

**CITY OF HASTINGS  
CITY COUNCIL AGENDA**

**Monday, May 1, 2023**

**7:00 p.m.**

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

**V. APPROVAL OF MINUTES**

Approve Minutes of the City Council regular meeting on April 17, 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: Approve One-Day Gambling Permit for YMCA of the North
3. Resolution: Approve One-Day Gambling Permit for Hastings Family Service
4. Resolution: Approve Outdoor Tent Fireworks Sales Application by TNT Fireworks at Walmart #1472, 1752 North Frontage Road
5. Special Event Designation: IDEA Hastings Pride Festival
6. Resolution: Amend Special Use Permit – Operation Date – Rise Up Recovery (303 5<sup>th</sup> Street E)
7. Accept Permanent Utility Easement Agreements – Hiawatha Broadband Communications –Pleasant, Dakota Hills, South Pines, Tuttle, Riverwood, Greten, and Cannon Parks
8. Approve 2022 Budget Amendments and Fund Closures
9. Resolution: Approve Sale Date for General Obligation Improvement Bonds
10. Approve Budget Amendment for Dakota County’s Vermillion River Regional Greenway Project
11. Authorize Budget Amendment: Street Maintenance Material Account
12. Approve Purchase Contract with Custom Fire for a Replacement Tender for the Fire Department
13. Proclamation: Building Safety Month
14. Approve Memorandum of Understanding with International Association of Fire Fighters, Local No. 5113
15. Approve Joint Powers Agreement 2023-2028 with Dakota County Electronic Crimes Unit

**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.*

**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**

1. 2<sup>nd</sup> Reading: City Code Amendments: Chapters 110.17 & 34.03, Lawful Gambling & Fees
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**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

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

**XIV. ADJOURNMENT**

**Next Regular City Council Meeting: Monday, May 15, 2023 7:00 p.m.**

**Hastings, Minnesota**  
**City Council Meeting Minutes**  
**April 17, 2023**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, April 17, 2023 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4<sup>th</sup> Street, Hastings, Minnesota.

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

**Members Absent:** None

**Staff Present:** City Administrator Dan Wietecha  
Assistant City Administrator Kelly Murtaugh  
City Attorney Korine Land  
Community Development Director John Hinzman  
Public Works Director Ryan Stempki  
Police Chief David Wilske

**Presentation, Dakota County Assessor's Office, Joel Miller**

**Approval of Minutes**

Mayor Fasbender asked if there were any additions or corrections to the minutes of the workshop and regular City Council meeting on April 3, 2023.

Minutes were approved as presented.

**Comments from the Audience**

Pete Likes, 3000 4<sup>th</sup> St E, commented on the floodwater levels and the Governor's visit. Offered a question about jurisdiction to provide access to certain areas and whether emergency vehicles can access the homes via the alternate route during flooding.

Ray Kane, American Legion & Beyond the Yellow Ribbon, a non-profit organization serving Veterans, Service Members and their families with a goal to establish a community network of fundamental services to support and empower those individuals, presented on the proposed gambling ordinance amendments. Currently 36% of funds go to taxes for the State of MN. Concerns about the 10% Charitable Contribution and the 75% trade area requirement. The Legion makes sizable donations to the Hastings Veteran's Home via the Dept of Veteran's Affairs—so it may not look like it is given in Hastings. Donations to BYR goes to Cottage Grove/Mn Valley does not get credited because not in City. The increase in spending in the trade area would negatively impact overall giving beyond the trade area. Many Hastings residents access the Veteran's Hospital and local VA Home. Concern about the changes impacting the mutual helpfulness, which is one of their pillars.

Afton Benson, CEO of Climb Theatre, Inver Grove Heights, currently at Pub 55 and The Bar. Doing a pilot residency program at Hastings Middle School. A 75% trade area spending would be crippling. Have been doing gambling in town for over 10 years and contributed about \$30,000 last year through programming in the schools. Strongly urged Council to not change the current ordinance.

**Consent Agenda**

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Councilmember Pemble motioned to approve the Consent Agenda, pulling Item 6 and moving it to the Administration section, seconded by Councilmember Fox.  
7 Ayes, 0 Nays

1. Pay Bills as Audited
2. Resolution No. 04-08-23: Accept Donation from SC Toys to the Parks and Recreation Department
3. Resolution No. 04-09-23: Accept Donation from Hastings Family Service to the Parks and Recreation Department
4. Resolution No. 04-10-23: Approve Outdoor Music – Tent Event with Liquor License Amendment for Las Margaritas
5. Special Event Designation: Animal Ark 3K with Temporary Liquor License
6. 1<sup>st</sup> Reading: City Code Amendments: Chapters 110.17 & 34.03, Lawful Gambling & Fees

### **Public Hearing: New Parklet Application – Quarry Taphouse**

Hinzman provided an overview of the request. Sara Stenger of Quarry Restaurant LLC dba Quarry Taphouse, 106 2<sup>nd</sup> Street East submitted an application for a Parklet. City Departments reviewed the proposal and amended liquor license and recommends approval. Council is asked to hold a public hearing for the request. Property owners within 350 feet of the property were mailed notice of the request and scheduled public hearing.

Mayor Fasbender opened the public hearing at: 7:42 pm

Mayor Fasbender closed the public hearing at: 7:43 pm

No Council discussion.

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

### **City Code Amendments – Escrows and Fees**

- a. **Public Hearing\2<sup>nd</sup> Reading\Adoption: City Code Amendment – Chapter 34.03**
- b. **Public Hearing\2<sup>nd</sup> Reading\Adoption: City Code Amendment – Chapter 154**
- c. **2<sup>nd</sup> Reading\Adoption: City Code Amendment – Chapter 155**

Hinzman reviewed the proposed ordinance amendments to Chapters 34.03, 154, and 155 regarding Escrows and Fees. Council considered the first reading of the above actions at the April 3, 2023 meeting. Proposed amendments accomplish deleting duplicate information already provided in ordinance, establish more specific requirements for escrows including use and replenishment of funds, final payments and return of unused funds to the applicant, and establish a uniform escrow for annexation, environmental assessment, site plan, and preliminary plat actions. Council is asked to consider the second reading of these actions and adopt the amendments as written.

Mayor Fasbender opened the public hearing at: 7:47 p.m.

Mayor Fasbender closed the public hearing at: 7:47 p.m.

No Council discussion.

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

**Resolution No. 04-11-23: Receiving Bids and Awarding Contract for Project 2023-1, 2023  
Neighborhood Infrastructure Improvements**

Stempski reviewed the request to adopt the resolution to award a contract for the 2023 Neighborhood Infrastructure Improvements. The City received eight bids for this project on April 7. Stempski summarized the bids received, indicating the process of post-bid contractor qualification review. The qualification review for BCM Construction, Inc. determined their proposal score exceeded the minimum score necessary to be considered qualified to perform the project. Stempski noted that BCM Construction, Inc. completed a neighborhood project for the City of Hastings in the past (2018-1), which was completed on time, met quality requirements, and was on budget. Council is asked to move forward in adopting the resolution to award the contract to BCM Construction, Inc. in the total amount of \$3,368,721.25, which includes Bid Alternate No. 1.

Council discussion on bid alternates. Stempski reviewed Bid Alternate No. 1 which contains a bridge widening on Pleasant Drive indicating there may have been a misunderstanding from other bidders.

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

**Resolution No. 04-12-23: Receiving Bids and Awarding Contract for the 2023 Mill & Overlay Program**

Stempski reviewed the request to adopt the resolution to award a contract for the 2023 Mill & Overlay Program. The City received five bids for this project on March 23. Stempski summarized the bids received, indicating the State Aid street portion of the program is paid for by State Aid funding up to \$250,000, the local residential non-State Aid streets will be paid by Mill & Overlay up to \$450,000, and the ADA sidewalk improvements will be paid by Repair and Maintenance up to \$25,000. Council is asked to move forward in adopting the resolution to award the contract to Park Construction Company in the total amount of \$723,626.75, which includes Bid Alternate No. 1.

No Council discussion.

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

**2nd Reading: City Code Amendment – Chapter 155 – Solar Energy Systems**

Hinzman reviewed the City Code Amendment Chapter 155 – Solar Energy Systems. Hinzman indicated the amendment establishes rules for Solar Energy Systems. The City does not currently have any regulations pertaining to installation of solar energy systems. The creation of the ordinance may encourage further installation of systems which may be financially beneficial to homeowners and solar farm operators. Hinzman indicated the Planning Commission reviewed the amendment and voted to recommend approval with minor clarifications. City Council considered the first reading at the April 3, 2023, meeting and is requested to consider the 2<sup>nd</sup> reading and adoption of the ordinance amendment.

Council discussion on acreage requirement, Xcel Energy restrictions and consideration of solar systems for historic structures and historic preservation. Hinzman indicated the proposed acreage requirement

is similar to other cities and shared the process of items that go before the Historic Preservation Commission, indicating if an individual chose to appeal, then the items would go before City Council. Council discussed the importance of maintaining the historical district and discussed what limiting glare means. Hinzman indicated glare information would be required as part of the application and shared newer products seem to have less glare.

Councilmember Fox motioned to approve as originally presented, seconded by Councilmember Folch.

7 Ayes, 0 Nays.

### **Community Investment Fund**

Wietecha reviewed the recommendations for Community Investment Funding. As part of the 2023 Budget, the City Council continued the Community Investment Fund and allocated \$100,000.00 in funding for 2023. The CIF is focused on partnerships and civic engagement with a goal of creating and supporting vibrant, community-supported, public projects and efforts. Wietecha indicated a review of applications was completed with the Finance Committee of Council. The Committee and staff unanimously recommend funding for 7 of the 8 applications received. Wietecha reviewed the projects that were recommended for funding. Wietecha further reviewed the financial impact and additional discussion regarding the applications.

Council discussion on the value of the matching component of the projects to demonstrate the commitment on the part of the organizations and continue to encourage the projects. Past projects were very positive additions to the community. Council discussion on the project that was not funded. The YMCA submitted a proposal to create athletic fields on Allina Clinic-owned property near the YMCA. This project did not meet the requirements that the project needed to be on public land. Council discussion on other partnership opportunities with the YMCA for recreational opportunities.

Councilmember Pemble motioned to accept report as presented, seconded by Councilmember Folch.  
7 Ayes, 0 Nays.

### **1<sup>st</sup> Reading – City Code Amendments: Chapters 110.17 & 34.03, Lawful Gambling & Fees**

Item pulled from the Consent Agenda.

Council discussion on public comments heard earlier in the meeting with questions regarding the reasons for change, comparison to other cities, and understanding the charitable contribution fund. Council questioned about whether the Veteran's home contributions by the American Legion could count towards the trade area spending. City Attorney Land indicated that if the organization can show good faith effort at spending in Hastings, it would qualify. Administrator Wietecha shared the reasons for the ordinance amendments, provided data from other cities, and explained what charitable contribution funds could be used towards. Clerk Murtaugh clarified that the ten percent (10%) for the charitable contribution fund would be considered part of the seventy-five percent (75%) spent within the City's trade area. Murtaugh further clarified that the remaining sixty-five percent (65%) would be required to be spent within the City's defined trade area.

Chris Anderson & Ray Kane, American Legion Post 47 asked for further clarification on the Charitable Contribution Fund. Mr. Kane expressed concern to how these changes may cause certain hardship. Council discussion on 15 years since the ordinance was last amended. The Administration Committee reviewed the proposed amendments and discussed options for the City provided by State Statute. Council

discussion on the importance of keeping funds in the community and that Council and organizations may need to better understand the 10% Charitable Contribution Fund. Discussion about the option to table. Council discussion on regulations from surrounding communities and clarification for next steps after the 1<sup>st</sup> reading.

Councilmember Lund motioned to table 1<sup>st</sup> Reading of the ordinances, seconded by Councilmember Pemble.  
3 Ayes, 4 Nays (Fox, Folch, Haus, Leifeld) Motion failed.

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

### **Announcements**

- Councilmember Folch provided No Wake follow-up and conversation with Deputy Sheriff Joe Leko. Dakota County is monitoring the access points with traffic information. Stakeholders meeting scheduled for April 26 at 6 pm. Because of flood conditions, the St Croix is at No Wake and there will be a 30-day temporary No Wake on the Mississippi River tomorrow.
- Councilmember Folch—Xcel looking at installation of EV charging stations through new program.
- Hastings Area Earth Day Birding Festival at Carpenter St. Croix Valley Nature Center on Saturday, April 22. Guided birding field trips, bird banding demonstrations, raptor presentation. Pre-registration preferred.
- Adult Softball and Sand Volleyball Leagues are forming now. Please go to the City website to register.
- The 3<sup>rd</sup> Annual Sound the Siren Food for Kids food drive takes place April 17-28. The food drive is a friendly competition between the City of Hastings Police Department and the Dakota County Sheriff's Office. The community is encouraged to donate kid-friendly, single-serving, non-perishable food items. When the cars are filled, the sirens will sound!
- Volunteer with the Hastings Parks & Recreation Department and plant a tree in celebration of Arbor Day. Our City Forester will provide a demonstration prior to planting. Friday, April 28 at Greten Park, pre-registration appreciated.

### **Meetings**

- Heritage Preservation Commission Meeting on Tuesday, April 18, 2023 at 7:00 p.m.
- Parks and Recreation Commission Meeting on Wednesday, April 19, 2023 at 6:00 p.m.
- Public Safety Committee Meeting on Monday, April 24, 2023 at 7:00 p.m.
- Planning Commission Meeting on Monday, April 24, 2023 at 7:00 p.m. - Cancelled
- City Council – Strategic Planning Retreat on Friday, April 28, 2023 at 8:00 a.m.
- City Council Regular Meeting on Monday, May 1, 2023 at 7:00 p.m.

Councilmember Leifeld motioned to adjourn the meeting at 9:05 PM, seconded by Councilmember Fox. Ayes 7; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor

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***City Council Memorandum***

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

**From:** Connie Lang – Accountant

**Date:** 04/27/2023

**Item:** Disbursements

**Council Action Requested:**

Staff requests:

Council review of March 2023 CC payments.

Council review of weekly routine disbursements issued 04/25/2023.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 05/02/2023.

**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:**

March 2023 CC Payments	\$	27,707.52
Disbursement checks, EFT issued on 04/25/2023	\$	61,602.83
Disbursement checks, EFT to be issued on 05/02/2023	\$	112,323.71

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** • Council Reports

## March 2023 Credit Card Charges

Date	Vendor	Amount	Account #	Description
03/14/2023	League Of Minnesota Ci	480.00	101-102-1021-6323	LMC Annual Conference - Fox
03/16/2023	League Of Minnesota Ci	280.00	101-102-1021-6323	LMC Annual Conference - Pemble
03/20/2023	Dakota Pines Golf Club	140.16	101-102-1021-6450	City Council Workshop 3/20/2023
03/20/2023	Walgreens #5048	4.49	101-102-1021-6450	City Council Workshop 3/20/2023
03/24/2023	Vzwriss My Vz Vb P	35.01	101-105-1051-6321	Verizon Air Card
03/06/2023	Maddens On Gull Lake	386.54	101-105-1051-6323	MCMA Conference - lodging
03/10/2023	League Of Minnesota Ci	495.00	101-105-1051-6323	MCMA Annual Conference
03/06/2023	Univer Of Ga706-542-66	150.00	101-105-1051-6433	ICMA Credentialing - multitrater assessment
03/02/2023	Sq Daily Dispatch	575.00	101-107-1052-6319	Recruitment ad for firefighters
03/27/2023	Facebk Usrbr77p2	42.22	101-107-1061-6331	City Update and Econ Development Coord Facebbok ads
03/17/2023	Pioneer Press Circ	12.00	101-107-1061-6433	Monthly newspaper subscription
03/23/2023	Minnesota Assoc Of Gov	85.00	101-107-1061-6433	Annual professional development membership fee
03/13/2023	Vmo Vimeo.Com	84.00	101-107-1061-6450	Storage for uploading fire department videos
03/13/2023	Eig Constantcontact.Co	42.75	101-107-1061-6450	Monthly newsletter software service
03/24/2023	Vzwriss My Vz Vb P	42.69	101-107-1071-6321	Verizon Air Card
03/01/2023	Minnesota Government F	70.00	101-120-1201-6433	Bertrand's Membership Renewal
03/05/2023	Amazon.Com H54yq2uh0 A	224.75	101-140-1401-6217	Foldup utility cart for pickup
03/10/2023	Menards Cottage Grove	33.11	101-140-1401-6217	Misc. bungee cords, hangers, brackets
03/07/2023	Amzn Mktp US H58e15hd1	14.70	101-140-1403-6353	Aerators for the sinks in city hall and fire department
03/25/2023	Amzn Mktp US H73g0sa52	107.00	101-140-1404-6211	vacuum parts
03/02/2023	Amzn Mktp US Hd36z7781	128.99	101-140-1406-6353	sink faucet replacement..
03/07/2023	Amzn Mktp US H58e15hd1	14.70	101-140-1406-6353	Aerators for the sinks in city hall and fire department
03/18/2023	Vzwriss My Vz Vb P	87.28	101-150-1501-6321	Cell Phones
03/13/2023	Airbnb Hmksfw44h	510.64	101-150-1501-6323	Lodging - APA Conference - Philadelphia - Hinzman
03/01/2023	American Planning A	702.00	101-150-1501-6433	American Planning Association - Annual Dues - Hinzman
03/02/2023	Cub Foods #1635	34.45	101-150-1501-6450	Refreshments - Commissioner Training Session
03/02/2023	Jimmy Johns - 696 - Ec	105.82	101-150-1501-6450	Dinner - Commissioner Training Session
03/19/2023	Dropbox Vntqxf6hkhz	199.00	101-160-1061-6310	annual fee for photo storage
03/01/2023	Cdw Govt #hc27568	18.70	101-160-1601-6217	20 backup tape cases
03/17/2023	Comcast St. Paul	84.90	101-160-1601-6308	Internet
03/18/2023	Vzwriss My Vz Vb P	13.12	101-160-1601-6321	Cell Phones
03/20/2023	Centurylink Lumen	88.68	101-160-1601-6321	911 Service
03/24/2023	Vzwriss My Vz Vb P	40.01	101-160-1601-6321	Verizon Air Card
03/08/2023	Monoprice, Inc.	44.15	101-160-4400-6571	TV wall mount and tray for parks conference room AV upgrades.
03/17/2023	Walmart.Com 8009666546	538.00	101-160-4400-6571	75" TV for Parks meeting room AV upgrades
03/09/2023	Wal-Mart #1472	38.80	101-201-2010-6201	Thumb Drive (256GB) for records to download large case file onto.
03/18/2023	Innovative Office Solu	11.83	101-201-2010-6201	Office supplies SO-4057800 Shipment 1 of 2 for order
03/22/2023	Innovative Office Solu	158.09	101-201-2010-6201	Office supplies SO-4057800 Shipment 2 of 2 for order
03/25/2023	Kwik Trip 24900002493	21.41	101-201-2010-6217	Exchanged Propane Tank for Blackstone
03/04/2023	Zer9 Solutions Llc	61.95	101-201-2010-6218	Handcuff Case for Uniform - Beuch uniform allowance
03/18/2023	Vzwriss My Vz Vb P	1,310.34	101-201-2010-6321	Cell Phones
03/24/2023	Vzwriss My Vz Vb P	678.96	101-201-2010-6321	Verizon Air Card
03/07/2023	Minnesota Chiefs Of Po	260.00	101-201-2010-6323	MN Chief Award Banquet Tickets for Ofc. Schmitz Family
03/07/2023	Minnesota Chiefs Of Po	130.00	101-201-2010-6323	MN Chief's Award Banquet for Ofc. Wood family
03/07/2023	Minnesota Chiefs Of Po	525.00	101-201-2010-6323	MN Chiefs (ETI) Conference fee
03/07/2023	Minnesota Chiefs Of Po	590.00	101-201-2010-6323	MN Chiefs Conference
03/08/2023	National Registry Emt	25.00	101-201-2010-6323	EMT training for Cross
03/09/2023	Minnesota Chiefs Of Po	525.00	101-201-2010-6323	ETI Conference in Duluth
03/16/2023	Glock Professional Inc	250.00	101-201-2010-6323	Glock Armorer registration fee for Sgt. Bauer
03/16/2023	Glock Professional Inc	250.00	101-201-2010-6323	Geoff Latsch Glock Armorer School
03/16/2023	Glock Professional Inc	250.00	101-201-2010-6323	Registration fee for Glock Armorer school for Officer Jacobson
03/17/2023	In The Ck Group	500.00	101-201-2010-6323	Evidence Based Interview & Interrogation- Latsch
03/20/2023	Vrbo Hadqn9b4	446.57	101-201-2010-6323	Lodging payment for MN Chiefs Conference (ETI)
03/23/2023	Wm Supercenter #1472	22.58	101-201-2019-6230	q-tips for weapon cleaning
02/27/2023	Atlas Pet Supply - Sti	104.99	101-201-2219-6231	Dog food Atlas- Stillwater
03/02/2023	Department Of Labor An	1,283.55	101-230-2301-2015	Jan Bldg Permit Surcharge
03/10/2023	Department Of Labor An	2,540.51	101-230-2301-2015	February Bldg Permit Surcharge
03/21/2023	Fleet Farm 6500	182.23	101-230-2301-6201	file scanning items
03/18/2023	Vzwriss My Vz Vb P	41.14	101-230-2301-6321	Cell Phones
03/24/2023	Vzwriss My Vz Vb P	225.06	101-230-2301-6321	Verizon Air Card
03/01/2023	Rascals Bar & Grill	95.00	101-230-2301-6323	lunch dak county education seminar provided by this department
03/02/2023	Department Of Labor An	45.00	101-230-2301-6323	spring training
03/04/2023	Travel Guard Group Inc	17.48	101-230-2301-6323	spring conference
03/04/2023	Crsi	995.00	101-230-2301-6323	spring conference
03/04/2023	Biltmore Hotel Coral G	337.87	101-230-2301-6323	spring conference
03/04/2023	Allianz Travel Ins	27.00	101-230-2301-6323	airline ticket insurance
03/04/2023	Delta 00623687287101	188.90	101-230-2301-6323	spring conference
03/05/2023	Suncntry P2divi	178.90	101-230-2301-6323	spring conference
03/21/2023	U Of M Contlearning Ol	120.00	101-230-2301-6323	ESC training
03/26/2023	Expedia.Com	165.87	101-230-2301-6323	CRSI national conference
03/10/2023	Minnesota Safety Counc	652.00	101-240-2020-6450	MN Safety Council Membership
03/18/2023	Vzwriss My Vz Vb P	41.14	101-300-3100-6321	Cell Phones
03/24/2023	Vzwriss My Vz Vb P	40.01	101-300-3100-6321	Verizon Air Card
03/14/2023	Kwik Trip 24900002493	73.26	101-301-3200-6212	Fuel
02/22/2023	Sp Acegatoer	-97.99	101-301-3200-6217	Credit for fraudulent charge from last statement
03/18/2023	Vzwriss My Vz Vb P	32.54	101-301-3200-6321	Cell Phones
02/28/2023	Minnesota Nursery And	-450.00	101-301-3200-6323	Credit for Shade Tree Short Course
03/02/2023	Tennis Sanitation Llc	141.83	101-401-5001-6311	Garbage/recycle
02/28/2023	Amzn Mktp US Hd4fu2a71	89.99	200-401-4440-6214	party wagon supplies
03/01/2023	Amzn Mktp US Hd6bc3hx2	123.66	200-401-4440-6214	party wagon supplies
03/05/2023	Amzn Mktp US H58fw82p0	223.18	200-401-4440-6214	supplies for pw
03/22/2023	Menards Cottage Grove	892.18	200-401-4440-6214	corn hold boards, movie screen cart
03/14/2023	Graffiti Solutions, In	381.16	200-401-4440-6216	graffiti remover
03/22/2023	Northern Tool Equip-Mn	26.98	200-401-4440-6217	needle nose

03/21/2023	Amzn Mktp US Hc2fn2yu1	26.65	200-401-4440-6240	Clipper Blade
03/22/2023	Menards Cottage Grove	59.05	200-401-4440-6240	small tools
03/18/2023	Vzwriss My Vz Vb P	73.68	200-401-4440-6321	Cell Phones
03/24/2023	Vzwriss My Vz Vb P	75.02	200-401-4440-6321	Verizon Air Card
03/01/2023	Mn Recreation And Park	30.00	200-401-4440-6323	mrpa workshop
03/06/2023	Mn Recreation And Park	25.00	200-401-4440-6323	mrpa workshop
03/06/2023	U Of M Contlearning Ol	25.00	200-401-4440-6323	forestry pest workshop
02/28/2023	Northern Tool Equip-Mn	378.96	200-401-4440-6353	repairs and maintenance to equip
03/21/2023	Northern Tool Equip-Mn	69.99	200-401-4440-6353	hose
03/06/2023	Amzn Mktp Us	-27.00	200-401-4440-6356	im not certain what this return amount is for?
03/09/2023	Amzn Mktp US Hg2cs9ct1	111.59	200-401-4440-6356	graffiti remover
03/11/2023	Amzn Mktp US Hg6s902m0	45.97	200-401-4440-6356	mesh
03/11/2023	Amzn Mktp US Hg1270260	85.88	200-401-4440-6356	gate latch
03/13/2023	Amzn Mktp US Hg14j0p02	29.99	200-401-4440-6356	yards of line
03/14/2023	Fleet Fam 6500	196.02	200-401-4440-6356	tarp and bin
03/24/2023	Amzn Mktp US H732z9wg0	30.96	200-401-4440-6356	clean up supplies
03/26/2023	Amzn Mktp US H77we9k91	304.87	200-401-4440-6356	supplies for clean up - they split the payment on amazon
03/15/2023	Spotify	10.70	200-401-4440-6433	music for programs and events
03/07/2023	Pop Up Party Rental	350.19	200-401-4440-6494	inflatable for rap programming
03/20/2023	Pop Up Party Rental	390.85	200-401-4440-6494	inflatables for NNO
03/17/2023	Amzn Mktp Us	-460.05	200-401-4447-6350	Return credit for Relief valves
03/08/2023	Sp Swimoutlet.Com	139.20	201-401-4240-6214	rolling equipment cart for water fitness supplies
03/12/2023	Amazon.Com Hg97q3y70 A	131.94	201-401-4240-6214	Dumbbells for Water Fitness
03/07/2023	Whentowork Inc	216.00	201-401-4240-6319	6 month for when to work for HFAC
03/08/2023	Safe Food Training	75.00	201-401-4240-6319	Mandatory Food Safety Certification
03/16/2023	Anchor Industries Inc	1,582.00	201-401-4240-6352	Guts and cables for funbrellas
03/22/2023	Amzn Mktp US H76ij93p1	11.63	210-170-1704-6450	Lock for display
03/22/2023	Amzn Mktp US H78h20401	39.76	210-170-1704-6450	Wheels
03/02/2023	Wm Supercenter #1472	333.74	213-210-2100-6211	Station cleaning supplies
03/25/2023	Amzn Mktp US Hy0hx0ok0	193.96	213-210-2100-6211	Car wash soap
03/23/2023	Kwik Trip 24900002493	28.02	213-210-2100-6212	Fuel for saws UTV, snow blower
03/16/2023	Menards Cottage Grove	70.09	213-210-2100-6217	Supplies for drill
03/22/2023	Hometown Ace Hardware	10.70	213-210-2100-6217	Paper key tags
03/23/2023	Wm Supercenter #1472	115.18	213-210-2100-6217	Station supplies - water and coffee
03/24/2023	Amzn Mktp US H74hl7zb2	82.15	213-210-2100-6217	Sqwincher
03/17/2023	National Registry Emt	140.00	213-210-2100-6218	Medic patches for uniforms
03/23/2023	National Registry Emt	140.00	213-210-2100-6218	EMT patches
03/18/2023	Vzwriss My Vz Vb P	97.62	213-210-2100-6321	Cell Phones
03/24/2023	Vzwriss My Vz Vb P	500.14	213-210-2100-6321	Verizon Air Card
03/11/2023	Amazon.Com Hg0sr5nd2 A	21.51	213-220-2200-6221	Stowaway with adjustable dividers for all ambulances and engine 1
03/17/2023	Napa Store 3279077	-22.36	213-220-2200-6221	Credit - return of wrong oil for medic 1
03/17/2023	Napa Store 3279077	34.95	213-220-2200-6221	Oil for medic 1
03/17/2023	Napa Store 3279077	22.36	213-220-2200-6221	Wrong oil for medic 1
02/28/2023	National Registry Emt	104.00	213-220-2200-6323	Registration fee to retake EMT exam
03/18/2023	J2 Efax Corporate Svc	123.59	213-220-2200-6433	Service for faxing EMS reports to receiving hospitals.
03/18/2023	Vzwriss My Vz Vb P	82.28	600-300-3300-6321	Cell Phones
03/24/2023	Vzwriss My Vz Vb P	250.07	600-300-3300-6321	Verizon Air Card
03/24/2023	Vzwriss My Vz Vb P	35.01	600-300-3300-6321	Verizon Air Card
03/09/2023	Best Western St Cloud	232.00	600-300-3300-6323	Lodging for PW Conference - Joe S
03/01/2023	Amzn Mktp US Hd6ob98b1	161.34	615-401-4103-6217	Ceiling tarps to collect leaks
03/02/2023	Kaivac	119.03	615-401-4103-6217	Kaivac Spray Gun
03/14/2023	Twin City Filter Servi	88.92	615-401-4103-6217	West Rink Dehumidifier Filters
02/27/2023	Hsem Tier 2 Reporting	0.54	615-401-4103-6433	Service Fee
02/27/2023	Hsem Tier 2 Reporting	25.00	615-401-4103-6433	Hazardous Materials annual report fees

**TOTAL** 27,707.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL	USS MN V MT LLC	HUBERS SOLAR GARDEN SUNSCR	9,670.94		
		USS MN VII MT LLC	WILDCAT SOLAR GARDEN	6,125.42		
			WILDCAT SOLAR GARDEN	6,125.42		
			TOTAL:	17,162.42		
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS, LLC	OFFICE SUPPLIES	181.93		
		SECRETARY OF STATE - NOTARY	NOTARY COMMISSION	120.00		
			TOTAL:	301.93		
CITY CLERK	GENERAL	MARTIN-MCALLISTER CONSULTING	MARCH 31 INVOICE	625.00		
		I/O SOLUTIONS, INC.	FAX ANSWER SHEETS	190.00		
			TOTAL:	815.00		
FINANCE	GENERAL	AMERICAN ACCOUNTS & ADVISERS, INC.	COLLECTION FEE	112.48		
			TOTAL:	112.48		
FACILITY MANAGEMENT	GENERAL	GILBERT MECHANICAL CONTRACTORS, INC.	CH LOW BOILER PRESSURE ALA	1,745.71		
		HOMETOWN ACE HARDWARE	FC DROP CLOTH	13.49		
			FC SHOVEL & SALT PELLETS	47.48		
			FC GARAGE DOOR HINGE & ROL	35.14		
		ELECTRO WATCHMAN, INC	FD KEYPAD REPLACED & ELECT	1,578.85		
		FERGUSON ENTERPRISES INC	FC SUPPLIES	13.83		
		STATE SUPPLY CO	PD CHILLER PUMP SEAL/GASKE	125.15		
		TERRYS HARDWARE, INC.	CH GOOBEGONE AND SCRAPER	22.98		
			PD PUNCH AND SCREWS	28.05		
			PD PLUGS	12.98		
			TOTAL:	3,623.66		
		COMMUNITY DEVELOPMENT	GENERAL	DAKOTA COUNTY PROPERTY RECORDS	RECORDING-2 VARIANCES	92.00
					TOTAL:	92.00
		I.T.	GENERAL	OFFICE OF MN.IT SERVICES	WAN/USAGE MARCH 2023	515.15
	TOTAL:			515.15		
POLICE	GENERAL	ENTERPRISE FM TRUST	APRIL CAR LEASE	442.97		
			APRIL CAR LEASE	409.04		
			APRIL CAR LEASE	398.71		
			APRIL CAR LEASE	520.24		
			APRIL CAR LEASE	541.29		
			APRIL CAR LEASE	398.71		
		SHRED RIGHT	APRIL SERVICE FEE	17.73		
		GUARDIAN SUPPLY LLC	NEW OFFICER HIRE-GORNEY	1,814.67		
			GORNEY - NEW HIRE HOLSTER	159.99		
			GORNEY - VEST FOR NEW HIRE	359.00		
		NASRO	SRO TRAINING OFFICER FREEM	550.00		
		HASTINGS VEHICLE REGIS.	TITLE 2 EXPLORERS-1417 &14	25.00		
			TITLE 2 EXPLORERS-1417 &14	25.00		
			TOTAL:	5,662.35		
PUBLIC WORKS STREETS	GENERAL	DRESSER TRAP ROCK, INC.	FA 2 CHIP	2,138.80		
		RCM SPECIALTIES, INC.	242 GALL. EMULSION-TICKET	890.56		
		SPIN CITY LAUNDROMAT, LLC.	LAUNDRER RAGS	25.00		
		CONFLUENCE DEVELOPMENT, LLC	SERVICES	36.96		
			SERVICES	36.51		
			SERVICES	108.76		
			SERVICES	483.00		

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SERVICES	10.85
			SERVICES	139.78
		HI-LINE ELECTRIC COMPANY, INC.	FITTINGS/SCREWS	204.81
		FORCE AMERICA	BATTERIES/HOSE	212.16
		HASTINGS FORD	HOSE ASSEMBLY	78.10
		NUSS TRUCK & EQUIPMENT	OIL PAN, GASKET, RETAINER,	1,039.63
			TOTAL:	5,630.01
PUBLIC WORKS STR. LIGH GENERAL		CITY OF ST PAUL	SIGNALS	31.81
			LABOR & EQUIPMENT-SIGNALS	864.00
			TOTAL:	895.81
PARKS & RECREATION	PARKS	ENTERPRISE FM TRUST	APRIL CAR LEASE	753.40
			APRIL CAR LEASE	753.40
		MIDDLETOWN CREATIVE	EVENTS FLYER	93.75
		TRACIE VANKEULEN	FACE PAINTING-SUMMER KICK	415.00
			FACE PAINTING-PARTY IN PAR	415.00
			TOTAL:	2,430.55
PARKS & RECREATION	AQUATIC CENTER	STATE SUPPLY CO	POOL, BOILER RELIEF VALVES	389.64
		TERRYS HARDWARE, INC.	POOL, MISC PARTS	36.43
			TOTAL:	426.07
FIRE	FIRE & AMBULANCE	MARTIN-MCALLISTER CONSULTING	MARCH 31 INVOICE	800.00
		SHRED-N-GO, INC.	SHREDDING SERVICE	81.89
		MN FIRE SERVICE CERT.BRD	HAZMAT OPS	1,249.50
		VOLUNTEER BENEFIT ASSN.	RENEWAL INS. POLICY-27 POC	274.00
			TOTAL:	2,405.39
AMBULANCE	FIRE & AMBULANCE	McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	14.03
			MEDICAL SUPPLIES	104.90
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	15.99
			MEDICAL SUPPLIES	501.85
			MEDICAL SUPPLIES	104.32
		LINDE GAS & EQUIPMENT INC.	OXYGEN	91.23
			TOTAL:	832.32
LEDUC	LEDUC HISTORIC EST	ELECTRO WATCHMAN, INC	LD SECURITY PANEL CHG & KE	2,161.10
			TOTAL:	2,161.10
ECONOMIC DEVELOPMENT	HEDRA	CAMPBELL KNUTSON, P.A.	LEGAL SERVICES -GENERAL MA	112.50
		ANDERSON ENGINEERING OF MN LLC	ALTA SURVEY-114 W 5TH ST	3,200.00
		TERRYS HARDWARE, INC.	RAMSEY ST DRANO	12.99
			TOTAL:	3,325.49
PUBLIC WORKS	2023 IMPROVEMENTS	BARR ENGINEERING CO.	2023 SERVICES	4,207.50
			TOTAL:	4,207.50
PUBLIC WORKS	WATER	JOHN HENRY FOSTER MN, INC.	WTP FILTERS	430.26
		FULL SERVICE BATTERY, INC.	2 BATTERIES	76.00
		HOMETOWN ACE HARDWARE	ADAPTER AND COUPLE	4.12
			CABLE TIES AND GLOVES	21.22
			VALVE GATE BRASS	12.59
			BALL VALVE	14.39
		ENTERPRISE FM TRUST	APRIL CAR LEASE	667.67

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ELECTRO WATCHMAN, INC	MAINTENANCE SHOP FALSE ALA	337.50
			FALSE ALARM AT SOUTH DOORS	<del>271.00</del>
		MOSENG LOCKSMITHING	LOCK WORK/RE-KEYING	145.86
		TERRYS HARDWARE, INC.	PHOTO BATTERY	14.97
			D BATTERIES	19.99
			TOTAL:	2,017.07
PUBLIC WORKS	WASTEWATER	ENTERPRISE FM TRUST	APRIL CAR LEASE	676.08
		WINCAN, LLC	ANNUAL VINCAN LICENSE RENE	5,050.00
			TOTAL:	5,726.08
PUBLIC WORKS	STORM WATER UTILIT	BARR ENGINEERING CO.	2023 SERVICES	2,347.50
			TOTAL:	2,347.50
PARKS & RECREATION	ARENA	ELECTRO WATCHMAN, INC	FIRE ALARM SERVICE CALL	337.50
		TERRYS HARDWARE, INC.	PLUMBING PARTS	23.11
			TOTAL:	360.61
PUBLIC WORKS	HYDRO ELECTRIC	K.R. WEST CO. INC.	OIL SAMPLES	392.56

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\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER	OPENDOOR PROPERTY LLC	US REFUNDS	<del>18.61</del> <b>VIII-01</b>
		HOWRY PROPERTIES	US REFUNDS	1.67
		THIBEDEAU, JOHN	US REFUNDS	10.77
		MN HOMES GUYS	US REFUNDS	28.34
		KITZMANN, JUDITH	US REFUNDS	33.72
		SURA, SHIRLEY A	US REFUNDS	65.09
		PARAMOUNT INVESTMENT GRP LLC	US REFUNDS	6.58
			TOTAL:	552.34

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

101	GENERAL	34,810.81
200	PARKS	2,430.55
201	AQUATIC CENTER	426.07
213	FIRE & AMBULANCE	3,237.71
220	LEDUC HISTORIC ESTATE	2,161.10
407	HEDRA	3,325.49
483	2023 IMPROVEMENTS	4,207.50
600	WATER	2,176.85
601	WASTEWATER	5,726.08
603	STORM WATER UTILITY	2,347.50
615	ARENA	360.61
620	HYDRO ELECTRIC	392.56
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	GRAND TOTAL:	61,602.83
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	795.07
			MAY 2023 LIFE INS PREMIUM	57.01
		VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	204.64
			APRIL 2023 VISION PREMIUM	18.30
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	3,235.76
			MAY 23 DENTAL PREMIUM	213.75
		METROPOLITAN COUNCIL ENVIRONMENTAL SER	MARCH 23 SAC	9,840.60
	TOTAL:	14,365.71		
COUNCIL & MAYOR	GENERAL	CENTURY LINK	PHONES	7.96
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	34.30
			TOTAL:	42.26
ADMINISTRATION	GENERAL	CENTURY LINK	PHONES	168.98
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	4.90
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	371.04
		GRAPHIC DESIGN	ENVELOPES FOR CH	452.00
		NINE EAGLES PROMOTIONS	NAME TAG-PEMBLE	10.00
			TOTAL:	1,006.92
CITY CLERK	GENERAL	CENTURY LINK	PHONES	23.87
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	14.70
			MAY 2023 LIFE INS PREMIUM	4.17
		GALLUP, INC.	WORKPLACE SURVEY 4/23 - 4/	2,916.00
	TOTAL:	2,958.74		
FINANCE	GENERAL	CENTURY LINK	PHONES	63.66
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	19.60
		DAKOTA COUNTY PROPERTY RECORDS	2023 TRUTH IN TAXATION	2,262.70
	TOTAL:	2,345.96		
FACILITY MANAGEMENT	GENERAL	CENTURY LINK	PHONES	113.28
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	4.17
		TOTAL MECHANICAL SERVICES, INC.	PD BOILER TOGGLE SWITCH	800.75
		DALCO	CH VACUUM REPAIR PARTS	195.04
			JANITORIAL SUPPLIES	346.02
			JANITORIAL SUPPLIES	346.04
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	74.77
		FERGUSON ENTERPRISES INC	CH FITTING AND GLOVES	16.40
		W.W. GRAINGER, INC.	FD FLUSH VALAVE	207.78
		TERRYS HARDWARE, INC.	CS TIMER, LED RETRO LIGHTS	71.37
			FC SUPPLIES	14.72
			FC DOOR AND LOCK LUBRICANT	13.95
			SUPPLIES	39.98
			TOTAL:	2,244.27
COMMUNITY DEVELOPMENT	GENERAL	CENTURY LINK	PHONES	23.87
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	4.90
			TOTAL:	28.77
I.T.	GENERAL	CENTURY LINK	PHONES	23.87
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	14.70
			TOTAL:	38.57
POLICE	GENERAL	SCHOWALTER, BRYAN	MN CHIEFS PER DIEM	118.50
		LOGIS/LOCAL GOVERNMENT INFORMATION SYS	MAY 2023 STATEMENT	3,338.00



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DAKOTA COUNTY FINANCIAL SERVICES	MARCH 2023 FLEET PARTS	61.67
			MARCH 2023 FLEET LABOR	471.00
			MARCH 2023 FLEET GEOTAB TE	331.50
		KYLE LINSCHIED	DULUTH ETI-CHIEFS PER DIEM	118.50
		SCHILLER CONSTRUCTION SERVICES	HPD KITCHEN REMODEL-1ST PY	7,000.00
		CENTURY LINK	PHONES	183.96
		NET TRANSCRIPTS, INC.	CASE 21-000335	30.66
		DAVID WILSKE	DULUTH ETI-CHIEFS PER DIEM	118.50
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	166.55
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	272.53
		NAVIGATE 360, LLC	ALICE INSTRUCTOR -FREEMAN	749.00
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	4,061.22
		SOUTH EAST TOWING OF HASTINGS INC	TOW BILL IC23000347	175.00
			APRIL LOT RENT	195.00
		STREICHERS	RIFLE MAGAZINES	165.89
			.223 RIFLE AMMO	1,687.68
			TOTAL:	19,249.38
BUILDING & INSPECTIONS GENERAL		CENTURY LINK	PHONES	39.79
			PHONES	7.96
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	19.60
			MAY 2023 LIFE INS PREMIUM	4.90
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	122.22
			TOTAL:	194.47
PUBLIC WORKS	GENERAL	CENTURY LINK	PHONES	39.79
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	14.95
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	49.81
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	41.32
			TOTAL:	145.87
PUBLIC WORKS STREETS	GENERAL	CENTURY LINK	PHONES	139.65
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	17.15
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	49.81
		DALCO	JANITORIAL SUPPLIES	346.02
		POMP'S TIRE SERVICE, INC.	MOUNTING, REPAIRS, VALVE S	73.00
		TRAFFICALM SYSTEMS, LLC	TRAFFIC SIGN	2,946.00
		BIRK, JOSEPH	MN DEPT AG TEST FEE/PARKIN	173.00
		BOYER FORD TRUCKS/DBA ALLIANCE	CARTRIDGE, AIR SPRING, ETC	107.14
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	6,295.22
		ENVIRONMENTAL EQUIPMENT	WATER VALVE ASSEMBLY	144.44
		ZIEGLER, INC.	BRACKET-LAMP	156.01
			TOTAL:	10,447.44
PUBLIC WORKS STR. LIGH	GENERAL	SPRING CITY ELECTRIC MFG CO	STREET LIGHT POLE, BOLT KI	1,400.00
			TOTAL:	1,400.00
PARKS & RECREATION	GENERAL	HOFFMAN-MCNAMARA	TREES FOR ARBOR DAY PLANTI	2,081.00
		RIVERTOWN TREE SERVICE LLC	BLVD TREE REMOVAL	7,808.25
			TREES REMOVED -ROADSIDE PA	1,500.00
			TOTAL:	11,389.25
NON-DEPARTMENTAL	PARKS	MANSFIELD OIL COMPANY	820 GALLONS OF DIESEL	2,899.83
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	295.16
		VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	12.20
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	624.57

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,831.76
				<b>VIII-01</b>
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	FLOOR MATS AT JMF AND TOWE	114.68
		CENTURY LINK	PHONES	225.62
		HOMETOWN ACE HARDWARE	TOILET BOWL CLEANER	3.59
			GLASS CLEANER	3.05
			PAINT SUPPLIES GARBAGE CAN	92.63
			PAINT SUPPLIES GARBAGE CAN	59.37
		NAPA AUTO PARTS	WASHER NOZZLE-FORD TRUCK	18.02
			WASHER NOZZLE/TUBE-FORD TR	10.81
			2013 FORD REPAIRS	16.48
		ISG	ROADSIDE TENNIS COURTS	2,495.00
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	53.90
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	130.07
		GRAPHIC DESIGN	LEVEE PARK EVENTS GUIDE	121.00
			SUMMER KICK OFF BANNERS	337.00
			PARTY IN THE PARK BANNER	337.00
			MAKE MUSIC DAY BANNERS	337.00
			BIKE TRAIL MAPS	214.00
		NINE EAGLES PROMOTIONS	CLOTHES-KUMMER	80.00
		SHERWIN-WILLIAMS	PAINT FOR GARBAGE CANS	312.56
		TERRYS HARDWARE, INC.	BOLTS FOR 5910	3.44
			CLIPS FOR 5910	3.58
			TOTAL:	4,968.80
PARKS & RECREATION	AQUATIC CENTER	INNOVATIVE OFFICE SOLUTIONS, LLC	FOLDERS/LABELS	28.63
			OFFICE SUPPLIES	79.64
			OFFICE SUPPLIES	107.30
		RIVER CITY STITCH	STAFF UNIFORMS	4,128.99
		CENTURY LINK	PHONES	161.03
		TERRYS HARDWARE, INC.	SUPPLIES	41.10
			TOTAL:	4,546.69
NON-DEPARTMENTAL	CABLE TV	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	1.70
		VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	3.12
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	18.40
			TOTAL:	23.22
CABLE	CABLE TV	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	0.74
			TOTAL:	0.74
NON-DEPARTMENTAL	HERITAGE PRESERVAT	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	8.40
			TOTAL:	8.40
HERITAGE PRESERVATION	HERITAGE PRESERVAT	CENTURY LINK	PHONES	7.96
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	1.23
			TOTAL:	9.19
NON-DEPARTMENTAL	FIRE & AMBULANCE	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	472.68
		VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	70.50
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	738.71
			TOTAL:	1,281.89
FIRE	FIRE & AMBULANCE	LOGIS/LOCAL GOVERNMENT INFORMATION SYS	MAY 2023 STATEMENT	330.00
		STEVENS, JAMIE	CONFERENCE/MILEAGE/OTHER	175.54
			CONFERENCE/MILEAGE/OTHER	162.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONFERENCE/MILEAGE/OTHER	15.00
		CENTURY LINK	PHONES	401.00
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	18.87
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	187.47
		GOT BRAKES LLC	REPAIR TO UTILITY VEHICLE	598.51
		EMERGENCY TECHNICAL DECON	REPAIR TO TURN OUT GEAR	85.00
		ASPEN MILLS	UNIFORMS-GAYLOR	190.10
			UNIFORMS-MCGRAW	333.33
			UNIFORMS-SUCHY	382.58
			UNIFORMS-VIALL	72.30
			UNIFORMS-USSATIS	289.90
			UNIFORMS-HECK	305.61
			UNIFORMS-WAGNER	205.29
			UNIFORMS-LATCH	148.64
			UNIFORMS-MCGRAW	621.95
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	1,915.67
		DEREK LATCH	PER DIEM CONFERENCE/MEALS	162.00
			PER DIEM CONFERENCE/MEALS	15.00
		TERRYS HARDWARE, INC.	SMALL ENGINE SUPPLIES	26.97
			TOTAL:	6,644.29
AMBULANCE	FIRE & AMBULANCE	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	79.14
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	203.03
			MEDICAL SUPPLIES	110.78
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	674.83
		LINDE GAS & EQUIPMENT INC.	OXYGEN	224.76
			OXYGEN	165.43
		ZOLL MEDICAL CORP	ELECTRODES	646.60
			TOTAL:	2,104.57
NON-DEPARTMENTAL	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	2.88
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	6.42
			TOTAL:	9.30
LEDUC	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	0.74
			TOTAL:	0.74
PARKS & RECREATION	PARKS CAPITAL PROJ ISG		LAKE ISABEL PARK REDEVELOP	1,402.50
			TOTAL:	1,402.50
NON-DEPARTMENTAL	HEDRA	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	13.54
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	42.75
			TOTAL:	56.29
ECONOMIC DEVELOPMENT	HEDRA	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	3.68
		MN POLLUTION CONTROL AGCY	VOL INVESTIGATIVE CLEANUP	375.00
			TOTAL:	378.68
INVALID DEPARTMENT	TIF 9 BLOCK 28	ANDERSON ENGINEERING OF MN LLC	ALTA SURVEY-418 VERMILLION	3,100.00
			TOTAL:	3,100.00
NON-DEPARTMENTAL	WATER	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	75.02
		VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	5.70
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	127.22
			TOTAL:	207.94

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PUBLIC WORKS	WATER	JOE SPAGNOLETTI	TECHNICAL ASPECTS PW COURS	721.00
		CENTURY LINK	PHONES	13,744.95
		VALLEY-RICH CO., INC.	WATER LINE REPAIRS-	462.45
		CORE & MAIN LP	REMOTE WIRE	27.88
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	49.81
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	926.25
		DAKOTA COUNTY TREAS-AUDITOR	MARCH 2023 FUEL	65.08
		FERGUSON ENTERPRISES INC	METER PARTS - 3 RIVERS MOB	16,129.12
		TOTAL:		
NON-DEPARTMENTAL	WASTEWATER	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	56.62
		VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	5.56
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	100.41
TOTAL:			162.59	
PUBLIC WORKS	WASTEWATER	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	19.50
		TOSHIBA AMERICA BUSINESS SOLUT	LEASE	49.81
		MCES	VACTOR PERMIT FEE	425.00
			WATER TREATMENT PLANT PERM	475.00
TOTAL:			969.31	
NON-DEPARTMENTAL	STORM WATER UTILIT	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	91.16
		VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	5.56
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	151.04
TOTAL:			247.76	
PUBLIC WORKS	STORM WATER UTILIT	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	16.07
TOTAL:			16.07	
NON-DEPARTMENTAL	ARENA	VISION SERVICE PLAN INSURANCE CO.	APRIL 2023 VISION PREMIUM	13.04
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	208.19
TOTAL:			221.23	
PARKS & RECREATION	ARENA	CENTURY LINK	PHONES	72.56
		STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	9.80
		TERRYS HARDWARE, INC.	HARDWARE	49.83
TOTAL:			132.19	
NON-DEPARTMENTAL	HYDRO ELECTRIC	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	1.82
		METROPOLITAN LIFE INSURANCE CO.	MAY 23 DENTAL PREMIUM	8.56
TOTAL:			10.38	
PUBLIC WORKS	HYDRO ELECTRIC	STANDARD INSURANCE COMPANY	MAY 2023 LIFE INS PREMIUM	2.45
TOTAL:			2.45	

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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# VIII-01

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===== FUND TOTALS =====
101 GENERAL                65,857.61
200 PARKS                   8,800.56
201 AQUATIC CENTER         4,546.69
205 CABLE TV                23.96
210 HERITAGE PRESERVATION   17.59
213 FIRE & AMBULANCE       10,030.75
220 LEDUC HISTORIC ESTATE   10.04
401 PARKS CAPITAL PROJECTS  1,402.50
407 HEDRA                   434.97
413 TIF 9 BLOCK 28         3,100.00
600 WATER                   16,337.06
601 WASTEWATER              1,131.90
603 STORM WATER UTILITY    263.83
615 ARENA                   353.42
620 HYDRO ELECTRIC         12.83
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GRAND TOTAL:              112,323.71
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*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: May 1, 2023**  
**Item: One-Day Temporary Gambling Permit for YMCA of the North, Hastings Branch**

**Council Action Requested:**

Approve the attached resolution approving the one-day temporary gambling permit for the YMCA of the North, Hastings Branch.

**Background Information:**

The YMCA of the North submitted an application for a one-day temporary gambling permit for July 23, 2023 for Duck Races to be held at Vermillion Falls Park, 215 21<sup>st</sup> East Street. This event is part of the Rivertown Days Celebration.

**Financial Impact:**

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

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 05 - - 23**

**RESOLUTION APPROVING THE APPLICATION BY  
THE YMCA OF THE NORTH FOR A  
TEMPORARY ONE-DAY GAMBLING PERMIT**

**WHEREAS**, the YMCA of the North has presented an application to the City of Hastings for a one-day temporary gambling permit on July 23, 2023 to be held at Vermillion Falls Park, 215 21<sup>st</sup> East Street, Hastings; and;

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

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

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

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

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA THIS 1<sup>ST</sup> DAY OF MAY, 2023.**

ATTEST:

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

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



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: May 1, 2023**  
**Item: Approve One-Day Temporary Gambling Permit for Hastings Family Service**

**Council Action Requested:**

Approve the attached resolution allowing the one-day temporary gambling permit for the Hastings Family Service.

**Background Information:**

Hastings Family Service submitted an application for a one-day temporary gambling permit to hold a fundraising raffle as a part of a golf tournament on June 13, 2023.

**Financial Impact:**

The associated fee has been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution



**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION NO. 05 - - 23  
RESOLUTION APPROVING THE APPLICATION BY  
THE HASTINGS FAMILY SERVICE FOR A  
TEMPORARY ONE-DAY GAMBLING PERMIT**

**WHEREAS**, the Hastings Family Service has presented an application to the City of Hastings for a one-day temporary gambling permit on June 13, 2023 to be held at the Hastings Golf Club, 2015 Westview Drive, Hastings; and;

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

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

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

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

ATTEST:

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

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



*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: May 1, 2023**  
**Item: Approve Outdoor Tent Fireworks Sales License for TNT Fireworks**

**Council Action Requested:**

Approve the attached resolution approving a Tent Fireworks Sales License at Walmart Store #1472, 1752 North Frontage Road.

**Background Information:**

The City has received and reviewed a Tent Fireworks Sales Application from TNT Fireworks, 4003 Helton Drive, Florence, AL 35630, for sales in the Walmart parking lot with proposed dates of sale from June 20, 2023 through July 5, 2023.

Issuance of the licenses are contingent on passing an inspection by the Hastings Fire Inspector.

**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 NO. 05 - -23**

**RESOLUTION APPROVING TENT FIREWORKS SALES LICENSE  
FOR TNT FIREWORKS AT WALMART**

**WHEREAS**, TNT Fireworks has submitted an application for Tent Fireworks Sales License in the Walmart parking lot; and

**WHEREAS**, approval and issuance of the licenses are contingent on passing the fire inspection.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, that the Tent Fireworks Sales License for TNT Fireworks is approved.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, MINNESOTA THIS 1<sup>ST</sup>  
DAY OF MAY 2023.**

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Mary D. Fasbender, Mayor

ATTEST:

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Kelly Murtaugh, City Clerk



### ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** Paige Marschall Bigler, Recreation Program Specialist  
**Date:** May 1, 2023  
**Item:** Special Event Designation – IDEA Pride Parade & Event

**Council Action Requested:** Designate the Pride Parade and activities coordinated by IDEA on Saturday, June 3<sup>rd</sup> and approve a one day on-sale liquor license as part of the event.

**Background Information:** IDEA is requesting to hold a Pride Parade starting at Kennedy Elementary and finishing at Levee Park, on Saturday, June 3, 2023 from 11:00 a.m. – 9:00 p.m. This is a free event and open to the public. IDEA expects 1,000 attendees. Activities include: vendors, games, live music and other family friendly activities. City Staff are supportive of the event with the following conditions:

- Event staff must properly sign all parking lots and streets utilized:
  - 'No Parking' signage posted 24 hours in advance on Tyler Street, from 10<sup>th</sup> Street to 2<sup>nd</sup> Street East
  - 'No Parking' signage posted 24 hours in advance on Lock and Dam Road
  - 'No Parking' signage posted 72 hours in advance for parking off Tyler St. near riverfront
    - Could sign these 9 spots as Handicap
  - 'No Parking' signage posted 72 hours in advance within east side of Levee Parking lot
  - The parking lot north of Art Space could be signed as 'vendor parking'
- Event organizers are responsible for the placement and removal of barricades along the parade route.
- Volunteers must be identified as event staff/volunteer for attendee questions on-site.
- Portable bathrooms are required to be contracted by event organizer. Levee Park bathrooms will be closed for the event to alleviate overuse and the need for a volunteer to restock and clean. Parks staff will sign restrooms as closed.
- Event organizers are required to work with a waste hauler for trash and recycling containers on-site. Containers must follow best management practices: paired trash with recycling and labeled.
- Tent or additional “structures” used within the park will need to be anchored with weights.
- Event organizer must receive written permission from ISD 200/Kennedy Elementary to stage parade in their parking lot
- Event organizer must receive written permission from land owner for use of lot near Levee Park
- All vendors must obtain proper permits or licenses from the Deputy City Clerk. Vendors must submit their applications at least 10 business days in advance of the event.
- Vendors must be positioned at least 10 ft. off the south side of the Mississippi River Trail for safety
- No unauthorized vehicles on City trails or sidewalks.
- Alcohol consumption area must be cordoned off in some fashion.

- Access to and egress from the alcohol service area must be staffed with security personnel at all times during service hours. Security personnel need not be uniformed but must wear something that identifies them as security. Security personnel may be volunteers of the event.
- Security personnel are expected to immediately report to the Hastings Police Department any safety issues, disorderly conduct, or behavior that may affect the safety of the event staff, attendees, or surrounding community.
- Identification checks must be made to ensure with the Minnesota alcohol consumption possession statutes.
- Wristbands required to verify compliance with age requirements.
- Event Organizers are required to hire security to be onsite for the full event timeframe.
- Hastings Police Department Officers (2) will be assigned to this event from 10:00 AM – 2:00 PM. Event organizers will be responsible for payment of staff time. These rates are charged according to City Ordinance 34.04 (a) which lists a rate of two times the hourly rate paid to the staff person who is performing services.
- Proof of insurance for the temporary liquor sales must be received by the Deputy City Clerk prior to the event.
- Hastings Police staff will connect with event volunteers one week prior to the event date.
- All event supplies and equipment will be removed by event organizers directly following the end of the event.
- Event organizers agree the site will be left in at least the condition it was pre-event.
- Any other reasonable conditions as determined by staff to ensure a successful event.

**Financial Impact:**

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

- Levee Park Rental – Tax Exempt: \$300.00

**Advisory Commission Discussion:**

n/a

**Council Committee Discussion:**

n/a

**Attachments:**

- IDEA Pride Parade - Special Event Permit Application
- IDEA Pride Parade – Route
- IDEA Pride Parade – Activity Layout
- IDEA - Temporary liquor license



## 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			
<b>Event Name:</b> Pride Festival			
<b>Name of Event Coordinator:</b> Marta Tierney		<b>Home Phone:</b> (    )	
		<b>Work Phone:</b> (    )	
<b>Name of Organization /Business Hosting Event:</b> IDEA		<b>Cell Phone:</b> (651 ) 808-0126	
		<b>E-mail:</b> admin@ideaorganization.org	
<b>Mailing Address:</b> PO Box 794 Hastings MN 55033		<b>Website:</b> www.ideaorganization.org	
<b>On Site Contact Name:</b> Marta Tierney		<b>On Site Contact Cell Phone:</b> (651 ) 651-808-0126	
<b>Type of Event (mark all that apply):</b> Downtown Event <input type="checkbox"/> Race/Run/Walk <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Fundraiser <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Festival			
<b>Date(s) Requested:</b> June 3			
<b>Date</b>	<b>Day of Week</b>	<b>Time</b>	<b>Total Hours</b>
June 3rd	Saturday	10 amm/pm to 10pm am/pm	12 hours
		am/pm to am/pm	
		am/pm to am/pm	
<b>Is this event:</b> <input checked="" type="checkbox"/> Open to the public <input type="checkbox"/> Private		<b>Will this be an annual event?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Has this event been held in another City?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<b>If yes, when was it held and where?</b> _____	
<b>Will an admission fee be charged?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<b>Will donations be accepted?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>What will proceeds from the event be used for?</b> IDEA			
<b>Anticipated Attendance:</b> Total 1000 Per Day			
<b>Will there be a tent(s) at the event?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>If yes, how many and how big?</b> 4 tents about 12x14	

Event Location Information
<b>Location of the event (including the starting line, finish line and staging/disbanding areas):</b>
The parade will start the event off which will start on Tyler St. It will then head down towards Downtown Hastings. The Festival will be at Levee park using The Pavillion Stage and area outline in the map. Event will end at 9pm and clean up will be done by 11pm.
<b>List of any City parks/facilities to be used for the event:</b>
The Pavillion, Riverwalk, Levee Park. and parade route. See map attached.
<b>Number of vehicles expected at the event:</b> TBA
<b>Describe where participants will park:</b> Public parking areas such as the public lot on 4th st. Maps will be available online, on our flyers and day of event

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

Yes  No Part of event will be using private property. Owner aware and consented.

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

### 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 Intersection of Tyler will be temp. closed as the parade is passing through

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: See map

(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: at least 20

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

If yes, please summarize: we will have marshalls, volunteers, and hired security

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: Medical tent will be on site

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):

Vendor permits will be sent/approved by Emily as in years prior

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): Food trucks will be on site

**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:

Mic and speakers will be used at the Pavillion.

**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.

*Marta Tierney*  
Signature

3/2023

Date

Please return completed form to Paige Marschall-Bigler at [pmarschall@hastingsmn.gov](mailto:pmarschall@hastingsmn.gov) or mail in to Parks Department 920 10<sup>th</sup> 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: \_\_\_\_\_



IDEA is excited to be hosting the 3rd Annual PRIDE Festival in Hastings on June 3rd from 11AM to 05 PM. The event will kick off with a Parade starting on Tyler and 10th St E (see map) heading down to Downtown Hastings. The parade is open to the public to walk or watch. No Parking signs for vehicles will be posted along route 24 hours before the event. No parking signs in downtown parking lot by the levee will be posted 72 hours in advance. After the parade a welcome Celebration will follow in Downtown Hastings. Entertainers, Music, and much more will be at the Pavillion. Private property will allow us to host activities, games, and events. The local businesses will offered a partnership in the festival. The event will be split up to quadrants with board members leading each quadrant and volunteers helping. Security will be hired for the event and have two HPD officers. Trash bins and portal bathrooms will be on site for the event. Officers will be at the event from 10am to 3pm. IDEA and staff will clean up area after the event.

## Parade Route



Parade will start on 10<sup>th</sup> St E going down to 2<sup>nd</sup> St E. Road will be Temp. blocked as the parade goes by. IDEA will work with HPD to coordinate a smooth closer/open. Barricades will be also placed as the parade goes by. Volunteers will be on hand to redirect traffic and move the barricade off the road as soon as the parade passes the street. On 2<sup>nd</sup> St E once parade is done volunteers will help direct the vehicles. Walkers will continue to the Pavillion for the welcome ceremony.





## City Council Memorandum

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** May 1, 2023  
**Item:** Resolution: Amend City Council Approval - Special Use Permit - State Licensed Residential Facility - Rise Up Recovery - 303 5<sup>th</sup> Street E

### Council Action Requested:

Consider approval of the attached resolution amending the Special Use Permit for Rise Up Recovery to require operation of the facility by July 1, 2023. The current resolution required operation by March 7, 2023 (one year after Council approval). ***Approval of the Special Use Permit requires six of seven councilmembers.***

### Background Information:

On March 7, 2022, City Council granted Special Use Permit approval to Rise Up Recovery to operate a State Licensed Residential Facility (Providence House) containing board and lodging with special services for substance use disorder recovery.

- Pre-treatment (short term emergency) - Individuals **awaiting enrollment** into a treatment program.
- Post-treatment - Individuals **enrolled** within a treatment program.

Providence House would operate as an “at-will” facility, accepting residents that choose to enter a treatment program. They would not accept those ordered by a court to receive treatment.

### Rise Up Recovery Status Update:

Rise Up continues to make upgrades to the building and plans to begin operation during the first week of May. Over the past year they have installed new water and sewer services to the home, fire sprinkler, alarm system, replaced 90% of plumbing remodeled bathrooms and made numerous ADA accommodations for wheelchairs.

### Advisory Commission Discussion:

N/A

### Council Committee Discussion:

N/A

### Attachments:

- Resolution: Amended Special Use Permit
- City Council Staff Report – March 7, 2022

**HASTINGS CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS  
AMENDING RESOLUTION NO. 03-10-22 GRANTING A SPECIAL USE  
PERMIT FOR OPERATION OF A STATE LICENSED RESIDENTIAL  
FACILITY FOR RISE UP RECOVERY AT 303 5<sup>TH</sup> STREET E**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, On March 7, 2022, the City Council adopted Resolution No. 03-10-22 granting Special Use Permit approval to Rise Up Recovery to operate a State Licensed Residential Facility (Providence House) containing board and lodging with special services for substance use disorder recovery on property legally described as all of Lot 5 and the West Half of Lot 6, Block 31, TOWN OF HASTINGS, Dakota County, Minnesota; and

**WHEREAS** Approval of the Special Use Permit was subject to certain conditions including Condition No. 16. “Approval is subject to a one-year Sunset Clause; operation must occur within one year of City Council approval or approval is null and void;” and

**WHEREAS** Rise Up Recovery failed to commence operation within one year of City Council approval; and

**WHEREAS**, Rise Up Recovery has continued to make improvements to the property and has installed new water and sewer services to the home, fire sprinkler, alarm system, replaced 90% of plumbing remodeled bathrooms and made numerous ADA accommodations for wheelchairs and anticipates operation in the near future.

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

That the City Council hereby strikes Condition No. 16 of Resolution No. 03-10-22 and replaces it with the following language:

- 16) Approval is subject to operation by July 1, 2023, or approval is null and void.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS** that all other conditions of Resolution No. 03-10-22 remain in effect.

Council member \_\_\_\_\_ moved a second to this resolution and upon **VIII-06** being put to a vote it was adopted by the Council Members present.

Adopted by the Hastings City Council on May 1, 2023, by the following vote:

Ayes:  
Nays:  
Absent:

ATTEST:

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

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

(City Seal)

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 1<sup>st</sup> day of May 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

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

(SEAL)

This instrument drafted by:  
City of Hastings (JH)  
101 4th St. E.  
Hastings, MN 55033



## City Council Memorandum

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** March 7, 2022  
**Item:** Resolution: Special Use Permit - State Licensed Residential Facility - Rise Up Recovery - 303 5<sup>th</sup> Street E

### **Council Action Requested:**

Consider approval of the attached resolution approving a Special Use Permit to operate a State Licensed Residential Facility (Providence House) containing board and lodging with special services for substance use disorder recovery. The facility would be located within a home located at 303 East 5<sup>th</sup> Street purchased from Dennis Sullivan and Martha Sullivan.

*Approval of the Special Use Permit requires six of seven councilmembers.*

### **Background Information:**

Rise Up would offer the following housing to individuals in conjunction with their counseling facility located at 507 Vermillion Street (located two blocks from 303 5<sup>th</sup> Street E):

- Pre-treatment (short term emergency) - Individuals **awaiting enrollment** into a treatment program
- Post-treatment - Individuals **enrolled** within a treatment program.

Providence House would operate as an “at-will” facility, accepting residents that choose to enter a treatment program. They would not accept those ordered by a court to receive treatment. Rise Up seeks to house 15 individuals at the home. Staff and Planning Commission recommendation is for 10 individuals.

### **Financial Impact:**

Financial impact is mixed. The housing and treatment of individuals for substance abuse may reduce the financial impact of crime within the City; operation of the facility may increase the number of police and emergency service calls at the location.

### **Advisory Commission Discussion:**

The Planning Commission voted 6-1 (nay Matzke) to recommend approval of the Special Use Permit, at the February 28, 2022 meeting. Commissioners discussed potential revocation if rules are not adhered to, staffing of facility, what happens if an individual chooses to leave, and fit for the neighborhood. Tiffany Neuharth and Dr. Jeremiah Fairbanks provided comment; no other comments were received at the meeting. The

Commission held a public hearing on February 14, 2022, tabling action pending further information. Several comments have been received from the public. Please see the attached Planning Commission Staff Report for further information. VIII-06

**Council Committee Discussion:**

N/A

**Comments from the Public:**

Several comments from the public have been received and are included as an attachment to the Planning Commission Staff Report including one comment received since the Planning Commission recommendation.

**Attachments:**

- Resolution: Special Use Permit
- Planning Commission Staff Report - February 28, 2022



**HASTINGS CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS  
GRANTING A SPECIAL USE PERMIT FOR OPERATION OF A STATE  
LICENSED RESIDENTIAL FACILITY FOR RISE UP RECOVERY AT 303 5<sup>TH</sup>  
STREET E**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, Rise Up Recovery has petitioned for a Special Use Permit to operate a State Licensed Residential Facility (Providence House) containing board and lodging with special services for substance use disorder recovery on property presently owned by Martha Sullivan and Dennis Sullivan generally located at 303 5<sup>th</sup> Street E, legally described as all of Lot 5 and the West Half of Lot 6, Block 31, TOWN OF HASTINGS, Dakota County, Minnesota; and

**WHEREAS**, on February 14, 2022, a public hearing and review of the Special Use Permit was conducted before the Planning Commission of the City of Hastings, as required by state law, city charter, and city ordinance; and

**WHEREAS**, Planning Commission review was continued to the February 28, 2022, and the Commission voted to recommend approval of the request subject to certain conditions of approval; and

**WHEREAS**, The City Council has reviewed the request and recommendation of the Planning Commission.

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

That the City Council hereby approves the Special Use Permit as presented subject to the following conditions:

- 1) Maintaining a State License for Board and Lodging with Special Services.
- 2) Maintaining a Rental Housing License from the City of Hastings.
- 3) Facility must be supervised by a Licensed Alcohol and Drug Counselor.
- 4) Facility must provide staffing seven days a week, 24 hours a day by certified recovery\support individuals such as Certified Peer Recovery Support Specialists.
- 5) No more than 10 residents may be housed. Housing shall be limited to medically stabilized pre-treatment (short term emergency) individuals and those enrolled in a qualified post-treatment program.
- 6) Residents must participate in peer recovery support services.
- 7) Facility shall maintain rules for conduct and expectations for residents served including the immediate dismissal of residents possessing illicit drugs, alcohol, and mood altering chemicals.
- 8) Pre-treatment residents shall reside and remain at the Providence House until a treatment placement is made unless accompanied by a member of the post-treatment program to attend recovery meetings only.
- 9) Residents shall be respectful of neighbors and shall refrain from going indoors or on the front steps of any residence outside of the Providence House property.
- 10) Outdoor smoking shall be limited to a designated area out of the public view that limits impact to surrounding residences.
- 11) Residents shall not gather in outdoor areas unless accompanied by staff.
- 12) Resident intake shall be by appointment only with no walk up intake services.
- 13) Transportation arrangements must be made for residents discharged from the treatment program.
- 14) The number of vehicles for residents of the facility is limited to six.
- 15) Operation must maintain the peace, tranquility, and livability of the surrounding neighborhood.
- 16) Approval is subject to a one year Sunset Clause; operation must occur within one year of City Council approval or approval is null and void.

Council member \_\_\_\_\_ moved a second to this resolution and upon being put to a vote it was adopted by the Council Members present.

Adopted by the Hastings City Council on March 7, 2022, by the following vote:

Ayes:  
Nays:  
Absent:

ATTEST:

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

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

(City Seal)

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 7<sup>th</sup> day of March, 2022, as disclosed by the records of the City of Hastings on file and of record in the office.

---

Kelly Murtaugh, City Clerk

(SEAL)

This instrument drafted by:  
City of Hastings (JH)  
101 4th St. E.  
Hastings, MN 55033



### *Planning Commission Memorandum*

**To: Planning Commissioners**

**From: John Hinzman, Community Development Director**

**Date: February 28, 2022**

**Item: Continued: Rise Up Recovery - Special Use #2022-14 - State Licensed Residential Facility  
- 303 5<sup>th</sup> Street E**

#### **Planning Commission Action Requested**

Recommend action on the Special Use Permit request of Rise Up Recovery to operate a State Licensed Residential Facility (Providence House) containing board and lodging with special services for substance use disorder recovery. The facility would be located at 303 East 5<sup>th</sup> Street. Rise Up would purchase the building from Dennis Sullivan and Martha Sullivan.

#### **February 14<sup>th</sup> Planning Commission Meeting**

The Planning Commission held a public hearing and considered the request at the February 14, 2022 meeting voting 7-0 to table the request pending further information. During the public hearing two individuals provided comment pertaining to the fit of the facility within the neighborhood and specific operational questions. Several comments were also received prior to the meeting and are attached to this report including those that were received after the Planning Commission Meeting.

#### **Information Requested by Planning Commission**

During the February 14<sup>th</sup> meeting, the Planning Commission requested further details on operation of the facility. Providence House would operate as an “at-will” facility, accepting residents that choose to enter a treatment program. They would not accept those ordered by a court to receive treatment. Rise Up has provided the following documents attached to this report outlining operations:

- Letter from Dr. Jeremiah Fairbanks a family medicine and addiction medicine physician in Hastings who serves on the board of Rise Up Recovery
- Housing Intake Agreement
- Intake Checklist
- Screening Form
- Service Initiation Policy

- American Society of Addiction Medicine (ASAM) Risk Rating Severity Matrix
- Top 11 Permissions over Apologies outlining expectations and behavior
- Certified Peer Specialist Services Qualifications
- Behavioral Emergency Procedures
- Opioid Overdose Response Utilizing Naloxone (Narcan)
- Service Termination Guidelines
- Return to Use/Discharge Policy and Procedures
- Tobacco Guidelines
- Urine Analysis (UA) and Breathalyzer Policy

Following are responses to specific questions:

- **Definition of short term, long term, and pretreatment of residents:**
  - Rise Up would offer the following housing to individuals in conjunction with their counseling facility located at 507 Vermillion Street (located two blocks from 303 5<sup>th</sup> Street E):
    - Pre-treatment (short term emergency) - Individuals **awaiting enrollment** into a treatment program
    - Post-treatment - Individuals **enrolled** within a treatment program.
- **Operation of similar facilities operated by Rise Up in Burnsville and Lakeville:**
  - Rise Up Recovery operates two additional women's recovery homes. One is located in Burnsville, MN (14632 Greenridge Ln Burnsville, MN 55306) and the other is located in Lakeville (7513 Upper 167<sup>th</sup> St. W Lakeville, MN 55044). Both homes are located in the heart of residential neighborhoods. They are each 4 bedrooms. The Burnsville residence is licensed as a Board and Lodge facility that houses 6 women and received Housing Support Funding from Dakota County. Just last week they received plan approval from MDH for their licensure application for the Lakeville home. They are pursuing licensure as a Board and Lodge Facility for that home as well which will increase its current occupancy from 4 to 6. Both of these homes provide post-treatment housing for women in recovery from substance use disorder. They provide peer recovery support services on site. The only difference is that we do not offer pre-treatment housing in either home at this time due to size.
- **Information on other similar types of operation elsewhere:**
  - Rise Up has noted they propose to offer pre-treatment and post-treatment services similar to other facilities. Staff has contacted two facilities with similar operations. Doc's Recovery operates in Rochester with a 14 bed facility as part of a larger operation within a former college campus that is separated from a residential neighborhood. Beyond Brink operates in Mankato with 13 beds located in a mostly industrial area with some homes in the vicinity. Both facilities noted pre-treatment stays are generally 2-10 days. Post-treatment stays vary in their length of time. Housing is staffed by a Peer Recovery Specialist.

- **Level of recovery\ treatment of individuals served:**
  - Rise Up will provide outpatient community based substance use disorder service. The individuals served are medically stable and some may be in early recovery and using emergency housing beds as a means of stabilization and opportunity to get connected with the services they need elsewhere; they will also have longer term recovery housing and these individuals will have been in recovery for a number of weeks to months and be stabilized. Many will be working or attending school and doing volunteer work in our community. They will be in a mentorship role to the individuals coming into the program for recovery stabilization services. They do not provide treatment services at this time, but have partnerships with various treatment providers to meet these needs. One of those programs is called Care Crossings located out of Stillwater, MN.
- **Employee staffing at proposed facility including their required expertise and duties.**
  - There is a Licensed Alcohol and Drug Counselor overseeing the home, a Certified Peer Recovery Specialist Approved Supervisor providing supervision to the employees and it will be staffed by Certified Peer Recovery Specialists. They are experts in peer recovery and have lived experience with recovery and recovery resources in our community. The home will be staffed continuously by Certified Peer Recovery Specialists with oversight from the Director who is Licensed Alcohol and Drug Counselor.
- **Daily schedule of activities – What happens in an average day, staffing, movement of residents, and services:**
  - The nature of peer recovery support is to get participants actively engaged in recovery and community so the goal is to have each participant living a productive life not limited to working, volunteering, working a program of recovery including meeting attendance. Many residents will be brought by peer recovery staff to appointments and assisted with job related activities. It could be several trips per day.
- **Expectations of resident's behavior:**
  - Residents will need to abide by certain rules associated with use of phones, curfew, smoking, visitors, belongings, group attendance, meeting attendance, chores and cleanliness, accountability, and respect to others.
- **Limitations on the number of cars allowed by residents:**
  - The number of vehicles for residents will be limited to six and none of the pre-treatment short-term emergency residents will be allowed to have vehicles.
- **Will there be a certain number of beds allocated for emergency housing beds vs longer term recovery?**
  - Uncertain at this time. They plan to allocate a minimum of 4 beds for pre-treatment housing but depending upon the need they may have a couple of more. They find tremendous value in having flexibility to meet the community needs which change from season to season.

**Analysis of Operations**

Rise Up has developed a very thoughtful and detailed plan of operations detailing rules and expectations for those served and consequences for those that may not follow the rules. The demand and needs for both pre-treatment and post-treatment of individuals has been documented. The treatment of those suffering from substance abuse can often involve a level of volatility. Do the operational procedures and rules established by Rise Up along with conditions established under a Special Use Permit mitigate any operational concerns.

Staff has shared concerns that the pre-treatment housing of individuals is subject to further restrictions of movement and activities which may be indicative of a greater chance of volatility and violation of rules. With the close proximity of 303 5<sup>th</sup> Street E to immediate neighbors the chances for disturbance may increase. The proximity of the house appears much closer to immediate neighbors than Doc's Recovery (former college campus) and Beyond Brink (mostly industrial). Would eliminating pre-treatment housing from the site be less impactful on the neighborhood and more consistent with other post-treatment and sober houses in residential areas.

Rise Up has stated the level of structure, support, and supervision, along with the requirement of medical stability upon admission, and Rise Up's operation as an "at-will" voluntary program (not accepting court mandated treatment) reduces the risk of rule violation and volatility. The structure provided at Providence house would be greater than other facilities that presently operate in Hastings. They believe the housing of pre-treatment, short term emergency individuals is essential and would provide for the greatest need within Hastings and is critical to their operation.

**Recommendation**

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

- 1) Maintaining a State License for Board and Lodging with Special Services.
- 2) Maintaining a Rental Housing License from the City of Hastings.
- 3) Facility must be supervised by a Licensed Alcohol and Drug Counselor.
- 4) Facility must provide staffing seven days a week, 24 hours a day by certified recovery\support individuals such as Certified Peer Recovery Support Specialists.
- 5) No more than 10 residents may be housed. Housing shall be limited to medically stabilized pre-treatment (short term emergency) individuals and those enrolled in a qualified post-treatment program.
- 6) Residents must participate in peer recovery support services.
- 7) Facility shall maintain rules for conduct and expectations for residents served including the immediate dismissal of residents possessing illicit drugs, alcohol, and mood altering chemicals.

- 8) Pre-treatment residents shall reside and remain at the Providence House until a treatment placement is made unless accompanied by a member of the post-treatment program to attend recovery meetings only.
- 9) Residents shall be respectful of neighbors and shall refrain from going indoors or on the front steps of any residence outside of the Providence House property.
- 10) Outdoor smoking shall be limited to a designated area out of the public view that limits impact to surrounding residences.
- 11) Residents shall not gather in outdoor areas unless accompanied by staff.
- 12) Resident intake shall be by appointment only with no walk up intake services.
- 13) Transportation arrangements must be made for residents discharged from the treatment program.
- 14) The number of vehicles for residents of the facility is limited to six.
- 15) Operation must maintain the peace, tranquility, and livability of the surrounding neighborhood.
- 16) Approval is subject to a one year Sunset Clause; operation must occur within one year of City Council approval or approval is null and void.

**BACKGROUND INFORMATION**

**Comprehensive Plan**

The property is guided Medium Residential within the 2040 Comprehensive Plan. The proposed use is consistent with the Comprehensive Plan.

**Zoning**

The property is zoned R-2 Medium Density Residence. State licensed residential facilities serving 7-16 persons is allowed via a conditional (special) use permit per Minnesota State Statutes 462.357, Subd. 8.

**Existing Condition**

The 13,851 s.f. lot contains a 3,302 s.f. home containing six bedrooms. The home was constructed in 1880 and has been used as a single family home for a number of years.

**Adjacent Zoning and Land Use**

The following land uses abut the property:

Direction	Use	Comp Plan District	Zoning District
North	Apartment and Single Family Home	Medium Residential Low Residential	R-2 Medium Density Residence
East	Duplex	Medium Residential	R-2 Medium Density Residence



South	5 <sup>th</sup> Street Single Family Home	Medium Residential Low Residential	R-2 Medium Density Residence
West	Ramsey Street Guardian Angels Townhomes	Mixed Use	R-4 High Density Residence

### Notification of Adjacent Owners

All property owners within 350 feet of the site were provided notification of the meeting. At the time of this report ten comments have been received with eight individuals in support of the approval and two individuals opposed. All comments have been attached.

### SPECIAL USE PERMIT REVIEW

#### Request

Rise Up Recovery requests the following:

*“Provide board and lodge facility with special services for substance use disorder recovery, up to 15 beds for adult men. Facility will be staffed 24/7 - we are a Christian organization, will ensure historical integrity is upheld and keep the home held to a high community standard.”*

#### Minnesota State Statutes

Minnesota State Statutes 462.357, Subd. 8. - Official Controls: Zoning Ordinance - Permitted Multifamily Use allows a state licensed residential facility serving between 7 and 16 persons to be permitted. Municipalities may require a special use permit to assure proper maintenance and operation of the facility.

#### State Licensed Residential Facility

Rise Up would apply for a state Boarding and Lodging License with Special Services upon acquisition of the property.

#### Use of the Home

Rise Up proposed to use the existing home as follows:

- Full bathrooms – 3
- Living Room Main level - 26 x 14
- Sitting Room – 19 x 12
- Dining Room – 15 x 14
- Kitchen Main level – 25 x 14
- Upstairs Kitchen – 14 x 12
- Laundry – 10 x 8
- Bedroom 1 main level – 14 x 11 (2 occupants)
- Bedroom 2 main level – 14 x 10 (2 occupants)

Bedroom 3 upper level – 14 x 14 (3 occupants)

Bedroom 4 upper level – 19 x 13 (4 occupants)

Bedroom 5 upper level – 14 x 12 (2 occupants)

Bedroom 6 upper level – 14 x 12 (2 occupants)

### **Yard and Grounds**

The site contains backyard area with a covered porch and detached garage. A six foot privacy fence is located along the east side near the driveway. The remaining backyard is surrounded by shrubbery and a picket fence.

### **Rental License**

Prior to operation of the facility the owner would need to secure a rental license from the City that would include inspection by the Building Official and Fire Marshal.

### **Parking**

Parking is provided as follows:

<b>Parking Calculation</b>	<b>Parking Requirement</b>	<b>Provided</b>
Lodging - 1 per room	6 spaces	6 spaces (3 garage, 3 driveway)

### **Occupancy Limit**

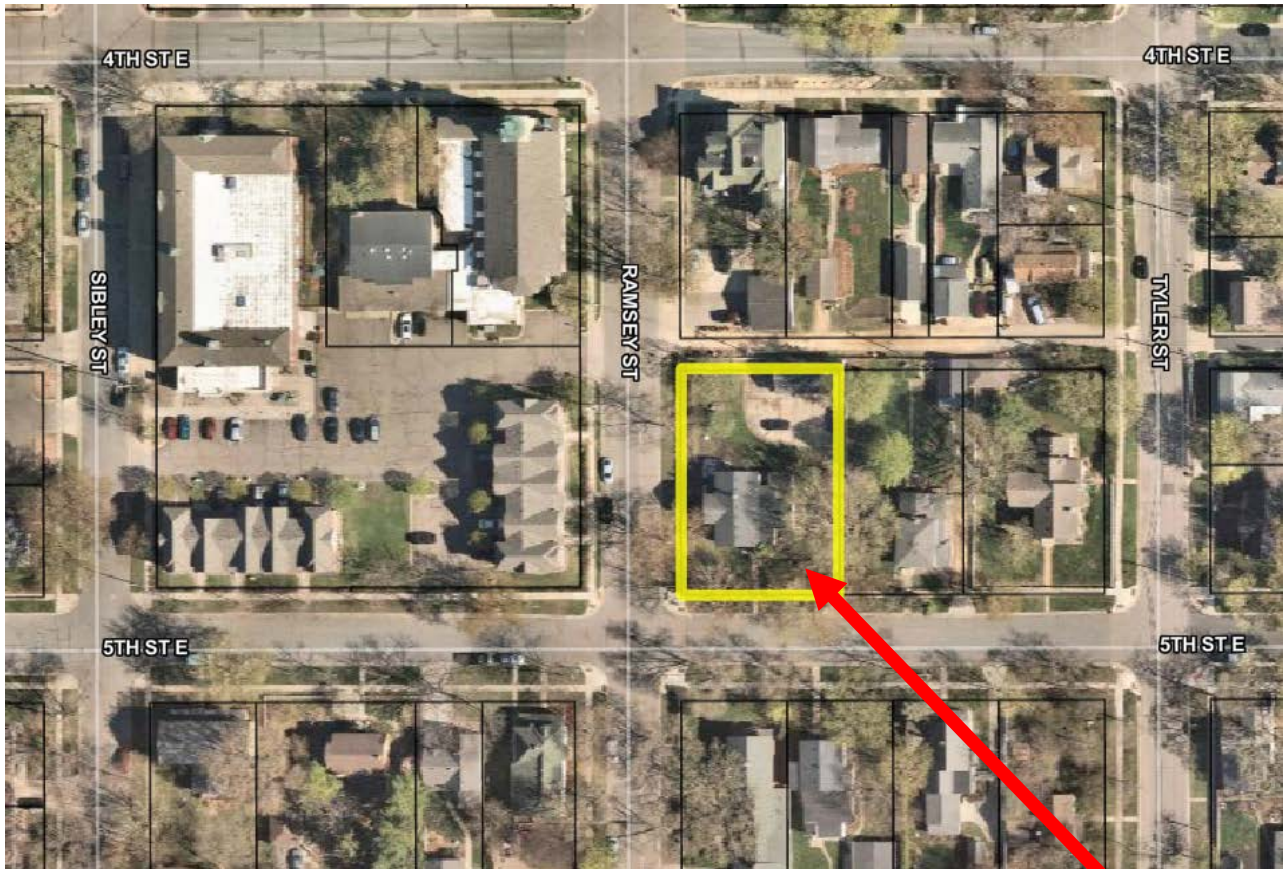
No more than 10 individuals enrolled in qualified treatment programs shall occupy the dwelling. The occupancy limit is based two people per bedroom for five of the six bedrooms with the final bedroom reserved for staff.

### **ATTACHMENTS**

- Site Location Map
- Site Pictures
- Application
- Rise Up Operational Information
  - Letter from Dr. Jeremiah Fairbanks a family medicine and addiction medicine physician in Hastings who serves on the board of Rise Up Recovery
  - Housing Intake Agreement
  - Intake Checklist
  - Screening Form
  - Service Initiation Policy
  - American Society of Addiction Medicine (ASAM) Risk Rating Severity Matrix
  - Top 11 Permissions over Apologies outlining expectations and behavior
  - Certified Peer Specialist Services Qualifications
  - Behavioral Emergency Procedures
  - Opioid Overdose Response Utilizing Naloxone (Narcan)
  - Service Termination Guidelines
  - Return to Use/Discharge Policy and Procedures
  - Tobacco Guidelines

- Urine Analysis (UA) and Breathalyzer Policy
- Comments

**LOCATION MAP**



**SITE LOCATION**

SITE PICTURES



DATE 11/7/22

PAY TO THE ORDER OF City of Hastings \$ 800.00  
eight-hundred dollars and 00/100 DOLLARS

VIII-06



MEMO Land Use App Tiffany Neuharth MP  
⑆091914370⑆ 06 383 7⑈ 5024

**Department**  
**Use Application**

Address or PID of Property: 303 5<sup>th</sup> St. E. Hastings, MN 55033

Applicant Name: Rise Up Recovery - Tiffany Neuharth Property Owner: Dennis + Martha Sullivan  
Address: 507 Vermillion St. Hastings, MN 55033 Address: 303 5<sup>th</sup> St. E Hastings, MN 55033  
Phone: 651-417-1614 Phone: 651-360-1028  
Fax: 651-240-6459 Fax: \_\_\_\_\_  
Email: tiffany@riseuprecoverymn.com Email: martha.sullivan@mpkenedyjlaw.com

Description of Request: Requesting variance to purchase this property and provide board and lodge facility with special services for substance use disorder recovery, up to 15 beds for adult men. Facility will be staffed 24/7 - we are a christian organization, will ensure historical integrity is upheld and keep the home held to a high community standard.

If requesting site plan review of multi-family units (three or more attached), are the units intended to be for sale or rental units? \_\_\_\_\_

Check Applicable Line(s)	Please Note: All Fees and Escrows are due at time of application.		
<input type="checkbox"/> Rezone	\$500	<input type="checkbox"/> Minor Subdivision	\$500
<input type="checkbox"/> Final Plat	\$600	<input checked="" type="checkbox"/> Special Use Permit	\$500
<input checked="" type="checkbox"/> Variance	\$300	<input type="checkbox"/> Comp Plan Amend.	\$500
<input type="checkbox"/> Vacation	\$400	<input type="checkbox"/> Lot Split/Lot Line Adj.	\$50
<input type="checkbox"/> House Move	\$500	<input type="checkbox"/> Annexation	\$500 plus legal expenses
<input type="checkbox"/> Prelim Plat	\$500 + escrow	<input type="checkbox"/> EAW	\$500 + \$1,000 escrow
<input type="checkbox"/> Site Plan	\$500 + escrow	<input type="checkbox"/> Interim Use Permit	\$500

Total Amount Due: \$ 800 Make checks payable to City of Hastings.  
Credit cards also accepted.

Please ensure that all copies of required documents are attached.

Tiffany Neuharth 11/6/22 \_\_\_\_\_  
Applicant Signature Date Owner Signature Date

Tiffany Neuharth - Executive Director \_\_\_\_\_  
Applicant Name and Title - Please Print Owner Name - Please Print

OFFICIAL USE ONLY  
File # \_\_\_\_\_ Rec'd By: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_  
Fee Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_ App. Complete \_\_\_\_\_

To whom it may concern,

My name is Jeremiah Fairbanks and I am writing this in support of Rise Up Recovery's proposed Providence House. I am a family medicine and addiction medicine physician in Hastings and additionally work as a telehealth addiction medicine physician through Allina system wide. I am board certified in both Family Medicine and Addiction Medicine and am a Fellow of the American Society of Addiction Medicine (FASAM). I have been published in medical journals with high impact factors on topics of addiction medicine and have presented on both a state and national level educating both addiction medicine and family medicine providers on the nuances of addiction medicine. Suffice to say I am considered by many to be an expert in the field of addiction medicine. As an addiction medicine expert, I am expected to have an intimate understanding of withdrawal evaluation and management and am further expected to be an expert reference for withdrawal management to other providers in the Emergency Department, Hospital or ICU if needed.

I say all of this to address an understandable concern brought forward in a meeting with the city of Hastings regarding the proposed Providence House. The question that was asked was "would Providence House be prepared to adequately assess safety from a withdrawal standpoint for those presenting to this location". This question is entirely appropriate given that withdrawal from some substances can result in severe complications including death. I have had the distinct pleasure of working with the team at Rise Up Recovery and its president, Tiffany Neuharth, serving on the board of directors since September 2021. During this time I have gotten to know Tiffany and I can say with great certainty that based on her training/licensure and background that Tiffany is well equipped to make safety evaluations at Providence House. I have reviewed the proposed withdrawal management/safety assessment policy for Providence House and it is very consistent with standard of care from a medical prospective. Furthermore, being on the board of directors myself, I am to be utilized as a resource on call for any complicated situations or questions regarding safety.

More than attesting to the competency of the staff of the proposed Providence House with safety evaluations, as a physician in the community who helps manage substance use disorders on a regular basis I want to stress how large of a void in comprehensive substance use disorder management that Providence House would fill. I cannot emphasize enough how important rapid access to care is when an individual with substance use disorder is in the action phase of change. Studies and personal experience have shown this over and over again. Having a safe supportive place to go is imperative and an entity the community of Hastings seems to be lacking. Not only would Providence House help fill this need but would help with downstream effects of active substance use disorders in our community including but not limited to financial strain, family separations, exacerbations of mental health conditions and housing instability. It is my sincere hope that the benefit of Providence House is as clear to you as it is to me. Furthermore I could think of nobody better than Tiffany Neuharth to oversee this project. Given this tremendous potential benefit of Providence House in comprehensive substance use disorder management and the project being led by a competent, hardworking and compassionate team I am quite certain the worth of Providence House will become evident quickly on both an individual and community wide basis.

Thank you so much for your time and consideration. I am always happy to answer questions or provide additional clarification.

Sincerely,

Jeremiah Fairbanks, DO

(651)707-3989

## **Rise Up Recovery's Resident Guidelines & Expectations**

### **Providence House Program**

The following resident guidelines have been adopted by Rise Up Recovery staff in order to promote a safe, sober, encouraging and recovery-friendly living environment to all residents. The principles of our program guidelines include: respect and honor for yourself and others, responsibility and accountability for your actions and choices, and an overall commitment to your personal recovery.

General house information, expectations, and responsibilities are as follows:

#### **1. Recovery is Our Collective Focus**

We have a "Recovery First" mentality and value system. Rise Up Recovery and Providence House exists to promote the hope of recovery, and residents residing in our programs will be encouraged and held accountable to a personal recovery commitment. We believe recovery is possible. We are here to support, encourage and empower you. Residents are personally responsible for their own recovery and should lean on staff and peer support as needed. Rise Up Recovery is a peer-based environment, founded, led and staffed by individuals with lived experience in recovery. Peer recovery support is the process of using personal lived experience in recovery to help others by offering feedback, support, and help setting personal recovery goals.

Your willingness to use your strengths to work towards recovery goals is the key to a successful recovery, and we want to help you. By staying at Providence House, you're committing to keeping recovery the focus of your journey, and understand we will offer accountability, feedback and encouragement in this collective goal of the residents in our program. We are an at-will program, meaning that anyone residing at Providence House is here by choice and we do not take "court-ordered" individuals into our program. If you at any time want to leave or find alternative programming, we will assist you in that process.

#### **2. Alcohol and/or Drug Possession or Usage Strictly Prohibited**

Above all else, Rise Up Recovery is a recovery-oriented environment. Possession of illicit drugs, alcohol, or mood-altering chemicals is strictly prohibited on the premises of Rise Up Recovery and Providence House and in all vehicles owned by the organization. Possession of or use while a resident at Rise Up Recovery's Providence House is grounds for immediate dismissal – a no tolerance policy will be followed. If you are found to have used or brought any mood-altering substances on Rise Up Recovery or Providence House property, you will be immediately discharged and escorted to an alternative program including but not limited to family member's house, emergency room, emergency shelter, detox facility, treatment program, or alternative sober housing.

#### **3. Gambling**

Gambling of any kind on the premises is strictly prohibited.

#### **4. Random UA/Drug Tests**

Rise Up Recovery administers random UA/breathalyzer/drug screenings throughout a resident's time in programming to ensure the environment is safe and substance-free. Tests may be random, at the organization's request and may or may not be monitored. Refusing to test is grounds for immediate discharge from the program.



**5. Medications and Medical Care**

All medications must be turned in to staff upon admission to be documented by Rise Up Recovery Staff. Residents are expected to be medically compliant and follow-through with any medications prescribed by a physician, in accordance with their written prescription. Rise Up Recovery is not a medical facility and is not responsible for medication tracking or administering prescriptions. Rise Up Recovery will provide locked medication storage and random medication reminders and/or support residents in connecting with medical services. If there are ongoing concerns about a resident's medication compliance, Rise Up Recovery will assist the resident in contacting their physician, nurse or health advocate for ongoing support.

**6. Visiting Hours and Visitors**

Weekly visiting hours are listed below and are limited to approved immediate family members only. Residents must confirm their visitors by Friday at noon and their visitors must check-in upon arrival and check-out upon departure in the staff office. All visitors must check in their keys, jackets, purses and sign a confidentiality form. No visitors are allowed in resident rooms; common areas only. Residents may not visit with their visitors in visitor cars. Eligible visitors may not be under the influence of any substances during their visit.

- Saturday from 1:00 to 5:00 p.m.
- Sunday from 1:00 to 5:00 p.m.

**7. Resident Rooms**

Residents are allowed only in the room they are assigned unless they are roommates. Residents are responsible for the neatness and condition of their rooms at all times, which includes beds to be made, personal belongings neatly arranged and the room free of clutter or garbage. Residents are not allowed to hang objects on the walls or in the windows. Weekly room checks will occur to ensure the cleanliness of the facility; residents will be notified if their room needs further cleaning. Staff reserves the right to enter resident rooms at any time, or inspect rooms to ensure belongings, upkeep and behavior meets the guidelines of Rise Up Recovery.

**8. Telephone**

A house phone for incoming and outgoing calls is provided for resident use in the kitchen of the house. Residents may talk in common areas. The resident phone line is (xxx)xxx-xxxx. This number should be given only to those individuals you wish to talk to during your stay at Providence House. This phone will not be available to residents during morning meditation, daily groups, or meals. There are to be no incoming or outgoing calls for residents after 10:00 p.m. or before 6:00 a.m. each day, unless under emergency circumstances. The resident phone will be answered by residents and triaged to residents; staff will not manage this phone.

No information can be disclosed about a past, present, or future resident. There is a 10-minute time limit on all phone conversations, and appropriate dialogue must be used. Being rude, yelling, swearing, or using phone during restricted times may lead to loss of phone privileges.

**9. Housekeeping and Maintenance**

The grounds and home of Providence House are community spaces that we collectively take pride in and work together to maintain. Residents are responsible for weekly housekeeping assignments for the house, which will be posted weekly. Residents are responsible for finding coverage for their chore when they have another obligation. We place high value being good neighbors and good stewards of this beautiful home; please take care of it accordingly. The resident leader will check chores weekly and

there is opportunity to earn rewards for jobs well done. Make sure you sign off on your chore when it is completed.

#### **10. Tobacco**

Rise Up Recovery is a smoke-free facility and smoking is only permitted at designated areas outdoors. Smoking or vaping indoors is considered to be a serious disrespect to the organization and facility, and a resident may be asked to leave the program if this occurs.

Use of the proper receptacles is required for cigarettes, and no cigarette butts are to be found on the grounds as a commitment to respect of the community, the culture and personal responsibility. Upkeep and respect for the grounds and neighborhood is to be adhered to at all times. *There is no smoking between the hours of weekdays Sunday through Thursday: 10pm – 6am, weekends Friday - Saturday: 11pm – 6am.*

#### **11. Mail**

Mail will be retrieved from the mailbox by staff only. After a resident moves out or is discharged from Providence House, all mail will be returned to the sender. It is a resident's responsibility to contact USPS and senders with a change of address after they move out of the facility or to make alternate arrangements for the receipt of mail.

#### **12. Personal Property – Residents**

All personal property must be inspected upon its arrival to Providence House to ensure the fidelity and safety of our program and residents. Personal property including cash, jewelry, or other valuables is the responsibility of each resident. Rise Up Recovery is not responsible for damage, theft or loss of personal property. Room and storage space is limited. Residents will be expected to limit personal belongings brought to the house and acquired during their stay. There is a 2 bag limit! Abandoned personal property will be held for 30 days after the date the resident last resided at the facility, and then recycled or donated.

Weapons, explosives, drug paraphernalia, or pornographic materials are prohibited and possession of any such items is grounds for discharged from the program. Television sets are not allowed in resident rooms in the primary program to encourage communal living and engagement with peers. Personal tablets and laptops must be checked into the staff office overnight. A community laptop is kept in the staff office for resident use and can be checked out for 30 minutes at a time and must be used in the dining room only. Computer use is limited to job applications, job searches, legal or medical business. Residents must consult staff to request other use privileges, including arranged computer use for educational purposes.

#### **13. Property – Rise Up Recovery**

Rise Up Recovery works to provide a safe, healing environment for all residents. It is expected that residents will respect the facility and furnishings by refraining from any abusive or destructive actions. Intentional destruction of the property or furnishings will be grounds for discharge from the program. Residents are also required to respect their neighbors and their property. Residents are asked to refrain from rearranging furniture or moving furniture from one room to another unless approved by the Providence House team.

#### **14. Linens and Laundry**

Clean sheets, pillowcases, mattress protectors and towels will be provided for each new resident admission. For resident stays that are longer than 1 week, linens are to be cleaned weekly. Laundry is available on the main floor of the house and residents are responsible for their personal

laundry. There is a laundry sign up sheet. Please sign up and stick to the allotted time frame to ensure everyone has access to the laundry facilities. Laundry detergent and dryer sheets are provided in the staff office. Residents are responsible for promptly removing their personal items from the laundry areas and the neatness of the area. All resident laundry must be removed from the machines by lights out each night to allow for staff laundry usage. If linens become damaged or ripped during your stay, please consult a staff member for a replacement.

### **15. Kitchen, Meals and Snacking**

All meals are provided by Rise Up Recovery, including self-service breakfast and lunch in the kitchen, and a hot meal prepared each night by residents on a rotating basis. Residents at Rise Up Recovery's Providence House are expected to participate in setting the weekly menu and helping prepare meals on a regular basis. Eating, snacking, or drinking beverages is limited to the dining areas. No eating or drinking beverages is allowed in resident rooms or shared living spaces, aside from drinking water. It is the resident's responsibility to keep the dining area clean and to adhere to personal hygiene and food safety while handling food or in the shared kitchen area.

### **16. Weekly House Meeting**

There is a weekly house meeting at (to be determined) in the dining/living area of the house. All residents are expected to attend and contribute to the next week's meal planning. Residents who are unable to attend the weekly house meeting must attend the 15-minute make-up meeting on (to be determined but the following morning) If they are unable to attend either meeting, they must meet directly with a member of the Providence House staff to receive updates, announcements, etc. After the weekly house meeting, weekly room checks will be conducted by a member of our staff. Staff will notify residents via room check slips what may need further cleaning. Rooms are expected to be clean, free of garbage, and in respectful condition each week. Residents can earn rewards by receiving clean room slips!

### **17. Program Orientation**

#### *Pre-Treatment Limitations*

The goal of the pre-treatment program is to provide a safe, sober environment for residents seeking placement in a residential treatment facility. Our goal is to provide connection and support while treatment coordination occurs. For residents in the pre-treatment program, participating in all scheduled groups, meetings and programs at the Providence House premises is required. Pre-treatment residents are expected to remain on the Rise Up Recovery's Providence House grounds until a treatment placement has been made.

#### *Post-Treatment Orientation*

In the post-treatment program, the first 2 days after admission are considered the orientation phase, in which all residents must participate in all activities and stay on the Rise Up Recovery's Providence House grounds, following limited phone schedules and utilizing this time to get to know peers, the Rise Up Recovery program, and guidelines. Once the orientation phase is completed, residents in the post-treatment program are expected to prioritize recovery, aftercare requirements and developing a consistent recovery plan, including meetings, outpatient treatment, mental health appointments, peer recovery support services and other recovery supports recommended by a resident's clinician or referring treatment provider.

**18. Program Participation**

All residents must adhere to the daily schedule and punctually attend all program activities, including morning meditation, morning groups, evening groups, extracurricular activities, volunteer and service work in our community, and gratitude meetings. Pre-treatment residents and those in the orientation phase are required to attend all program functions, and residents in the post-treatment program must attend a minimum of one group or scheduled function per day. Rise Up Recovery hosts peer recovery groups Monday through Friday at 9:00 a.m. and various recovery-related meetings in the evenings between the hours of 6:00 and 8:00 p.m. Pre-treatment residents are expected to attend all groups; post-treatment residents must attend at least one group per day.

Residents must attend a minimum of 3 recovery support meetings per week – including either AA/NA, Celebrate Recovery, Made in Christ, Smart Recovery, etc., in addition to attending peer-led recovery groups at Rise Up Recovery. Residents should have a sponsor or recovery coach, who are expected to have a minimum of one year sobriety. All residents are expected to participate in daily or weekly peer recovery support services provided on site by Rise Up Recovery staff. Residents will have the opportunity to attend church service on Sunday at New Life Evangelical Free Church at 10:45am.

**19. Employment**

*Post Treatment Residents:* Once recovery programming is established, residents may begin searching for employment, attending school, or working. If a resident in the post-treatment program has obtained employment and is working overnight, program staff must be notified for awareness of a resident working hours outside of normal curfew and sleeping hours. For residents working overnight, participation in Rise Up Recovery programming is required, including the attendance of either one morning or evening group per day, whichever the resident chooses. Employment must be conducive to recovery. Peer group attendance and weekly one on one sessions with a peer recovery specialist are required; a resident's work schedule must accommodate house expectations. Once employment is secured, employment details need to be given to program staff for financial requirements of the Housing Support program, in addition to providing Rise Up Recovery Recovery House with a general understanding of the resident's work schedule in order to coordinate alternate ways for the resident to stay engaged in Rise Up Recovery programming outside of work obligations.

**20. Leaving The House**

*Pre-treatment residents:*

Pre-treatment residents are expected to reside and remain at Rise Up Recovery's Providence House until a treatment placement is made, however they may leave the house with a member of the post-treatment program to attend recovery meetings only. Time away from Providence House is limited to 1 hour for recovery meetings, and staff must be made aware of, and approve of, the activity.

*Post-treatment residents:*

Post-treatment residents who have completed the orientation phase are free to leave the house outside of curfew hours, but must maintain participation in the required peer recovery groups, meetings and activities at Rise Up Recovery's Providence House. When leaving the house, each resident is required to sign in and out on the log located in the entryway. Accurate information is to be entered on the log, including the estimated return time. Residents are responsible for notifying staff of any change in plans while away for safety and accountability. The (TBD) door is the only door to be used by residents; the secondary door is an emergency exit only. Curfew is 10:00 p.m. Sunday through Thursday Lights out and phones, tablets, and devices turned in at 10:30 p.m.

Curfew is 11:00 p.m. Friday and Saturday Lights out and phones, tablets, and devices turned in at 12:00 a.m.

**21. Overnight Pass**

Residents may request an overnight pass, where they are allowed to be away from the house during sleeping hours, after 60 days at Rise Up Recovery's Providence House. Two non-consecutive overnights are allowed within a one-month period. Approval from staff is required, and if the overnight occurs on the weekend, approval must be obtained by Friday at noon. For overnight requests relevant to a medical or family emergency, please contact staff for approval and support.

**22. Resident Illness**

Residents must notify staff if they are having any symptoms of illness or feel sick and must refrain from touching common surfaces and equipment in the kitchen. They are to stay in their room and use the bathroom nearest their room, and are to coordinate other arrangements for meals with staff to reduce the spread of germs or illness to peers. On the second day of illness or if symptoms worsen, residents will be referred to urgent care or to contact their primary physician.

**23. Dress Code**

Appropriate attire is required at all times. Sexually explicit/revealing clothing or clothing with drug/alcohol/paraphernalia/sex/gang-related inscription or styles is prohibited. You will be asked to change immediately if any of the above clothing is worn. Staff will confiscate said attire until your time of discharge when any confiscated clothing items will be returned.

**24. Television**

No televisions are allowed in resident rooms while in the Providence House (pre-treatment and post-treatment programs) to encourage community with peers. Two community televisions are available to residents, but must be turned off during morning meditation, morning group, evening meal and evening groups. Access to television should occur only after personal recovery commitments and program-related requirements have been met, including groups, chores, etc. Televisions will be turned off at lights out to observe quiet sleeping hours overnight. Pirated movies, inappropriate content (violent, explicit, promoting use of drugs and alcohol) are not allowed, in order to keep the environment inclusive, safe and recovery-oriented.

**25. Automobiles**

Vehicles are not allowed for residents in the pre-treatment program. Post-treatment residents cannot use their car during the orientation phase (2 days), unless the resident has occupational obligations and receives approval from staff. After the orientation phase, residents must register their vehicle by completing an automobile agreement with Rise Up Recovery, and by presenting (1) a valid driver's license, (2) title card, (3) proof of insurance and (4) proof of current license plates. We have a maximum of 6 vehicles to be on the property per City of Hastings Special Use Permit. Ability to have car on site for Post-treatment residents is based on seniority.

A resident's vehicle cannot be loaned to another resident. Vehicle repairs are not permitted on Rise Up Recovery's Providence House property. Residents must respect the traffic regulations and speed limits of the City of Hastings, and be respectful of our neighbors. No loud music from vehicles is allowed. If noise becomes an issue, restrictions will be enforced including and not limited to loss of vehicle privileges.

**26. Bicycles**

Bikes must have proper equipment. Reflectors are recommended for night riding. Bikes must be stored at the bike rack closest to the facility. Rise Up Recovery recommends securing bikes to the bike rack with a lock; we are not responsible for stolen or lost bicycles.

**27. Contact Among Residents**

Respectful conduct with peer residents at Rise Up Recovery is required at all times. Rise Up Recovery residents that leave against staff advice or at staff request are restricted from contacting current house residents to ensure the safety of the program and environment.

**28. Neighbors**

Respectful conduct with other members of Hastings community and our neighborhood is required at all times, including those living next door to and in surrounding neighborhood of Rise Up Recovery Recovery's Providence House. Rise Up Recovery residents are encouraged to have healthy, supportive relationships with peers and neighbors, but are asked to do so in communal spaces only and refrain from going indoors or on the front steps of any house or residence outside from the Rise Up Recovery Providence House buildings. Neighbors must refrain from coming onto the Rise Up Recovery House living premises, including the outdoor area by the houses and entryways. Any issues identified by residents should be routed to Rise Up Recovery House staff directly.

**29. Violent or Threatening Behavior**

Violent, threatening or discriminatory behavior towards other residents or staff will not be tolerated and may be grounds for removal from the program to ensure safety of all residents, staff and guests. This includes blatant or abusive language concerning race, class, sexual preference, age, or religion, and any other profane language.

**30. Resident Confidentiality**

Residents and staff are expected to honor the confidentiality of all residents and peers. This may include any verbal, written, photographing, or other identity outside the house unless specifically authorized to do so. There may be instances when a member of our staff is taking photos or videos for marketing, documentation or fundraising-related purposes. Residents reserve the right to be included or not, and to offer consent to utilize these assets for these purposes.

**31. Resident Conduct**

Negative situations, environments, bars or any other harmful places or situations to a person's recovery are not allowed. Residents in the pre-treatment program are only allowed on the Rise Up Recovery and Providence House premises or approved program locations (meetings, medical appointments, legal appointments – accompanied by a staff member or post-treatment or step-up resident).

**32. Resident Conduct continued**

Any conduct that is detrimental to the safe and peaceful environment of Rise Up Recovery Recovery's Providence House, i.e. loud, vulgar, obnoxious language and behavior, glorifying and talking about old alcohol and drug using days is not allowed and in extreme circumstances, may be grounds for discharge.

**33. Audio/Video Surveillance**

For the safety and accountability of all residents and staff, outdoor and common areas have continuous audio and video recording. The use of these are only to ensure the safety of all residents, staff, neighbors and Rise Up Recovery property. Recordings will not be listened to or used to settle minor disputes. Signs are posted where audio/video surveillance is occurring. Posted signs constitute consent by residents and visitors. Surveillance is ONLY in the common areas and bedrooms/bathrooms are not recorded for privacy purposes. Audio/video recordings are kept confidential and viewed only by Rise Up

Recovery's Providence House staff and Program Director as needed. By signing below, you acknowledge that you have been informed of Audio/Video Surveillance and consent to its policy and procedure.

Resident Initials \_\_\_\_\_ Staff Initials \_\_\_\_\_ Date: \_\_\_\_\_

### 34. Cellphones

Cellphones are allowed at Rise Up Recovery, but they must be turned in by lights out. If a resident does not turn their cell phone in, a staff member will retrieve it. Residents in the pre-treatment program, and post-treatment residents in the 2-day orientation phase, can access their phone two times per day only, from 8:00 to 9:00 a.m. and 4:00 to 5:00 p.m. It is the resident's responsibility to retrieve their phone if they choose, and is not a staff responsibility to remind you. Outside of these hours, a public phone is available in the dining room for resident use. Phones are limited in the pre-treatment program to limit contact with negative or triggering situations, and to keep a resident's focus on recovery-oriented goals, as well as promote connection and communication with peers and peer recovery specialists. Phones are limited in the post-treatment orientation phase to allow residents to get to know one another and get established with the culture, program and peers at Rise Up Recovery's Providence House. Following is a copy of the cellphone agreement, outlining the rules and limitations of having a cellphone. This contract needs to be signed with program staff upon admission acknowledging understanding and agreement with cell-phone rules/expectations.

#### Cellphone Contract:

- a. I will register my phone number with Rise Up Recovery.
- b. I can only have one cell phone while a resident at Rise Up Recovery.
- c. During group times, I need to turn my cell phone off for respect and privacy.
- d. I am responsible for charging my own cell phone.
- e. I will respect the confidentiality of my peers and staff at Rise Up Recovery. I cannot take pictures or recordings while I am in the house.
- f. Post-treatment residents can check out cell phone after 5:00 a.m. and must check it in with staff by lights out each night.
- g. Pre-treatment residents can check out cell phone from 8:00am-9:00 am and 4:00pm-5:00pm.
- h. Lack of following these rules is a display of disrespect to the policies and culture of the program, and may prohibit continued residency at Rise Up Recovery.

Resident Initials \_\_\_\_\_ Staff Initials \_\_\_\_\_ Date: \_\_\_\_\_

### 35. Respectful Move-Out

If a resident is asked to leave, decides to leave, or successfully completes the program, they are expected to leave the program peacefully. We understand our culture may not be a fit for everyone, we are open to feedback, and are available to help you find another living arrangement if you feel there is a better fit. Recovery is our ultimate goal. We welcome the ability to help you find the arrangement that is the best fit for your recovery goals.

### 36. Additional Guidelines

Rise Up Recovery's Providence House staff will clarify the items included or omitted from the above expectations, responsibilities, and privileges, and will notify residents if and when changes have been made. The Rise Up Recovery's Providence House staff will function as a team. Any changes in the guidelines, along with addressing discrepancies, will be addressed by staff and leadership.

I have read the Rise Up Recovery's Providence House guidelines and understand the program of Rise Up Recovery's Providence House. My questions about these guidelines have been answered to my satisfaction, and I will follow them to the best of my ability. I understand that not doing so may result in my being asked to exit the program.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date



## Providence House Intake Checklist

Tasks To Be Completed by Intake Coordinator and Providence House Staff Members prior to admission	Completed By (Staff initials)	Date Completed
1. Set up interview with applicant.		
2. Complete Admission Screening Form with applicant and initial each area indicated.		
3. Forward Completed Screening questionnaire to Director for Intake approval for Pre-treatment Housing program.		
4. If medical detox is deemed necessary by assessor or director, provide referral to detox facility and require written or verbal verification from doctor of medical stability before proceeding with admission.		
5. Check BCA website and run background check.		
6. Check bed availability on Behave EHR (electronic health record) if beds are full, place applicant on waiting list.		
7. Schedule for admission and coordinate with Providence House Staff.		
8. Input applicant information into Behave.		
9. Obtain copy of DL, Insurance Card and ID if possible BEFORE Admission		
10. Print off GRH Paperwork.		

To Be Completed by Providence House Staff Upon Intake	Completed By (Staff Initials)	Date Completed
1. Greet new resident (set the tone for respect and honor), offer a snack and water.		
2. Help them carry in belongings, bring ALL belongings into staff office to be thoroughly checked.		
3. Obtain a UA as soon as resident is able. Record results.		
4. With two staff, thoroughly check new resident's belongings for any prohibited items. Check in and log valuables including phone, and any other electronics. Log medications and provide lock-box to resident with their medications secure.		
5. Complete onboarding paperwork with resident in Behave for PRS services. Obtain all necessary ROI's.		
6. Have resident complete GRH paperwork and send into county along with copy of resident ID.		
7. If they need an assessment, get assessment appointment scheduled within 24-48 hours.		

<b>8. Orient to program, go over resident agreement and ensure news resident acknowledges understanding and agrees both verbally and written.</b>		
<b>9. Provide resident with copy of Housing Agreement and orientation packet including group schedule.</b>		
<b>10. Provide a tour of the house, show smoking areas, laundry, kitchen, and show resident to their room and bathroom.</b>		
<b>11. Provide new resident with towels, linens and any other needed toiletries.</b>		
<b>12. Introduce them to their "Big Brother" and other residents.</b>		
<b>13. For all pre-treatment residents, document visual and verbal checks every 2 hours. Same for first 48 hours of those in orientation phase of post-treatment program.</b>		
<b>14. Meet with pre-treatment housing residents daily for check in and to assist with treatment coordination services.</b>		
<b>15. Within 3 days of admission, meet with each new resident and complete the Permission over Apologies form.</b>		
<b>16. Complete Recovery Wellness Plan with each resident within first 5 days of admission.</b>		

Rise Up Recovery's Providence House  
Phone Screening Form

**PART ONE - RECOVERY AND PERSONAL HISTORY**

Date of Phone Screening: \_\_\_\_\_ Completed By: \_\_\_\_\_

Program: \_\_\_\_\_ Pre-Treatment \_\_\_\_\_ Post-Treatment

**Personal Information:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ County of Residence: \_\_\_\_\_

Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Non-Binary

Current Living Situation and address:

\_\_\_\_\_  
\_\_\_\_\_

**Referral and Personal Information**

Date Housing Needed: \_\_\_\_\_

Transitioning From: \_\_\_\_\_

Most Recent Rule 25 or SUD Assessment \_\_\_\_\_

Place of Most Recent Assessment \_\_\_\_\_

**Demographic Information**

Sexual Orientation: \_\_\_\_\_ Heterosexual \_\_\_\_\_ Homosexual \_\_\_\_\_ Bisexual \_\_\_\_\_ Asexual

Cultural background: \_\_\_\_\_

Spoken and Written Language: \_\_\_\_\_

Employment: \_\_\_\_\_

Highest level of education: \_\_\_\_\_

**Substance Use and Recovery History**

What is your substance of choice?

\_\_\_\_\_  
\_\_\_\_\_

What is your last date of use? \_\_\_\_\_

Any withdrawal symptoms? \_\_\_\_\_

Is the individual an intravenous (IV) drug user? \_\_\_\_\_ No \_\_\_\_\_ Yes

Have you been to treatment for substance use, mental health or compulsive gambling? If so, how many times? Where did you go last time?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any substantial periods of abstinence? When?

\_\_\_\_\_  
\_\_\_\_\_

What are things that typically cause you to return to using substances after longer periods of

abstinence?

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Have you engaged in any unsafe behaviors while under the influence? \_\_\_\_ Yes \_\_\_\_ No

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**Family History**

What is your marital status? Any children?

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Is your family supportive of your recovery or treatment process? \_\_\_\_ Yes \_\_\_\_ No

What family members are supportive?

---

Do you want your family involved in your recovery process? \_\_\_\_ Yes \_\_\_\_ No

Any family history of substance use or mental illness in your family?

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Do you have a history of any physical, sexual or emotional abuse? \_\_\_\_ Yes \_\_\_\_ No

**Physical Health History**

Any physical concerns or physical health diagnoses?

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Do you take any medications for your physical health? Last time you you're your medication?

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Do you have a primary care provider? \_\_\_\_ Yes \_\_\_\_ No

Name and location of provider (if available)

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**Mental Health History**

Any mental health concerns or diagnoses?

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---

Any mental or learning disabilities?

---

Do you take any medications for your mental health?

---

Do you have refills for your medications?

---

When is the last time you took your mental health medications?

---

Do you see a therapist or psychiatrist? If so, name and last time you were seen?

---

**Recovery Support & Other Details**

**Do you currently have any support system for your recovery? If so, who?**

---

**What is your legal history? Any criminal charges or upcoming court dates?**

---

**Are you on probation?  Yes  No**

**Name and county of probation officer (if applicable)**

---

**PART TWO - ADMISSION SCREENING TO RISE UP RECOVERY’S PROVIDENCE HOUSE**

**Do you have any sexual offenses?  Yes  No explain: \_\_\_\_\_**

**Do you have a vehicle that you plan on having while at Providence House?  Yes  No**

**Do you have a valid driver’s license?  Yes  No  N/A**

**Do you have valid car insurance?  Yes  No  N/A**

**Are you able to walk up and down stairs?  Yes  No**

**Do you have any dietary restrictions?  Yes  No**

**If so, note here:**

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**Explain the following things at the end of the phone interview:**

**Funding**

Rise Up Recovery’s Providence House is a nonprofit funded through grants and donations. We are also funded in part through the Housing Support Program and billable peer support services. We will help fill out paperwork when you arrive to set you up with these benefits. We will also need a copy of your insurance card. If you are not covered through Housing Support, self-payment for rent may be required. The nightly rate for our pre-treatment program is \$35 and the monthly rent for our long-term program is \$954.

\_\_\_\_\_ Individual verbally acknowledges and understands (staff initials)

**[PRE-TREATMENT ONLY] – GUIDELINES**

Our pre-treatment program is designed to help offer safe, supportive housing and peer support while you wait for treatment. We are not a medical facility and do not provide detoxification services. Residents are required to be medically stable and not in need of medically monitored detoxification services. Residents in our pre-treatment program are expected to stay at Rise Up Recovery’s Providence House **24/7** until their treatment admission, outside of RUR’s sponsored events, or recovery meetings with peers. You are also required to turn in your phone upon

admission, but can access it for two hours per day, in the morning and in the evening. There is a community phone available 24/7 if needed, and we help you in coordinating your plans for treatment including transportation to treatment.

\*Do you have any questions?

\_\_\_\_\_ Individual verbally acknowledges and understands; all questions have been answered (staff initials verifying verbal consent)

\_\_\_\_\_ N/A

**[POST-TREATMENT ONLY] – GUIDELINES**

Rise Up Recovery’s Providence House is a recovery community. We offer 24/7 peer recovery support and are staffed by people with lived experience in recovery. We also have guidelines to ensure the safety of the environment. A few of the most important guidelines include:

- ❖ **Phones** - Residents must turn in their phones, tablets, and laptops in the evening.
- ❖ **Curfew** - We have a nightly curfew that residents are expected to respect.
- ❖ **Belongings** - All belongings will be checked upon admission.
- ❖ **Group Attendance** - We have daily peer recovery groups that residents are expected to attend.
- ❖ **Meeting Attendance** - We require a minimum of 3 recovery support meetings each week.
- ❖ **Chores & Cleanliness** - All residents participate in keeping their room and the house clean including cooking.
- ❖ **Accountability and Respect** - We are a respect and recovery-oriented community.

\*Do you have any questions?

\_\_\_\_\_ Individual verbally acknowledges and understands; all questions have been answered

\_\_\_\_\_ N/A

**How are you feeling about coming to Rise Up Recovery’s Providence House? (Or about going to treatment or continuing your recovery?)**

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**Staff Comments:**

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## **TREATMENT SERVICES INITIATION POLICY**

Rise Up Recovery is a Recovery Community Organization providing substance use disorder treatment/recovery services and housing services to adult males and females residing in Minnesota, due to the accessibility and its familiarity with continuing care services. Rise Up Recovery offers flexible programming to fit each person's needs and allows each person to continue to engage in employment, education, family and community obligations while receiving its services and/or referrals, or otherwise learning about their substance use disorder and its effect on their lives. Rise Up Recovery's Office Site and Community Center is located in the City of Hastings, Minnesota in a professional/retail zoned neighborhood. It's housing program, Providence House is located 2 blocks away in a residential neighborhood.

Rise Up Recovery does not discriminate against anyone during admission, discharge, or in the provision of program services in accordance with Minnesota Statutes. Discrimination on the basis of race, creed, color, national origin, religion, disability, and marital status, status in regard to public assistance, familial status or sexual preference is strictly prohibited.

### **CRITERIA FOR SERVICE INITIATION**

Rise Up Recovery utilizes the Minnesota Dimension Criteria to determine admission service initiation for treatment.

- Dimension 1-Risk levels of 0, 1 and 2 (if receiving ambulatory services through approved provider).
- Dimension 2, 3, 4, 5, and 6- Risk levels of 0, 1, and 2.
- Risk levels of 3 and 4 may or may be admitted at the discretion of the clinical supervising staff.

The following person will be admitted if any one of the following criteria is met:

- A person has been assessed or will be assessed within 3 business days as having substance use disorder and/or mental illness and requires peer recovery support and housing support services.
- A person has been assessed as chemically dependent or a chemical abuser and meets placement criteria per Rule 25. The client placement authorization will verify the appropriate level of care.
- A person has financial resources and a qualified assessment [a chemical dependency evaluation] indicates the need for peer recovery support and housing support services.

The following person will be admitted if any one of the following criteria is met:

- A person has a chemical dependency evaluation and possibly an ASUDS (Adult Substance Use and Driving Survey) indicates the need for recovery community organization education/treatment services.

A prescreening assessment has been completed as deemed high likelihood of person having substance use disorder in need of peer recovery support services and stable recovery housing.

- A person has been assessed as and meets placement criteria per Rule 25. The client placement authorization will verify the appropriate level of care.
- A person has financial resources and a documented referral from the court and is not in need of a higher level care.

## PREFERENCE

- Preferential service initiation status will be given as follows in accordance with Chapter 245G and Code of Federal Regulations, title 45, part 96.131.
  1. Pregnant injecting drug users;
  2. Pregnant substance abusers;
  3. Injecting drug users; and
  4. All others.

Documentation of assessment/evaluation in each client's file will indicate service initiation criteria is met, and that placement is appropriate. Assessment/evaluation will be completed within 3 business days of admission.

\*Rise Up Recovery will not initiate services for individuals who do not meet the service initiation criteria.  
CATEGORIES OF PLACEMENT

## Rationale for:

1. Voluntarily Court Referred Placement:
  - Treatment as a condition of probation/parole
  - To regain custody of children
  - To regain driver's license/license plates
2. Legally Ordered Treatment: Rise up Recovery Does NOT accept Legally Ordered Residents. Residents MUST BE voluntary for consideration of admission.
  - Emergency/court hold order
  - Court Commitment – Chemical Dependency
  - Criminal Court Order
  - Civil Court Order
  - Physician Emergency
3. Voluntary Placement:
  - Lose custody of children
  - To avoid loss of relationship
  - To maintain employment
  - To retain professional license
  - To secure safe sober housing and prevent homelessness
  - Other

## REFERRAL SOURCES

## Court Services

- Commitments/pre-petition screening
- Treatment or discharge evaluation ordered as a referral of probation/parole.
- Law enforcement/corrections referral
- Federal Probation

## Self-Referral

- Client is self-pay or has insurance to cover Recovery Community Organization treatment services.
- Family/relatives/friend/neighbor.

## Community Providers/Professional Services

- School
- Employee Assistance Plan/Employer



- Clergy
- Information and referral agencies
- Rule 25 assessors

Health Care Facility

- Mental health center
- Crisis center
- Another substance use disorder treatment facility
- Medical facility/hospitals
- HIV/Aids support programming

Referral Agencies will be contacted regarding:

- Admission of person into treatment
- Verification of funding approval
- Input into the Individual Treatment Plan
- Input in continue care planning

The Director may authorize admissions. If additional screening for medical stability and withdrawal risk assessment is required, Dr. Jeremiah Fairbanks, OD will be consulted as needed. Director, Tiffany Neuharth, will handle such consultation. The Director may give the directive to other staff to carry out her instructions via telephone if she is off the premises at the time.

ASAM Risk Rating Severity Matrix					
	None / 0	Low / 1	Moderate / 2	High / 3	Severe / 4
<b>Dimension 1</b> Acute Intoxication and/or Withdrawal Potential	Fully functioning, no signs of intoxication or withdrawal present.	Mild to moderate ability to tolerate or cope with withdrawal	Difficulty tolerating or coping with withdrawal	Poor ability to tolerate or cope with withdrawal	Incapacitated with severe signs and symptoms
<b>Dimension 2</b> Biomedical Conditions and Complications	Fully functioning and able to cope with any physical discomfort or pain	Mild to moderate ability to tolerate or cope with physical discomfort or pain	Difficulty tolerating or coping with physical discomfort or pain	Poor ability to tolerate or cope with physical discomfort or pain	Incapacitated with severe medical problems
<b>Dimension 3</b> Emotional, Behavioral, or Cognitive Conditions and Complications	Good impulse control and coping skills	Adequate impulse control and coping skills	Difficulty managing symptoms, frequent symptoms and needs	Poor ability to control impulses, lack of coping skills to control harm to self and/or others	Severe psychiatric symptoms, high risk of harm to self and/or others
<b>Dimension 4</b> Readiness to Change	Willing, engaged in treatment	Willing able to explore change	Reluctant to agree to treatment, low readiness to change	Unaware of need to change, not engaged in treatment	No immediate action needed if there's low motivation to change but no imminent risk of harm to self/others  Immediate action needed if there is high risk of harm to self or others
<b>Dimension 5</b> Relapse, Continued Use, or Continued Problem Potential	Low or no potential for relapse, good coping skills	Minimal relapse potential, fair ability to care for self	Impaired ability to recognize relapse signs, able to self manage with prompting	Little ability to recognize relapse signs, poor coping skills to avoid relapse	No immediate action needed if poor skills to avoid relapse but no risk of harm to self  Immediate action needed if member has no skills to cope with addiction and there is risk of harm to self
<b>Dimension 6</b> Recovery Environment	Supportive environment and/or able to cope in environment	Able to cope, even if support is not adequate	Nonsupportive environment, client can cope with clinical help	Nonsupportive environment, client having problems coping with with clinical help	No immediate action needed if member is in a nonsupportive or hostile environment but is able to cope  Immediate action needed if member is in a nonsupportive, hostile environment and isn't safe

**Providence House Top 11 Permissions over Apologies**  
Reminder of Key Guidelines in the Housing Program

**Name:** \_\_\_\_\_ **Program I'm In:** \_\_\_\_\_

\_\_\_\_\_ **Phones:** I understand that residents can have one phone during their time at Providence House. Pre-treatment residents can access their cell phone (2) times daily, from 8:00 to 9:00 a.m. and 4:00 to 5:00 p.m. It is the *resident's responsibility* to check out their phone if they choose. For post-treatment residents, all phones, tablets and computers must be checked into the staff office by lights out each night.

\_\_\_\_\_ **Curfew:** I understand that residents in the pre-treatment program are to remain at Providence House for the entirety of their stay until admission into a residential treatment program. Pre-treatment residents can only leave the premises for recovery meetings with a peer in the post-treatment program or staff. The curfew for post-treatment residents is Sunday through Thursday at 10:00 p.m. and Friday and Saturday at 11:00 p.m.

\_\_\_\_\_ **Smoking:** I understand there is no smoking, vaping or chewing tobacco use in the house, and only in designated smoking areas. I understand I am to be a good steward of Providence House property and grounds by only placing cigarette butts and garbage in receptacles and garbage cans. I acknowledge that there is NO smoking between the hours of 10pm – 6am Sunday through Thursday and 11pm – 6am Friday and Saturday. We want to be good neighbors and I agree to be mindful of noise and respectful in conversation while in designated smoking areas.

\_\_\_\_\_ **Visitors:** Visiting hours are Saturday and Sunday from 1:00 to 5:00 p.m. and must meet in common areas. Visitors are limited to immediate family members only and are not allowed on the premises if they are under the influence of mood altering chemicals. All visitors must sign in upon arrival and sign out upon departure. All visitors are expected to adhere to program rules and expectations.

\_\_\_\_\_ **Belongings:** I understand my belongings will be checked upon admission. All new belongings purchased or obtained during my time at Providence House need to be checked in with staff prior to taking them to my room.

\_\_\_\_\_ **Group Attendance:** I understand that pre-treatment residents must attend all scheduled meetings and activities during their stay at Providence House and that post-treatment residents must attend a minimum of one meeting or activity at Providence House per day.

\_\_\_\_\_ **Meeting Attendance:** I understand I am expected to attend a minimum of 3 AA/NA or other recovery support group meetings per week, or another recovery support meeting I agree upon with program staff.

\_\_\_\_\_ **Chores & Cleanliness:** I understand I am expected to do my weekly chores as assigned and contribute to the clean upkeep of the grounds and my room. I will keep my room clean and free of clutter and understand the general cleanliness of my room will be checked weekly.

\_\_\_\_\_ **Accountability:** I understand that accountability at Providence House is intended to keep all residents safe by ensuring a substance-free, recovery-oriented environment. I understand I will be given random UAs and that my room may be inspected.

\_\_\_\_\_ **Respect to Others:** I understand I must treat my peers with respect, including respecting their belongings, their recovery, their progress, their privacy and their space. I understand that progress for one person may not look the same as the next and I am to be respectful of the process of recovery in each resident's life.

\_\_\_\_\_ **Recovery-Oriented:** I understand that Providence House is a recovery community and that I will only get out of it what I put into it. I understand it is my responsibility to treat my peers with respect, to focus solely on my recovery and to put my recovery first. I understand these are the guidelines of my **voluntary admission** into Providence House and agree to respect and comply with these requirements during my time in the program. I understand that not doing so may result in a loss of privileges or discharge from the program.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FROM Minnesota Certification Board's website: <https://www.mcboard.org/peer-recovery/>

### **Definition of Peer Recovery Specialist**

Peer Recovery Specialists help a person become ready and willing to seek treatment (if needed) and enter recovery by helping the person explore their options for recovery or treatment. Peer Recovery Specialists ask questions, offer insight, and help service recipients as they become whole, resourceful, and capable of choosing what is best for them.

Peer Recovery Specialists use a strengths-based approach helping service recipients find and utilize their values, assets, and strengths while supporting them in achieving success. They recognize that it is normal for recovering service recipients to have gaps in their skills or development. The role of the specialist is to help service recipients recognize and fill these gaps with the skills needed. Peer Recovery services focus on the present and future and are based on partnership with the recipient.

The role of Peer Recovery Specialists can be viewed on a continuum of services and falls between the role of recovery support individuals/recovery sponsor and the substance abuse or mental health counselors. The role of the Peer Recovery Specialist has emerged from the recognition of a need to reconnect substance abuse and mental health treatment to the larger continuum of recovery management. The peer is not a sponsor or a therapist but rather a role model, mentor, advocate, and motivator.

### **Requirements for Certification of Peer Recovery Support Specialist**

- **Initial Training:** 46 hours of training provided by approved training program
- **Opioid Use Disorders Training:** The initial 46 hours of training will include information on the principals and the characteristics of substance use and opioid use disorder, evidence-based approaches to their treatment, and understanding of Medication Assisted Treatment (MAT) and the potential for rejection of MAT as part of treatment by some cultural communities. This will provide certified peer recovery specialists with critical information that will help them to be effective in the work with peers.
- **Approved Education Providers:** The initial 46 hours of training must be provided by an approved training provider. This will help to ensure that applicants will receive quality training that is consistent with the standards of the credential. MCB will offer a list of approved providers on its website.
- **Supervision Requirement:** MCB has simplified its supervision requirements for the CPRS credential. Under the new requirements, if you are employed as a Peer Recovery Specialist by a Department of Human Services licensed facility or a Recovery Community Organization (RCO) (as defined by Minn. Stat. § 254B.01, subd. 8), you will be supervised by a licensed professional at that facility and MCB will have no additional requirements

for supervision. If you are practicing as a Peer Recovery Specialist outside of a Department of Human Services licensed facility or a Recovery Community Organization, you must be working under the supervision of an MCB approved supervisor or Certified Peer Recovery Specialist Reciprocal (CPRSR) and maintain logs of your supervision.

- **Exam:** Must have a passing score on the IC&RC Peer Recovery exam.
- **Increased Continuing Education.** MCB has increased the hours of continuing education necessary during each two-year recertification period from 20 hours to 30 hours. This change will help to keep certified peer recovery specialists apprised of the vast amount of information necessary to be successful in their roles. You will be expected to demonstrate 30 hours of continuing education (including a minimum of 6 hours in professional ethics and responsibilities) at the time of your recertification.

*Taken from IC&RC (International Certification Reciprocity and Consortium)*

### **Training Domains of CPRS:**

Domain 1: Advocacy - Associated Tasks:

- Relate to the individual as an advocate.
- Advocate within systems to promote person-centered recovery/wellness support services.
- Describe the individual's rights and responsibilities.
- Apply the principles of individual choice and self-determination.
- Explain importance of self-advocacy as a component of recovery/wellness.
- Recognize and use person-centered language.
- Practice effective communication skills.
- Differentiate between the types and levels of advocacy.
- Collaborate with individual to identify, link, and coordinate choices with resources.
- Advocate for multiple pathways to recovery/wellness.
- Recognize the importance of a holistic (e.g., mind, body, spirit, environment) approach to recovery/wellness.

Domain 2: Ethical Responsibility - Associated Tasks:

- Recognize risk indicators that may affect the individual's welfare and safety.
- Respond to personal risk indicators to assure welfare and safety.
- Communicate to support network personal issues that impact ability to perform job duties.
- Report suspicions of abuse or neglect to appropriate authority.
- Evaluate the individual's satisfaction with their progress toward recovery/wellness goals.
- Maintain documentation and collect data as required.
- Adhere to responsibilities and limits of the role.
- Apply fundamentals of cultural competency.
- Recognize and adhere to the rules of confidentiality.
- Recognize and maintain professional and personal boundaries.

- Recognize and address personal and institutional biases and behaviors.
- Maintain current, accurate knowledge of trends and issues related to wellness and recovery.
- Recognize various crisis and emergency situations.
- Use organizational/departmental chain of command to address or resolve issues.
- Practice non-judgmental behavior.

Domain 3: Mentoring and Education - Associated Tasks:

- Serve as a role model for an individual.
- Recognize the importance of self-care.
- Establish and maintain a peer relationship rather than a hierarchical relationship.
- Educate through shared experiences.
- Support the development of healthy behavior that is based on choice.
- Describe the skills needed to self-advocate.
- Assist the individual in identifying and establishing positive relationships.
- Establish a respectful, trusting relationship with the individual.
- Demonstrate consistency by supporting individuals during ordinary and extraordinary times.
- Support the development of effective communication skills.
- Support the development of conflict resolution skills.
- Support the development of problem-solving skills.
- Apply principles of empowerment.
- Provide resource linkage to community supports and professional services.

Domain 4: Recovery/Wellness Support - Associated Tasks:

- Assist the individual with setting goals.
- Recognize that there are multiple pathways to recovery/wellness.
- Contribute to the individual's recovery/wellness team(s).
- Assist the individual to identify and build on their strengths and resiliencies.
- Apply effective coaching techniques such as Motivational Interviewing.
- Recognize the stages of change.
- Recognize the stages of recovery/wellness.
- Recognize signs of distress.
- Develop tools for effective outreach and continued support.
- Assist the individual in identifying support systems.
- Practice a strengths-based approach to recovery/wellness.
- Assist the individual in identifying basic needs.
- Apply basic supportive group facilitation techniques.
- Recognize and understand the impact of trauma.

## Behavioral Emergency Procedures

### Purpose:

To establish guidelines for how Rise Up Recovery staff will respond to a participant who exhibits behaviors that are threatening to him/herself or others.

### Policy:

Rise Up Recovery recognizes that, at times, a participant may require additional support to fully benefit from treatment services. Staff members are expected to access and provide supports needed by the participants served. Examples include, but are not limited to, environmental supports, verbal prompts, written expectations, clarification of rules/responsibilities, and praise/encouragement. Even with these supports in place, there will be times when a participant continues to show signs of fear, anger, and/or pain, which may lead to agitation and/or aggression. Staff members are trained to recognize and respond to such behaviors through the use of proactive and nonviolent interventions strategies such as deescalation, changes to the physical environment, implementation of meaningful and engaging activities, redirection, active listening, etc.

In the event a participant's behavior escalates to the point that he or she becomes threatening to him/herself or others, Rise Up Recovery staff members will implement behavioral emergency procedures. These procedures will not be used to enforce facility rules for the convenience of staff, or be part of any participant treatment plan. Additionally, at no time will the procedures established by this policy be used for any reason other than to respond to specific, current behaviors that threaten the safety of the participant or others. Behavioral emergency procedures will not include the use of seclusion or restraint.

In the event of an emergency where staff member must leave the premises to assist with transporting a resident to hospital, detox, etc an on-call staff member will be contacted. If unable to reach on-call staff member, program director will be contacted. Providence House will never be left unstaffed at any point in time, for any reason.

### Procedure:

1. Attempt to verbally deescalate the participant.
2. Remove all other participants from the area. Residents are to return to their bedrooms and close the door until staff gives the all clear.
3. If threatening behavior continues or a crime has been committed, any staff person can call 911.
4. The incident will be documented in the participant's chart.
5. No seclusion, physical or chemical restraints will be used.
6. The Behavioral Emergency Procedures policy will be reviewed and approved prior to implementation and on an annual basis thereafter. Additional reviews will be conducted as necessary and appropriate measures and/or modifications will be implemented.



## Opioid OD Response Utilizing Naloxone (Narcan)

### Purpose:

To establish a protocol and procedure for Rise Up Recovery staff in response to a suspected opioid overdose.

### Policy:

Opioid overdose can lead to respiratory depression and death if not managed appropriately. Opioid receptor antagonists such as naloxone (Narcan) can be used to temporarily reverse the adverse side effects of opioids.

All staff member is to be trained in administration of Naloxone within 2 weeks of employment. Any staff member who has successfully completed training on opioid overdose response and naloxone (Narcan) administration is authorized to administer naloxone to a person who is believed to be experiencing an opioid overdose.

### Procedure:

Each facility will keep a supply of Naloxone in its emergency supply kit where it can easily be accessed by staff in the event of a suspected overdose. At minimum, each kit will contain either (2) 0.1ml intranasal spray units of Naloxone Hydrochloride (concentration 4mg/0.1ml) or (2) 1cc vials of Naloxone with (2) 3ml syringes with 25g 1" needles. Naloxone supply will be monitored monthly by the nurse manager to ensure that stock is replenished when used or expired. Expired naloxone will be destroyed via the facilities medication destruction policy.

### Staff Training Requirements:

Staff must successfully complete opiate overdose response training prior to administering naloxone. The training will be provided by a registered nurse and will include indications for use and proper administration and response protocols. Upon completion of the training session, staff will be assessed by the trainer on their understanding of the information and their comfort with the basic components of overdose response.

### Protocol for Administering Naloxone:

In the event of a suspected opioid overdose, call 911 and the initiate one of the following procedures:

#### Protocol utilizing intranasal naloxone:

- o Retrieve (1) intranasal naloxone kit from the facility's emergency supply kit containing two 0.1ml intranasal spray units Naloxone Hydrochloride (concentration 4mg/0.1ml).
- o Open box and remove the 2 units.
- o Peel back tab on one unit.
- o Place thumb on plunger and first and middle fingers on outside of the plunger.

- o Tilt persons head back.
- o Place the tip of the unit inside the nostril until your first and middle finger are against nostril.
- o Push plunger till plunger stops inside of the unit.
- o Begin rescue breathing until the person experiencing the overdose beings to breathe on their own and shows signs of responsiveness.
- o Administer second dose (0.1ml) of naloxone if there is no response after approximately 2-3 minutes.
- o Remain with the person until emergency medical personnel arrive.

**Protocol utilizing IM naloxone:**

- o Staff will retrieve (1) naloxone kit from the facility's emergency supply kit. The kit contains two 1cc vials of Naloxone Hydrochloride (concentration .4mg/ml) and two 3m I syringes with 25g 1" needles.
- o Pop off the orange cap from the vial of naloxone, exposing the rubber seal.
- o Open one intramuscular syringe with needle.
- o Draw the enter contents of the 1cc vial of naloxone into the syringe.
- o Inject the naloxone into the muscle of the upper, outer shoulder or the front, outer thigh.
- o Begin rescue breathing until the person experiencing the overdose beings to breathe on their own and shows signs of responsiveness.
- o Administer second dose (1cc) of naloxone if there is no response after approximately 2- 3 minutes.
- o Remain with the person until emergency medical personnel arrive.

## **Service Termination Guidelines Residential**

All service terminations regardless of status will follow the guidelines below:

- Documentation of incident and/or situation relating to discharge including discharge status, how the resident left and where they went. This documentation will be made a part of the resident's chart.
- Resident will be advised of their rights and responsibilities and the reason for the discharge status.
- Residents may file a grievance should they wish to contest their discharge status.

### **CONDITIONS AND PROCEDURES:**

#### **With Staff Approval (WSA)**

Conditions for With Staff Approval discharges may include but are not limited to:

- Completion of individual treatment goals or steady progress towards completion of treatment goals
- Progress toward a lower level of risk as defined by the Minnesota Matrix Placement Dimension Rating and documented by the resident's practitioner in resident record.
- Attendance and participation in lectures, groups, and other therapeutic activities.
- Development of a continuing care plan
- Expectations will be communicated to the resident by a licensed professional during initial treatment session and documented in the progress notes and notes on the individual treatment plan.

Procedures for WSA discharge

- Resident and treatment team meet to develop a continuing care plan.
- Contact referral source.

#### **Provisional Discharge (PD)**

Conditions for Provisional Discharge may include but are not limited to:

- A committed resident can receive a provisional discharge after completing the above requirements for WSA discharge.

Procedures for Provisional Discharge

**Procedure to follow for residents discharged with staff approval, provisionally, or transferred to another facility, who have been committed under the Minnesota Commitment Act, Minnesota Statutes, Section 253b.16, subdivision 2**

- The director or designee shall notify the appropriate agency.
- The resident's documented list of individuals referred to on commitment papers shall be notified by certified mail with the following information:
  - The proposed date of provisional discharge.
  - The date, time and place of the continuing care planning meeting with the treatment team to discuss follow-up plans.
  - The fact that the resident will be present.
  - This information shall be sent at least a week in advance of the meeting.

Additionally, the director or designee shall notify the resident's spouse, or if there is no spouse, then an adult child, or if there is none, the next of kin of the resident:

- Of the proposed discharge.
- The notice shall be sent to the last known address of the person to be notified by certified mail with return receipt; and
- The fact the next of kin may attend that staff meeting and present any information relevant to the discharge of the resident.

The above individuals will be notified with proper release of information documentation in resident record.

**Administrative Discharge (AD)**

Conditions for Administrative Discharge may include but are not limited to:

- Loss Of Financial Support
- Ancillary service providers and treatment team agree on an alternative course of action with resident.
- Medical Discharges

Procedures for Administrative Discharge

**Medical Discharge**

- Contact appropriate medical resource.
- Resident and treatment team meet to discuss options.
- Contact referral source.
- Develop a follow-up plan, discharge summary and continuing care plan.
- Transportation will be arranged and/or provided.

**Loss of Funding**

- Resident and treatment team meet to discuss options.
- Develop a follow-up plan, discharge summary and continuing care plan.
- Contact referral source.
- Transportation will be arranged and/or provided.

**Against Staff Advice (ASA) Discharge**

Conditions for Against Staff Advice discharge may include but are not limited to:

- Resident leaves treatment prematurely.

**Procedures for Against Staff Advice**

- Resident and treatment team meet to develop a follow-up plan, discharge summary and continuing care plan if able.
- Contact referral source.
- Provide resident referrals as appropriate for the client's needs and offer to assist the client to access the services.

**At Staff Request (ASR) Discharge**

Conditions for At Staff Request discharge may include but are not limited to:

- Resident who engages in sexual activity with another resident and chooses not to discontinue such activity/relationship interactions while in treatment.
- Resident who engages in sexual harassment of other residents or staff.
- Resident who makes threats, or becomes violent with other residents or staff.
- Resident who violates program rules and resident responsibilities.

- Resident who fails to make progress toward their treatment goals and refuse to participate in the scheduled program.
- Resident who exhibits behavior that requires a higher level of care (return to substance use or bringing substances on property or vehicles).
- Resident who is involved in the commission of a crime against a license holder, including property, people, etc.
- Resident who smokes in prohibited areas.

Procedures for ASR discharge:

- When a resident is being discharged ASR, the resident's file must include documentation describing the reasons for the discharge, the alternatives considered or attempted before discharging, and why the decision to discharge ASR is warranted.
- Terminations involving an individual is in need of a higher level of substance disorder treatment will be referred to a facility that is capable of admitting them.
- Contact referral source and other significant professionals and emergency contacts involved in current resident care.
- Provide resident referrals as appropriate for the client's needs and offer to assist the client to access the services.
- Best practice is to wait to inform the resident until transfer and transport arrangements are made.
- Once the transfer and transport arrangements are made and the resident is informed, they should be monitored by staff to ensure campus and resident safety.

**Procedure to follow when resident is involved in the commission of a crime against a license holder's employee or on a license holder's property, consistent with Code Of Federal Regulations, Title 42, Section 2.12(c)(5).**

- Call local County Sheriff
- Contact the Director or designee.
- Referral source will be informed immediately of resident's departure.

**Community Resources** that may be utilized if resident is considered inappropriate for continued stay at a Rise Up Recovery program.

- Referral Source
- Hospital/County Medical Centers

- County Mental Health Center
- County Adult Social Services
- County Human Services
- County Crisis Unit
- United Way Information and Referral Services
- Other substance abuse programs

**Discharge Authority**

- The Treatment Director will authorize all At Staff Request discharges. Contact the Director for approval and guidance, Directors may give the directive to other staff to carry out their instructions for ASR termination of services via telephone if they are off premise at the time.
- The Director and a Licensed Counselor may authorize service terminations other than ASR.

### Rise Up Recovery's Return to Use/Discharge Policy and Procedures

Above all else, Rise Up Recovery's Providence House is a recovery-oriented environment. Possession of illicit drugs, alcohol, or mood-altering chemicals is strictly prohibited on the premises of Rise Up Recovery and Providence House and in all vehicles owned by the organization. Possession of or use while a resident at Rise Up Recovery's Providence House is grounds for immediate dismissal – a no tolerance policy will be followed. If a resident is found to have used or brought any mood-altering substances on Rise Up Recovery or Providence House property, they will be immediately discharged and escorted to an alternative program including but not limited to family member's house, emergency room, emergency shelter, detox facility, treatment program, or alternative sober housing.

The following procedures will be immediately implemented for any resident reported to be impaired:

- 1) Rise Up Recovery's Providence House staff who is notified of the possible impairment will assess the following of the resident in question:
  - a) Is the resident's behavior erratic or uncharacteristic?
  - b) Does the resident have slurred speech or unsteady gait?
  - c) Are the resident's pupils dilated or constricted and/or eyes bloodshot?
  - d) Does the resident have an odor of alcohol or another substance?
  - e) If the resident is incapacitated and/or behavior is a danger to themselves or others, staff is to follow emergency protocol including clearing the area of all other residents who are to return to their rooms and shut their bedroom doors, and utilize motivational interviewing and de-escalation techniques with resident to maintain peaceful environment.
- 2) Providence House Staff member will ask the resident in question if they have used a substance and/or consumed alcohol. A urine analysis and Breathalyzer will then be administered.
- 3) If the resident tests negative for intoxicating substances and alcohol, a house meeting will be called to discuss the behavior that lead to the concern. a) If the resident is visibly impaired, even with a negative screen, Providence Housing staff and Program Director can determine the resident to be impaired and discharge the resident to a higher level of care.
- 4) If the resident tests positive for mood altering substance or acknowledge the return to use they will meet with program staff and program staff will assist in finding alternative placement.
- 5) Once the resident is deemed to be impaired the emergency contact is notified to assist in the transition to a higher level of care. The plan is clearly communicated with the emergency contact. The housing staff will provide transportation to the higher level of care if emergency contact cannot. Resident is to be escorted to place of referral. Staff is to avoid having resident leave without proper transportation to the best of their ability. Options for referral and placement are in the following order:
  - a) Detox/Treatment Center/Recovery Program/Emergency Room
    - Gate Recovery Center (PH: 833-338-6980, 6775 Cahill Avenue East Inver Grove Heights, MN 55076) Ramsey County Detox Center (PH: 651-266-4009, 402



University Ave E, St. Paul, MN 55130) Regina Medical Center Emergency Department (PH: 651-404-1000, 1175 Nininger Rd, Hastings, MN 55033)

b) Safe Family Member or Friend

- Emergency Contact, Parents, Sponsor

c) Mental Health Crisis Center

- Nancy Page Crisis Center (PH: 612-870-3787, 245 South Clifton Ave, Minneapolis, MN 55403) Diane Ahrens Crisis Residence (PH: 651-645-9424, 1784 Lacrosse Ave, St. Paul, MN 55119)

d) Hotel/Motel

e) Emergency Shelter

- Union Gospel Mission (PH: 651-292-1721, 435 University Ave E, St. Paul, MN 55130), Kingdom Pathways (PH: 651-387-8393, 1088 University Ave W, St. Paul, MN 55104) The Salvation Army Harbor Light Center (PH: 612-767-3100, 1010 Currie Ave, Minneapolis, MN 55403), Adult Shelter Connect (PH: 612-248-2350, 215 S 8<sup>th</sup> St Minneapolis, MN 55402)

6) A room search will then be completed by Providence House staff to ensure no illegal or dangerous substances have been brought into the residence. If substance is found, Director will be contacted along with local police to help dispose of substance safely.

7) Providence House staff will document the incident and send the report to the Director.

8) If the resident completes the recommended higher level(s) of care, the resident may be eligible to re-interview at Providence House. Resident must be stabilized and medically cleared for readmission.

**Discharges other than relapse related:**

10) If a resident has displayed violent or threatening behaviors, they will be discharged immediately and police may be contacted for assistance if necessary. Rise Up Recovery's Providence House staff will use every means of de-escalation and safety measures before authorities are called but if staff feels threatened in any way, they are to immediately call for law enforcement's assistance. The resident will be asked to leave immediately and escorted by either Providence House Staff or local law enforcement who will assist them with packing their belongings. They will be escorted by either Providence House Staff, an approved emergency contact or law enforcement to appropriate referral in this order:

a) Detox/Treatment Center/Recovery Program/Emergency Room

- Gate Recovery Center (PH: 833-338-6980, 6775 Cahill Avenue East Inver Grove Heights, MN 55076) Ramsey County Detox Center (PH: 651-266-4009, 402 University Ave E, St. Paul, MN 55130) Regina Medical Center Emergency Department (PH: 651-404-1000, 1175 Nininger Rd, Hastings, MN 55033)

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c) Safe Family Member or Friend

- Emergency Contact, Parents, Sponsor

d) Hotel/Motel

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- Union Gospel Mission (PH: 651-292-1721, 435 University Ave E, St. Paul, MN 55130), Kingdom Pathways (PH: 651-387-8393, 1088 University Ave W, St. Paul, MN 55104) The Salvation Army Harbor Light Center (PH: 612-767-3100, 1010 Currie Ave, Minneapolis, MN 55403), Adult Shelter Connect (PH: 612-248-2350, 215 S 8<sup>th</sup> St Minneapolis, MN 55402)

11) All resident's belongings will be stored on premise for a period of 30 days. Residents are required to pick up their belongings within that 30 day period. Belongings will not be stored for longer than 30 days. After 30 days, belongs will be donated to local charity or recycled.

## Tobacco Guidelines

Rise Up Recovery programs and locations will adhere to the following practices as they apply to tobacco use:

Tobacco, e-cigarette, or chewing tobacco use is strictly forbidden inside of any facility. Participants will be encouraged not to use these products. However, they will be made aware of the designated smoking area(s) at each facility:

- Outside in the vicinity of \_\_\_\_\_ of the building. Refer to your location's written participant rules/expectations for specific guidelines.
- Smoking hours are Sunday – Thursday 6am – 10pm Fridays – Saturdays 6am – 11pm. There is to be NO smoking or hanging out the house outside of these hours.
- Ashtrays are to be provided. Disposal and cleanup of all residual matter shall be performed daily, at minimum.
- All tobacco product use and disposal must be undertaken in a safe and responsible manner.

Tobacco use will not be tolerated at any time by anyone under-age.

There will be a tobacco store run with PRS 1x/week.

Any rolling of cigarettes must be done in common area and mess cleaned up thoroughly upon completion.

Employee smoking is allowed in designated areas only.

Rise Up Recovery acknowledges the religious value of tobacco in some cultures. When a participant indicates they use tobacco as part of spiritual ritual, Rise Up will incorporate this into the participant's treatment planning process outside of the treatment setting if such practice were to conflict with the designated tobacco use areas.

Policy No. \_\_\_\_\_

Est. Date \_\_\_\_\_

## UAs and Breathalyzers

**Purpose:**

To detect alcohol or illicit drug use of a participant or a participant's visitor(s) while on Rise Up Recovery property and to ensure the safety of all residents while maintaining a culture and environment that is recovery focused.

**Policy:**

Rise Up Recovery will test participants randomly an upon and suspected return to use for alcohol and illicit drug use. Residents will be tested upon admission into both pre-treatment and post-treatment housing programs. Testing will be done according to prescribed methods by breath, saliva or urine analysis.

Results of testing may only be forwarded to external parties with a signed release of information.

**Comments**  
**Rise Up Recovery Special Use Permit**

**Melissa Spicer - 2/12/22**

Hello,

My name is Melissa spicer and I am writing to you in regards to rise up recovery possibly coming to Hastings!

To say I am excited for Hastings to have this is not even enough to explain how I feel! I lost my brother on January 20th 2022. He had many years as a drug addict. He fought dark demons. He seeked help around the cities because there weren't many options around Hastings. However we lost him to his battle and our hearts are forever shattered. This type of program is beyond important, especially for our families in Hastings! Local places to reach out to for these people who don't know where to go. I would love nothing more then to support this program as a family member who has lived the nightmare of addiction. Sorry this is getting sent in so late and kind of informal but I just found out about this and I am all in to support this!!!!!! We do not way any other families to ever have to feel this pain. My brother, their uncle and my best friend. Addiction has a face... and they also have family.

Sincerely, Melissa spicer



**Susan Stanley - 2/12/22**

Dear Mr. Hinzman and Tiffany

My name is Susan Stanley. I am a resident of Hastings, MN and 1 week ago my nephew committed suicide by an overdose and he also had mental depression. He really needed help and sadly there really isn't any place here to get that help. We need to make sure there's a place for people of all ages especially younger adults and teenagers to get that help. I'm writing to you to ask that RISE UP Recoverys special permit request be approved so they can open Providence House so they can help someone else's nephew brother or son before it's too late. Rise Up Recovery is a valuable asset to our community that shouldn't be denied their request

Please help RISE UP Recovery help our community save lives .

Respectfully

Susan Stanley

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**Sasha Sobaszekiewicz-Griner - 517 Ramsey St - 2/14/22 - Telephone Message Summary**

Not in support of issuing the Special Use Permit. She is a stay at home mom with four kids, does not support having up to 15 adult males in treatment. The transient nature of the facility does make her feel safe. Does not fit into a residential neighborhood.

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**Bridgette Norring - 2/9/22**

Dear Mr. Hinzman:

On April 4<sup>th</sup>, 2020, my worst fear as a parent came true. At the age of 19-years old, my son, Devin J. Norring was found unresponsive in his bed by his younger brother. Throughout the course of the police investigation, we were informed that my son and the person he was with the night before had purchased what they believed was a Percocet via Snapchat from a well-known 'alleged' drug dealer in Hastings. What my son received, Mr. Hinzman, unbeknownst to him was a counterfeit pill that contained 100% pure fentanyl; enough fentanyl was in that one single pill to kill over 10+ grown men.

My son did not suffer from a substance use disorder. Devin had several cracked teeth that he was set to have fixed on 4/2/2020. Due to the COVID lockdown that crucial appointment was cancelled leaving him in so much pain. I don't condone Devin's choice in seeking out a pain pill in the manner in which he did but he should've been able to have learned from his mistake. No one deserves to be poisoned to death.

I had zero clue, Mr. Hinzman what fentanyl was until it killed my son. None. I had no clue that fentanyl was being put into cocaine, heroin, methamphetamine; or made into counterfeit pills made to mimic those of real prescription pills. What I do know now is that we have a large number of kids, young adults, and adults in our community struggling with pills, heroin, and methamphetamine. They need help.

In speaking with parents, kids, teens, and young adults in our community they all question where they can go for help? What is Naloxone(Narcan) and where can we get it? Where do they find resources for treatment? What steps do they take to get their loved one the help they need? I will be the first to admit, had Devin survived I would have no idea where to go or who to call for help. None. I had no idea what Narcan was or even how to acquire it. I was one of those parents who constantly had 'the talk' about the dangers of drinking and drugs because I wanted my kids to be prepared for anything when they stepped outside of our home. I never thought far enough ahead to ever imagine this could happen to our family; who does?

Hastings has seen a number of young adults lose their lives to fentanyl poisonings since Devin was killed. My fellow bereaved parents and community members are scrambling trying to make sure we raise awareness and education with hopes of saving even just one life, preferably more. It is through that advocacy that I found myself reaching out to the United Way of Hastings for help with this issue when it became apparent that our pleas for help were going unheard and lives were still being lost. As a result, United Way of Hastings has developed several task forces that include members from Hastings Public Schools, Hastings Police



Department, Dakota County Drug Task Force, several of our faith organizations. I am so glad to announce Ms. Neuharth and RISE UP Recovery have come onboard with all of us.

In 2020, according to the Dakota County Behavioral Health Dashboard, Dakota County lost 56 lives to drug overdose/poisonings. Of those 56, 36 lives were lost due to opioids including fentanyl. In 2021, we have lost 43 lives due to opioids in Dakota County; that is not including the data for December. We need help! We need organizations like RISE UP Recovery in Hastings who will create family support groups for those who have a loved one battling substance use; to help promote awareness in our community; to provide recovery services; and also to provide a Naloxone access point so that families in our community have access to the lifesaving tool to reverse the effects of an opioid overdose before it is too late.

I want to share with you how Ms. Neuharth and I connected via email courtesy of the United Way of Hastings. During our conversation back and forth, I had received a message from a fellow community member in a panic that her daughter needed help. Her daughter is 18 and she just discovered she was using heroin. She couldn't find a treatment facility or anyone to do a Rule 25 assessment for at least 1-2 weeks. This girl had been left in the care of a family friend to detox on her own; that in itself can be lethal coming off of these substances without proper medical care. I confided this information in Ms. Neuharth and she didn't hesitate to offer her services to help with the assessment so this girl didn't have to wait to get the help she needed. Ms. Neuharth also provided me with vital information on where she could go to get help and provided her direct contact information for this family to call her directly. That in itself, Mr. Hinzman helped save a life and spared another mother from the nightmare that I live every day without my son. That is the type of help we need in our community right now.

I recently had the pleasure of meeting in person Ms. Neuharth at the United Way of Hastings Task Force Meeting on 2/4/2022. When our Educational Task Force heads out into our community, Ms. Neuharth and RISE UP Recovery have offered to educate and train our community on Naloxone (Narcan). That piece RISE UP Recovery will offer is detrimental in helping save lives and give that person a chance at recovery. I am writing this letter today in hopes that you and your fellow members approve RISE UP Recovery's permit request which would allow them to create the Providence House. Providence House would create a safe place where there will be 24/7 staffing to aid our community members suffering from substance use disorders get them in touch with the help that they desperately need. The Providence House would also create much needed peer to peer recovery support which is crucial for those in recovery because they have to learn an entire new way of living, right down to distancing themselves from their past friends/relationships.

We need the resources here in Hastings, Mr. Hinzman that RISE UP Recovery is willing to bring to our community. Many of our community members lack access to transportation outside of Hastings. Many of those who are seeking help are being turned away because there is a lack of beds. We shouldn't have to ship our community members to St. Cloud, Red Wing, St. Paul, Minneapolis, or out of state away from their families. We should be able to provide the much-needed care here in our own community and that is what RISE UP Recovery will be able to do. The City of Hastings can no longer take on the attitude that 'this is not happening in our backyard' because I can tell you firsthand, Mr. Hinzman, along with other mothers of loss here in Hastings, it is happening and it is not slowing down.

Sincerely,



Signature

Bridgette Norring



**Hayley Norring - 2/12/22**

Dear Mr. Hinzman,

My name is Hayley Norring. I am a resident of Hastings, MN. On April 4th, 2020, my brother, Devin Norring lost his life to fentanyl poisoning after he and a friend purchased what they believed was a Percocet from a well known 'alleged' Hastings drug dealer. I am devastated without my brother.

I recently purchased my own home here in Hastings not far from RISE UP Recovery. I am also expecting my first child on May 8th, 2022. My brother will never get to experience these next few chapters of mine and my family's life. He'll never get to see my new home. Devin will never get to meet his niece. I know in my heart, Devin would've been an amazing uncle because he was an amazing brother.

Devin and several other young adults that I went to school with here in Hastings have also lost their lives these last 2 years to fentanyl poisonings. I have attended far too many funerals because of fentanyl, Mr. Hinzman. We need to find a way to stop people my age, all ages, from dying. I know if my brother had lived, we'd be doing everything in our power to make sure he got the help he needed.



Sadly, that help is very limited here in Hastings, Mr. Hinzman. I am writing to ask that you approve RISE UP Recovery's special permit request so that they can open Providence House so that they can help someone else's brother before it is too late. With around the clock care those with substance use disorders will get the proper care that they are deserving of and will give them a chance to live a life well deserved; a life my brother was robbed of. They will be given the adequate tools and resources to help them live. RISE UP Recovery is a valuable asset to our community that should not be denied their request.

Please help RISE UP Recovery help our community and my family save lives here, Mr. Hinzman.

Respectfully,  
Hayley Norring  
Devin Norring's Sister - Forever 19  
Poisoned by Fentanyl

**Brenda Reedy - 2/9/22**

February 9, 2022

To the Planning Commission of Hastings MN:

My name is Brenda Reedy and I am a resident of Farmington and I am writing in support of Rise Up Recovery and their desire to gain approval for Providence House at the address 303 5<sup>th</sup> Street East in Hastings MN. Why would a community member of Farmington write in support of this? Well in my neighborhood, we have a recovery house for women and it is a good thing for our community, it allows for a safe place for these women to work on their recovery. Support for this type of housing is beneficial to many as they provide a soft landing for those that are going through tough times. While my son was homeless at age 18, he could have benefitted in many ways from a house such as Providence House. They are not a typical homeless shelter and that makes it a better fit for many folks. From their several weekly meetings, to housing help, resources help, naloxone availability, substance use clinical services to having a place in which he could have found refuge from the cold of winter and heat of summer, my son would have had one more option in which to utilize. Unfortunately, he was poisoned by pure fentanyl in April 15, 2021 and passed away. He can no longer benefit from their services but in this area, we have a large number of men and women, both young and older that still could benefit if they are allowed a special use permit for this residence. One positive of the Providence House is the 24/7 staffing, there will be someone onsite at all times which is beneficial to ensure a safe setting at all times.

Please consider granting Tiffany Neuharth a special use permit for this property for the purpose of opening Providence House, it will benefit many now and in the future. It can be a positive entity for the community to show their support and acceptance of this sort of home.

Thank you.

Brenda Reedy

Dean Markuson - 2/7/22

Foss and Swanson, The People's Center  
 Alice's Restaurant, Where You Can Get Anything, Except Alice  
 Leading Generously, By Giving Generously, To Make a Difference,  
 Within the Community, On the Road of Love, Unselfishly  
 507 Vermillion Street (Business) 436 Tiffany Drive (Mailing) Hastings 55033  
 CEO: Top Gun (1SG) Dean W. Marksman, (651) 438-2208, conversationalist  
 Proprietor: Richard C. Robles, (651) 403-1467  
 Charitable donations, are accepted. IRS EIN 84-2483729 and MN SOS 111298930002  
 Facebook Social Media Sites: Dean Marksman and Hastings Fosse and Swanson

#### Support for Special Use Permit and Variance

Community Development, Planning Commission and City Council

Dear Appointed Members, Director and Elected Officials;

This letter is in support of RISEUP Recovery Hastings, Redeeming Lives, Restoring Dignity, in the purchase and application of Providence House Special Use Permit for property located at 303 5<sup>th</sup> Street East, Hastings, Minnesota 55033, Plat Identification 19-32150-31-060.

Rise Up Recovery is a Recovery Community Organization serving the Hastings and surrounding trade area, in Lakeville and Burnsville. They provide Peer Recovery support Services, Advocacy and Community Support and Recognition, in collaboration and synchronization, with United Way of Hastings, the Dakota County Task Force and Dakota County Community Corrections. They believe in and value "ALL" paths to recovery, of which, is greatly needed, with our community. Their fundamental values are grounded in Christianity values and each individual, as a "Person". On a journey of "living, change and transformation. They have a "Recovery First" value" system that places the utmost value and belief of each individual's ability, to achieve and maintain long term recovery and sobriety. They know, because they live it every hour, day and year, 24/7/365.

Since acquiring ownership of 507 Vermillion Street, on Christmas Eve, December 24, 2021, by "Quit Deed", through the unselfishly generously of myself, for "FREE", they became, an owner of "Prime" Commercial property, on the Gateway into the City of Hastings, well worth three hundred thousand fifty dollars, \$350,000 and with acquiring 303 5<sup>th</sup> Street, their net property value will be seven hundred sixty seven thousand dollars, \$767,000. Coupled with the number of additional employees, they will stimulate the local economic growth of the City and Community as a byproduct of location increases in consumer spending. The more money consumers spend on goods and services, the more capital local businesses will have, specially the Downtown Business Business. to greater growth, development of larger product lines and services offers.

THEFORE; let us not make, the same mistake, when I attempted to purchase Caturia Funeral Home, as a Community Gathering Place, in which, he neighborhood rebelled against me, in an organized effort to deny me, my Mission, Vision, Objective and Core Values, of which was supported by he Planning Commission and City Council and later sold, unto another party, to be a "Residential Facility" for Recovery, of which the City of Hastings could not deny it, as it was against the Minnesota State Laws and Statutes.

First Sergeant Dean W. Markuson  
 Foss and Swanson, The People's Center  
 507 Vermillion Street (Business Address)

**Doc's Recovery House - 2/10/22**

February 10, 2022

To Whom It May Concern:

The intent of this letter is to support Rise Up Recovery in their mission of opening a housing establishment with short-term, temporary housing for individuals pursuing recovery in Hastings, Minnesota.

I am the co-founder and Executive Director of Doc's Recovery House, a recovery community organization (RCO) in Rochester, that provides pre-treatment housing and peer recovery support to individuals seeking a short-term, temporary placement as they are either leaving detox or awaiting placement in a residential treatment program. When I started Doc's Recovery House with my father in 2019, our mission was to help fill the gaps in our current continuum of care. We learned quickly that there was a great need for this service, and there was a need for more organizations to offer this level of care and housing in communities across our state.

Having seen immeasurable success over the last three years operating this type of program, I can attest personally to the value of this model and the value to any community able to integrate this service as a part of its recovery ecosystem.

Based on the model Rise Up Recovery is working to establish in Hastings, I can attest to the model's value, efficacy, and overall benefit to a community. Locally in Olmsted County, we are frequent partners to housing providers, treatment centers, detox centers, law enforcement and our local emergency rooms, filling a critical gap that many of these providers often experienced but had no solution until this model was made available to them.

I am a firm believer of this model, and an advocate for its growth in Minnesota and beyond. It is a pleasure to support another organization meeting the needs of their community in this way, and I am confident you will quickly observe the ways this service helps create a healthier community and ultimately, saves lives. I am happy to answer any questions you may have and am honored to support the expansion of a proven, yet underrepresented model.

Respectfully,

A handwritten signature in black ink, appearing to read "T. Utley".

Tori Utley, MBA, LADC  
Executive Director

Terri Whipple - 314 5<sup>th</sup> St E - 2/14/22303 5<sup>th</sup> St. E. SUP- 2/14/22

Why are you wrecking this neighborhood? I've been here 50 years + have seen so much change. It was a peaceful area.

We're supposed to follow rules to keep the historical district intact, + I've done tons of work on my house, but the rules don't apply to the city?

Everything is being thrown into this neighborhood without consideration of the impact it has on those of us that are trying to hold the history here from the wrecking ball. That is what's happening. My home value is steadily dropping because of everything you keep throwing in this area.

Please consider us for a change.

VOTE NO!!!!!!

Terri Whipple

Wilson Vave - 2/15/22

## Letter of Support for Rise Up Recovery

To The City of Hastings Council Members,

I am writing to encourage you to consider the missions, values, and goals of Rise Up Recovery as of keen interest for the City of Hastings and the future culture surrounding drug and alcohol abuse and recovery. Specifically, I am encouraging you to approve their application for a Special-Use Permit for the 303 5<sup>th</sup> St. East property. I hope to convince you that the City Council of Hastings should be interested in the success of Rise Up Recovery's missions and goals, confident in the strategies for recovery employed by RUR, and intentional in being agents of change surrounding the culture of drug and alcohol addictions.

The founders of Rise Up Recovery, Chad and Tiffany Neuharth, are passionate individuals who are in long-term recovery themselves. They are both deeply involved in their community through church and volunteering. Chad and Tiffany have been working on Rise Up Recovery since October, 2020. For Rise Up Recovery to have gone so far in just one year is a testament, not just to the work ethic and passion shown by them, but to the needs and desires shown through the support of the Hastings community. I hope you find that it is appropriate that the City Council should reflect the community's interest in the success of Rise Up Recovery.

As you may know already, Rise Up Recovery is a not-for-profit recovery community organization dedicated to creating meaningful connections that lead to a web of support from other recovering folks. Their strategy is to create a culture that prevents drug and alcohol abuse, which is coupled with harm reduction services, both of which are nested in a supportive recovery community. While creating a culture takes time, Rise Up Recovery has already begun harm reduction services along with recovery support. One of which is the Naloxone Access Point program, which is a partnership between Rise Up Recovery and the Rummler Hope Network<sup>1</sup> to provide Naloxone kits, as well as the training to administer the life-saving antidote. The other program for harm reduction is the reason I'm writing today, the Providence House.

Rise Up Recovery (RUR) is actively applying for a Special-Use Permit for the 303 5<sup>th</sup> St. East property. This house will be used for their Providence House program, a short-term emergency sober-housing program that connects its residents to the care they need, which might be addiction treatment programs. In terms of long-term recovery, it is crucial that the people who need immediate emergency sober housing are given access to it, and the providers make that connection with them. Again, RUR's strategy for helping people to grow is through meaningful connections. It's important to emphasize that the people going through the Providence house are not simply going through a machine that will churn out a healthy and productive member of society. It's creating a community of people who have experienced these difficult, unspoken trials of overdose, neglect, depression, etc. and empowering each other to rise up from the cycle of addiction.

The recovery community is an intentional group of people who want to see their friends succeed. After rehabilitation for its emergency housing guests, Rise Up Recovery wants to continue developing connections. The dream is to see a community of short-term recoverees grow into long-term recoverees, while also learning more about themselves apart from addiction. Opportunities to learn new skills will be provided, helping them achieve their own personal goals of mental, physical, financial, and spiritual well-being. So, even though Providence House is a harm reduction program, it is an integral part of the preventative strategies for drug-overdose.

I would like to acknowledge the fact that Rise Up Recovery's multidisciplinary strategies of prevention, harm reduction, and recovery support are not new and experimental but researched and evidenced-based. Please visit the U.S Department of Health & Human Services website<sup>2</sup> for an overwhelming number of advanced research into the strategies Rise Up Recovery is investing in. And take note the four strategies they mention: Primary Prevention, Harm Reduction, Evidence-Based Treatment, and Recovery Support. You will find that the programs Rise Up Recovery has dutifully and faithfully worked towards align in these areas.

In conclusion, Rise Up Recovery is what the City of Hastings need. It's reflected by the people who have shown incredible support this past few months. It's reflected by the told and untold stories of pain and suffering from addiction. I won't provide anecdotes to illustrate the need for your Special Use Permit approval. If you're listening to the people of Hastings, I'm sure the need is evident. I do hope this letter gives you confidence in trusting Rise Up Recovery to meet those needs.

Sincerely,

Wilson Vave

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**Emily Melligen - 309 5<sup>th</sup> Street E - 2/28/22 with Staff Response - 3/2/22**

Hi Emily,

Thanks for your email. Please see my responses in red below. I have also included Tiffany Neuharth of Rise Up Recovery on this email for any information Rise Up may be able to provide. The Planning Commission voted 6-1 to recommend approval of the Special Use Permit on February 28th. Approval was subject to a number of conditions of operations. Access to the Planning Commission's report can be found [here](#). The City Council is scheduled to review the item on March 7th beginning at 7pm. The City Council report will be posted [here](#) after by the end of the day Thursday. I will also include your comments in the Council report. Please let me know if you have additional questions.

Emily Melligen  
309 5th st. E  
Hastings, MN 55033  
651-600-5481

February 19th, 2022

John Hinzman  
Community Development Director  
101 4th St. E  
Hastings, MN 55033

Dear Mr. Hinzman,

As a resident, constituent and home owner in Hastings historic district, I am writing to further convey concerns regarding Rise Up Recovery's application for a special use permit. I did attend the public hearing on February 14th, 2022 and appreciate the opportunity to ask questions regarding the proposed special use permit. However, during the course of the public hearing I felt that I was left with more questions than answers. This email is to convey my concerns and additional questions I have pertaining to this application.

I first would like to reiterate that I have 10 years of experience as a nurse in the field of behavioral health, addiction and corrections. I have dedicated my professional career to serving and advocating for under served populations. I strongly believe that everyone, no matter their past deserves to be treated with dignity and respect and should have a right to equal and fair housing opportunities.

Below are my listed concerns regarding Rise up Recovery;

1.) Rise up Recovery was established with its 501c3 being granted on 4/2021. This is clearly a very new business. To my knowledge, Rise up Recovery does not have any professional affiliations in its field. Cochran Recovery in Hastings has been in business since 1974 and is professionally managed by NUWAY, who has been in business since 1966. They are accredited by the Joint Commission for Behavioral Health, the United States largest healthcare accrediting body. They are also members of the National Association of Addiction Treatment Providers. Meridian Behavioral Health is another provider that I have experience working with, is another example of an established provider owning 10 residential homes in the Twin Cities Metro area. They are also members of the National Association of Addiction Treatment Providers as well as being accredited by CARF, the Commission on Accreditation of Rehabilitation Facilities. Professional Associations as well as Accreditation are important aspects of successfully running these types of facilities for several reasons, they establish performance, professional and treatment standards as well as mitigate risk management and safety for the people they serve. **Acknowledged.**

2.) Tiffany Neuharth the President of Rise up Recovery is also an LADC, Licensed Alcohol and Drug Counselor. Is she the only person in the company that holds this certification? **I am not aware of any other LADC's within the company.** This certification is mandatory to operating these types of facilities. With this company operating two homes, one in Lakeville and one in Burnsville, how do they plan on managing an additional home with 10 residents, with some needing emergent help? **Recommendation that facility be supervised by a LADC and recommendation that facility must provide staffing 24/7 by certified recovery\support individuals such as Certified Peer Recovery Support Specialists were included in the Planning Commission's recommendation for approval.** This is really a large caseload for one LADC, even with two. Consideration must also be given to the geographical distance between their facilities.



3.) State Licensing. I personally have not been able to locate a License for this company. Has the Council verified this? **Facility must obtain a State License for Board and Lodging with Special Services as a condition of approval. I do not believe Rise Up has obtained the licenses at this time.**

4.) Their website [www.riseuprecoverymn.com](http://www.riseuprecoverymn.com) under the staff tab, board members lists a board secretary, attorney by the name of Kevin Joyce. A Kevin Joyce is not listed in the State of MN MARS system (Minnesota Attorney Registration System). This is a requirement to practice law in the State of Minnesota. **Acknowledged, I'm not certain if there is a requirement for an attorney to be on the board.**

5.) Their staff listing also includes Dr. Jeremiah Fairbanks, which is great, however Rise up Recovery stated they do not provide medical services. **Acknowledged.**

6.) During the public hearing, I had asked the question on their policy of eloped residents. Their response was, "We will give them a ride anywhere anytime". This response did not really answer the question. In my experience, there have been many residents that elope without any warning. This also lead to my question if the live staff were awake 24/7. **Rise Up will be required to provide staff on site 24/7, it is my understanding that staff on duty would not be asleep. Requirement established to require transportation arrangements must be made for residents discharged from the treatment program.**

7.) During the public hearing Rise up Recovery stated that their model is a new model with regards to the emergency shelter operations, however later in the hearing they gave names of several other facilities that operate similar to their business model. This is a clear contradiction. **Acknowledged. Rise Up has cited Doc's Recovery in Rochester and Beyond Brink in Mankato as operations that offer both pre-treatment (short term emergency) and post-treatment services.**

8.) During the public hearing Rise up Recovery eluded to the fact that they are not a "zero tolerance" sober facility. If residents of their facility are using or have recently used drugs or alcohol in the last 24-48 hours, they are at risk of withdrawal and potentially in need of medically managed detox services. Without the proper care team in place, this puts their residents health at risk, with also the potential to overburden Regina ED with emergent detox services as well as legal risk incurred by Rise up Recovery. Further, I believe it is a disservice to the longer term residents in a sober living home to be subjected to chemical use as this is the very premise of sober housing and is a proven treatment strategy to remaining abstinent. **Acknowledged.**

Additional questions;

1.) Will new residents of the home be drug tested upon admission? **Providence House's intake checklist includes obtaining a UA as soon as the resident is able.** Will they have random drug testing? **Providence House's UA's and Breathalyzer Policy includes random testing.** Will breath alcohol testing be conducted after outings? **Uncertain.** These are all requirements that I have seen in my professional practice. In the public hearing there was no mention of this. They eluded to the fact that people getting out of jail may need a short place to stay as a rationale as to why they do not need medical services, insinuating that they were in forced sobriety due to being incarcerated. This couldn't be further from the truth. Drug use happens in jails and correctional facilities, there is no guarantee. **Acknowledged**

2.) How will the medications Methadone and Suboxone be handled? **Uncertain.** These very common narcotic medications for preventing withdrawal in opioid addicts and are heavily regulated. In the community this means they must report to a medical facility for direct observation of medication

administration 7 days a week. In treatment facilities they are able to get a few days at a time delivered to the facility, however this requires supervision of a Registered Nurse and special consideration is given to securing narcotic medications as well as administration by trained personnel under the supervision of a Registered Nurse.

Further, if the peer recovery specialists are taking people to these medical facilities 7 days a week, I am not seeing how they can provide adequate supervision with one or even two peer specialists. During the public hearing, a lot of focus was placed on the addiction treatment aspect of things, such as how would they manage to supervise a home with the peer specialist needed to bring someone somewhere in an urgent or emergent matter. I would like the council to consider that there is much more to treating folks in this realm other than urgent or emergent matters. Patients with these issues commonly have co-morbid health issues requiring many medical appointments, dental appointments, court hearings, supervised children visitation, trips to the store for necessities etc. It was common for the facilities I have experience with to have a full time driver just for this. **Acknowledged**

I ask the council to consider the potential impacts a poorly executed business model with little experience will have in our residential area. The services they aim to provide is commendable and needed, however it must be done in a manner that is safe to the people they serve, well organized and has clear established policy and procedure. The residents of 309 5th St E oppose this proposal for a special use permit.

Thank you,

Emily Mellinger



**City Council Memorandum**

**To:** Mayor Fasbender & City Council Members  
**From:** Cody Mathisen – Principal Engineer  
**Date:** April 24, 2023  
**Item:** Accept Permanent Utility Easement Agreements – Hiawatha Broadband Communications – Pleasant, Dakota Hills, South Pines, Tuttle, Riverwood, Greten, and Cannon Parks

**Council Action Requested:**

Enclosed for Council consideration are 7 Permanent Utility Easement Agreements, officially granting Hiawatha Broadband Communications access rights to install and maintain in perpetuity small areas of Pleasant, Dakota Hills, South Pines, Tuttle, Riverwood, Greten, and Cannon Parks for their facilities.

**Background Information:**

Hiawatha Broadband Communications (“HBC”) has been installing a new fiber optic network throughout the City to provide an alternative internet service option to residents since the summer of 2021. As part of their ongoing project, HBC would like to use a small portion of 7 separate city parks to install utility cabinets that will serve as the local hubs of their network.

The small portions of land that are being granted for these easements are all on the border of road right-of-way, and will not impact any space within these parks that is currently used for recreation. While the easements range in size, on average 20 feet by 25 feet, the cabinets that will actually be installed in these spaces only have a footprint of approximately 3 feet by 5 feet, and will stand approximately 4 feet off the ground.

On September 7<sup>th</sup> 2021, Council approved a resolution to grant a similar easement to HBC within Pioneer Park for the construction of their primary central cabinet. The cabinets that will be installed at the seven sites being considered with this resolution are considerably smaller than this central cabinet.

City Engineering and Parks Department Staff, as well as legal staff under the direction of City Attorney Kori Land, have reviewed the easements and provided comments for HBC to address. All comments have been addressed in the documents provided.

**Financial Impact:**

Due to the public benefit, the City is providing these easements at no cost to HBC.

HBC has paid fees for its network installation as part of both the City’s standard Right-of-Way permit process and a separate escrow account to cover Staff time spent reviewing plans and inspecting the installation.

**Attachments:**

- (7) Permanent Utility Easement Agreements – *Each Easement Contains 2 Exhibits:*
  - Exhibit A – Legal Description of Permanent Easement Area
  - Exhibit B – Depiction of Permanent Easement Area

**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Hiawatha Broadband Communications, Inc., a Minnesota corporation (“HBC”).

**PROPERTY DESCRIPTION**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

That portion of the following described parcel, which lies in Section 32, Township 115 North, Range 17 West: Beginning at the southeast corner of Lot Six (6), Block Four (4), Highland Hills First Addition, thence South 00 degrees 21 minutes 15 seconds West a distance of 300.00 feet along the west line of Pleasant Drive; thence along a line bearing North 88 degrees 39 minutes West a distance of 842.94 feet, more or less; thence along a line bearing north 00 degrees 21 minutes 15 seconds East a distance of 687.04 feet, more or less to a point on the West line of Lot Five (5), Block Three (3), Highland Hills First Addition, said point being 69.14 feet South of the Northwest corner of said Lot 5; thence south and east along the west and south lines of Lots 5, 6, 7, 8 and 9, Block 3, Highland Hills First Addition and Lots 1, 2, 3, 4, 5 and 6, Block 4, Highland Hills First Addition to the point of beginning, according to the Government Survey thereof.

*Abstract Property*  
PID: 19-03200-05-015

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto HBC, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

The rights of HBC also include the right of HBC, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and any underground communication lines, together with the right to excavate and refill ditches or trenches for the location of such communication lines; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as HBC may deem appropriate relating to the purposes of the Permanent Easement.

If HBC removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, HBC shall restore the Permanent Easement Area to the satisfaction of the City, at its own expense.

HBC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys’ fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants

which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by HBC or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with HBC, its successors and assigns, that it is well seized in fee of the City's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to HBC.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of this page has been intentionally left blank]**

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

**CITY:**  
**CITY OF HASTINGS**

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

ATTEST:

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

STATE OF MINNESOTA        )  
  )  
COUNTY OF DAKOTA        )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public



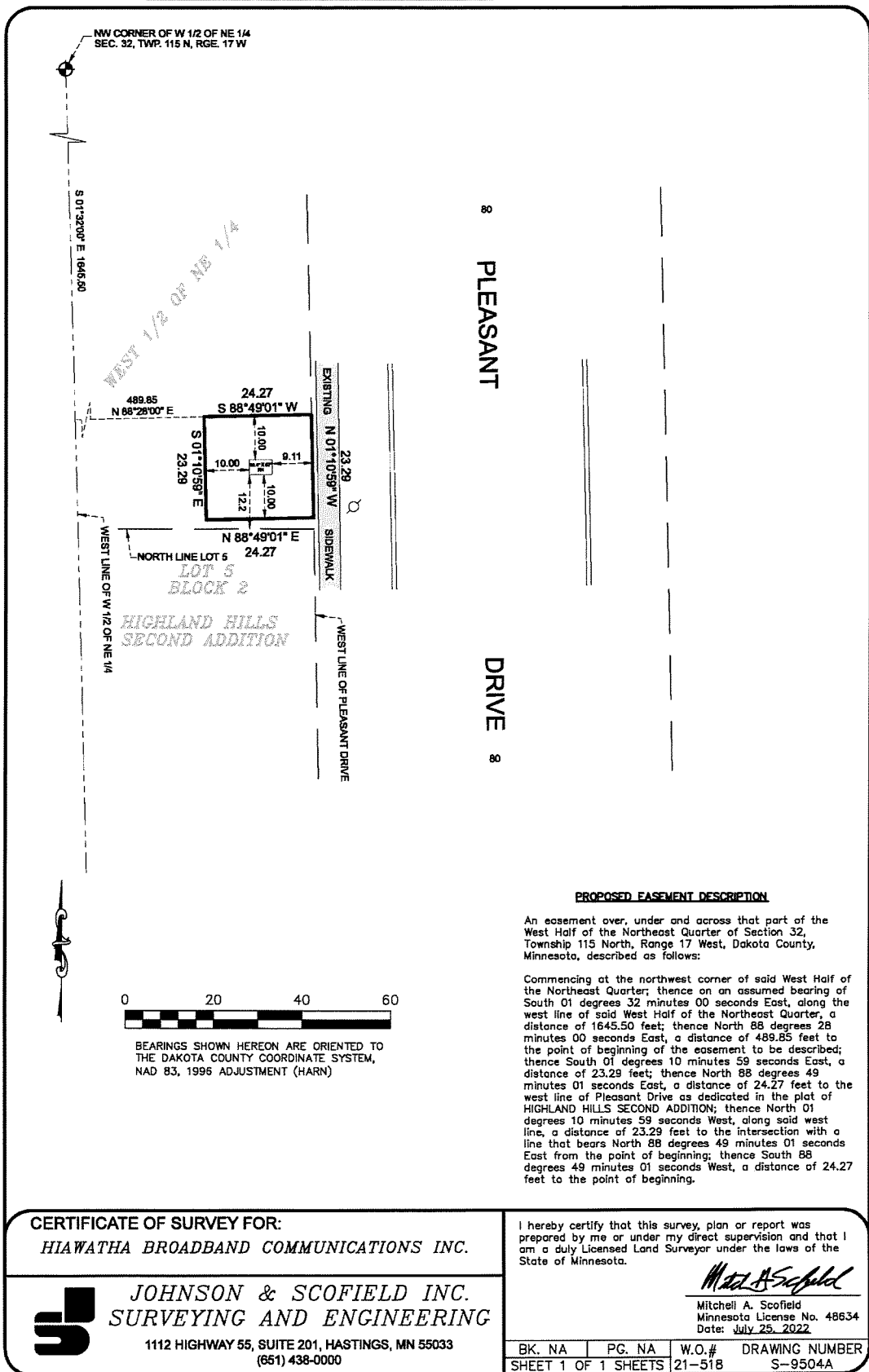


**EXHIBIT A**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement over, under and across that part of the West Half of the Northeast Quarter of Section 32, Township 115 North, Range 17 West, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said West Half of the Northeast Quarter; thence on an assumed bearing of South 01 degrees 32 minutes 00 seconds East, along the west line of said West Half of the Northeast Quarter, a distance of 1645.50 feet; thence North 88 degrees 28 minutes 00 seconds East, a distance of 489.85 feet to the point of beginning of the easement to be described; thence South 01 degrees 10 minutes 59 seconds East, a distance of 23.29 feet; thence North 88 degrees 49 minutes 01 seconds East, a distance of 24.27 feet to the west line of Pleasant Drive as dedicated in the plat of HIGHLAND HILLS SECOND ADDITION; thence North 01 degrees 10 minutes 59 seconds West, along said west line, a distance of 23.29 feet to the intersection with a line that bears North 88 degrees 49 minutes 01 seconds East from the point of beginning; thence South 88 degrees 49 minutes 01 seconds West, a distance of 24.27 feet to the point of beginning.

**EXHIBIT B**  
**DEPICTION OF PERMANENT EASEMENT AREA**



**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Hiawatha Broadband Communications, Inc., a Minnesota corporation (“HBC”).

**PROPERTY DESCRIPTION**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

Lot Four (4) Block Eight (8) Dakota Hills, according to the plat thereof now on file and of record in the office of the Register of Deeds within and for said County and State.

Subject to the dedicated street, drainage and utility easements shown upon the plat.

*Torrens Property*

PID: 19-19500-08-040

Certificate of Title No. 26114

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto HBC, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

The rights of HBC also include the right of HBC, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and any underground communication lines, together with the right to excavate and refill ditches or trenches for the location of such communication lines; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as HBC may deem appropriate relating to the purposes of the Permanent Easement.

If HBC removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, HBC shall restore the Permanent Easement Area to the satisfaction of the City, at its own expense.

HBC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by HBC or its successors or

assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with HBC, its successors and assigns, that it is well seized in fee of the City's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to HBC.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of this page has been intentionally left blank]**

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:  
CITY OF HASTINGS

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

ATTEST:

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

STATE OF MINNESOTA        )  
  )  
COUNTY OF DAKOTA        )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public



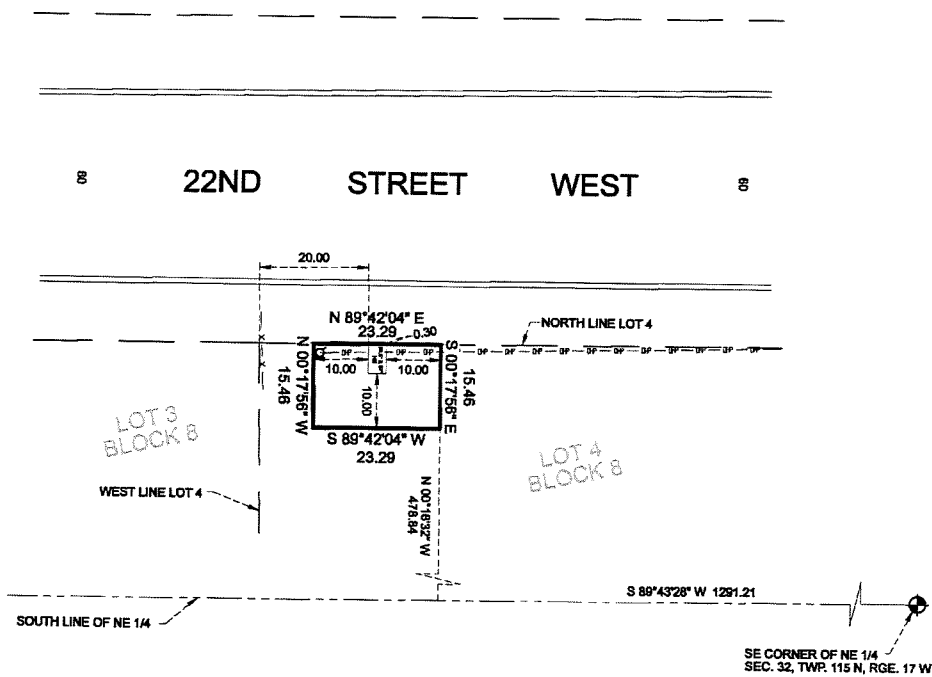
**EXHIBIT A**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement over, under and across that part of Lot 4, Block 8, DAKOTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of the Northeast Quarter of Section 32, Township 115 North, Range 17 West, Dakota County, Minnesota; thence on an assumed bearing of South 89 degrees 43 minutes 28 seconds West, along the south line of said Northeast Quarter, a distance of 1291.21 feet; thence North 00 degrees 16 minutes 32 seconds West, a distance of 478.84 feet to the point of beginning of the easement to be described; thence South 89 degrees 42 minutes 04 seconds West, a distance of 23.29 feet; thence North 00 degrees 17 minutes 56 seconds West, a distance of 15.46 feet, to the north line of said Lot 4; thence North 89 degrees 42 minutes 04 seconds East, along said north line, a distance of 23.29 feet to the intersection with a line that bears North 00 degrees 17 minutes 56 seconds West from the point of beginning; thence South 00 degrees 17 minutes 56 seconds East, a distance of 15.46 feet, to the point of beginning.



**EXHIBIT B**  
**DEPICTION OF PERMANENT EASEMENT AREA**



**PROPOSED EASEMENT DESCRIPTION**

An easement over, under and across that part of Lot 4, Block 8, DAKOTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of the Northeast Quarter of Section 32, Township 115 North, Range 17 West, Dakota County, Minnesota; thence on an assumed bearing of South 89 degrees 43 minutes 28 seconds West, along the south line of said Northeast Quarter, a distance of 1291.21 feet; thence North 00 degrees 16 minutes 32 seconds West, a distance of 478.84 feet to the point of beginning of the easement to be described; thence South 89 degrees 42 minutes 04 seconds West, a distance of 23.29 feet; thence North 00 degrees 17 minutes 56 seconds West, a distance of 15.46 feet, to the north line of said Lot 4; thence North 89 degrees 42 minutes 04 seconds East, along said north line, a distance of 23.29 feet to the intersection with a line that bears North 00 degrees 17 minutes 56 seconds West from the point of beginning; thence South 00 degrees 17 minutes 56 seconds East, a distance of 15.46 feet, to the point of beginning.



BEARINGS SHOWN HEREON ARE ORIENTED TO THE DAKOTA COUNTY COORDINATE SYSTEM, NAD 83, 1996 ADJUSTMENT (HARN)

CERTIFICATE OF SURVEY FOR:

*HIAWATHA BROADBAND COMMUNICATIONS INC.*



**JOHNSON & SCOFIELD INC.**  
**SURVEYING AND ENGINEERING**

1112 HIGHWAY 55, SUITE 201, HASTINGS, MN 55033  
(651) 438-0000

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Mitchell A. Scofield*

Mitchell A. Scofield  
Minnesota License No. 48634  
Date: July 27, 2022

BK. NA	PG. NA	W.O.#	DRAWING NUMBER
SHEET 1 OF 1 SHEETS	21-518	S-9504B	

**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Hiawatha Broadband Communications, Inc., a Minnesota corporation (“HBC”).

**PROPERTY DESCRIPTION**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

Park, South Pines, according to the recorded plat thereof, Dakota County, Minnesota

*Abstract Property*

PID: 19-71050-00-050

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto HBC, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements

ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

The rights of HBC also include the right of HBC, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and any underground communication lines, together with the right to excavate and refill ditches or trenches for the location of such communication lines; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as HBC may deem appropriate relating to the purposes of the Permanent Easement.

If HBC removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, HBC shall restore the Permanent Easement Area to the satisfaction of the City, at its own expense.

HBC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by HBC or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with HBC, its

successors and assigns, that it is well seized in fee of the City's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to HBC.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of this page has been intentionally left blank]**





**EXHIBIT A**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement over, under and across the west 23.29 feet of the east 37.62 feet of the south 15.17 feet of the Park dedicated in SOUTH PINES, according to the recorded plat thereof, Dakota County, Minnesota.





**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Hiawatha Broadband Communications, Inc., a Minnesota corporation (“HBC”).

**PROPERTY DESCRIPTION**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

Park, South Pines 4, according to the recorded plat thereof, Dakota County, Minnesota

*Abstract Property*

PID: 19-71053-00-050

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto HBC, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements

ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

The rights of HBC also include the right of HBC, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and any underground communication lines, together with the right to excavate and refill ditches or trenches for the location of such communication lines; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as HBC may deem appropriate relating to the purposes of the Permanent Easement.

If HBC removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, HBC shall restore the Permanent Easement Area to the satisfaction of the City, at its own expense.

HBC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by HBC or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with HBC, its

successors and assigns, that it is well seized in fee of the City's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to HBC.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

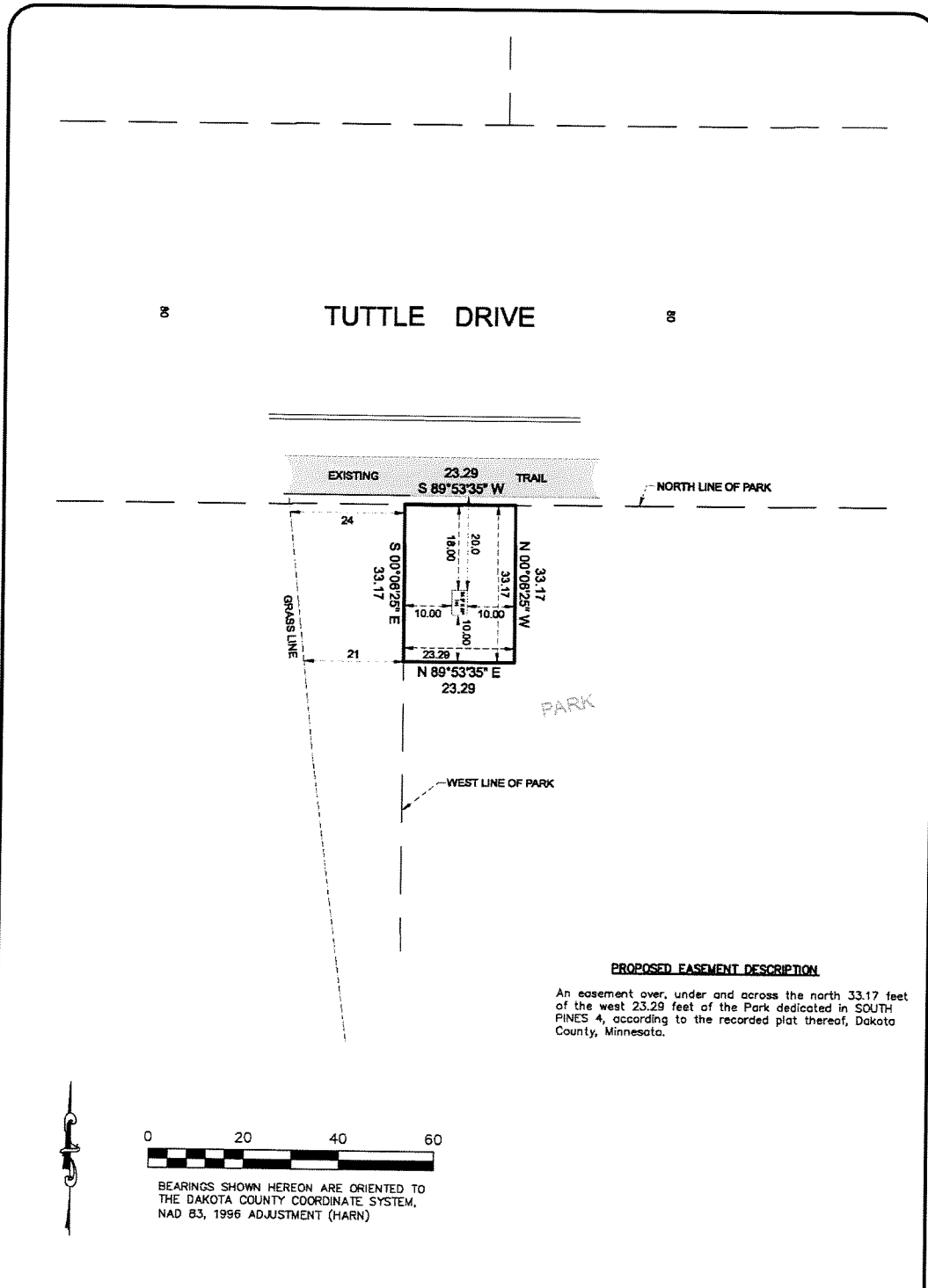
**[Remainder of this page has been intentionally left blank]**



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement over, under and across the north 33.17 feet of the west 23.29 feet of the Park dedicated in SOUTH PINES 4, according to the recorded plat thereof, Dakota County, Minnesota.

**EXHIBIT B**  
**DEPICTION OF PERMANENT EASEMENT AREA**



CERTIFICATE OF SURVEY FOR:  
 HIAWATHA BROADBAND COMMUNICATIONS INC.



**JOHNSON & SCOFIELD INC.**  
 SURVEYING AND ENGINEERING

1112 HIGHWAY 55, SUITE 201, HASTINGS, MN 55033  
 (651) 438-0000

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Mitchell A. Scofield*

Mitchell A. Scofield  
 Minnesota License No. 48634  
 Date: July 27, 2022

BK. NA	PG. NA	W.O.#	DRAWING NUMBER
SHEET 1 OF 1 SHEETS	21-518	S-9504C	

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

**CITY:**  
**CITY OF HASTINGS**

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

ATTEST:

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

STATE OF MINNESOTA        )  
  )  
COUNTY OF DAKOTA        )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Hiawatha Broadband Communications, Inc., a Minnesota corporation (“HBC”).

**PROPERTY DESCRIPTION**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

Park, Riverwood 5<sup>th</sup> Addition, according to the recorded plat thereof, Dakota County, Minnesota

*Abstract Property*  
PID: 19-64379-00-100

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto HBC, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements



ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

The rights of HBC also include the right of HBC, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and any underground communication lines, together with the right to excavate and refill ditches or trenches for the location of such communication lines; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as HBC may deem appropriate relating to the purposes of the Permanent Easement.

If HBC removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, HBC shall restore the Permanent Easement Area to the satisfaction of the City, at its own expense.

HBC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by HBC or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with HBC, its

successors and assigns, that it is well seized in fee of the City's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to HBC.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of this page has been intentionally left blank]**

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

**CITY:  
CITY OF HASTINGS**

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

ATTEST:

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

STATE OF MINNESOTA        )  
  )  
COUNTY OF DAKOTA        )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

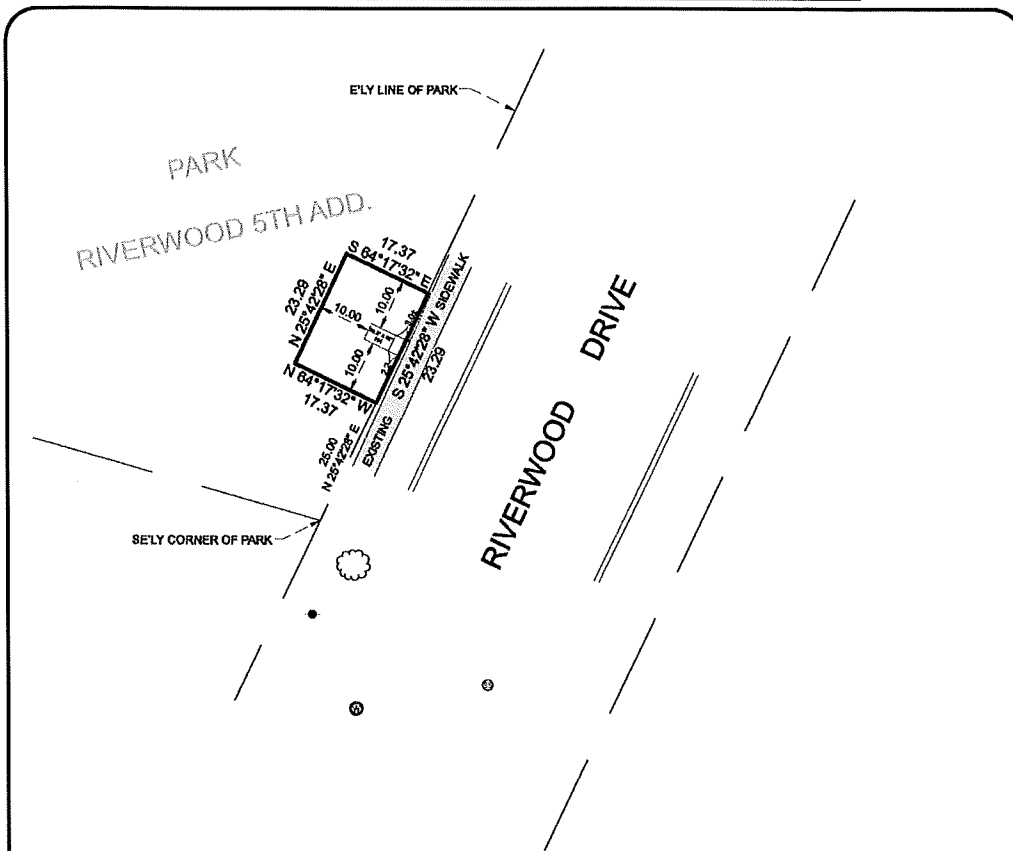


**EXHIBIT A**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement over, under and across that part of the Park dedicated in RIVERWOOD 5TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeasterly corner of said Park; thence on an assumed bearing of North 25 degrees 42 minutes 28 seconds East, along the easterly line of said Park, a distance of 25.00 feet to the point of beginning of the easement to be described; thence North 64 degrees 17 minutes 32 seconds West, a distance of 17.37 feet; thence North 25 degrees 42 minutes 28 seconds East, a distance of 23.29 feet; thence South 64 degrees 17 minutes 32 seconds East, a distance of 17.37 feet to the easterly line of said Park; thence South 25 degrees 42 minutes 28 seconds West, along said easterly line, a distance of 23.29 feet to the point of beginning.

**EXHIBIT B**  
**DEPICTION OF PERMANENT EASEMENT AREA**



**PROPOSED EASEMENT DESCRIPTION**

An easement over, under and across that part of the Park dedicated in RIVERWOOD 5TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeasterly corner of said Park; thence on an assumed bearing of North 25 degrees 42 minutes 28 seconds East, along the easterly line of said Park, a distance of 25.00 feet to the point of beginning of the easement to be described; thence North 64 degrees 17 minutes 32 seconds West, a distance of 17.37 feet; thence North 25 degrees 42 minutes 28 seconds East, a distance of 23.29 feet; thence South 64 degrees 17 minutes 32 seconds East, a distance of 17.37 feet to the easterly line of said Park; thence South 25 degrees 42 minutes 28 seconds West, along said easterly line, a distance of 23.29 feet to the point of beginning.



BEARINGS SHOWN HEREON ARE ORIENTED TO THE DAKOTA COUNTY COORDINATE SYSTEM, NAD 83, 1996 ADJUSTMENT (HARN)

**CERTIFICATE OF SURVEY FOR:**  
**HIAWATHA BROADBAND COMMUNICATIONS INC.**



**JOHNSON & SCOFIELD INC.**  
**SURVEYING AND ENGINEERING**

1112 HIGHWAY 55, SUITE 201, HASTINGS, MN 55033  
(851) 438-0000

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Mitchell A. Scofield*

Mitchell A. Scofield  
Minnesota License No. 48634  
Date: March 31, 2023

BK. NA	PG. NA	W.O.#	DRAWING NUMBER
SHEET 1 OF 1 SHEETS		21-51B	S-NA

**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Hiawatha Broadband Communications, Inc., a Minnesota corporation (“HBC”).

**PROPERTY DESCRIPTION**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

Outlot D, Century South, according to the recorded plat thereof, Dakota County, Minnesota

*Abstract Property*  
PID: 19-17500-00-040

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto HBC, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements

ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

The rights of HBC also include the right of HBC, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and any underground communication lines, together with the right to excavate and refill ditches or trenches for the location of such communication lines; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as HBC may deem appropriate relating to the purposes of the Permanent Easement.

If HBC removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, HBC shall restore the Permanent Easement Area to the satisfaction of the City, at its own expense.

HBC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by HBC or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with HBC, its



successors and assigns, that it is well seized in fee of the City's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to HBC.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of this page has been intentionally left blank]**



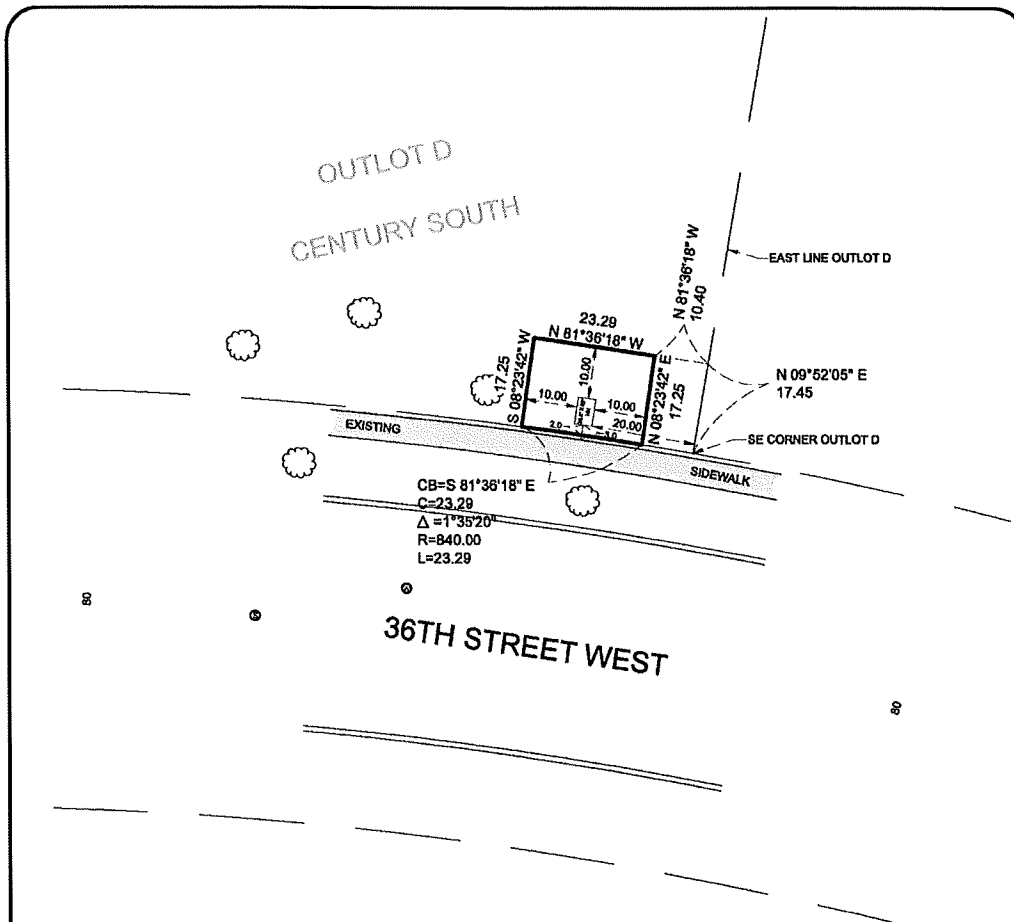


**EXHIBIT A**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement over, under and across that part of Outlot D, CENTURY SOUTH, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Outlot D; thence on an assumed bearing of North 09 degrees 52 minutes 05 seconds East, along the east line of said Outlot D, a distance of 17.45 feet; thence North 81 degrees 36 minutes 18 seconds West, a distance of 10.40 feet to the point of beginning of the easement to be described; thence North 81 degrees 36 minutes 18 seconds West, a distance of 23.29 feet; thence South 08 degrees 23 minutes 42 seconds West, a distance of 17.25 feet to the south line of said Outlot D; thence easterly, a distance 23.29 feet, along said south line, along a nontangential curve concave to the south, having a central angle of 01 degrees 35 minutes 20 seconds, a radius of 840.00 feet and a chord that bears South 81 degrees 36 minutes 18 seconds East; thence North 08 degrees 23 minutes 42 seconds East, a distance of 17.25 feet to the point of beginning.

**EXHIBIT B**  
**DEPICTION OF PERMANENT EASEMENT AREA**



**PROPOSED EASEMENT DESCRIPTION**

An easement over, under and across that part of Outlot D, CENTURY SOUTH, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Outlot D; thence on an assumed bearing of North 09 degrees 52 minutes 05 seconds East, along the east line of said Outlot D, a distance of 17.45 feet; thence North 81 degrees 36 minutes 18 seconds West, a distance of 10.40 feet to the point of beginning of the easement to be described; thence North 81 degrees 36 minutes 18 seconds West, a distance of 23.29 feet; thence South 08 degrees 23 minutes 42 seconds West, a distance of 17.25 feet to the south line of said Outlot D; thence easterly, a distance 23.29 feet, along said south line, along a nontangential curve concave to the south, having a central angle of 01 degrees 35 minutes 20 seconds, a radius of 840.00 feet and a chord that bears South 81 degrees 36 minutes 18 seconds East; thence North 08 degrees 23 minutes 42 seconds East, a distance of 17.25 feet to the point of beginning.



BEARINGS SHOWN HEREON ARE ORIENTED TO THE DAKOTA COUNTY COORDINATE SYSTEM, NAD 83, 1996 ADJUSTMENT (HARN)

**CERTIFICATE OF SURVEY FOR:**

*HIAWATHA BROADBAND COMMUNICATIONS INC.*



**JOHNSON & SCOFIELD INC.**  
**SURVEYING AND ENGINEERING**

1112 HIGHWAY 65, SUITE 201, HASTINGS, MN 55033  
(651) 438-0000

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Mitchell A. Scofield*

Mitchell A. Scofield  
Minnesota License No. 48634  
Date: March 31, 2023

BK. NA	PG. NA	W.O.#	DRAWING NUMBER
SHEET 1 OF 1 SHEETS	21-51B		S-NA

**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Hiawatha Broadband Communications, Inc., a Minnesota corporation (“HBC”).

**PROPERTY DESCRIPTION**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

Lot One (1), except the South 48 feet thereof;

Lot Nine (9) except the South twenty feet (20’) thereof and except the north 66 feet of the south 86 feet thereof;

All in Powers Place, according to the plat thereof now on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota.

*Torrens Property*

PIDs: 19-58500-00-011 and 19-58500-00-092

Certificate of Title No. 75130

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto HBC, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that

real property legally described on Exhibit A and depicted on Exhibit B (the "Permanent Easement Area"), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any above ground and below ground communication lines and facilities, culverts and other utilities, and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

The rights of HBC also include the right of HBC, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and any underground communication lines, together with the right to excavate and refill ditches or trenches for the location of such communication lines; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as HBC may deem appropriate relating to the purposes of the Permanent Easement.

If HBC removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, HBC shall restore the Permanent Easement Area to the satisfaction of the City, at its own expense.

HBC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by HBC or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with HBC, its successors and assigns, that it is well seized in fee of the City's Property described above, the Permanent Easement Area described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to HBC.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of this page has been intentionally left blank]**







**EXHIBIT A**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

An easement over, under and across that part of vacated Williamson Street as dedicated in POWERS PLACE, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of the Northeast Quarter of Section 4, Township 114 North, Range 17 West, Dakota County, Minnesota; thence on an assumed bearing of South 89 degrees 36 minutes 00 seconds West, along the north line of said Northeast Quarter, a distance of 367.55 feet; thence South 00 degrees 24 minutes 00 seconds East, a distance of 120.39 feet to the point of beginning of the easement to be described; thence South 89 degrees 36 minutes 00 seconds West, a distance of 23.29 feet; thence South 00 degrees 24 minutes 00 seconds East, a distance of 19.61 feet to the south line of the north 140.00 feet of said vacated Williamson Street; thence North 89 degrees 36 minutes 00 seconds East, along said south line, a distance of 23.29 feet to the intersection with a line that bears South 00 degrees 24 minutes 00 seconds East from the point of beginning; thence North 00 degrees 24 minutes 00 seconds West, a distance of 19.61 feet to the point of beginning.





**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Eitemiller, Finance Manager**  
**Date: May 1, 2023**  
**Item: 2022 Budget Amendment and Fund Closures**

**Council Action Requested:**

Council is asked to approve a budget amendment and Fund closures. All of these will have an effective date of December 31, 2022.

**Background Information:**

**General Fund:** The General Fund balance will increase by approximately \$1 million, with the major revenue changes noted as follows: Non-Departmental decreased from budget \$3,732,448. One significant factor was \$2 million not being spent on the City Hall Dome project. The \$2 million is a reimbursable grant from the State of MN. Another factor was the pace the City has spent the ARPA grant. Because \$1,255,948 less than planned was spent due to the pace of multiple projects, the City could not recognize this as 2022 revenue. Because of accounting rules, the balance not spent was booked as unearned revenue. These funds will still be spent as the projects advance to completion. Building & Inspections' revenue exceeded budget by \$746,077, due to another year that saw a significant increase in permit revenues issued. The Public Works Engineering revenue is based on a percentage pertaining to the 2022 street project. Since the budget is an estimate, it needs to be amended to the actual amount. The Public Works Streets division slightly exceeded revenue compared to budget due to street opening permits. The Parks department's General Fund revenue exceeded budget due to tree removal service revenues.

General Fund expenditures were \$4.2 million under budget. By far, the most significant portion of this variance was Facilities Management, which finished the year \$3,036,489 under budget. This was due to delays in the City Hall Dome project, which was about \$2.2 million less than budgeted. This project will still need to be finished, planned in 2023-2024. Another significant budget variance is in the Finance department. Due to scheduling issues, much of the Finance system project was delayed, resulting in a positive budget variance of \$316,857. This project will not fully begin until later in 2023, with an expected completion date in 2024. The most significant variance remaining is in the Public Works Street division, which finished 2023 \$410,770 below budget. Most of this variance was in capital equipment which was nearly \$300,000 below budget because of delays in receiving orders. The largest of these was \$260,000 for a dump truck, which is expected to be received in 2023. The remainder of savings was in personnel, and services. Savings in personnel, services, and capital spread across all other departments, comprises the remainder of this variance.

**Special Revenue Funds:** The Fire/EMS Fund had a negative budget position for 2022 of \$601,189.98. This was entirely due to lower ambulance revenues. Steps are being taken that will hopefully improve revenues going forward.

**Enterprise Funds:** The only enterprise fund that had a negative variance in 2022 was the Hydro Plant. This variance was \$16,091. The reason was costs associated with the Wildcat Solar Garden. Without these costs, the Hydro Plant would have had a positive variance.

**Fund closures-**

Request authorization to close the following funds:

VIII-08

2016 Equipment Certificates  
Parks Facilities Bonds 2001  
2010 General Obligations Bonds  
2011 General Obligations Bonds  
2020 Street Improvements  
2021 Street Improvements

Before closing the 2021 Improvements fund, staff requests approval to transfer in funds from the Budget Stabilization Fund. This was planned in the 2021 budget but wasn't completed. This left the 2021 Improvements fund with a negative balance. Completing this transfer will resolve this situation. For the other funds, any residual amounts remaining will be transferred to our Debt Redemption fund.

**Financial Impact:**

The budget amendment creates a significant positive position in the general fund of \$1,022,568. The final year-end position for the fund may vary slightly as adjusting entries associated with our annual audit are made.

**Advisory Commission Discussion:**

None.

**Council Committee Discussion:**

None.

**Attachments:**

- 2022 Budget resolution, Fund closures

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

VIII-08

**RESOLUTION 5-XX-23**

**A RESOLUTION AMENDING THE 2022 BUDGET AND FUND CLOSURES  
AND TRANSFERS**

**WHEREAS**, the Mayor and City Council adopted the 2022 budget on December 6,  
2021; and

**WHEREAS**, there is a need to amend the budget and close funds;

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

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

**NOW THEREFORE LET IT BE RESOLVED THAT**, the budget is amended as  
follows with an effective date of December 31, 2022:

**Fund closures**

2016 Equipment Certificates  
Parks Facilities Bonds 2001  
2010 General Obligations Bonds  
2011 General Obligations Bonds  
2020 Street Improvements  
2021 Street Improvements

**General Fund**

Revenues by Major Category:

VIII-08

	2023 Budget w/rollovers	Change	Amended 4/1/23
Non-Departmental	14,895,919	(3,495,415)	11,400,504
Investments	45,000	(237,033)	(192,033)
City Clerk	103,750	2,207	105,957
Finance	-	-	-
Facility Maintenance	33,880	(15,015)	18,865
Planning	17,000	7,837	24,837
I.T.	-	612	612
Police	597,056	241,257	838,313
Building & Inspections	431,200	746,077	1,177,277
Safety	10,000	(19,990)	(9,990)
Public Works-engineering	511,000	64,940	575,940
Public Works-Streets	611,000	21,226	632,226
Public Works-Street Lights	1,000	3,941	4,941
Parks & Recreation	75,500	41,878	117,378
Miscellaneous	-	-	-
Transfers In	472,380	-	472,380
	<hr/>	<hr/>	<hr/>
Total Revenues	<u>17,804,685</u>	<u>(2,637,477)</u>	<u>15,167,208</u>

Expenditures by Major Function:

Council & Mayor	115,157	15,064	100,093
Administration	330,496	12,915	317,581
City Clerk	651,097	95,897	555,200
Finance	1,066,765	316,857	749,908
Legal	236,500	7,626	228,874
Facility Management	3,614,684	3,036,489	578,195
Planning	244,460	(4,865)	249,325
I.T.	807,158	94,741	712,417
Police	6,036,509	54,563	5,981,946
Building & Inspections	738,386	(27,498)	765,884
Safety	2,700	(10,651)	13,351
Public Works-Engineering	560,833	42,700	518,133
Public Works-Streets	2,022,652	410,770	1,611,882
Public Works-Street Lights	216,800	(41,828)	258,628
Public Works-Sidewalks	25,000	21,075	3,925
Parks & Recreation	126,950	(56,482)	183,432
Miscellaneous/Transfers Out	1,557,856	241,991	1,315,865
	<hr/>	<hr/>	<hr/>
Total Expenditures	<u>18,354,003</u>	<u>4,209,364</u>	<u>14,144,640</u>
Revenues less Expenditures	(549,318)	(1,571,886)	1,022,568
Appropriated Fund Balance	<u>549,318</u>	<u>1,571,886</u>	<u>(1,022,568)</u>







*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Eitemiller, Finance Manager**  
**Date: May 1, 2023**  
**Item: Set Sale Date for Issuance of Bonds**

**Council Action Requested:**

Approve the sale date as June 5, 2023 for \$4,450,000 General Obligation Improvement Bonds as well as corresponding resolution.

**Background Information:**

These bonds are for the financing of the 2023 street improvement project. These obligations will be sold by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). The rating of these bonds will take place the week of May 8.

**Financial Impact:**

Bond and interest payments are factored into the City's debt structure.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

Resolution  
Finance Plan  
Municipal Advisory Agreement

EXTRACT OF MINUTES OF A MEETING  
OF THE CITY COUNCIL  
CITY OF HASTINGS, MINNESOTA

HELD: May 1, 2023

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Hastings, Dakota and Washington Counties, Minnesota, was duly held at the City Hall on May 1, 2023, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$4,450,000 General Obligation Bonds, Series 2023A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF  
GENERAL OBLIGATION BONDS, SERIES 2023A

A. WHEREAS, the City Council of the City of Hastings, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue General Obligation Bonds, Series 2023A (the "Bonds") to finance City's 2023 street reconstruction projects and utility improvement projects; and

B. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent municipal advisor and is therefore authorized to sell the Bonds by competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

C. WHEREAS, the City has retained Taft Stettinius & Hollister LLP, in Minneapolis, Minnesota as its bond counsel for purposes of this financing.

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

1. Authorization. The City Council hereby authorizes Northland to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. The City Council shall meet at the time and place specified in the Notice of Sale, in substantially the form attached hereto as Attachment A, for the purpose of considering sealed proposals for and awarding the sale of the Bonds. The Finance Manager, or designee, shall open proposals at the time and place specified in the Notice of Sale.

3. Notice of Sale. The terms and conditions of the Bonds and the negotiation thereof are in substantially in the form set forth in the Notice of Sale attached hereto as Attachment A and hereby approved and made a part hereof.

4. Official Statement. In connection with the competitive negotiated sale of the Bonds, the Finance Manager and other officers or employees of the City are hereby authorized to cooperate with Northland and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTIES OF DAKOTA AND WASHINGTON  
CITY OF HASTINGS

I, the undersigned, being the duly qualified and acting Clerk of the City of Hastings, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$4,450,000 General Obligation Bonds, Series 2023A.

WITNESS my hand on May 1, 2023.

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Clerk

NOTICE OF SALE

\$4,450,000\*  
GENERAL OBLIGATION BONDS, SERIES 2023A

CITY OF HASTINGS, MINNESOTA  
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

**TIME AND PLACE:**

Proposals (also referred to herein as "bids") will be opened by the City's Finance Manager, or designee, on Monday, June 5, 2023, at 10:00 A.M., CT, at the offices of Northland Securities, Inc. (the City's "Municipal Advisor"), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Monday, June 5, 2023 at 7:00 P.M., CT.

**SUBMISSION OF PROPOSALS**

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) emailed to [PublicSale@northlandsecurities.com](mailto:PublicSale@northlandsecurities.com)
- d) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4968, or
- e) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:00 A.M., CT, on Monday, June 5, 2023. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:00 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal/ at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

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\* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

## BOOK-ENTRY SYSTEM

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The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through U.S. Bank Trust Company, National Association, St. Paul, Minnesota (the "Paying Agent/Registrar"), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

### DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be June 29, 2023)

### AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 444 and 475 and Section 475.58 Sub. 3b. Proceeds will be used to finance various street and utility improvement projects within the City and to pay costs associated with the issuance of the Bonds. The Bonds are payable from net revenues of the City's sewer and water utilities and additionally secured by ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

### INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing February 1, 2024, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

### MATURITIES

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$105,000	2028	\$430,000	2032	\$475,000
2025	390,000	2029	440,000	2033	495,000
2026	400,000	2030	455,000	2034	385,000
2027	415,000	2031	460,000		

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

**ESTABLISHMENT OF ISSUE PRICE  
(HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)**

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

**Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.**

In the event that the competitive sale requirements are not satisfied, the City shall promptly so advise the winning bidder. The City may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the "Hold-the-Offering-Price Rule"). Bids will **not** be subject to cancellation in the event that the City determines to apply the Hold-the-Offering-Price Rule to the Bonds. **Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the **earlier** of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the "10% Test"), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.



The City acknowledges that, in making the representations set forth above, the winning bidder will be bound on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to comply with the Hold-the-Offering-Price Rule, if applicable if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of Bonds that to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public, and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

*Notes: Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:*

- (1) "public" means any person other than an underwriter or a related party,*
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).*
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the*

*purchaser are subject, directly or indirectly, to (A) more than 50% common ownership voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership or another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and*

(4) *"sale date" means the date that the Bonds are awarded by the City to the winning bidder.*

#### **ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS**

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

#### **OPTIONAL REDEMPTION**

Bonds maturing on February 1, 2032 through 2034 are subject to redemption and prepayment at the option of the City on February 1, 2031 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

#### **CUSIP NUMBERS**

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

#### **DELIVERY**

Delivery of the Bonds will be within thirty days after award, subject to an approving legal opinion by Taft Stettinius and Hollister, Professional Association, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

#### **TYPE OF PROPOSAL**

Proposals of not less than \$4,401,050 (98.90%) and accrued interest on the principal sum of \$4,450,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Chris Eitemiller, Finance Manager  
Hastings City Hall  
101 4th Street East  
Hastings, Minnesota 55033

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A good faith deposit (the "Deposit") in the amount of \$89,000 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

#### **AWARD**

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

#### **INFORMATION FROM SUCCESSFUL BIDDER**

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

#### **OFFICIAL STATEMENT**

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

#### **FULL CONTINUING DISCLOSURE UNDERTAKING**

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

#### **BANK QUALIFICATION**

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

**BOND INSURANCE AT UNDERWRITER'S OPTION**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: May 1, 2023

BY ORDER OF THE HASTINGS CITY COUNCIL

/s/ Chris Eitemiller  
Finance Manager

Additional information may be obtained from:  
Northland Securities, Inc.  
150 South 5<sup>th</sup> Street, Suite 3300  
Minneapolis, Minnesota 55402  
Telephone No.: 612-851-5900

**EXHIBIT A***[FORM OF ISSUE PRICE CERTIFICATE – COMPETITIVE SALE SATISFIED]*

The undersigned, on behalf of \_\_\_\_\_ (the "Underwriter"), hereby certifies as set forth below with respect to the sale of the General Obligation Bonds, Series 2023A (the "Bonds") of the City of Hastings, Minnesota (the "Issuer").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in **Schedule A** (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as **Schedule B** is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Taft Stettinius & Hollister LLP, Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: June 29, 2023.

*[FORM OF ISSUE PRICE CERTIFICATE – HOLD-THE-OFFERING-PRICE RULE APPLIES]*

The undersigned, on behalf of \_\_\_\_\_ (the "Underwriter"), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of General Obligation Bonds, Series 2023A (the "Bonds") of the City of Hastings, Minnesota (the "Issuer").

1. Initial Offering Price of the Bonds.

(a) The Underwriter offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter

(as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. VIII-09

2. Defined Terms.

(a) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_), or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Taft Stettinius & Hollister LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: June 29, 2023.

# Finance Plan

**City of Hastings, Minnesota**

**\$4,450,000**

**General Obligation Bonds, Series 2023A**

**May 1, 2023**



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

[www.northlandsecurities.com](http://www.northlandsecurities.com)

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## Executive Summary

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The following is a summary of the recommended terms for the issuance of \$4,450,000 General Obligation Bonds, Series 2023A (the "Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 – Related Considerations.

<b>Purpose</b>	Proceeds from the Bonds will be used to finance the City's 2023 street and utility projects and to pay the costs associated with the issuance of the Bonds.
<b>Security</b>	The Bonds will be a general obligation of the City. The City will pledge net revenues of the City's water and sanitary sewer utilities and ad valorem taxes for payment of the Bonds.
<b>Repayment Term</b>	The Bonds will mature annually each February 1 in the years 2024 through 2034. Interest on the Bonds will be payable on February 1, 2024, and semiannually thereafter on each February 1 and August 1.
<b>Estimated Interest Rate</b>	True interest cost (TIC): 3.26%
<b>Prepayment Option</b>	Bonds maturing on and after February 1, 2032, will be subject to redemption on February 1, 2031, and any day thereafter at a price of par plus accrued interest.
<b>Rating</b>	A rating will be requested from Standard & Poor's ("S&P"). The City's general obligation debt is currently rated "AA" by S&P.
<b>Tax Status</b>	The Bonds will be tax-exempt, bank qualified obligations.
<b>Risk Factors</b>	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.
<b>Type of Bond Sale</b>	Public Sale – Competitive Bids
<b>Proposals Received</b>	Monday, June 5, 2023 @ 10:00 A.M.
<b>Council Consideration</b>	Monday, June 5, 2023 @ 7:00 P.M.

**Purpose**

Proceeds from the Bonds will be used to finance the City’s 2023 street (the “Street Reconstruction Portion”) and utility (the “Revenue Portions”) projects and to pay costs associated with issuing the Bonds. The Revenue Portions consist of a “Water Portion” and a “Sanitary Sewer Portion.” The table below contains the sources and uses of funds for the bond issue.

	<b>Street Reconstruction</b>	<b>Water</b>	<b>Sanitary Sewer</b>	<b>Issue Summary</b>
<b>Sources Of Funds</b>				
Par Amount of Bonds	\$3,395,000.00	\$665,000.00	\$390,000.00	\$4,450,000.00
<b>Total Sources</b>	<b>\$3,395,000.00</b>	<b>\$665,000.00</b>	<b>\$390,000.00</b>	<b>\$4,450,000.00</b>
<b>Uses Of Funds</b>				
Deposit to Project Construction Fund	3,250,000.00	650,000.00	380,000.00	4,280,000.00
Deposit to Capitalized Interest (CIF) Fund	60,620.22	-	-	60,620.22
Costs of Issuance	44,545.07	8,725.32	5,117.11	58,387.50
Total Underwriter's Discount (1.100%)	37,345.00	7,315.00	4,290.00	48,950.00
Rounding Amount	2,489.71	(1,040.32)	592.89	2,042.28
<b>Total Uses</b>	<b>\$3,395,000.00</b>	<b>\$665,000.00</b>	<b>\$390,000.00</b>	<b>\$4,450,000.00</b>

**Authority**

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 444, and 475 and Section 475.58, Subdivision 3b.

**Street Reconstruction Portion**

Under Section 475.58, Subdivision 3b., street reconstruction bonds can be used to finance the reconstruction and bituminous overlay of existing city streets. Eligible improvements may include utility replacement and relocation and other activities incidental to the street reconstruction; the addition or reconstruction of turn lanes, bicycle lanes, sidewalks, paths, and other improvements having a substantial public safety function; realignments and other modifications to intersect with state and county roads; and the local share of state and county road projects. Eligible improvements do not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed.

Minnesota Statutes, Section 475.53 states that a city or county may not incur or be subject to a net debt in excess of three percent (3%) of its estimated market value. Net debt is, with limited exceptions, debt paid solely from ad valorem taxes, including street reconstruction bonds. The City’s 2022/2023 Estimated Market Value is \$2,751,290,300 and the City’s legal debt margin is \$82,538,709 ( $\$2,751,290,300 \times 0.03 = \$82,538,709$ ). The City currently has \$3,440,000 applicable towards its debt limit, prior to issuance of the Street Reconstruction Portion of the Bonds.

Before issuing street reconstruction bonds, the City must hold a public hearing on the street reconstruction project and the proposed bonds, and then must pass a resolution approving the Street Reconstruction Plan and issuance of street reconstruction bonds. The City held the required public hearing and approved the Street Reconstruction Plan on February 21, 2023.

If a petition signed by voters equal to at least 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the clerk within 30 days after the public hearing, then the bonds may not be issued unless approved by the voters at an election. The

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Calendar of Events provided in Attachment 4 indicates that the Bonds will be sold after the 110-09 day petition period, which expired on March 23, 2023.

### ***Water and Sanitary Sewer Portions***

Under Chapter 444, general obligation utility revenue bonds may be issued to build, construct, reconstruct, repair, enlarge, improve, or in any other manner obtain sanitary sewer, water and storm sewer facilities, and maintain and operate the facilities inside or outside a city's corporate limits.

### **Structure**

The Street Reconstruction Portion of the Bonds has been structured over 10 years, with relatively level annual debt service payments beginning in 2025. The Revenue Portions of the Bonds have been structured over 10 years, with relatively level annual debt service payments beginning in 2024.

The proposed structure for the bond issue and preliminary debt service projections for each portion of the issue are illustrated in Attachment 1 and the estimated levies are illustrated in Attachment 2.

### **Security and Source of Repayment**

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- **Special Assessments.** Although not pledged as security for the Bonds, the City is expected to levy special assessments against benefited properties in the amount of \$500,000 to reduce the levy on the Street Reconstruction Portion of the Bonds. The assessments are structured for level annual payments, with interest charged at a rate that is 1.50% over the True Interest Cost of the Street Reconstruction Portion of the Bonds (currently estimated to be 4.75%). The assessments will be levied in 2023 for first payment in 2024.
- **Utility Revenues.** Net revenues of the City's sewer and water utilities (operating funds) will be pledged for payment of the Revenue Portions of the Bonds. The City will covenant to adopt sanitary sewer and water rates and charges that are sufficient to produce net revenues equal to at least 105% of the debt service requirements on the Revenue Portions of the Bonds. In the event there is a deficiency in the amount of net revenues available for payment of debt service, the City may levy taxes to cover the insufficiency, but only on a temporary basis until rates are adjusted.
- **Property Taxes.** The remaining revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show annual tax levies averaging approximately \$355,114 for the Street Reconstruction Portion are needed to produce the statutory requirement of 105% of debt service, after accounting for assessments, and sanitary sewer and water utility revenues. The full 105% levy will need to be certified by the City; however, the levies may be adjusted annually based on actual special assessment collections and additional monies in the debt service fund. The initial tax levy will be made in 2023 for taxes payable in 2024.

Given the timing of the initial revenue from the tax levy, capitalized interest will be included in the bond issue to cover the first interest payment due on February 1, 2024, before the first tax collections are received for the Street Reconstruction Portion of the Bonds.

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## Plan Rationale

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The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost-effective financing. The City has successfully issued and managed this type of debt for previous projects.

## Issuing Process

Northland will receive bids to purchase the Bonds on Monday, June 5, 2023, at 10:00 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

**Municipal Advisor:** Northland Securities, Inc., Minneapolis, Minnesota

**Bond Counsel:** Taft Stettinius and Hollister LLP, Minneapolis, Minnesota

**Paying Agent:** US Bank Trust Company, National Association, St. Paul, Minnesota

## Attachment 1 - Preliminary Debt Service Schedules

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### Total Combined 2023A Bonds

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/29/2023	-	-	-	-	-
02/01/2024	105,000.00	3.100%	79,271.80	184,271.80	184,271.80
08/01/2024	-	-	65,678.75	65,678.75	-
02/01/2025	390,000.00	3.050%	65,678.75	455,678.75	521,357.50
08/01/2025	-	-	59,731.25	59,731.25	-
02/01/2026	400,000.00	3.000%	59,731.25	459,731.25	519,462.50
08/01/2026	-	-	53,731.25	53,731.25	-
02/01/2027	415,000.00	2.950%	53,731.25	468,731.25	522,462.50
08/01/2027	-	-	47,610.00	47,610.00	-
02/01/2028	430,000.00	2.900%	47,610.00	477,610.00	525,220.00
08/01/2028	-	-	41,375.00	41,375.00	-
02/01/2029	440,000.00	2.900%	41,375.00	481,375.00	522,750.00
08/01/2029	-	-	34,995.00	34,995.00	-
02/01/2030	455,000.00	2.900%	34,995.00	489,995.00	524,990.00
08/01/2030	-	-	28,397.50	28,397.50	-
02/01/2031	460,000.00	2.950%	28,397.50	488,397.50	516,795.00
08/01/2031	-	-	21,612.50	21,612.50	-
02/01/2032	475,000.00	3.050%	21,612.50	496,612.50	518,225.00
08/01/2032	-	-	14,368.75	14,368.75	-
02/01/2033	495,000.00	3.200%	14,368.75	509,368.75	523,737.50
08/01/2033	-	-	6,448.75	6,448.75	-
02/01/2034	385,000.00	3.350%	6,448.75	391,448.75	397,897.50
<b>Total</b>	<b>\$4,450,000.00</b>	<b>-</b>	<b>\$827,169.30</b>	<b>\$5,277,169.30</b>	<b>-</b>

#### Yield Statistics

Bond Year Dollars	\$27,030.56
Average Life	6.074 Years
Average Coupon	3.0601269%

Net Interest Cost (NIC)	3.2412183%
True Interest Cost (TIC)	3.2603632%
Bond Yield for Arbitrage Purposes	3.0553851%
All Inclusive Cost (AIC)	3.5090199%

#### IRS Form 8038

Net Interest Cost	3.0601269%
Weighted Average Maturity	6.074 Years

#### Optional Redemption

02/01/2031	@100.000%
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\*Based on Bank Qualified "AA" rates as of April 14, 2023, plus 0.50%.

## Street Reconstruction Portion

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Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/29/2023	-	-	-	-	-
02/01/2024	-	-	60,620.22	60,620.22	60,620.22
08/01/2024	-	-	51,470.00	51,470.00	-
02/01/2025	295,000.00	3.050%	51,470.00	346,470.00	397,940.00
08/01/2025	-	-	46,971.25	46,971.25	-
02/01/2026	305,000.00	3.000%	46,971.25	351,971.25	398,942.50
08/01/2026	-	-	42,396.25	42,396.25	-
02/01/2027	315,000.00	2.950%	42,396.25	357,396.25	399,792.50
08/01/2027	-	-	37,750.00	37,750.00	-
02/01/2028	325,000.00	2.900%	37,750.00	362,750.00	400,500.00
08/01/2028	-	-	33,037.50	33,037.50	-
02/01/2029	335,000.00	2.900%	33,037.50	368,037.50	401,075.00
08/01/2029	-	-	28,180.00	28,180.00	-
02/01/2030	345,000.00	2.900%	28,180.00	373,180.00	401,360.00
08/01/2030	-	-	23,177.50	23,177.50	-
02/01/2031	350,000.00	2.950%	23,177.50	373,177.50	396,355.00
08/01/2031	-	-	18,015.00	18,015.00	-
02/01/2032	365,000.00	3.050%	18,015.00	383,015.00	401,030.00
08/01/2032	-	-	12,448.75	12,448.75	-
02/01/2033	375,000.00	3.200%	12,448.75	387,448.75	399,897.50
08/01/2033	-	-	6,448.75	6,448.75	-
02/01/2034	385,000.00	3.350%	6,448.75	391,448.75	397,897.50
<b>Total</b>	<b>\$3,395,000.00</b>	<b>-</b>	<b>\$660,410.22</b>	<b>\$4,055,410.22</b>	<b>-</b>

## Water Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/29/2023	-	-	-	-	-
02/01/2024	65,000.00	3.100%	11,755.69	76,755.69	76,755.69
08/01/2024	-	-	8,973.75	8,973.75	-
02/01/2025	60,000.00	3.050%	8,973.75	68,973.75	77,947.50
08/01/2025	-	-	8,058.75	8,058.75	-
02/01/2026	60,000.00	3.000%	8,058.75	68,058.75	76,117.50
08/01/2026	-	-	7,158.75	7,158.75	-
02/01/2027	65,000.00	2.950%	7,158.75	72,158.75	79,317.50
08/01/2027	-	-	6,200.00	6,200.00	-
02/01/2028	65,000.00	2.900%	6,200.00	71,200.00	77,400.00
08/01/2028	-	-	5,257.50	5,257.50	-
02/01/2029	65,000.00	2.900%	5,257.50	70,257.50	75,515.00
08/01/2029	-	-	4,315.00	4,315.00	-
02/01/2030	70,000.00	2.900%	4,315.00	74,315.00	78,630.00
08/01/2030	-	-	3,300.00	3,300.00	-
02/01/2031	70,000.00	2.950%	3,300.00	73,300.00	76,600.00
08/01/2031	-	-	2,267.50	2,267.50	-
02/01/2032	70,000.00	3.050%	2,267.50	72,267.50	74,535.00
08/01/2032	-	-	1,200.00	1,200.00	-
02/01/2033	75,000.00	3.200%	1,200.00	76,200.00	77,400.00
<b>Total</b>	<b>\$665,000.00</b>	<b>-</b>	<b>\$105,218.19</b>	<b>\$770,218.19</b>	<b>-</b>

Sanitary Sewer Portion

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<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>	<b>Fiscal Total</b>
06/29/2023	-	-	-	-	-
02/01/2024	40,000.00	3.100%	6,895.89	46,895.89	46,895.89
08/01/2024	-	-	5,235.00	5,235.00	-
02/01/2025	35,000.00	3.050%	5,235.00	40,235.00	45,470.00
08/01/2025	-	-	4,701.25	4,701.25	-
02/01/2026	35,000.00	3.000%	4,701.25	39,701.25	44,402.50
08/01/2026	-	-	4,176.25	4,176.25	-
02/01/2027	35,000.00	2.950%	4,176.25	39,176.25	43,352.50
08/01/2027	-	-	3,660.00	3,660.00	-
02/01/2028	40,000.00	2.900%	3,660.00	43,660.00	47,320.00
08/01/2028	-	-	3,080.00	3,080.00	-
02/01/2029	40,000.00	2.900%	3,080.00	43,080.00	46,160.00
08/01/2029	-	-	2,500.00	2,500.00	-
02/01/2030	40,000.00	2.900%	2,500.00	42,500.00	45,000.00
08/01/2030	-	-	1,920.00	1,920.00	-
02/01/2031	40,000.00	2.950%	1,920.00	41,920.00	43,840.00
08/01/2031	-	-	1,330.00	1,330.00	-
02/01/2032	40,000.00	3.050%	1,330.00	41,330.00	42,660.00
08/01/2032	-	-	720.00	720.00	-
02/01/2033	45,000.00	3.200%	720.00	45,720.00	46,440.00
<b>Total</b>	<b>\$390,000.00</b>	<b>-</b>	<b>\$61,540.89</b>	<b>\$451,540.89</b>	<b>-</b>

## Attachment 2 – Estimated Levy Schedules

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### Street Reconstruction Portion

Date	Total P+I	CIF	105% Levy	Less:		Levy Year	Collection Year
				Special Assessment Revenue*	Net Levy		
02/01/2024	60,620.22	(60,620.22)	-	-	-		
02/01/2025	397,940.00	-	417,837.00	64,339.14	353,497.86	2023	2024
02/01/2026	398,942.50	-	418,889.63	64,339.14	354,550.49	2024	2025
02/01/2027	399,792.50	-	419,782.13	64,339.13	355,443.00	2025	2026
02/01/2028	400,500.00	-	420,525.00	64,339.13	356,185.87	2026	2027
02/01/2029	401,075.00	-	421,128.75	64,339.14	356,789.61	2027	2028
02/01/2030	401,360.00	-	421,428.00	64,339.15	357,088.85	2028	2029
02/01/2031	396,355.00	-	416,172.75	64,339.14	351,833.61	2029	2030
02/01/2032	401,030.00	-	421,081.50	64,339.14	356,742.36	2030	2031
02/01/2033	399,897.50	-	419,892.38	64,339.15	355,553.23	2031	2032
02/01/2034	397,897.50	-	417,792.38	64,339.14	353,453.24	2032	2033
<b>Total</b>	<b>\$4,055,410.22</b>	<b>(60,620.22)</b>	<b>\$4,194,529.50</b>	<b>\$643,391.40</b>	<b>\$3,551,138.10</b>		

\*Special assessment revenue is based on assessments totaling \$500,000 assessed at a rate of 4.75% (1.50% over the True Interest Cost, rounded to the nearest 0.05%), with equal annual payments spread over 10 years.



### Bank Qualified

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore, the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

### Arbitrage Compliance

Project/Construction Fund. All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "small issuer exemption" because the City expects to issue less than \$5,000,000 of tax-exempt bonds, including any 501(c)3 conduit financings, in calendar year 2023.

Debt Service Fund. The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

### Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities, Inc.

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of "financial obligations" (such as USDA loans, Public Finance Authority loans and lease agreements) must be reported within ten days of occurrence. Northland currently serves as dissemination agent for the City. We will assist with getting your annual report filed in compliance with full continuing disclosure regulations.

### Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

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A premium bid produces additional funds that can be used in several ways:

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- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff prior to the sale day to determine use of premium (if any).

### **Rating**

A rating will be requested from Standard and Poor's ("S&P"). The City's general obligation debt is currently rated "AA" by S&P. The rating process will include a conference call with the rating analyst from S&P. Northland will assist City staff in preparing for and conducting the rating calls.

## Attachment 4 - Calendar of Events

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The following checklist of items denotes each milestone activity as well as the members of the finance team who will have the responsibility to complete it. *Please note this proposed timetable assumes regularly scheduled City Council meetings.*

February 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holiday

Date	Action	Responsible Party
February 7	Draft Street Reconstruction Plan distributed to City staff	City Staff, Northland, Bond Counsel
February 11	Notice of Public Hearing for Street Reconstruction Plan Published <b><u>no later than this date</u></b>	City Staff
February 21	Public Hearing - Resolution Approving the Street Reconstruction Plan and Issuance of the Bonds Adopted (2/3 vote required)	<b>City Council Action</b>
March 6	Assessment Hearing Held	<b>City Council Action</b>

Date	Action	Responsible Party
March 23	General Information Certificate relating to the Bonds sent to City for completion  Referendum Period Over	Northland
April 3 or April 17	Construction Bids Awarded	<b>City Council Action</b>
April 6	City returns General Information Certificate to Northland	City Staff
April 19	Final project costs and sources of repayment provided to Northland	City Staff
April 21	Rating Request sent to S&P Preliminary Official Statement Sent to City for Sign Off	Northland, City Staff
April 24	Set Sale Resolution and Finance Plan Sent to City	Northland, Bond Counsel
May 1	Set Sale Resolution Adopted and Review of Finance Plan - 7:00 p.m.	Northland, Bond Counsel, <b>City Council Action</b>
Week of May 1 or May 8	Rating Call with S&P	Northland, City Staff, Rating Agency
May 19	Rating Received	Northland, City Staff, Rating Agency
May 26	Awarding Resolution sent to City	Northland, Bond Counsel
June 5	Bond Sale at 10:00 a.m.  Bond Proposal Signed and Awarding Resolution adopted - 7:00 p.m.	Northland, <b>City Council Action</b>
June 29	Closing on the Bonds (Proceeds Available)	Northland, City Staff, Bond Counsel

**Property Taxes:** Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

**Special Assessments:** Special assessments for the financed projects have not been levied at this time. This Finance Plan is based on the assumptions listed earlier in this report. Changes in the terms and timing for the actual assessments will alter the projected flow of funds for payment of debt service on the Street Reconstruction Portion of the Bonds. Also, special assessments may be prepaid. It is likely that the income earned on the investment of prepaid assessments will be less than the interest paid if the assessments remained outstanding. Delinquencies in assessment collections would reduce revenues needed to pay debt service. The collection of deferred assessments, if any, has not been included in the revenue projections. Projected assessment income should be reviewed annually and adjusted as needed.

**Utility Revenues:** The City pledges the net revenues of the sanitary sewer and water utilities to the payment of principal and interest on the Sanitary Sewer Portion and Water Portion of the Bonds, respectively. The failure to adjust rates and charges as needed and the loss of significant customers will affect available net revenues. If the net revenues are insufficient, the City is required to levy property taxes or use other revenues to cover the deficiency. Property taxes can only be used on a temporary basis and may not be an ongoing source of revenue to pay debt service.

**General:** In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.

**MUNICIPAL ADVISORY SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF HASTINGS, MINNESOTA  
AND  
NORTHLAND SECURITIES, INC.**

This Agreement is made and entered into by and between the City of Hastings, Minnesota (hereinafter "Client") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "Northland").

**WITNESSETH**

WHEREAS, the Client desires to have Northland provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Bonds, Series 2023A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, Northland is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, Northland will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website ([www.msrb.org](http://www.msrb.org)) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the Client and Northland are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, Northland desires to furnish services to the Client as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**SERVICES TO BE PROVIDED BY NORTHLAND**

Northland shall provide the Client with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

**Planning and Development**

1. Assist Client officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Assist the Client in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt

service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.

4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the Client and other project and bond issue related meetings as needed and as requested.

#### **Bond Sale**

1. Assist the Client with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the Client and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
3. Prepare and submit application for bond rating(s) and assist the Client with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the Client with preparing and conducting the rating call or other presentation.
4. Assist the Client in receiving the bids, compute the accuracy of the bids received, and recommend to the Client the most favorable bid for award.
5. Coordinate with bond counsel the preparation of required contracts and resolutions.

#### **Post-Sale Support**

1. Assist the Client with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the Client a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

### **COMPENSATION**

For providing these services with respect to the Debt, Northland shall be paid a lump sum of \$23,887.50. The fee due to Northland shall be payable by the Client upon the closing of the Bonds.

Northland agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The Client agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- Client staff expenses.
- Airfare and lodging expenses of one Northland official and Client officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.

- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the Client under the terms of this Agreement to issue the Debt. If the Debt is not issued, Northland agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

### CONFLICTS OF INTEREST

Northland, as your Municipal Advisor, mitigates conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Northland to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to our own financial or other interests. In addition, because Northland is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Northland is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Northland's municipal advisory supervisory structure leverages our long-standing and comprehensive broker-dealer supervisory processes and practices, and provides strong safeguards against individual representatives of Northland potentially departing from our regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Northland serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Northland serves as Municipal Advisor to other Municipal Advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Northland could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Northland to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Northland serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. However, none of these other engagements or relationships would impair Northland's ability to fulfill its regulatory duties to the Client.

The compensation for services provided in this Agreement is customary in the municipal securities market, however, it may pose a conflict of interest. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Northland of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Northland. This form of compensation presents a



potential conflict of interest because, if the transaction requires more work than originally contemplated, Northland may suffer a loss. Thus, Northland may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by supervisory policies and procedures to ensure the scope of services within the transaction align with other comparable engagements. By executing this Agreement, the Client acknowledges and accepts the potential conflicts of interest posed by the compensation to Northland. Northland does not participate in any payments to be retained, nor participate in any fee splitting agreements or arrangements.

Northland is also a broker-dealer that engages in a broad range of securities-related activities to service its clients, in addition to serving as a Municipal Advisor or Underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of outstanding securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, and current or potential investors in the securities of the Client. These other Northland clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities. However, any potential conflict arising from Northland effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through other business units of Northland that operate independently from Northland's Municipal Advisory business, thereby reducing or eliminating the likelihood that the interests of such other clients would have an impact on the services provided by Northland to the Client under this Agreement. Northland has policies and procedures in place to ensure that Northland as a broker-dealer is not participating in bidding or determining market prices for the Client's transaction that is covered under this Agreement.

Northland Capital Holdings is the parent company of Northland Securities. A subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The Client is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with Northland Securities.

Northland is not aware of any additional material conflicts of interest that could reasonably be anticipated to impair Northland's ability to provide advice to or on behalf of the Client in accordance with the standards of conduct for municipal advisors.

#### **LEGAL AND DISCIPLINARY ACTIONS**

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The Client can find information about these forms and accessing information related to Northland at [www.sec.gov/municipal/oms-edgar-links](http://www.sec.gov/municipal/oms-edgar-links).

#### **SUCCESSORS OR ASSIGNS**

The terms and provisions of this Agreement are binding upon and inure to the benefit of the Client and Northland and their successors or assigns.

**TERM OF THIS AGREEMENT**

This Agreement may be terminated by thirty (30) days written notice by either the Client or Northland and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 1st day of May, 2023.

**Northland Securities, Inc.**



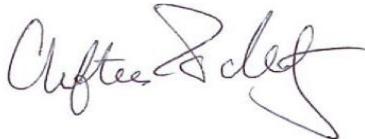
By: \_\_\_\_\_

Tammy Omdal, Managing Director



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

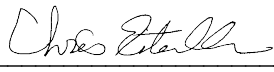
Jessica Green, Managing Director



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

Clifton Schultz, Managing Director

**City of Hastings, Minnesota**

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

Its: **Finance Manager** \_\_\_\_\_



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: May 1, 2023**  
**Item: Trail reconstruction and Overlay**

**Council Action Requested:**

Approve proposed trail work being added to Dakota County's Vermillion River Regional Greenway project and approve budget adjustment to complete the work.

**Background Information:**

Dakota County is nearly complete with the design and engineering work for the Vermillion River Regional Greenway trail reconstruction project, where multiple segments of this trail will be reconstructed. Along the route, there are a few key areas where city owned trails are in dire need of reconstruction or repairs, and adding these segments to the County's larger project affords the opportunity to realize very competitive pricing.

1. The trail along 22<sup>nd</sup> Street, adjacent to the Applebee's parking lot from Hwy 61 west to the intersection of the VRRG needs to be reconstructed, and the estimated price for this is \$9,520.00.
2. The trail along Hwy 61, bordering Applebee's parking lot from 22<sup>nd</sup> Street north to the business entrance needs a temporary repair to improve usability and safety until MnDOT's Hwy 61 reconstruction project occurs. We are proposing to use a thin overlay on this trail with an estimated price of \$950.00.

**Financial Impact:**

This is an unplanned expense estimated at \$10,470.00, and staff are requesting a budget adjustment to complete this work. Adequate funding is available in Park Dedication Fund Balance, and this is an appropriate source of funding for this project.

**Advisory Commission Discussion:**

None

**Council Committee Discussion:**

None

**Attachments:**

- Trail map



### ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** Ryan Stempki – Public Works Director  
**Date:** April 26, 2023  
**Item:** Authorize Budget Amendment, Street Maintenance Material Account

#### **COUNCIL ACTION REQUESTED**

Council is requested to approve a budget amendment to the Street Maintenance Material account in the amount of \$35,000.

#### **BACKGROUND INFORMATION**

With record snow fall this past winter, and the freeze/thaw cycle this season, Public Works crews are seeing an abundance of potholes and pavement maintenance issues. While every spring we have to contend with potholes, this year we have observed increased distresses on our streets. This budget covers, hot mix, cold patch, spray patch, and our in-house skim patch to correct potholes.

#### **FINANCIAL IMPACT**

Additionally, the cost of bituminous required to perform pothole patching and corrective street work has increased dramatically due to market conditions. Due to these increases, we simply cannot purchase the same amount of material without increasing our budget. The additional \$35,000 will allow Public Works to complete the in-house paving project and address the increased demand for pothole patching in 2023.

#### **RECOMMENDATION**

Staff is recommending the Council authorize a budget amendment of \$35,000 to the Street Maintenance Material Account.



## *City Council Memorandum*

**To:** Mayor Fasbender & City Council Members  
**From:** John Townsend, Fire Chief  
**Date:** April 26, 2023  
**Item:** Tender Purchase Contract

**Council Action Requested:**

Approve purchase contract for tender and authorize pre-payment with Custom Fire.

**Background Information:**

The 2023 budget includes the purchase of a replacement tender. The approved budgeted amount is \$470,000.00. This agreement is to enter an agreement with Custom Fire to purchase this vehicle. The cost with pre-payment is \$453,000.00. The prepayment agreement reduced the total cost of this vehicle by \$22,653.00

**Financial Impact:**

Budgeted Item-\$453,000.00

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** Motor Vehicle Purchase Contract



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

www.customfire.com

## MOTOR VEHICLE PURCHASE CONTRACT

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, Sourcewell–MN Contract #113021-CSM and: The HASTINGS FIRE DEPARTMENT of Hastings, Minnesota, Sourcewell MN Member ID# 4167, and Party of the Second Part, hereinafter called the BUYER.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, the apparatus and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract. As per Proposal Specifications submitted which includes;

***“One (1) Sourcewell PTCO Pumper Tender built on a Freightliner M116 2-Door Tandem Commercial Chassis, with a Waterous Pump System in a side mount configuration to include a Booster Reel, a 3000 Gallon Poly Water Tank, Bolted Aluminum Apparatus Body with Anodized Non-Painted Roll-Up Doors, NFPA Audible and Optical Packages and other optional design features with accessories as per specifications provided.”***

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, the sum of: **USD \$475,653.00** EXW the Osceola, Wisconsin factory. **NOTE: This price is per CustomFIRE’s Sourcewell–MN Contract #113021-CSM and includes program fees.**

*Changes to National Fire Protection Association (“NFPA”), Environmental Protection Agency (“EPA”) or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck by more than \$10,000 may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Parties.*

TERMS OF PAYMENT: A Progress Payment in the amount of \$124,984.00 is due upon shipment of the truck chassis to Osceola, Wisconsin. Any applicable balance of payment along with additions or deletions will be due on day of apparatus delivery and equipment. **BUYER may Deduct \$22,653.00 with Pre-Payment in the amount of \$453,000.00 if submitted within 2-weeks of Contract Execution**

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the date due. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: Following approval of this Contract duly executed, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing, Delivery is to be made to; The HASTINGS FIRE DEPARTMENT PERSONNEL at the Osceola, Wisconsin factory in four (4) months or sooner following receipt of the truck chassis.



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

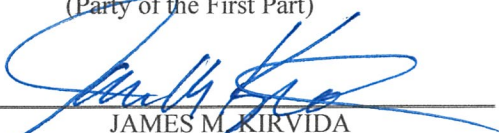
www.customfire.com

LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon delivery and acceptance of the apparatus at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to hold both parties harmless and free from any loss.

WITNESS our hands and official seal this 25th day of April 2023.

CUSTOM FIRE APPARATUS, INC.  
(Party of the First Part)

CITY OF HASTINGS/FIRE DEPARTMENT  
(Party of the Second Part)

By:   
JAMES M. KIRVIDA  
PRESIDENT OF THE CORPORATION

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



## *Proclamation*

### **Building Safety Month – May 2023**

**WHEREAS**, the City of Hastings is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike, and;

**WHEREAS**, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and other in the construction industry – who work year-round to ensure the safe construction of buildings, and;

**WHEREAS**, these guardians are dedicated members of the Internal Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

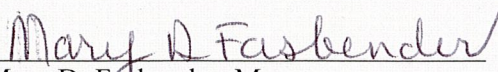
**WHEREAS**, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

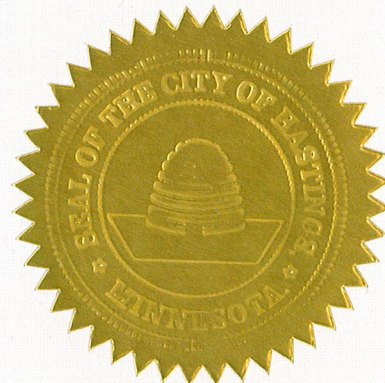
**WHEREAS**, Building Safety Month is sponsored by the Internal Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety – our local officials – who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

**WHEREAS**, “It Starts with You,” The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

**WHEREAS**, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE**, I, Mary D. Fasbender, Mayor of the City of Hastings, do hereby proclaim the month of May 2023 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

  
Mary D. Fasbender, Mayor





**MEMORANDUM OF UNDERSTANDING**

**City Policy Updates**

This Memorandum of Understanding (MOU) is entered into by the City of Hastings and the International Association of Fire Fighters, Local No. 5113 for the purpose of implementing the recently adopted City personnel policy updates.

**WHEREAS**, IAFF is the sole representative for Fire Fighters and Fire Inspectors for the City of Hastings;

**WHEREAS**, the City of Hastings recently adopted personnel policy updates that impact all employees of the City;

**WHEREAS**, the City and IAFF hereby agree to implement the personnel policy updates for all Fire Fighters and Fire Inspectors covered by the collective bargaining agreement, as described below;

**NOW, THEREFORE, BE IT RESOLVED**, that the parties hereto agree as follows:

1. Article XIV. Overtime (Effective June 5, 2023)  
Hours scheduled to work on Juneteenth will be paid at 1.5 times the regular hourly rate.
  
2. Article XV. Holidays (Effective June 5, 2023)
  - a. Firefighters shall be paid for one hundred fifty-six (156) hours holiday pay, paid by separate check no later than the first Friday after the first payday in December each year, regardless of the number of holidays actually worked.
  
  - b. Fire Inspector: Add Juneteenth (June 19)
  
3. Article XVII. Vacation (Effective June 5, 2023, not retroactive)  
Fire Fighters

Year of Service	Hours of Vacation
0-1 year	96
After 1 year	120
After 2 years	120
After 3 years	132
After 4 years	132
After 5 years	144
After 6 years	144
After 7 years	156
After 8 years	168
After 9 years	180
After 10 years	192
After 11 years	204
After 12 years	216

After 13 years	228
After 14 thru 19 years	240
After 19 years	300

## Fire Inspector

Years of Service	Hours of Vacation
0-1	88
Beginning of 2 <sup>nd</sup> year	96
Beginning of 3 <sup>rd</sup> year	104
Beginning of 4 <sup>th</sup> year	112
Beginning of 5 <sup>th</sup> year	120
Beginning of 6 <sup>th</sup> year	128
Beginning of 7 <sup>th</sup> year	128
Beginning of 8 <sup>th</sup> year	136
Beginning of 9 <sup>th</sup> year	136
Beginning of 10 <sup>th</sup> year	144
Beginning of 11 <sup>th</sup> year	144
Beginning of 12 <sup>th</sup> year	152
Beginning of 13 <sup>th</sup> year	160
Beginning of 14 <sup>th</sup> year	168
Beginning of 15 <sup>th</sup> year	176
Beginning of 16 <sup>th</sup> year	200

## 4. Article XXIII. Wages (Effective June 5, 2023, not retroactive)

## a. 23.2 Longevity

Longevity shall be payable as follows:

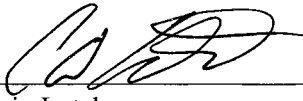
- 1% after five (5) years
- 2% after ten (10) years
- 3% after fifteen (15) years
- 4% after twenty (20) years

Agreed this 25<sup>th</sup> day of May, 2023.

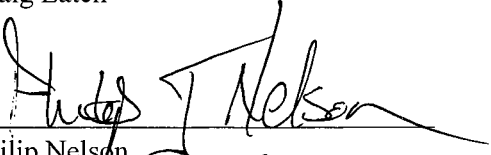
City of Hastings:

IAFF, No. 5113:

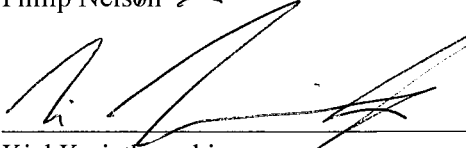
\_\_\_\_\_  
Mary Fasbender, Mayor

  
\_\_\_\_\_  
Craig Latch

\_\_\_\_\_  
Dan Wietecha, City Administrator

  
\_\_\_\_\_  
Philip Nelson

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

  
\_\_\_\_\_  
Kiel Kwiatkowski



## ***City Council Memorandum***

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

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

**Date:** May 1st, 2023

**Item:** Dakota County Electronic Crimes Unit Joint Powers Agreement - 2023

**Council Action Requested:**

Approval of attached joint powers agreement extending and amending that which commenced January 1, 2023 and runs through 2028.

**Background Information:**

The Hastings Police Department executed an agreement between the Dakota County's Electronic Crimes Task Force and the City of Hastings on December 15, 2014 in order to support and establish an organization to coordinate efforts to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities. This agreement involves twelve (12) agencies within Dakota County, including the Dakota County Sheriff's Office. Hastings Police Department's involvement in the "**Task Force**" assists us in conducting investigations involving technology such as cellular devices and computers and more quickly complete computer forensics in these cases.

The Joint Powers Agreement was reviewed and approved as to form by Hastings City Attorney Kori Land.

**Financial Impact:**

\$18,300.00 annually, commencing January 1, 2023, which was included in the 2023 budget.

**Advisory Commission Discussion:**

None

**Council Committee Discussion:**

Finance Committee

**Attachments:**

Joint Powers Agreement

**DAKOTA COUNTY ELECTRONIC CRIMES TASK FORCE  
JOINT POWERS AGREEMENT**

VIII-15

The parties to this Agreement are units of government responsible for the enforcement of criminal laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, Section 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 Electronic Crimes Task Force (“Task Force”).
2. **General Purpose.** The purpose of this Agreement is to establish an organization to coordinate efforts to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities.
3. **Parties.** The parties to this Agreement are the following units of government:

City of Apple Valley	City of Mendota Heights
City of Burnsville	City of Rosemount
City of Farmington	City of South St. Paul
City of Hastings	City of West St. Paul
City of Inver Grove Heights	County of Dakota
City of Lakeville	Dakota County Drug Task Force

(Individually or collectively “member(s)” or “party(ies)”)

**4. Administrative Board.**

4.1 **Creation and Composition.** A joint powers board, known as the Electronic Crimes Task Force Administrative Board (“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 law enforcement units of government that participates in the Task Force, appointed by their respective police chief or sheriff. Board members appointed by police chiefs and the sheriff must be full-time supervisory peace officers of their jurisdiction or office. The police chief or sheriff may appoint an alternative member to attend Board meetings if the appointed member is unavailable. Alternates must be full-time supervisory peace officers from their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by it. At the discretion of the Dakota County Attorneys, the Dakota County Attorney’s Office shall serve the Board in an advisory capacity and shall be designated legal counsel on behalf of the Board and Task Force. The fiscal agent shall maintain a roster of current Board members and appointed alternates.

4.2 **Terms.** Board members and alternates shall serve at the pleasure of their respective police chief or sheriff. 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.** ~~At its initial meeting in January 2018, the Board shall elect from its members (but not alternates) a chair, a vice-chair and a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At its first meeting each calendar year, in January of each subsequent year~~ the Board shall meet and 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. VIII 19

4.4 Meetings. The Board shall meet in January of each year and shall have other 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 Section 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. If a Board member is unable to attend a meeting, the duly appointed alternative may attend and vote. Proxy voting is not permitted. The Board shall function by a majority vote of the board members, or alternates, 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 and cooperate with other local, state, and federal law enforcement agencies to accomplish the purpose for which it is organized.

5.3 The Board shall keep proper and adequate books of accounts showing all its receipts and disbursements by date, source, and amount. It shall have prepared an independent audit of the books and accounts of the Task Force and shall provide an audit report to its members if any member requests a financial audit of the Task Force.

5.4 The Board shall keep proper minutes of all its proceedings.

5.5 The Sheriff's Office shall provide annually a year-end review/expenditure report of the Task Force's activities.

5.6 The Board shall establish performance and quality control measures and periodically monitor those measures, to include Task Force investigatory practices and policies.

## **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 enter into and execute those contracts.

6.3 The Board may sue and be sued.

6.4 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.

6.5 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.

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

6.7 The Board shall purchase and maintain public liability insurance coverage, with ~~a limits consistent with Minnesota Tort Caps of at least \$1,500,000 per occurrence, under standard liability coverage forms,~~ and such other bonds and insurance as is deemed necessary for the protections of the Board, its members, representatives, officers, agents and employees. The exercise of such authority by the Board shall not be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a or other applicable law. Insurance coverage procured through the League of Minnesota Cities Insurance Trust will meet the requirements of this paragraph.

6.8 The Board may hold such other 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 To the extent allowed by law, establish and collect fees, including user fees, for services performed by the Task Force, the Board or its members.

6.10 The Board may create a policies and procedures manual for use by the Task Force and review the same annually. If a policy or procedure adopted by the Board conflicts with a policy or procedure of a member, that member's policy or procedure shall apply to any agent assigned by that member to the Task Force.

6.11 The Board may retain legal counsel to advise the Board and provide civil legal services.

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

## **7. Budgeting and Funding.**

7.1 By April 30 of each year the Board shall prepare and adopt a budget for the following year and may amend the same from time to time.

7.2 The members intend to fund the cost of operating the Task Force through member contributions of funds, officers and staff and by obtaining grant funds and restitution, if available. ~~For 2018, the cities of Hastings, Farmington, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul and West St. Paul and the Dakota County Drug Task Force each shall pay \$18,000 to the Task Force fiscal agent to be deposited in the Task Force account. Members may also contribute the services of a licensed peace officer(s) and staff as determined by the Board. For 2018, the cities of Apple Valley and Burnsville shall contribute the services of one full-time licensed peace officer and the city of Lakeville shall contribute the services of a license peace officer as determined by the Board. For 2018, Dakota County shall contribute the services of one full-time and one part-time (50%) licensed peace officers and two full-time staff and shall commit to housing the Task Force within a County facility.~~

By April 1 of each subsequent year, prior to the adoption of an annual budget for the following year, the Board will determine the amount of financial contribution and contribution of services by each member so that the adopted budget will be adequately funded and organizational objectives met. Any member may object to a proposed payment as excessive relative to the adopted budget. If a member's objection cannot be resolved, the Board may adopt a revised budget to accommodate the member's objection or an amendment to this Agreement approved by all members shall be executed by each member's

governing body. The Board shall determine the amount of financial contribution and/or contribution of services by members and any new members. VIII 19

7.3 If the Board incurs any liability for damages arising from the services performed under this Agreement, the amount of damages shall be assessed equally amongst the members. Nothing herein shall be construed as a waiver or modification of the limitations, defenses and immunities as fully described in Section 10.

7.4 The Board shall adopt a budget based upon grant funds received, member financial contributions and money made available from other sources. The Board may amend the budget as needed to reflect revenue and expenditure changes.

7.5 Dakota County shall serve as the fiscal agent of the Task Force and shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles. The fiscal agent shall forward reports on Task Force receipts and disbursements to the members on a regular basis. Fiscal agent responsibilities shall include, but not be limited to: management of all funds, including member contributions and grant monies, 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 Board chair, vice-chair or secretary/treasurer.

7.6 The members agree to contribute their financial contributions, grant funds and dedicated licensed peace officers required to operate the Task Force.

7.7 All funds shall be accounted for according to generally accepted accounting principles. The secretary/treasurer shall make a quarterly financial report of all expenditures and receipts, and current fund balances to the Board.

7.8 The Board may not incur debt.

7.9 The Board's obligation to reimburse members for any expense, furnish equipment, pay for staffing 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, staffing and/or other expenditures.

## **8. Agents.**

8.1 Each member shall inform the Board in December of each year of the identity of the licensed peace officers to serve as Agents for the Task Force ("Agents") for the following calendar year. The chief law enforcement officer for that member shall have the responsibility for determining the identity of their assigned officer(s). 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 will be responsible for the investigation of illegal activities related to or involving the use of electronic devices, the Internet, and materials transmitted or used in electronic form, including case development and handling and processing of evidence. To the extent permitted by law, Agents will work cooperatively with assisting agencies, including sharing information acquired by Agents pursuant to this Agreement.

8.3 Agents are not 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 Agreement shall be responsible for injuries to or death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are providing assistance as a member of the Task Force. 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 is caused wholly or partially by the negligence of any other party, or its officers, employees or agents.

8.4 The member appointing the Agent shall furnish the Agent with all standard department issued equipment necessary to perform all functions of the Agent. Agents' computers must meet Dakota County standards. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to sue any other member 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 member or its officers, employees or agents.

8.5 The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the full-time equivalent or half-time equivalent staffing assigned to the Task Force as described in Sections 7.2 and 8.1.

**9. Indemnification.** The Task Force is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Task Force shall defend and indemnify the parties, 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 on liability set forth in Minnesota Statutes, Chapter 466, or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties 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 party to this Agreement expressly declines responsibility for the acts or omissions of another party.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or agents of any party 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 parties, 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.

**10. Insurance.** The Board shall purchase general liability insurance for activities of the Task Force as described in Section 2. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and this Agreement shall not be interpreted to constitute a waiver by any member of limitations on liability or immunities provided by any applicable Minnesota law, including Minnesota Statutes, Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds of the Task Force.

**11. Task Force Supervisory Oversight.** The Dakota County Sheriff's Office will provide supervisory oversight of Task Force operations including case assignments, record keeping, intelligence management, management of all property seized, and the execution of stings, arrests, search warrants and similar operations performed by the Agents.

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.

**12. Additional Parties.** Any additional unit of government may become a party to this Agreement by adopting a resolution declaring its intention to do so and by entering into this Agreement, as it may be amended from time to time, provided that the parties have entered into an amendment pursuant to Section 13 approving such additional member. Such amendment shall be substantially in form of Exhibit A, attached hereto and incorporated by reference.

**13. Amendments.** Any amendment to this Agreement must be in writing and executed by all of the parties.

**14. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All counterparts and amendments shall be filed with the fiscal agent.

**15. Effective Date.** This Agreement shall take full effect upon execution by the parties on January 1, 2018. Members may execute this Agreement in counterparts and need not sign the same original document. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date. The fiscal agent shall also notify all parties of additional parties added pursuant to Section 12 and parties withdrawing pursuant to Section 16.3.

**16. Termination and Withdrawal.**

**16.1 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, 2022~~8~~, unless extended by agreement of all of the members.

**16.2 Effect of Termination.** Termination shall not discharge any liability incurred by the Board or by the members during the term of this Agreement. Each member shall be liable for its own acts and for the acts of the Board to extent provided by law. With the exclusion of technology equipment contributed and owned by any member, upon termination of this Agreement all property of the Task Force shall be sold or distributed to the members in proportion to their respective financial and staff contributions to the Task Force since its inception. Parties who effectively withdraw from this Agreement will not be entitled to any return of their financial contributions.

**16.3 Withdrawal.** Without the necessity of approval from the parties' governing bodies, any party may withdraw from this Agreement upon 60 days' written notice to the Board. The Board shall notify the members pursuant to Section 17 of the receipt of a withdrawal notice. Equipment acquired by an Agent or member as a result of training or other activities paid or sponsored by the Task Force shall remain the property of the Task Force upon withdrawal of that member from the Task Force.

**16.4 Effect of Withdrawal.** Withdrawal by any member shall not terminate this Agreement except as provided in Section 16.1. Withdrawal shall not act to discharge any liability incurred by or chargeable to the member prior to the effective date of withdrawal. Such liability shall continue until discharged by law or agreement. No member shall be entitled to a refund of administrative or operating funds paid or forgiveness of such funds owed to the Board.

17. **Notice.** Notice of withdrawal shall be provided by first class mail to the following and to any additional members added pursuant to Section 12:

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

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

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

Rosemount Chief of Police  
2875 145<sup>th</sup> Street West  
Rosemount, MN 55068

Farmington Chief of Police  
19500 Municipal Drive  
Farmington, MN 55024

South St. Paul Chief of Police  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075

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

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

Inver Grove Heights Chief of Police  
8150 Barbara Avenue  
Inver Grove Heights, MN 55044

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

Lakeville Chief of Police  
9237 183<sup>rd</sup> Street  
Lakeville, MN 55044

Dakota County Drug Task Force  
P.O. Box 21304  
Eagan, MN 55121-0304

**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 Statutes, Section 471.59.

Approved by the City Council

**CITY OF APPLE VALLEY**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Approved by the City Council

**CITY OF BURNSVILLE**

VIII-15

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Approved by the City Council

**CITY OF FARMINGTON**

VIII-15

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Approved by the City Council  
Date: \_\_\_\_\_

**CITY OF HASTINGS**

VIII-15

By: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Approved by the City Council

**CITY OF INVER GROVE HEIGHTS**

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Approved by the City Council

**CITY OF LAKEVILLE**

VIII-15

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



Approved by the City Council

**CITY OF MENDOTA HEIGHTS**

VIII-15

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Approved by the City Council

**CITY OF ROSEMOUNT**

VIII-15

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Approved by the City Council

**CITY OF SOUTH ST. PAUL**

VIII-15

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Approved by the City Council

**CITY OF WEST ST. PAUL**

VIII-15

Date: \_\_\_\_\_

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

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**DAKOTA COUNTY DRUG TASK FORCE**

Approved by the Board  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Dakota County Attorney's Office  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033  
651-438-4438

Approved as to form:

By: /s/ Helen R. Brosnahan  
Assistant County Attorney  
Date of Signature: 4/24/18

KS-17-185-1

COUNTY OF DAKOTA

Approved by Dakota County Board  
Resolution No.: 18-028

By: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Dakota County Attorney's Office  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033  
651-438-4438

Approved as to form:

By: /s/Margaret M. Horsch  
Assistant County Attorney  
Date of Signature: 1/22/18

KS-2017-185

EXHIBIT A

Amendment to Dakota County  
Electronic Crimes Task Force  
Joint Powers Agreement

Whereas, on or about January 1, 2018, the County of Dakota, the Dakota County Drug Task Force and the cities of Apple Valley, Burnsville, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul (“Parties”) entered into a joint powers agreement establishing the Dakota County Electronic Crimes Task Force (“Agreement”); and

Whereas, the Parties desire to amend the Agreement to add \_\_\_\_\_ as a party to the Agreement; and

Whereas, \_\_\_\_\_ as a governmental unit of the State of Minnesota, through its duly elected governing body, has adopted a resolution approving the Agreement and authorizing its \_\_\_\_\_ to execute the same; and

Whereas, the Agreement provides that any amendments to the Agreement must be in writing and executed by all of the Parties.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. Section 3 Parties to include \_\_\_\_\_ as a party to the Agreement.
2. Section 7.2 Budgeting and Funding to provide that \_\_\_\_\_ shall contribute \_\_\_\_\_ for the initial calendar year of membership.
3. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the Parties have executed this Amendment to the Agreement on the dates indicated below.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: May 1, 2023**  
**Item: 2<sup>nd</sup> Reading: Ordinance Amendment – Chapters 110.17 - Lawful Gambling and Chapter 34.03 - Fee Schedule**

**Council Action Requested:**

Consider 2<sup>nd</sup> Reading and adoption of the amendments to Hastings City Code Chapters 110.17 and 34.03, regarding lawful gambling and related investigation fees.

**Background Information:**

The proposed amendments focus on keeping more of the lawful gambling net profits in the City by increasing the Trade Area requirement and initiating a Charitable Contribution Fund. Proposed amendments also increase the initial investigation fee and implement an annual investigation fee for renewal of Lawful Gambling Premise Permits. Additional edits to this ordinance are in an effort to reflect statutory changes.

The Administrative Committee of the Council met on Monday, April 10<sup>th</sup> to review proposed amendments to the lawful gambling ordinance and licensing fees. The Administrative Committee supported increasing the Trade Area expenditure requirement from 50% to 75%. The Charitable Contribution of 10% of net profits, administered by the City, would be subtracted from that amount. Recommendations were also made to increase the initial investigation fee from \$150 to \$250 and implement an annual renewal investigation fee of \$150. The proposed ordinance amendment includes recommendations for an implementation date of July 1, 2023 for the Trade Area requirement change and Charitable Contribution fund. License renewal and investigation fees will be implemented January 1, 2024 with licenses for lawful gambling premise permits effective for a one year period and terminate on December 31 of each year.

Based on Council discussion at the 1<sup>st</sup> Reading, additional information about lawful gambling is included in this memo. A map of the Trade Area is included, showing that the trade area includes the City of Hastings, and the Townships of Denmark, Marshan, Nininger, and Ravenna. The impact of the recommended charitable contribution and increase in trade area expenditures are demonstrated in the examples below:

**Charitable Contributions - Example**

Gross Receipts	Prize Payout & Allowable Expenses	Net Profit	Charitable Contribution*
\$100,000	\$85,000	\$15,000	\$1,500

\*up to 10% allowed by Statute



**Trade Area Expenditures Example**

	Current (50% in trade area)	Proposed (75% in trade area)
Gross Receipts	\$100,000	\$100,000
Less Prize Payout & Allowable Expenses	\$ 85,000	\$ 85,000
Equals Net Profit	\$ 15,000	\$ 15,000
Sample Lawful Purpose Expenditures	\$ 10,000	\$ 10,000
Trade Area Requirement	\$ 5,000	\$ 7,500**

\*\*Less \$1,500 if 10% Charitable Contribution is in place.

Finally, Councilmembers have requested alternate versions of the proposed ordinance a) removing the charitable contribution requirement be available and b) limited to just the license application and renewal requirements. These are included in this packet as well.

**Financial Impact:**

Investigation revenue will increase, and funds derived from the Charitable Contribution Fund can be used in accordance with State regulations.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

The Administrative Committee of Council met on April 10<sup>th</sup> and supported the proposed ordinance amendments.

**Attachments:**

- Ordinance Amendment (three versions)
- Fee Schedule
- Trade Area Map

CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA

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

AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING  
HASTINGS CITY CODE CHAPTER 110.17 REGARDING LAWFUL GAMBLING

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 110.17, regarding lawful gambling shall be amended as follows:

**110.17 Lawful Gambling**

A. *Purpose.* The purpose of this section is to regulate and control the conduct of lawful gambling (gambling) in the City of Hastings and to ensure that charitable gambling in the City is conducted by organizations licensed or exempt from licensing under Minnesota Statutes and that the proceeds from such gambling are used primarily for the betterment of the residents and businesses of the community. profits derived therefrom in the City of Hastings (City) are devoted to worthy public and private projects which benefit the community.

B. *Definitions.*

In addition to the definitions contained in the M.S. §349.12, as it may be amended from time to time, the following terms are defined for purposes of this chapter:

Board. The State of Minnesota Gambling Control Board

Lawful Gambling. The operation, conduct, or sale of bingo, electronic gambling equipment, raffles, paddlewheels, tipboards, and pull-tabs. These are the only forms of gambling (other than horse racing, private social bets, and the State lottery) which may be conducted in the City. “Lawful Gambling” does not include casino nights, razzle dazzle games, or other games such as slot machine, roulette wheels, and crap games.

Net Profit. The gross receipts from the operation of gambling equipment and the conduct of raffles, less reasonable sums expended for allowable expenses.

Organization. Any fraternal, religious, veterans’ or other nonprofit group which has at least fifteen (15) active members and has been in existence for the most recent three (3) years preceding the license application as a registered Minnesota nonprofit corporation or as an organization designated as exempt from the payment of income taxes by the Internal Revenue Code. In addition, the organization must not be in existence solely for the purpose of conducting gambling.

Premises Permit. A permit issued to a licensed organization for the purpose of lawful gambling at a specific site within the City of Hastings.

Trade Area. Pursuant to M.S. § 349.213, the city's trade area is defined to be all areas within the city's corporate boundaries and the boundaries of all cities and townships contiguous to the city at the time of expenditure. The City of Hastings and Townships of Denmark, Marshan, Nininger, and Ravenna constitute the Trade Area.

~~B.C.~~ Prohibition Of Gambling. No person shall conduct gambling within the city except those organizations which have obtained a premise permit from the Gambling Control Board of Minnesota and have complied with this section.

~~C.D.~~ Lawful Gambling Permitted.

1. Lawful gambling is permitted in the city if the organization conducting the gambling meets the following criteria:
  1. Is licensed by the Minnesota Gambling Control Board;
  2. Is a tax-exempt organization pursuant to 501(c) of the Internal Revenue Code or has a 501(c) application pending with the Internal Revenue Service; and/or
  3. Has been in continuous existence holding meetings as a non-profit corporation or as a 501(c) tax-exempt organization for at least 3 or more consecutive years prior to the approval of the license.
2. The maximum number of locations where lawful gambling may be conducted within the city is 18. Council shall, by resolution, establish the maximum number of locations in the city where one organization can conduct lawful gambling. ~~Non-local organizations that are conducting lawful gambling in the city on the effective date of this section, may continue to do so. Once a non-local organization, however, stops conducting lawful gambling in the city, it must thereafter, comply with the requirements of this section.~~

~~D.E.~~ Approval Of Premises Permit. Initial Investigation and Local Approval of Premises Permit.

1. Any organization applying to the City Council for a premises permit, renewal of a premises permit, bingo hall license or renewal of a bingo hall license shall file the following information with the City Clerk at the time of the ~~application~~ renewal:
  - ~~1.~~ A duplicate copy of the ~~application documents~~ submitted to the Minnesota Gambling Control Board, along with all supporting documents;
  - ~~2.~~ City of Hastings Lawful Gambling Premises Permit Investigation, along with all supporting documents;
  - ~~3.~~ A copy of the articles of incorporation and bylaws of the organization;
  - ~~4.~~ The names and addresses of all officers and directors of the organization and the gambling manager;
  - ~~5.~~ A copy of the organization's written procedures and/or criteria for distribution of funds derived from lawful gambling, its standardized application form, and its written fiscal control procedures;
  - ~~6.~~ A copy of the Internal Revenue Service's tax-exempt letter;
  - ~~7.~~ The ~~applicant's organization's~~ federal and state employer identification numbers; and
  - ~~8.~~ Other information the city deems necessary to carry out the purposes of this section.
2. Renewal Investigations. All licenses issued shall be for a one (1) year period and terminate on December 31 of each year, regardless of when the license was issued. Investigations for the renewal of an existing license shall be made in a timely fashion and shall be made on the forms required by the City and shall state whether everything in the prior, original, master investigation remains true and correct, except as otherwise indicated.

If, in the judgement of the City Council, good and sufficient cause is shown by any organization for its failure to file for a renewal within the time provided, the Council may, if the other provisions of this chapter are complied with, accept the renewal.

3. Upon receipt of the materials required by division (D)(1)(a) above, city staff shall investigate the applicant request and make a recommendation for approval or denial of the application premises permit. The City Council shall approve or disapprove a request an application for a premise permit or bingo hall license by resolution. Copies of any other reports or documents which are required to be subsequently filed by the organization with the Gambling Control Board, including monthly financial statements, shall be filed simultaneously with the City Clerk.

3.4. Notification of Material Changes. An organization holding a Premises Permit must notify the City Clerk in writing within 10 days whenever any material change is made in the information required by division (D)(1) above.

5. License and Permit Display. All permits issued under state law or this chapter shall be prominently displayed during the permit year at the premises where gambling is conducted and to show to law enforcement officers upon request.

4.6. Inspections. All licensed organizations are deemed to have consented to inspection of the licensed premises by the City.

F. Investigation Fees. Organizations applying for or renewing a license to conduct lawful gambling in the City of Hastings shall pay an investigation fee as established by ordinance. This fee shall be paid at the time the application request is submitted to the City Clerk.

G. Contribution of Net Profits to Fund Administered by City.

1. Each organization licensed to conduct lawful gambling in the City pursuant to M.S. § 349.16, as it may be amended from time to time, shall contribute ten percent (10%) of its net profits derived from lawful gambling in the City to a fund administered and regulated by the City without cost to the fund.

2. The required payment under this section shall be made quarterly no later than 30 days following the just ended quarter.

3. The funds must be disbursed by the City for (i) charitable contributions as defined in M.S. § 349.12, subd. 7a, or (ii) police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations.

4. The City's use of such funds shall be determined at the time of adoption of the City's annual budget or when the budget is amended.

5. Contributions made to the City in this section shall be included within the Lawful Expenditure Requirement in Section H.

5.6. An organization that chooses to expend its net profits on disaster relief pursuant to M.S. §349.15, Subd. 1a, is exempt from the requirements in Section G.1-4.

E-H. Lawful Expenditure Requirement.

1. Pursuant to the authority granted by M.S. § 349.213, as it may be amended from time to time, any organization conducting lawful gambling within the city must spend at least ~~50%~~ 75% of its expenditures for lawful purposes conducted or located within the city's trade area. For purposes of determining if the expenditures are expended within the city's trade area, the organization must show that the expenditures were ultimately received for a

~~lawful purpose or activity and benefited by an organization or person that is specifically located within the trade area. The city's trade area is defined to be all areas within the city's corporate boundaries and the boundaries of all cities and townships contiguous to the city at the time of expenditure.~~

2. ~~The requirements imposed by this subdivision shall be effective for all expenditures for lawful purposes made after 3-1-2008.~~

~~F.I. Exclusions and Exemptions. Exclusions for certain bingo games and raffles and exemptions for certain organizations are governed by M.S. § 349.166, as it may be amended from time to time.~~

1. ~~The following bingo and raffle activities are exempt from the lawful gambling requirements of this section.~~

1. ~~Bingo may be conducted without a premise permit if it is in connection with a civic celebration and if it is not conducted for more than four consecutive days in a calendar year. A civic celebration is an event that celebrates a recognized national holiday or occasion celebrating an event proclaimed by the Hastings City Council.~~
2. ~~Bingo may be conducted without a premise permit if it is conducted by an organization that conducts 4 or fewer bingo occasions in a calendar year.~~
3. ~~Bingo may be conducted without a premises permit within a nursing home, senior citizens home, or by a senior citizen organization if the prizes for a single game do not exceed \$10, total prizes awarded at a single occasion do not exceed \$200, no more than 2 occasions are held each week, only members or residents are allowed to play, no compensation is paid for persons conducting the bingo, and a manager is appointed who is registered with the Gambling Control Board.~~
4. ~~Raffle may be conducted without a premise permit if it is conducted by an organization and if the value of all raffle prizes awarded in a calendar year does not exceed \$750; or if the raffle is conducted by a tax exempt health or social service organization under contract to the state or a political subdivision and the prizes awarded are real or personal property donated by an individual, firm, or other organization.~~
5. ~~Lawful gambling may be conducted within the city without a premise permit if the organization conducts a gambling on five or fewer days in a calendar year, does not award more than \$50,000 in prizes in a calendar year, receives prior City Council approval and receives an exemption from the Gambling Control Board.~~

2. ~~An application for an exemption from the provisions of this section, together with a fee established by ordinance, shall be submitted to the City Clerk at least 30 days prior to the date that an exempt gambling activity is to be conducted. The application shall contain the following information:~~

1. ~~The name and address of the organization;~~
2. ~~The place where the gambling will occur;~~
3. ~~The total value of prizes to be awarded; and~~
4. ~~The dates the proposed exempt gambling will occur.~~

~~J. Within 30 days of filing any reports with the Gambling Control Board, the organization shall file a copy of the same reports with the City Clerk. *Records and Reports.*~~

1. ~~Every organization permitted to conduct lawful gambling in the City shall file with the City Clerk copies of all records and reports required to be filed with the Minnesota Gambling Control Board pursuant to M.S. § 349. The records and reports shall be due at the same time they are due to the Board. The gambling manager of a licensed organization shall be exclusively responsible for the timely filing of all reports and other documents required by this chapter.~~

2. Licensed organizations shall file an annual report with the City proving compliance with the trade area spending requirements and charitable contribution fund imposed by sections G and H of this chapter. The report shall be submitted within sixty (60) days of December 31 and shall report proceeds received during the just ended calendar year.

K. Video Games Of Chance. Video games of chance as defined by M.S. § 609.75, subd. 8 Minnesota Statutes are prohibited in the city.

G-L. Violations.

a. The City Council may revoke the premises permit where the organization has failed to meet the reporting requirements.

a-b. Violation of this ordinance may impact future renewals.

**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 \_\_\_\_\_, 2023 amends the City Ordinance to allow the City to require any organization conducting lawful gambling within the city to spend at least seventy-five percent (75%) of its expenditures for lawful purposes within the city’s trade area, with ten percent (10%) of said net profits to be delegated to the City’s charitable contribution fund.

**SECTION 3. EFFECTIVE DATE.** The requirements imposed by this subdivision shall be effective for all expenditures for lawful purposes made after 07/01/2023. The remainder of 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 D. Fasbender, Mayor

Attest:

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

Published in the Hastings Journal on \_\_\_\_\_, 2023.

CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA

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

AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING  
HASTINGS CITY CODE CHAPTER 110.17 REGARDING LAWFUL GAMBLING

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 110.17, regarding lawful gambling shall be amended as follows:

**110.17 Lawful Gambling**

A. *Purpose.* The purpose of this section is to regulate and control the conduct of lawful gambling (gambling) in the City of Hastings and to ensure that charitable gambling in the City is conducted by organizations licensed or exempt from licensing under Minnesota Statutes and that the proceeds from such gambling are used primarily for the betterment of the residents and businesses of the community. profits derived therefrom in the City of Hastings (City) are devoted to worthy public and private projects which benefit the community.

B. *Definitions.*

In addition to the definitions contained in the M.S. §349.12, as it may be amended from time to time, the following terms are defined for purposes of this chapter:

Board. The State of Minnesota Gambling Control Board

Lawful Gambling. The operation, conduct, or sale of bingo, electronic gambling equipment, raffles, paddlewheels, tipboards, and pull-tabs. These are the only forms of gambling (other than horse racing, private social bets, and the State lottery) which may be conducted in the City. "Lawful Gambling" does not include casino nights, razzle dazzle games, or other games such as slot machine, roulette wheels, and crap games.

Net Profit. The gross receipts from the operation of gambling equipment and the conduct of raffles, less reasonable sums expended for allowable expenses.

Organization. Any fraternal, religious, veterans' or other nonprofit group which has at least fifteen (15) active members and has been in existence for the most recent three (3) years preceding the license application as a registered Minnesota nonprofit corporation or as an organization designated as exempt from the payment of income taxes by the Internal Revenue Code. In addition, the organization must not be in existence solely for the purpose of conducting gambling.

Premises Permit. A permit issued to a licensed organization for the purpose of lawful gambling at a specific site within the City of Hastings.



Trade Area. Pursuant to M.S. § 349.213, the city's trade area is defined to be all areas within the city's corporate boundaries and the boundaries of all cities and townships contiguous to the city at the time of expenditure. The City of Hastings and Townships of Denmark, Marshan, Nininger, and Ravenna constitute the Trade Area.

~~B.C.~~ Prohibition Of Gambling. No person shall conduct gambling within the city except those organizations which have obtained a premise permit from the Gambling Control Board of Minnesota and have complied with this section.

~~C.D.~~ Lawful Gambling Permitted.

1. Lawful gambling is permitted in the city if the organization conducting the gambling meets the following criteria:
  1. Is licensed by the Minnesota Gambling Control Board;
  2. Is a tax-exempt organization pursuant to 501(c) of the Internal Revenue Code or has a 501(c) application pending with the Internal Revenue Service; and/or
  3. Has been in continuous existence holding meetings as a non-profit corporation or as a 501(c) tax-exempt organization for at least 3 or more consecutive years prior to the approval of the license.
2. The maximum number of locations where lawful gambling may be conducted within the city is 18. Council shall, by resolution, establish the maximum number of locations in the city where one organization can conduct lawful gambling. ~~Non-local organizations that are conducting lawful gambling in the city on the effective date of this section, may continue to do so. Once a non-local organization, however, stops conducting lawful gambling in the city, it must thereafter, comply with the requirements of this section.~~

~~D.E.~~ Approval Of Premises Permit. Initial Investigation and Local Approval of Premises Permit.

1. Any organization applying to the City Council for a premises permit, renewal of a premises permit, bingo hall license or renewal of a bingo hall license shall file the following information with the City Clerk at the time of the ~~application~~ renewal:
  - ~~1.~~ A duplicate copy of the ~~application documents~~ submitted to the Minnesota Gambling Control Board, along with all supporting documents;
  - ~~2.~~ City of Hastings Lawful Gambling Premises Permit Investigation, along with all supporting documents;
  - ~~3.~~ A copy of the articles of incorporation and bylaws of the organization;
  - ~~4.~~ The names and addresses of all officers and directors of the organization and the gambling manager;
  - ~~5.~~ A copy of the organization's written procedures and/or criteria for distribution of funds derived from lawful gambling, its standardized application form, and its written fiscal control procedures;
  - ~~6.~~ A copy of the Internal Revenue Service's tax-exempt letter;
  - ~~7.~~ The ~~applicant's organization's~~ federal and state employer identification numbers; and
  - ~~8.~~ Other information the city deems necessary to carry out the purposes of this section.
2. Renewal Investigations. All licenses issued shall be for a one (1) year period and terminate on December 31 of each year, regardless of when the license was issued. Investigations for the renewal of an existing license shall be made in a timely fashion and shall be made on the forms required by the City and shall state whether everything in the prior, original, master investigation remains true and correct, except as otherwise indicated.

If, in the judgement of the City Council, good and sufficient cause is shown by any organization for its failure to file for a renewal within the time provided, the Council may, if the other provisions of this chapter are complied with, accept the renewal.

3. Upon receipt of the materials required by division (D)(1)(a) above, city staff shall investigate the applicant request and make a recommendation for approval or denial of the application premises permit. The City Council shall approve or disapprove a request an application for a premise permit or bingo hall license by resolution. Copies of any other reports or documents which are required to be subsequently filed by the organization with the Gambling Control Board, including monthly financial statements, shall be filed simultaneously with the City Clerk.

3.4. Notification of Material Changes. An organization holding a Premises Permit must notify the City Clerk in writing within 10 days whenever any material change is made in the information required by division (D)(1) above.

5. License and Permit Display. All permits issued under state law or this chapter shall be prominently displayed during the permit year at the premises where gambling is conducted and to show to law enforcement officers upon request.

4.6. Inspections. All licensed organizations are deemed to have consented to inspection of the licensed premises by the City.

E.F. Investigation Fees. Organizations applying for or renewing a license to conduct lawful gambling in the City of Hastings shall pay an investigation fee as established by ordinance. This fee shall be paid at the time the application request is submitted to the City Clerk.

F.G. Lawful Expenditure Requirement.

1. Pursuant to the authority granted by M.S. § 349.213, as it may be amended from time to time, any organization conducting lawful gambling within the city must spend at least 50% 75% of its expenditures for lawful purposes conducted or located within the city's trade area. For purposes of determining if the expenditures are expended within the city's trade area, the organization must show that the expenditures were ultimately received for a lawful purpose or activity and benefited by an organization or person that is specifically located within the trade area. The city's trade area is defined to be all areas within the city's corporate boundaries and the boundaries of all cities and townships contiguous to the city at the time of expenditure.
2. The requirements imposed by this subdivision shall be effective for all expenditures for lawful purposes made after 3-1-2008.

G.H. Exclusions and Exemptions. Exclusions for certain bingo games and raffles and exemptions for certain organizations are governed by M.S. § 349.166, as it may be amended from time to time.

1. The following bingo and raffle activities are exempt from the lawful gambling requirements of this section.
  1. Bingo may be conducted without a premise permit if it is in connection with a civic celebration and if it is not conducted for more than four consecutive days in a calendar year. A civic celebration is an event that celebrates a recognized national holiday or occasion celebrating an event proclaimed by the Hastings City Council.
  2. Bingo may be conducted without a premise permit if it is conducted by an organization that conducts 4 or fewer bingo occasions in a calendar year.

- ~~3. Bingo may be conducted without a premises permit within a nursing home, senior citizens home, or by a senior citizen organization if the prizes for a single game do not exceed \$10, total prizes awarded at a single occasion do not exceed \$200, no more than 2 occasions are held each week, only members or residents are allowed to play, no compensation is paid for persons conducting the bingo, and a manager is appointed who is registered with the Gambling Control Board.~~
  - ~~4. Raffle may be conducted without a premise permit if it is conducted by an organization and if the value of all raffle prizes awarded in a calendar year does not exceed \$750; or if the raffle is conducted by a tax exempt health or social service organization under contract to the state or a political subdivision and the prizes awarded are real or personal property donated by an individual, firm, or other organization.~~
  - ~~5. Lawful gambling may be conducted within the city without a premise permit if the organization conducts a gambling on five or fewer days in a calendar year, does not award more than \$50,000 in prizes in a calendar year, receives prior City Council approval and receives an exemption from the Gambling Control Board.~~
- ~~2. An application for an exemption from the provisions of this section, together with a fee established by ordinance, shall be submitted to the City Clerk at least 30 days prior to the date that an exempt gambling activity is to be conducted. The application shall contain the following information:~~
- ~~1. The name and address of the organization;~~
  - ~~2. The place where the gambling will occur;~~
  - ~~3. The total value of prizes to be awarded; and~~
  - ~~4.1. The dates the proposed exempt gambling will occur.~~
- ~~I. Within 30 days of filing any reports with the Gambling Control Board, the organization shall file a copy of the same reports with the City Clerk. *Records and Reports.*~~
- ~~3. Every organization permitted to conduct lawful gambling in the City shall file with the City Clerk copies of all records and reports required to be filed with the Minnesota Gambling Control Board pursuant to M.S. § 349. The records and reports shall be due at the same time they are due to the Board. The gambling manager of a licensed organization shall be exclusively responsible for the timely filing of all reports and other documents required by this chapter.~~
- ~~J. *Video Games Of Chance.* Video games of chance as defined by M.S. § 609.75, subd. 8 Minnesota Statutes are prohibited in the city.~~
- ~~H-K. *Violations.*~~
- ~~a. The City Council may revoke the premises permit where the organization has failed to meet the reporting requirements.~~
  - ~~a-b. Violation of this ordinance may impact future renewals.~~

**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 \_\_\_\_\_, 2023 amends the City Ordinance to allow the City to require any organization conducting lawful gambling within the city to spend at least seventy-five percent (75%) of its expenditures for lawful purposes within the city's trade area.

**SECTION 3. EFFECTIVE DATE.** The requirements imposed by this subdivision shall be effective for all expenditures for lawful purposes made after 07/01/2023. The remainder of 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 D. Fasbender, Mayor

Attest:

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

Published in the Hastings Journal on \_\_\_\_\_, 2023.

CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA

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

AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, AMENDING  
HASTINGS CITY CODE CHAPTER 110.17 REGARDING LAWFUL GAMBLING

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 110.17, regarding lawful gambling shall be amended as follows:

**110.17 Lawful Gambling**

A. *Purpose.* The purpose of this section is to regulate and control the conduct of lawful gambling (gambling) in the City of Hastings and to ensure that charitable gambling in the City is conducted by organizations licensed or exempt from licensing under Minnesota Statutes and that the proceeds from such gambling are used primarily for the betterment of the residents and businesses of the community. profits derived therefrom in the City of Hastings (City) are devoted to worthy public and private projects which benefit the community.

B. *Definitions.*

In addition to the definitions contained in the M.S. §349.12, as it may be amended from time to time, the following terms are defined for purposes of this chapter:

Board. The State of Minnesota Gambling Control Board

Lawful Gambling. The operation, conduct, or sale of bingo, electronic gambling equipment, raffles, paddlewheels, tipboards, and pull-tabs. These are the only forms of gambling (other than horse racing, private social bets, and the State lottery) which may be conducted in the City. "Lawful Gambling" does not include casino nights, razzle dazzle games, or other games such as slot machine, roulette wheels, and crap games.

Net Profit. The gross receipts from the operation of gambling equipment and the conduct of raffles, less reasonable sums expended for allowable expenses.

Organization. Any fraternal, religious, veterans' or other nonprofit group which has at least fifteen (15) active members and has been in existence for the most recent three (3) years preceding the license application as a registered Minnesota nonprofit corporation or as an organization designated as exempt from the payment of income taxes by the Internal Revenue Code. In addition, the organization must not be in existence solely for the purpose of conducting gambling.

Premises Permit. A permit issued to a licensed organization for the purpose of lawful gambling at a specific site within the City of Hastings.

Trade Area. Pursuant to M.S. § 349.213, the city's trade area is defined to be all areas within the city's corporate boundaries and the boundaries of all cities and townships contiguous to the city at the time of expenditure. The City of Hastings and Townships of Denmark, Marshan, Nininger, and Ravenna constitute the Trade Area.

~~B.C.~~ *Prohibition Of Gambling.* No person shall conduct gambling within the city except those organizations which have obtained a premise permit from the Gambling Control Board of Minnesota and have complied with this section.

~~C.D.~~ *Lawful Gambling Permitted.*

1. Lawful gambling is permitted in the city if the organization conducting the gambling meets the following criteria:
  1. Is licensed by the Minnesota Gambling Control Board;
  2. Is a tax-exempt organization pursuant to 501(c) of the Internal Revenue Code or has a 501(c) application pending with the Internal Revenue Service; and/or
  3. Has been in continuous existence holding meetings as a non-profit corporation or as a 501(c) tax-exempt organization for at least 3 or more consecutive years prior to the approval of the license.
2. The maximum number of locations where lawful gambling may be conducted within the city is 18. Council shall, by resolution, establish the maximum number of locations in the city where one organization can conduct lawful gambling. ~~Non-local organizations that are conducting lawful gambling in the city on the effective date of this section, may continue to do so. Once a non-local organization, however, stops conducting lawful gambling in the city, it must thereafter, comply with the requirements of this section.~~

~~D.E.~~ *Approval Of Premises Permit. Initial Investigation and Local Approval of Premises Permit.*

1. Any organization applying to the City Council for a premises permit, renewal of a premises permit, bingo hall license or renewal of a bingo hall license shall file the following information with the City Clerk at the time of the ~~application~~ renewal:
  - ~~1.~~ A duplicate copy of the ~~application documents~~ submitted to the Minnesota Gambling Control Board, along with all supporting documents;
  - ~~2.~~ City of Hastings Lawful Gambling Premises Permit Investigation, along with all supporting documents;
  - ~~3.~~ A copy of the articles of incorporation and bylaws of the organization;
  - ~~4.~~ The names and addresses of all officers and directors of the organization and the gambling manager;
  - ~~5.~~ A copy of the organization's written procedures and/or criteria for distribution of funds derived from lawful gambling, its standardized application form, and its written fiscal control procedures;
  - ~~6.~~ A copy of the Internal Revenue Service's tax-exempt letter;
  - ~~7.~~ The ~~applicant's organization's~~ federal and state employer identification numbers; and
  - ~~8.~~ Other information the city deems necessary to carry out the purposes of this section.
2. Renewal Investigations. All licenses issued shall be for a one (1) year period and terminate on December 31 of each year, regardless of when the license was issued. Investigations for the renewal of an existing license shall be made in a timely fashion and shall be made on the forms required by the City and shall state whether everything in the prior, original, master investigation remains true and correct, except as otherwise indicated.

If, in the judgement of the City Council, good and sufficient cause is shown by any organization for its failure to file for a renewal within the time provided, the Council may, if the other provisions of this chapter are complied with, accept the renewal.

3. Upon receipt of the materials required by division (D)(1)(a) above, city staff shall investigate the applicant request and make a recommendation for approval or denial of the application premises permit. The City Council shall approve or disapprove a request an application for a premise permit or bingo hall license by resolution. Copies of any other reports or documents which are required to be subsequently filed by the organization with the Gambling Control Board, including monthly financial statements, shall be filed simultaneously with the City Clerk.

3.4. Notification of Material Changes. An organization holding a Premises Permit must notify the City Clerk in writing within 10 days whenever any material change is made in the information required by division (D)(1) above.

5. License and Permit Display. All permits issued under state law or this chapter shall be prominently displayed during the permit year at the premises where gambling is conducted and to show to law enforcement officers upon request.

4.6. Inspections. All licensed organizations are deemed to have consented to inspection of the licensed premises by the City.

E.F. Investigation Fees. Organizations applying for or renewing a license to conduct lawful gambling in the City of Hastings shall pay an investigation fee as established by ordinance. This fee shall be paid at the time the application request is submitted to the City Clerk.

F.G. Lawful Expenditure Requirement.

1. Pursuant to the authority granted by M.S. § 349.213, as it may be amended from time to time, any organization conducting lawful gambling within the city must spend at least 50% of its expenditures for lawful purposes conducted or located within the city's trade area. For purposes of determining if the expenditures are expended within the city's trade area, the organization must show that the expenditures were ultimately received for a lawful purpose or activity and benefited by an organization or person that is specifically located within the trade area. The city's trade area is defined to be all areas within the city's corporate boundaries and the boundaries of all cities and townships contiguous to the city at the time of expenditure.
2. The requirements imposed by this subdivision shall be effective for all expenditures for lawful purposes made after 3-1-2008.

G.H. Exclusions and Exemptions. Exclusions for certain bingo games and raffles and exemptions for certain organizations are governed by M.S. § 349.166, as it may be amended from time to time.

1. The following bingo and raffle activities are exempt from the lawful gambling requirements of this section:
  1. Bingo may be conducted without a premise permit if it is in connection with a civic celebration and if it is not conducted for more than four consecutive days in a calendar year. A civic celebration is an event that celebrates a recognized national holiday or occasion celebrating an event proclaimed by the Hastings City Council.
  2. Bingo may be conducted without a premise permit if it is conducted by an organization that conducts 4 or fewer bingo occasions in a calendar year.

- ~~3. Bingo may be conducted without a premises permit within a nursing home, senior citizens home, or by a senior citizen organization if the prizes for a single game do not exceed \$10, total prizes awarded at a single occasion do not exceed \$200, no more than 2 occasions are held each week, only members or residents are allowed to play, no compensation is paid for persons conducting the bingo, and a manager is appointed who is registered with the Gambling Control Board.~~
  - ~~4. Raffle may be conducted without a premise permit if it is conducted by an organization and if the value of all raffle prizes awarded in a calendar year does not exceed \$750; or if the raffle is conducted by a tax exempt health or social service organization under contract to the state or a political subdivision and the prizes awarded are real or personal property donated by an individual, firm, or other organization.~~
  - ~~5. Lawful gambling may be conducted within the city without a premise permit if the organization conducts a gambling on five or fewer days in a calendar year, does not award more than \$50,000 in prizes in a calendar year, receives prior City Council approval and receives an exemption from the Gambling Control Board.~~
- ~~2. An application for an exemption from the provisions of this section, together with a fee established by ordinance, shall be submitted to the City Clerk at least 30 days prior to the date that an exempt gambling activity is to be conducted. The application shall contain the following information:~~
- ~~1. The name and address of the organization;~~
  - ~~2. The place where the gambling will occur;~~
  - ~~3. The total value of prizes to be awarded; and~~
  - ~~4.1. The dates the proposed exempt gambling will occur.~~
- ~~I. Within 30 days of filing any reports with the Gambling Control Board, the organization shall file a copy of the same reports with the City Clerk. *Records and Reports.*~~
- ~~3. Every organization permitted to conduct lawful gambling in the City shall file with the City Clerk copies of all records and reports required to be filed with the Minnesota Gambling Control Board pursuant to M.S. § 349. The records and reports shall be due at the same time they are due to the Board. The gambling manager of a licensed organization shall be exclusively responsible for the timely filing of all reports and other documents required by this chapter.~~
- ~~J. *Video Games Of Chance.* Video games of chance as defined by M.S. § 609.75, subd. 8 Minnesota Statutes are prohibited in the city.~~
- ~~H-K. *Violations.*~~
- ~~a. The City Council may revoke the premises permit where the organization has failed to meet the reporting requirements.~~
  - ~~a-b. Violation of this ordinance may impact future renewals.~~

**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 \_\_\_\_\_, 2023 amends the City Ordinance to allow the City to require any organization conducting lawful gambling within the City to renew premises permits through a renewal investigation fee each calendar year.

**SECTION 3. EFFECTIVE DATE.** The requirements imposed by this subdivision shall be effective for all expenditures for lawful purposes made after 07/01/2023. The remainder of 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 D. Fasbender, Mayor

Attest:

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

Published in the Hastings Journal on \_\_\_\_\_, 2023.

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

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

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

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

**34.03 City Clerk**

<b>Gambling</b>		
<u>Initial Investigation Fee</u>	<del>\$150.00</del> <u>\$250.00</u>	<del>One-Time</del> <u>Initial Investigation</u>
<u>Renewal Investigation Fee</u>	<u>\$150.00</u>	<u>Annual (calendar year)</u>

**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 regarding the amendment of initial investigation fees and adoption of an annual investigation fee for renewals of Lawful Gambling Premise Permits.

**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 \_\_\_\_\_.

Cottage Grove

Denmark Twp.

Clifton Twp.

X-E-01

Prescott

Nininger Twp.

Hastings

Ravenna Twp.

Marshan Twp.

