



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: October 7, 2024
Item: Authorize Signature: Memorandum of Understanding – Sewer Service – UHL –
15211 Ravenna Trail

Council Action Requested:

Authorize signature of the attached Memorandum of Understanding (MOU) between the City and United Heroes League (UHL) pertaining to sanitary sewer service for the UHL locker room and stadia project located at 15211 Ravenna Trail. Approval requires a simple majority of City Council.

Background Information:

The MOU establishes conditions for UHL to install and utilize temporary holding tanks for sanitary sewer treatment while the City and Metropolitan Council review the potential expansion of municipal sewer service to the property. UHL will be required to hook up to municipal sanitary service if it becomes available or install a permanent septic system once a decision on municipal service has been determined.

On June 17, 2024 the City Council granted site plan approval for UHL to construct stadium bleacher seating for 1,175 individuals and a 3,450 s.f. locker room building underneath the bleachers.

Financial Impact:

Future commercial development of the site will increase tourism spending in Hastings.

Advisory Commission Discussion:

N/A

Attachments:

- Memorandum of Understanding

HASTINGS CITY COUNCIL**RESOLUTION NO. _____****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF STADIUM
SEATING AND A LOCKER ROOM AT 15211 RAVENNA TRAIL FOR UNITED
HEROES LEAGUE ON PROPERTY OWNED BY DEFENDING THE BLUE
LINE**

Councilmember _____ introduced the following Resolution and moved its adoption:

WHEREAS, Marshall Andrews of HTG Architects has applied for Site Plan approval to construct stadium seating holding approximately 1,175 individuals and a +/- 3,450 s.f. locker room facility on property owned by Defending the Blue Line. The facility is operated by United Heroes League and generally located at 15211 Ravenna Trail (PIN 19-035500-14-020) and legally described on Attachment A; and

WHEREAS, on June 10, 2024 the Hastings Planning Commission held reviewed the request and recommended approval of the action as presented; and

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

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

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

1. Conformance with the plans submitted with the City Council Staff Report dated June 17, 2024.
2. Reconfiguration of the rear property line to maintain a minimum 20-foot setback for the stadium seating and locker rooms.
3. Final approval of the Grading, Drainage, Erosion Control, and Utility Plans by the Public Works Director.

4. All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
5. Disturbed areas of the site shall be maintained to the requirements of the City's property maintenance ordinance.
6. Any uncompleted site work (including landscaping) must be escrowed at 125 percent of the estimated value prior to issuance of a certificate of occupancy.
7. All lighting shall incorporate shields and cut-offs to direct light on the site.
8. Landscape planter schematics, material type, colors, and planted items must be approved prior to issuance of a Building Permit.
9. Equipment screening fence schematics, material type, and color must be approved prior to the building permit
10. The photometric plan must ensure foot candle illumination for the hockey rink and parking lot does not exceed 0.5 foot candles at the property line.
11. Approval is subject to a one-year Sunset Clause; if significant progress is not made towards the proposal within one year of City Council approval, the approval is null and void.

Council member _____ moved a second to this resolution and upon being put to a vote adopted by those present.

Adopted by the Hastings City Council on June 17, 2024, by the following vote:

Ayes:
Nays:
Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

Attachment A
Legal Description
PIN 19-03500-14-020

That part of the West half of the Northeast Quarter of Section 35, Township 115 North, Range 17 West lying south of CSAH No. 54 and east of County Road No. 91; except the south 1,072 feet lying west of the east 275.35 feet; AND

Except that part lying westerly of a line commencing at the intersection of the centerline of CSAH No. 54 and the centerline of County Road 91; thence South 79 degrees, 02 minutes, 08 seconds East on the centerline of CSAH No. 54 a distance of 846 feet to the point of beginning of the line to be described; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 501.37 feet; thence North 79 degrees, 02 minutes, 08 seconds West a distance of 145.11 feet; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 225.32 feet to the north line of the south 1,072 feet of said West Half of the Northeast Quarter, thence terminating; AND

Except the south 200 feet of the east 275.34 feet of said West Half of the Northeast Quarter.

Subject to CSAH No. 54.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2024, (“Effective Date”) by the City of Hastings (“City”), a Minnesota public body corporate and politic and United Hero League, a Minnesota nonprofit corporation (“UHL”) (also known as Defending the Blue Line).

WHEREAS, UHL owns that certain real property located at 15211 Ravenna Trail, Hastings, Minnesota, legally described on Exhibit A (the “Property”); and

WHEREAS, is constructing certain improvements on the Property that include a stadium-seating style facility with locker rooms, which were approved pursuant to City Council Resolution 06-15-24 (“Improvements”); and

WHEREAS, the Property is not currently served with public sewer services, and it is unclear when the Metropolitan Council Environmental Services (“MCES”) will complete its routing study (“MCES Study”) and make a decision about the path of providing public sewer services in the City of Hastings so that the public sewer services would be available to the Property; and

WHEREAS, UHL has requested that it be allowed to install temporary holding tanks as a temporary septic system until a certain date or event occurs, as defined below, at which time a permanent septic system will be installed or UHL will connect to the public sewer system; and

WHEREAS, the City is willing to grant the request under certain terms and conditions herein.

NOW THEREFORE, it is hereby acknowledged and agreed upon by the parties that:

1. UHL may install temporary holding tanks and other associated infrastructure as a temporary septic system to support the Improvements; and

2. The temporary septic system plans must be approved by the City Engineer and by Dakota County and may include, but are not limited conditions such as the following:
 - a. The number and size of tanks required must be sufficiently robust to support the Improvements and anticipated number of users.
 - b. Each tank must include an alarm system to notify UHL when the tank is nearing capacity.
 - c. Each tank must be regularly pumped on a schedule that will be determined based on the size of each tank.
3. Due to the temporary nature of the septic system, the City will grant UHL a temporary certificate of occupancy until such time as a permanent system, as determined below, is installed and operational, or five (5) years from the Effective Date, whichever occurs first.
4. If MCES' Study of the public sewer in the City determines that the public sewer services will be available to the Property, then UHL shall connect immediately upon notice by the City that such connection is available.
5. If MCES' Study of the public sewer in the City determines that the public sewer services will not be available to the Property, then within one year of the completion of the MCES Study and notification by the City, UHL must install a permanent septic system, which must be approved by Dakota County prior to installation.
6. In either case, when the permanent septic system is operational or when the connection to the public sewer system is complete, UHL shall amend or remove the temporary septic system to the satisfaction of the City and Dakota County.
7. Upon completion of the permanent septic system or connection to the public sewer system and the removal of the temporary septic system, as long as all other components of the Improvements are complete, the City will issue a permanent Certificate of Occupancy.
8. UHL agrees to defend, indemnify, and hold City harmless from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions in the performance of the any of the activities contained here related to the temporary septic system, any permanent septic system or any connection to the public sewer system. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of UHL and City, they shall be borne by each party in proportion to its own negligence.

[remainder of page intentionally blank]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That part of the West half of the Northeast Quarter of Section 35, Township 115 North, Range 17 West lying south of CSAH No. 54 and east of County Road No. 91; except the south 1,072 feet lying west of the east 275.35 feet; AND

Except that part lying westerly of a line commencing at the intersection of the centerline of CSAH No. 54 and the centerline of County Road 91; thence South 79 degrees, 02 minutes, 08 seconds East on the centerline of CSAH No. 54 a distance of 846 feet to the point of beginning of the line to be described; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 501.37 feet; thence North 79 degrees, 02 minutes, 08 seconds West a distance of 145.11 feet; thence South 10 degrees, 57 minutes, 52 seconds West a distance of 225.32 feet to the north line of the south 1,072 feet of said West Half of the Northeast Quarter, thence terminating; AND

Except the south 200 feet of the east 275.34 feet of said West Half of the Northeast Quarter.

Subject to CSAH No. 54.