordinance
19. 2022 Public Safety Advisory Commission Report

IX. AWARDING OF CONTRACTS AND PUBLIC HEARING

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

1. 2023 Neighborhood Infrastructure Improvements
 - a. Conduct Public Hearing
 - b. Resolution: Order the Improvements and Adopt Assessments

X. REPORTS FROM CITY STAFF

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

A. Public Works

B. Parks and Recreation

C. Community Development

D. Public Safety

E. Administration

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, April 17, 2023 7:00 p.m.



**Proclamation
Proclaiming Arbor Day 2023
In the City of Hastings, Minnesota**

WHEREAS, The City of Hastings declares Friday, April 28, as Arbor Day; and

WHEREAS, The City of Hastings has celebrated Arbor Day since 1997, planting trees in different parks and spaces identified by the City Forester; and

WHEREAS, The purpose of Arbor Day is to encourage and educate Hastings residents in tree planting, developing civic pride and a sense of community; and

WHEREAS, Arbor Day 2023 will be held at Greten Park, Friday, April 28th from 1:30 p.m. – 2:30 p.m.; and

WHEREAS, 10 trees will be planted, mulched and watered; and

WHEREAS, Arbor Day 2023 is partially sponsored by Dakota Electric Association and Hoffman and McNamara, and the City of Hastings is appreciative of these civic minded groups to help make this event possible; and

WHEREAS, The City of Hastings has been recognized as a Tree City USA community by the National Arbor Day Foundation since 1997, celebrating 26 years; and

NOW THEREFORE, BE IT RESOLVED, that I, Mayor of the City of Hastings, do hereby proclaim April 28th as Arbor Day in Hastings.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, MINNESOTA, THIS 3rd DAY OF APRIL, 2023.

Mary D. Fasbender, Mayor

Hastings, Minnesota
City Council Workshop
March 20, 2023

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, March 20, 2023 at 5:30 p.m. in the Volunteer Room at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

Members Present: Mayor Fasbender, Councilmembers, Haus, Fox, Leifeld, Lund, Pemble
Members Absent: Councilmembers Folch
Staff Present: City Administrator Dan Wietcha
Assistant City Administrator Kelly Murtaugh
Community Development Director John Hinzman

Mayor Fasbender called the workshop to order at 5:30 p.m., welcoming Councilmembers and staff to discuss the Rules of Decorum that were originally adopted in 2018. Wietcha provided an overview of the previously adopted rules. Council discussion on adding clarity around committee attendance and sending committee materials. The rules contribute to improved communication for councilmembers. Council discussion on awareness of the time set aside for meetings, respecting the scheduled time and not going over. Council agreed that the chair should manage the time keeping of meetings and have City Administrator connect with the Chair in advance of the meeting to review and manage the agenda.

Council discussion about meeting day calls working better than texting and the follow-up email is helpful in keeping information consistent for all councilmembers. Council discussion about the “Three on Thursday” being very helpful to stay on top of the upcoming happenings.

Council recognition of two important components of the Rules: Continue to trust staff as professionals and subject matter experts. Being respectful of each other’s time—by being prepared, bringing up important questions, have an efficient but thorough meeting.

Discussion about respect for staff time with requests, research, and projects. Use of “parking lot”—items were kept fresh through the use of the tracking list. Items were moved from the “parking lot” appropriately.

Appreciation of Robert’s Rules—respectful and professional. The efficiency of Robert’s Rules of Order is everyone’s responsibility and will require some effort. It is a good foundation for Council’s work together.

Include Mayor in correspondence to City Admin or staff was discussed.

Council discussion that items/issues may be brought up in a less appropriate forum or timeframe—recommend sending a message to Mayor and/or City Administrator to determine best format and timing.

Once Council has made a decision, important to follow the decision. Even if individual Council members do not agree, once the vote is taken, following the decision is the best course of action. However, if a decision needs to change based on new information, then certainly Council can review.

Wietecha indicated that the Public Comment email was put in place in response to the pandemic. There has been no public use of the email in over a year. Council indicated that they are comfortable letting go of the email inbox, as there are several other options for reaching out to Council or City staff.

Wietecha inquired about the continued use of Zoom for access to Council meetings. This was set up by many cities during the pandemic and some are no longer offering. There is minimal public participation via Zoom. Council discussion on retaining the tool for those who are not able to participate in person for some reason, as it is more inclusive and demonstrates that the City is transparent with its meetings.

Updated Rules will be provided for Council to vote on at an upcoming meeting.

The workshop adjourned at 6:43 pm.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

Hastings, Minnesota
City Council Meeting Minutes
March 20, 2023

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, March 20, 2023 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

Members Present: Mayor Fasbender, Councilmembers Fox, Haus, Leifeld, Lund, and Pemble

Members Absent: Councilmember Folch

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
City Attorney Korine Land
Community Development Director John Hinzman

Presentation: Building Remembrance for Reconciliation

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the regular City Council meeting on March 6, 2023.

Minutes were approved as presented.

Council Items to be Considered

Councilmember Fox motioned to accept adding authorization applications for the MN DNR Outdoor Recreation grants to the Reports from City Staff, Parks and Recreation portion of the agenda, seconded by Councilmember Haus.

6 Ayes, 0 Nays.

Consent Agenda

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

6 Ayes, 0 Nays

1. Pay Bills as Audited
2. Resolution No. 03-04-23: Approve New Massage Therapist License for Kristen Layman
3. Resolution No. 03-05-23: Approve Outdoor Music – Tent Event with Liquor License Amendment for Dugarel’s
4. Approve Contract with Precision Landscaping & Construction, Inc. for Downtown Planters & Baskets
5. Approve Contract with ISG, Inc. for Roadside Tennis Courts & Parking Lot
6. Resolution No. 03-06-23: Accept Donation from the Hastings Rivertown Lions Club to the Hastings Fire Department
7. Resolution No 03-07-23: National Opioid Settlement
8. Approve Commissions Meeting Calendar Schedule
9. City Council Meeting June 19, 2023
10. Approve Budget Amendment for the Hastings Fire Station Shower
11. Approve Water Meter Project Budget Carryover Adjustment

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

12. Resolution No. 03-08-23: Declaring Insurance Liability Coverage

Resolution: Authorizing Application for MN DNR Outdoor Recreation Grants

Wietecha expressed appreciation for the ability to add this item to the agenda. Staff have identified the grant as an opportunity for funding at a fifty-fifty match. Playground equipment at Conzemius, Pioneer, and Tuttle parks are scheduled for replacement in 2024. Each park would require a separate grant application. The applications are due March 31, 2023. Wietecha explained how funds are granted and the City's responsibility; if priorities change, the applications could be withdrawn or grant declined if awarded.

Council discussion on the priority of these three parks in this process and the City's competitiveness in these submissions. Wietecha explained conversations with the DNR indicated certain improvements may not be eligible to receive funding. Wietecha shared the City is familiar with this grant program as it was used for improvements to Lions Park and the Lake Isabelle Park project.

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

2nd Reading\Adopt Ordinance: Annexation – Best Development Property – Walden at Hastings (TH 316 & Michael Ave)

Hinzman provided an overview of the request to annex the property owned by Best Development (TH 316 & Michael Ave). The developer submitted the annexation application in anticipation of future City Council approvals to generally allow for the number and types of residential units within the conceptual plan. No official approvals pertaining to residential construction are included in this application. Council is requested to approve annexation with land use remaining agricultural. Future meetings would look at results of the traffic impact study, environmental assessment, land use changes, and plan approval. With approval, the annexation would extend the City boundaries and land use remains the same at this point. Hinzman outline the many steps in the process that would occur before Council.

Hinzman indicated that the concept plan has been presented to a neighborhood meeting, Planning Committee of Council, and Planning Commission. Hinzman showed the concept plan and discussed the life cycle nature of the types of home sites and amenities.

Council discussion on clarifying of current ownership of the property, the increase in number of units from prior proposals, the mix of types of homes, and traffic. Council discussion on anticipated changes as a result of the development in terms of tax revenue, increase in new residents, impact on public safety, and infrastructure. Council asked clarifying questions about the north side barrier with 30' berm with landscaping, the commencement of the traffic study, and impact to the City if the development project falls through.

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

2nd Reading: City Code Amendment – Chapter 117 Cannabis and Hemp (Licensing)

Attorney Land indicated that this is the final reading for both licensing and zoning proposed ordinance changes. Land provided a presentation of the proposed ordinance amendment regarding Licensing and Zoning

Regulations of Cannabis and Hemp Uses, Sales, and Operations. Land reviewed the proposed retail performance standards (time, place and manner). The same performance standards are in place for zoning and licensing ordinances. State law changes may impact the proposed ordinances which would require Council to revisit the ordinances. The proposed state legislation allows cities to adopt a moratorium that is effective until 1/1/25. Land recommends adoption with a late implementation for staff to prepare and communicate to current business owners.

Council discussion on the details of the proposed language, limits on number of retailers, and the intersection of state and local proposals. Council expressed appreciation for the presentation. Council discussion on removing bars (on-sale liquor) as a prohibited establishment. Further discussion about watching what happens locally and with the state, getting public safety input, and amending the ordinance at a later date. Council expressed support for the ordinance amendments as presented. Council discussion on extending moratorium options. Land indicated that an extension is not before Council and the moratorium will expire prior to the next meeting. Council discussion on implications of the proposed ordinances, recalling the work into the ordinances, and limitations our public safety departments may encounter. Council discussed the ability to limit the number of licenses and agriculture properties within the City that may fit the proposed zoning ordinance. Council asked for additional clarification on prohibitions for on-sale and off-sale products.

Councilmember Leifeld motioned to approve as presented, striking that bars are excluded from both ordinances, seconded by Councilmember Haus.
3 Ayes, 3 Nays (Pemble, Lund, Fasbender).

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

2nd Reading: City Code Amendment – Chapter 155 Cannabis and Hemp (Zoning)

See discussion above.

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

1st Reading: City Code Amendment – Chapter 34 – Fee Schedule

Clerk Murtaugh introduced the proposed ordinance amendment in response to the 2nd Readings of Cannabis and Hemp Zoning and Licensing Ordinances. The proposed ordinance creates a one-time background investigation fee and an annual fee for the following licenses: Cannabis Product Retail License, Manufacturing/Testing/Processing/Wholesale License, and Cultivation License. The Public Safety Planning Commission and the Public Safety Committee of Council recommended a \$10,000 fee for retail establishments.

Council discussion on comparison to liquor license fees and what goes into setting the fees. Council expressed the proposed retail fee may be inhibitive to retailers, while also understanding the reasoning behind the proposed fee. Council proposed amending the retail fee to \$8,000. Council asked about liquor license fees in comparison to the proposed fees and other neighboring communities' licensing fees. Land explained the

enforcement requirements is much higher than a liquor license and shared what licensing fees other local communities have. Council expressed support for amending the annual fee to \$8,000.

Councilmember Fox motioned to approve, amending the annual retail fee to \$8,000.00, seconded by Councilmember Leifeld.
5 Ayes, 1 Nays (Pemble).

Strategic Planning Facilitator

Wietecha introduced the request to select and approve hiring a facilitator for Strategic Planning. Over the last year, Council used a set of Strategic Initiatives as agreed priorities in order to maintain focus and progress, drive accomplishment, and ensure regular tracking and reporting. In January of 2023, The City Council had a general consensus to develop an updated set of initiatives this Spring with several recommendations.

Council discussion on leaving the decision up to staff as possibly being more versed in making the choice based on prior experience with these consultants and knowledge of Council goals. Council expressed support for the recommendations. Wietecha recommended moving forward with Rapp Consulting Group and clarified this item is not included in the budget.

Councilmember Leifeld motioned to approve as presented, authorizing Rapp Consulting Group as the consultant, seconded by Councilmember Fox.
6 Ayes, 0 Nays.

Public Works Director

Wietecha reviewed the vacancy in the Public Works Director role and how it has been handled since summer 2021. After an unsuccessful search, the City amended the contract with Focus Engineering to name Ryan Stempski as Interim Public Works Director through 2022 and later extended it through March, 2023. Wietecha shared Stempski has support in the Public Works Department, with the Operations Committee, and the Management Team. Council is asked to approve appointing Stempski to the Director position.

Council discussion that Stempski has built important relationships within and outside the City and has support of his team. Council discussion on the many critical projects going on now and in the near future and there is confidence in Stempski's ability to lead the department.

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

Announcements

- Free Ice Cream Cone day at Dairy Queen today (March 20, 2023)
- Coffee with a Cop is tomorrow Tuesday, March 21, from 10 – noon at Froth & Cork.
- The Friends of Pleasant Hill Library used book sale is March 23 to 26.
- Athletic Gear Swap on Saturday, April 1. Please ensure items are in fair condition, clean, and useable.
- Applications for 2023 Community Investment Fund (CIF) project proposals are open, with a first review of applications set for March 31. The City created the CIF last year to encourage and support community partnerships and community-driven projects.

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

- Happy Birthday next week to Councilmember Dave Pemble.

Meetings

- Heritage Preservation Commission Meeting on Tuesday, March 21, 2023 at 7:00 p.m.
- Planning Commission Meeting on Monday, March 27, 2023 at 7:00 p.m.
- Parks Committee Meeting on Monday, March 27, 2023 at 7:00 p.m.
- City Council Workshop on Monday, April 3, 2023 at 5:30 p.m.
- City Council Regular Meeting on Monday, April 3, 2023 at 7:00 p.m.

Councilmember Pemble motioned to adjourn the meeting at 8:54 PM, seconded by Councilmember Leifeld. Ayes 6; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang – Accountant

Date: 03/30/2023

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of February 2023 CC payments.

Council review of weekly routine disbursements issued 03/28/2023.

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

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:

February 2023 CC Payments	\$	36,358.58
Disbursement checks, EFT issued on 03/28/2023	\$	153,538.06
Disbursement checks, EFT to be issued on 04/04/2023	\$	180,726.64

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Council Reports

February 2023 Credit Card Charges

Date	Vendor	Amount	Account	Description
02/26/2023	Sp Nobull	-103.20	101-201-2010-6218	Return Credited - Sgt. Beuch uniform allowance
02/24/2023	Amzn Mktp US Hd7ia0a10	36.60	101-140-1401-6217	Door hinge screws
02/24/2023	Crsi	150.00	101-230-2301-6433	yearly membership
02/25/2023	Crowne Plaza Mpls-West	132.13	101-102-1021-6323	Elected Leaders Institute - LMC
02/25/2023	Crowne Plaza Mpls-West	132.13	101-102-1021-6323	Elected Leaders Institute - LMC
02/23/2023	Amzn Mktp US Hd26s3ne0	95.64	101-140-1403-6353	coffee maker water filters
02/23/2023	Bca Training Education	500.00	101-201-2010-6323	BCA Training Hedrick - Budgeting and Staffing/Organizational Transformation
02/23/2023	Vzwrlss My Vz Vb P	41.14	101-140-1401-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	87.28	101-150-1501-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	46.14	101-160-1601-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	1,310.39	101-201-2010-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	41.14	101-230-2301-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	41.14	101-300-3100-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	32.54	101-301-3200-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	93.37	200-401-4440-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	97.62	213-210-2100-6321	Verizon Cell Phone
02/23/2023	Vzwrlss My Vz Vb P	57.64	600-300-3300-6321	Verizon Cell Phone
02/22/2023	Usps Po 2642300046	126.00	101-201-2010-6322	Stamps for PD
02/22/2023	Ebay O 21-09733-03427	5.96	101-160-1601-6217	2x HDMI to VGA adapters for John H, spare.
02/22/2023	Minnesota Nursery And	1,395.00	200-401-4440-6323	Staff shade tree short course
02/21/2023	Patrioticbrands.Com	340.90	101-140-1404-6217	Flags for flagpole
02/22/2023	Sp Acegatoer	97.99	101-301-3200-6217	This was reported as a fraudulent chg. We will CR to the same acct next billing.
02/22/2023	Amzn Mktp US Hp1oe00d2	427.51	101-140-1404-6353	City Hall Coffee maker
02/21/2023	Bca Training Education	250.00	101-201-2010-6323	Employee Misconduct and Discipline Training
02/21/2023	Bca Training Education	225.00	101-201-2010-6323	Can-Am Conference for Geoff Latsch
02/21/2023	Subway 41826	101.67	101-102-1021-6450	City Council Workshop 2/21/2023
02/21/2023	In The Ctk Group	500.00	101-201-2010-6323	Interview/interrogation training
02/21/2023	Oreilly Auto Parts 15	25.70	101-230-2301-6354	wipers
02/20/2023	Amzn Mktp US Hp9ca2381	28.17	600-300-3300-6353	Ball Socket Lift Supports
02/16/2023	City Of Burnsville Onl	750.00	101-201-2010-6323	Crime Scene class put on by Burnsville PD
02/17/2023	Homedepot.Com	174.59	213-220-2200-6221	Battery for Medic 1's stair chair
02/18/2023	FdicJens	1,899.00	213-210-2100-6323	Conference registration for Jensen and Wargo April 24-29, 2023
02/18/2023	I Industrial	452.97	200-401-4447-6350	maintenance
02/19/2023	Wal-Mart #1472	65.64	213-210-2100-6211	station cleaning supplies
02/17/2023	Amzn Mktp US Hp2ok91z0	69.98	200-401-4440-6219	Ear Plugs
02/17/2023	J2 Efax Corporate Svc	104.95	213-220-2200-6433	Service for faxing EMS reports to receiving hospitals
02/17/2023	Hometown Ace Hardware	22.12	200-401-4440-6240	drill bits
02/17/2023	Pioneer Press Circ	12.00	101-107-1061-6433	Monthly digital access to Pioneer Press newspaper
02/17/2023	Ifea	99.00	200-401-4440-6323	webinar
02/16/2023	Menards Cottage Grove	19.17	101-140-1406-6353	P.D. anchors, tubing, P.W. EZ sand, elbows, F.D. GF1
02/16/2023	Menards Cottage Grove	17.00	101-300-3100-6353	P.D. anchors, tubing, P.W. EZ sand, elbows, F.D. GF1
02/16/2023	Menards Cottage Grove	56.27	101-140-1403-6353	P.D. anchors, tubing, P.W. EZ sand, elbows, F.D. GF1
02/16/2023	Dakota County	-50.00	101-301-3200-6349	Dakota County ROW Permit - 2023 Mill & Overlay Project - Refund
02/17/2023	Northern Tool Equip-Mn	150.95	200-401-4440-6217	general supplies
02/15/2023	Dakota County	125.00	101-301-3200-6349	Dakota County ROW Permit for 2023 Mill & Overlay Project
02/15/2023	The Home Depot #2810	154.90	101-140-1403-6353	Police dept. air comp. parts
02/16/2023	27th Annual Training C	360.00	101-201-2010-6323	Ofc Knochenmus used my Card to purchase his SWAT Conf Apvd by PD Admin
02/16/2023	Amzn Mktp US He8rs2qe1	9.53	101-160-1601-6217	Bluetooth adapter
02/15/2023	City Of Cottage Grove	2,874.00	101-201-2010-6220	Use Of Force Training 2023
02/15/2023	Dakota County	50.00	101-301-3200-6349	Dakota County ROW Permit - 2023 Mill & Overlay Project (To be later refunded)
02/14/2023	Mnawwa	300.00	600-300-3300-6323	Water School - Matt L
02/15/2023	27th Annual Training C	360.00	101-201-2010-6323	SOTA Training Registration for Cross
02/14/2023	Ohd	75.00	213-210-2100-6322	Shipping cost of SCBA fit testing machine
02/15/2023	Amazon.Com He5rj11h2	74.94	101-160-1601-6217	3 laptop bags
02/15/2023	27th Annual Training C	99.00	101-201-2010-6323	SOTA Conference/Training
02/16/2023	Comcast Cable Comm	84.90	101-160-1601-6308	Internet
02/14/2023	Mn Pollution Control S	5.59	601-300-3400-6323	Wastewater School Surcharge - Matt L
02/14/2023	Mn Pollution Control A	260.00	601-300-3400-6323	Wastewater Course - Matt L
02/14/2023	Mn Soc Arb	-160.00	101-301-3200-6323	Tree School Credit - Robert C
02/14/2023	Ph & S Products, Llc	342.00	101-201-2010-6219	Nitril Gloves for Officers/Squads
02/13/2023	Dive Rescue Internatio	278.02	213-210-2100-6323	Ice rescue student kit
02/14/2023	Fleet Farm 6500	146.74	200-401-4440-6353	repairs and maintenance
02/13/2023	Eig Constantcontact.Co	42.75	101-160-1061-6310	Constant Contact Monthly enews tool subscription
02/14/2023	Vzwrlss My Vz Vb P	35.01	101-105-1051-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	35.01	101-107-1071-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	40.01	101-160-1601-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	225.06	101-230-2301-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	678.98	101-201-2010-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	40.01	101-300-3100-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	500.14	213-210-2100-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	75.02	200-401-4440-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	250.07	600-300-3300-6321	Verizon Air Cards
02/14/2023	Vzwrlss My Vz Vb P	35.01	600-300-3300-6321	Verizon Air Cards
02/13/2023	Amzn Mktp US He7ee8z01	482.59	200-401-4447-6350	Pool Boilers Relief Valves
02/13/2023	Minnesota Nursery And	900.00	101-301-3200-6323	Shade Tree Short Course - Bryce T, Alex K, Gary R, Greg P.
02/13/2023	Mn Crime Prev Assoc	50.00	101-201-2010-6433	Rinowski MN Crime Prevention Assoc.
02/13/2023	Nipa Natl Fire Protect	140.90	101-230-2301-6433	code books
02/11/2023	Amzn Mktp US H920p7ug1	45.93	101-201-2010-6201	Office Supplies (CEO and Invent)
02/10/2023	Amzn Mktp US Wr8ty76v3	74.22	600-300-3300-6353	Washing drain pump motor
02/09/2023	Animal Emergency Ref	1,190.13	101-201-2010-6311	Vet ER visit
02/10/2023	Courtyard Milwaukee Ar	-0.01	101-201-2010-6323	I don't know why the CR appeared. I didn't get any documentation as to why it is there.
02/10/2023	Wm Supercenr #1472	19.97	213-210-2100-6218	Velcro for PAR tags
02/09/2023	Menards Cottage Grove	48.25	200-401-4440-6217	supplies
02/10/2023	Active911 Inc	60.00	213-220-2200-6433	Alerting subscription
02/10/2023	American Planning A	785.00	101-150-1501-6323	Registration - American Planning Association Conference - J Hinzman
02/09/2023	Minnesota State Fire C	615.00	213-210-2100-6433	Membership renewals for department staff
02/10/2023	JacknboCorp	62.00	615-401-4103-6217	Bathroom Partition Parts
02/09/2023	Wal-Mart #1472	55.87	101-201-2010-6217	Coffee for the PD
02/09/2023	Wal-Mart #1472	88.72	213-210-2100-6217	Shower curtains, shower liner, shower hooks for woman's restroom
02/08/2023	Animal Emergency Ref	760.23	101-201-2010-6311	Vet ER visit
02/09/2023	Zero9 Solutions Llc	61.95	101-201-2010-6218	Radio holder for Plate Carrier
02/07/2023	Menards Cottage Grove	65.88	101-140-1403-6353	salt, bulbs, dimmer
02/09/2023	Amzn Mktp US 4n1988fz3	178.09	200-401-4440-6228	Post Caps
02/07/2023	Menards Cottage Grove	163.98	101-140-1401-6217	tubing cutter, bench, relief for water heater
02/07/2023	Menards Cottage Grove	11.98	101-140-1404-6353	tubing cutter, bench, relief for water heater
02/08/2023	Wm Supercenr #1472	17.11	101-201-2010-6217	AAA battery resupply for sgt. closet
02/08/2023	Wal-Mart #1472	60.56	213-210-2100-6211	Cleaning supplies

VIII-01

02/08/2023	Wal-Mart #1472	167.04	213-210-2100-6217	Station supplies
02/08/2023	Ir Industrial	91.19	200-401-4447-6350	supplies
02/07/2023	Northern Tool Equip-Mn	786.95	200-401-4440-6240	tools
02/07/2023	The Ups Store 4008	234.80	213-210-2100-6322	Shipping service for cardiac monitor trade-ins
02/06/2023	Office Depot #1090	417.78	213-210-2100-6201	Office chair
02/06/2023	Guardian Supply	389.95	101-201-2010-6218	Uniform Allowance purchase of two duty shirts and three pairs of duty pants.
02/06/2023	American 0012369648477	247.90	101-150-1501-6325	Airfare - American Planning Association Conference - J Hinzman
02/06/2023	Dakota Pines Golf Club	143.55	101-102-1021-6450	City Council Workshop 2/6/2023
02/06/2023	Dept Of Agriculture	10.22	200-401-4440-6433	pesticide class for nick
02/06/2023	Uspcs Po 2642300046	5.89	101-201-2010-6322	Investigative Material sent to NCMEC for CCN22-2317. Sent Via US Post Office
02/06/2023	American 0012369651002	128.20	101-150-1501-6325	Airfare - American Planning Association Conference - J Hinzman
02/06/2023	Mn Soc Arb	640.00	101-301-3200-6323	Tree School - Ben B, Robert C, Joe B
02/06/2023	Bca Training Education	50.00	101-201-2010-6323	BCA TAC Training_Taylor
02/06/2023	Dept Of Agriculture	10.22	200-401-4440-6433	leander pesticide class
02/03/2023	Mn Iaii	260.00	213-210-2100-6323	Conference registration fee for Storie
01/31/2023	McNeilus Steel	1,943.90	200-401-4440-6228	construction materials
02/04/2023	Intl Code Council Inc	44.00	101-230-2301-6433	code books
02/03/2023	Mn Iaii	260.00	213-210-2100-6323	Conference registration for Stevens
02/04/2023	Amzn Mktp US A25d11m43	105.98	200-401-4440-6354	brake controller
02/02/2023	Uspca	50.00	101-201-2010-6323	Annual USPCA membership fee
02/05/2023	Target 00006940	53.68	101-150-1501-6450	Cell Phone Case - J Hinzman
02/03/2023	Fleet Farm 6500	156.27	200-401-4440-6450	poles
02/04/2023	Amazon Com 2889p5hv3	24.98	101-160-1601-6217	Laptop bag
02/03/2023	Vrbo Hadam9b4	706.72	101-201-2010-6323	VRBO Lodging - MN Chiefs - Duluth (1st payment)
02/03/2023	The Busted Nut Bar And	108.96	101-102-1021-6450	City Council Orientation 2/3/23
02/02/2023	Paypal Uspca 12	75.00	101-201-2010-6323	Annual USPCA Region 12 Narc Trial
02/02/2023	Amzn Mktp US 0w8ru5uc3	23.99	101-230-2301-6240	doorbell for service counter
02/02/2023	N-Ear	144.99	101-201-2010-6218	Radio Ear Piece Hookup - Sgt. Beuch uniform allowance
02/02/2023	Hometown Ace Hardware	10.79	101-201-2010-6450	3M plastic window wrap for front office
01/27/2023	Petsmart #3221	87.99	101-201-2219-6231	Dog food from Pet Smart located in Cottage Grove, MN
02/02/2023	Mn Pollution Control S	5.59	601-300-3400-6323	Sewer School Surcharge - Ben Banitt
02/02/2023	Mn Pollution Control A	260.00	601-300-3400-6323	Sewer School - Ben Banitt
02/01/2023	Terry S Hardware	20.94	213-210-2100-6217	Shop supplies
02/01/2023	Government Finance Off	225.00	101-120-1201-6433	Annual membership - National GFOA
02/01/2023	Tennis Sanitation Llc	146.08	101-401-5001-6311	Recycle/Garbage
02/01/2023	Versacarry	79.99	101-201-2010-6218	Wilske uniform allowance - weapon holster
02/01/2023	Minnesota Government F	70.00	101-120-1201-6433	Annual membership - MNGFOA
02/01/2023	Foxtt Corp	214.76	101-160-1601-6571	Foxtt license for Elisabeth Lee
02/01/2023	Sherwin Williams 70301	319.04	101-201-2010-6520	Paint and supplies for PD Construction
01/30/2023	Pop Up Party Rental	947.54	200-401-4445-6319	inflatable, lower amount I assume not including a deposit
01/31/2023	Vrbo Hafshhnt	1,280.13	101-201-2010-6323	VRBO Lodging for IACP conference - San Diego (initial payment)
01/31/2023	Minnesota Chiefs Of Po	193.00	101-201-2010-6433	Annual MNCPA registration dues
01/31/2023	Dkmags Inc	483.18	101-201-2010-6218	Chief Wilske uniform allowance - on duty/off duty Glock X43 handgun
01/30/2023	Terry S Hardware	37.36	213-210-2100-6217	Shipping service for FIT testing machine and cold water suit repair
01/30/2023	Vcn Mnstatepatrol	44.50	101-301-3200-6353	Truck decals
01/31/2023	Amzn Mktp US 507546u63	75.09	101-140-1401-6217	Temp. gun and test leads
01/30/2023	Downtown Tire And Auto	31.95	213-220-2200-6354	Repair to Medic 1's tire
01/26/2023	Mnawwa	170.00	600-300-3300-6323	Water School - Josh Sirinek
01/28/2023	Amzn Mktp US S87lt3lm3	17.98	200-401-4440-6356	reflective
01/27/2023	Washington County Cgsc	0.50	101-107-1052-6319	Notary registration service fee
01/27/2023	Washington County Cgsc	20.00	101-107-1052-6319	Notary registration fee
01/27/2023	Sq Women In Leisure S	30.00	200-401-4440-6433	workshop
01/27/2023	Amzn Mktp US Vs3uq3xk3	143.94	101-160-1601-6217	2 SSDs for PD and a NVMe hard drive enclosure
01/27/2023	Chevy.Com	215.30	101-201-2219-6231	Presc. medication from Chevy.Com (Heart guard and Tick/ FLee) 6 month supply
01/28/2023	Uline Ship Supplies	224.99	615-401-4103-6217	Ceiling leak diverter
01/28/2023	Amzn Mktp US 321zv3po3	85.51	200-401-4440-6450	tape, stands
01/28/2023	Innovative Office Solu	40.99	101-201-2010-6201	Office Supplies
TOTAL		36,358.58		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	862.58
			APR 2023 LIFE INS PREMIUMS	51.01
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	200.98
			MARCH 2023 VISION PREMIUM	18.30
		TOTAL:	1,139.45	
COUNCIL & MAYOR	GENERAL	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	34.30
			TOTAL:	34.30
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	239.18
			STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS
		TOTAL:	244.08	
CITY CLERK	GENERAL	I/O SOLUTIONS, INC.	INTEGRITY INVENTORY	219.00
			FAX ANSWER SHEETS	70.00
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	14.70
			APR 2023 LIFE INS PREMIUMS	4.17
		TOTAL:	307.87	
FINANCE	GENERAL	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	19.60
			TOTAL:	19.60
FACILITY MANAGEMENT	GENERAL	CRESCENT ELECTRIC SUPPLY COMPANY	FD CANOPY DISC LIGHTS	38.73
			GILBERT MECHANICAL CONTRACTORS, INC.	CH FREEZE STATS & ACTUATOR
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	4.17
			DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL
		TOTAL:	4,672.64	
COMMUNITY DEVELOPMENT	GENERAL	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	4.90
			TOTAL:	4.90
I.T.	GENERAL	SHI INTERNATIONAL CORP	OFFICE 365 LICENSES	32,301.71
			PARAGON DEVELOPMENT SYSTEMS INC	VEEAM O365 BACKUP
		INSIGHT PUBLIC SECTOR, INC.	PRO SRVC FOR VEEAM O365 IN	525.00
			WINDOWS SERVER LICENSES	22,449.96
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	14.70
			DAKOTA COUNTY FINANCIAL SERVICES	MARCH 2023 IT SERVER LEASE
		DELL DIRECT SALES L.P.	LAPTOP VEHICLE POWER ADAPT	64.99
		TOTAL:	57,527.16	
POLICE	GENERAL	DAKOTA COUNTY FINANCIAL SERVICES	FEB 2023 FLEET PARTS	686.35
			FEB 2023 FLEET LABOR	2,217.68
			FEB 2023 FLEET GEOTAB TELE	331.50
		RIVER BLUFF HUMANE SOCIETY	INVOICES ANIMAL CONTROL	80.00
			INVOICES ANIMAL CONTROL	80.00
			INVOICES ANIMAL CONTROL	80.00
			INVOICES ANIMAL CONTROL	80.00
			INVOICES ANIMAL CONTROL	80.00
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	171.47
			ANCOM COMMUNICATIONS INC.	TORNADO SIREN MAINT. CONTR
		DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL	4,164.43
			DELL DIRECT SALES L.P.	6 MONITORS FOR PD
		TOTAL:	14,227.57	
		BUILDING & INSPECTIONS	GENERAL	STANDARD INSURANCE COMPANY
APR 2023 LIFE INS PREMIUMS	4.90			

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL	292.37
		HASTINGS FORD	FORD-VEHICLE MAINT	111.00
			TOTAL:	427.73
PUBLIC WORKS	GENERAL	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	14.95
		DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL	39.83
		TERRYS HARDWARE, INC.	PW FAN AND REPLACEMENT BUL	26.99
			TOTAL:	81.77
PUBLIC WORKS STREETS	GENERAL	DRESSER TRAP ROCK, INC.	FA2 23.9 TON	956.90
		RCM SPECIALTIES, INC.	218 GALLONS EMULSION	802.24
		ROYAL TIRE INC.	UNIT #134 TIRES AND SUPPLI	1,890.44
		HOMETOWN ACE HARDWARE	SPRAYER, PROPANE	8.62
			SWIVEL CASTERS	53.96
			RETURN SWIVEL CASTERS	53.96-
			BR SQ D QO 2P 30A 1-1/2"	34.19
			RTN-BR SQ D QO 2P 30A 1-1/	34.19-
			CABLES, FASTENERS, BOUNCE	23.32
		SPIN CITY LAUNDROMAT, LLC.	LAUNDER RAGS	25.00
			LAUNDER RAGS	25.00
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	17.15
		ACE TRAILER SALES	BREAK AWAY BATTERY UNIT 18	22.95
		CARGILL INCORPORATED	CLEAR LANE DEICER	21,603.09
		DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL	6,690.85
		HASTINGS VEHICLE REGIS.	REPLACE PLATES-07 FORD TRU	26.50
		PUMP & METER SERVICE INC	FIREBALL UNIV. PUMP	1,350.20
		TERRYS HARDWARE, INC.	SWIVEL CASTERS	27.16
			PROPANE, INFRARED THERMOM.	209.65
			LOCKING RECEPTACLE	17.99
			10" ADJUSTABLE WRENCH	24.97
			WRENCH AND RETURN	32.99
			WRENCH AND RETURN	24.97-
		NUSS TRUCK & EQUIPMENT	2 GREASE GUN-SHOP TOOL	105.12
		VALLEY SALES OF HASTINGS	SENSOR UNIT 124	71.63
			TOTAL:	33,906.80
PUBLIC WORKS STR. LIGH	GENERAL	DAKOTA ELECTRIC ASSN	ELECTRIC	3,022.40
			TOTAL:	3,022.40
NON-DEPARTMENTAL	PARKS	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	295.12
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	12.20
			TOTAL:	307.32
PARKS & RECREATION	PARKS	HOMETOWN ACE HARDWARE	SUPPLIES	89.99
			SUPPLIES	107.04
			SPRAYERS	23.35
			SUPPLIES FOR LEVEE CLEANUP	41.16
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	53.90
		APPLE VALLEY HIGH SCHOOL	LEVEE PARK PROGRAMMING	1,000.00
		ACE TRAILER SALES	CABLE FOR TRAILER	19.95
		TERRYS HARDWARE, INC.	MISC SHOP SUPPLIES	18.93
			PRESSURE WASHER REPAIR	59.07
			TOTAL:	1,413.39
PARKS & RECREATION	AQUATIC CENTER	GRAPHIC DESIGN	HFAC BROCHURES	433.00
			TOTAL:	433.00

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	CABLE TV	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	1.70
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	2.12
			TOTAL:	4.82
CABLE	CABLE TV	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	0.74
			TOTAL:	0.74
NON-DEPARTMENTAL	HERITAGE PRESERVAT	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	8.40
			TOTAL:	8.40
HERITAGE PRESERVATION	HERITAGE PRESERVAT	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	1.23
		MISCELLANEOUS V BARB HEIDEN	BARB HEIDEN: CAMERA CARD	23.55
			TOTAL:	24.78
NON-DEPARTMENTAL	FIRE & AMBULANCE	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	472.68
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	70.50
			TOTAL:	543.18
FIRE	FIRE & AMBULANCE	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	18.87
		BLUE PEAK CONSULTING, LLC	PAR 360	6,345.00
		DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL	2,027.27
		MACQUEEN EQUIPMENT, INC.	GLOBE FF BOOT	567.80
			REPAIR TO ENGINE 1	2,190.30
			TOTAL:	11,149.24
AMBULANCE	FIRE & AMBULANCE	McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	51.95
		TELEFLEX LLC	MEDICAL SUPPLIES	1,715.50
		EXPERT BILLING, LLC	ELECT. AMB BILLING-176 BIL	4,928.00
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	79.14
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	572.17
		DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL	545.45
		LINDE GAS & EQUIPMENT INC.	OXYGEN	224.76
			TOTAL:	8,116.97
NON-DEPARTMENTAL	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	2.88
			TOTAL:	2.88
LEDUC	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	0.74
			TOTAL:	0.74
NON-DEPARTMENTAL	HEDRA	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	13.54
			TOTAL:	13.54
ECONOMIC DEVELOPMENT	HEDRA	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	3.68
			TOTAL:	3.68
PUBLIC WORKS	2023 IMPROVEMENTS	MN DEPARTMENT OF HEALTH	2023-1 PLAN REVIEW FEE	150.00
			TOTAL:	150.00
NON-DEPARTMENTAL	WATER	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	75.02
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	2.04
			TOTAL:	77.06
PUBLIC WORKS	WATER	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	27.88
		DAKOTA COUNTY TREAS-AUDITOR	FEB 2023 FUEL	689.70
		TERRYS HARDWARE, INC.	KEY, KEY RING, KEY TAGS, W	28.63

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SPOTLIGHT	49.99
			LIGHT BULBS/SOFTENER PELLE	<u>97.02</u>
			TOTAL:	893.52
NON-DEPARTMENTAL	WASTEWATER	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	56.62
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	<u>3.12</u>
			TOTAL:	59.74
PUBLIC WORKS	WASTEWATER	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	<u>19.50</u>
			TOTAL:	19.50
NON-DEPARTMENTAL	STORM WATER UTILIT	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	91.17
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	<u>4.34</u>
			TOTAL:	95.51
PUBLIC WORKS	STORM WATER UTILIT	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	<u>16.07</u>
			TOTAL:	16.07
NON-DEPARTMENTAL	ARENA	VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	<u>13.04</u>
			TOTAL:	13.04
PARKS & RECREATION	ARENA	USS MN V MT LLC	FEB HUBERS SOLAR GARDEN	7,501.38
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	9.80
		USS MN VII MT LLC	FEB WILCAT SOLAR GARDEN	1,066.97
		HILLYARD INC	CLEANING SUPPLIES	439.31
		MOSENG LOCKSMITHING	LOCK AND DOOR REPAIRS	351.05
		TERRYS HARDWARE, INC.	BATTERIES, GLASS CLEANER	<u>49.94</u>
			TOTAL:	9,418.45
NON-DEPARTMENTAL	HYDRO ELECTRIC	STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	1.82
		VISION SERVICE PLAN INSURANCE CO.	MARCH 2023 VISION PREMIUM	<u>1.22-</u>
			TOTAL:	0.60
PUBLIC WORKS	HYDRO ELECTRIC	PREMIUM WATERS, INC.	BOTTLED WATER	13.05
		STANDARD INSURANCE COMPANY	APR 2023 LIFE INS PREMIUMS	2.45
		USS MN VII MT LLC	FEB WILCAT SOLAR GARDEN	4,784.28
		SHERWIN-WILLIAMS	PAINTING SUPPLIES-HYDRO	<u>51.34</u>
			TOTAL:	4,851.12
MISCELLANEOUS	INSURANCE FUND	LEAGUE OF MN CITIES INS TRST	CLAIM# 000000260913	<u>304.50</u>
			TOTAL:	304.50

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

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

101	GENERAL			115,616.27
200	PARKS			1,720.71
201	AQUATIC CENTER			433.00
205	CABLE TV			5.56
210	HERITAGE PRESERVATION			33.18
213	FIRE & AMBULANCE			19,809.39
220	LEDUC HISTORIC ESTATE			3.62
407	HEDRA			17.22
483	2023 IMPROVEMENTS			150.00
600	WATER			970.58
601	WASTEWATER			79.24
603	STORM WATER UTILITY			111.58
615	ARENA			9,431.49
620	HYDRO ELECTRIC			4,851.72
705	INSURANCE FUND			304.50

 GRAND TOTAL: 153,538.06

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	HASTINGS AREA CHAMBER/COM	LODGING TAX-6 OF 6	4,041.42
			TOTAL:	<u>4,041.42</u>
COUNCIL & MAYOR	GENERAL	CENTURY LINK	PHONES	8.17
			TOTAL:	<u>8.17</u>
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	59.26
			OFFICE SUPPLIES	63.91
		CENTURY LINK	PHONES	171.68
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	420.85
			TOTAL:	<u>715.70</u>
CITY CLERK	GENERAL	CENTURY LINK	PHONES	24.51
		TARGETSOLUTIONS LEARNING, LLC	GUARDIAN TRACKING	5,612.22
		THE JOURNAL	PUBLIC NOTICES	504.68
		GOODHIRE	STANDARD EMPLOYEE CHECK	114.00
		DAKOTA COUNTY PROPERTY RECORDS	ELECTIONS EQUIPMENT MAINT.	2,280.96
			TOTAL:	<u>8,536.37</u>
FINANCE	GENERAL	CENTURY LINK	PHONES	65.37
			TOTAL:	<u>65.37</u>
LEGAL	GENERAL	RATWIK, ROSZAK & MALONEY, P.A.	LEGAL SERVICE	51.60
			TOTAL:	<u>51.60</u>
FACILITY MANAGEMENT	GENERAL	DEWALL, DENISE	CLOTHING	86.85
		CENTURY LINK	PHONES	114.48
		TOTAL MECHANICAL SERVICES, INC.	PD BOILER REPAIRS	3,417.00
			CH BOILER FUEL ADJ	360.00
		W.W. GRAINGER, INC.	FD WALL LED RETRO KIT	31.19
			CREDIT PD BYPASS VALVE	75.21-
			CH GAUGES AND BELT	22.56
			PNEUMATIC REGULATOR HVAC	145.78
			PR VACUUM BREAKERS FOR SIN	64.76
		TERRYS HARDWARE, INC.	PD SUPPLIES	57.96
			CH BRASS PLUGS	6.47
		VIKING ELECTRIC SUPPLY	CH CONDENSATE PUMP/BOILERS	464.56
			TOTAL:	<u>4,696.40</u>
COMMUNITY DEVELOPMENT	GENERAL	CENTURY LINK	PHONES	24.51
			TOTAL:	<u>24.51</u>
I.T.	GENERAL	PRO-TEC DESIGN, INC.	PW CAMERA PROJECT-INV #1	13,110.84
		CENTURY LINK	PHONES	24.51
		SHI INTERNATIONAL CORP	BARCO CLICKSHARE FOR PARKS	1,220.90
			TOTAL:	<u>14,356.25</u>
POLICE	GENERAL	LOGIS/LOCAL GOVERNMENT INFORMATION SYS	MONTHLY APPL SUP - PD & FI	3,338.00
		TRANSLANGUAGES LLC	INTERPRETER FOR 23-000347	230.00
		CENTURY LINK	PHONES	187.99
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	269.02
		DAKOTA COUNTY TREASURER	NOTARY REGISTRATION FEE-TA	20.00
		RIVER COUNTRY COOPERATIVE	WINDSHIELD WASHER FLUID-55	143.00
		HASTINGS FORD	2 EXPLORERS REPLACE 1417&1	41,937.88
			2 EXPLORERS REPLACE 1417&1	41,937.88
		JACOBSON, JEREMY	SAFETY BOOTS	200.00

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	88,263.77
				VIII-01
BUILDING & INSPECTIONS GENERAL		CENTURY LINK	PHONES	40.86
			PHONES	8.17
		KLETSCHKA INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	2,058.40
			TOTAL:	2,107.43
PUBLIC WORKS	GENERAL	CENTURY LINK	PHONES	40.86
		FOCUS ENGINEERING, INC.	MARCH 2023 MONTHLY BILLING	7,980.00
			MARCH 2023 MONTHLY BILLING	2,190.00
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	43.05
			TOTAL:	10,253.91
PUBLIC WORKS STREETS	GENERAL	R J SAYERS DISTRIBUTING	SAYERS SOLUTION	370.15
		RCM SPECIALTIES, INC.	191 GALLONS EMULSION -5916	702.88
			EMULSION	802.24
			EMULSION	894.24
			216 GALLONS EMULSION-5939	794.88
		CENTURY LINK	PHONES	141.49
		FOCUS ENGINEERING, INC.	MARCH 2023 MONTHLY BILLING	540.00
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	43.02
		BOYER FORD TRUCKS/DBA ALLIANCE	CARRIER MAIN-HTD. CW	61.63
			CARTRIDGE-AIR DRYER STANDA	53.98
		RIVER COUNTRY COOPERATIVE	PUBLIC WORKS	143.00
			PUBLIC WORKS	510.25
		W.W. GRAINGER, INC.	EAR PLUGS	106.86
		I-STATE TRUCK CENTER	CUSHION COVER	76.19
		KREMER SPRING & ALIGNMENT	REAR LEAF SPRINGS TRUCK #1	2,828.36
		LITTLE FALLS MACHINE INC	BENT PULL PIN/HAIR PIN CLI	48.87
		NINE EAGLES PROMOTIONS	WORK CLOTHING-SIRINEK	14.00
		NUSS TRUCK & EQUIPMENT	ACTUATOR	23.79
		ZARNOTH BRUSH WORKS, INC.	SUPPLIES	604.00
			SUPPLIES	85.90
			TOTAL:	8,845.73
PARKS & RECREATION	GENERAL	NAPA AUTO PARTS	SPARK PLUGS FOR CHAINSAWS	33.77
		HASTINGS SCHOOL DISTRICT #200	MAR SR. CENTER/TILDEN COST	2,500.00
			TOTAL:	2,533.77
NON-DEPARTMENTAL	PARKS	MISCELLANEOUS V ANGIE BROWN	ANGIE BROWN:REFUND	6.05
			TOTAL:	6.05
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	MATS/TOWELS FOR JMF	114.68
		INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	55.91
		CENTURY LINK	PHONES	230.90
		HOMETOWN ACE HARDWARE	BAGS BOARDS MATERIALS	64.76
			BAGS BOARDS MATERIALS	53.06
		NAPA AUTO PARTS	TOGGLE FOR PRESSURE WASHER	4.99
			ALTERNATOR FOR 04 CHEV	165.38
			CORE DEPOSIT 04 ALTERNATOR	27.50-
			TUNE UP AND CLEANER/04 CHE	31.96
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	121.57
		LOCAL 49 TRAINING CENTER	CDL TRAINING FOR PARKKEEPE	6,154.00
		MISCELLANEOUS V ANGIE BROWN	ANGIE BROWN:REFUND	85.00
		DAKOTA COUNTY PROPERTY RECORDS	FLINT HILLS LAND TAX PAYME	1,788.00
		GERLACH OUTDOOR POWER EQUIP	OIL FOR PRESSURE WASHER	16.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSISSIPPI WELDERS SPPLY	WELDING SUPPLIES	177.16
		NINE EAGLES PROMOTIONS	EMBROIDERY	9.37
		TERRYS HARDWARE, INC.	BRUSH AND GLOVES	46.95
			AIR HOSE FOR JMF	98.28
		WERNER IMPLEMENT CO INC	HOSES FOR CLAM BUCKET	98.28
			TOTAL:	9,201.27
PARKS & RECREATION	AQUATIC CENTER	CENTURY LINK	PHONES	163.51
			TOTAL:	163.51
HERITAGE PRESERVATION	HERITAGE PRESERVAT	CENTURY LINK	PHONES	8.17
			TOTAL:	8.17
FIRE	FIRE & AMBULANCE	VALLEY WELDING & MACHINE	SUPPLIES	45.00
		LOGIS/LOCAL GOVERNMENT INFORMATION SYS	MONTHLY APPL SUP - PD & FI	330.00
		CENTURY LINK	PHONES	408.77
		HOMETOWN ACE HARDWARE	STORAGE HOOKS	6.29
		NAPA AUTO PARTS	SHOP SUPPLIES	59.97
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	153.90
		AIM HIGH CONSTRUCTION, LLC.	DOWN PYMT FOR FD MEN'S SHO	11,496.95
		MACQUEEN EQUIPMENT, INC.	FF BOOTS-GLOVES	352.86
		TERRYS HARDWARE, INC.	STATION SUPPLIES	81.42
			STATION SUPPLIES	24.32
			TOTAL:	12,959.48
AMBULANCE	FIRE & AMBULANCE	MISCELLANEOUS V AMANDA RIDDLE	AMANDA RIDDLE:AMB REIMBURS	1,551.40
			TOTAL:	1,551.40
POLICE RESERVES	POLICE RESERVE S.R	GUARDIAN SUPPLY LLC	UNIFORM-RESERVE JAEGER	180.96
			TOTAL:	180.96
PUBLIC WORKS	2023 IMPROVEMENTS	FOCUS ENGINEERING, INC.	MARCH 2023 MONTHLY BILLING	2,040.00
			TOTAL:	2,040.00
PUBLIC WORKS	WATER	VALLEY WELDING & MACHINE	SUPPLIES	25.00
		IN CONTROL, INC.	ALARM ISSUES	1,443.75
		SAFE-FAST, INC.	WORK CLOTHING-MCNAMARA	248.00
		CENTURY LINK	PHONES	133.32
		FOCUS ENGINEERING, INC.	MARCH 2023 MONTHLY BILLING	1,680.00
		CORE & MAIN LP	RETROFIT WIRING KITS	395.58
		JOSHUA SIRINEK	WORK CLOTHING	55.87
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	43.05
		LARKIN HOFFMAN DALY & LINDGREN, LTD	FEB 2023 PROFESSIONAL SVC-	610.00
		CITY OF BLOOMINGTON	TRI-CITY/WM LLOYD ANALYTIC	312.00
			TOTAL:	4,946.57
PUBLIC WORKS	WASTEWATER	FOCUS ENGINEERING, INC.	MARCH 2023 MONTHLY BILLING	1,500.00
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	43.05
		MACQUEEN EQUIPMENT, INC.	SERVICE KIT	246.40
			COMBO RX SAT SYSTEM	1,507.06
			TOTAL:	3,296.51
PUBLIC WORKS	STORM WATER UTILIT	FOCUS ENGINEERING, INC.	MARCH 2023 MONTHLY BILLING	240.00
			TOTAL:	240.00
PARKS & RECREATION	ARENA	CRESCENT ELECTRIC SUPPLY COMPANY	LED LIGHT FIXTURE/PARK LOT	161.67

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CENTURY LINK	PHONES	73.61
		TOTAL MECHANICAL SERVICES, INC.	BOILER REPAIR PARTS/LABOR	101.00 VIII-01
		ICE SPORTS INDUSTRY	ANNUAL MEMBERSHIP DUES	395.00
		TERRYS HARDWARE, INC.	HARDWARE	<u>15.54</u>
			TOTAL:	745.82

MISCELLANEOUS	INSURANCE FUND	MISCELLANEOUS V MARY OTTO	MARY OTTO: MAILBOX	<u>886.50</u>
			TOTAL:	886.50

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

101	GENERAL	144,500.40
200	PARKS	9,207.32
201	AQUATIC CENTER	163.51
210	HERITAGE PRESERVATION	8.17
213	FIRE & AMBULANCE	14,510.88
221	POLICE RESERVE S.R.	180.96
483	2023 IMPROVEMENTS	2,040.00
600	WATER	4,946.57
601	WASTEWATER	3,296.51
603	STORM WATER UTILITY	240.00
615	ARENA	745.82
705	INSURANCE FUND	886.50

	GRAND TOTAL:	180,726.64



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marshall Bigler, Recreation Program Specialist
Date: April 3, 2023
Item: Accept a Donation from Hastings Rivertown Lions Club

Council Action Requested: Council is asked to accept a donation in the amount of \$500.00, made to the Parks and Recreation Department and has designated that this donation be used for Recreation+Art+Police Program series at Levee Park.

Background Information: Hastings Rivertown Lions Club has made this donation to be used towards Recreation+Art+Police Program series at Levee Park.

Financial Impact:

Increase the Parks and Recreation donation account by \$500.00

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

VIII-02

RESOLUTION 04 - - 23

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF A
DONATION TO THE PARKS AND RECREATION DEPARTMENT**

WHEREAS, The Hastings Rivertown Lions Club has presented to the City Parks & Recreation Department a donation of \$500.00 and has designated that this donation be used for Recreation+Art+Police Program series at Levee Park, and;

WHEREAS, the City Council is appreciative of the donation and commends the Hastings Rivertown Lions Club for their civic efforts,

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

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for Summer Programming; and

Adopted this 3rd day of April, 2023

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

TO: Mayor Fasbender & City Council Members

FROM: Alan Storlie, Fire Marshal

DATE: March 17, 2023

ITEM: Agreement for Use of Fire Safety House

Council Action Requested:

Approve agreement with the City of Rosemount for use of the fire safety house at Safety Camp.

Background Information:

The City of Rosemount and the Rosemount Fire Department own and maintain a fire safety house. The house is used at our city's annual Safety Camp to provide fire safety training to school-aged children.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachment:

Agreement for use of safety house at the city's annual safety camp

CONTRACT FOR USE OF FIRE SAFETY HOUSE

THIS AGREEMENT dated this 3rd day of April, 2023, by and between the City of Rosemount, a Minnesota municipal corporation, (hereinafter referred to as "Provider":) and City of Hastings Fire Department (hereinafter referred as "User").

WITNESSETH:

WHEREAS, the Provider is the owner of a fire safety house which is used by the City of Rosemount for educational, instructional and training purposes relating to the education of the general public in fire safety, and the training of fire fighters that serve the City of Rosemount; and

WHEREAS, the User wishes to rent the fire safety house for the same purposes; and

WHEREAS, the parties wish to enter into agreement defining the rights and responsibilities of each party while the fire safety house is in possession and control of User herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. User shall have the use of the fire safety house during the following period of time: June 27, 2023 - 7:00 a.m. - 4:30 p.m.
2. User will pay rental and delivery charges for the use of the fire safety house at the rates specified in the attached schedule of costs. The daily rental cost will be charged for each day the fire safety house is in possession of the User, including the first and last days specified in paragraph 1. In addition to the daily rental and delivery cost, User will pay for mileage; replacement of consumables used by User, including fogging fluid, and cleaning costs for cleaning of the safety house if it is not cleaned prior to return to the Provider, in accordance with the schedule of costs attached to this agreement. User will also pay for replacement of missing items and repair or replacement of damage to the fire safety house or its equipment. The Provider will deliver the fire safety house to the following location: Hastings High School, 200 General Sieben Drive, Hastings, MN by 7:00 a.m. on Tuesday, the 27th day of June 2023, 200__. User will not move the fire safety house from the location to which it is delivered by the Provider. In the event User wishes to retain the services of the Provider or its Volunteer Fire Department to move the fire safety house during the rental period or to provide any other services for operation of the fire safety house, such services and

the compensation to be paid to the Provider shall be set forth in a separate written addendum to this Agreement. VIII-03

3. It is expressly understood that during the time period of use as specified in paragraph 1 above, or until such time as the safety house is returned to Provider herein, that User has complete direction, supervision, and control over the safety house and is fully responsible for all actions taken and decisions made with regard to the use made of the fire safety house. The intended purpose of this paragraph is to shift all risk of loss for accident or injury to the User herein, while the fire safety house is in the possession and control of the User, from the time the fire safety house is delivered to the User by the City of Rosemount until the time it is retrieved by the City of Rosemount.
4. The User shall supply the Provider with a certificate of insurance for personal injury and property damage against liability for bodily injury and property damage that may occur to the fire safety house itself or that may occur to any third parties injured by the User's use of the fire safety house while in its possession, in an amount less than \$300,000.00 per person per accident, and the property damage insurance to be in an amount and in the form as may be required by the Provider. User shall not be entitled to transport or otherwise remove the fire safety house from the City of Rosemount or take possession and control of the fire safety house under the terms of this agreement until such proof of insurance is shown.
5. User shall indemnify the City of Rosemount, the Rosemount Volunteer Fire Department, and the Rosemount Fire Relief Association, their officers, agents and employees against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any period or entity arising out of either (1) failure by User to perform any of the terms or conditions of this agreement, (2) any injury or damage happening while the fire safety house is under the direction and control of the User under the terms of this agreement, (3) failure to comply with any law or any governmental authority, or (4) any other cause of action arising due to the use of the fire safety house by User while under its direction and control.
6. Notwithstanding any other terms of this agreement, User acknowledges that the fire safety house is to be used for instructional, educational, or the training purposes, and for no other use. It is acknowledged that User is renting the firehouse for the following purpose Safety Camp - Fire Safety Training for Youth.
7. If the fire safety house becomes damaged while in the possession of the User, or is otherwise returned to Provider herein a condition from

when it was taken out, reasonable wear and tear excepted, User shall be fully responsible for the damages.

WHEREFORE, the parties have placed their hands on and seals on the date first written above.

PROVIDER:

CITY OF ROSEMOUNT

MAYOR

CITY CLERK

USER:

CITY OF Hastings _____

MAYOR

CITY CLERK

<i>FIRE SAFETY HOUSE</i>	
<i>SCHEDULE OF COSTS</i>	
Daily Rental Fee	\$25.00 per day
Delivery Fee	\$5.00 per mile, one way
Fog Fluid	\$18.50 per liter
Cleaning Costs	\$22.50 per level
Rosemount Fire Department Operators	\$9.25 per hour, per person
Missing Items	Replacement cost
Damaged Items	Repair cost
Other Consumables	Replacement cost
<i>Contact: Bruce Sword Rosemount Fire Department</i>	
<i>Phone 651-322-2026</i>	
<i>Email bruce.sword@ci.rosemount.mn.us</i>	



City Council Memorandum

TO: Mayor Fasbender & City Council Members

FROM: Alan Storlie, Fire Marshal

DATE: March 17, 2023

ITEM: Agreement for Use of Fire Safety House – Open House

Council Action Requested:

Approve agreement with the City of Rosemount for use of the fire safety house at our annual Fire Department Open House.

Background Information:

The City of Rosemount and the Rosemount Fire Department own and maintain a fire safety house. The house is used at our annual fire department open house to provide fire safety training to school-aged children.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachment:

Agreement for use of safety house at our annual fire department open house.

CONTRACT FOR USE OF FIRE SAFETY HOUSE

THIS AGREEMENT dated this 3rd day of April, 2023, by and between the City of Rosemount, a Minnesota municipal corporation, (hereinafter referred to as "Provider":) and City of Hastings Fire Department (hereinafter referred as "User").

WITNESSETH:

WHEREAS, the Provider is the owner of a fire safety house which is used by the City of Rosemount for educational, instructional and training purposes relating to the education of the general public in fire safety, and the training of fire fighters that serve the City of Rosemount; and

WHEREAS, the User wishes to rent the fire safety house for the same purposes; and

WHEREAS, the parties wish to enter into agreement defining the rights and responsibilities of each party while the fire safety house is in possession and control of User herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. User shall have the use of the fire safety house during the following period of time: 4:00p.m. - 9:00p.m. on 10-10-2023
2. User will pay rental and delivery charges for the use of the fire safety house at the rates specified in the attached schedule of costs. The daily rental cost will be charged for each day the fire safety house is in possession of the User, including the first and last days specified in paragraph 1. In addition to the daily rental and delivery cost, User will pay for mileage; replacement of consumables used by User, including fogging fluid, and cleaning costs for cleaning of the safety house if it is not cleaned prior to return to the Provider, in accordance with the schedule of costs attached to this agreement. User will also pay for replacement of missing items and repair or replacement of damage to the fire safety house or its equipment. The Provider will deliver the fire safety house to the following location:
115 W. 5th Street, Hastings, MN 55033
 by 4:00p.m. on Tuesday, the 10th day of October 2023.
~~200~~. User will not move the fire safety house from the location to which it is delivered by the Provider. In the event User wishes to retain the services of the Provider or its Volunteer Fire Department to move the fire safety house during the rental period or to provide any other services for operation of the fire safety house, such services and

the compensation to be paid to the Provider shall be set forth in a separate written addendum to this Agreement. VIII-04

3. It is expressly understood that during the time period of use as specified in paragraph 1 above, or until such time as the safety house is returned to Provider herein, that User has complete direction, supervision, and control over the safety house and is fully responsible for all actions taken and decisions made with regard to the use made of the fire safety house. The intended purpose of this paragraph is to shift all risk of loss for accident or injury to the User herein, while the fire safety house is in the possession and control of the User, from the time the fire safety house is delivered to the User by the City of Rosemount until the time it is retrieved by the City of Rosemount.
4. The User shall supply the Provider with a certificate of insurance for personal injury and property damage against liability for bodily injury and property damage that may occur to the fire safety house itself or that may occur to any third parties injured by the User's use of the fire safety house while in its possession, in an amount less than \$300,000.00 per person per accident, and the property damage insurance to be in an amount and in the form as may be required by the Provider. User shall not be entitled to transport or otherwise remove the fire safety house from the City of Rosemount or take possession and control of the fire safety house under the terms of this agreement until such proof of insurance is shown.
5. User shall indemnify the City of Rosemount, the Rosemount Volunteer Fire Department, and the Rosemount Fire Relief Association, their officers, agents and employees against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any period or entity arising out of either (1) failure by User to perform any of the terms or conditions of this agreement, (2) any injury or damage happening while the fire safety house is under the direction and control of the User under the terms of this agreement, (3) failure to comply with any law or any governmental authority, or (4) any other cause of action arising due to the use of the fire safety house by User while under its direction and control.
6. Notwithstanding any other terms of this agreement, User acknowledges that the fire safety house is to be used for instructional, educational, or the training purposes, and for no other use. It is acknowledged that User is renting the firehouse for the following purpose Fire Prevention Annual Open House
7. If the fire safety house becomes damaged while in the possession of the User, or is otherwise returned to Provider herein a condition from

when it was taken out, reasonable wear and tear excepted, User shall be fully responsible for the damages.

WHEREFORE, the parties have placed their hands on and seals on the date first written above.

PROVIDER:

CITY OF ROSEMOUNT

MAYOR

CITY CLERK

USER:

CITY OF Hastings _____

MAYOR

CITY CLERK

<i>FIRE SAFETY HOUSE</i>	
<i>SCHEDULE OF COSTS</i>	
Daily Rental Fee	\$25.00 per day
Delivery Fee	\$5.00 per mile, one way
Fog Fluid	\$18.50 per liter
Cleaning Costs	\$22.50 per level
Rosemount Fire Department Operators	\$9.25 per hour, per person
Missing Items	Replacement cost
Damaged Items	Repair cost
Other Consumables	Replacement cost
<i>Contact: Bruce Sword Rosemount Fire Department</i>	
<i>Phone 651-322-2026</i>	
<i>Email bruce.sword@ci.rosemount.mn.us</i>	



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: April 3, 2023
Item: Approve Transfer of Liquor License for Nirvana, LLC dba Ace Liquor to KTEK, LLC dba Ace Liquor Store at 1355 South Frontage Road, Suite 330

Council Action Requested:

Approve the attached resolution allowing the transfer of the liquor license from Nirvana, LLC dba Ace Liquor to KTEK, LLC dba Ace Liquor Store which would allow sales of Off-Sale Intoxicating Liquor.

Background Information:

Amanuel Teklemariam, KTEK, LLC dba Ace Liquor Store, submitted a liquor license application to be able to sell Off-Sale Intoxicating Liquor at KTEK, LLC dba Ace Liquor Store which they recently took ownership over, previously known as Ace Liquor.

Financial Impact:

License revenue is included in the budget.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 04 - - 23

**A RESOLUTION APPROVING THE APPLICATION BY
KTEK, LLC DBA ACE LIQUOR STORE FOR AN
OFF-SALE INTOXICATING LIQUOR LICENSE**

WHEREAS, Amanuel Teklemariam, of KTEK, LLC dba Ace Liquor Store, submitted an Off-Sale Intoxicating Liquor License Application.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Off-Sale Intoxicating Liquor License application for KTEK, LLC dba Ace Liquor Store is approved.

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

Mary D. Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: April 3, 2023
Item: Approve Application for KTEK, LLC dba Ace Liquor Store for a Tobacco License

Council Action Requested:

Approve the attached resolution approving the application for KTEK, LLC dba Ace Liquor Store for a Tobacco License at 1355 South Frontage Road, Suite 330.

Background Information:

The City has received and received an application for a new tobacco license from Amanuel Teklemariam, of KTEK, LLC dba Ace Liquor Store to be able to sell tobacco products at 1355 South Frontage Road, Suite 330.

Approvals and issuances of licenses are contingent upon the submittal of all required documents, fees, and successful completion of a criminal background investigation conducted by the Hastings Police Department, and passing inspections by the Hastings Building Official and Hastings Fire Marshal.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 04 - - 23

**A RESOLUTION APPROVING THE APPLICATION BY
KTEK, LLC DBA ACE LIQUOR STORE
FOR A TOBACCO LICENSE**

WHEREAS, the City has received and reviewed applications for a new tobacco license from Amanuel Teklemariam, of KTEK, LLC dba Ace Liquor Store to be able to sell tobacco products at 1355 South Frontage Road, Suite 330; and

WHEREAS, approval and issuance of licenses are contingent upon the City receiving all required documents, fees, and successful completion of a criminal background investigation conducted by the Hastings Police Department, and passing inspections by the Hastings Building Official and Hastings Fire Marshal; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hastings that the Tobacco License for KTEK, LLC dba Ace Liquor Store is approved.

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

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marshall Bigler, Recreation Program Specialist
Date: April 3, 2023
Item: Special Event Designation

Council Action Requested:

Designate the Historic Hastings Car Shows as Special Events with the following conditions recommended by City staff.

Background Information:

The Downtown Business Association (DBA) is planning for the 2023 Car Show events. The event dates will be the 3rd Sunday of each month: May 21, June 18, July 16, August 20 and September 17 from 11:00 a.m. to 4:00 p.m. The event has the same footprint as last year.

Conditions

- Street closure of the area barricaded in red (reference map) from 9:00 a.m. – 5:00 p.m. for event. Sibley St. should stay open until 9:30 a.m. to allow for public parking and Legion access. This would be consistent with 2021 & 2022 Car Shows.
- Event Organizers will post ‘No Parking’ signs 24-hrs. prior to the event. Hastings Police will tag/tow any cars in restricted area starting at 9:00 a.m. This is consistent with other special events.
- Area to block-off include: 2nd Street from Tyler Street to the cross street near The Lock and Dam Eatery. Ramsey Street from Oliver’s Grove Park to the Levee Park Entrance. Sibley Street from Level Up Games area to the Alley by the previous ‘Onion Grille’ restaurant.
- Barricade at 3rd Street and blocking the East Frontage Road. Barricade can open as the show ends for exiting traffic.
- Volunteers will direct cars to appropriate open parking spaces on 2nd, filling from end to end then filling the center of 2nd between Sibley and Tyler. When full, volunteers will place street barricades, blocking the entrance.
- Volunteers will direct cars North on Tyler St. and shown other public parking areas nearby.
- Hastings Police Department will continue to provide Reservists and Police Officers for the Car Show events.
- The Hastings Parks Department will provide 5 picnic tables under the HWY 61 bridge south of 2nd St. next to the artwork area and 3 picnic tables on the Levee Park sidewalk area near the public restrooms; allowing for proper handicap access.

- Event Organizers will coordinate for a food truck and tent under the bridge (where picnic tables are placed) and on 2nd street under the bridge. The truck window will face west so guests line up on the sidewalk and not the street.
- DBA to provide additional trash and recycling receptacles for attendees.
- DBA to provide portable bathrooms for attendees.
- Levee Park restrooms will be cleaned and stocked Sunday mornings by Parks Department Staff. Restrooms are on an automated timer unlocked 7:00 a.m. – 10:00 p.m. daily, unless an issue arises.
- No extra dates be added to this request; only dates specified.
- No vehicles newer than 1985 allowed in designed event area.
- No animals (unless certified service animals) allowed in designed event area.

Financial Impact:

The DBA has been independent in the organization of these events, there are some City resources used including Police Reservists and a full-time Police Officer to assist.

Advisory Commission Discussion:

n/a

Council Committee Discussion:

n/a

Attachments:

- 2023 Car Show Special Event Application
- 2023 Car Show Map & Route



SPECIAL EVENT PERMIT APPLICATION

ADHERE TO COVID-19 GUIDELINES. The User represents & confirms that all requirements of the City and State of Minnesota related to COVID-19, including, but not limited to, Governor’s Executive Order & State Agency Guidance, have been included in the User’s COVID-19 Preparedness Plan which will be implemented and enforced while using any Facility in accordance this Agreement. User is responsible for monitoring & updating their COVID-19 Preparedness Plan should the requirements of the City or State of Minnesota be altered, updated, or otherwise changed.

General Event Information			
Event Name:			
Name of Event Coordinator:		Home Phone: ()	
		Work Phone: ()	
Name of Organization /Business Hosting Event:		Cell Phone: (651)	
		E-mail:	
Mailing Address:		Website:	
On Site Contact Name:		On Site Contact Cell Phone: (651)	
Type of Event (mark all that apply): Downtown Event Race/Run/Walk Concert/Performance Fundraiser			
Other:			
Date(s) Requested:			
Date	Day of Week	Time	
		am/pm to am/pm	
		am/pm to am/pm	
		am/pm to am/pm	
Is this event: <input checked="" type="checkbox"/> Open to the public Private		Will this be an annual event? Yes <input checked="" type="checkbox"/> No	
Has this event been held in another City? Yes No			
If yes, when was it held and where? _____			
Will an admission fee be charged? Yes No		Will donations be accepted? Yes No	
What will proceeds from the event be used for?			
Anticipated Attendance: Total Per Day			
Will there be a tent(s) at the event? Yes No		If yes, how many and how big?	

Event Location Information
Location of the event (including the starting line, finish line and staging/disbanding areas):
List of any City parks/facilities to be used for the event:
Number of vehicles expected at the event:
Describe where participants will park:

If the event will take place on private property, has approval been obtained from the property owner(s)?

Yes No

Please include a site plan for the event location that show the location of the starting line, finishing line, staging areas, tents, vendors, parking areas, sound amplification equipment and any other areas that will be setup as part of the event.

Recycling and Trash are required for collection at all events with waste. Recycling and Trash must follow the Best Management Practices including: paired and labeled containers. Questions? Please contact our City Recycling Coordinator 651-480-6182

Will your event generate waste? If yes, we recommend contacting a Hauler for bins and waste pick-up.

Yes No from food trucks; they are required to haul away themselves

Event Route Information

Does the event propose to require the use of any public right of way (crossing or traveling within)? Yes No

List all public right of way that will be used during the event:

City Streets _____

Trails/Sidewalks _____

County Roads _____

State Road _____

Other Right of Way _____

Have you received approval for the use of any County or State right-of-way? Yes No Not applicable

Does the route require the closing or partial closing of any streets, intersections or crossings? Yes No

If yes, please describe: _____

(The City of Hastings reserves the right to require street closings)

Please include a detailed map showing the proposed route. The route map must show what roadways, trails and sidewalks will be used and the direction the participants will travel. All street names must be clearly labeled.

Event Safety Information

Number of volunteers assisting with the event:

Do you have a contingency plan if volunteers don't show up? Yes No

If yes, please summarize: _____

Is the promoter aware of any problems that may arise during the event? Yes No

If yes, please summarize: _____

Have arrangements been made for emergency medical services? Yes No

If yes, please summarize: _____

Will alcohol be served or sold at the event? No Yes (a temporary beer or liquor license is required)

Will there be a raffle or other regulated gambling activity at the event? No Yes (a temporary gambling permit is required)

Will the event include the sale of any products or services? No Yes (please provide a list of your approved event vendors):

Will the event include the sale of any food or beverages? No Yes (health department permits are required, please provide a list of your approved food vendors): _____

Event Signage and Sound Information

Please include a route map detailing where all DIRECTIONAL signage will be placed for the event.

Please include a map detailing where all signs ADVERTISING the event will be placed.

Will any sound amplification equipment be used at the event? Yes No

If yes, please describe where in the event area the equipment will be used and what time the equipment will be used:

Insurance Information

Insurance coverage shall be maintained for the duration of the event with a minimum \$1,000,000 combined single limit and a minimum \$2,000,000 aggregate limit. If food or non-alcoholic beverages are sold or provided at the event the insurance policy shall also include an endorsement for product liability in an amount not less than \$1,000,000. Proof of insurance coverage must be provided at least 5 days prior to the event.

I have read and agree to all ordinances and rules associated with this special event permit. I certify that the answers are true and correct to the best of my knowledge.



Signature

Date

Please return completed form to Paige Marschall-Bigler at pmarschall@hastingsmn.gov or mail in to Parks Department 920 10th St W, Hastings MN 55033. Call 651-480-6182 with any questions.

OFFICE USE ONLY

Date application submitted: _____

Date application approved by CC: _____

Required resources:

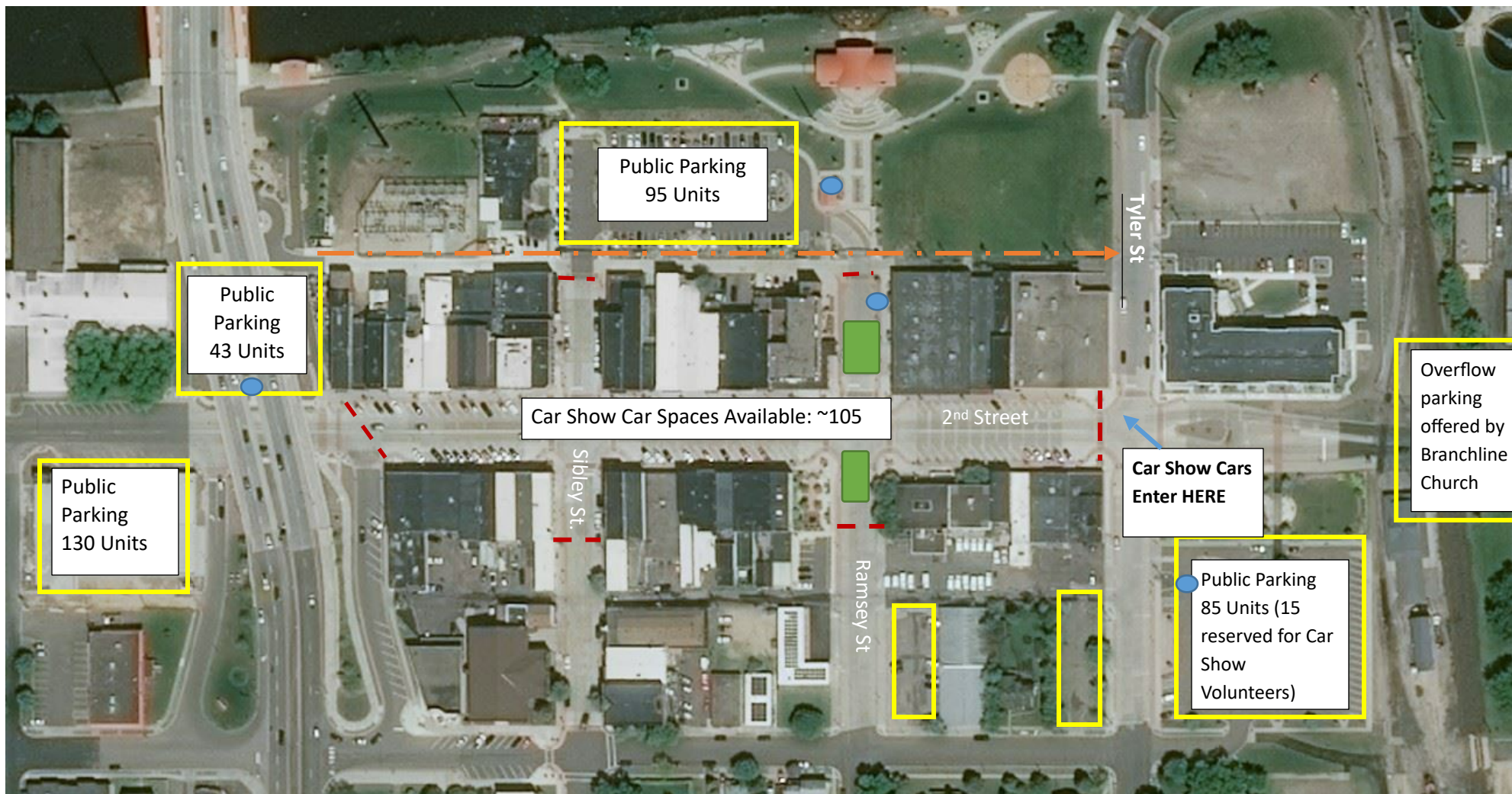
- Police Reservists: _____

- Equipment: _____

- City staff: _____

Insurance information received: _____

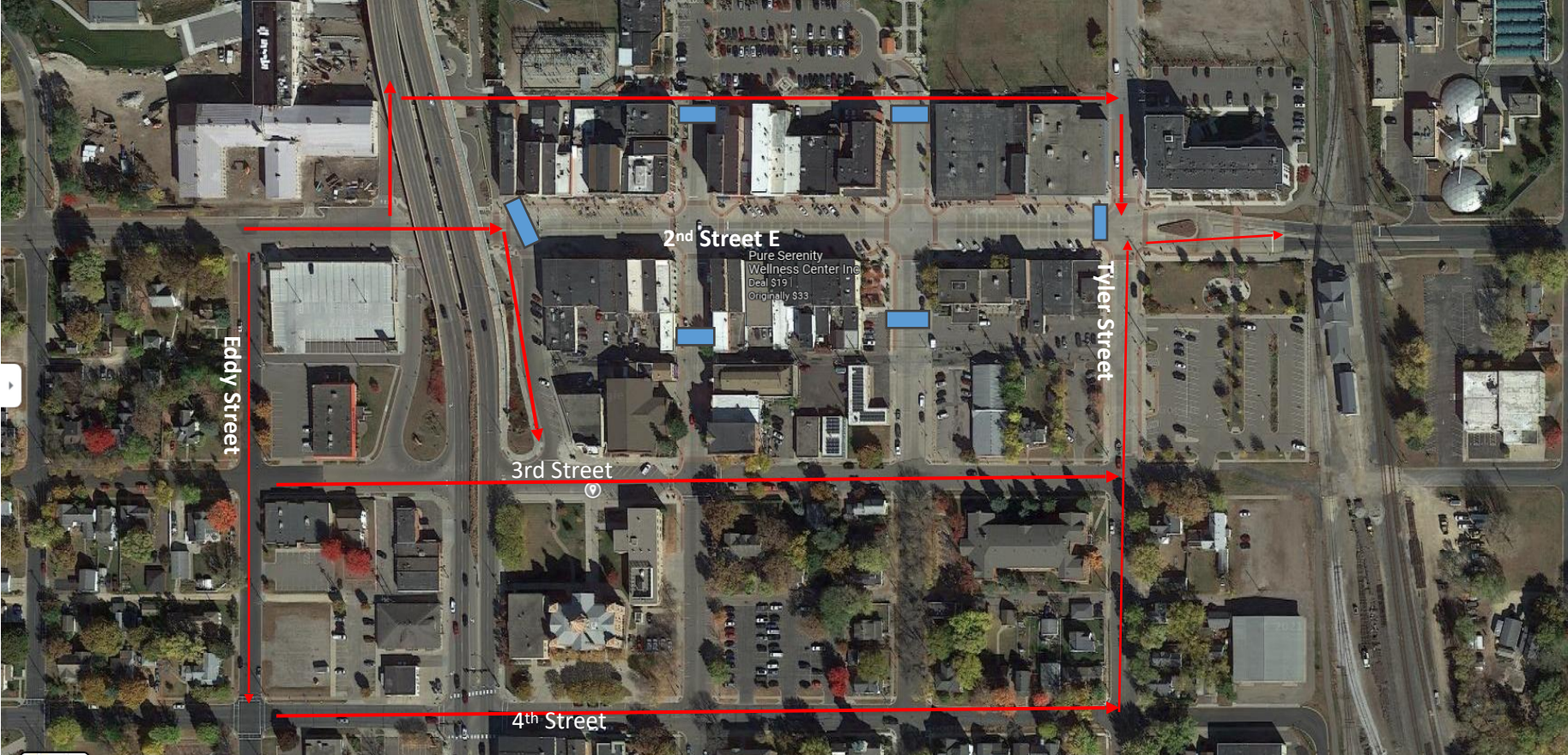
Licenses/permits obtained: _____



- Street Barricades**
- Public Parking**
All Public Parking lots have accessible parking spaces reserved.
- Food Trucks**
- Restrooms**
- One way traffic**

If you would like to display your car at the Historic Hastings Car Show, please follow the guidelines below:

- Spaces are available on a first come, first serve basis.
- Please enter the event area on Tyler & 2nd
- Gates open at 10:00 a.m.
- Classic cars from 1985 and older.



Street Barricades

Route options





City Council Memorandum

To: Mayor Fasbender & City Council Members
From: John Townsend, Fire Chief
Date: March 24, 2023
Item: Approve Agreement with Digitech Computer LLC

Council Action Requested:

Council is asked to approve agreement with Digitech Computer LLC for ambulance/EMS billing services.

Background Information:

The department is terminating our current ambulance/EMS billing service agreement with Expert T Billing and transitioning this service with Digitech. This change is to improve customer service and internal efficiencies.

Financial Impact: N/A

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: Billing Service Agreement

BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT, dated April 3, 2023 (“Agreement”) between **DIGITECH COMPUTER LLC (“DIGITECH”)** maintaining its principal place of business at 480 Bedford Road, building 600, 2nd floor, Chappaqua, NY 10514 and **CITY OF HASTINGS (“CLIENT”)** maintaining its principal place of business at 101 4th Street East, Hastings, MN 55033.

WITNESSETH:

The parties hereby agree as follows:

I. SERVICES

- A. DIGITECH will provide CLIENT the services (“Services”) specified in Sections I, II and III of Rider A.

II. PAYMENT

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. DIGITECH shall invoice CLIENT based upon the invoicing information provided by CLIENT in Rider A-1.
- C. All payments will be due within thirty (30) days of receipt of DIGITECH’s invoice.
- D. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- E. If the uncontested invoice or uncontested portion of an invoice remains unpaid sixty (60) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon forty- five (45) days prior written notice to CLIENT.

III. CONFIDENTIALITY

- A. With regard to CLIENT’s Protected Health Information (“PHI”), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT. DIGITECH will not make copies of such information or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors and successors shall keep strictly confidential all

information designated by CLIENT as “confidential”.

- C. CLIENT acknowledges and agrees that the software, and all other systems and documentation, including training materials, related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software and documentation developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.
- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees, unless the parties have otherwise agreed in writing.

IV. TERM, TERMINATION AND RENEWAL

- A. The initial term (“Initial Term”) of this Agreement shall comprise the following: (i) a pre-go-live implementation period commencing with the date of this Agreement, which period may be extended for good faith reasons upon mutual agreement of the parties, ending with a go-live date, on which billable incident processing commences (“Go-Live Date”); and (ii) a three (3) year billable incident processing period commencing with the Go-Live Date. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the Go-Live Date through those transports with dates of service prior to the end of the Initial Term.
- B. Provided that this Agreement has not been terminated, at the end of the Initial Term, this contract will automatically renew for successive one-year renewal periods unless either party notifies the other party, in writing, at least ninety (90) days before the end of the then current term that it elects to cancel this Agreement. DIGITECH, at its option, may send a renewal notice to CLIENT one hundred and twenty (120) days prior to the end of the then current term stipulating new pricing for the next renewal period. If CLIENT does not agree in writing to the new pricing within thirty (30) days of the date of the renewal notice, then this Agreement shall be deemed terminated at the end of the then current term.

- C. Except as otherwise provided in the Business Associate Agreement regarding a basis for termination for violation of the obligations of the Business Associate Agreement, either party may, upon thirty (30) days written notice, via certified mail, identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (E) above.
- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
 - 1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it: or
 - 2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
 - 3. A party hereto is excluded from participation in any state and/or federal health care program; or
 - 4. The Business Associate Agreement between DIGITECH and CLIENT is terminated.
- E. Upon the expiration (by non-renewal or otherwise) or termination of this Agreement, the parties shall proceed in accordance with Section XI – Transition Following Termination or Expiration below.
- F. Either party may terminate this Agreement, without cause, with 120 days prior written notice.
- G. If CLIENT terminates early, CLIENT shall reimburse DIGITECH for the unamortized cost of any hardware purchased by DIGITECH for CLIENT.

V. INDEMNITY AND LIABILITY

- A. Each party to this Agreement shall indemnify and hold harmless the other party and its agents, employees and subcontractors (“Indemnified Party”) from and against losses, liability, fines, suits, demands, arbitration fees, damages and

expenses (including reasonable attorney's fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Agreement, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party's liability shall be limited as set forth below in paragraphs V(B) through (I).

- B. To the extent permitted by law, DIGITECH's liability shall be limited to amounts paid by DIGITECH's errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$3,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CLIENT's payment obligations).
- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.
- D. CLIENT specifically agrees that it is responsible to repay any overpayments, denials, recoupments and/or offsets, including interest, penalties and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CLIENT is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CLIENT has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible) or as a result of a fine or penalty, DIGITECH's liability regarding any such bill or billable incident will not exceed the fee paid to DIGITECH to process such item, except this limitation of liability shall not apply to any claims or liability that may arise out of misrepresentation, fraud, or violation of any law, or any willful, wanton, or reckless or negligent conduct by DIGITECH. Notwithstanding the foregoing, DIGITECH shall pay any penalties and fees caused by its own negligence or willful misconduct.
- E. DIGITECH will not be liable in the event of a recoupment caused by a change in federal or state regulations, a change in the interpretation of federal or state regulations, a refund caused by an EMS crew member's or CLIENT's expired license

or certification, or if DIGITECH is directed by the CLIENT to bill against DIGITECH's advice and an audit determines that a billable incident should not have been billed. CLIENT will not be entitled to any refund or credit of any fee paid to DIGITECH, and DIGITECH will have no liability whatsoever in the event of such recoupment, except where DIGITECH failed to conduct sufficient due diligence to remain current on any changes to, or the interpretation of, applicable regulations.

- F. In the event that an internal or external audit of paid billable incidents determines that there was an overpayment for which DIGITECH collected a fee based on billable incidents given a disputed level of service and/or inaccurate rates, DIGITECH will issue a credit to CLIENT for an amount equal to the DIGITECH fee earned on the amount overpaid and returned. Except as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted billable incident.
- G. In the event that the CLIENT receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same billable incident, or two different insurance companies paid the same billable incident), DIGITECH will give the CLIENT a credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CLIENT has refunded the payer.
- H. CLIENT acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CLIENT may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A.
- I. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters identified under this Section.

VI. EXCLUSIVITY

- A. CLIENT agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for a period of at least ninety (90) days from the last transport date prior to the termination or expiration of this Agreement (the "Winding Down Period"), and any extensions or renewals thereof.

VII. COMPLIANCE

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.

- B. DIGITECH agrees to comply with all applicable federal and state laws, including “anti-kickback,” “excessive charges,” and other regulations relevant to this Agreement.
- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that they shall be responsible for verifying that none of CLIENT’s employees are excluded from participation in any state and/or federal health care program and that every EMS crew member’s license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT’s discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- D. CLIENT warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals.
- E. DIGITECH warrants that it will not utilize any excluded individuals to perform any work on any of CLIENT’s billable incidents.
- F. CLIENT represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges of CLIENT are solely determined by CLIENT, and are consistent with CLIENT’s legal obligations under any local, state and/or federal laws.
- G. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT regarding the eligibility of the services rendered for payment according to applicable reimbursement laws, rules or policies.

VIII. INSURANCE

- A. During the term of this Agreement, DIGITECH shall maintain the following insurance coverages/policies:
 - 1. General liability insurance coverage (which shall include Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage) with limits no less than \$1M per occurrence and \$2M in the aggregate;
 - 2. Errors and omissions insurance coverage with limits of no less than \$3,000,000 per occurrence and in the aggregate;

3. Cybersecurity coverage with limits of no less than \$5,000,000 per occurrence and in the aggregate;
 4. Employee dishonesty and crime with limits of no less than \$1,000,000 per occurrence and in the aggregate; and
 5. Workers comp with limits of no less than the statutory limits.
- B. Upon request, DIGITECH shall provide a Certificate of Insurance evidencing such coverage(s) to CLIENT.

IX. NOTICES

- A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Mark Schiowitz
President & CEO
Digitech Computer LLC
480 Bedford Road, Bldg. 600, 2nd floor
Chappaqua, NY 10514
Email: contracts@digitechcomputer.com

If to CLIENT:

City of Hastings
Fire Chief
101 4th Street East
Hastings, MN 55033
Email: JTownsend@hastingsmn.gov

X. CLIENT RESPONSIBILITIES

- A. CLIENT agrees to provide DIGITECH all information required to perform the Services. Furthermore, CLIENT agrees to deliver said information by automated field data:

Automated Field Data Collection

CLIENT'S ePCR vendor (currently ImageTrend) shall:

- a) Produce a daily billing file in the standard NEMESIS XML file format. The daily billing file will be one file containing all billable incidents approved for billing since the last daily billing file;
 - b) Include all data elements in the daily billing file required for billing. This includes, but is not limited to date of service, signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency.
 - c) Produce and provide a PDF copy of the PCR for each call included in the NEMESIS XML file. The PDF must be named with the unique ID of the call.
 - d) Automatically push the daily billing files via SFTP to DIGITECH's FTP server; Mutually agree on custom data elements with both CLIENT and DIGITECH for items such as treatments, supplies, etc. f) Allow DIGITECH employees to login to secure website to:
 - (1) Manually produce a billing file based on the same billable incident criterion used to produce the daily billing file;
 - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
 - (3) View details of transport including additional documentation such as PCS, Hospital Face Sheet, etc.
 - e) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
 - (1) Be an Excel spreadsheet;
 - (2) Include all billable incidents for the specified date of service date range
 - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
 - f) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH's Ambulance Commander System and the ePCR System.
 - g) CLIENT or CLIENT's ePCR vendor shall pay all third party costs incurred to purchase, support, integrate and maintain the CLIENT's field data collection system
- B. CLIENT agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered or "raw" electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CLIENT agrees to pay charges incurred to convert a payer file back to its original, unaltered or "raw" state.
- C. In cases where DIGITECH has verified payment, but CLIENT cannot provide remittance advice, DIGITECH will provide such listing to CLIENT and CLIENT agrees to allow DIGITECH to apply such payments. CLIENT agrees that the application of

such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV above.

- D. DIGITECH agrees to pay for all fees associated with the establishment and maintenance of a CLIENT controlled cash receipt/check bank lock box and deposit account.
- E. CLIENT agrees to pay for all credit card transaction fees.
- F. CLIENT agrees to establish and maintain a broadband or high speed internet connection, with static IP address, from its place of business to the Internet. CLIENT shall maintain a bandwidth of at least 1MB free for every 5 active users.
- G. CLIENT agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. DIGITECH will inform CLIENT if the CLIENT's intervention is required by processor.
- H. CLIENT agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross/Blue Shield, where necessary.
- I. CLIENT agrees to pay for any enrollment or revalidation fees imposed by payers.
- J. Where possible, CLIENT agrees to flag non-billable incidents prior to submission to DIGITECH for procedure coding.
- K. CLIENT agrees to email DIGITECH cash posting manager with EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH on a daily basis.
- L. CLIENT acknowledges and accepts that it is responsible for acquiring any and all Physician Certification Statements (PCS) and prior authorizations required for non-emergency transports.

XI. TRANSITION

- A. In the event this Agreement terminates or expires under the provisions described in Section IV of this Agreement, the following four phases shall occur (certain Service exclusions apply and may require an additional fee during the 120 day Winding Down Period period):
 - 1. **Phase I** - DIGITECH shall continue with services until the Termination Date. The

“Termination Date” shall be defined as the last date of service/transport that DIGITECH shall be responsible for processing.

2. **Phase II** – DIGITECH shall cease all processing including the collection services described in Rider A, Section II above, sixty (60) days from the Termination Date. For greater clarity, DIGITECH shall cease importing new billable incidents with dates of service after the Termination Date, but for sixty (60) days after the Termination Date, DIGITECH shall continue processing billable incidents with dates of service prior to the Termination date.
3. **Phase III** – Upon the conclusion of Phase II, DIGITECH shall cease all billable incident processing and collections. For an additional sixty (60) days, CLIENT will continue to provide DIGITECH with remittance advice or cash receipt data, as described in Section X.B., for all deposits within this 120 day Winding Down Period, and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 120 days of deposits after the Termination Date for which CLIENT receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.
4. **Phase IV** - Subsequent to the conclusion of Phase III and the Winding Down Period, DIGITECH will provide client with its data in SQL format once DIGITECH has been fully paid for services rendered.
5. Upon expiration or termination of this Agreement, all additional services under Sections V and VI of Rider A shall cease, unless the parties agree in writing to extend the term of such services to include the Winding Down Period.
6. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CLIENT in transitioning from DIGITECH to another service provider of CLIENT’s choosing.
7. At the expiration of the Winding Down Period, CLIENT shall cease using all of DIGITECH’S materials and products, including training manuals. CLIENT shall either return all materials to DIGITECH or delete such materials.

XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS

- A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by

all parties.

- B. This Agreement shall be governed by the laws of the State of New York without giving effect to any choice of law or conflicts of laws, rules or provisions.
- C. The parties agree that any claim or dispute between them, whether related to this Agreement or otherwise, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association (“AAA”), under the AAA arbitration rules then in effect, before one (1) arbitrator in Westchester County, New York State. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Either party may commence such arbitration upon no less than thirty (30) days written notice to the other.
- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.
- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement. In the event that this Agreement is the basis for an Interlocal or Cooperative Procurement, the fees paid by the CLIENT described herein shall not change for the CLIENT; however, the fees to be paid by another agency shall be modified so that Digitech may project payment by the other agency of at least \$15 per service/transport based on the other agency’s service/transport volume and payor mix.
- H. The failure of either party to require strict performance of any provision will not diminish that party’s right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.

[Signature page follows]

The parties hereto have executed this Agreement on the day and year first above written.

CITY OF HASTINGS, MN

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: Mary Fasbender

Name: MARK SCHIOWITZ

Title: Mayor

Title: PRESIDENT AND CEO

Date: _____

Date: _____

By: _____

Name: Kelly Murtaugh

Title: City Clerk

Date: _____

RIDER A
DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES

This Rider is a part of the Agreement between **DIGITECH COMPUTER LLC (“DIGITECH”)** and **CITY OF HASTINGS, MN (“CLIENT”)**.

I. BILLING SERVICES

A. DIGITECH shall provide the following billing and collection services which are contingent upon CLIENT fulfilling the responsibilities outlined in Section X of the Agreement:

1. DIGITECH shall perform Patient Care Report (“PCR”) processing including:
 - a) Review client-prepared PCR’S for content, level of service and diagnosis;
 - b) Procedure Coding; and
 - c) Eligibility and Insurance Research and Verification.

2. DIGITECH shall perform billing as follows:
 - a) Electronic Invoicing
 - (1) Medicare;
 - (2) Commercial Insurance; and
 - (3) Medicaid (billed weekly).
 - b) Paper Invoicing
 - (1) CMS-1500 for Commercial Insurance;
 - (2) Self-Pay;
 - (3) Facility (where applicable); and
 - (4) CMS-1500 for Medicaid (where applicable).

3. DIGITECH shall provide customer services hours from 8AM to 4:30PM CST.

II. COLLECTION SERVICES

A. DIGITECH will provide the following collection services covering the following types of providers:

1. Facility
 - a) Submit a maximum of 3 invoices/notices, at 30 day intervals;
and
 - b) Perform follow up as needed, in DIGITECH’s discretion.

2. Patient or Self Pay
 - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
 - b) Make a maximum of 2 follow-up calls; and
 - c) Recommend to CLIENT amounts to be placed in legal proceeding upon the

earlier of DIGITECH'S determination that the amount is uncollectible or 120 days from the first invoice date.

3. Insurance
 - a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
 - b) Perform follow up as needed, per DIGITECH's discretion; and
 - c) File appeals upon notice of denial, where applicable.
 4. Medicaid
 - a) Process denials;
 - b) Follow-up on pending billable incidents; and
 - c) Resubmissions.
 5. Medicare
 - a) Process denials;
 - b) Follow-up on pending billable incidents; and
 - c) Resubmissions.
 6. Billable incidents resolution and appeals
 7. Remittance Posting
 8. Resubmission of denials, pending and held items
 9. Interfacing with carriers on behalf of CLIENT
 10. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.
- B. DIGITECH will interface with CLIENT's collection agency as follows:
1. Create and download one collection file per month using the industry standard XML collection file format; and
 2. In the event CLIENT'S collection agency requires a format that differs from DIGITECH's standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT'S written approval.
 3. DIGITECH reserves the right to withdraw billable incidents from collections if payment is received within 10 business days of sending the billable incident to collections.

III. REPORTING SERVICES

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
 - 1. Accounting Reports
 - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
 - 2. Transport Reports
 - a) Per Trip Data and Collection Percentages.

IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES

- A. DIGITECH will charge a fee for the Services described above as follows:

CLIENT shall pay to DIGITECH a fee equal to 5.75% of net monthly EMS billing collections, less refunds.

DIGITECH'S percentage fee for service covers billable incidents with a date of service commencing on the go-live date of the contract.

CLIENT shall pay to DIGITECH its collection fee as set forth in this Section IV on all payments received by CLIENT on any billable incident processed by DIGITECH, including but not limited to revenue received by CLIENT related to any State administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CLIENT is obligated to pay to any other entity or subcontractor to analyze and report costs that will help CLIENT realize said revenue.

Notwithstanding the foregoing, DIGITECH acknowledges that billable incidents for which DIGITECH provided no processing services and that have been processed prior to the go-live date may be assigned by CLIENT to other third party collectors and that DIGITECH has no interest in or responsibility for such billable incidents.

Provided that CLIENT's ePCR system can provide a standard NEMIS file extract, DIGITECH shall provide an interface from CLIENT's existing ePCR system to DIGITECH's billing software at no charge to CLIENT. Note that in the event CLIENT's ePCR vendor charges DIGITECH for any aspect of the ePCR interface,

Digitech will pass through such charges to CLIENT.

Pricing is based on the accuracy of the transport and billing data provided by the CLIENT during the RFP process. Should the data provided to us prove to be in error, we reserve the right to renegotiate or exit the contract, provided DIGITECH gives CLIENT a 45 day notice of termination.

Note: DIGITECH's fee in Section IV(A) above does not include the processing of billable incidents in which the CLIENT has a contractual obligation to transport and not bill (and are therefore uncollectible), such as financial hardship cases and prisoner transports. In addition, DIGITECH's fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V – Fees/Other below.

- B. The DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past due accounts placed with such agency shall be the responsibility of the CLIENT.

V. FEES/OTHER

- A. Fees for the processing and/or collection of billable incidents not covered by this Agreement shall be negotiated on a case-by-case basis. Such billable incidents may include, but are not limited to, billable incidents with dates of service not covered by this Agreement, non-ambulance billable incidents, non-billable incidents and incidents where critical processing information may be available at an unreasonable cost.
- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated, per clerk. Such services include, but are not limited to, data entry, scanning and call taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before performed.
- C. Time expended by DIGITECH programming staff on behalf of CLIENT, to cover programming changes or additions not covered by this Agreement shall be billed at the then current hourly rate for the resources requirement.
- D. Provision of services not specifically set forth in this Agreement, including but not limited to significant assistance with reporting, reporting projects, projections, interfacing or working with separate entities that are part of or affiliated with Client's organization, shall be subject to a separate compensation

agreement covering such additional services. The parties agree to act in good faith to draft mutually acceptable terms of service.

E. DIGITECH may require a work order prior to the provision of such services.

VI. REIMBURSABLE EXPENSES

CLIENT will reimburse DIGITECH for preapproved travel expenses (at cost). Such expenses shall be included in the invoice to CLIENT in the month following the date of such travel.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

CITY OF HASTINGS, MN

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: Mary Fasbender

Name: MARK SCHIOWITZ

Title: Mayor

Title: PRESIDENT AND CEO

Date: _____

Date: _____

By: _____

Name: Kelly Murtaugh

Title: City Clerk

Date: _____

RIDER A-1
CLIENT INVOICING INFORMATION

Mailing Address:	<u>101 East 4th Street, Hastings, MN 55033</u>
Email Address (General):	<u>LFoss@hastingsmn.gov</u>
Email Address (Invoicing):	<u>LFoss@hastingsmn.gov</u>
A/P Contact Name:	<u>Lauren Foss</u>
A/P Contact Phone Number:	<u>651-480-2341</u>
Tax ID:	<u>41-6005220</u>

RIDER B
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”), is made and entered into by and between **CITY OF HASTINGS, MN** (“Covered Entity”) and **DIGITECH COMPUTER LLC** (“Business Associate”). This Agreement shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information (“PHI”) (as defined in Article 1 of this Agreement) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Agreement is effective as of the effective date of the Billing Service Agreement (the “*Effective Date*”).

RECITALS

WHEREAS, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), all as amended from time to time (“HIPAA”), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the “HITECH Act”), and other applicable laws;

The parties do hereby agree as follows:

Article 1: Definitions

1.1 Definitions. For the purposes of this Agreement, the following defined terms shall have the following definitions. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.

- (a) **“Breach”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.
- (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR §164.402.

Article 2: Duties of Business Associate

- 2.1 Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.
- 2.2 Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d)

be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

2.3 Breach of Unsecured PHI.

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure (“Acquisition”) of Covered Entity’s PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate’s written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate’s written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

2.4 Permitted Uses of PHI. Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate’s obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

2.5 Permitted Disclosures of PHI. Business Associate shall not disclose PHI other than for the purpose of performing Business Associate’s obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate

discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 Retention of PHI.** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Agreement.
- 2.8 Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Agreement. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Agreement as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the

date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

- 2.11 Access to Information.** Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.
- 2.12 Availability of PHI for Amendment.** The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.
- 2.13 Accounting of Disclosures.** Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such

information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

- 2.14 Agreement to Restriction on Disclosure.** If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.
- 2.15 Accounting of Disclosures of Electronic Health Records ("EHR").** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.
- 2.16 Access to Electronic Health Records.** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an

individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

- 2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.
- 2.18 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.19 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.20 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Agreement.
- 2.21 Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Agreement, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its

responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Agreement.

- 2.22 Return of PHI at Termination.** Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Agreement shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.
- 2.23 Retention of PHI.** Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.
- 2.24 Business Associate's Performance of Obligations of Covered Entity.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

Article 3: Duties of Covered Entity

- 3.1 Using Appropriate Safeguards.** Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

Article 4: Term and Termination

- 4.1 Term.** The provisions of this Agreement shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Agreement.
- 4.2 Termination by Covered Entity.**

- (a) A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

4.3 Termination by Business Associate. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Agreement, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

4.4 Termination by Either Party. Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

Article 5: Miscellaneous

5.1 Acknowledgment. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

5.2 Change in Law. The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Agreement), and to negotiate in good faith, if, in either party's business judgment, modification of the Billing Service

Agreement (including this Agreement) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Agreement will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation.** Section titles in this Agreement are for convenience only, and shall not be used in interpreting this Agreement. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Agreement, the provisions of this Agreement shall prevail. Any reference in this Agreement to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

CITY OF HASTINGS, MN

DIGITECH COMPUTER LLC

By: _____

By: _____

Name: Mary Fasbender

Name: MARK SCHIOWITZ

Title: Mayor

Title: PRESIDENT AND CEO

Date: _____

Date: _____

By: _____

Name: Kelly Murtaugh

Title: City Clerk

Date: _____



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: April 3rd, 2023

Item: Dakota County Drug Task Force Joint Powers Agreement

Council Action Requested:

Approval of attached joint powers agreement between the City of Hastings and the Dakota County Drug Task Force. This Joint Powers Agreement will be in effect until 2027.

Background Information:

The Hastings Police Department is an active participant in the Dakota County Drug Task Force (DCDTF) through a Joint Powers Agreement. This group, consisting of officers from twelve (12) Dakota County jurisdictions, is responsible for the enforcement of controlled substance laws throughout this county. We contribute both a full-time Hastings Police Officer to the team and an Administrative Staff Person through a separate contract. This contract has no impact on the services provided by or to the City of Hastings.

This JPA was reviewed and approved as to form by Hastings City Attorney Kori Land.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

Finance Committee

Attachments:

Joint Powers Agreement - FINAL

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

The parties to this Agreement are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

- 1. **Name.** The parties hereby establish the **Dakota County Drug Task Force** (“Task Force”).
- 2. **General Purpose.** The purpose of this Agreement is to establish a multijurisdictional organization to coordinate efforts towards the investigation and prosecution of drug offenses, gang activity, violent crimes, and to provide investigative support as requested by other law enforcement agencies.
- 3. **Members.** The members of this Agreement shall consist of the following units of government:

- | | |
|-----------------------|-------------------------|
| City of Apple Valley | City of Lakeville |
| City of Burnsville | City of Mendota Heights |
| City of Eagan | City of Rosemount |
| City of Farmington | City of Savage |
| City of Hastings | City of South St. Paul |
| City of West St. Paul | Dakota County |

- 4. **Administrative Board.**
 - 4.1 **Creation and Composition.** A joint powers board, known as the Drug Task Force Administrative Board, is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of one member from each of the member units of government, appointed by their respective police chief or sheriff, plus one member appointed by the Dakota County Attorney. Board members appointed by police chiefs and the sheriff must be full-time supervisory peace officers of their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by it.
 - 4.2 **Term.** Board members shall serve at the pleasure of their respective police chief, sheriff or county attorney, or their legal successor. In the event that any Board member shall be removed by the appointing agency, the vacancy shall be filled by the appropriate appointing agency.
 - 4.3 **Officers.** In January of each year, the Board shall elect from its members a chair, a vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter.
 - 4.4 **Meetings.** The Board shall have regular and special meetings at such times and places as the Board shall determine. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members; except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to paragraph 6.1 shall require ten (10) days' notice. The presence of two-thirds (2/3) of the board members at a meeting shall constitute a quorum.
 - 4.5 **Voting.** Each Board member shall be entitled to one vote. Proxy voting is not permitted. The Board shall function by a majority vote of the board members present.

5. Duties of the Administrative Board.

5.1 The Board shall formulate a program to carry out its purpose.

5.2 The Board shall coordinate intelligence between the members and the Task Force.

5.3 The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise Team Leaders. All such appointments are subject to the concurrence of the Task Force Commander's police chief or sheriff.

5.4 The Board shall cause to be made an annual independent audit of the books and accounts of the Task Force and shall make and file a report to its members which includes the following information:

- (a) the financial condition of the Task Force;
- (b) the status of all Task Force projects;
- (c) the business transacted by the Task Force; and
- (d) other matters which affect the interests of the Task Force.

5.5 The Task Force's books, reports and records shall be open to inspection by its members at all reasonable times.

6. Powers of the Administrative Board.

6.1 The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.2 The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to execute those contracts.

6.3 The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

6.4 The Board may apply for and accept gifts, grants or loans of money or other property or assistance from- the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.

6.5 The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

6.6 The Board may contract with any of its members to take title to, hold, manage and convey real property obtained by the Board and on its behalf as a result of civil asset forfeiture proceedings; to enter into contracts regarding such real property; and to pay reasonable and necessary expenses related to the hold, managing and conveyance of such real property. The member shall be entitled to reimbursement for such expenses upon sale of the property and shall transmit any net proceeds to the Board. If expenses exceed the sale of proceeds, the Board shall reimburse the member from other funds.

6.7 The Board shall obtain liability insurance to indemnify the Board and its members for actions of the Board and the members of this Agreement arising out of this Agreement.

6.8 The Board may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in this Agreement.

6.9 The Board may recommend changes in this Agreement to its members.

7. Budgeting and Funding.

7.1 The members intend to fund the cost of operation of the Task Force from grant funds and matching funds from member cities and Dakota County, from the proceeds of forfeiture actions, and from restitution. It is the members' intention that matching funds shall fund the continued cost of maintaining the replacement officers for the full-time officer assigned by some members to the Task Force.

7.2 The Board shall adopt a budget based upon grant funds, member matching funds and money made available from other sources. The Board may amend the budget from time to time.

7.3 The Board may contract with any of its members to provide budgeting and accounting services necessary or convenient for the Board. Such services shall include, but not be limited to: management of all funds, including member contributions and grant monies; forfeiture proceeds; payment for contracted services; and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the chair, vice-chair or secretary/treasurer.

7.4 The members agree to contribute their grant funds and required matching funds to operate the Task Force.

7.5 All funds shall be accounted for according to generally accepted accounting principles. The Secretary/Treasurer shall make a monthly financial report of all expenditures and receipts, and current fund balances to the Board.

7.6 The Board may not incur debts.

7.7 The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

8. Agent.

8.1 Each member shall inform the Board in December of each year the allocated number of experienced, full-time licensed peace officer(s) to serve as Agents for the Task Force for the proceeding calendar year. The maximum number of licensed peace officers each member may assign to the Task Force, with the exception of the Dakota County Sheriff is two members. The maximum number of licensed peace officers the Dakota County Sheriff may assign to the Task Force is five. The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved in advance by the Board.

8.2 Agents shall not be employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

Agreement shall be responsible for injuries to or death of its own personnel. Each party to this Agreement waives its right to sue any other party for any workers' compensation benefits paid to its own employee or their dependents, even if the injury were caused wholly or partially by the negligence of any other party, or its officers, employees or agents.

8.3 Agents will be responsible for drug investigation, gang activity and other violent criminal activity, including intelligence management, case development, case charging, handling and processing of evidence. Agents will also assist other Agents in surveillance and undercover operations. To the extent authorized by law Agents will work cooperatively with assisting agencies, including sharing intelligence and information acquired by agents pursuant to this Agreement.

8.4 Agents will be supervised by the Task Force Commander or, in his/her absence, by the Team Leader assigned by the Task Force Commander to act in his/her behalf.

8.5 The member appointing the Agent shall furnish the Agent a weapon, cellular phone, and a vehicle and pay any lease payments, insurance, maintenance and operating costs of the vehicle. Further, the member appointing the Agent shall pay all expenses associated with tuition, travel, lodging and meals. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or loss were caused wholly or partially by the negligence of any other party or its officers, employees or agents.

8.6 The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the Full Time Equivalent staffing assigned to the Task Force as shown in 8.1.

9. Task Force Commander and Team Leader(s).

9.1 From among the full-time Agents assigned by members, the Board shall appoint a Task Force Commander who shall serve at the Board's pleasure. The Task Force Commander must be a full-time, licensed supervisory peace officer of a member. The Board shall determine the amount of any reimbursement request to a member agency for the Commander's salary as determined by available funding. The Task Force Commander shall remain an employee of the member that has assigned them to the Task Force.

9.2 The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including supervising the Task Force's assigned personnel subject to direction received from the Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management and intelligence management. The Task Force Commander will be responsible to keep the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. The Task Force Commander will supervise the drafting and execution of all search warrants initiated by the Task Force Unit and will work cooperatively with the agencies with venue over the case. The Task Force Commander will be responsible for all buy fund monies and petty cash funds, and will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity with the unit.

9.3 The Task Force Commander may exclude Agents from further Task Force involvement subject to review by the Board. The member agency that assigned the Agent to the Task Force will be immediately notified of the Task Force Commander's actions.

9.4 From the Agents assigned by members, a Team Leader(s) may be appointed by the Board, with the concurrence of the Agent's member agency, and serve at the Board's pleasure. The Team Leader(s) must be a full-time, licensed peace officer of a member and may be paid a supervisor's salary by that

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

member agency. The Board shall determine the amount of any reimbursement request to a member agency for the Team Leader's salary as determined by available funding. The Team Leader(s) shall remain an employee of the member city or county at all times.

9.5 The duties, responsibilities and authority of the Team Leader(s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in paragraph 9.2 herein. If there is more than one Team Leader, the Task Force Commander will assign one Team Leader to act as Task Force Commander while the Task Force Commander is absent.

10. Forfeiture, Seizures and Fines. Items that are seized pursuant to this Agreement shall be used to support Task Force efforts. The use and disbursement of these items must be approved by the Board. In the case of federal forfeiture actions, established federal rules shall be followed. The Board may divide all remaining forfeited items among Task Force members in proportion to the then-assigned Full Time Equivalent contributions of each member of this Agreement as set forth in paragraph 8.1 herein. Fine and restitution monies ordered paid to the Task Force by court order shall be used to offset equipment or operating costs of the Task Force not funded by grant or matching funds.

11. Insurance, Indemnification and Hold Harmless. The Board shall purchase general liability insurance for activities of the Task Force. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and the Agreement shall not be interpreted to constitute a waiver of, by any member, limitations on liability or immunities provided by any applicable Minnesota law, including Minn. Stat. Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds provided pursuant to paragraph 7 hereunder.

The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

The Task Force shall defend and indemnify the members, and their officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising from Task Force activities or operations, and decisions of the Board.

Nothing in this Agreement shall constitute a waiver of the statutory limits or liability set forth in Minnesota Statutes, Chs. 466 and 471, or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the members to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the members that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a), provided further that for purposes of that statute, each member to this Agreement expressly declines responsibility for the acts or omissions of another member.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or agents of any member for any act or omission for which the officer, employee, or agent is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

12. Effective Date. This Agreement shall take full effect upon signature of all parties to the Agreement. All members need not sign the same copy. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date.

12.1 Termination of Prior Agreement. Upon effectiveness of this Agreement, the Prior Agreement shall terminate and have no further force and effect, and it shall be superseded and replaced in its entirety by this Agreement without any further action by the Parties.

13. Termination and Withdrawal.

13.1 Termination Date. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- When a majority of members agree by resolution to terminate the agreement upon a date certain; or
- On December 31, 2027.

13.2 Withdrawal. Any member may withdraw from this Agreement upon 60-days written notice to the Board. The Board shall notify the members pursuant to paragraph 14. Withdrawal shall not act to discharge any liability incurred by the member prior to withdrawal. Such liability shall continue until discharged by law or agreement. In the event of withdrawal by any member, the agreement shall remain in full force and effect as to all remaining members.

13.3 Effect of Termination. Upon termination of this Agreement, all property of the Task Force shall be sold or distributed to the members in proportion to the then-assigned Full Time Equivalent contributions of each member of this Agreement as set forth in paragraph 8.1 herein.

14. **Notice.** Notice of withdrawal shall be provided by first class mail to the following:

Apple Valley Chief of Police
7100 147th Street West
Apple Valley, MN 55124

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337

Eagan Chief of Police
3830 Pilot Knob Road
Eagan, MN 55122

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Lakeville Chief of Police
9237 183rd Street West
Lakeville, MN 55044

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

Savage Chief of Police
6000 McColl Drive
Savage, MN 55378

South St. Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

15. **Multiple Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

[Signatures on following pages]

Approved by the City Council

CITY OF APPLE VALLEY

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF BURNSVILLE

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF EAGAN

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF FARMINGTON

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF HASTINGS

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF LAKEVILLE

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF MENDOTA HEIGHTS

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF ROSEMOUNT

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF SAVAGE

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF SOUTH ST. PAUL

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF WEST ST. PAUL

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by Dakota County Board
Resolution No. 22-569

COUNTY OF DAKOTA

VIII-09

By _____
Date of Signature _____

Approved as to form:

/s/ Dain L. Olson 11/18/22
Assistant County Attorney/Date
Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438
County Attorney File No. KS-22-263

DCDTF JPA



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Emily King, Deputy City Clerk
Date: April 3, 2023
Item: Approve In-Store Fireworks Sales License for TNT Fireworks at Coborn's #2037

Council Action Requested:

Approve the attached resolution approving an In-Store Fireworks Sales License for TNT Fireworks at Coborn's #2037 located at 225 33rd Street West.

Background Information:

The City has received and reviewed an In-Store Firework Sales application from TNT Fireworks for sales at Coborn's #2037 with proposed sales dates of May 8th – July 8th.

Hastings Fire Inspector has approved the preliminary plans.

The issuance of the license will be contingent on the final inspection by the Fire Inspector once the products are in place.

Financial Impact:

The associated fees have been paid.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 04 - - 23

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF HASTINGS
APPROVING AN IN-STORE FIREWORKS LICENSE FOR TNT FIREWORKS
WITHIN THE CITY OF HASTINGS**

WHEREAS, TNT Fireworks has applied for a Fireworks License for the storage and sale of fireworks in-store at Coborn’s #2037, 225 33rd Street West within the City of Hastings; and

WHEREAS, the City Council of the City of Hastings has established a license process; and

WHEREAS, the appropriate licensing fees have been paid and the application paperwork has been reviewed by the Hastings Fire Marshal. The issuance of the license will be contingent on an inspection by the Hastings Fire Marshal.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, that TNT Fireworks is hereby authorized to store and sell fireworks in the compliance with local and state regulations for the period of May 8th, 2023 – July 8th, 2023 at Coborn’s #2037, 225 33rd Street West.

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

Ayes:

Nays:

Absent:

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: April 3, 2023
Item: 1st Reading: City Code Amendment – Chapters 34, 154, and 155 – Escrows and Fees

Council Action Requested:

Consider the following actions amending the Hastings City Code pertaining to escrows and fees:

- 1) Consider 1st Reading and Order a Public Hearing: City Code Chapter 34.03 - Fees
- 2) Consider 1st Reading and Order a Public Hearing: City Code Chapter 154 – Subdivision Ordinance
- 3) Consider 1st Reading: City Code Chapter 155 – Zoning Ordinance (public hearing held at Planning Commission)

Action on the above would allow for final consideration at the April 17, 2023 City Council meeting. A simple majority is necessary for action.

Background:

The amendments accomplish the following:

- Delete specific fees in each code with Chapters 154 and 155. All fees are already included in Chapter 34.03.
- Establish more specific requirements for escrows including use and replenishment of funds, final payments and return of unused funds to the applicant.
- Establish a uniform \$5,000 escrow for annexation, environmental assessment, site plan, and preliminary plat actions.

Financial Impact:

Adoption of the amendment would better ensure the payment of development related expenses by the applicant.

Advisory Commission Discussion:

The Planning Commission reviewed changes to Chapter 154 and 155 at the March 27, 2023 meeting with limited discussion. No one from the public spoke during the public hearing.

Council Committee Discussion:

N/A

Attachments:

- Ordinance Amendment – Chapter 34.03
- Ordinance Amendment – Chapter 154
- Ordinance Amendment – Chapter 155
- Planning Commission Staff Report – March 27, 2023

ORDINANCE NO. 2023-

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA AMENDING
HASTINGS CITY CODE CHAPTER 34.03 – FEES SCHEDULE REGARDING
ESCROWS**

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

SECTION 1. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 34, Section 34.03, Fee Schedule shall be amended as follows with language added being underlined and language deleted being ~~stricken~~:

**34.03 FEE SCHEDULE
Community Development**

Annexation	\$500 + \$3,000 <u>5,000</u> escrow
Environmental Assessment	\$500 + \$3,000 <u>5,000</u> escrow
Site Plan	
Residential	\$500 + escrow
8 units or less	\$2000.00
9-40 units	\$3,250.00
41 + units	\$4,500 based on building square footage
Site Plan	
Commercial	\$500 + escrow
0-5000 SF	\$2000.00
5001-10,000 SF	\$3,000.00
10,001 – 50,000 SF	\$3,750.00
50,001 + SF	\$4,500.00
<u>Site Plan</u>	<u>\$500.00 + \$5,000 escrow</u>
Preliminary Plat	\$500 + escrow
Under 10 acres	\$3,500.00
10 + acres	\$6,500.00
Preliminary Plat	<u>\$500.00 + \$5,000 escrow</u>

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

The text amendment adopted by the Hastings City Council on _____
modifies the City Fee Schedule pertaining to Community Development escrows.

SECTION 5. 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 Hastings Journal on _____

ORDINANCE NO. 2023-

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA AMENDING
HASTINGS CITY CODE CHAPTER 154 – SUBDIVISION ORDINANCE REGARDING
ESCROWS AND FEES**

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

SECTION 1. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 154, Section 154.11, Fees shall be stricken in its entirety and replaced with the following language:

154.11 Fees

- A. **Generally.** The fees to be paid for each application shall be as prescribed in City Code Chapter 34.03. They are reviewed annually by the City Council. Fees shall be payable at the time applications are filed with the Community Development Director and are not refundable unless application is withdrawn prior to legal publication and notice. There shall be no fee in the case of applications filed in the public interest by City Council or by the Planning Commission. Fees shall include application fees, filing fees, consultant, legal, planning and engineering fees and/or escrow fees. Fees for actions not prescribed in City Code Chapter 34.03 may be levied by the city provided they are fair, reasonable, and proportionate and have a nexus to the actual cost of the service for which the fee is imposed.

- B. **Escrow Payment.** Certain applications require payment of an escrow as stipulated in City Code Chapter 34.03. The escrow fee shall be used to pay any outside expenses and fees incurred by the City, including, but not limited to consultants, attorneys, planning and engineering fees or other expenses due to the application. If, at any time, the balance in the cash escrow account is depleted to less than ten percent (10%) of the originally required cash escrow amount, the applicant shall deposit additional funds in the cash escrow account as determined by the Community Development Director. All expenses and fees in excess of the escrow deposit, shall be paid by the applicant to the City within thirty (30) days of final action on the matter by the City. If not paid within thirty (30) days, the account shall be deemed delinquent. Any balance remaining in the cash escrow account upon completion of the process shall be returned to the applicant after all expenses and fees thereto have been deducted, following final action by the City in the matter.

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

The text amendment adopted by the Hastings City Council on _____ modifies the City Ordinance to regulate the collection of fees and escrows.

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 Hastings Journal on _____

ORDINANCE NO. 2023-

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA AMENDING
HASTINGS CITY CODE CHAPTER 155 – ZONING ORDINANCE REGARDING
ESCROWS AND FEES**

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

SECTION 1. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 155, Section 155.59, Zoning Fees shall be stricken in its entirety and replaced with the following language:

155.59 Fees

- A. **Generally.** The fees to be paid for each application shall be as prescribed in City Code Chapter 34.03. They are reviewed annually by the City Council. Fees shall be payable at the time applications are filed with the Community Development Director and are not refundable unless application is withdrawn prior to legal publication and notice. There shall be no fee in the case of applications filed in the public interest by City Council or by the Planning Commission. Fees shall include application fees, filing fees, consultant, legal, planning and engineering fees and/or escrow fees. Fees for actions not prescribed in City Code Chapter 34.03 may be levied by the city provided they are fair, reasonable, and proportionate and have a nexus to the actual cost of the service for which the fee is imposed.

- B. **Escrow Payment.** Certain applications require payment of an escrow as stipulated in City Code Chapter 34.03. The escrow fee shall be used to pay any outside expenses and fees incurred by the City, including, but not limited to consultants, attorneys, planning and engineering fees or other expenses due to the application. If, at any time, the balance in the cash escrow account is depleted to less than ten percent (10%) of the originally required cash escrow amount, the applicant shall deposit additional funds in the cash escrow account as determined by the Community Development Director. All expenses and fees in excess of the escrow deposit, shall be paid by the applicant to the City within thirty (30) days of final action on the matter by the City. If not paid within thirty (30) days, the account shall be deemed delinquent. Any balance remaining in the cash escrow account upon completion of the process shall be returned to the applicant after all expenses and fees thereto have been deducted, following final action by the City in the matter.

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

The text amendment adopted by the Hastings City Council on _____ modifies the City Ordinance to regulate the collection of fees and escrows.

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 Hastings Journal on _____



Planning Commission Memorandum

To: Planning Commissioners

From: John Hinzman, Community Development Director

Date: March 27, 2023

Item: Public Hearing - Amend City Code Chapters 154 and 155 – Escrows and Fees

Planning Commission Action Requested

Hold a public hearing and recommend action to amend City Code Chapter 154 – Subdivision and Chapter 155 – Zoning Code pertaining to escrows and fees. The public hearing notice officially would only be for Chapter 155 only, with the public hearing for Chapter 154 being held during the 2nd reading at City Council. This is due to the Planning Commission public hearing notice not referencing the amendment to Chapter 154. The amendments to both chapters are identical.

Purpose

The amendments accomplish the following:

- Delete specific fees in each code; the City fees are already referenced in Chapter 34.03 – Fees (along with all other City fees).
- Establish more specific requirements for the purpose of escrows stating that they are a deposit and allowing the City to collect escrow above the stipulated amount. It also allows the City to cease review of projects if the escrow amount is in deficit.

Escrows

Escrows are established for certain land use applications in which the total cost for review vary greatly from application to application. They include both Preliminary Plats and Site Plans. The purpose of an escrow is to require the applicant to reimburse the City for staff review and consultant costs related to review of the application. Any funds remaining at the end of a project are reimbursed back to the applicant.

Recommendation

Approval of the proposed ordinance is recommended.

Attachment

- Ordinance Amendment – Chapter 154 – Subdivision
- Ordinance Amendment – Chapter 155 - Zoning



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: April 3, 2023
Item: 1st Reading: City Code Amendment – Chapter 155 – Solar Energy Systems

Council Action Requested:

Consider 1st reading of an amendment to City Code Chapter 155 establishing rules for Solar Energy Systems. Action would allow for 2nd reading and adoption at the April 17, 2023 meeting. A simple majority is necessary for action.

Background:

The City does not currently have regulations pertaining to installation of solar energy systems. Staff has fielded requests for solar farms and believes regulations are necessary.

Financial Impact:

Creation of a solar energy systems ordinance may encourage further installation of systems which may be financially beneficial to home owners and solar farm operators.

Advisory Commission Discussion:

The Planning Commission reviewed the amendment at the March 27, 2023 meeting. The Commission voted 6-0 to recommend approval with minor clarifications.

Council Committee Discussion:

N/A

Attachments:

- Ordinance Amendment – Chapter 155 – Solar Energy Systems
- Planning Commission Staff Report – March 27, 2023

1st Reading Draft – April 3, 2023

ORDINANCE NO. 2023-

**AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA AMENDING
HASTINGS CITY CODE CHAPTER 155 – ZONING ORDINANCE REGARDING
SOLAR ENERGY SYSTEMS**

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

SECTION 1. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 155, Section 155.07.J Solar Energy Systems is hereby enacted as follows:

155.07; Subd. J: SOLAR ENERGY SYSTEMS:

1. **Purpose:** Hastings supports the use of solar energy systems in appropriate zoning districts within the City. The development of solar energy systems should be balanced with the protection of the public safety and the existing natural resources in Hastings, with limited adverse impacts on nearby properties. This Section provides for the regulation of the construction and operation of solar energy systems in Hastings, subject to reasonable conditions to protect the environment, public health, safety, and welfare. The provisions of this Section shall apply within all zoning districts. In no case shall the provisions of this Section guarantee rights to solar access.

2. **Definitions:** The following words, terms and phrases when used in this Chapter shall have the meaning ascribed to them in this Section except where the context clearly indicates a different meaning.

- a. **COMMUNITY SOLAR GARDEN:** A solar electric (photovoltaic) array that provides retail electric power (or a financial proxy for retail power) to multiple community members or businesses residing or located off site from the location of the solar energy system, under the provisions of Minnesota Statutes Section 216B.1641.
- b. **PHOTOVOLTAIC SYSTEM:** An active solar energy system that converts solar energy directly into electricity.
- c. **SOLAR COLLECTOR:** A device, structure, or a part of a device or structure for which the primary purpose is to capture sunlight and transform it into thermal, mechanical, chemical, or electrical energy.

- d. **SOLAR DAYLIGHTING:** A device specifically designed to capture and redirect the visible portion of the solar spectrum, while controlling the infrared portion, for use in illuminating interior building spaces in lieu of artificial lighting.
- e. **SOLAR ENERGY:** Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
- f. **SOLAR ENERGY DEVICE:** A system or series of mechanisms designed primarily to provide heating, cooling, electrical power, mechanical power, or solar daylighting or to provide any combination of the foregoing by means of collecting and transferring solar generated energy into such uses either by active or passive means. Such systems may also have the capability of storing such energy for future utilization.
- g. **SOLAR ENERGY SYSTEM:** An active solar energy system that collects or stores solar energy and transforms solar energy into another form of energy or transfers heat from a collector to another medium using mechanical, electrical, thermal or chemical means.
- h. **SOLAR ENERGY SYSTEM, GRID INTERTIE:** A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.
- i. **SOLAR ENERGY SYSTEM, GROUND MOUNTED:** A freestanding solar energy system mounted directly to the ground using a rack or pole rather than being mounted on a building.
- j. **SOLAR ENERGY SYSTEM, OFF GRID:** A photovoltaic solar energy system in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility company.
- k. **SOLAR ENERGY SYSTEM, ROOF MOUNTED:** A solar energy system mounted onto the roof of a building.
- l. **SOLAR FARM:** A commercial facility that converts sunlight into electricity, whether by photovoltaic (PV), concentrating solar power devices (CSP), or other conversion technology, for the principal purpose of wholesale sales of generated electricity. A solar farm is the primary land use for the parcel on which it is located.
- m. **SOLAR HEAT EXCHANGER:** A component of a solar energy device that is used to transfer heat from one substance to another, either liquid or gas.

- n. **SOLAR HOT AIR SYSTEM:** An active solar energy system that includes a solar collector to provide direct supplemental space heating by heating and recirculating conditioned building air.
- o. **SOLAR HOT WATER SYSTEM:** A system that includes a solar collector and a heat exchanger that heats or preheats water for building heating systems or other hot water needs, including residential domestic hot water and hot water for commercial processes.
- p. **SOLAR MOUNTING DEVICES:** Racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.

3. **General Standards.** Solar energy systems in accordance with the standards in this Section are allowed as a permitted accessory use in all zoning districts.

a. **Applicability.** Solar collectors and solar energy systems with a cumulative area of six (6) square feet or less per lot are permitted in all zoning districts and are exempt from the provisions of this Section. Examples of these systems include outdoor accent lighting systems, power supply for traffic control systems, powering a water pump for water gardens, telecommunication systems, backup power systems during power outages, and similar solar energy systems. Cumulative area is defined as including solar collectors or solar energy systems that are connected to a singular photovoltaic system.

b. **Wall Mounted Solar Energy Systems:** Wall mounted solar energy systems must be flush with the wall, integrated into the building design, and shall be placed to limit visibility from the public right-of-way or to blend into the wall design, provided that minimizing visibility still allows the property owner to reasonably capture solar energy. Wall mounted solar energy systems shall comply with the minimum building setback requirements for the zoning district in which they are located and may not extend into any easements.

c. **Roof-Mounted Solar Energy Systems:**

1. Roof mounting devices and roof mounted solar energy systems shall be flush mounted to the roof. They may be mounted at an angle to the roof only when flush mounting prevents the reasonable capture of solar energy.
2. Roof-mounted solar energy systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built or as required by Building Code.
3. Roof-mounted solar energy systems shall comply with the maximum height requirements for the zoning district in which they are located.
4. Roof-mounted solar energy systems shall be placed to limit visibility from the public right-of-way or to blend into the roof design, provided that

minimizing visibility still allows the property owner to reasonably capture solar energy.

5. Reflection angles from collector surfaces shall be oriented away from neighboring windows. Where necessary, screening may be required to address glare.

d. Ground-Mounted Solar Energy Systems:

1. Ground mounted solar energy systems may only be erected as an accessory use on properties consisting of five (5) or more acres, regardless of the zoning district in which they are located.
2. Ground mounted solar energy systems may only be erected as a primary use when stipulated in the applicable zoning district in which they are located.
3. Ground mounted solar energy systems shall not exceed fifteen feet (15') in height when oriented at maximum tilt as measured from the ground to the highest point of the solar collector or related appurtenance.
4. Ground-mounted solar energy systems shall comply with the accessory structure setback standards for the applicable zoning district in which they are located, except as otherwise required in this Section. Solar energy systems shall not extend into the minimum front, rear, or side yard setbacks when oriented at minimum or maximum design tilt.
5. Ground-mounted solar energy systems erected as an accessory use are prohibited in the front yard of properties. Ground mounted solar energy systems erected as a primary use must comply with the minimum front yard setback as required in the zoning district they are located in or such greater distance as may be required in this Section.

e. Heliostats: Heliostats are prohibited in all zoning districts.

4. Additional Requirements:

a. Public Easements: Solar energy systems shall not encroach on public drainage or utility easements.

b. Glare: Solar collectors shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent buildings, properties, or roadways, and shall not emit unreasonable glare as determined by City Staff.

c. Applications for Solar Energy Systems: All solar energy systems require a building permit and must include the following information:

1. A site plan of existing and proposed site conditions.
2. Description and depiction of the solar energy system.
3. Number of solar collectors to be installed.
4. Location and spacing of solar collectors and mounting devices.
5. Applications for ground mounted solar energy systems shall identify existing vegetation on the installation site (list vegetation type and percent of coverage; i.e., grassland, plowed field, wooded areas, etc.), and provide a maintenance plan for controlling vegetative growth on site upon installation of the solar energy system.
6. A description of the method of connecting the solar collectors to a building or substation and a signed copy of the interconnection agreement with the local electric utility shall be included or a written explanation outlining why an interconnection agreement is not required.
7. Planned location of underground or overhead electric lines connecting the solar energy system to the substation or distribution line.
8. New electrical equipment other than at the existing building or substation that is the connection point for the solar energy system.
9. Manufacturer's specifications and recommended installation methods for all major equipment, including solar collectors, mounting systems and foundations for poles or racks. The City reserves the right to deny a building permit for proposed solar energy systems deemed to have inadequate certification.
10. Existing and proposed (if existing grade will be altered) topography at two-foot (2') contours.
11. Demonstrate that there will be no unreasonable glare generated by the solar energy system and that any glare generated shall not be directed onto adjacent buildings, properties, or roadways or otherwise adversely impact neighboring properties as deemed necessary by City Staff.

d. **Grid Interties:** For all grid intertie solar energy systems, all power lines shall be placed underground within the interior of each parcel and between the solar energy system and its connection to the electric grid. The collection system may be placed overhead near substations or points of interconnection to the electric grid. All grid intertie systems shall have an agreement with the local utility prior to the issuance of a building permit. A visible external disconnect must be provided if required by the utility. Off grid

systems are exempt from this requirement.

e. **Historic Structures:** Solar energy systems on buildings within designated historic districts or on locally designated historic buildings must receive approval by the Hastings Heritage Preservation Commission and shall be consistent with the standards for solar energy systems on historically designated buildings published by the U.S. Department of Interior

5. **Community Solar Gardens and Solar Farms:** Community solar gardens and solar farms are permitted subject to the following requirements:

a. **Ground Mounted Community Solar Gardens and Solar Farms:** Ground mounted community solar gardens and solar farms are only permitted when stipulated in the applicable zoning district in which they are located and must comply with the following requirements:

1. A minimum of five (5) acres of land is required. All ground mounted solar energy systems and solar collection appurtenant equipment must set back a minimum of twenty feet (20') from all property boundary lines.
2. Vegetative screening and buffering of the ground-mounted solar energy systems will be required as part of the conditions of approval. The developer or applicant of a solar energy project shall submit to the city for approval a screening and landscape plan. A buffer and screening plan may use a combination of trees, shrubs, fencing, and/or berms that provides year-round coverage that completely screens the solar installation from the public right-of-way and from adjacent and nearby residences. If existing screening in the form of vegetation that provides year-round coverage or site topography is such that it provides the required screening from adjacent residential properties and right-of-way, the screening requirement may be waived or reduced.
3. The electrical connection systems shall be placed underground within the interior of each parcel and between the solar energy system and the point where the interconnection to the electric grid is made.
4. Site plan required: The owner or operator shall submit to the city a detailed site plan for both existing and proposed conditions. These plans shall show the location of all areas where solar arrays would be placed, the existing and proposed structures, property lines, access points, fencing, landscaping, surface water drainage patterns, floodplains, wetlands, the ordinary high-water mark for all water bodies, any other protected resources, topography, electric equipment and all other characteristics requested by the City.

5. Stormwater management, erosion and sediment control shall meet the requirements of the City and best management practices.
6. The owner or operator shall contain all unenclosed electrical conductors located above ground within structures that control access or they must be protected from entry by a six-foot-tall fence. All electrical connections to the utility system must meet or exceed the National Electrical Safety Code

b. **Roof Mounted Community Solar Gardens and Solar Farms:** Roof mounted community solar gardens and solar farms are permitted on flat roofs on principal structures in all zoning districts regardless of lot size, and must comply with the following requirements:

1. All feeder lines and grid interties shall be placed underground between the solar energy system and the point where the interconnection to the electric grid is made. The collection system may be placed overhead near substations or points of interconnection to the electric grid.
2. Roof-mounted systems shall comply with all building setbacks in the applicable zoning district and shall not extend beyond the exterior perimeter of the building on which the system is mounted or as required by Building Code.
3. Roof-mounted solar energy systems must abut an existing electric distribution system for purposes of making the interconnection to the electric grid.

c. **Decommissioning:** A decommissioning plan shall be submitted with all applications for community solar gardens or solar farm systems. Owners and/or applicants and must comply with the following requirements:

1. Decommissioning plans shall outline the anticipated means and cost of removing the solar energy system at the end of its serviceable life or upon the discontinuation of its use. The cost estimates shall be made by a competent party, such as professional engineer, a contractor capable of decommissioning the system, or a person with suitable expertise or experience with decommissioning. The plan shall also identify the financial resources that will be available to pay for the decommissioning and removal of the system. Owners of solar energy systems may rely on manufacturer's data to submit estimates.
2. Decommissioning of the system must occur within ninety (90) days from either of the following:
 - i. The end of the system's service life; or

- ii. The system becomes a discontinued use.
 - 3. A system shall be considered a discontinued use after one year without energy production, unless a plan is developed during the year the system is discontinued and submitted to the Community Development Director outlining the steps and schedule for returning the system back into service.
 - 4. The City may, at its discretion, require the owner and/or operator of the solar energy system to provide financial security in the form of a cash escrow, bond, or irrevocable letter of credit in an amount equal to one hundred twenty five percent (125%) of a cost estimate for decommissioning the system.
 - 5. The owner of the property where a community solar garden or solar farm is located must notify the City in writing when feeder lines and/or grid interties are disconnected from the local utility transmission line.
5. **Abandonment:** If a solar energy system remains nonfunctional or inoperative for a continuous period of one year, the system shall be deemed to be abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at its expense after a demolition permit has been obtained. Removal shall include removal of the entire solar energy systems, including all solar collectors, mounting structures, and related components.

SECTION 2. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 155, Section 155.02 Definitions shall be amended by adding the following definition:

Interim Use. A temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it.

SECTION 3. AMENDMENT. The Code of the City of Hastings, State of Minnesota, Chapter 155, Section 155.21.E – A Agriculture Interim Uses shall be stricken in its entirety and replaced with the following language:

E. Interim Use

- 1. **Purpose.** Interim Uses are allowed upon issuance of an Interim Use Permit and execution of an Interim Use Agreement establishing parameters and conditions for operation. The City Council may grant permission of an Interim Use of the property if:
 - a. The use conforms to the zoning regulations;
 - b. The date or event that will terminate the use can be identified with certainty;

- c. Permission of the use will not impose additional costs on the public if it is necessary for the public to take over the property in the future; and
- d. The user agrees to any conditions that the City deems appropriate for permission of the use.

2. **Uses by Interim Use Permit.**

- a. **Interim Waiver of Site Plan Requirements.** Uses identified as permitted or by special permit may be granted an Interim Use Permit to defer the construction of certain property improvements for a defined period of time. Deferred construction items may include paving and/or curbing of a parking lot, construction of a permanent building, and other similar items. Only properties outside of the Metropolitan Urban Service Area (MUSA) may be eligible for issuance of an Interim Waiver of Site Plan Requirements. Upon termination of the Interim Waiver of Site Plan Requirements the business must comply with any deferred items to continue operation.

- b. **Ground Mounted Community Solar Gardens and Solar Farms**

3. **Additional Requirements.**

- a. Interim Use Permits shall be issued for a six-month probationary period as determined by City Council. The City Council may consider full issuance of an Interim Use Permit at the end of the probationary period.
- b. The site must be returned to its pre-development condition upon termination of the interim use permit.
- c. If applicable, the business must present an acceptable plan for on-site portable restrooms and trash removal.
- d. All temporary and permanent signage will require a separate sign permit.
- e. As a condition of approval, the City will need to review and approve any temporary or mobile structure.
- f. The construction of or movement of any buildings onto the property requires Site Plan Approval.
- g. Interim Use Permits shall be subject to the requirements of Chapter 30.02 (E) (2) – Special Use Permits.
- h. Hours of operations shall be reviewed.

- i. Any interim use may be terminated by a change in zoning regulations.

SECTION 4. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

The text amendment adopted by the Hastings City Council on _____ modifies the City Ordinance to regulate solar energy systems operations and uses through the establishment of permits and performance standards.

SECTION 5. 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 Hastings Journal on _____



Planning Commission Memorandum

To: Planning Commissioners

From: John Hinzman, Community Development Director

Date: March 27, 2023

Item: Public Hearing - Amend City Code Chapter 155 – Solar Energy Systems

Planning Commission Action Requested

Hold a public hearing and recommend action to amend City Code Chapter 155 – Zoning Code establishing requirements for solar energy systems.

Purpose

The City does not currently have regulations pertaining to installation of solar energy systems. Staff has fielded requests for solar farms and believes regulations are necessary.

Solar Energy Systems

Solar energy systems collect or store solar energy, transforming it to another form of energy or transfers heat from a collector to another medium. Systems generally include solar panels and related infrastructure necessary for collection and transfer of energy.

Types of Systems



Roof Mounted



Wall Mounted



Ground Mounted



Ground Mounted Solar Farms and Gardens

General Regulations

Solar energy systems would be regulated based on system type as follows:

Type	Allowable Zoning District	Permit Type	Performance Standards
All Systems under 6 s.f.	All Districts	No permit needed	N\A
Wall Mounted	All Districts	Building Permit	Limit visibility to ROW Integrated into building design Comply with minimum setbacks
Roof Mounted – Individual Use	All Districts	Building Permit	Flush to roof Angled only if flush not feasible Must meet height requirements Limit view from public ROW Limit glare to neighbors
Roof Mounted – Community Solar Garden	All Districts on flat roofs	Building Permit	Flush to roof Angled only if flush not feasible Must meet height requirements Limit view from public ROW Limit glare to neighbors Underground electric connection Decommissioning Plan
Ground Mounted – Accessory Use	All Districts if property > 5 acres	Building Permit	Max Height of 15' Comply with Accessory Setback Prohibited in Front Yard
Ground Mounted - Community Solar Garden	Agriculture District only > 5 acres	Interim Use Permit\Site Plan	Minimum 20' setback Screening and buffering Underground electrical connection Stormwater Management Decommissioning Plan

Interim Use Definition

The following definition of interim would be added to the definitions section of the zoning code:

Interim Use. A temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it.

Interim Use – Agriculture Zoning District

The existing interim use permit language within the zoning code includes only one use – interim waiver of site plan requirements. This has been utilized United Heroes League and Extreme Sandbox to provide for a temporary waiver of Site Plan requirements for a limited period of time. The existing language limiting permits to 18 months has been removed leaving the City the opportunity to structure the length of time based on the individual request. The proposed amendment restructures the existing language and adds provisions for ground mounted community solar gardens and farms.

Recommendation

Approval of the proposed ordinance is recommended.

Attachment

- Ordinance Amendment

*City Council Memorandum*

To: Mayor Fasbender & City Councilmembers
From: Emily King, Deputy City Clerk
Date: April 3, 2023
Item: 2nd Reading: Ordinance Amendment, Chapter 34 - Fee Schedule

Council Action Requested:

Consider 2nd Reading of the following amendment to Hastings City Code pertaining to the adoption of licensing fees for Uses, Sales, and Operations of Cannabis and Hemp Businesses. The proposed ordinance amendments may be influenced by current state-level discussion and subsequent action.

Background Information:

The Public Safety Advisory Commission (PSAC) began reviewing the new legislation in August 2022 in order to make a recommendation to the Hastings Public Safety Committee of the Council (PSC) on potential regulations of these cannabis products. PSAC recommended the Council adopt a one-year moratorium to allow PSAC time to gather information. On September 19, 2022, the City Council approved a moratorium of 6 months, which has now expired.

The proposed amendment creates a one-time background check fee and an annual fee for the following licenses: Cannabis Product Retail License, Manufacturing/Testing/Processing/Wholesale, and Cultivation. This is in response to the adoption of zoning and licensing ordinances also before Council at this time.

PSAC and PSC recommended a \$10,000 annual license fee for retail establishments. They indicated if State legislation were to later invalidate the City's licensing, then any received fees should be refunded on a pro rata basis.

Council action on March 20, 2023 amended the annual license fee for retail establishments from \$10,000 to \$8,000.

Financial Impact:

Unknown

Advisory Commission Discussion:

PSAC met and developed recommendations over several meetings in 2022-2023

Council Committee Discussion:

The Public Safety Committee of Council held a meeting on January 30th to discuss the specific changes to accommodate the proposed ordinance amendments.

Attachments:

- Ordinance Amendment

ORDINANCE NO. _____

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

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

SECTION 1. AMENDMENT. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 34.03 Fee Schedule – City Clerk

34.03 City Clerk

Use, Sales, and Operations of Cannabis and Hemp Businesses		
Investigation Fee	\$500.00	One time
Cannabis Product Retail License	\$8,000.00	Annual (Calendar Year)
Manufacturing/Testing/Processing/Wholesale License	\$200.00	Annual (Calendar Year)
Cultivation License	\$200.00	Annual (Calendar Year)

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

The text amendment adopted by the Hastings City Council on _____, _____ modifies Section 34.03 - Fee Schedule of the City Code to allow fees to be established for licensing the Use, Sales, and Operations of Cannabis and Hemp Businesses.

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

Adopted by the Hastings City Council on this _____ day of _____, 2023 by the following vote:

Ayes:

Nays:

Absent:

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk

I hereby certify that the above is a true and correct copy of the Ordinance passed to and adopted by the City of Hastings, County of Dakota, Minnesota, on the _____ day of _____, 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

Published in the Hastings Journal on _____.



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempki – Public Works Director/City Engineer
Date: March 30, 2023
Item: Approve Entry into the Delegated Contracting Process (DCP) Agreement with MnDOT

COUNCIL ACTION REQUESTED

Council is requested to adopt the attached resolution to approve the City’s entry into a delegated contracting process (DCP) agreement with MnDOT and to authorize the Mayor’s and City Clerk’s signatures.

BACKGROUND INFORMATION

The agreement positions the City of Hastings to have MnDOT act as the City’s Agent in accepting federal funds on the City’s behalf for the construction or improvement of transportation financed either in whole or in part by Federal Highway Administration (FHWA) funds. With the potential to receive future federal funds, it is important to have this agreement in place with MnDOT to facilitate accepting federal funds and to cover the roles and responsibilities associated with federal aid funds.

FINANCIAL IMPACT

There is no financial impact from the City entering into this agreement. The City has delegated this authority on past federally funded projects to ensure compliance with Minnesota law and applicable Federal laws and regulation.

STAFF RECOMMENDATION

Staff is recommending that the City Council move forward in adopting the attached resolution to approve the DCP Agreement with MnDOT. A copy of the agreement has been attached for reference.

ATTACHMENTS

- Resolution to Approve and Execute the Delegated Contracting Process Agreement with Minnesota Department of Transportation (MnDOT)
- State of Minnesota Agency Agreement for Federal Participation in Construction

CITY OF HASTINGS
DAKOTA COUNTY
STATE OF MINNESOTA

VIII-14

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE AND EXECUTE THE DELEGATED CONTRACTING
PROCESS AGREEMENT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION
(MnDOT)**

Whereas, the City of Hastings (City) desires MnDOT to act as the City's Agent in accepting federal funds on the City's behalf for the construction or improvement of transportation financed either in whole or in part by the Federal Highway Administration (FHWA) funds,

Now therefore be it resolved by the City Council of the City of Hastings that pursuant to Minnesota Stat. §161.36, the Commissioner of Transportation be appointed as Agent of the City of Hastings to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and

Be it further resolved that Mary Fasbender, Mayor and Kelly Murtaugh, City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No.1052216," a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Passed this _____ day of _____ 2023.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk

STATE OF MINNESOTA**AGENCY AGREEMENT**

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Hastings (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029953.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

VIII-14

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

VIII-14

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

VIII-14

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

VIII-14

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Kristine Elwood, or her successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Kristine.elwood@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Ryan Stempski or their successor.
- Title: Hastings City Engineer
- Phone: 651-480-2368
- Email: rstempski@hastingsmn.gov
- If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

VIII-14

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

VIII-14

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

VIII-14

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

VIII-14

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

VIII-14

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

VIII-14

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

VIII-14

City of Hastings

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempski – Public Works Director/City Engineer
Date: March 29, 2023
Item: Approve WSB & Associates, Inc. Professional Services Agreement for a PFAS Water Treatment Feasibility Study

Council Action Requested:

The Council is requested to approve WSB & Associates, Inc. to complete a feasibility study to develop recommended solutions and estimated costs to address the PFAS and nitrate issues on a long-term basis in the City of Hastings.

Background Information:

The Environmental Protection Agency (EPA) recently released draft PFAS values lowering them to the lowest level that can be reliably measured at this time. The Minnesota Department of Health (MDH) provides guidance for our wells and will be revising their PFAS health-based values in 2023. It is anticipated that the new guidance will result in drinking water advisories for many or all wells in Hastings. To continue our commitment to providing safe drinking water to our residents, staff recommends approval of this Feasibility Study to position the City for funding opportunities and further knowledge of how to best mitigate PFAS and nitrates in our drinking water supply. WSB provides a team of expertise and modeling competency to complete the work in a reasonable time frame.

Financial Impact:

The estimated total cost to complete this investigation and feasibility study is \$37,406. It is our intention to track all costs related to this study and seek reimbursement if possible.

Attachments:

- WSB Proposal for Professional Services Proposal for Feasibility Study, Water Supply and Treatment Options for PFAS and Nitrate Removal

March 28, 2023

Mr. Ryan Stempksi, PE
Public Works Director, City Engineer
City of Hastings
1225 Progress Drive
Hastings, MN 55033

RE: Proposal for Feasibility Study
Water Supply and Treatment Options for PFAS and Nitrate Removal
City of Hastings, Minnesota

Dear Mr. Stempksi,

We appreciate the opportunity to submit this letter proposal to study alternative water supply and treatment options to address the Per- and Polyfluoroalkyl Substances (PFAS) and nitrate that have been detected in the City's wells. The Minnesota Department of Health (MDH) has established a recommended Health Index (HI) guidance limit of 1.0 for six types of PFAS contaminants that are tested and monitored by MDH. The six types of PFAS include PFBS, PFBA, PFHxS, PFHxA, PFOS, and PFOA. The recent test results provided by the MDH indicate that certain City wells are approaching the Health Index guidance limit while other wells have PFAS levels that have increased over time. In addition to PFAS, the City's nitrate levels have increased over time in which certain wells are also approaching the allowed Maximum Contaminant Level (MCL) of 10 mg/L.

We recommend completing a feasibility study to develop recommended solutions and estimated costs to address the PFAS and nitrate issues on a long-term basis. For studying and developing potential long-term solutions, we will evaluate each of the following proposed water supply and treatment options and estimate the capital and long-term operational costs for each option.

Option 1 – Blend City wells to dilute the PFAS to below the MDH guidance limit and dilute the nitrate to below the MCL. This option is not anticipated to be feasible but should be studied to demonstrate to MDH and MPCA that it was discussed.

Option 2 – Construct deeper Mount Simon-Hinckley wells. This option also is not anticipated to be feasible but should be studied to demonstrate to MDH and MPCA that it was discussed.

Option 3 – Construct a transmission watermain to purchase treated water from St. Paul Regional Water Services (SPRWS). This option also is not anticipated to be feasible but should be studied to demonstrate to MDH and MPCA that it was discussed.

Option 4 – Implement up to four municipal water treatment facilities to treat both PFAS and nitrate in each of the City's wells.

Proposed Engineering Services

The feasibility study will include the following tasks:

1. Provide project management and coordination with City Staff.
2. Coordinate and attend up to four (4) meetings with City Staff, including a kick-off meeting, progress meetings as needed, and a draft review meeting.

3. Discuss possible pumping scenarios for blending the City’s existing wells to dilute and lower the concentrations of PFAS and nitrate that are currently being detected in each of the City’s wells.
4. Discuss constructing deeper Mount Simon-Hinckley wells. This task will include having discussions with the Minnesota Department of Natural Resources as it relates to using the Mount Simon-Hinckley aquifer and providing estimated capital and long-term operational costs.
5. Discuss constructing transmission watermains and purchasing treated water from St. Paul Regional Water Services (SPRWS). This task will include confirmation with SPRWS of the nearest existing trunk watermain.
6. Review and compare proven and effective water treatment technologies for treating PFAS and nitrate in each of the City’s wells. We will also study potential sites to construct the water treatment facilities in further detail, complete water distribution system computer modeling using the City’s existing model to identify the required watermain improvements, and provide estimated capital and long-term operational costs for implementing multiple water treatment facilities.
7. Summarize the findings of the feasibility study in a report along with GIS figures and present the report to City Staff and the City Council if requested.

Proposed Fees

We propose to complete the feasibility study for an hourly, not-to-exceed fee of **\$37,406** as summarized below.

Task	Estimated Fee
1. Provide project management and coordination	\$1,556
2. Meetings	\$2,220
3. Discuss possible pumping scenarios for blending the City’s existing wells	\$1,110
4. Discuss constructing deeper Mount-Simon Hinckley wells	\$1,110
5. Discuss conveying and purchasing water from SPRWS	\$1,110
6. Review and compare proven and effective water treatment technologies for PFAS and nitrate and study implementing a water treatment facility	\$21,060
7. Summarize the findings of the feasibility study in a report and present it to City Staff and the City Council	\$9,240
Total Estimated Fee	\$37,406

The estimated hours for each task and individual hourly billing rates are summarized in the attached spreadsheet for services provided in 2023. We will invoice the City of Hastings based on the basis of actual hours spent at current billing rates. Additional services, if requested by the client, will be invoiced on the basis of actual hours spent at current billing rates. All services will be invoiced monthly.

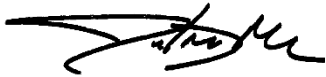
Proposed Schedule

WSB will complete the tasks detailed above within 10 to 12 weeks of receipt of a written authorization to proceed.

This proposal represents our total understanding of the project and the proposed scope of services to complete the Feasibility Study for Water Supply and Treatment Options for PFAS and Nitrate Removal. This proposal does not include pilot study of treatment technologies, although that may be the recommended next step to implement treatment. If you are in agreement with the scope of services, please sign the bottom of this letter and return a copy to WSB. Our receipt of an executed copy will be WSB's authorization to proceed. Should the City of Hastings request additional services outside of the above scope of services, we will work with you to establish a revised scope and fee. Please contact us at your convenience if you have any questions or concerns related to this proposal as presented. We appreciate the opportunity to assist you and your staff with the completion of this study.

Respectfully Submitted,

WSB



Justin Messner, PE
Director of Municipal Operations



Jon Christensen, PE
Professional Engineer

**ACCEPTED BY:
City of Hastings, Minnesota**

Name _____

Title _____

Date _____



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempski – Public Works Director/City Engineer
Date: March 30, 2023
Item: Approve a Resolution Confirming that the City will Enforce Vehicle Noise Laws Along TH 316

COUNCIL ACTION REQUESTED

Council is requested to adopt the attached resolution to enforce vehicle noise laws and pay for MnDOT to install a sign to that effect along TH 316.

BACKGROUND INFORMATION

The City has received several complaints regarding engine braking noise from vehicles traveling along TH 316 that are slowing down to navigate the recently installed improvements near City limits. Regulatory signs, such as the “Vehicle Noise Laws Enforced” sign shall be used to inform road users of selected traffic laws or regulations and indicate the applicability of the legal requirements. If someone were to exceed the noise limits set by Minnesota Statutes, whether by not having a muffler or by using an engine brake, it would then be enforceable by law enforcement. Keep in mind, these Statutes are enforceable with or without a sign.

FINANCIAL IMPACT

Once we send the resolution to MnDOT, they will determine the location of the sign and prepare a work order to have the sign fabricated and installed (when MnDOT crews are available). We anticipate these costs to be \$1,500 and fall within our routine street sign maintenance budget for 2023.

STAFF RECOMMENDATION

Staff is recommending that the City Council move forward in adopting the attached resolution to confirm the City will enforce vehicle noise laws along TH 316, so that a sign to inform vehicles can be installed.

RESOLUTION 04 - - 23

**A RESOLUTION CONFIRMING THAT THE CITY OF HASTINGS WILL ENFORCE
VEHICLE NOISE LAWS ALONG TRUNK HIGHWAY 316**

Whereas, Trunk Highway 316 is a major roadway through the City of Hastings, that crosses many different types of zoning districts, including residential and commercial; and

Whereas, the City Council finds that in order to protect the public health, safety and general welfare of the community, signs that indicate the City will enforce vehicle noise laws on this highway would be beneficial to educate and inform the drivers who travel this highway; and

Whereas, “vehicle noise laws enforced” signs are permitted on conventional highways, such as Trunk Highway 316 with the permission of the Minnesota Department of Transportation (MNDOT); and

Whereas, MNDOT has evaluated Trunk Highway 316 and determined that there is space to place such noise enforcement signs along this highway; and

Whereas, prior to installing such noise enforcement signs, MNDOT requires the City Council to pass a resolution stating it will enforce Minnesota Statute, Section 169.69 (Muffler) and Minnesota Statute, Section 169.693 (Motor Vehicle Noise Limits); and

Whereas, the City understands that it will be required to pay for the cost of the fabrication and installation of such vehicle noise enforcement signs.

Now therefore be it resolved by the City Council of the City of Hastings as follows:

1. The City of Hastings, through its Police Department, will enforce Minnesota Statute, Section 169.69 (Muffler) and Minnesota Statute, Section 169.693 (Motor Vehicle Noise Limits) along Trunk Highway 316; and
2. The City will pay for the cost of the fabrication and installation of such vehicle noise enforcement signs installed by MNDOT.

Passed this _____ day of _____, 2023.

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

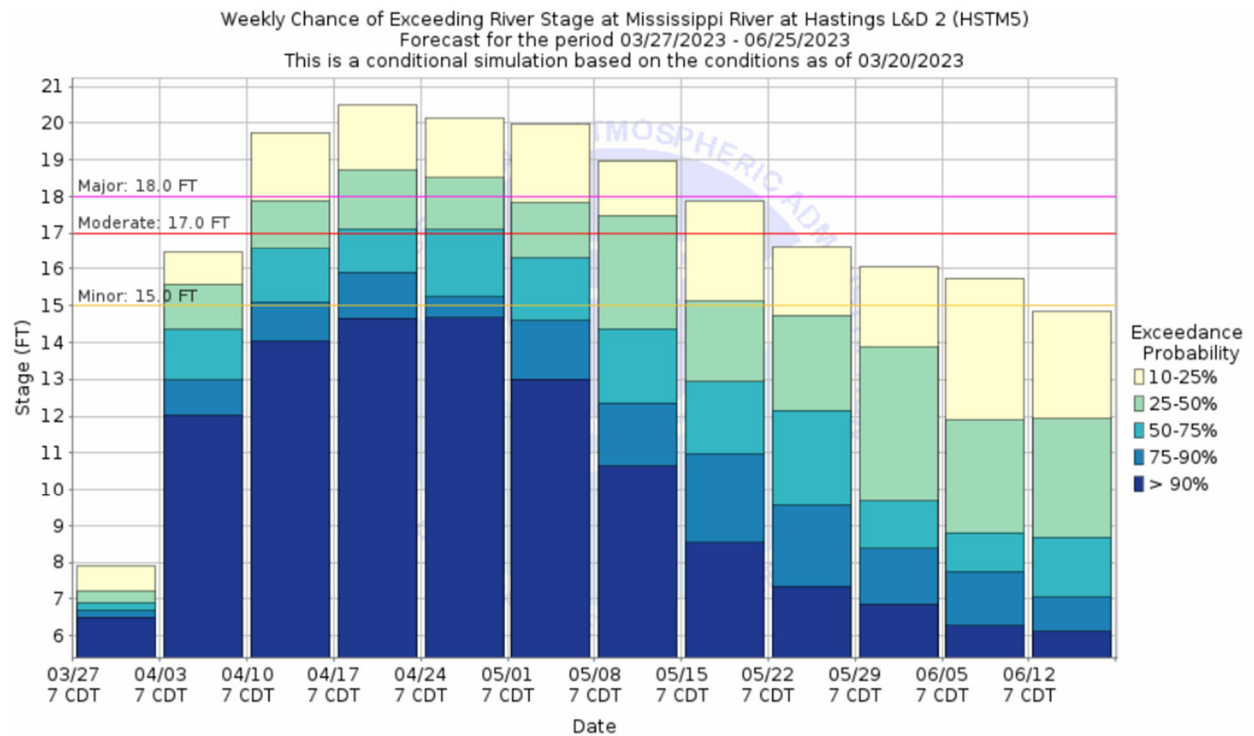
To: Mayor Fasbender & City Councilmembers
From: Ryan Stempski – Public Works Director/City Engineer
Date: March 29, 2023
Item: Update on Flood Forecast & Response Planning Steps

Council Action Requested:

No action requested. Council is being provided an update to the flood fighting policy. City forces would provide sand, sandbags, logistical support, and hauling of filled sandbags to curbside locations, but City forces will not be used to fill sandbags or to build barriers on private property. After the flood, City forces will haul away all sandbags that are brought back out to the curb.

Background Information:

City staff monitors the National Weather Service (NWS) forecasts for the Mississippi River at Lock and Dam 2 extremely close during the spring snowmelt. Predictions show that we may be a couple weeks out from the highest stage potential, at which there is a 50-75% chance of a moderate flood stage (17 feet). Please see the chart below for the NWS projections as of March 20th.



This forecast needs to be qualified – many variables can significantly change the forecast higher or lower, including how rapidly the snowmelt occurs, how quickly the frost comes out of the ground, and additional snowfall or rainfall events. Over the next few weeks, the forecast can and will change. It is also important to note that the NWS’s forecasts do lean conservative, and our observations over the years are that actual flood stage has ended up being slightly below the forecasted figure made closest to the crest.

Physical Impact

It would take a flood stage of 22 feet to directly impact approximately 10 homes on the north side of 1st Street in East Hastings. Many of these homes have not sandbagged in the past when flooding occurred. Therefore, it would be prudent to continue to monitor the flood projections and reach out to the impacted properties in advance of potential sandbagging efforts.

There are also a number of public infrastructure impacts that would occur based on the current forecast, including closure of several segments of City roadways, closure of spaces within Jaycee, Lake Rebecca, River Flats, and Levee Parks. Attached is a two-page summary covering notable City and private property locations where impacts may be observed. Also attached, are maps of these locations and stages.

City Response

As flood levels rise, Public Works, Parks, Police and Fire will coordinate efforts and close roadways, trails and parks as appropriate. We will monitor river levels and flood forecasts.

City staff has engaged in preliminary discussions with the Branchline Church, which would allow the use of their facilities (east of the railroad tracks off 2nd Street) to stage equipment and materials for sandbagging efforts. Members of the church and other volunteer groups would be invited to sandbag homes where that was requested. As in the past, City staff proposes to support those efforts by supplying sand, sandbags, and poly sheeting needed to sandbag homes, and to haul sandbags filled by volunteers to curbside locations where they can be accessed by volunteers to construct barriers on private property. In addition, flood update and planning meetings will be scheduled, with the frequency of the meetings dictated by flood forecasts and planning flood fighting needs.

Financial Impact:

The financial impact of flood fighting activities is unknown; dependent on level of flooding experienced and the demand for sandbags by the aforementioned property owners. We have sandbags, poly, and pallets on hand already. If flooding becomes severe, there is a good possibility that emergency declarations could be made and that certain flood response efforts and public infrastructure damage would be eligible for State and/or Federal reimbursement. We have identified a flooding account number to track expenses for reimbursement if financial assistance becomes available.

Attachments:

- General Flood Information Notes
- General Flood Maps

General Flood Information Notes

UPDATED March 2019

VIII-17

National Weather Service Flood Information Website:

<http://water.weather.gov/ahps2/hydrograph.php?wfo=mpx&gage=hstm5>

Important Elevations – City Infrastructure

Base Elevation of River is 670.65'

<u>STAGE</u>	<u>ELEVATION</u>	<u>DESCRIPTION</u>
15.00	685.65	Top of Steps & Veterans Memorial - Levee Park
15.35	686.00	Low Point - Mississippi River Trail by Levee Park steps
15.54	686.19	Low Point – Spiral View Loop Road (north side of river beneath Highway 61 Bridge)
15.80	686.45	Low Point – E 10 th Street/County Road 54 (just east of 18 th Street intersection)
15.95	686.60	Low Point - 1st St/RR Bridge Underpass – Water on Rd
16.90	687.55	Low Point E 4 th St. – Water on Road
17.05	687.70	Low Point – E 10 th Street – ½ way between Vermillion River bridge and E 18 th Street
17.25	687.90	Low Point – E 10 th Street just west of E 18 th Street
17.35	688.00	Top of Riprap - Jaycee Park
18.43	689.08	Low Point - L/D Road
18.55	689.20	Bottom of Flood Columns – Levee Park
18.85	689.50	Low Beam – E 4 th St. Bridge
19.35	690.00	Low Point – E 1st St & Franklin
19.35	690.00	Lake Isabel Boat Ramp Parking Lot (lowest areas)
19.85	690.50	Front Deck Hydropower Plant
20.95	691.60	Floor of Musical Playground
21.15	691.80	Floor of Rotary Pavilion
22.35	693.00	Top of Deck – E 4 th St. Bridge, and HASTINGS Sign – Levee Park
22.45	693.10	Labyrinth slab – Levee Park
23.00	693.65	Patio/Fireplace – Levee Park
23.45	694.10	Top of Lock Wall – Hydro-electric Plant Access

Estimated Flood Impact on 1st St. Homes from GIS Contours:

*Based on 2013 GIS Elevation Data and 6/23/2014 Field Surveys - * indicates approximate elevations*

<u>STAGE (FEET)</u>	<u>ADDRESS/OWNER LAST NAME</u>	<u>LOWEST STRUCTURE OPENING ELEVATION</u>
17.70	623 1 st Street East - Mollick	688.35 – Door on NE side of home
18.19	607 1 st Street East - Latch	688.84 – Rear door
18.09	613 1 st Street East – Whelan	688.74 – rear door
18.50	1115 1st Street East – Plan	689.15 – Cellar Door at rear of home
18.96	801 1st Street East – Biscoe/Wiegele	689.61
18.86/19.1	707 1st Street East - Heselton	689.51 – Garage/Outbuilding, 689.75 - House
20.07	1021 1st Street East – Leslie	690.72 – Chimney flue door
20.47	1015 1st Street East – Carl	691.12 – E side entry door
20.56/21.38	803 1st Street East - Wiegele	691.21 – Garage, 692.03 - House
21.35	817 1st Street East – Machinery Consultants	692*
22.35	1111 1st Street East – Plan	693*
23.35	1001 1st Street East – Reuter	694*
23.55	803 1 st Street E – Flaten	694.2
24.35	901 1st Street East - Gear	695*
24.35+	Properties at E end of E 4 th Street	695+

***There are also a couple of low areas in yard spaces on the south side of 1st Street E which can become inundated by way of the City's storm sewer connection. These are located at the properties of 914 E 1st Street and 109 Washington Street.*

General Flood Information Notes

UPDATED March 2019

VIII-17

Recent Crests

- (1) 16.60 ft on 07/01/2018 (P)
- (2) 17.50 ft on 05/01/2018 (P)
- (3) 15.19 ft on 10/13/2017
- (4) 15.22 ft on 05/27/2017
- (5) 15.85 ft on 07/18/2016
- (6) 12.87 ft on 05/23/2015
- (7) 18.95 ft on 06/27/2014
- (8) 14.35 ft on 07/02/2013
- (9) 15.07 ft on 06/02/2012
- (10) 17.76 ft on 04/13/2011
- (11) 17.42 ft on 03/30/2011
- (12) 16.22 ft on 10/04/2010
- (13) 17.22 ft on 03/25/2010 (P)
- (14) 22.00 ft on 04/29/2001
- (15) 21.60 ft on 04/17/2001
- (16) 21.30 ft on 04/13/1997
- (17) 18.90 ft on 06/28/1993
- (18) 16.90 ft on 04/07/1986
- (19) 17.10 ft on 05/04/1975
- (20) 15.10 ft on 07/29/1972

(P): Preliminary values subject to further review.

Historic Crests

- (1) 25.90 ft on 04/17/1965
- (2) 24.30 ft on 04/16/1969
- (3) 22.00 ft on 04/29/2001
- (4) 21.60 ft on 04/17/2001
- (5) 21.30 ft on 04/13/1997
- (6) 20.90 ft on 04/16/1952
- (7) 18.95 ft on 06/27/2014
- (8) 18.90 ft on 06/28/1993
- (9) 18.90 ft on 04/18/1951
- (10) 17.76 ft on 04/13/2011
- (11) 17.50 ft on 05/01/2018 (P)
- (12) 17.42 ft on 03/30/2011
- (13) 17.22 ft on 03/25/2010 (P)
- (14) 17.10 ft on 05/04/1975
- (15) 16.90 ft on 04/07/1986
- (16) 16.60 ft on 07/01/2018 (P)
- (17) 16.60 ft on 06/30/1957
- (18) 16.22 ft on 10/04/2010
- (19) 15.85 ft on 07/18/2016
- (20) 15.50 ft on 05/11/1950
- (26) 12.87 ft on 05/23/2015

(P): Preliminary values subject to further review.

USACOE Lock & Dam No. 2 & City of Hastings Hydro-Electric Plant
No Damages Expected to City Facilities
City will fill USACOE Septic Tank with fresh water to avert failure/collapse under floodwaters

City of Hastings - Lock & Dam Road
Moderate to Heavy Road Flooding Expected
Minor Road Damage Possible
Moderate Debris Cleanup Expected

City of Hastings - Riverfront Trail & Scenic Overlook
Minor Flooding & Damages Possible
Moderate Debris Cleanup Expected

City of Hastings - Spiral View Loop Road
Closure Required at Stage of 15.5 Feet
Significant Flooding of Road Expected
Minor to Moderate Damages Possible
Moderate Debris Cleanup Expected

City of Hastings - E 1st Street Underpass of CP Rail Bridge
Closure Required at Stage of 16 Feet
Minor Road Damages Possible
Moderate Debris Cleanup Expected

Residences on E 1st Street
(607-1115 E 1st Street)
Moderate to Significant Structural Flooding Possible
City Coordinates with Property Owners & Volunteers to Protect Structures as Requested
Homeowners Provide Own Post-Flood Cleanup As Necessary

City of Hastings/Minnesota DNR - Public Boat Ramp
Complete Flooding and Closure of Ramp Expected
Significant Flooding of Parking Area Possible
Ramp Damage Possible
Moderate to Significant Debris Cleanup Expected

City of Hastings - E 4th Street Bridge
Closure Possible at 22 Feet Stage
No Vehicular Access to Private Property for City services

City of Hastings - Lake Rebecca Park
Parking Lot & Park Grounds Flooding
Minor Pavement Damages Expected
Minor Debris Cleanup Expected

City of Hastings - E 4th Street
Significant Road Flooding Expected
Alternate Access Available to Homes at East End (Dirt Road in wooded area)
Minor Road Damage Possible
Minor Debris Cleanup Expected

City of Hastings - Lock & Dam Road
Significant Road Flooding Expected
Moderate to Significant Debris Cleanup Expected
Minor to Moderate Road Damages Possible

City of Hastings - Levee Park
Significant Flooding of Park Grounds expected
Minor to moderate damage of park features possible
Moderate to significant debris cleanup expected

City of Hastings - East Hastings Sanitary Lift Station
No Damages Expected

Private Home is at elevation of 693 or higher (Stage of 22.35)

City of Hastings - Lake Isabel Boat Ramp
Closure Expected
No Damages Expected
Minor Debris Cleanup Expected

Private Homes - all are at or above elevation of 695 feet (stage of 24.35)

2019 Mississippi River Flooding - Areas of Concern

Notes based on NWS Probabilities Forecast Dated 3/4/2019



Significant Road Flooding Expected
Moderate to Significant Debris Cleanup Expected
Minor to Moderate Road Damages Possible

City of Hastings - Levee Park
Significant Flooding of Park Grounds expected
Minor to moderate damage of park features possible
Moderate to significant debris cleanup expected

Private Home is at elevation
of 693 or higher (Stage of 22.35)

City of Hastings - East Hastings Sanitary Lift Station
No Damages Expected

City of Hastings - Lake Isabel Boat Ramp
Closure Expected
No Damages Expected
Minor Debris Cleanup Expected

Private Homes - all are at or above
elevation of 695 feet (stage of 24.35)

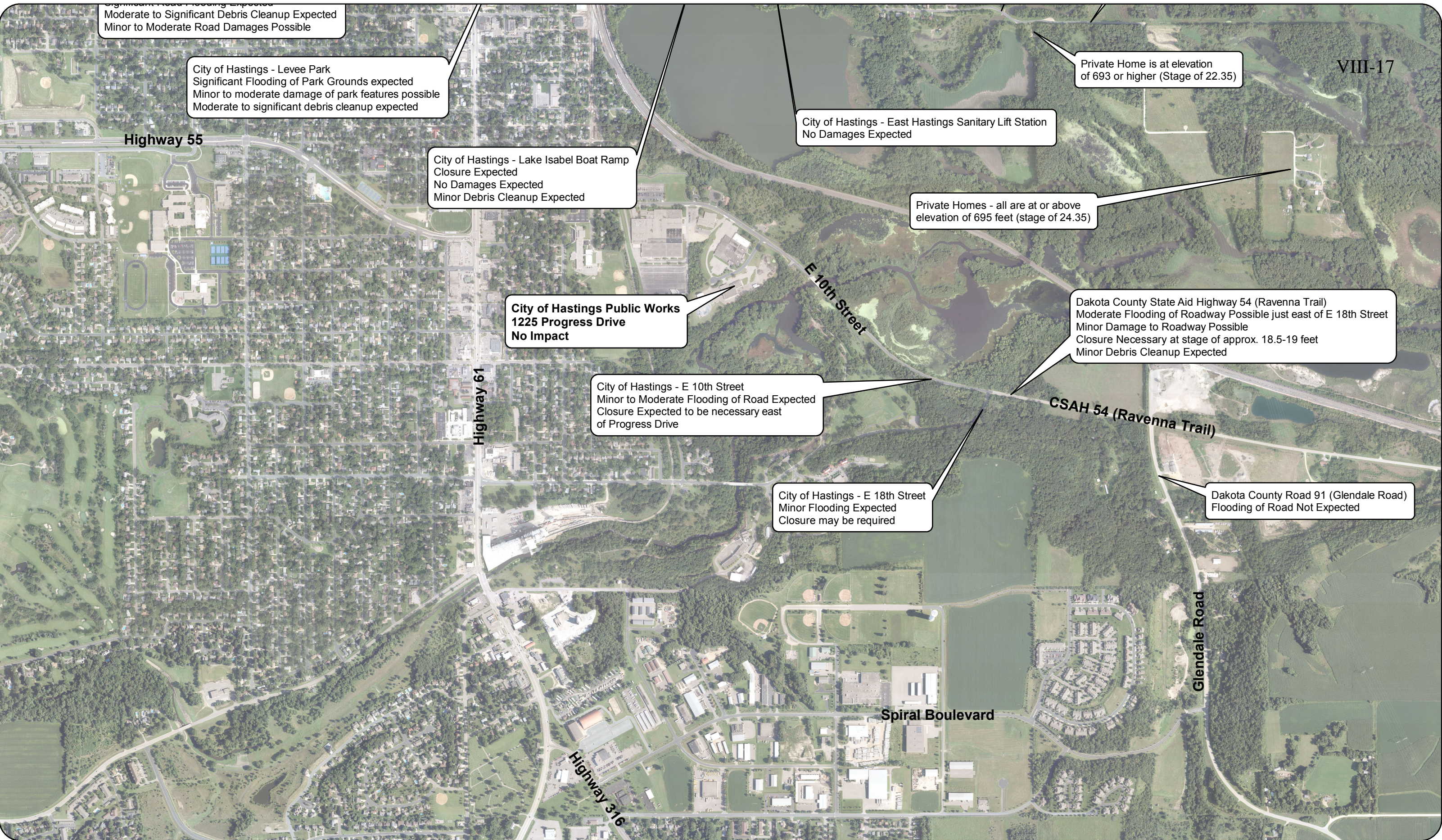
City of Hastings Public Works
1225 Progress Drive
No Impact

Dakota County State Aid Highway 54 (Ravenna Trail)
Moderate Flooding of Roadway Possible just east of E 18th Street
Minor Damage to Roadway Possible
Closure Necessary at stage of approx. 18.5-19 feet
Minor Debris Cleanup Expected

City of Hastings - E 10th Street
Minor to Moderate Flooding of Road Expected
Closure Expected to be necessary east
of Progress Drive

City of Hastings - E 18th Street
Minor Flooding Expected
Closure may be required

Dakota County Road 91 (Glendale Road)
Flooding of Road Not Expected



2019 Mississippi River Flooding - Areas of Concern

Notes based on NWS Probabilities Forecast Dated 3/4/2019





City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: April 3rd, 2023

Item: Mississippi River No-Wake Zone

Council Action Requested:

None. Informational only

Background Information:

The Mississippi River runs through the City of Hastings and is the boundary between Washington County and Dakota County. There are approximately 1.2 miles of shoreline that is considered within the boundary of Hastings that is currently not designated as a no-wake zone. Dakota County Sheriff's Office and Washington County Sheriff's office are not interested in having this stretch of river be a no-wake, but they are interested in reducing boat traffic to a no-wake during times of flood stage on the Mississippi River. The Sheriff's Departments would have to show an erosion issue and/or public safety issue to request a no-wake. The Sheriff's Departments have observed erosion issues when the river levels are high, but not at regular levels and neither department has observed a public safety issue and therefore will not support a standing no-wake zone for this portion of river.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

None



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: April 3rd, 2023

Item: Public Safety Advisory Commission 2022 Annual Report

Council Action Requested:

No action required. Information only.

Background Information:

The Public Safety Advisory Commission was very busy this year, especially after coming out of the pandemic. The majority of public safety events and city events occurred once again and the PSAC members participated in a number of these details.

Highlights for 2022 include creating a PSAC handbook for new and existing members and researching and developing recommendations for THC products for the City of Hastings. In addition, the 2022 Commission Goals included:

- Explore the opportunity to have a youth member on PSAC as directed by the city charter
- Finalize a commission handbook
- Arrange tours for the commission member of the police and fire department and local training center

The PSAC members have developed the 2022 Annual Report which is attached for your review.

Financial Impact:

None

Advisory Commission Discussion:

No applicable

Council Committee Discussion:

Not applicable

Attachments:

None



Hastings

2022 Annual Report Public Safety Advisory Commission

The commission had a great year. We met monthly and had some membership changes.

Among those accomplishments was the drafting of a handbook which included a revised mission statement and directives.

Commission Mission Statement:

Enhancing awareness of public safety through community programs, educational opportunities and public engagement. Our work is to advise our elected officials.

Commission Directives:

- It is the purpose of the commission to represent the interests of the community on matters of public safety.
- The commission shall provide advice, input, and feedback to the City’s public safety administrators and elected officials.
- The commission shall review and monitor the strategic goals of the City’s public safety departments.
 - The Police and fire chief will relay Commission concerns/decisions to the Council Committee on Public Safety who in turn will report to the City Council/Mayor.

2022 Commission Membership includes:

Chair: Dolores Pemble	Secretary: Theresa Auge`	Gary Stevens
Melissa Blackstad	Vicky Baukel	Bryon Ascheman
Jesse Starkson		

2022 Commission Goals

1. Explore the opportunity to have a youth member on PSAC as directed by the city charter.
2. Finalize a commission handbook.
3. Arrange tours for the commission member of the police and fire department and local training centers

4. Identify ways to assist police and fire departments as requested.

2022 Accomplishments

- A new handbook was drafted with an updated mission statement and directives. This was distributed to all commission members as well as the Public Safety Committee of the City Council.
- We had members actively participate in the selection process of the new police chief.
- Assisted in serving at the swearing in of several police hires and the farewell for Chief Schafer.
- Commission members all obtained photo Identification and PSAC t-shirts.
- Toured the Hero Center and Hastings Fire Departments.
- Commission members attended two “Coffee with a Cop” events and have actively recruited new locations for 2023.
- Commission members attended the Police Reserve Annual Recognition.
- Welcomed newly hired officers: Matt Green and Georgeanne Freeman-Denn.
- Commission members attended a Level 3 Predator presentation by the Department of Corrections.
- Secured sponsors and activities for a community National Night Out. Secured some donations for children.
- Commission members attended Fire Prevention Week Open House.
- Commission members attended Police Open House.
- Commission members attended the city meeting on “Homelessness”.
- Extensive discussion and report provided to the Public Safety Committee of the City Council on the topic of THC Products in the city of Hastings.
- The commission has recruited a full slate of members for the 2023 year.

We appreciate the opportunity to serve Hastings in this capacity and look forward to more interaction with the Council and public safety staff in the future. Thank you.



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Ryan Stempki – Public Works Director/City Engineer
Date: March 29, 2023
Item: Conduct Public Hearing & Consider Resolution to Order Improvements & Adopt Assessments for the 2023 Neighborhood Infrastructure Improvements

COUNCIL ACTION REQUESTED

Council is requested to conduct a public hearing, and to consider the enclosed resolution to order the project and adopt the proposed assessments for City Project 2023-1, the 2023 Neighborhood Infrastructure Improvements. This is a City-initiated project, therefore by MN Statute, a supermajority (six of seven votes) of the Council must vote in favor of the resolution in order to approve it. The scope and features for this project were approved by the City Council at the regular meeting on March 6th and the City will be receiving bids for the project on April 7th.

BACKGROUND INFORMATION

The 2023 Neighborhood Infrastructure Improvements contain street and utility improvements to six City streets ranging in scope of work from reclamation of streets to full street and utility reconstruction. The full scope of the project was presented to City Council on March 6th, 2023 (please refer to the attached Project Map). The improvements in all areas will also include storm sewer system extensions, repairs, and replacements to facilitate drainage of the new streets. A paved trail will be extended along Southview Drive between Pleasant Drive and Westview Drive. A new multi-use paved trail will also be added along the West side of Pleasant Drive from 15th Street to the Vermillion River Bridge.

It is important to note that the project was not ordered at the March 6th meeting, as the Council did not have the ability to provide a supermajority vote due to absences that evening. Therefore, the attached resolution has been updated to include ordering the project for compliance with MN Statute.

ASSESSMENT POLICY & FINAL PROPOSED RATES

All properties in the project area that are abutting an improved street (with the exception of lots that only have rear lot frontage) are proposed to be assessed in accordance with the City Ordinance Policy. This policy states that the assessment rates are based on the estimated special benefit to the assessed properties accruing from the constructed improvements. A certified property appraiser was hired to determine the estimated special benefit range for each property type within the proposed project area based on the type of improvement taking place. The low end of this range was taken and then further reduced to 90% to establish assessment rates for each lot.

A large percentage of lots within the 2023 Neighborhood Infrastructure Improvements area are irregularly shaped, or in other words, they are not rectangular in nature. As a result of this, within the guidelines set forth by the City Ordinance the assessments levied for this project are on a per-lot basis to ensure equity across all properties as opposed to a front-footage method.

It is important to note that the special benefits valuation is based on the street and storm sewer improvements only. The City does not levy special assessments associated with utility improvements, since the cost of those improvements are funded from sources other than special assessments.

The standard assessment for single family homes in reconstruction areas is \$7,650 and for reclaim areas the standard assessment is \$6,750.

IX-01(a,b)

Reconstruction Streets <i>Pleasant Drive and Old Bridge Lane</i>	
Unit Type	Assessed Rate
Single Family Home – Standard*	\$7,650 per Lot

Reclaim Streets <i>18th Court, Ridgewood Court, Southview Drive, & Southview Place</i>	
Unit Type	Assessed Rate
Single Family Home – Standard*	\$6,750 per Lot

***Standard Lots are non-corner lots which front an improved street.**
Corner lots are assessed 100% of the rate for a short side fronting an improved street and 25% for the long side fronting an improved street.

The assessment rates were supported by the Operations Committee and would result in the City collecting approximately \$500,000 to help fund the project. For a copy of the proposed assessments, please refer to the attached Preliminary Assessment Rolls dated January 13, 2023.

FINANCIAL IMPACTS

The estimated total project costs are \$4,300,000, which includes contingencies, design, inspection, and project delivery expenses.

Street & Storm Sewer Project Costs = \$3,350,000

<i>Funding Sources</i>	<i>Amount</i>
Special Assessments	\$500,000.00
Municipal State Aid System (MSAS)	\$0.00
City of Hastings Chapter 429 Bonded Debt	\$2,850,000.00
Total Street & Storm Sewer Project Costs	\$3,350,000.00

Sanitary Sewer & Water System Project Costs = \$950,000

<i>Funding Sources</i>	<i>Amount</i>
Sanitary Sewer (Utility Revenue Bond)	\$300,000.00
Water System (Utility Revenue Bond)	\$650,000.00
Total Sanitary Sewer & Water System Project Costs	\$950,000.00

STAFF RECOMMENDATION

Staff recommends that the Council hold the public hearing, and consider the attached resolution to order the project and adopt assessments as proposed for the 2023 Neighborhood Infrastructure Improvements.

ATTACHMENTS

- Resolution to Adopt the Assessments
- Project Map
- Preliminary Assessment Roll dated January 13, 2023

CITY OF HASTINGS

DAKOTA COUNTY, MINNESOTA

IX-01(a,b)

RESOLUTION NO. _____

RESOLUTION TO ORDER THE IMPROVEMENTS AND ADOPT THE ASSESSMENTS FOR PROJECT 2023-1, 2023 NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS

WHEREAS, to order the project, a supermajority of the Council was not in attendance for the Improvement Hearing at the March 6, 2023 meeting, which is required by MN Statutes for a City-Initiated project, and

WHEREAS, pursuant to proper notice duly given as required by law, the City Council of the City of Hastings has met, heard, and passes upon all objections to the proposed assessments for the following project:

2023-1, Neighborhood Infrastructure Improvements – The reconstruction improvements would involve complete reconstruction of the street with engineered new base material and new pavement along with new concrete curb and gutter. The reclaim improvements would involve reclamation of existing base material and pavement with a new pavement surface and selective repair of concrete curb and gutter. Paved multi-use trail extensions and pedestrian ramp improvements will be made at certain locations along improved streets. Also included in all improvement areas are storm sewer extensions, repairs and replacements.

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

1. Such improvements are hereby ordered as proposed and as amended by the City Council herein.
2. The proposed assessments for project 2023-1 the Neighborhood Infrastructure Improvements, a copy of which is filed with the Hastings Engineering Department and with the City Clerk, are hereby accepted and shall constitute the special assessment against the properties named therein, and each tract of land therein included is hereby found to be benefited by the constructed improvement in the amount of the assessment levied against it.
3. Such assessment shall be payable in equal annual installments extending over a period of ten (10) years, the first of the installments to be payable with the first property tax installment of 2024, and shall bear interest at the rate for which City bonds are sold plus 1.5%, per annum from December 1, 2023. To the first installment shall be added interest on the entire assessment from December 1, 2023 until December 31, 2023. To each subsequent installment, when due, shall be added interest for one year on all unpaid balances.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole or part of the assessment on such property with interest accrued to the date of the payment to the City Clerk, except that no interest or Dakota County assessment certification fee shall be charged if the entire assessment is paid by November 30, 2023. The owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made. Such payments to the County Treasurer must be made before December 30, or interest will be charged through December 31 of the next succeeding year.
5. The Clerk shall forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.
6. The amount specially assessed is hereby affirmed to be \$496,462.50.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 3rd DAY OF APRIL, 2023.

Ayes:

IX-01(a,b)

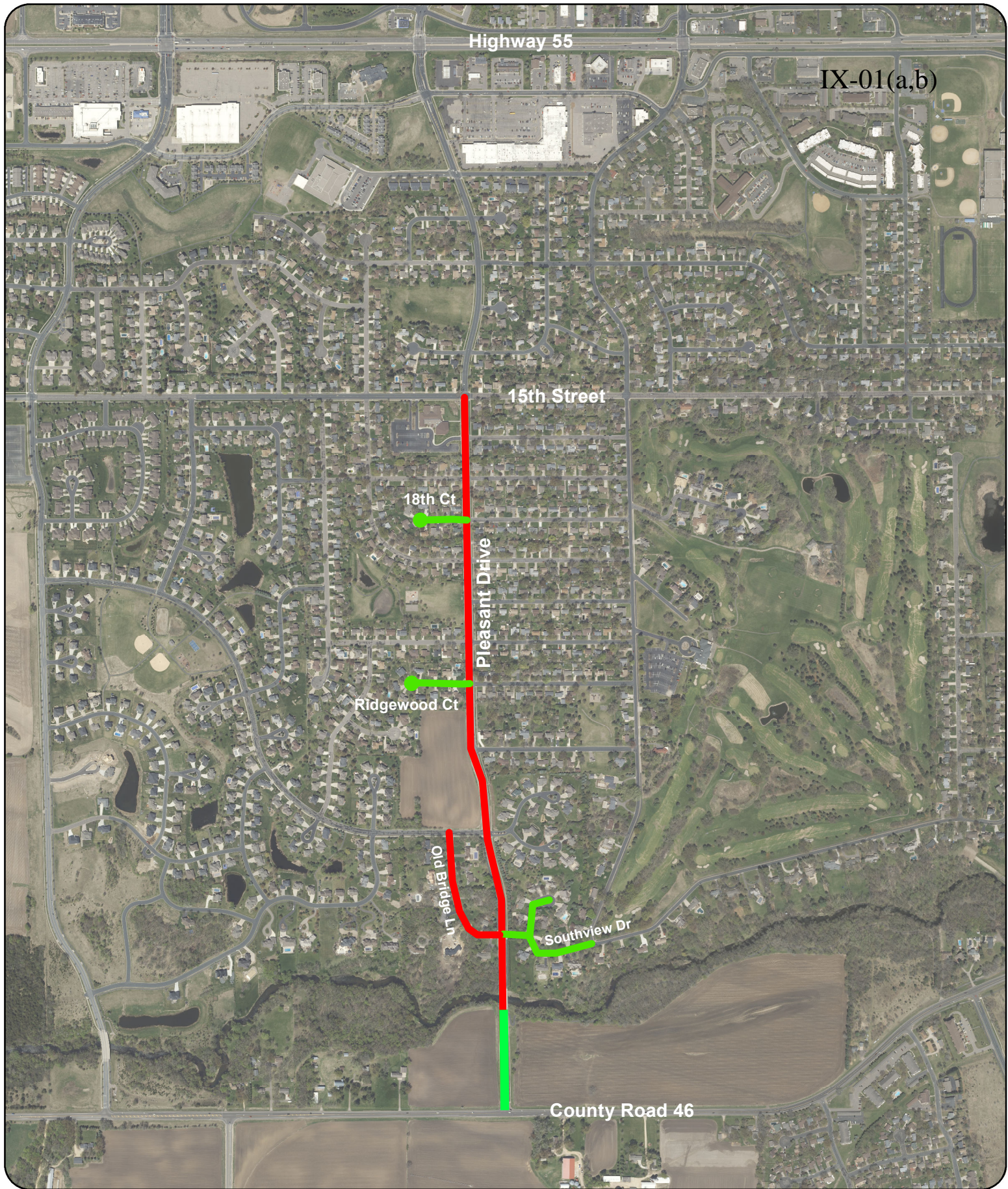
Nays:

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk

SEAL



Proposed City Project 2023-1

2023 Infrastructure Improvements

- Full Reconstruction
- Reclaim



City of Hastings
City Project 2023-1, Neighborhood Improvements Project
Property Owner Information & Assessment Amounts
January 13, 2023
Property Owners Updated 11.23.22



Property No.	Parcel ID	Owner	Site Address	Owner Address	Corner Lot (X=Yes)	Lot Frontage Type	Long Side Unit (0.25)	Standard Frontage Unit	Total Units	Assessment Rate Standard	Assessment Rate Long Side*	Total Assessment
1	190320005015	CITY OF HASTINGS	Pleasant Park	101 4TH ST E		S		1	1.00	\$50,400.00		\$50,400.00
2	190320082011	WRB LLC		10985 160TH ST E	X	CLS		1	1.00	\$6,750.00		\$6,750.00
3	190320085020	WILLARD & LOREN BAUER		11224 160TH ST E	X	CLS		1	1.00	\$6,750.00		\$6,750.00
4	190320001010	ST PHILIPS LUTH CH	1401 15TH ST W	1401 15TH ST W	X	CSS		1	1.00	\$41,400.00		\$41,400.00
5	197700001010	SHANNON J & KRISTYN KONO	1359 15TH ST W	1359 15TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
6	197700001070	ERVEN C & JUDITH ZARUBA	1356 16TH ST W	1356 16TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
7	197700002010	RAYMOND C & DIANNE A RAWAY	1359 16TH ST W	1359 16TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
8	197700002070	NOLAN J & JEAN N APPERT	1356 17TH ST W	1356 17TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
9	197700003010	ROCK RIDGE TRUST	1359 17TH ST W	1359 17TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
10	193285007130	TOMAS J & LORI L BRAUCKS	1400 17TH ST W	1400 17TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
11	193285006080	JOSEPH & CHRISTINA ESLER	1401 17TH ST W	1401 17TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
12	197700003070	DANIEL W KOPLIN	1358 18TH ST W	1358 18TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
13	197700004010	CHRISTOPHER STONE	1359 18TH ST W	1359 18TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
14	197700004070	JANE L CARLSON	1358 19TH ST W	1358 19TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
15	197700005010	ADAM A & LINDSEY POTTER	1359 19TH ST W	1359 19TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
16	197700005070	JENNIFER S LUCHSINGER	1358 20TH ST W	1358 20TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
17	197700006010	SHARON R SMITH	1359 20TH ST W	1359 20TH ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
18	197700006070	MERLE H & MARY V MUENCH	1356 21ST ST W	1356 21ST ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
19	197700007010	GENE RAY HICKS	1359 21ST ST W	1359 21ST ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
20	193285102050	SCOTT ALAN OLSON	1400 21ST ST W	1400 21ST ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
21	193285103050	LAURA ANN SACCHETTI	1401 21ST ST W	1401 21ST ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
22	197700008010	JONATHAN P GUIDROZ	1359 22ND ST W	1359 22ND ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
23	197700007070	JESSE A KLINTWORTH	1356 22ND ST W	1356 22ND ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
24	194130001010	DAVID T & PATRICIA M RADWELL	1360 23RD ST W	1360 23RD ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
25	191345001010	JAMES W RGNONTI	1361 23RD ST W	1361 23RD ST W	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
26	193285004060	PAUL D & RAE ANN CANEFF	1960 BRITTANY RD	1960 BRITTANY RD	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
27	193285005050	KENNETH L & LINDA T TREMBATH	1961 BRITTANY RD	1961 BRITTANY RD	X	CLS	0.25		0.25		\$7,650.00	\$1,912.50
Pleasant Drive Total Assessed												\$149,287.50
28	195100001010	KENT A & CHRISTINA M KUMMER	2504 OLD BRIDGE LN	2504 OLD BRIDGE LN	X	CSS		1	1.00	\$7,650.00		\$7,650.00
29	195100002010	JAMES & LAURA LEARY	2505 OLD BRIDGE LN	2505 OLD BRIDGE LN	X	CSS		1	1.00	\$7,650.00		\$7,650.00
30	195100001020	KYLE R & KATHERINE G MONTAG SCHAFFER	2506 OLD BRIDGE LN	2506 OLD BRIDGE LN		S		1	1.00	\$7,650.00		\$7,650.00
31	195100002020	JASON & MEGAN VIER	2509 OLD BRIDGE LN	2509 OLD BRIDGE LN		I		1	1.00	\$7,650.00		\$7,650.00
32	195100001030	THOMAS W RADKE	2510 OLD BRIDGE LN	2510 OLD BRIDGE LN		S		1	1.00	\$7,650.00		\$7,650.00
33	195100001040	THOMAS W RADKE	2510 OLD BRIDGE LN	2510 OLD BRIDGE LN		S		1	1.00	\$7,650.00		\$7,650.00
34	195100002030	JOSE AND CYNTHIA MELENDEZ	2517 OLD BRIDGE LN	2517 OLD BRIDGE LN		I		1	1.00	\$7,650.00		\$7,650.00
35	195100001050	CRAIG W & MEGAN J LATCH	2518 OLD BRIDGE LN	2518 OLD BRIDGE LN		S		1	1.00	\$7,650.00		\$7,650.00
36	195100001071	PATRICIA SHATEK	2520 OLD BRIDGE LN	2520 OLD BRIDGE RD		I		1	1.00	\$7,650.00		\$7,650.00
37	195100001060	DONALD J FLUEGEL	2522 OLD BRIDGE LN	2522 OLD BRIDGE LN		I		1	1.00	\$7,650.00		\$7,650.00
38	195100001072	STEVEN & SYLVIA BAUER	2524 OLD BRIDGE LN	2524 OLD BRIDGE LN		I		1	1.00	\$7,650.00		\$7,650.00
39	195100002040	JEFFREY & SUSAN M TOMASSONI	2527 OLD BRIDGE LN	2527 OLD BRIDGE LN	X	CBS	0.25	1	1.25	\$7,650.00	\$7,650.00	\$9,562.50
40	195100001091	SHANE T & CRYSTAL L LANNING	2530 OLD BRIDGE LN	2530 OLD BRIDGE LN	X	CBS	0.25	1	1.25	\$7,650.00	\$7,650.00	\$9,562.50
Old Bridge Lane Total Assessed												\$103,275.00
41	193285103060	JAMES & MOLLY HOFFMAN	1400 RIDGEWOOD CT	1400 RIDGEWOOD CT	X	CBS	0.25	1	1.25	\$6,750.00	\$7,650.00	\$8,662.50
42	193285104080	DEREK A & ALAN R LIPINSKI	1401 RIDGEWOOD CT	1401 RIDGEWOOD CT	X	CBS	0.25	1	1.25	\$6,750.00	\$7,650.00	\$8,662.50
43	193285103070	JUDITH A GILBERT	1410 RIDGEWOOD CT	1410 RIDGEWOOD CT		S		1	1.00	\$6,750.00		\$6,750.00
44	193285104070	ELIZABETH M OTTO	1411 RIDGEWOOD CT	1411 RIDGEWOOD CT		S		1	1.00	\$6,750.00		\$6,750.00
45	193285104060	TIMOTHY & MARIA HANEBERG	1421 RIDGEWOOD CT	1421 RIDGEWOOD CT		S		1	1.00	\$6,750.00		\$6,750.00
46	193285103080	MARK R & MARY M MATZEK	1430 RIDGEWOOD CT	1430 RIDGEWOOD CT		S		1	1.00	\$6,750.00		\$6,750.00
47	193285104050	ANDREW & MEGHAN CAVALIER	1431 RIDGEWOOD CT	1431 RIDGEWOOD CT		I		1	1.00	\$6,750.00		\$6,750.00
48	193285103090	JANICE M TSTE HERTEL	1440 RIDGEWOOD CT	1440 RIDGEWOOD CT		I		1	1.00	\$6,750.00		\$6,750.00
49	193285104040	JAMES R & DANIELLE L KELLER	1441 RIDGEWOOD CT	1441 RIDGEWOOD CT		I		1	1.00	\$6,750.00		\$6,750.00
50	193285104020	THEODORE E & LUANN AMUNDSON	1450 RIDGEWOOD CT	1450 RIDGEWOOD CT		I		1	1.00	\$6,750.00		\$6,750.00
51	193285104030	MICHAEL D & SHELLY J JOHNSON	1451 RIDGEWOOD CT	1451 RIDGEWOOD CT		I		1	1.00	\$6,750.00		\$6,750.00
RidgeWOOD Ct Total Assessed												\$78,075.00
52	193285006090	MICHAEL S & JANICE RAWAY	1400 18TH CT	1400 18TH CT	X	CBS	0.25	1	1.25	\$6,750.00	\$7,650.00	\$8,662.50
53	193285005040	JOHN CARL & CINDY K AARNES	1401 18TH CT	1401 18TH CT	X	CBS	0.25	1	1.25	\$6,750.00	\$7,650.00	\$8,662.50
54	193285006100	SCOTT F & LEANN M LITSCHKE	1410 18TH CT	1410 18TH CT		S		1	1.00	\$6,750.00		\$6,750.00
55	193285005030	KARLA MARIE GREEN	1411 18TH CT	1411 18TH STREET CT		S		1	1.00	\$6,750.00		\$6,750.00
56	193285006110	EVONNE MARIA CHRISTENSEN	1420 18TH CT	1420 18TH STREET CT		S		1	1.00	\$6,750.00		\$6,750.00
57	193285005020	CALVIN R & DEBRA A HORNER	1421 18TH CT	1421 18TH STREET CT W		S		1	1.00	\$6,750.00		\$6,750.00
58	193285006120	LEE M & PAMELA T KOCHENDORFER	1430 18TH CT	1430 18TH CT		I		1	1.00	\$6,750.00		\$6,750.00
59	193285005010	RUSSELL K & CYNTHIA POND	1431 18TH CT	1431 18TH CT		I		1	1.00	\$6,750.00		\$6,750.00
60	193285006130	CAROL ANN NOVAK	1440 18TH CT	1440 18TH CT		I		1	1.00	\$6,750.00		\$6,750.00
61	193285006140	JERRY A & CAREY BREKKEN	1441 18TH CT	1441 18TH CT		I		1	1.00	\$6,750.00		\$6,750.00
18th Ct Total Assessed												\$71,325.00
62	191345102050	JANNA PARKS	1301 SOUTHVIEW DR	1301 SOUTHVIEW DR		S		1	1.00	\$6,750.00		\$6,750.00
63	191345101090	MICHAEL P & KATHLEEN ELLIS	1310 SOUTHVIEW DR	PO BOX 532		I		1	1.00	\$6,750.00		\$6,750.00
64	191345102040	PATRICK O & MARY K REGAN	1321 SOUTHVIEW DR	1321 SOUTHVIEW DR		S		1	1.00	\$6,750.00		\$6,750.00
65	191345101080	ARLEEN M GUERBER	1330 SOUTHVIEW DR	1330 SOUTHVIEW DR		I		1	1.00	\$6,750.00		\$6,750.00
66	191345102030	TIMOTHY M & HOLLY J OBRIEN	1341 SOUTHVIEW DR	1341 SOUTHVIEW DR		I		1	1.00	\$6,750.00		\$6,750.00
67	191345102010	JERAD A STEWART	1361 SOUTHVIEW DR	1361 SOUTHVIEW DR		I		1	1.00	\$6,750.00		\$6,750.00
68	191345102020	JERAD A STEWART	1361 SOUTHVIEW DR	1361 SOUTHVIEW DR		S		1	1.00	\$6,750.00		\$6,750.00
Southview Drive Total Assessed												\$47,250.00
69	191345101040	CHAD & KARA TERHARK	2500 SOUTHVIEW PL	2500 SOUTHVIEW PL		I		1	1.00	\$6,750.00		\$6,750.00
70	191345101050	DONALD K & NICOLE T LATCH	2525 SOUTHVIEW PL	2525 SOUTHVIEW PL		I		1	1.00	\$6,750.00		\$6,750.00
71	191345101030	JOHN N II & DIANE J FOX	2530 SOUTHVIEW PL	2530 SOUTHVIEW PL		I		1	1.00	\$6,750.00		\$6,750.00
72	191345101060	RICHARD J & PAMELA S ANDREWS	2555 SOUTHVIEW PL	2555 SOUTHVIEW PL		I		1	1.00	\$6,750.00		\$6,750.00
73	191345101020	BRIAN BEZDICHEK	2560 SOUTHVIEW PL	2560 SOUTHVIEW PL		I		1	1.00	\$6,750.00		\$6,750.00
74	191345101070	TIMOTHY D & BARBARA WEDEKIND	2575 SOUTHVIEW PL	2575 SOUTHVIEW PL		I		1	1.00	\$6,750.00		\$6,750.00
75	191345101010	KEVIN & MONA ROACH	2580 SOUTHVIEW PL	2580 SOUTHVIEW PL	X	CBS		1	1.00	\$6,750.00		\$6,750.00
Southview Place Total Assessed												\$47,250.00

Total Assessments \$496,462.50

*Corner lots with long sides abutting an improved street will be assessed 25% of the rate for that street improvement

Assessment Policy Key		
Lot Frontage Type		Assessment Formula
S	Standard	100% of Frontage
CLS	Corner - Improvement on Long Side Only	25% of Frontage
CSS	Corner - Improvement on Short Side Only	100% of Frontage
CBS	Corner - Improvement on Both Sides	100% of Short Side + 25% of Long Side

Reconstruction Streets <i>Pleasant Drive and Old Bridge Lane</i>	
Unit Type	Assessed Rate
Single Family Home – Standard	\$7,650 per Lot

Reclaim Streets <i>18th Court, Ridgewood Court, Southview Drive, & Southview Place</i>	
Unit Type	Assessed Rate
Single Family Home – Standard	\$6,750 per Lot