

AGENDA

I CALL TO ORDER:

II ROLL CALL:

III DETERMINATION OF QUORUM:

IV APPROVAL OF MINUTES:

Minutes of May 19, 1986 and Special Early Meeting May 19, 1986

V AWARDING OF BIDS AND HEARING

1. Award Bid - 1986 Street Overlay

VI REPORT FROM CITY STAFF:

A. City Planner

1. Site Plan Review-Phase I of Westview 2 - Commercial Development Proposal-IBI Inc.
2. Rezoning from P-I and Agricultural to R-2 (1st Reading) and Preliminary plat-Valley West 2nd Addition - Conzemius Brothers.
3. Preliminary Plat - Highland Hills 3rd Addition - Siewert Construction,
4. Subdivision Proposal - 5 acre parcel located north of Vermillion River and east of 4th Street Bridge - Ron Shandley.
5. Variance request-Interior sideyard setback-Kirk Johnson-126 W. 18th St.
6. Zoning ordinance amendment (1st Reading and Set Public Hearing) - Site Plan Review Ordinance.

B. City Administrator

1. Contract renewal - Fire Department Hotel/Motel Inspections.
2. Reconsider 'No Wake' resolution.
3. Local 320 Fire Contract negotiations.
4. Proposal from Dick Fuchs - City Hall.
5. City Hall - absentee ballot ward - 1st reading & set public hearing.
6. 1985 Audit presentation - Gary Kramer.
7. Minnesota Historical Society tour - June 22.
8. Charter Amendments.
9. Administrative Committee report on Police personnel.
10. Letter of credit-amendment.
11. University of Minnesota-Model Study for Hydro.
12. Resolution - Transit contracts for 1987.
13. Southwest Ponding Basin.
14. Rivertown Days-Helicopter Rides.

C. City Engineer

1. Receive 1986 Sealcoat plans and specs and advertise for bids.
2. Newly annexed areas-house numbers.

VII COMMENTS FROM AUDIENCE:

VIII UNFINISHED BUSINESS:

IX NEW BUSINESS:

X REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XI COMMUNICATIONS AND MISCELLANEOUS BUSINESS

XII PAYMENT OF CLAIMS

Consent Agenda:

1. Pay all bills as audited
2. Payment Estimate No. 1 Austin P. Keller Construction Company-1986
Improvement Project - \$108,004.10.
3. Renewal of liquor, beer and wine licenses.

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, May 19, 1986 at 7:30 p.m. in the Council Chambers of the City Hall.

Members Present: Councilmember Berg, Werner, Kulzer, Bond, Trautmann, Nesbitt, Plan, Mathiowetz and Mayor Stoffel.

Members Absent: None.

The Mayor called for additions or corrections to the minutes of the meeting of May 5, 1986, Councilmember Kulzer noted that the motion for the City Administrator's salary increase should read; moved by Councilmember Kulzer, seconded by Councilmember Berg; with this correction the minutes were approved as presented. The Mayor then called for additions or corrections to the minutes of the special meeting of May 7, 1986 and hearing none declared the minutes approved as presented.

The Mayor opened the Public Hearing at 7:31 p.m. to consider the request for a variance to the City of Hastings flood plain regulations by Mr. Ron Shandley. Mr. Shandley was represented by Attorney Jim Bates of Prior Lake. Mr. Bates requested that the Council consider the variance favorably, and he suggested that the replacement of the bridge be considered by the city and that the request of Mr. Shandley was a reasonable request. Mr. Peter Likes stated that there were now 80 acres currently available on the north side of the Vermillion River located east of the Fourth Street bridge but approximately 70% of that was dedicated to easements, leaving only four houses maximum that potentially could be built. No one else wished to speak on the issue. The Mayor closed the public hearing at 7:52 p.m.

PUBLIC HEARING-
VARIANCE TO
FLOOD PLAIN
ORDINANCE

Moved by Councilmember Werner, seconded by Councilmember Berg to pass the 3rd Reading of Ordinance No. 200 amending Section 6.09 Subdivision 3 of the City Code by establishing publication requirements for public hearing notices pertaining to proposed vacations of public street, alleys or easements. 8 Ayes; Nayes, None.

ORDINANCE NO.
200-PUBLICATION
REQUIREMENTS-
VACATION
REQUIREMENTS

Moved by Councilmember Berg, seconded by Councilmember Bond to accept the Planning Commissions recommendations to deny the request of Mr. Ron Shandley, for a variance to the City of Hastings flood plain regulations. 3 Ayes; Nayes, Werner, Kulzer, Trautmann, Plan and Mathiowetz. Motion fails.

VARIANCE
REQUEST-HASTINGS
FLOOD PLAIN
REGULATIONS-RON
SHANDLEY

Moved by Councilmember Kulzer, seconded by Councilmember Werner to approve the request for variance to the Hastings flood plain regulations. This approval is subject to the City Attorney drafting a separate agreement to be signed by the property owners and the city which would include their acknowledgement of the current flood plain levels and the potential for limited access as well as an evacuation plan and a flood warning procedure. This variance approval is contingent upon the property owners signing this agreement, and the agreement recorded against the subject 5 acre parcel. 6 Ayes; Nayes, Bond and Berg.

Moved by Councilmember Werner, seconded by Councilmember Plan to approve the site plan review for a four plex at Lot 1, Block 3 Riverwood Addition (3085 Riverwood Drive for Columbus Freiermuth) based upon the Planning Commissions recommendation as follows:

SITE PLAN REVIEW-
RIVERWOOD
ADDITION 3085
RIVERWOOD DRIVE-
C. FREIERMUTH

1. That the applicant submit a landscaping plan to the City of Hastings prior to occupancy of the units.
 2. That the property drain pursuant to the original grading plan for the lot. In this case the front of the lot should drain toward the street. The rear of the lot should drain northeasterly toward the adjacent drainage ditch. The applicant should insure that the driveway on the south side of the lot does not drain into the adjacent lot (Lot 2, Block 3).
 3. That the applicant comply with the flood plain requirements for the area in question, as applicable, regarding elevation of the structure.
- 8 Ayes; Nayes, None.

Moved by Councilmember Bond, seconded by Councilmember Berg to approve the Real Estate abatement for Eileen Schommer reducing the estimated market value from \$74,000 to \$67,900 for property identification number 19-32150-020-50 and approving the reduction of the estimated market value for the James Dodge property with a legal description of 19-32150-020-95 from \$100,000 to \$93,600. 8 Ayes; Nayes, None.

REAL ESTATE
ABATEMENT

- RIVERTOWN DAYS
CHAMBER OF
COMMERCE
AGREEMENT
- Moved by Councilmember Trautmann, seconded by Councilmember Kulzer to accept the Planning Committee's recommendation and approve the agreement for the Rivertown Days festivities for 1986. 8 Ayes; Nays, None. Copy of agreement on file in the office of the City Administrator/Clerk.
- CHAMBER REQUEST
-BEER LICENSE
RIVERTOWN DAYS
- Moved by Councilmember Bond, seconded by Councilmember Werner to approve the request of the Chamber of Commerce to sell non-intoxicating malt liquor on Sunday, July 27th between the hours of 12:00 and 5:00 p.m. and in Jaycee Park between the hours of 12:00 noon and 5:00 p.m. Saturday, July 26th and Sunday, July 27th. 8 Ayes; Nays, None.
- CHARTER AMEND-
MENTS
- Moved by Councilmember Bond to discuss each item to be considered for change to the City Charter one at a time. This motion died for lack of a second.
- Moved by Councilmember Nesbitt, seconded by Councilmember Werner to approve the first reading of the proposed Charter amendments and set a public hearing for June 2, 1986. 7 Ayes; Nays, Bond. This motion fails because a unanimous vote is required.
- CHARTER
COMMISSION
ATTORNEY FEES
- Moved by Councilmember Trautmann, seconded by Councilmember Plan to approve the payment of \$5,525.05 to the Law Firm of Herbst & Thue, Ltd. the Attorney's for the Charter Commission. The money for this bill will come out of the contingency fund. 8 Ayes; Nays, None.
- APPOINT WATER
OPERATOR II
- Moved by Councilmember Mathiowetz, seconded by Councilmember Werner to hire Richard Robb to fill the Water Operator II position effective May 21, 1986 under the current union contract. 8 Ayes; Nays, None.
- ACCEPT
RESIGNATION-
HARRY KNOLL
- Moved by Councilmember Berg, seconded by Councilmember Plan to accept the resignation of Harry Knoll from the Parks Department effective June 30, 1986. The Council expresses its thanks and appreciation to Mr. Knoll for his many years of service to the city. The Council directed the staff to investigate sources of funds to fill this position for the remaining portion of this year. 8 Ayes; Nays, None.
- HIRE LABOR
RELATIONS
ASSOCIATES-
FIRE CONTRACT
- Moved by Councilmember Trautmann, seconded by Councilmember Plan to authorize the hiring of Labor Relations Associates to work with the staff on the local 320 Fire contract arbitration matter if needed. 8 Ayes; Nays, None.
- REQUEST FOR
ADDITIONAL
POLICE DEPART-
MENT PERSONNEL
- Moved by Councilmember Bond, seconded by Councilmember Berg to direct the matter of the request for additional Police Department Personnel to the Administrative Committee and request the Committee to report back to the City Council at the next meeting. 8 Ayes; Nays, None.
- AUTHORIZE
ADDITIONAL
DEPOSITORIES
- Moved by Councilmember Werner, seconded by Councilmember Trautmann to approve the following depositories. 6 Ayes; Nays, Berg and Bond.
1. Gold Post Savings & Loan, Pembroke Pines, Florida.
 2. Household Bank, Baltimore, Maryland.
 3. West Port Savings Bank, Laguna Beach, California.
 4. Comfed Savings Bank, Chelmsford, Maine.
 5. Western Financial Savings, Orange, California.
 6. Liberty Federal Savings & Loan, Leesville, Louisiana.
 7. City Commerce Bank, Santa Barabara, California.
- PURCHASE POLAROID
CAMERA
- Moved by Councilmember Werner, seconded by Councilmember Kulzer to authorize the Engineering Department to purchase a polaroid camera. 8 Ayes; Nays, None.
- RESOLUTION NO.
53-86 ADVANCE
ENCUMBRANCE-
STATE AID FUNDS
- Moved by Councilmember Kulzer, seconded by Councilmember Werner to adopt Resolution No. 53-86 requesting the Commissioner of Highways for advance encumbrance of Municipal State Aid Street Funds. 8 Ayes; Nays, None. Copy of resolution on file.
- AGREEMENT-
LOESCH'S PARKING
LOT
- Moved by Councilmember Kulzer, seconded by Councilmember Berg to authorize the Mayor and the City Clerk to enter into an agreement with Theresa Loesch the owner of the parking lot across from the Police and Fire Station for upkeep and use of the parking lot. 8 Ayes; Nays, None. Copy of agreement on file in the office of the City Engineer.
- AGREEMENT BETWEEN
CITY AND WILLIAMS
AND LINDA DEITNER
- Moved by Councilmember Kulzer, seconded by Councilmember Plan to authorize the Mayor and the City Clerk to enter into an agreement with William and Linda Deitner 637 West 2nd Street whereby they agree not to contest assessments for sewer and water mains if ever sewer and water mains are constructed on Second Street adjacent to their property and that this agreement be recorded with the County. 7 Ayes; Nays, Nesbitt.

Moved by Councilmember Nesbitt, seconded by Councilmember Kulzer to adopt Resolution No. 54-86 providing for 'No Wake' for all water vessels from Lock and Dam No. 2 to the easterly city limits. 5 Ayes; Nayes, Mathiowetz, Berg, Werner and Bond.

RESOLUTION NO. 54-86 NO WAKE-MISSISSIPPI RIVER

Moved by Councilmember Werner, seconded by Councilmember Plan to:
1. Pay all bills as audited.
2. Sidewalk reimbursement-Don Sherry-\$612.50. 8 Ayes; Nayes, None.

CONSENT AGENDA

Moved by Councilmember Mathiowetz, seconded by Councilmember Bond to adjourn the meeting at 9:18 p.m. 8 Ayes; Nayes, None.

ADJOURNMENT

ATTEST

Mayor, Lu Ann Stoffel

City Administrator/Clerk, Gary E. Brown

Hastings, Minnesota
May 19, 1986

The City Council of the City of Hastings, Minnesota met in a Special Early Meeting on Monday, May 19, 1986 at 6:45 p.m. in the Council Chambers of the City Hall to discuss Fire contract negotiations for 1986.

Members Present: Councilmember Berg, Kulzer, Bond, Trautmann, Nesbitt, Plan and Mayor Stoffel.

Members Absent: Mathiowetz and Werner.

Councilmembers Werner and Mathiowetz arrived at 7:00 p.m.

Gary Brown, the City Administrator/Clerk, explained to the Council that the staff had received a filing of arbitration for the Local 320 Fire contract for 1986. He then reviewed the final proposal that was presented to the bargaining unit. The City Council recommended that the city hold with its final offer of:

1. 103 holiday hours.
2. Amending the contract according to the existing supplemental agreement for training.
3. Agreeing to 50% of the first 130 days for severance pay.
4. Effective 1-1-86 1% increase in wages to 9.63 per hour and effective 7-1-86 1% to 9.73 per hour.

The Council then directed staff that if the Local 320 requests a two year contract the city offers 3% on January 1, 1987 and 1% on July 1, 1987.

ATTEST

Mayor, LuAnn Stoffel

City Administrator/Clerk, Gary E. Brown

Minutes of Hastings Cable Television Commission
Tuesday, May 13, 1986
3:00 PM
City Hall Council Chambers

Members Present: Rosendahl, Rayner, Bour, Swanson
Members Absent: Pellant, Siebenaler
Also Present: Dianne Latuff, Marie Boldon, Mike Wurm
Shawn Moynihan, Asst. City Atty.

A quorum being present, Chairman Rosendahl called the meeting to order.

Moved by Commission Rosendahl and seconded by Commissioner Rayner that the minutes of the meeting of April 1, 1986, be approved as written. Ayes, 4, Nays-0.

Mr. Moynihan gave an in-depth presentation of the insurance needs and possible coverage available for the new Access Corporation. Some of the areas discussed at length included liability (for libel and slander), comprehensive (equipment damage and theft) and personal injury. He outlined examples of coverages carried by other cable companies. Also discussed were areas of overlap with insurance carried by the Cable Company and the School District. Dianne Latuff will attempt to get copies of possible policies and price quotes. The Commissioners thanked Mr. Moynihan for his thorough research and presentation.

Dianne Latuff advised the Commissioners that in preparing the tax-exempt application she had become aware of rather stringent provisions in the present By-Laws relating to control of the Access Corporation by this Commission, and suggested that the Commission might wish to review whether this was in fact their intent. Commissioner Rayner suggested that any revision of the By-Laws be tabled until each Commissioner had a chance to thoroughly review the By-Laws.

Commissioner Rayner reported that the subcommittee had ascertained a need for part-time secretarial help for Mike Wurm at the Cable Studio. It was suggested that the possibility of obtaining such help through the Dakota County Job Training Program and/or the School's Work Study Program be explored.

Mike Wurm passed out an Access Update report which included copies of our updated check-out form as well as samples of similar forms from South Washington County and Minneapolis cable companies.

Commissioner Rayner suggested that meetings be reduced during the summer. Moved by Commissioner Bour and seconded by Commissioner Rayner that the next meeting be held on Tuesday, July 15, 1986. Ayes-4, Nays-0.

Moved by Commissioner Rosendahl and seconded by Commissioner Swanson that the meeting be adjourned. Ayes-4, Nays-0.

Respectfully submitted,
Mary Ellen Swanson
Mary Ellen Swanson, Secretary

MINUTES OF HASTINGS PLANNING COMMISSION
Tuesday, May 27, 1986

The regular meeting of the Hastings Planning Commission was called to order at 7:30 p.m.

Members Present: Commissioners Ditty, Stevens, Dredge, Kaiser, Conzemius, Voelker, and Chairman Simacek.

Members Absent: Commissioners Folch and Anderson.

Staff Present: Planning Director Harmening.

Commissioner Kaiser moved, seconded by Commissioner Stevens, to approve the May 12, 1986 Planning Commission minutes. Voice vote carried unanimously.

The Planning Director informed the Planning Commission that pursuant to Section 10.24 of the Hastings City Code IBI, Inc. was requesting that the city approve a site plan for phase 1 of a proposed commercial development located directly east of the Westview Mall. The total square footage of the proposed building within phase 1 is 29,400 square feet and is made up of a 22,400 square foot Top Do-It center and 7,000 square feet of gross retail space with tenants yet to be announced. The Planning Director reviewed with the Planning Commission matters pertaining to the zoning of the property, storm sewers, hydrant locations, landscaping plans, lighting, garbage disposal plans, etc. Items which the Planning Director provided an indepth discussion on were as follows:

- A. Sign Plans—the only sign proposal provided at this time is for the Top Do-It Center. In this case the signs proposed amount to approximately 475 square feet in area. Pursuant to city code, in a shopping center each business is permitted to have an aggregate square footage of sign space not exceeding 240 square feet. The Planning Director informed the Planning Commission that it would appear the developer would either have to redesign the sign proposal or request a variance. After considerable discussion the Planning Commission felt that the sign matter should possibly be reviewed as a separate issue and not be included in the site plan review itself.
- B. Parking—the Planning Director informed the Planning Commission that the developer was proposing to provide 112 parking spaces. The Planning Director stated that calculating the required number of parking spaces pursuant to City Ordinance was slightly difficult due to the unique nature of the proposed development. For example, should the inside warehouse space be assumed to be dead storage or will this space generate a need for parking? Also, the ordinance permits deducts for storage and nonpublic places. In this case, for the 7,000 square foot retail space, it is unknown at this time how much of this space will be made up of nonpublic areas. The Planning Director reviewed with the Planning Commission various methods for estimating the parking needs for the phase 1 development. After considerable discussion the Planning Commission and Planning Director determined that the ordinance requirement for a two (gross parking area) to a one

(gross building area) ratio was an appropriate method for determining the parking needs for the proposed development. By using this method it was determined that the gross parking area was short by approximately 3,085 square feet or approximately 10 spaces (330 square feet per space).

The Planning Director also discussed matters pertaining to the width of the entrances to the parking lot as well as the width of the driving lane around the building its self.

- C. Sidewalks—the Planning Director stated that a sidewalk currently fronts the property in question along the South Frontage Road. The Planning Director raised a question on whether or not a sidewalk would be necessary along the West side of Westview Drive adjacent to the property in question. The Planning Commission felt that although the sidewalk issue was important, it was felt that because it would be an off site improvement the matter probably should be discussed separate from the actual site plan review.

Brooks Swanson, representing the developer, provided a general overview of the project and answered questions of the Planning Commission.

Glen Krick, 1182 West 14th Street, questioned matters pertaining to the phasing of the development as well as matters pertaining to landscaping. Commissioner Voelker stated that although she was very much in favor of the proposed project she was concerned with traffic impacts in the Westview area and suggested that maybe the proposed development should be located within the Industrial Park.

After considerable discussion a motion was made by Commissioner Stevens, seconded by Commissioner Conzemius, to recommend approval of phase 1 of the site plan with the understanding that the issues pertaining to signage and the sidewalk improvements will be addressed separately. Approval of phase 1 of the site plan was subject to the following conditions:

- A. That the developer provide 10 more parking spaces, for a total of 122 stalls, for phase 1 of the Westview 2 proposal.
- B. That the four driveway entrances to the parking lot be widened to 28 or 30 feet. In addition, the proposed driving lanes around the building are to be widened to 28 or 30 feet. Any reduction in parking spaces which may result from this alteration must be made up.
- C. At the time the phase 2 retail spaces is proposed the developer should provide for a more detailed plan for the loading and unloading berths on the south side of the building with respect to location, screening, etc.
- D. The developer is to provide a dust control mechanism for the rock base area directly south of the phase 1 building.
- E. The developer is to work with the City Engineer regarding the location of storm sewers structures within the proposed parking lot.
- F. The developer is to provide a fire hydrant as per city specifications directly adjacent to the proposed driveway entrance off of Westview Drive.

- G. At the time of phase 1 construction the developer is to provide, at a minimum, the placement of trees (ash for example) spaced at a maximum of 60 feet on center along the entire perimeter of the subject property (along South Frontage Road, Westview Drive, and 12th Street). Also, at the time the building and parking lot for phase 2 is constructed the developer is to provide a earth berming system along 12th Street for parking lot screening purposes. The developer is to recognize that to the city may consider requiring a berming system along Westview Drive as well at the time the phase 2 proposal is initiated.
- H. That the developer will provide a revised site plan prior to building permit issuance which takes into consideration the afor mentioned changes. Upon acceptance by the city of the revised site plan the developer is to construct phase 1 and all related items as per the approved revised site plan.
- I. That a brief developers agreement possibly be entered into to take into consideration the items mentioned above are those which maybe recognized at a later date.

Upon vote taken, Ayes, 6; Nayes, Commissioner Voelker.

Chairman Simacek reopened the Public Hearing at 7:50 p.m.

The Planning Director briefly reviewed the proposal.

In this case the applicant is requesting a rezoning from P-I and A to R-2 and preliminary plat approval of a residential developinging compassing approximately 4 acres and generating 10 single family lots. Items which were discussed by the Planning Commission were as follows:

- A. Park Land Dedication - the NRRC has reviewed the proposed Platting action and has recommended that the developer pay \$1,381.20 in cash to met the citys park requirements.
- B. Proposed Street Name - the developer is proposing to call the cul-de-sac First Place. The Planning Commission discussed possibly adding the word Court to the proposed street name. After discussion it was felt that any additional change to the street name was not necessary.
- C. Proposed Island within the cul-de-sac - in attendance to discuss this matter with the Planning Commission were City Engineer, James Kleinschmidt and Street Superintendent, Keith Rosch. The Planning Director briefly reviewed this particular item. In this case the developer is proposing to place a planting island within the cul-de-sac. Upon staff review of this matter the Engineering and Street Departments expressed concern with the proposed island based primarily on maintenance concerns of the streets themselves as well as maintenance of the island within the cul-de-sac. The Planning Director informed the Planning Commission that the Fire Department had actually tested its ability to turn a pumper vehicle within a cul-de-sac as proposed. It appeared the turning ability of a pumper would not be unduly restricted by having an island within the cul-de-sac. The Planning Director also informed to the Planning Commission that staff had been in contact with the City of Burnsville and found that the islands have not presented any major problems.

The Planning Commission discussed with the City Engineer and the Street Superintendent their concerns on the inclusion of an island within the cul-de-sac. The Planning Commission discussed with the Engineer the possibility of removing the island at a later date if it was determined that the island was creating a problem for maintenance or public safety.

Jerry Conzemius and John Dwyer, representing the developer, provided general comments on the planting islands and stated that they would be willing to place covenants or restrictions against the property owners in the cul-de-sac requiring that the property owners maintain the island.

There being no further comments from the audience the Chairman closed the Public Hearing at 8:30 p.m.

After considerable discussion, a motion was made by Commissioner Dredge, seconded by Commissioner Voelker, to approve the rezoning and preliminary plat, including the placement of the planting island within the cul-de-sac, because the rezoning and preliminary plat are consistent with the goals and objectives of the comprehensive plan, because they are consistent with the R-2 zoning requirements, and further that they are adequate sanitary sewer, watermains, storm sewer, and transportation facilities available to accommodate the site. It was recommended that the approval be subject to the following conditions and or understandings being implemented:

- A. That the developer provide the city with \$1,381.20 in cash to meet the city's park requirement.
- B. That the developer provide the city with \$1,350.00 in cash for related interceptor sewer charges.
- C. That with respect to the tear drop island within the cul-de-sac, the developer is to work closely with the City Engineering Department regarding the design of the cul-de-sac. In addition the developer will be required to place covenants against the properties within the cul-de-sac requiring the property owners to maintain the island. Also, the developer will be required to maintain the island within the cul-de-sac until all the lots are sold and the homes occupied.
- D. That the proposed public improvements be installed pursuant to city requirements and specifications.
- E. That a developer's agreement be formulated to implement the conditions and understandings mentioned above or those which may be recognized at a later date.

Upon vote taken, Ayes, 6; Nays, 0; Commissioner Conzemius abstained.

The Planning Director briefly reviewed this matter with the Planning Commission. In this case Mr. Shandley previously requested that the city approve the splitting off of approximately 5 acres from a property located East of the 4th Street bridge adjacent to the Vermillion River. Mr. Shandley proposed to build a single family home. The Planning Commission tabled action on the subdivision request due to the need for a variance to the city's flood plain ordinance regarding the depth of water over access roads. Mr. Shandley made application for a variance and subsequently received approval of the variance by the City Council at its meeting on May 19, 1986. The Planning Director informed the Planning Commission that

since the variance question had been resolved it would appear approval of the subdivision could now occur.

After discussion a motion was made by Commissioner Ditty, seconded by Commissioner Conzemius, to approve the 5 acre subdivision subject to the following conditions:

- A. That construction of the single family home on the 5 acre parcel be in conformance with the city's flood plain ordinance regarding, for example, the elevation of the structure, etc.
- B. That the private sanitary sewer and water systems conform to the applicable local and state statutes regarding said systems.
- C. That a flood warning and evacuation plan be prepared for the subject property and adopted by the city.
- D. That the applicant improve and maintain the easement access, at or before the time of occupancy of the single family home, in a condition that is accessible to conventional automobiles.
- E. That the applicant enter into an agreement with the City of Hastings pursuant to the requirements ordered by the City Council on May 19, 1986.

Upon vote taken Ayes, 7; Nays, 0.

The Planning Director informed the Planning Commission that the Johnson's are requesting a 1.5 foot side setback variance to Section 10.23 of the Zoning Ordinance such that an 11' x 14' kitchen addition may be added to an existing 25' x 36' single family home located at 126 W. 18th Street. The current zoning of the property is R-2. The Planning Director stated that the applicants were given a copy of the criteria which are to be met to allow the granting of a variance.

The applicants indicated on their application form, among other things, that by being required to meet the 7 foot setback the addition to the home would be pointless as it would not match up with the existing kitchen in a fashion which would make it usable. The applicant also indicated that they had conferred with their next door neighbor on this matter and apparently found that the neighbor was not in opposition to the addition as proposed.

The Planning Director also informed the Planning Commission that just prior to the Planning Commission meeting the applicants had indicated that the location of the side lot line in question was based on an existing fence or hedge and utility pole. This information presented concerns to the Planning Commission as they felt unsure of the exact status or extent of the variance request. The applicant strongly maintained that his interpretation of the lot line was accurate and correct.

The Planning Commission also discussed matters pertaining to nonconforming structures as related to the existing home. The Planning Commission requested that the Planning Director receive a legal interpretation of the nonconforming ordinance requirements.

After considerable discussion a motion was made by Commissioner Ditty, seconded by Commissioner Conzemius, to approve the variance request made by the Johnson's.

Upon vote taken Ayes, Commissioner Ditty, Conzemius, and Simacek; Nays, Commissioner Stevens, Dredge, Kaiser, Voelker. The motion was declared not approved. No further action was taken.

Chairman Simacek reopened the Public Hearing at 8:50 p.m. the Planning Director briefly reviewed the proposal being made. In this case the developers requested preliminary plat approval of a residential development encompassing approximately 11 acres and generating 34 single family lots the plat is proposed to be called the Highland Hills Third Addition. The applicants are proposing to install the improvements themselves. The Planning Director reviewed with the Planning Commission matters pertaining to park land dedication, street names, sanitary sewer system, easements.

After discussion a motion was made by Commissioner Kaiser, seconded by Commission Ditty, to recommend approval of the requested preliminary plat because it is consistant with the goals and objectives of the comprehensive plan, because it is consistant with the R-1 zoning requirements, and further that they are adequate sanitary sewer, watermains, storm sewer, and transportation facilities available to accomodate the site. It was recommended that approval be subject to the following conditions and or understandings being implemented:

- A. That questions pertaining to park land dedication requirements be resolved prior to final plat approval.
- B. That the street name for Brittany Trail be changed.
- C. That the utility and drainage easements be provided along all lot lines pursuant to city requirements.
- D. That any required interceptor sewer charges or buy in charges be paid prior to the recording of the the final plat.
- E. That the proposed improvements (Street, sewer, water, storm sewer) be installed pursuant to city requirements and specifications.
- F. That occupancy of residential units can not take place until all municipal improvements are installed to the citys satisfaction.
- G. All lots are to meet city requirements pertaining to lot width and area.
- H. That the outlots indicated on the preliminary plat be dedicated to the city as utility and drainage easements or walkways if that is the purpose for which they are provided.
- I. That the developer insure that the homes to be built are constructed at an elevation such that they can be served by the proposed sanitary sewer system. Also, the proposed storm sewer mains are to be installed deeper to allow more cover over the storm sewer mains.
- J. That a developers agreement be entered into to take into consideration the conditions and understandings just mentioned are those which maybe recognized at a later date.

Upon vote taken, Ayes, 7; Naves, 0.

The Planning Director informed the Planning Commission that the recently annexed Malcolm Avenue properties should be given a zoning designation by the city. The Planning Commission discussed the potential R-1 or R-2 zoning designation for those properties. It was felt that an R-2 zoning designation maybe most appropriate. Motion was made by Commissioner Kaiser, seconded by Commissioner Dredge, to order that a Public Hearing be held on the Malcolm Avenue zoning at 7:30 p.m. on June 23, 1986.

Upon vote taken, Ayes, 7; Naves, 0.

The Planning Director updated the Planning Commission on recent City Council actions.

Commissioner Dredge moved, seconded by Commissioner Voelker, to adjourn the meeting at 9:30 p.m.

Upon vote taken, Ayes, 7; Nays, 0.

City of Hastings
Dakota County, Minnesota

Resolution No. _____

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR 1986 OVERLAYS

WHEREAS, plans and specifications were prepared for this work and bids were requested, and

WHEREAS, on May 5, 1986 the City Council did receive the specifications and authorize the advertisement for bids for the 1986 overlays, and

WHEREAS, bids were received and are tabulated as follows:

<u>Bidder</u>	<u>Bid Price</u>
Pine Bend Paving	\$28,536.60
Valley Paving	\$24,782.00
Preferred Paving	\$28,936.00
Ace Blacktop	\$24,589.40
Tower Asphalt	\$26,405.70

WHEREAS, it appears that Ace Blacktop is the lowest responsible bidder.

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

That the City Administrator/Clerk is hereby authorized and directed to enter into a contract with Ace Blacktop in the amount of \$24,589.40 for completion of the 1986 Overlays in accordance with the plans and specifications on file in the office of the City Engineer.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS THIS 2ND DAY OF JUNE 1986.

LuAnn Stoffel, Mayor

ATTEST:

Gary E. Brown, City Administrator/Clerk

CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA

Minutes of Bid Opening
Tuesday, May 27, 1986
2:00 P.M.

Pursuant to motion passed by the City Council on May 5, 1986 a bid opening was held on Tuesday, May 27, 1986 for the purpose of opening bids for the 1986 Overlays.

Attending the meeting were: Gary Brown, City Administrator/Clerk
James J. Kleinschmidt, City Engineer
Keith Rosch, Street Superintendent
Gary Harms, Preferred Paving Inc.
Harold Mahowald, Ace Blacktop
Alex Schield, Valley Paving

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Bid Security</u>	<u>Amount of Bid</u>	<u>Representative Attending</u>
1. Pine Bend Paving	5% Bid Bond	\$28,536.60	None
2. Valley Paving	5% Bid Bond	\$24,782.00	Alex Schield
3. Preferred Paving	5% Bid Bond	\$28,936.00	Gary Harms
4. Ace Blacktop	5% Bid Bond	\$24,589.40	Harold Mahowald
5. Tower Asphalt	5% Bid Bond	\$26,405.70	None

CIRCULATION OF BIDS

Bids were received Tuesday, May 27, 1986 for Construction of 1986 Overlays

Bid Proposals were reviewed and corrected as follows:

BIDDER	BID SECURITY	STARTING DATE	COMPLETION DATE	AMOUNT OF BID
1. Pine Bend Paving P. O. Box 238 So. St. Paul, MN 55075	5% Bid Bond		July 15, 1986	\$28,536.60
2. Valley Paving 151 Silver Lake Rd. New Brighton, MN 55112	5% Bid Bond		July 15, 1986	\$24,782.00
3. Preferred Paving Inc. 24 S. Olive Waconia, MN	5% Bid Bond		July 15, 1986	\$28,936.00
4. Ace Blacktop, Inc. 7280 Dickman Tr., Box 221 Unver Grove Hgts. 55075	5% Bid Bond		July 15, 1986	\$24,589.40
5. Tower Asphalt P. O. Box 15001 Lakeland, MN 55043	5% Bid Bond		July 15, 1986	\$26,405.70
6.				
7.				
8.				

Authority: Street Department Budget - \$25,000

Council Action: City Council Motion dated May 5, 1986

Engineers Estimate: Construction Estimate of \$25,000

Recommendation: Award to Low bidder Ace Blacktop in the amount of \$24,589.40

MEMO

DATE: May 29, 1986

TO: Mayor and City Council

FROM: Tom Harmening, City Planner

SUBJECT: Site Plan Review - Phase I of Westview II - I.B.I., Inc.

I.B.I., Inc. has requested that the City approve a site plan for Phase I of a proposed commercial development located directly east of the Westview Mall. The total square footage of the proposed building within Phase I is 29,400 square feet and is made up as follows:

- 22,400 square feet is a "Top Do-It Center" store. (14,000 gross retail and 8,400 square feet as inside warehousing; it is also proposed to have 12,000 square feet of outside screened storage). The character of this store is similar to a Knox or Menard's Outlet.
- 7,000 square feet of gross retail space with tenants yet to be announced.

The type of building proposed is a decorative concrete block structure very similar to the existing mall.

The Planning Commission reviewed the site plan at its meeting on May 27, 1986 and recommended approval of the site plan with conditions attached. Over 100 notices were mailed to adjacent property owners for the purpose of notifying the property owners of the Planning Commission's review of the site plan. During the Planning Commission meeting only one comment was received from the public which pertained to a landscaping matter.

Attached, for your review, is a previous memo to the Planning Commission which reviews in detail the proposed commercial development.

Items of interest on this matter include the following:

1. Parking - The developer is proposing 112 off street parking spaces. Determining the parking needs pursuant to the zoning ordinance for the proposed development was somewhat difficult due to the unique nature of the project. For example, there were uncertainties pertaining to the parking needs, if any, for the 8,400 square feet of warehouse/storage space. After considerable review by staff and discussion by the Planning Commission and based on various methods used for calculating parking needs as outlined in the ordinance and also in parking design manuals it was determined that the developer should be required to provide 10 more parking stalls for a total of a 122 off street parking spaces. The developer has agreed to meet with this requirement.

2. Signs - The developer has provided a sign proposal which is in excess of that which is permitted by the City zoning ordinance. The Planning Commission determined that sign matters should be handled separately from any site plan approvals and suggested that the developer either redesign the signs or request a variance at a later date. Therefore, no approval was given on signs.
3. Sidewalks - The Planning Commission discussed the need for a sidewalk along the west side of Westview Drive between the south frontage and 12th Street. Again, the Planning Commission felt that off-site sidewalk improvements should be handled separately from any site plan approvals and suggested that the potential need for a sidewalk be addressed as a separate matter.

Recommendation from the Planning Commission:

The Planning Commission recommended approval of Phase I of the site plan with the understanding that the issues pertaining to signs and the possible sidewalk improvements will be addressed separately. Approval of Phase I of the site plan was subject to the following conditions:

- a. That the developer provide 10 more parking spaces, or a total of 122 stalls, for Phase I of the Westview II proposal.
- b. That the 4 driveway entrances to the parking lot be widened to 28 or 30 feet. In addition, the proposed driving lanes around the building are to be widened to 28' to 30'. Any reduction in parking spaces which result from these alterations must be made up.
- c. At the time the Phase II retail space is proposed the developer should provide for a more detailed plan for the loading and unloading berths on the south side of the building with respect to location, screening, etc.
- d. The developer is to provide a dust control mechanism for the rock base area directly south of the Phase I building.
- e. The developer is to work with the City Engineer regarding the location of storm sewer structures within the proposed parking lot.
- f. The developer is to provide a fire hydrant as per City specifications directly adjacent to the proposed driveway entrance off of Westview Drive.
- g. At the time of Phase I construction the developer is to provide, at a minimum, the placement of trees (Ash, for example) spaced at a maximum of 60 feet along the entire perimeter of the subject property (along South Frontage Road, Westview Drive, and 12th Street). Also, at the time the building and parking lot for Phase II is constructed the developer is to provide an earth berming system along 12th Street for parking lot screening purposes. The developer is to recognize that the City may also consider requiring a berming system along Westview Drive at the time the Phase II proposal is initiated.

Mayor and City Council

Page 3

May 29, 1986

- h. The developer is to provide a revised site plan prior to building permit issuance which takes into consideration the aforementioned changes. Upon acceptance by the City of the revised site plan the developer is to construct Phase I and all related items as per the revised site plan.
- i. That a brief developers agreement possibly be entered into to take into consideration the items mentioned above or those which may be recognized at a later date.

ces

COPY

MEMO

Date: May 23, 1986

To: Planning Commission

From: Tom Harmening, City Planner

Re: Site Plan Review - Phase I of Westview 2 - I.B.I., Inc.

I.B.I., Inc. has requested that the City approve a site plan for Phase I of a proposed commercial development located directly east of the Westview Mall. The total square footage of the proposed building within Phase I is 29,400 square feet and is made up as follows:

-22,400 square feet is a "Top Do-It Center" Store.(14,000 gross retail and 8,400 square feet as inside warehousing; It is also proposed to have 12,000 sq. ft. of outside screened storage). The character of the store is similar to a Knox or Menards outlet.

-7,000 square feet of gross retail space with tenants yet to be announced. The type of building proposed is a decorative concrete block structure very similar to the existing mall.

A review of the proposal is as follows:

1. Location of Property: East of the Westview Mall and southwest of the intersection of the So. Frontage Road and Westview Drive.
2. Zoning of Subject Property: C-4 regional shopping center. The intent of this district is to establish a regional shopping center area in recognition of future needs for one or more large commercial areas to serve the city and surrounding areas. Uses permitted in the C-4 district are the same as those permitted in the C-3 district (the C-3 district is located within the downtown and along Vermillion Street and includes permitted uses such as retail businesses, hardware stores, etc.) It appears the proposed development meets with the intent of the C-4 district.
3. Adjacent zoning: North - C-4; South - R-3; east - R-3; west-C-4.
4. Signage: The only signage proposal provided at this time is for the "Top Do-It Center" (see page 3 of the attached site plan). In this case the signage proposed amounts to approximately 475 sq.ft. of sign area. Pursuant to city code, in a shopping center each business is permitted to have an aggregate square footage of sign space not exceeding 240 sq. ft. Obviously this limit is exceeded which would than appear to either require a redesign of the signage or a request for a variance.

5. Parking Proposal: With regard to the entire proposal this particular item will probably receive the most attention. In this case an analysis of the parking proposal for Phase I is as follows:

a. Number of Spaces Proposed - 112

b. Number of Spaces required - This question is more difficult to find an answer for in a clear cut manner due to the nature of the proposal. The city's zoning ordinance states in Section 10.08 Subdivision 3t that retail sales, service establishments, and shopping centers should have at least one parking space for each 150 square feet of retail floor space but in no case less than a 2.0 gross parking area to a 1.0 gross building floor area. The zoning ordinance also defines floor area as the "floor area of the various floors of a structure measured to the center of all partitions, except those areas primarily for non public purposes including but not limited to dead storage, building maintenance, office building management, toilets or restrooms, window showcases, dressing rooms or for building utilities."

The reason for which calculating required parking for the proposed development is slightly more difficult is based on the type of usages proposed within the development. For example, should the inside warehouse space be assumed to be dead storage or will this space generate a need for parking. The developer has been requested to provide further information regarding the usage of this space. Also, the ordinance permits certain deducts for storage and non public places. In this case, for the 7,000 sq. ft. retail space, it is unknown at this time how much of this space will be made up of non public areas.

The developer has calculated the parking needs by establishing the retail floor area as being 80% of the gross retail floor area, not including the inside warehouse space, and then calculated the parking needs based on one parking space per each 150 square feet of net retail floor space. The developer allowed himself the 20% break based on the fact that it is assumed this area will be supposedly made up of storage, offices, restrooms, and other non public places, which is allowed to be exempt by ordinance. The developer appears to have based his calculations on a standard that is noted in parking design manuals which states that a good rule of thumb is to provide 5.5 parking spaces per each 1,000 sq. ft. of gross leasable area. In this case, based on the retail space alone, using the aforementioned standard 116 parking spaces should be provided for the proposed retail area. This calculation does not address the parking needs, if any, for the inside or outside storage areas.

It would appear the zoning ordinance provides at least two methods for calculating parking requirements. These are:

First method (this takes each building space separately and calculates parking spaces based on ordinance criteria).

- "Top Do-It Center" gross retail space (14,000 sq.ft.) less 2,000 sq. ft. for exempt areas divided by one parking space for each 150 sq. ft. (per ordinance) equals 80 spaces.
- "Top Do-It Center" warehouse space (8,400 sq.ft.) less 305 sq.ft. for exempt areas divided by one parking space for each 400 sq.ft. (per ordinance) equals 20 spaces.
- "Top Do-It Center" outside storage. (12,000 sq.ft.) divided by 1 parking space for each 3,500 sq.ft. (per ordinance) equals four spaces (assuming this area is being used for sales and display areas).
- Other retail space (7,000 sq.ft.) less 770 sq. feet for exempt areas divided by one parking space for each 150 square feet (per ordinance) equals 42 spaces.

Total parking required equals 146 spaces. The parking proposed is 112 spaces which provides for a shortfall of 34 spaces based on the method just outlined.

Second method - with this method the zoning ordinance states that in no case should the gross parking area be less than a two (gross parking area) to a one (gross building area) ratio. In this case the building has a gross area of 29,400 sq.ft. The parking area for Phase I currently has a gross area of approximately 55,715 square feet. Therefore based on a two to one ratio the parking area is short by approximately 3,085 feet or approximately ~~10~~ spaces. (based on ~~180~~ sq.ft. for an actual parking space). 10

330

In summary, it appears that there are several ways in which the parking needs for a proposed development can be calculated. It would appear that based on the type of proposal being made and the somewhat unique circumstances associated with it (warehousing and outside storage) the first method for calculating parking spaces might provide for a higher parking requirement than what would actually be necessary. The second method would appear to be more in line with the parking needed for the type of development proposed. In any event it appears that the developers proposed parking is somewhat short and will have to be increased to a certain degree. The Planning Commission should discuss this matter thoroughly during its meeting.

c. Other items of interest on the parking lot proposal-

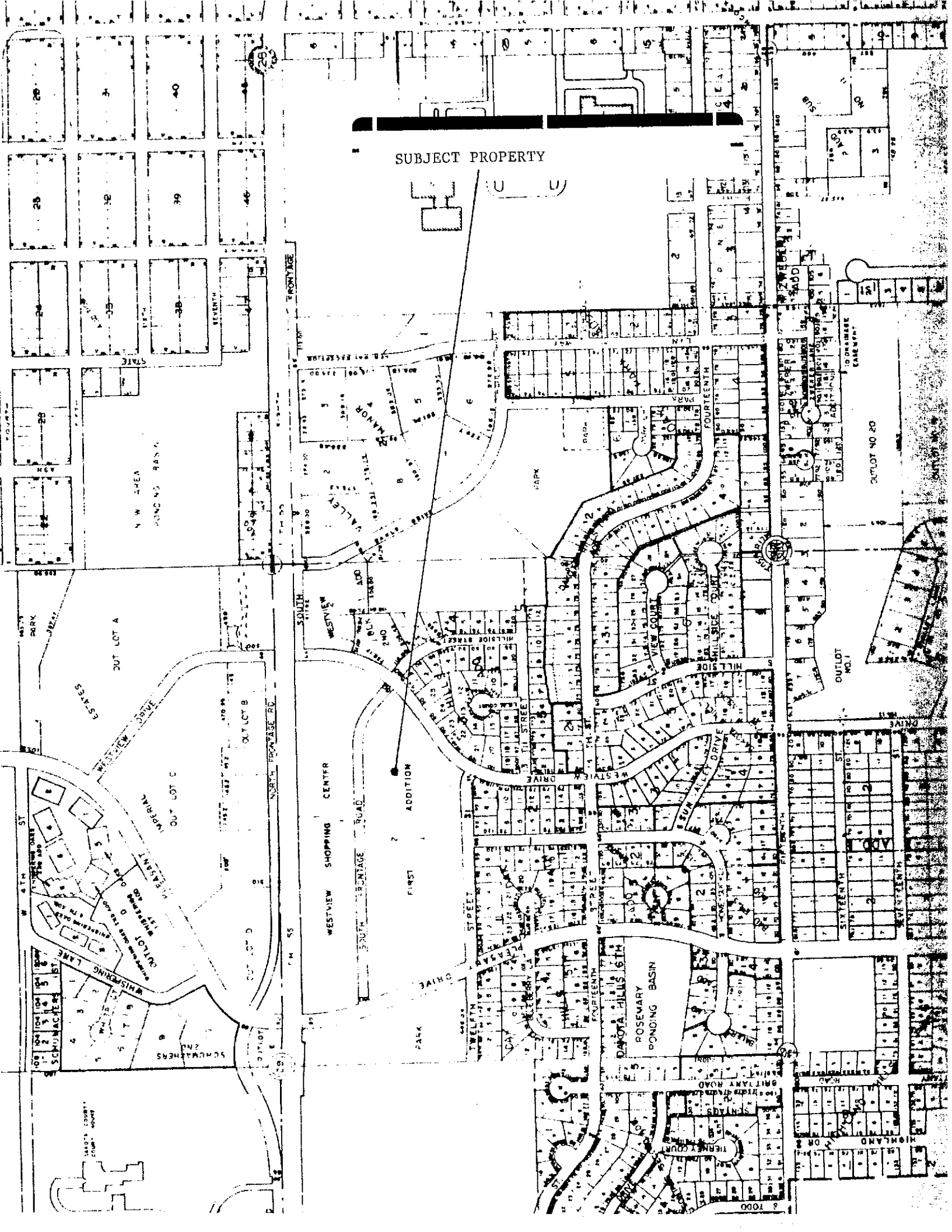
- a. entrances to the parking lot - three entrances are proposed off of the So. Frontage Road and one entrance is proposed off of Westview Drive. These entrances are proposed to have a width of 25 feet. It is suggested that the width be widened to 28 or 30 feet. Any parking loss due to the widening of these entrances should be made up. As an added point, the proposed driveway

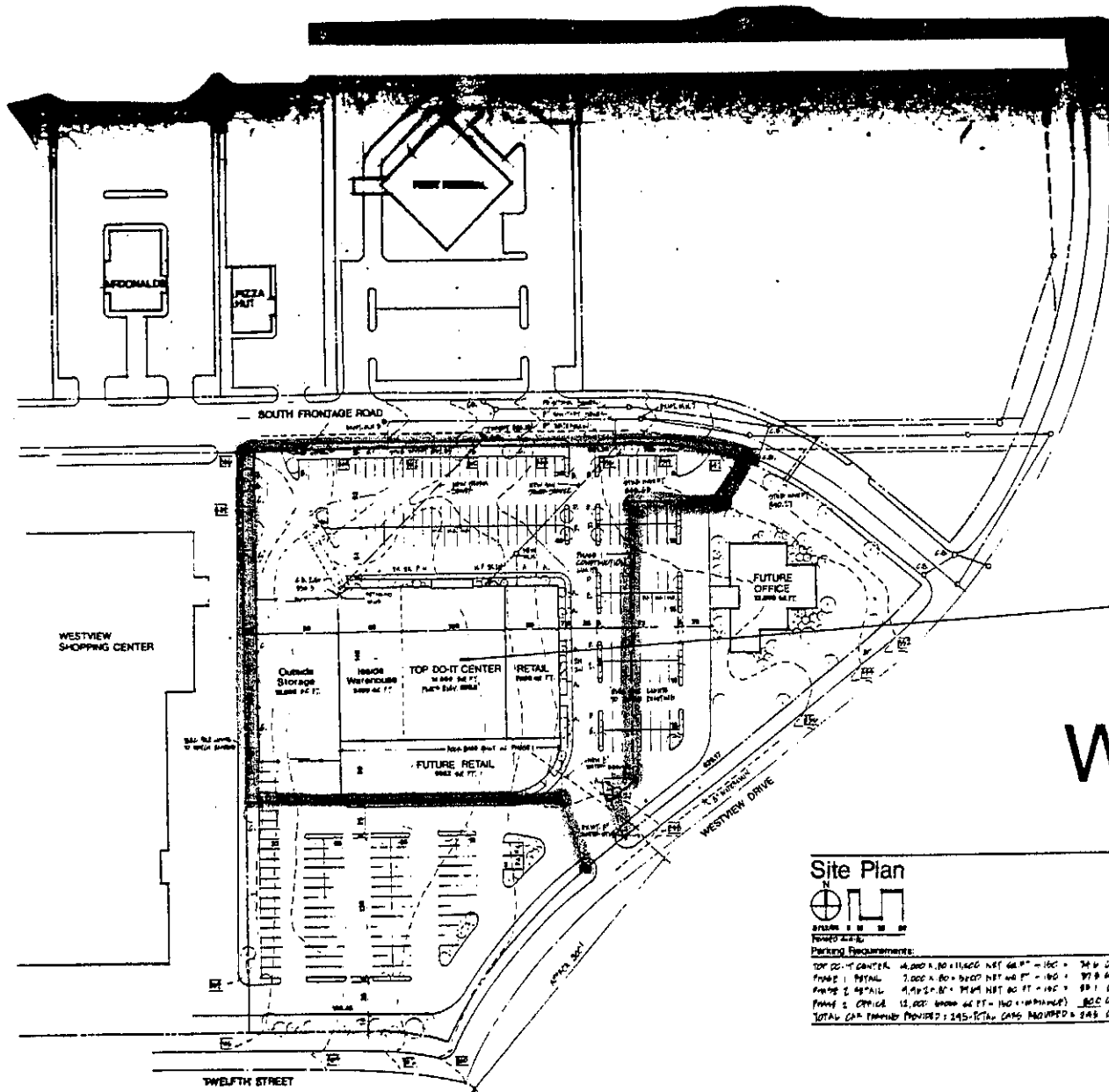
entrances off of the So. Frontage road do not closely align themselves with the entrances to the driveways into the First Federal and Pizza Hut Parking Lots. Although the situation would not appear desirable, it is felt no significant negative effects should result.

- b. loading and unloading berths - one loading and unloading berth is illustrated on the northwest corner of the building and will serve the Top Do-It Center store. The retail store will be served off of the southeast corner of the building. When the proposed Phase II retail space is constructed the developer should provide for a more detailed plan for the loading and unloading berths on the south side of the building with respect to location, screening, etc.
 - c. The driving lanes between the parking aisles and around the building is 25 feet. The developer should consider widening the driving lane around the building to 28 or 30 feet.
 - d. The area shown as future retail (Phase II) is proposed to have a rock base during Phase I. Obviously, the developer does not want to blacktop this surface if it is programmed to be built upon in the near future. If the city should decide to permit this situation, the developer should be required to provide a dust control mechanism during this gravel condition.
6. Storm Sewer : The City Engineer has suggested the location of catch basins in various locations within the parking lot. The developer should work with the engineer to refine the places for the other storm sewer structures.
 7. Hydrants: The location of hydrants generally appears acceptable except that the fire department has requested that a hydrant be placed at the driveway entrance to the parking lot off of Westview Drive. This would appear appropriate as an 8 inch main is being extended at this location from the street to the proposed building. The fire department has also requested that the developer work with the fire department on the location of the sprinkler system connections within the building.
 8. Traffic System Impact: The Planning Commission should discuss matters pertaining to traffic impacts of the development particularly for the intersection of the So. Frontage Road and Westview Drive.
 9. Landscaping: Generally appears acceptable for Phase I except that trees should be planted as a part of Phase I for screening purposes along 12th Street and Westview Drive. Also, at the time the building and parking lot for Phase II is constructed it should be required that a berming system be placed along 12th Street and also possibly along Westview Drive such that the Parking lots are screened from the adjacent residential areas.

10. Lighting: The developer illustrates 6 light poles interspersed throughout the parking lot for Phase I. The light poles which are proposed will match the existing poles in the mall.
11. Sidewalks: Currently, a sidewalk fronts the property in question along the So. Frontage Road. The Planning Commission should also discuss the need for a sidewalk along the west side of Westview Drive adjacent to the property in question.
12. Garbage Disposal: On the floor plan the developer has indicated an indoor room for waste disposal which is located on the southeast side of the building.
13. Time lines for construction: The developer hopes to begin construction of the building around the 1st of July with occupancy to take place this fall.

SUBJECT PROPERTY





Westview 2

Site Plan



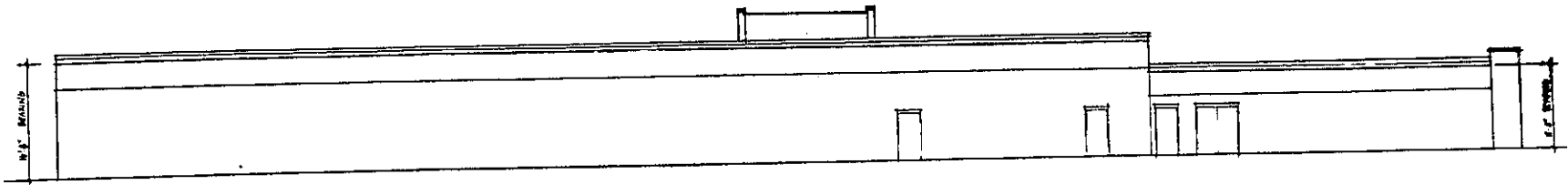
Scale: 1" = 100'

Parking Requirements:

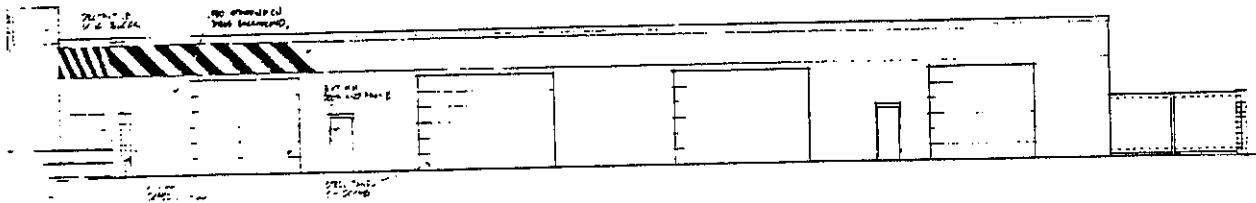
TOP DO-IT CENTER: 4,000 sq ft (1,000 sq ft) = 100 cars
 FUTURE OFFICE: 1,000 sq ft = 25 cars
 FUTURE RETAIL: 1,000 sq ft = 25 cars
 FUTURE OFFICE: 1,000 sq ft = 25 cars
 TOTAL CAR PARKING PROVIDED: 145 CARS. CARS REQUIRED: 145 CARS

Landscape Schedule

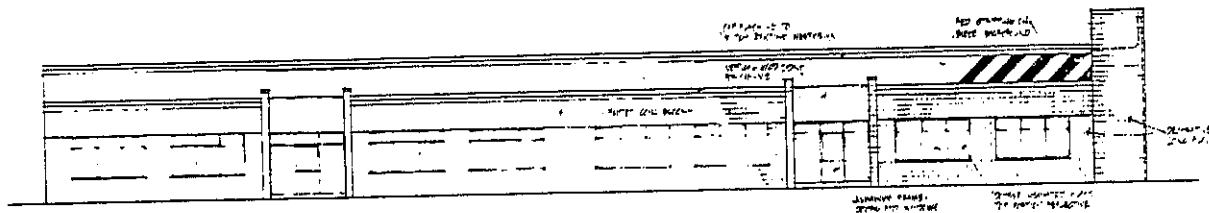
SYMBOL	QUANTITY	COMMON NAME	SIZE	APPROX.
A	10	DOGWOOD SHRUB	4" DIA.	10' HT.
B	10	DOGWOOD SHRUB	5" DIA.	10' HT.
C	10	DOGWOOD SHRUB	6" DIA.	10' HT.
D	10	DOGWOOD SHRUB	7" DIA.	10' HT.
E	10	DOGWOOD SHRUB	8" DIA.	10' HT.
F	10	DOGWOOD SHRUB	9" DIA.	10' HT.
G	10	DOGWOOD SHRUB	10" DIA.	10' HT.
H	10	DOGWOOD SHRUB	11" DIA.	10' HT.
I	10	DOGWOOD SHRUB	12" DIA.	10' HT.
J	10	DOGWOOD SHRUB	13" DIA.	10' HT.
K	10	DOGWOOD SHRUB	14" DIA.	10' HT.



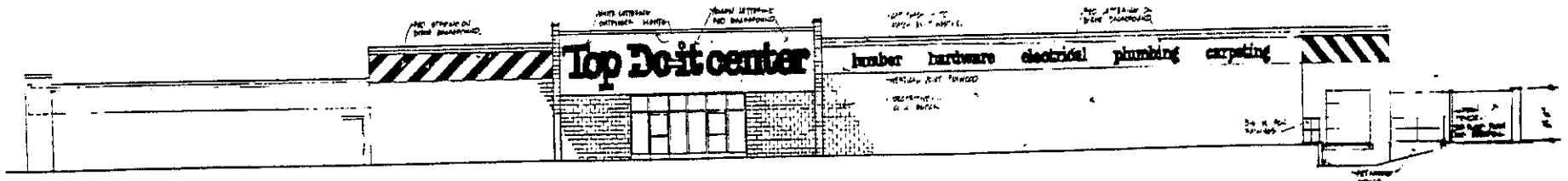
South Elevation
W. 1/2' BEARING



West Elevation



East Elevation



North Elevation
CONCRETE

LAND USE APPLICATION

CITY OF HASTINGS

Address of Property Involved 1325 So. Frontage Road

Legal Description of Property Involved Lot 1, Block 2 Westview Shopping Center 1st Addition

Applicant:
Name Brooks Swanson

Address IBI Inc.

1303 Eddy St. Hastings

Telephone 437-5708

Official Use Only
Date Rec'd <u>5/14/97</u>
Case No. <u>#666</u>
Fee Paid <u>\$100.00</u>
Rec'd by <u>T.K.</u>

Owner: (If different from Applicant)

Name: _____

Address: _____

Telephone: _____

Request:

Zone: _____

*Phase 1 Parking Required - 102
Provided - 102*

Special Use: _____

Site Plan Review X (Phase 1 only)

Subdivision: _____

Variance: _____

Other: _____

Present Zone: C-4

188, second series

Applicable Ordinance No. Section 10.24

Section: _____

Description of Request Request review and approval of Westview 2
Retail Addition.

Planning Commission

Approved Denied Date

[Signature]
Signature of Applicant

PROJECT: West View 2 - Site Plan Review Phase I

Department	Reviewed		Date	Name	Approved — Comments with
	Yes	No			
Fire	✓		5/22/86	J. Sordahl	Need additional hydrant at Westview drive entrance. Please contact me when F.D. connection to sprinkler system is designed. I would like input.
Water	✓		5/19/86	Russell Enders	APPROVED
Building	✓		5/19/86	M. Lewis	APPROVED SUBJECT TO COMPLETE CONSTRUCTION DRAWINGS.
Planning			5/23/86	T. H.	Table as per memo Approve as per memo 5/23/86
Engineering	✓		5/19/86	D. J. Minichino	additional storm water catch basins needed to catch storm water before it reaches street
Parks	✓		5/19/86	Misty McManus	N/A

MEMO

DATE: May 29, 1986

TO: Mayor and City Council

FROM: Tom Harmening, City Planner

SUBJECT: Rezoning From P-I and Ag. to R-2 and Preliminary Plat of Valley West
Second Addition - Conzemius Brothers

On May 12, 1986 and May 27, 1986 the Hastings Planning Commission conducted a public hearing on the above stated matters. Based on comments received at the hearing and other information presented the Planning Commission recommended approval of the rezoning and Preliminary Plat with a number of conditions attached (these are outlined later). The action to be taken by the Council on these matters includes the following:

- a. Rezoning- P-I and Ag to R-2. Attached for a first reading is a copy of the zoning ordinance amendment for this matter. If the Council is so inclined a public hearing/2nd reading should be scheduled for June 16, 1986.
- b. Preliminary Plat - Review for action.

Attached is a memo previously sent to the Planning Commission which provides a detailed summary of the proposal.

Summary of major issues pertaining to the proposal:

- a. Proposed tear drop island within the cul-de-sac -

This issue has received the most attention with respect to the planning action proposed. The developer is proposing to install a tear drop island within the bubble of the cul-de-sac. The developer feels very strongly about including an island within the cul-de-sac as it is felt the island will be very pleasing aesthetically and will provide for a quality development. To substantiate the developer's feelings on this matter, the developer provided photos of islands within cul-de-sacs in the City of Burnsville and also a comparative photo of a cul-de-sac within the City of Hastings. The developer also provided a letter from an engineer which discussed matters pertaining to maintenance and turning abilities within cul-de-sacs which have islands (see attached).

The City's Engineering and Street Departments have expressed concern with the proposed island and have recommended that the island be removed from the cul-de-sac. Concerns expressed by the Engineering and Street Departments pertain primarily to maintenance of the streets themselves as well as maintenance of the islands. To address, in part, the concerns of the Engineering and Street Departments regarding maintenance of the island the developer has stated that they would be willing to place covenants against the properties within the cul-de-sac which would require the future property owners to maintain the island.

The City's Fire Department has actually tested its ability to turn a pumper vehicle within a cul-de-sac as proposed. It appears the turning ability of a pumper would not be unduly restricted by having an island within the cul-de-sac. In addition, the Fire Department has conversed with the City of Burnsville (which has many of these cul-de-sacs) and have found that the islands have not presented any major problem. (See attached letter from the Fire Department).

Planning staff has also been in contact with an engineer with the City of Burnsville to question matters pertaining to maintenance problems which they may be experiencing. In Burnsville's case, the City really has no formal control or regulations over the maintenance of the islands. Basically, the City very informally leaves the matter of maintenance up to the property owners in the cul-de-sac. Apparently this informal method of control has worked well considering the fact that the City of Burnsville has over 100 cul-de-sacs with tear drop islands.

Recommendation: The Planning Commission recommended approval of the requested rezoning and preliminary plat, which included the placement of the proposed island within the cul-de-sac, because the rezoning and plat is consistent with the goals and objectives of the comprehensive plan, because they are consistent with the R-2 zoning requirements, and further that there are adequate sanitary sewer, water mains, storm sewer, and transportation facilities available to accommodate the site. The Planning Commission recommended that approval be subject to the following conditions and/or understandings being implemented:

- a. That the developer provide the City with \$1,381.20 in cash to meet the City's park requirement.
- b. That the developer provide the City with \$1,350 in cash for related interceptor sewer charges.
- c. That the proposed improvements (street, sewer, water, storm sewer) be installed pursuant to City requirements and specifications.
- d. With respect to the tear drop island within the cul-de-sac the developer is to work closely with the City Engineering Department regarding the design of the cul-de-sac. In addition, the developer will be required to place covenants against the properties within the cul-de-sac requiring the property owners to maintain the island. Also, the developer will be required to maintain the island within the cul-de-sac until all the lots are sold and the homes occupied.
- e. That a developer's agreement be formulated to implement the conditions and understandings mentioned above or those that may be recognized at a later date.

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Attachment

MEMO

COPY

Date: May 9, 1986

To: Planning Commission

From: Tom Harmening, City Planner

Re: Rezoning from P-I and Ag to R-2 and Preliminary Plat - Valley West
2nd Addition - Conzemius brothers

The applicant is requesting a rezoning from P-I (Public Institution) and Ag to R-2 and Preliminary Plat approval for a residential development encompassing approximately 4 acres and generating ten single family lots (one of the lots will accomodate an existing home. Therefore, the plat will only create nine new homes). It should be noted that the platting action proposed partially constitutes a replat of a large lot in an existing plat known as Lot 1, Block 1, Valley West 1st Addition. It should be further noted that lot 1, block 1, Valley West 1st Addition is that part of the proposed plat which is zoned P-I.

Outlined below is a review of various items of interest regarding the Valley West 2nd Addition proposal:

1. Location of Property: Located at the southwest corner of west 1st Street and Farm Street.
2. Current Zoning: Agriculture (approximately 1.87 acres) and P-I (lot 1, block 1, Valley West 1st Addition or approximately 2.13 acres). The P-I zoning appears to have been originally intended to accomodate the existing Sisters of Charity home. It is proposed that the plat in question be zoned from P-I and Ag to R-2. R-2 zones basically accomodates single and two family dwellings.
3. Proposed development density: 2.5 units per acre. Maximum allowable density for a single family development in an R-2 zone is 6.2 units per acre.
4. Comprehensive Plan Criteria: The Comprehensive Plan has identified the area in question for medium density residential purposes to be developed at an average density of 4 to 8 units per acre.
5. Adjacent Land Uses: The property to the south is zoned Ag and used as such. The property to the north is zoned P-I and is used as such(hospital). The property to the west is zoned Ag and is used as such. The property to the east is zoned R-2 and used primarily for single family or two family purposes.
6. Park land dedication requirements: Under normal circumstances the plat in question would be required to provide approximately .32 acres of land for park purposes or \$3,000 in cash in lieu of park land. This case is somewhat unusual based on the fact that \$1,618.80 was paid to the city in lieu of park land for lot 1, block 1, Valley West First Addition at the time it was originally platted. (it is now proposed to be replatted). Based on this circumstance it would appear that the developer would only be required to provide \$1,381.20 in cash to meet the city's park requirements. (\$3,000.00 less \$1,618.80). The NRRC will be reviewing this plat at its

May 13, 1986 meeting. It would appear a recommendation will be made to require \$1,381.20 cash in lieu of park land.

7. Interceptor Sewer Charges: It appears the developer will be required to provide the city \$1,350.00 for related interceptor sewer charges (9 lots times \$150.00; 1 lot was excluded from this charge as the city received \$150.00 for the existing home within the proposed plat at the time the Valley West 1st Addition Plat was approved).
8. Street layouts: Generally appears acceptable (only 1 short cul de sac is proposed for the plat) with the exception of the island which is proposed to be placed within the cul de sac. The City Engineer and Street Department have expressed concern with the proposed island due to potential maintenance problems relating to snow removal, snow storage, maintenance of the grass and/or plantings within the islands, watering of those plantings, possible maneuvering problems for emergency vehicles, etc. The Engineer at this point (see sign-off sheet) has suggested the elimination of the island. As an added point the city's subdivision requirements state that cul de sacs should have a roadway diameter of 100 feet. In this case the proposed cul de sac provides for driving lanes of 30 feet. The standard residential street is required to have a width of 36 feet.

The developer feels very strongly about having an island within the cul de sac and has cited to staff examples of other communities which permit such occurrences. At this point staff has not had an opportunity to check with the position of other cities but intends to do so.

9. Sewer/water/street improvements: The developer proposes to install the improvements in the cul de sac privately. It should be noted that the city will be undertaking a street improvement project this year for 1st Street which fronts the proposed plat. Basically, the proposed private improvements appear acceptable. The developer should provide the city with a preliminary street profile.
10. Proposed lot layouts: Appears acceptable. Lots would appear to have sufficient size to accommodate duplexes.
11. Proposed street name: The cul de sac is proposed to be called 1st Place. This naming format appears unique to the city. A suggested street name change to make it more identifiable as a cul de sac would be to change the name to 1st Place Court.

General Comments: With the exception of the questions and concerns pertaining to the proposed island in the cul de sac it would appear that the proposed preliminary plat and rezoning would be acceptable. It is felt that the proposed R-2 zone is consistent with the adjacent land use to the east and is not in conflict with the comprehensive plan. It is suggested that the developer consider providing for a gradual transition to a higher density housing as further additions are added to the south of the proposed plat.

ORDINANCE NO. , SECOND SERIES

An Ordinance of the City of Hastings, Minnesota amending Section
10.01 Subdivision 1 of the City Code to do with:

OFFICIAL ZONING MAP

BE IT ORDAINED by the City Council of the City of Hastings
as follows:

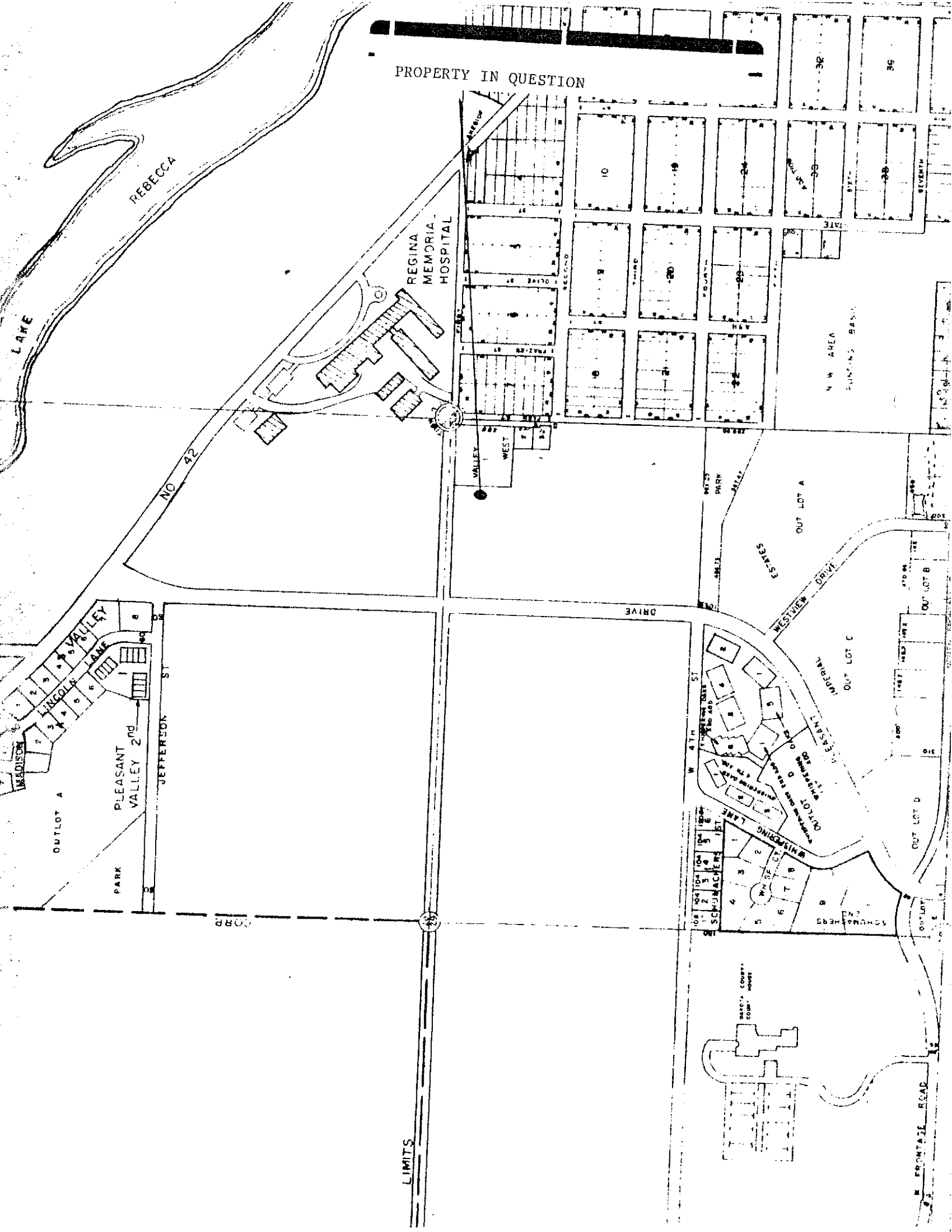
The Property described as Valley West Second Addition is
hereby rezoned from Agricultural and P-I to R-2 Medium Density
Residential.

ADOPTED BY THE COUNCIL THIS DAY OF 1986.

ATTEST:

Gary E. Brown, City Administrator/Clerk

LuAnn Stoffel, Mayor



PROPERTY IN QUESTION

LAKE REBECCA

REGINA MEMORIAL HOSPITAL

NO 42

VALLEY WEST

VALLEY EAST

SECOND

THIRD

FOURTH

FIFTH

SIXTH

SEVENTH

N.W. AREA
SUNSHINE BASIN

OUTLOT A
PARK
JEFFERSON ST
PLEASANT VALLEY 2ND
LINCOLN LANE
VALLEY

DRIVE

OUTLOT A

OUTLOT B

OUTLOT C

OUTLOT D

OUTLOT

WESTVIEW DRIVE

W 4TH ST

FRONTAGE ROAD

LIMITS

SCHUMACHERS
W 4TH ST
FRONTAGE ROAD

W 4TH ST
FRONTAGE ROAD

FRONTAGE ROAD

FRONTAGE ROAD

LAND USE APPLICATION

CITY OF HASTINGS

Address of Property Involved Valley West 2nd Addition

Legal Description of Property Involved _____

Applicant:
Name ~~CONZEMUS BROTHERS~~ CONZEMUS BROTHERS

Address 124 FARM ST
HASTINGS MN 55033

Telephone 437-6869

Official Use Only

Date Rec'd 5/7/86

Case No. #614

Fee Paid \$250 (*150 Return (*100 Petition Fee)

Rec'd by T.H.

Owner: (If different from Applicant)

Name: SISTERS OF CHARITY
TELA CONZEMUS ET AL

Address: 112 FARM ST
130 FARM ST

Telephone: _____

Request:

Zone: R-2

Special Use: _____

Site Plan Review _____

Subdivision:

Variance: _____

Other: _____

Present Zone: AG-PI

Applicable Ordinance No. _____ Section: _____

Description of Request _____

Approved Denied Date

Planning Commission

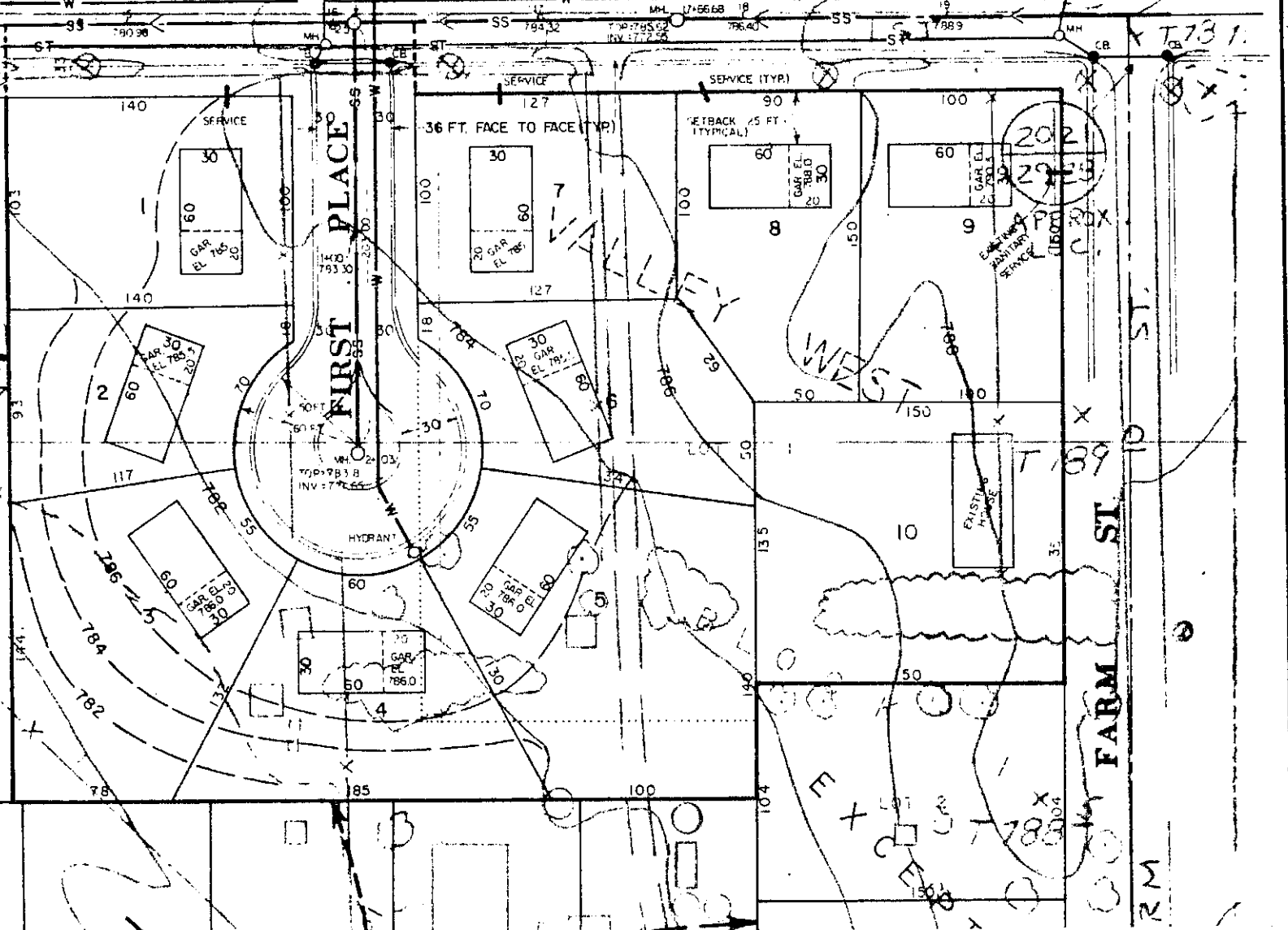
T.H.

Signature of Applicant

NOTE: 1ST ST. IMPROVEMENTS TO BE INSTALLED THIS SUMMER

EET

S
E





CCST, Inc.
21 Eldorado Road
Cannon Falls, MN 55009
(507) 263-4110

May 9, 1986

Mr. Nick Conzemius
124 Farm Street
Hastings, MN 55033

Dear Mr. Conzemius:

In accordance with your requests, we have evaluated the Valley West, 2ND Addition Preliminary Plat.

With Regard to cul-de-sacs, the following criteria are important:

- a). the length should not exceed 300' to 400', typically, to limit the length of dead end water main. The proposed cul-de-sac is approximately 250' long;
- b). maintenance should be facilitated in terms of sufficient roadway radius; for plowing in particular;
- c). emergency vehicle access, particularly fire trucks, should be accommodated by the design.

I have attached two drawings, "A" and "B", for your consideration. My many years of experience in municipal engineering lead me to prefer a solution as shown. Drawing "B" is simply a layout of the cul-de-sac. On Drawing "A", we have superimposed the wheel tracks for a semi-trailer vehicle (MNDOT Type C-59), to demonstrate the adequacy of the design.


Many cities are forced to use "front loader" type equipment to maintain cul-de-sacs due to local design standards which are, unfortunately, not sensitized to maintenance or emergency vehicle requirements. The design shown provides a solution to both concerns.

The center island is a means to improve the aesthetics for the area, eliminating the mass of asphalt typically used. While the design does require additional right of way; improved appearance, maintenance, and vehicle movements should be an acceptable compromise. In addition, lot layout is generally improved in terms of frontage at setback lines.

You will also find, attached, an estimate of the improvement costs for street, utilities and general site grading for First Place. The estimate is based upon the City's recent bids for similar work, in the area.

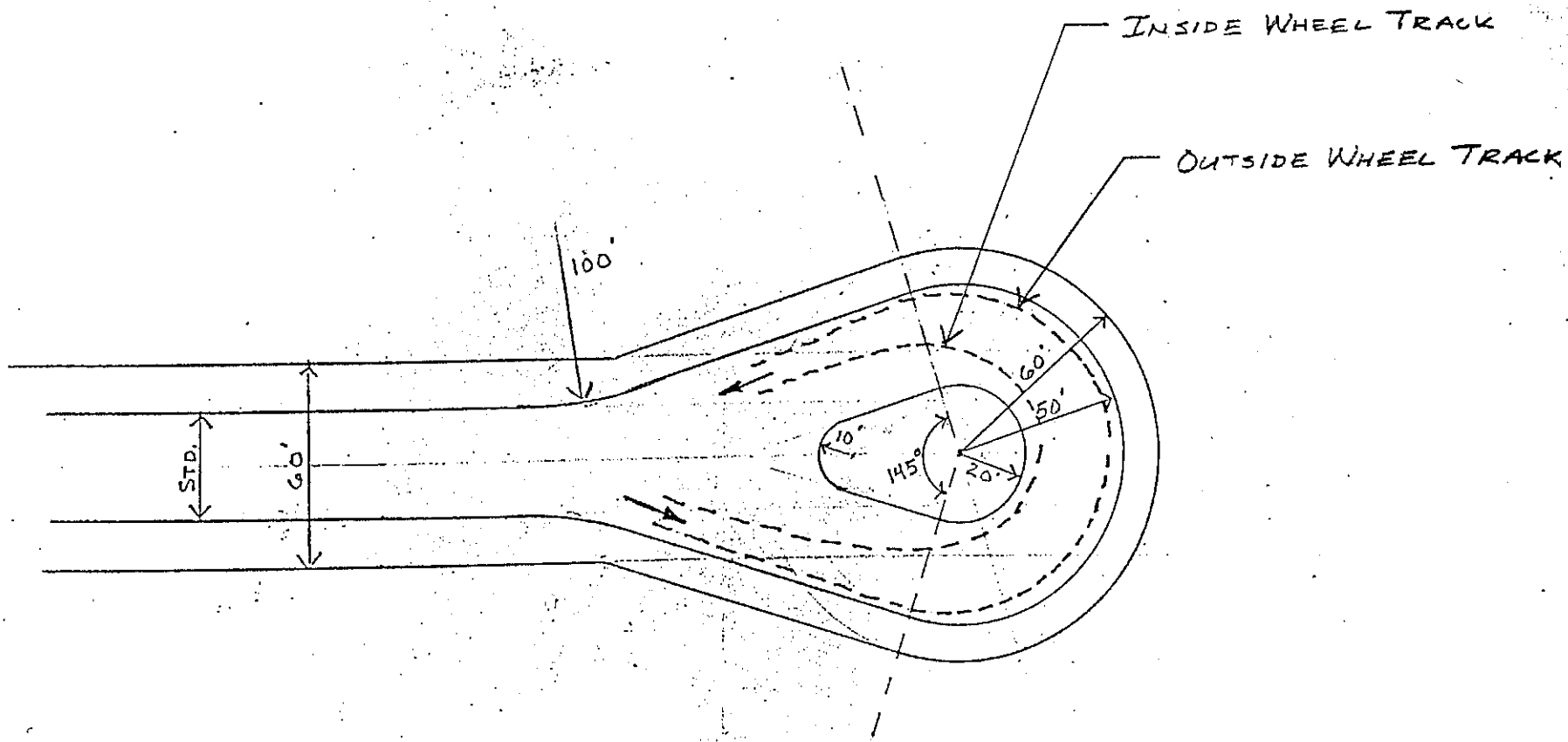
If you have any questions, please feel free to contact me.

Respectfully:
CCST, Inc.


Thomas J. McMahon, PE
President

Copy: John Dwyer

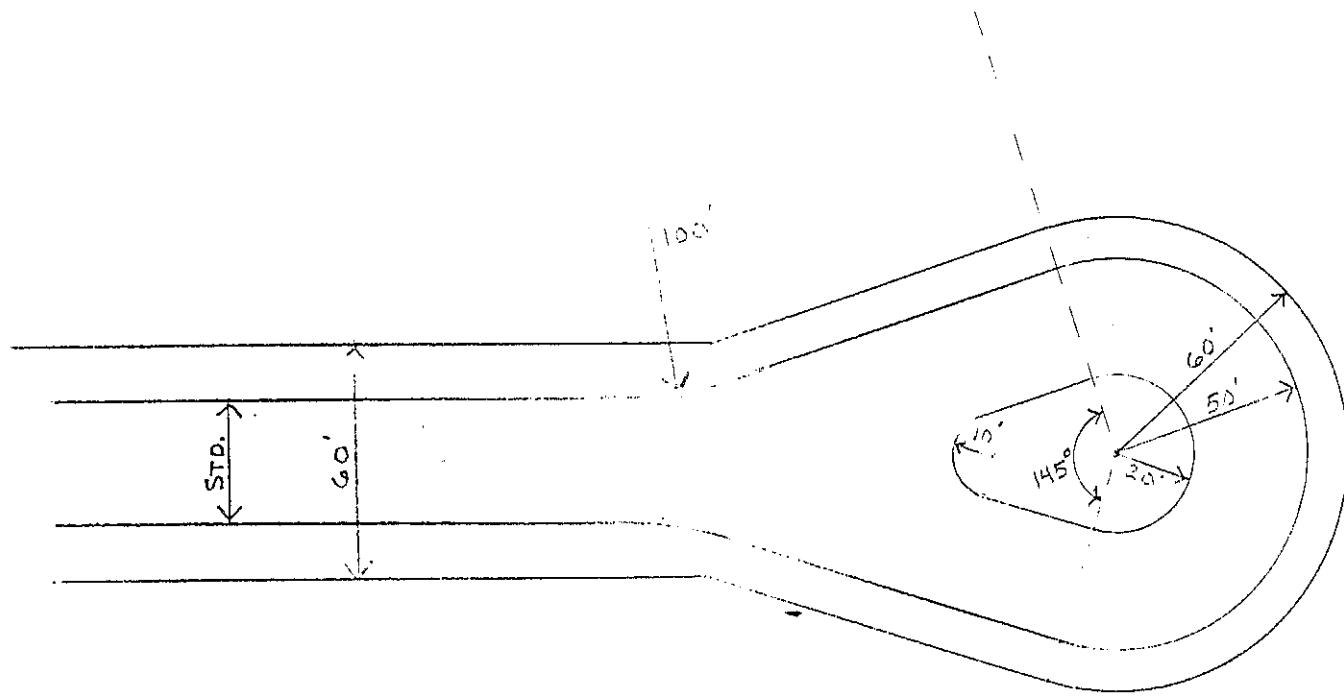
Attachments: (3)



CUL DE SAC LAYOUT FOR
EMERGENCY VEHICLES &
SNOW REMOVAL

1" = 50'

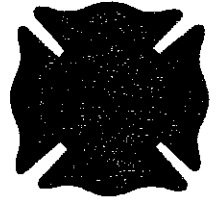
A



CUL DE SAC LAYOUT FOR
EMERGENCY VEHICLES &
SNOW REMOVAL



HASTINGS FIRE DEPARTMENT



DONALD C. LATCH, CHIEF
115 West 5th Street
Hastings, Minnesota 55033

Business Office (612) 437-5610

TO: Tom Harmening, City Planner
FROM: G. Rosendahl, Ass't. Chief/Fire Marshal
SUBJECT: Cul-de-sac design
DATE: May 22, 1986

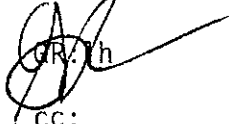
Chief Latch and I have reviewed the cul-de-sac design as proposed for the Conzemius development. We not only talked to the Chief and Assistant Chief of the Burnsville Fire Department, we conducted our own test of the design.

The Burnsville Fire Department, basically, has had no problems with the design. They have a lot of these in their area, and say they do not adversely affect their operation. There is a difference in their operation, however, compared to ours. Burnsville responds two pumpers and two ambulances to each call in these areas. In Hastings, we also respond with our ladder truck, due mainly to the equipment located on the truck that is not carried on the pumpers due to lack of space. We wouldn't be able to turn the ladder truck around with the new design, however, I must point out that we can't turn around in our existing cul-de-sacs either!

We conducted our own test, using our pumper and the cul-de-sac at 14th and Brittany. We placed cones in the locations where the center island would be. We also placed cones around the outside perimeter to indicate cars parked along the curb. We estimated a width of seven feet per car, but placed cones approximately 9½ feet out, assuming poor parking habits! With cones in place, our truck proceeded around the cul-de-sac with no problem with approximately four feet to spare.


Chief Latch and I still both have some reservations about this type of cul-de-sac, however, based on the above information, we can see no great public safety harm in the design.

Please contact us if you have any questions.


cc:
D.C. Latch

MEMO

TO: Tom Harmening

FROM: Marty McNamara 

SUBJECT: Valley West

DATE: May 14, 1986

The Natural Resources and Recreation Commission at their May 13, 1986 meeting decided unanimously to accept cash in lieu of land for park land dedication for Valley West 2nd Addition.

ces

PROJECT: Prelim Plot & Reopening

Valley West 2nd
Addition
Cannon's Brothers

Department	Reviewed		Date	Name	Comments
	Yes	No			
Fire	✓		5/9/86	J. Rosendahl	Not approved need further study
Water	✓		5/9/86	Andy by T.H.	Approved Manhole to be placed in hard surfaced area
Building	✓		5/14/86	M. Melin	approved
Planning	✓		5/9/86	T.H.	Table for NRRK Review Approved as per memo.
Engineering	✓		5/7/86	J. Klimachovich	On March Street Profile (reporting & proposed) Eliminate island in cul de sac. This is a problem for maintenance
Parks	✓		5/13/86	Mary W. Parnan	PARKS DEPARTMENT WILL NOT MAINTAIN CENTER ISLAND OF CUL DE SAC.

5/22/86
approved per memo
TH

MEMO

DATE: May 29, 1986
TO: Mayor and City Council
FROM: Tom Harmening, City Planner
SUBJECT: Preliminary Plat - Highland Hills Third Addition - Siewert Construction

On April 28, 1986 and May 27, 1986 the Hastings Planning Commission conducted a public hearing on the above stated matter. Based on comments received at the hearing and on other information presented, the Planning Commission recommended approval of the Preliminary Plat with a number of conditions attached. For a summary of the proposed development, please review the attached original memo to the Planning Commission on this matter.

Recommendations from Planning Commission:

The Planning Commission recommended that the requested Preliminary Plat be approved because it is consistent with the goals and objectives of the comprehensive plan, because it is consistent with the R-1 zoning requirements, and further that there are adequate sanitary sewer, water mains, storm sewer, and transportation facilities available to accommodate the site. It is recommended that approval of the Preliminary Plat be subject to the following conditions and/or understandings being implemented:

- a. That questions pertaining to park land dedication requirements be resolved prior to final plat approval.
- b. That the street name for Brittany Trail be changed.
- c. That utility and drainage easements be provided along all lot lines pursuant to City requirements.
- d. That any required interceptor sewer charges or buy-in charges be paid prior to the recording of the final plat.
- e. That the proposed improvements (street, sewer, water, storm sewer) be installed pursuant to City requirements and specifications.
- f. That occupancy of residential units cannot take place until all municipal improvements are installed to the City's satisfaction.
- g. All lots are to meet minimum City requirements pertaining to lot width and area.
- h. That the outlots indicated on the Preliminary Plat be dedicated to the City as utility and drainage easements and/or walkways if that is the purpose of which they are provided.
- i. That the homes within the plat are to be built at an elevation such that they can be adequately served by the sanitary sewer main.

Mayor and City Council

Page 2

May 29, 1986

- j. That the storm sewer mains be installed deeper to allow more cover over the storm sewers.
- k. That a developer's agreement be entered into to take into consideration the conditions and understandings just mentioned or those which may be recognized at a later date.

ces

3
COPY

MEMO

Date: April 25, 1986

To: Planning Commission

From: Tom Harmening, City Planner

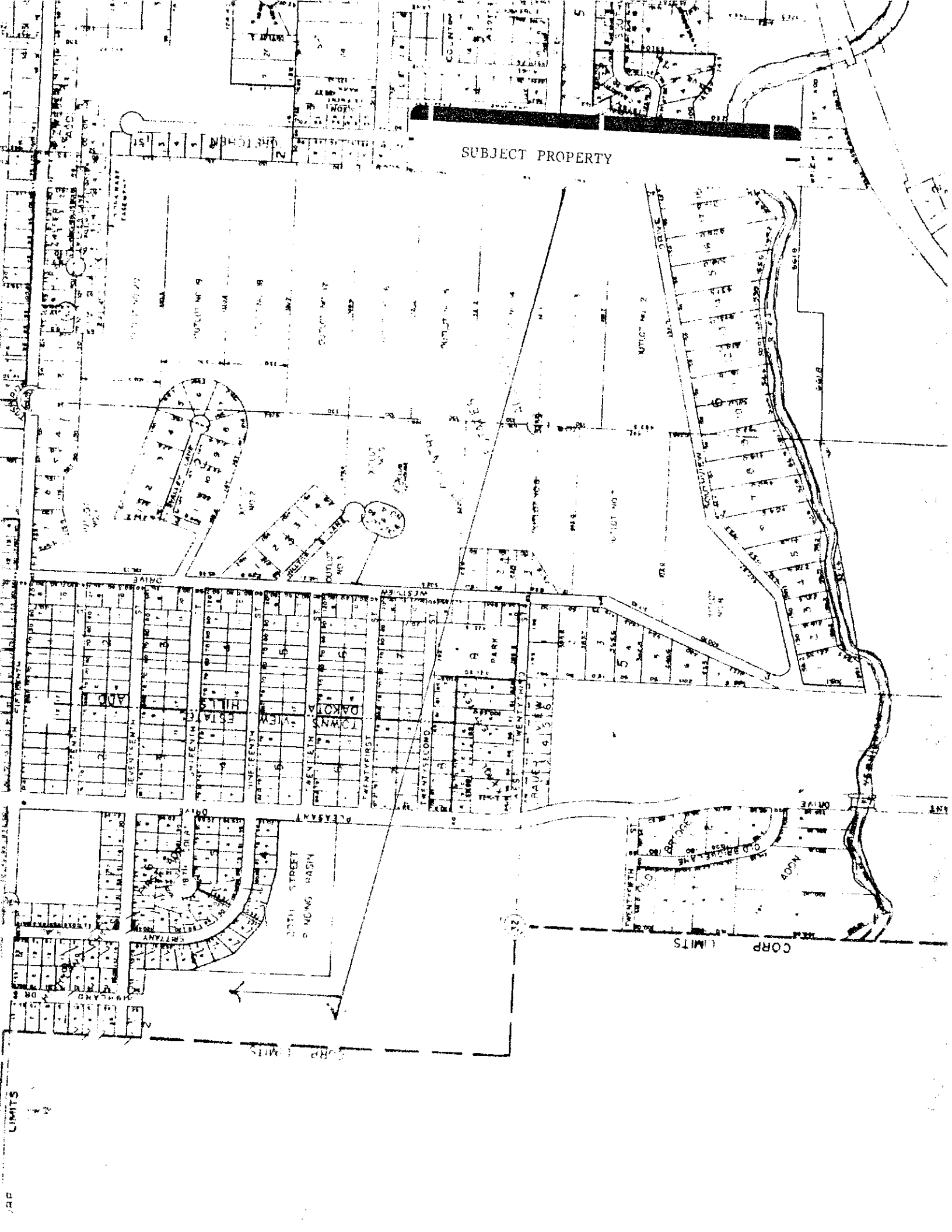
Re: Preliminary Plat- Highland Hills 3rd Addition - Siewert Construction

The applicant is requesting preliminary plat approval of a residential development encompassing approximately 11.2 acres and generating 34 single family lots. The plat is proposed to be called Highland Hills 3rd Addition.

Outlined below is a review of various items of interest regarding the Highland Hills proposal:

1. Current Zoning - R-1 single family residential.
2. Proposed Development Density - 3.03 units/acre. Maximum allowable density for an R-1 zone is 4.84 units/acre.
3. Comprehensive Plan Criteria- The Comprehensive Plan has identified the area in question for single family residential to be developed with an average density of 3 to 4 units per acre.
4. Adjacent land uses - The property to the south is zoned R-1 and contains Highland Hills Second Addition plus undeveloped open land. The property directly to the north is zoned R-1 and is a developed single family residential area and also includes the 20th Street Ponding Basin/Park. The property to the west is agricultural land and is located in Nininger Township. The property to the east is zoned R-1 and includes the 20th Street Ponding Basin/Park and single family homes.
5. Park land dedication requirements - This situation is very interesting in nature. Apparently, Siewerts owned the property where the 20th Street ponding basin now exists. It appears that when the Highland Hills 1st Addition was platted part of the ponding basin was used to satisfy park land dedication requirements for the Highland Hills 1st Addition as well as future additions. There was a clause in an agreement which was developed for this matter which stated that if the park land dedication requirements had been changed (increased) at the time subsequent additions were proposed (such as now) the developer could be required to provide the difference in the dedication requirements either in additional land or cash. In this case the park land dedication requirements are now greater than the previous requirement. Therefore, the developer may be required to provide the city with the difference either in cash or in actual park land dedication. This matter requires further investigation to insure that the proper park land dedication requirements are met.

6. Street layouts - Generally appears acceptable. A preliminary street profile should be provided to the city.
7. Sewer/water/street improvements - The applicant proposes to install the improvements privately this year or petition the city to install the improvements in 1987. As of April 23rd, 1986 the applicant has not provided to the City the necessary information pertaining to the preliminary designs for the sewer/water layouts, hydrant locations, storm sewers, street profiles, etc.
8. Proposed lot layouts - Generally appears acceptable. Drainage and utility easements should be required along side lot lines. Drainage and utility easements along the boundaries of the plat should be ten feet in width (primarily along rear lot lines). Also, the 20 foot walkway along west 21st Street could probably be deleted, unless it is needed for storm sewer purposes, as there already exists a walk way approximately 240' to the east which is located in the Highland Hills 2nd Addition Plat.
9. Proposed street names - Appears acceptable although the proposed Brittany Trail street extension should be changed as it is confusing with the existing Brittany Road.



SUBJECT PROPERTY

COUNTRY

CHATHAM

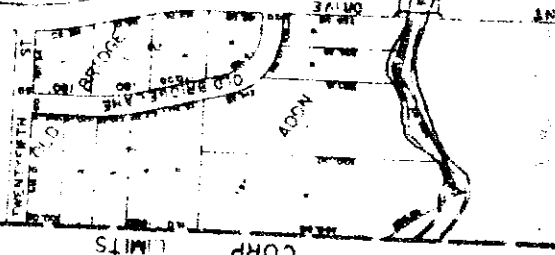
OUTLET NO. 9

OUTLET NO. 12

OUTLET NO. 5

OUTLET NO. 4

OUTLET NO. 2



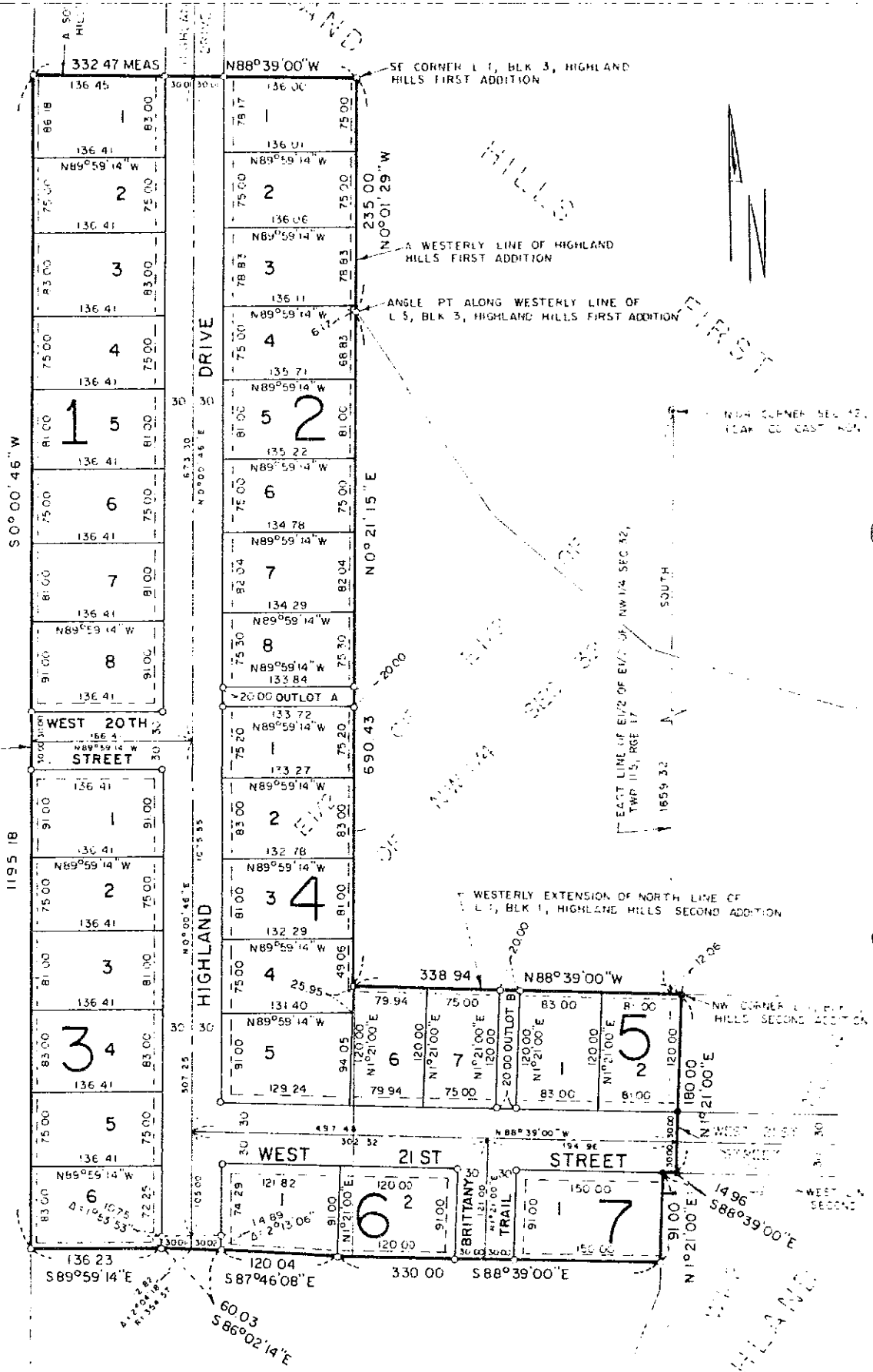
CORP. LIMITS

CORP. LIMITS

CORP. LIMITS

337

WEST LINE OF E 1/2 OF NW 1/4 SEC 32, TWP 115, RGE 17



SE CORNER L 1, BLK 3, HIGHLAND HILLS FIRST ADDITION

A WESTERLY LINE OF HIGHLAND HILLS FIRST ADDITION

ANGLE PT ALONG WESTERLY LINE OF L 3, BLK 3, HIGHLAND HILLS FIRST ADDITION

NW CORNER SEC 42, TWP 115, RGE 17

WESTERLY EXTENSION OF NORTH LINE OF L 1, BLK 1, HIGHLAND HILLS SECOND ADDITION

NW CORNER L 1, BLK 1, HIGHLAND HILLS SECOND ADDITION

WEST 1/2 SEC 32

PROJECT:

Highland Hills and Albert ...

Department	Reviewed		Date	Name	Comments
	Yes	No			
Fire	✓		5/27/86	<i>Wesendall</i>	<i>approved</i>
Water	✓		5/27/86	JIM HEUSER	APPROVED
Building	✓			<i>Mahic</i>	APPROVED
Planning	✓		5/27/86	<i>J.H.</i>	<i>Approved as per memo & other state conditions</i>
Engineering	✓		5/27/86	JJ Kleinschmidt	1. Before houses are built, house basement floors shall be constructed to an elevation to allow access to san. sewer main 2. Storm sewer mains shall be deepened to allow more cover over storm sewer
Parks	✓		5/27/86	<i>W.H.</i>	<i>Final Decision will be made by 1/28/87</i>

MEMO

DATE: May 29, 1986

TO: Mayor and Council

FROM: Tom Harmening, City Planner

RE: Subdivision - 5 Acre Parcel along the Vermillion River South of East Fourth Street - Ron Shandley

As the City Council is aware Mr. Shandley requested that the City approve the splitting off of approximately five acres at the above stated location such that he may build one single family home. The property in question is zoned agricultural which permits single family homes at a density of one unit per five acres of land. The proposed subdivision was reviewed by the Planning Commission at a previous meeting. Action on the subdivision was tabled due to the need for a variance to the City's Flood Plain Ordinance regarding the depth of water over access roads. Mr. Shandley made application for a variance and subsequently received approval of the variance by the City Council at its May 19, 1986 meeting. Approval of the variance was made with several conditions.

As was stated in previous memos the primary problem with approving the subdivision dealt with accessibility to the property. As the situation has now been addressed it would appear that approval of the subdivision can now be made.

Recommendation - The Planning Commission recommended that approval of the five acre subdivision be made subject to the following conditions:

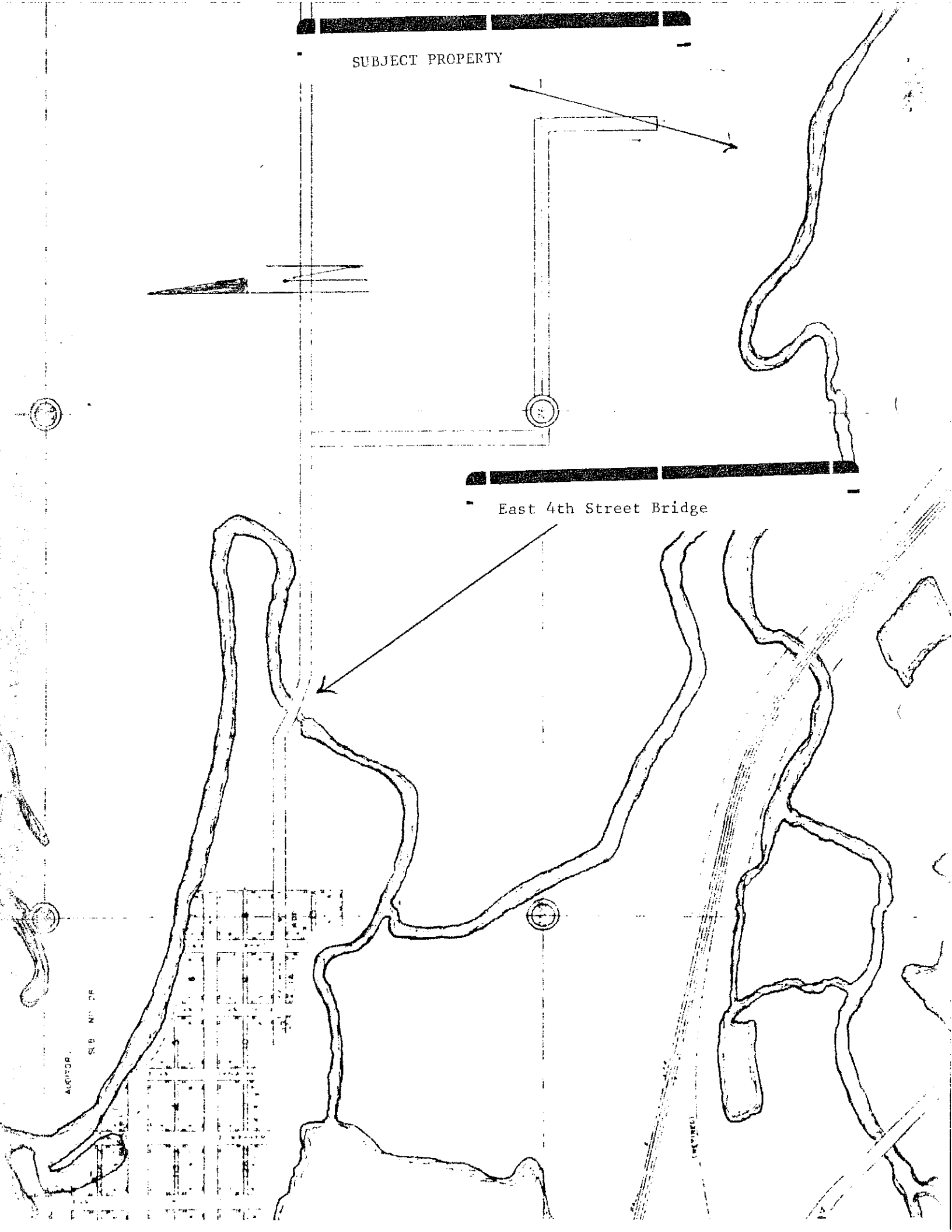
- A. That construction of the single family home on the five acre parcel be in conformance with the City's Flood Plain Ordinance regarding, for example, the elevation of the structure, etc.
- B. That the private sanitary sewer and water systems conform to applicable local and state statutes regarding said systems.
- C. That a flood warning and evacuation plan be prepared for the subject property and adopted by the city.
- D. That the applicant improve and maintain the easement access, at or before the time of occupancy of the single family home, in a condition which is accessible to conventional automobiles.
- E. That the applicant enter into an agreement with the City of Hastings pursuant to the requirements ordered by the City Council on May 19, 1986.

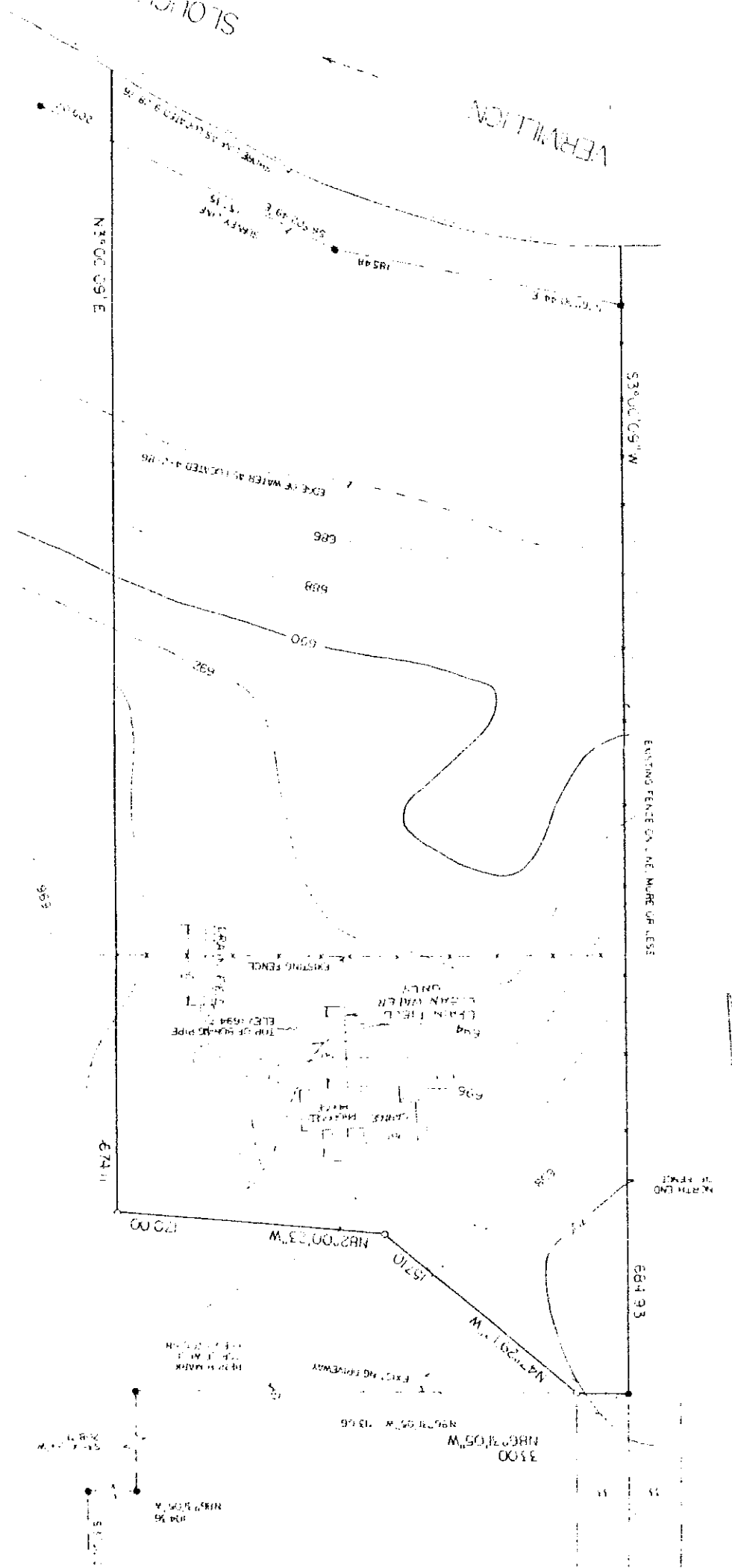
ces

SUBJECT PROPERTY

East 4th Street Bridge

AUGUST 1917
SUB NO. 116





MEMO

TO: Mayor and City Council

FROM: Tom Harmening, City Planner

DATE: May 28, 1986

SUBJECT: 86-3 Variance Request - Kirk & Cheryl Johnson, 126 W. 18th Street

The Johnsons are requesting a 1.5 foot interior side setback variance to Section 10.23 of the Zoning Ordinance such that an 11' x 14' kitchen addition may be made to an existing 25' x 36' single family home located at the above stated address.

A summary of the request and related items are outlined below:

1. Current zoning: R-2
2. Existing Conditions - The applicant has a lot 50' x 140' in size. Currently, the home is situated on the lot such that all necessary setbacks appear to be met with the exception of the interior side setback on the east side of the lot. In this case the applicant indicates that the home is located within 5.5 feet of the side lot line which does not conform with the required seven foot setback (see attached site plan). The location of the interior side lot line in question was of concern to the Planning Commission as it was determined at the Planning Commission meeting that the applicant based the location of the side lot line on an existing hedge and/or fence and utility pole. When questioned on the accuracy of the lot line the applicant strongly maintained that his interpretation of the lot line was accurate and correct. Normally, on matters such as this, the property owner is required to provide clear evidence of the property line.
3. Proposed Conditions - The applicant is proposing to construct a 11' x 14' addition for kitchen purposes along the same wall line as the side of the house which does not conform to the setback requirements. Therefore the addition is proposed to have a setback of 5.5' also.
4. Setback requirements and other related matters - The setback requirements are - front 25 feet; rear - 35 feet; interior side setback - 7 feet except that the setback may be four feet on the side where there is an attached garage.

The structure in question is considered to be a non-conforming structure as it does not comply with the City's interior sideyard setback requirement of seven feet. Section 10.06, Subdivision 4a states that "no such non-conforming structure may be enlarged or altered in any way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its non conformity". It is felt that an addition to the home at the same setback as the existing home will increase the structures non conformity.

5. Arguments presented by the applicant - The applicants were given the listing of the criteria which should be met to permit the granting of variances. In response to these criteria the applicants have provided a written discussion (see attached) to address these criteria. In this case the applicant indicates, among other things, that by being required to meet the seven foot setback

the addition to the home would be pointless as it would not match up with the existing kitchen in a fashion which would make it usable. The applicants have also indicated that they have conferred with their next door neighbor on this matter and apparently found that the neighbor was not in opposition to the addition as proposed.

6. Requirements for the granting of variances - The Citys code states that variances should only be granted if the applicant can demonstrate that:
- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
 - B. Literal interpretation of the City Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the zoning ordinance.
 - C. That the special conditions and circumstances do not result from the actions of the applicant.
 - D. That granting the variance requested will not confer on the applicant any special privilege that is denied by the zoning ordinance to other lands, structures, or buildings in the same district. No nonconforming use of neighboring lands, structures, or building in the same district, and no permitted or nonconforming uses of land, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

Recommendation:

As was indicated earlier in this memo, members of the Planning Commission expressed concern with respect to the location of the side property line in question. The applicant strongly maintained at the Planning Commission meeting that the location of the property line as indicated on the site plan was correct and accurate.

A motion was made and seconded by members of the Planning Commission to approve the 1.5 foot variance. The motion did not pass based on a vote of 4 Naves and 3 Ayes. No other motions were made.

LAND USE APPLICATION

CITY OF HASTINGS

Address of Property Involved 126 W 18th

ADDITION SUBDIVISION NO 10

Legal Description of Property Involved E 53 FT OF W 18th FT OF S 120 FT OF

Applicant:
Name Mark & Cheryl Johnson

Address 126 W 18th

HASTINGS MO

Telephone 417-8962

Official Use Only
Date Rec'd <u>5/20/97</u>
Case No. _____
Fee Paid <u>\$30.00</u>
Rec'd by <u>T.A.</u>

Owner: (If different from Applicant)
Name: SAME AS ABOVE

Address: _____

Telephone: _____

Request:
Zone: _____

Special Use: _____

Site Plan Review _____

Subdivision: _____

Variance: _____

Other: _____

Present Zone: _____

Applicable Ordinance No. _____ Section: _____

Description of Request Home Addition Kitchen & Area

In the planning zone.

We are requesting a variance to put an

agitation in the kitchen as there is also

(over)

	Approved	Denied	Date
Planning Commission			

Cheryl Johnson
Signature of Applicant
Cheryl Johnson

SUBJECT PROPERTY



R-2
NEIGHBORHOOD

ACQUITTOR
SUB NO 9

6TH AVE
LEWIS
ADN

PAV ROAD
STORER

STORER
STORER
STORER

SPROCK
SELYON

RES WOOD

2210
2220
2230
2240
2250
2260
2270
2280
2290
2300
2310
2320
2330
2340
2350
2360
2370
2380
2390
2400

SOUTHVIEW
COURT

house in the area and kitchen has become
smaller and a lot of storage space
with a space for hanging clothes.

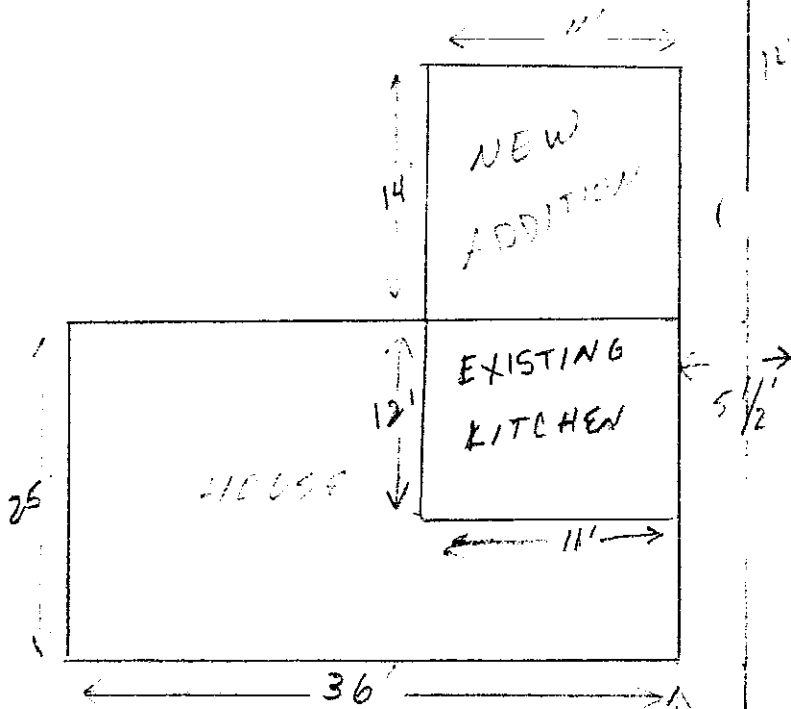
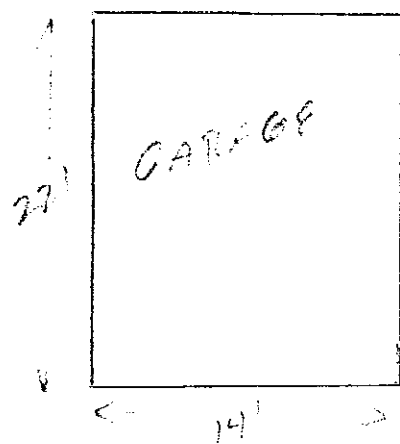
The kitchen kitchen is also a lot of
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will be in the kitchen side of the house. It
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of the house and the kitchen is a lot

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is a lot of kitchen of the house at the
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house at the East side of the house.

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of the house at the East side of the
house. It is a lot of kitchen of the
house at the East side of the house.

50'

THE JAMES W. JONES
126 W. 100th St.
4th Floor, Room 5500



153815 ST 81

CITY OF HASTINGS

100 SIBLEY STREET, HASTINGS, MINNESOTA 55033-0097

Phone (612) 437-4127



Hastings on the Mississippi

Date: May 22, 1986

To: Adjacent Property Owners

From: Thomas K. Harmening, Planning Director

Re: Variance Request - Kirk and Cheryl Johnson, 126 W. 18th St.

Notice is hereby given that the Hastings Planning Commission will meet on May 27, 1986 at 7:30 p.m. in the Council Chambers of the Hastings City Hall for purposes of reviewing the following:

A request which has been made by Kirk & Cheryl Johnson for a interior side setback variance of 1½ feet to allow the construction of an addition to the Johnsons single family home located at 126 W. 18th St.

All persons are welcome to attend this meeting.

5-27-86

We have no objections for a variance to allow the Johnson's to construct an addition

b/ Duane A. Smith
Star Realty
C O M A G Partnership

B6-3

PROJECT: Variance Request Kirk Johnson 126 W 18th St.

Department	Reviewed		Date	Name	Comments
	Yes	No			
Fire	✓		5/22/86	<i>[Signature]</i>	approved
Water	✓		5-27-86	JIM HEJSSER	APPROVED
Building	✓		5/22/86	<i>[Signature]</i>	APPROVED PER BUILDING CODES.
Planning	✓		5/23/86	T.H.	Should not be approved unless variance criteria can be met
Engineering					
Parks	✓		5/20/86		APPROVED

MEMO

TO: Mayor and City Council

FROM: Tom Harmening, City Planner

DATE: May 29, 1986

SUBJECT: 1st Reading - Zoning Ordinance Amendment - Site Plan Review Procedure

As the City Council may recall, in February of 1986 Councilmember Nesbitt introduced an amendment to the zoning ordinance which proposed several modifications and additions to the site plan review procedure then in effect. The proposed ordinance passed through its 1st reading but was tabled during the 2nd reading and referred to the Planning Committee for further study. Since that time the Planning Committee has met several times to review the proposed ordinance and possible modifications thereto. The meetings held by the Planning Committee provided for substantial input by various persons within the building trades.

The Planning Committee, with the help of the City Attorney, has prepared and approved a final version of the original ordinance proposed by Councilmember Nesbitt (please see attached ordinance). Essentially, the proposed changes are not significant in nature and will be explained to the City Council at its meeting.

Recommendation from Planning Committee—as was stated previously, the Planning Committee has recommended that the attached ordinance amendment pass through its 1st reading at the up coming City Council meeting and that the City Council set a Public Hearing and 2nd reading on this matter for June 16, 1986. In addition, staff also recommends, pursuant to city code and state statutes, that the proposed ordinance also be referred to the Planning Commission for comment.

cl

ORDINANCE NO. _____, SECOND SERIES

AN ORDINANCE OF THE CITY OF HASTINGS AMENDING SECTION 10.24, SUBD. 3 RELATING TO SITE AND BUILDING PLAN APPROVAL AND ADDING SUBD. 5 RELATING TO DEVELOPER'S AGREEMENT

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

A. Section 10.24, Subd. 3 of the Hastings City Code shall be amended to read as follows:

Subd. 3. The Zoning Administrator shall review all site and building plans for the purpose of determining their compliance with all zoning ordinances. The Zoning Administrator shall forward all plans to the Planning Commission for its review and recommendation to the City Council. After receiving the Planning Commission's recommendation, the City Council shall approve or reject the site and building plans. If the Council approves the plans and unless the Council states otherwise, all documents submitted and information contained therein shall constitute a condition of approval by the Council which must be complied with by the applicant. Any proposed variation from the approved plans must receive prior approval from the Zoning Administrator or, where applicable, the City Engineer. No occupancy permit shall be issued until all conditions of approval imposed by the Council have been satisfied by the applicant, except as provided by Subd. 4.

B. Section 10.24 of the Hastings City Code shall be amended by adding the following Subd. 5:

Subd. 5. Upon Council approval as provided in Subd. 3 of the site and building plans, the Council shall determine if a developer's agreement shall be required. Any developer's agreement required by this subdivision shall contain all conditions of approval imposed by the Council, shall be signed by the City and all parties having an interest in the subject property and shall be recorded by the City with the Dakota County Recorder's Office. All conditions imposed by the City Council shall run with the land and bind all successors in interest in the property.

VIOLATION A MISDEMEANOR. Every person violates a Section, Subdivision, Paragraph or Provision of this Chapter when they perform an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor, except as otherwise stated in specific provisions hereof.

Adopted by the City Council of the City of Hastings this _____ day of _____, 1986.

This Ordinance shall be effective upon passage and seven days after publication.

By LuAnn Stoffel, Mayor

ATTEST:

Gary E. Brown, City Administrator/Clerk

DIVISION OF STATE FIRE MARSHAL
MARKET HOUSE
289 EAST 5TH STREET
ST. PAUL, MINNESOTA 55101
TELEPHONE: (612) 296-7641



**STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY**

May 12, 1986

Chief Donald C. Latch
Hastings Fire Department
115 West Fifth Street
Hastings, MN 55033

RE: Contracting Cities for Hotel/Motel Inspections

Dear Chief Latch:

The time for renewal of the contract for your city to provide a portion of inspection duties is rapidly approaching. Enclosed is the contract for you to have signed by all of the appropriate persons and returned to us as soon as possible.

The terms of the contract requires the State to tri-annually review the contractor's program to determine its continued compliance with the agreement. Tri-annual review criteria includes code interpretation, enforcement procedures, inspection results and frequency, record completeness and staff training. In the near future the State inspector in your area will be contacting you, at which time he will review your program and make at least two site visits of hotels/motels in your area to determine that code enforcement is consistent throughout the State.

Due to budget constraints, the 40-hour refresher course cannot at this time be offered under the same reimbursement conditions provided in the past. We are, however, looking into putting on some classes sometime after July 1, 1986, if there is sufficient interest out there and if people are willing to pay their own expenses. In other words, we would provide the training, but the students (or their appropriate municipality) would be responsible for their own travel, meal and/or lodging expenses. There would be no registration fee and we would cover the expense of hand-outs.



Chief Donald C. Latch
May 12, 1986
Page Two

We are also looking into providing a basic code course. Please let us know of any interest you may have by returning the attached questionnaire by no later than June 6, 1986.

Thank you for your continued support.

Sincerely,

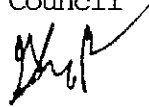


Wes Werner
State Fire Marshal

WW/vmm

enclosures

MEMO

TO: Mayor and City Council
FROM: Gary E. Brown 
SUBJECT: Local 320 Fire Contract Negotiations
DATE: May 29, 1986

I have been informed by representatives of the Union that they are willing to accept the City's final offer and the City Council is hereby requested to authorize the Mayor and Clerk to enter into an agreement which authorize the increase in wages of the 6 Union members in the Fire Department by 3% on January 1 and 1% on July 1, 1986, increases their holiday pay from 92 hours to 103 hours, increases severance pay from 50% of 120 days to 50% of 130 days sick leave, and amends the contract to pay for training time (previously agreed to at the time that amendments were made for fair labor standards act).

ces

LABOR AGREEMENT

BETWEEN

CITY OF HASTINGS

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT

EMPLOYEES UNION LOCAL #320

Effective January 1, 1986 through December 31, 1986

Pages Changed

8, 10, 11, & 12

I N D E X

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LABOR AGREEMENT

BETWEEN

CITY OF HASTINGS

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT

EMPLOYEES UNION LOCAL NO. 320

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 1984 between the City of Hastings, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality fire service and protection to the residents of Hastings. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179.31, Subdivision 3, for all fire personnel in the following job classifications:

Firefighters

- 2.2 In the event the Employer and the union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320.
- 3.2 EMPLOYEE: A member of the City of Hastings Fire Department.
- 3.3 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320.
- 3.4 DEPARTMENT: The City of Hastings Fire Department.
- 3.5 EMPLOYER: The City of Hastings.
- 3.6 CHIEF: The Chief of the City of Hastings Fire Department.
- 3.7 UNION OFFICER: Officer elected by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320.
- 3.8 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensations or the rights, privileges or obligations of employment.

ARTICLE IV. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.
- 4.2 Any employee who engages in a strike may have his (her) appointment or employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee. An employee who is absent from any portion of his work assignment without permission, or who abstains wholly or in part from the full performance of his duties without permission from his Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates. An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as he (she) may have theretofore been entitled. No employee shall be entitled to any daily pay,

wages or per diem for the days on which he (she) engaged in a strike.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE VI. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues, or a "fair share" deduction, as provided in Minnesota State Statute 179.65, subdivision 2, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

- 7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employees duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:
- Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

7.5. Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in

writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

7.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 or Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

ARTICLE VIII. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Hastings. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX. SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continual employment with the Fire Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his layoff before any new employee is hired.
- 9.4 Vacation periods shall be selected on the basis of seniority until March 15th of each calendar year.

ARTICLE X. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion; or
 - e) Discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be

- read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievance relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article VII.

ARTICLE XI. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XII. HOURS OF EMPLOYMENT

The regular work week shall consist of an average of fifty-three (53) hours in one week.

An employee who is not required to remain on the employers premises and is free to engage in his or her own pursuits, subject only to the understanding that the employee leave word at his or her home or with the employer where he or she can be reached by the employer, he or she is not working while "on call". When an employee is called out on a job assignment, only the time actually spent on making the call may be counted as hours worked.

ARTICLE XIII. LEGAL PROTECTION

All employees shall be given legal protection as provided for under Minnesota Statutes.

ARTICLE XIV. OVERTIME

Employees required to work at times other than their scheduled hours of employment will be paid at one and one-half (1-1/2) times their regular hourly rate. If an employee is assigned to man the fire station at any time, such pay shall be at the regular overtime rate. A minimum of one and one half hours will be paid for ambulance calls.

ARTICLE XV. HOLIDAYS

~~All employees shall be paid for one hundred and three (103) hours holiday pay, paid in cash, on December 15th of the year, regardless of the number of holidays actually worked. Holiday pay will be based on their individual hourly rate. Employees hired after January 1 of any calendar year shall earn holiday credit based on a pro rated schedule of 1/12th of the total number of holidays granted in the paragraph above for each month or major fraction thereof worked.~~

ARTICLE XVI. EDUCATIONAL INSTRUCTIONAL TIME

Mandatory instructional/educational time shall be paid at the overtime rate.

ARTICLE XVII. VACATION

17.1 Vacation shall be accumulated on the following twelve (12) hour day basis:

<u>Years of Service</u>	<u>Days of Vacation</u>
1	5
2 to 5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20

17.2 All vacation pay shall be accrued, and in the event an employee's employment is terminated for any reason, the employee shall receive, upon his/her termination the vacation pay which he/she has coming to him/her at that time on a pro-rata basis. No more than four (4) consecutive weeks vacation can be taken at one time.

17.3 In computing vacation pay, length of service shall be based upon the anniversary date of the day an employee commences employment.

17.4 All employees are to be paid their vacation pay prior to their leaving for their vacation.

ARTICLE XVIII. SICK LEAVE AND OTHER LEAVES OF ABSENCE

18.1 Sick Leave: All employees of the City shall be entitled to accumulate one day (12 hours) of sick leave for each month of employment. Sick leave will be granted for actual sickness, temporary physical disability and quarantine. The City may require a doctor's certificate on sick leave claims of three days or more.

18.2 Personal Leave: All employees of the City shall be entitled to five (5) days personal leave per year which shall not accumulate. Personal leave for purpose of this paragraph includes and is limited to: Death in the immediate family, death of spouse, parent, brother, sister, child, grandparent, and spouse's parent, brother, sister, child or grandparent; and critical illness of the immediate family.

- 18.3 Jury Duty: Employees subpoenaed as witnesses or called and selected for their employment less the amount received by them as jurors or witness fees.
- 18.4 Union Leave: The City agrees to grant the necessary time off without pay to any employee designated to attend a labor convention or to serve in any capacity on other official union business.

ARTICLE XIX. SEVERANCE PAY

If an employee retires at age 65, or as otherwise provided by law, or is forced to retire due to physical condition not allowing him to continue gainful employment, or voluntarily terminates employment with the City after due notice, with the consent of the City, but not if discharged or resigns by the request of the City, all and in each case after ten (10) years of service, they will receive fifty percent (50%) of unused sick leave, based on their current hourly rate, as severance pay, of the first one hundred thirty (130) days of accumulated sick leave.

ARTICLE XX. INSURANCE

All regular employees will continue to be covered under the hospital-medical surgical insurance plan adopted by the City; full cost of employee coverage to be paid for by the City. Effective January 1, 1984 the dependent hospital and medical surgical coverage is \$199.90 per month, the employee will pay \$20 per month of this amount, the employer shall pay the balance. In the event of a premium increase, such increase shall be paid as follows:

1. The first \$20 shall be paid by the employer.
2. Any additional increase in excess of \$20 shall be split 75% paid by employer, 25% paid by employee.

All regular employees will also receive a \$15,000 Life Insurance Policy effective upon date of agreement of this contract with the full cost of the premiums to be paid for by the City. Also, the City will provide a long-term disability insurance policy with no cost to the employee, as follows:

Eligibility: Each active, full-time employee who works a minimum of thirty (30) hours per week, except temporary employees.

Qualifying Period: Benefits accrue with respect to any one period of total disability after the expiration of a qualifying period of three (3) consecutive months.

Benefit Period: Monthly benefits are payable during the continuance of total disability as follows, but in no event are benefits payable beyond the attainment of age 65.

- a). Total disability due to sickness to age 65.
 - b). Total disability due to accident to age 65.
- Monthly Schedule Amount: Sixty percent (60%) of normal monthly earning to a maximum benefit of \$1,200.00.

ARTICLE XXI. INJURED ON DUTY

- 21.1 Employees injured while on duty will receive full pay for a maximum of ninety (90) working days while unable to work due to such injury. The first five (5) working days lost due to an injury on duty, will be charged to the employee's sick leave account. An employee with no sick leave accumulated will not receive payment for the first five (5) working days lost.
- 21.2 Any compensation payable to the employee under Worker's Compensation insurance will be reported to the Employer. The Employer shall make supplementary payments to the employee (not to be charged to the employee's accumulated sick leave) to make up the difference between Worker's Compensation and his normal rate of pay.
- 21.3 Any employee who claims an absence from work due to an injury sustained on the job shall provide, if requested by the Employer, a statement from the employee's attending physician as to the nature of the injury.
- 21.4 Any employee who claims an absence from work due to an injury sustained on the job is subject to an examination to be made in behalf of and paid for by the Employer by a person competent to perform the same and as is designated by the Employer.

ARTICLE XXII. UNIFORMS

The Employer agrees to supply dress uniforms, work uniforms and turn-out gear as required.

ARTICLE XXIII. WAGES

<u>Hourly Wages</u>	<u>1/1/86</u>	<u>7/1/86</u>
Start	7.15	7.22
After 6 months	7.77	7.85
After 12 months	8.38	8.46
After 24 months	9.00	9.09
After 36 months	9.63	9.73

AMBULANCE RUN PAY

Employees to be paid as per schedule adopted by the Employer.

ARTICLE XXIV. WAIVER

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superceded.

24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition or employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXV. DURATION

This Agreement shall be effective as of January 1, 1986 and shall remain in full force and effect until the thirty-first day of December, 1986.

ARTICLE XXVI. FEDERAL & STATE LAW

Should there be action by the Congress to eliminate public safety employees, or all public employees, from the most recent action of the FLSA, this contract shall revert back to the existing contract in effect in 1985.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 1986.

CITY OF HASTINGS

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320

Mayor

City Administrator/Clerk

MEMO

TO: Mayor and City Council

FROM: Gary E. Brown *[Signature]*

SUBJECT: Proposal for City Hall Renovation

DATE: May 29, 1986

Several weeks ago the Administrative Committee authorized staff to obtain proposals for renovating City Hall. At the time that staff made recommendations to the City, it was thought that there were three licensed architects that could do this type of work, however, only Dick Fuchs was able to submit a proposal.

The proposal does indicate a much higher cost than the staff originally had projected for the installation of an elevator, modification to the present bathrooms, and installation of an approved handicap accessible door.

Since these figures are considerably higher, staff has had an opportunity to reflect on the possibility of spending \$125,000 to make the City Hall accessible to the handicapped. Attached are drawings and a memo from Merlin Wilbur regarding City Hall building costs which were submitted to the Administrative Committee in February. The average of those four communities surveyed were thought to be \$88.41. City Hall currently has 6,240 square feet of floor space not counting the basement. If a new building were to be built, we feel that it should be built with at least 8,000 square feet with capacity to add on. That would run the cost for a new building slightly above \$700,000. As mentioned in the memo these costs do not include any land cost which would probably not be of concern to us as we have several properties which a City Hall could be built on.

As stated before to the Administrative Committee, bonds which solely require the tax payers to pay off require approval by the voters. Although we might be able to come up with half the cost of a new building through using reserves and sale of the existing building, it appears that the City Council would have to have a referendum for the remaining balance.

Staff feels to invest \$125,000 into the present building without renovating would literally be a waste of money for the following reasons:

1. The building is currently inefficient because approximately half of the employees work on one floor and the other half work on the other floor.
2. The building interior and amenities are extremely old and unappealing and cause for inefficient operation.
3. For less than \$70,000 additional funds the building could be made handicap accessible while totally renovating the structure. The disadvantage of renovating is that it provides for little expandability for the future.

It does provide for the following:

- a. A renovated building which could probably get by for 8 to 10 years.
- b. Provide for a pleasant atmosphere during that time.
- c. Meet the handicap requirements.
- d. Most improvements would be appreciating the building whereas the installation of an elevator is questionable appreciation.

Although there is not unanimous staff support for the renovation of the building, considering the cost of the new building the likelihood of bond passage and the high cost of the elevator installation staff feels that the Council should consider having Mr. Fuchs prepare a proposal on renovating City Hall. Figures of \$27 to \$30 per square foot were acquired from Mr. Fuchs as renovation costs. These would not include amenities such as chairs, desks, and cabinets which could run as high as \$3 or \$4 per square foot and would be included in the cost of the new building that was quoted above.

ces

MEMO

DATE: JANUARY 14, 1986

TO: GARY BROWN

FROM: MERLIN WILBUR *MW*

SUBJECT: AREA CITY HALL BUILDING COSTS

The following is information that I received in regard to costs for renovation and new construction of City Halls in four neighboring cities. In all cases these cities have undertaken construction within the last 3 to 5 years. Although these costs are not costs of 1986, they are comparative for about the same construction era, and should be adjusted for inflation.

Inver Grove Heights built a completely new city hall at a new location consisting of a one story building of approximately 17,000 square feet. This structure houses all city offices including public works. The cost of the new structure was approximately \$76.00 per square foot, not including land. It is my understanding that the city chose not to consider remodeling of the existing facilities.

Eagan - considered both renovation and new construction. The end result was that they chose to use a combination of construction over the existing police department and the rest new construction. The new construction was two stories in height connected to the existing police facility. The area of new construction was approximately 32,000 square feet at a cost of \$81.00 per square foot. This cost was also inclusive of new furnishings, but did not allow for land costs.

Rosemount - Also considered remodeling versus new construction and chose to build new. They constructed a two floor split parking lot or level entry type of city hall. It is 16,000 square feet over all and houses all city offices including public works. They indicated their costs were \$79.64 complete with furnishings but, not inclusive of land.

Lakeville - considered only new construction. They constructed a single story city hall with 10,000 square feet at a cost of \$117.00 per square foot. Here again this was complete with new furnishing but, not inclusive of land.

Each of the cities that I talked with indicated that the primary reason for going with new construction was that remodeling or renovation costs rivaled new costs too closely. They indicated that the difference was only about \$19.00 to \$24.00 per square foot less for remodeling.

jt

LETTER AGREEMENT

May 28, 1986

Mr. Gary Brown, Administrator
City of Hastings
100 Sibley St.
Hastings, MN 55033

Dear Mr. Brown:

Re: Elevator Installation and
Remodel @ existing City Hall

This proposal is presented following our discussion on May 7th, and subsequent investigation of City Hall premises for consideration of the installation of an elevator and provision of handicap accommodations for the building.

Our proposal is for Architectural, Structural and Electrical Engineering services (no Mechanical Engineering) as per AIA Document B151, a copy of which will be presented for signature if this letter proposal is acceptable.

We have obtained a preliminary estimate for a Dover Cimarron 25 Oildraulic Elevator (4'-3" x 6'-8" inside cab dimension), and have arrived at the following 'Guesstimate' for the proposed work:

1. Install oildraulic elevator to serve basement through second floors.
2. Install new handicap front entry door to building.
3. Upgrade two existing toilets for handicap use.
4. Remodel existing corridor and rooms adjacent to toilet rooms as discussed.

The preliminary estimate for this work is \$115,000.00 based on the actual installed elevator costs and "gut reaction" for the other work. A more accurate estimate would be prepared at such time as preliminary drawings were completed.

Our proposal for this work is for 10.7% of construction costs up to \$125,000.00 and 10% for costs from \$125,000.00 to \$150,000.00. Reimbursable expenses as defined in a contract will be billed extra.

We have one problem at this time. Due to the busy construction season this year, we could not start work on any drawings or thorough building investigation for 30 days from this date, and would need a minimum of 30 days to prepare documents for the work.

Thank you for contacting us regarding the project. We appreciate your interest.

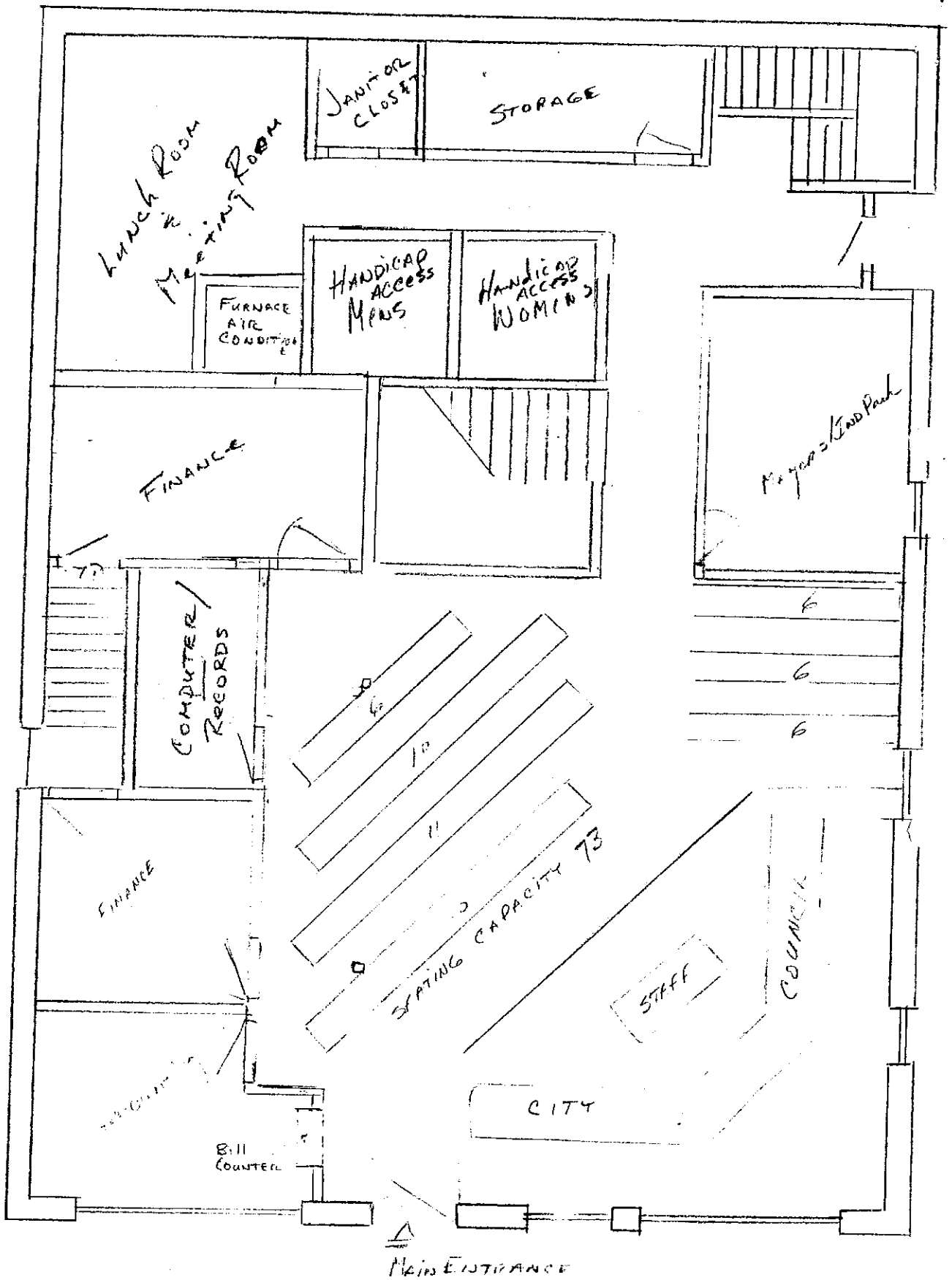
Yours truly,


R. P. Fuchs, Architects

RPF/lp

Accepted this _____ day of _____ 1986

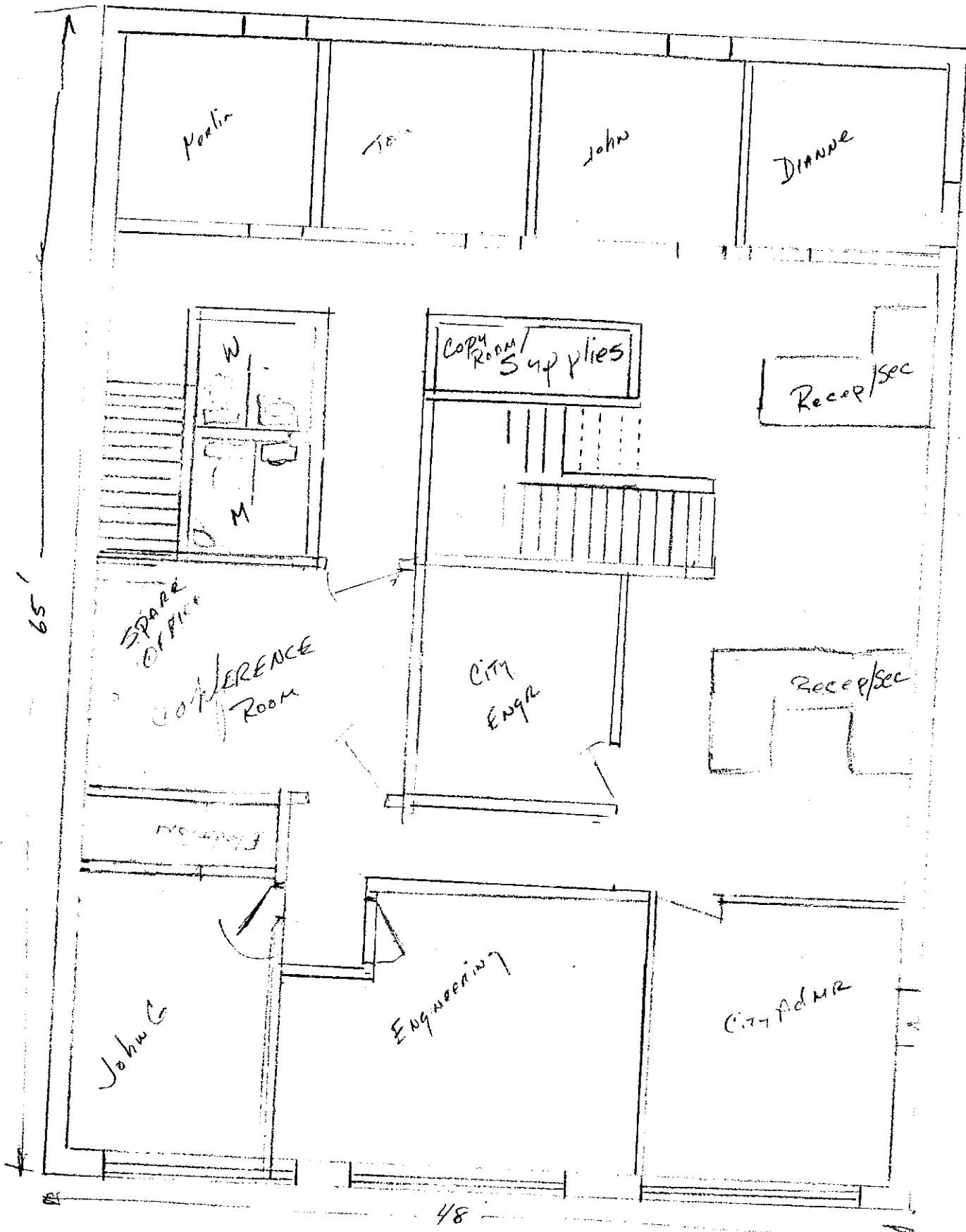
by _____ for City of Hastings



NOTE: Present Seating Approx. 75

FIRST FLOOR

$$3120 \text{ sq ft} / \text{floor} \times 30 \text{ #/sq} = 93,600$$



2ND FLOOR

$$3120 \text{ sq ft/floor} \times 27 \text{ #/sq ft} = 84,240$$

MEMO

TO: Mayor and Council
FROM: Dianne R. Latuff
DATE: May 29, 1986
SUBJECT: Absentee Ballot Ward

Attached for your review and consideration is an ordinance creating an absentee ballot ward at City Hall. This ordinance makes no changes to the current system of wards but only allows absentee ballot counting at City Hall.

One of the things that is most time consuming at the close of an election day is when the judges at each ward must then open and tabulate all absentee ballots at each ward. It is estimated that each absentee ballot, from start to finish, takes about 12 minutes to process.

Since all absentee ballots come into City Hall anyway, staff is suggesting that two (2) judges be at City Hall to process and count absentee ballots for all wards, thus reducing the time for the judges at the wards and allowing them time for other tasks and possibly bringing their supplies to City Hall earlier for results.

cl

ORDINANCE NO. , SECOND SERIES

AN ORDINANCE OF THE CITY OF HASTINGS AMENDING CHAPTER 2, SECTION 2.57 OF THE CITY CODE HAVING TO DO WITH ESTABLISHING AN ABSENTEE BALLOT WARD;

BE IT ORDAINED, by the City Council of the City of Hastings as follows:

Section 2.57. ABSENTEE BALLOT WARD

Pursuant to the provisions of Minnesota Statute, Section 203B.13, the City Council of the City of Hastings hereby establishes an absentee ballot ward in the City of Hastings. Said absentee ballot ward will encompass the entire City of Hastings for the purpose of receiving all absentee ballots for any primary or general election or special referendum held within the Municipality. The absentee ballot ward shall be under the direct charge and supervision of the City Clerk; and the place for receiving, tabulating and counting of absentee ballots shall be at the office of the City Clerk in the City Hall.

VIOLATION OF A MISDEMEANOR. Every person violates a section, subdivision, paragraph or provision of this chapter when he performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS THIS DAY OF 1986.

This Ordinance shall be effective upon passage seven (7) days after publication.

ATTEST

Lu Ann Stoffel, Mayor

Gary E. Brown, City Administrator/Clerk

MEMO

TO: Mayor and City Council

FROM: John Grossman *JG*

RE: Minnesota Historical Society Tour of Hastings, June 22

DATE: May 29, 1986

1. This tour will bring about 150-200 visitors and the 1st Minnesota Volunteer Infantry to Hastings by paddle boat; they will arrive about 12:30 and depart about 3:30. The significance of the tour is that the Hastings Company of the original 1st Minnesota stopped briefly to say good-bye on their way down river and on to Washington on this day in 1861, 125 years ago.
2. The Hastings Area Historical Society is arranging welcoming activities. The Mayor will welcome the visitors on the levee about 12:30. The regiment and the color guards from the VFW, Legion and 147th Signal Battalion will then march up Ramsey to Second and from Second to Hudson. A ceremony honoring General C. P. Adams, the first commander of the Hastings Company and last commander of the regiment will be held at Lakeview Cemetery about 1:15 p.m. The visitors will tour Hastings Historic sites, the regiment will be at the levee and a brass band will play 1860's music from 2 to 3:00 p.m. The public will be invited to attend all activities and meet the 1st Minnesota.
3. The Hastings Area Historical Society requests the City Council's approval for the following arrangements:
 - a. Traffic barricades on Sibley and Ramsey, just north of Character Lane, and at the east and west ends of access roads to the levee, at Tyler and Vermillion, in order to provide a safe traffic-free area for the visitors and residents from 12:00 to 3:00. The visitors will eat at the Legion Club and the tour buses will load and unload on Sibley.
 - b. Police assistance for the parade up Ramsey from the levee to Second and west on Second to Hudson, from about 12:45 to 1:15 p.m. The participants will load buses at Hudson and unload on County 42 near the Cemetery gate.

ces

cc: Chief Daryl Plath, Police Dept.
Keith Rosch, Street Dept.

MEMO

TO: Mayor and City Council

FROM: Gary E. Brown 

SUBJECT: Charter Amendments


DATE: May 29, 1986

At the last regular meeting the City Council considered amendments which were house cleaning items as approved by the City's Charter Commission. Councilman Bond voted against the first reading of an ordinance which would amend the Charter according to State law. In order to consider the first reading of an ordinance at this meeting Councilman Bond would have to make a motion to reconsider.

As a point of information, it appears that concerns regarding property descriptions have been clarified.

ces

MEMO

TO: Mayor and City Council
FROM: Gary E. Brown 
SUBJECT: Letter of Credit Amendment
DATE: May 29, 1986

After all of the language changes that were recently adopted by the City Council, the attached letter explains where additional modification needs to be made. City Council is requested to approve this amendment.

Attachment

ces



First Bank Minneapolis

First National Bank of Minneapolis
First Bank Place
P.O. Box A512
Minneapolis, Minnesota 55480
612 370-4141

5-19-86

Commercial Banking Group

May 16, 1986

Mr. Gary Brown
City Administrator
City of Hastings
100 Sibley Street
Hastings, MN 55033-0097

Dear Gary:

As discussed before, First Bank Minneapolis plans to syndicate part of the Hastings facility due to our limited letter of credit capacity. We find there is one more change which needs to be made to the Reimbursement Agreement to allow us to do so. The amendment would be to Section 2(c) of the Reimbursement Agreement and would include the addition of the following sentence:

"For purposes of this Section 2(c), any reference to 'the Bank' shall be deemed to include any party to whom the Bank has sold a participation in the Letter of Credit."

I will call you next week to discuss this amendment. Sorry for the inconvenience at this late date. We appreciate your assistance with this matter.

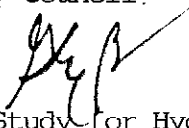
Sincerely,

Karen E. Weathers
Commercial Banking Officer
First Bank Minneapolis

KEW:cmd

MEMO

TO: Mayor and City Council.

FROM: Gary E. Brown 

SUBJECT: U of M Model Study for Hydro Plant

DATE: May 29, 1986

The City Council is requested to authorize the Mayor and Clerk to enter into an agreement with the University of Minnesota to perform a model study of our Hydro-Electric Project, contingent upon receipt of a letter from the United States Army Corps of Engineers indicating their willingness to approve the final design before the completion of the model study. City Council should note that the model study does not include cost for acquiring survey data above and below lock and dam No. 2. At the time of this writing we are still trying to obtain some estimates of this cost.

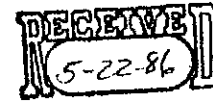
Attachment

ces



UNIVERSITY OF MINNESOTA
TWIN CITIES

St. Anthony Falls Hydraulic Laboratory
Department of Civil and Mineral Engineering
Mississippi River at Third Avenue S.E.
Minneapolis, Minnesota 55414-2196
(612) 373-2782



E-11

May 20, 1986

Mr. Gary Brown
City Administrator
City of Hastings
100 Sibley Street
Hastings, Minnesota 55033-0097

Dear Gary:

We have considered the model study for the Hydro-Electric Facility located on Lock and Dam No. 2 on the Mississippi River as you requested. The study is required by the U.S. Army Corps of Engineers, and its purpose is to ascertain whether or not the Hydro-Electric Facility which is proposed will adversely affect the navigation of Mississippi River tows.

I have contacted Mr. David Raasch and he has indicated that Mr. Tom McAloon is the designated contact member for the Corps of Engineers St. Paul District Office. In a conference call with Corps of Engineers staff some of the main parameters and requirements for the model study have been discussed. This is reflected in the following proposal.

We propose to conduct a hydraulic model study of the Mississippi River at Lock and Dam No. 2 at a geometrical scale of 1:72. The model will be undistorted with a fixed bed. It will cover a river reach of approximately 2 miles in length, the reach upstream of the dam being roughly $1\frac{1}{4}$ miles, and the downstream reach roughly $\frac{3}{4}$ mile. The model basin to be used is located in our Laboratory, and measures 149.5' x 27.7'. The model will be built in concrete (light-weight), based on river cross-sections approximately 300' apart. The dam, lock, and powerhouse structures will be built in wood and plexiglas. The powerhouse structure and the Boule dam will be operationally interchangeable. The lockfilling system will not be modelled, but the miter gates will be modeled such that navigation into and out of the locks by model barges will be possible. A group of 15 barges (one tow) will be built to scale according to Army Corps of Engineering specifications to be used in their navigation investigations. The powerhouse intakes and outlets will be modelled to scale. The turbines will be modelled by energy dissipating devices (i.e. valves) and turbine flow rates will be adjustable. Stilling basins will be modelled to scale. The tainter gates will be adjustable, as in the prototype, and will be operated according to Army Corps of Engineers specifications.

The model will be operated with Mississippi River water, according to Froude scaling. The model will be calibrated by measuring stage elevations at a number of flood flow conditions. Approach flow conditions through the Buck Island Area will be calibrated against field measured data. This data will be collected, and will consist primarily of velocity measurements and depth soundings in the Island area.

The model will be used for observation and documentation of depth integrated flow patterns using buoyant elements of 10 ft diameter and 9 ft depth prototype design, and for operation of model barge tows. Experiments with model barge tows will be conducted by a representative from the Corps of Engineers, who will provide the model tow and remote control operating system.

The number of flow conditions to be tested is not exactly known at this time, and will have to be agreed on with the Corps of Engineers. It is clear, however, that tests will have to be conducted with and without power plant operation and for several river flow rates, including flood flows.

At the end of the study a written project report will be provided summarizing the findings of the study.

It is estimated that the study will require the following scheduling and costs.

	<u>Time</u>	<u>Costs</u>
Model Design and Field Velocity Measurements	3 weeks	\$ 6,890
Model Basin Preparation	2 weeks	12,140
Model Construction	12 Weeks	40,800
Model Operation	14 weeks	33,730
Reporting	4 weeks	12,180
Materials		<u>\$ 20,300</u>
	Total	\$126,040

Mr. Gary Brown
May 20, 1986
Page 3

The above estimate includes the HEW audited overhead rate of 60% for labor and materials. Not included is work which will be charged to the City by the Corps of Engineers for navigation testing, and a surveying firm to provide the river cross-section soundings urgently needed to design the model. The study can be started immediately after your approval.

University regulations require a statement that the above quoted cost and time figures are best estimates based on many years of experience and do not represent a guarantee that the proposed work will be completed at those costs.

The Corps of Engineers is currently preparing a scope of work for the study. The above technical specifications have been verbally agreed upon.

If clarification on any material presented herein is needed feel free to call me at 373-2782.

We are looking forward to working with you on this demonstration project.

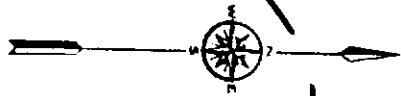
Sincerely yours,



Heinz Stefan
Professor and
Associate Director

HS:jm

Enclosure



MINNESOTA
DAKOTA COUNTY

WASHINGTON
COUNTY

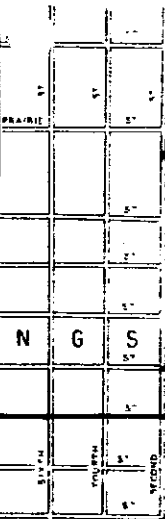
NININGER

LAKE
REBECCA

LAKE
REBECCA
PARK

BUCK
ISLAND

MODELLED
AREA



HASTINGS
LANING

CONLEY
LAKE

LAKE
ISABELLE

CLOSING
DAM

RIVER

WASHINGTON
COUNTY

STUMP
FIELD

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FIELD

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FIELD

SLICHER
CREEK

CHICAGO MILWAUKEE ST PAUL & SEBASTIAN CO

NININGER

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TO ST PAUL

MEMO

TO: Mayor and City Council
 FROM: Dianne R. Latuff *Latuff*
 DATE: May 29, 1986
 SUBJECT: Transit Grants for 1987

Enclosed in your packet is the Management Plan, operating expenses, revenues, and statistic's for the transit program for contract year 1987. The transit budget must be provided to the Regional Transit Board (RTB) by June 6, 1986 for project year 1987.

As a result of the creation of the RTB, the Minnesota Department of Transportation (MN/DOT) has turned some of the metro area projects (Hastings included) over to the RTB for administration. Prior to this year (1986) the 'exurban' funding was all that was administered through the RTB office, but as of February 1986, the RTB now allocates the state assistance dollars as well as the exurban funds. They do not, however, administer any Federal money, so we are also required to submit a grant application to MN/DOT for our Section 18 Federal funding.

The projected total operating cost of 1987 is \$124,536. Based upon the formula's that we must use, the costs would be distributed as follows:

\$126,536	total cost
-\$33,051	Federal funding
-\$41,671	State funding
- \$6,127	Exurban funding
\$37,560	Fares
\$6,127	City share

Staff Recommendation: 1). Adopt a resolution entering into an agreement with the RTB for state assistance and exurban funding.
 2). Adopt a resolution entering into an agreement with MN/DOT for federal assistance funding.

cl

RESOLUTION

Resolved that City of Hastings enter
(recipient)
into Contract # _____ with the State of Minnesota, Department
of Transportation, to provide a public transportation service in
Hastings.
(service area)

Further resolved that City of Hastings agrees
(recipient)
to provide 40 percent of the total operating cost and
N/A percent of the total capital cost and N/A percent
of the total capital cost of the transit project from local funds.
Further resolved that authorization to execute the aforementioned
Contract and any amendments thereto is hereby given to the
Administrative Asst. or the Administrator/Clerk.
(title) (title)

Further resolved that the Administrative Assistant or
(title)
the Administrator/Clerk is hereby authorized to
(title)
execute requests for reimbursement from the Minnesota Department
of Transportation.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct
copy of the resolution presented to and adopted by City Council
of Hastings, MN at a duly authorized meeting
thereof held on the 2nd day of June, 1986 as shown by the
minutes of said meeting in my possession.

(name) Gary E. Brown

Administrator/Clerk
(title)

RESOLUTION

Resolved that City of Hastings enter
(recipient)
into Contract with the Regional Transit Board to provide a public transportation service in City of Hastings.
(service area)

Further resolved that City of Hastings agrees
(recipient)
to provide 40 percent of the total cost of the transit project from local funds for state transit assistance and/or for exurban funding.

Further resolved that authorization to execute the aforementioned Contract and any amendments thereto is hereby given to the Administrator
(title)
and the Administrative Assistant.
(title)

Further resolved that the Administrator or the
(title)
Administrative Assistant, is hereby authorized to execute request for
(title)
reimbursement from the Regional Transit Board.

CERTIFICATION

I Hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by City Council of the City of Hastings at a duly authorized meeting thereof held on the 2nd day of June, 1986, as shown by the minutes of said meeting in my possession.

(name) Gary E. Brown

City Administrator/Clerk
(title)

MANAGEMENT PLAN

I. Description of Service

A. ORGANIZATION

1. The City Council will be the controlling board and will dictate policy to Gary E. Brown, the City Administrator/Clerk. Dianne Latuff, the Administrative Assistant, will be responsible for decision making, directing, controlling and review of the system progress. The Administrative Assistant will implement all facets of the transportation Service and the Management Plan.
2. The City of Hastings owns and operates the transit system. There is no anticipated change in ownership expected during the contract period.
3. The Administrative Assistant will be responsible for the day-to-day management and operation of the transit system. This person continually evaluates the levels of service. The Assistant is also responsible for all promotions, advertising, technical reports, and contract correspondence as appropriate.
4. Labor negotiation wage contracts are delegated to the City Administrator. The Administrator must obtain a resolution from the City Council to certify his recommendation.
5. Negotiating an assistance contract with the RTB will be delegated to the Administrative Assistant.
6. The system is anticipating to run at its current level of service. This level of service requires two (2) full-time drivers, three (3) regular part-time drivers, two (2) back-up drivers, one (1) half-time dispatcher-secretary, one (1) one-third time (1/3) management, and one (1) part-time maintenance person for cleaning vehicles and daily checks, etc. Two of the regular part-time drivers work about 20 hours per week each, one works Saturdays only for 3 1/2 hours; and the two back-up drivers work as needed to fill in for absences. The part-time maintenance person works about 10 hours per week. The City also works with the local service stations for major work on the vehicles as the City does not have maintenance/mechanic personnel on staff.

It is anticipated with this contract, that should the requests for service so demand, another vehicle will be put into service to accomodate subscription service. The hours of service will remain the same. An additional vehicle could potentially run three (3) hours per day, five (5) days per week to compliment the existing service.

7. Does not apply to Hastings' System.

Service Effectiveness

Goal:

1. To increase ridership during the peak months of October through April by .20%.

Objective:

1. Expand service by .10% during peak months, which subsequently will increase ridership by .20%.

Cost Effectiveness

2. Obtain a 35% fare box return.
2. Keeping costs to a minimum and obtaining a 35% fare box return.

Cost Efficiency

3. Increase revenues received.
3. To maximize efficiency in scheduling, offer a reduced fare for those riders scheduling a day in advance, or arrange one pickup point for more than one person.
4. Reduce mileage by .05%.
4. Reduce mileage by encouraging people to schedule rides together and in advance.

C. LEVELS OF SERVICE

1. The service area for the system includes the area defined as within the City's corporate limits. This area covers approximately 10.40 square miles and has a population of 13,590. The transit system serves all requesting service within this area.
2. A combination of Subscription and Dial-a-Ride service will continue to be offered to serve all of Hastings. Subscription service is scheduling the bus for a specific time and day on a continuing basis.
3. The City currently has four (4) vehicles which include one (1) 1982 Bluebird eighteen passenger mini bird, one (1) 1984 chevrolet thirteen passenger Wayne Transette, one (1) 1979 Dodge twelve passenger van, and one (1) 1986 Ford seventeen passenger vehicle.
4. During the year, two (2) buses will operate twelve (12) hours per day Monday through Friday, and one (1) bus will operate on Saturdays for three (3) hours. During peak seasons and peak hours, another bus will be available for subscription service as needed, approximately four hours per day. The bus service does not run on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. It is expected with these hours that the City will be able to provide efficient bus service.
5. The Subscription Service hours are from 6:00 a.m. to 9:00 p.m. and again from 3:00 p.m. to 6:00 p.m. Dial-a-Ride hours are from 9:30 a.m. to 2:30 p.m. These services are offered Monday through Friday with one (1) bus also running from 9:00 a.m. to 12:00 noon for Dial-a-Ride on Saturdays. One subscription bus also runs from September through May from 10:00 a.m. to 1:00 p.m.
6. Contract services do not apply to the Hastings' system for revenue.
7. A route map is not applicable for our system because the route changes every day with various subscriptions, and dial-a-rides are scheduled and routed by request.
8. Volunteer drivers are not applicable to the Hastings system.
9. The City does not participate in funding for any taxi company for its residents. There currently is a taxi service in Hastings, however, it is privately owned and operated and consists of one vehicle.

D. MARKETING

The most important aspect of marketing and promoting the system in Hastings is the prompt, courteous, and reliable service given. Every attempt is made to select qualified drivers and personnel and then train them to service through excellent performance and public contacts.

The City will promote utilization by attempting to acquaint senior citizens to the system by offering 'free' rides on given random days and/or reduced fares occasionally.

The Manager of the system will contact potential users personally through visits to the Senior Citizens and schools to promote and answer questions of the service. Business merchants will also be contacted personally to generate interest in offering coupons, etc. for reduced fares.

We continue to distribute and have on display the brochures describing and explaining the system.

These would be the only anticipated marketing expenses for contract year 1987.

E. COORDINATION WITH EXISTING TRANSIT OPERATIONS

The Hastings paratransit service is designed to serve all persons in need of transportation in the City. At present the City has one taxi company that services Hastings and that company operates with one vehicle and one driver.

DART's offer a limited service to senior citizens one (1) day per week for those going to St. Paul. Volunteer drivers, using their personal vehicles, are utilized five (5) days of the week for congregate dining. Hastings' system works with DARTS in providing rides to congregate dining on a daily basis. The City has no intercity carriers or regular route transit. The social services will provide volunteer drivers for those in need, but only for out of town trips.

Hastings' paratransit system stands ready to coordinate rides for patrons using the Hastings Commuter Express. The 'Express' takes people from Hastings to St. Paul and returns at the end of the day. 'TRAC' has, and will continue to work with the Commuter Express in coordinating rides for interested patrons.

F. VEHICLE MAINTENANCE PROGRAM

A complete preventive maintenance program has been set up by the Administrative Assistant. Detailed forms necessary for a sound maintenance program have been prepared for the specific needs of each vehicle purchased and based upon the time and mileage maintenance specified by the manufacturer. All drivers have been instructed to properly complete and submit required forms to the Administrative Assistant. Daily inspections are done on the vehicles each evening after they come to the garage. Any item(s) needing immediate attention are fixed by mechanics before small problems expand. Routine service as recommended in the vehicle operators manual is closely monitored, and scheduling for providing maintenance is done by the Administrative Assistant. General maintenance such as oil changes, greasing, lubricating lifts, replacing bulbs, lights, etc. is done by City Staff. All other maintenance is accomplished by a local service station or one that is applicable to the work needed to be done.

G. DRIVER SELECTION

All drivers are required to possess a valid Class B Minnesota Drivers license with an acceptable performance record. Potential drivers are interviewed and required to be people orientated (i.e. courteous, proven reliable, and service oriented). The driving history is also checked prior to hiring. The City strongly encourages all its drivers to attend a defensive driving course.

H. INSURANCE

The insurance carrier for the paratransit vehicles is League of Minnesota Cities Insurance Trust with the limits of \$600,000.00 per claim and \$600,000.00 for any number of claims. The City also carries an umbrella policy in the amount of \$1,000,000. Collision coverage on the vehicles is \$500.00 deductible, and comprehensive coverage has a \$100.00 deductible. The transit vehicles are included under the fleet policy with all City vehicles. RIB shall be named as an additional insured.

A copy of the insurance certificate for 1986 is enclosed and the City intends on renewing same policy for 1987.

II. Budget and Operating Statistics

A. FARES

A fee of \$1.25 per one way ride, for all rides, except those age three and under when accompanied by an adult, will be charged through project year 1987. Groups of tokens will be sold for \$1.20 each. Those persons that request same day demand response service will be charged \$1.50 for this service. However, if two or more fare paying persons schedule the same pickup time from one (1) point, the charge will be \$1.25 for each person, for each one way ride even with same day demand response service.

United Way of Hastings has agreed to provide \$1,300 if their goal is met, in 1987, to subsidize fares for senior citizens that need assistance. This money will be handled through the Senior Citizens Coordinator at the Community Education Office. The Community Education Office will purchase tokens for \$1.20 and sell them at a reduced cost to those persons requesting assistance.

B. EXPENSE CONTRACTS

The City of Hastings at this time has very limited expense contracts, but they are as follows:

- a. A garage for the vehicles will continue to be rented from Northern States Power for \$40.00 per month. A copy of this agreement is enclosed.
- b. Insurance on the vehicles will be provided by League of Minnesota Cities Insurance Trust. The contract dates run from January through December. A copy of the policy for 1987 will be forwarded upon receipt.
- c. A contract for union transit system employees is to be negotiated for 1987. The City will be beginning negotiations within the next few months and will forward a copy of the contract when finalized and settled.
- d. All other expenses such as minor maintenance, fuel, accounting, etc. will be fulfilled with existing personnel and supplies on an as needed basis.

D. REVENUE CONTRACTS

The City anticipates selling advertising on the exterior of the buses and possibly on the interior. We will bill the agencies for the usage of space on the vehicles. Since this is a new concept for the Hastings system, it is expected that revenues will produce approximately \$100.00 for the year. A copy of any and all revenue contracts will be forwarded upon their execution.

BUDGET

<u>OPERATING EXPENSES</u>	<u>Anticipated Statistics For New Contract Period</u>
<u>PERSONNEL SERVICES</u>	
1010 Administrative, Management & Supervisory Services	8,844
1020 Operator's Wages	55,380
1030 Maintenance & Repair Wages	4,880
1035 Other Wages (Direct Labor) \$	8,052
1045 Other Wages (Indirect Labor Charges)	
1055 Fringe Benefits	16,483
TOTAL	93,639
<u>ADMINISTRATIVE CHARGES</u>	
1085 Management Fees	
1088 Tariffs & Traffic Expenses	
1090 Advertising, Marketing & Promotional Charges	500
1100 Legal, Auditing & Other Professional Fees	
1105 Security Costs	
1110 Office Supplies	100
1120 Leases & Rentals (Administrative Facilities)	
1130 Utilities	5,000
1135 Other Direct Administrative Charges	638
1140 Other Indirect Administrative Charges	50
TOTAL	6,288
<u>VEHICLE CHARGES</u>	
1170 Fuel & Lubricants	9,890
1180 Maintenance & Repair Material (Vehicles)	3,900
1185 Contract Service Maintenance Labor	4,000
1190 Tires	960
1195 Other Vehicle Charges	600
TOTAL	19,350
<u>OPERATIONS CHARGES</u>	
1230 Purchase of Service	
1238 Depreciation	
1240 Mileage Reimbursement for Passenger Service	
1243 Repair & Maintenance of Other Property	50
1246 Leases & Rentals (garages, vehicles, etc.)	480
1248 Other Operations Charges	
TOTAL	530

Anticipated Statistics
For New Contract Period

INSURANCE CHARGES

1280	Public Liability & Property Damage on Vehicles	3,000
1310	Public Liability & Property Damage - Other than on Vehicles	
	TOTAL	3,000

TAXES AND FEES

1350	Vehicle Registration & Permit Fees	150
1360	Federal Fuel & Lubricant Taxes	
1370	State Fuel & Lubricant Taxes	1,579
1380	Other Taxes & Fees	
	TOTAL	1,729

1426	TOTAL OPERATING EXPENSES	124,536
------	--------------------------	---------

OPERATING REVENUES

1440	Passenger Fares	34,560
1472	Contract Revenues	
1474	School Bus Revenues	
1476	Charter Revenues	
1478	Auxiliary Revenues	100
1490	Other Financial Assistance	2,900
1505	TOTAL REVENUES	37,560

1492	Federal Operating Grants (Section 9 only)	
------	---	--

CAPITAL EXPENSES

1600	Vehicle	
1602	Lift, Ramp, etc.	
1604	Radio Equipment	
1606	Farebox	
1610	Other Capital Expenses	
1585	TOTAL CAPITAL EXPENSES	-0-
1617	FEDERAL CAPITAL GRANTS	
1619	OTHER FINANCIAL ASSISTANCE	

OPERATING STATISTICS

The purpose of this form is to describe the anticipated operational characteristics of the participating transit system.

Anticipated Statistics
for New Contract Period

PASSENGERS

1830	TOTAL NUMBER OF PASSENGERS	28,800
	of this total, how many passengers will be:	
1850	Elderly	7,000
1860	Handicapped	4,000
1870	Children	1,000
1880	Free Ride	250
1890	Dial-A-Ride	9,000

HOURS

1955	TOTAL VEHICLE HOURS	6,459
1960	TOTAL REVENUE HOURS	6,459
	of this total, how many hours will be:	
	Regular Route	
	Demand Responsive	
	Route Deviation	
	Subscription	
	Charter	
	Contract	
	Shared Ride Taxi	
	Van Pool	
	Volunteer Drivers	

MILES

1995	TOTAL VEHICLE MILES	65,000
2000	TOTAL REVENUE MILES	65,000
	of this total, how many miles will be:	
	Regular Route	
	Demand Responsive	
	Route Deviation	
	Subscription	
	Charter	
	Contract	
	Shared Ride Taxi	
	Van Pool	
	Volunteer Drivers	

BUDGET SUMMARY SHEET

I. Capital Expense
TOTAL (From Line 1585) -0-

II. Operational Expense and Deficit
A. Operational Expense (Line No. 1426)
from Operating Expense Sheet \$124,536
B. Less Anticipated Revenue (Line No.
1505) from Operating Revenue Sheet 37,560
TOTAL OPERATIONAL DEFICIT \$ 86,976


(to be completed by Mn/DOT)

III. Funding Provided by Applicant
A. _____ % of Capital (must be in cash) _____
B. _____ % of Total Operating Cost (cash) _____
TOTAL _____

IV. Funding from Section 18 Federal Grant
A. _____ % of Capital _____
B. _____ % of Operational Deficit _____
TOTAL _____

V. Funding from Mn/DOT
A. _____ % of Capital _____
B. \$ _____ Total Operating Cost Less Fixed
Local Share Amount and Federal
Operating \$'s. _____
TOTAL _____

MEMO

TO: Mayor and City Council
FROM: Marty McNamara 
SUBJECT: Southwest Ponding Basin
DATE: May 29, 1986

At the request of Councilman Bond, the Natural Resources and Recreation Commission toured the Southwest Ponding Basin at their May 13, 1986 meeting. The purpose was to determine if the area around the Ponding Basin could be left in a more natural state (City would cease mowing area). Joan Galli from the Department of Natural Resources also attended the meeting and gave a presentation on how this area could be turned into more of an attractive area for wildlife. The first step would be to quit mowing the area. The Natural Resources and Recreation Commission did not vote on the issue at their meeting.

Now, residents around the Ponding Basin are calling the Parks Department and want the area mowed. Please inform me of how you want this area maintained.

ces

Attachment



Prairie Restorations, Inc.

**A Statement of Purpose,
Services and Products**

Prairie Restorations, Inc. • P.O. Box 327 • Princeton, Minnesota 55371
612-389-4342

PLANNING FOR SYNERGISM

Imagine change. For better or worse, short term and long. An ongoing change where every action is followed by a reaction. We are all players and everything we do has a role in this process. Although it is a process far too strong to be stopped, it is undoubtedly influenced and guided by the things we do.

At Prairie Restorations, Inc. we believe that all actions should be gauged by how they affect this process. What happens immediately, in one month, one year, one thousand years? And what happens to what? To people, plants, soils, water, air, the total biotic community? How is your quality of life affected? This is heady stuff without easy answers or even good systems of measure. It makes planning and acting for maximum benefits chancy and difficult. A lack of understanding can mean short term gains in trade for long term, negative consequences.

To be safe, at PRI we take a long term view of the interactions between people and the rest of the biotic world. We understand the plant communities which have developed slowly through centuries of adaptation and we strive to utilize them in creating mutually beneficial relationships between people and the outdoor environments that surround them. We want the benefits of the environment and we want to benefit the environment. The total effect should be greater than the sum of the individual effects. That is called synergism and synergism is our goal.

The services and products we have assembled during these past ten years are meant to help us achieve this goal. Most typically we serve as a design/build team with a specialty in prairie, woodland and wetland landscapes. By combining these diverse plant communities along with more traditional areas of turf we believe a higher level of benefits can be attained.

In addition to our design/build functions we also produce and sell seeds and plants, offer consultation to businesses, architects, government agencies and other land planners and manage prairies, woodlands and wetlands. A more detailed explanation of why these plant communities make sense, some places where they have been used and how you might give them further consideration follows.



PHOTO KEY:

- Front Page— Stiff sunflower (*Helianthus laetiflorus*) growing at our nursery in Princeton.
- Above Left— Eastern Bluebird working to keep the insect population down near our seed production plots.
- Above Right— Monarch butterflies feeding on Joe-pye weed (*Eupatorium maculatum*).

BACK PAGE:

- Top Left— Wetland being restored with cord grass (*Spartina pectinata*).
- Top Right— Field harvest of Big Bluestem.
- Bottom— Restored prairie at Spring Hill Conference Center.

PRACTICAL ENVIRONMENTALISM

During the first half of the 80's there has been a noticeable shift in the perceptions that many of us have about the North American landscape. Clearly many of the original indigenous plant communities had been altered long before this decade began but now a new emphasis is being given to the way they were. Rather than being strictly romanticized they are being critically examined for practical solutions to problems confronting our modern high-tech society.

Some answers have emerged. Land planners, resource managers, landscape architects, homeowners and others are beginning to realize the practical value these plant communities can have for some of the following uses.

Aesthetic Enrichment:

The diversity of colors, textures and sizes associated with prairie, woodland and wetland plant communities makes for an infinite number of potential landscape designs. If variety is truly the spice of life there is much to gain by experiencing these dynamic, living combinations of plants and animals. Some of the more specific and very tangible reasons for bringing these into closer association with people include:

1. Habitat Development—

Song birds, small and large mammals, ducks, pheasants and all the rest. These are aesthetic valuables that can be added to our everyday lives when the right food and cover is present.

2. Color and Texture—

Colors that change by the week, movement that changes with the wind and height that changes by the season all add to the aesthetic experience.

3. Historical Value—

A sense of place and perspective to remind us of where we have been.

Soil and Water Conservation:

Well adapted plant communities make optimum use of existing site resources and actually serve to further enhance them (remember synergism). Soils are built up, not depleted or washed away. Water is captured and stored to offer security and life in times of need.

Maintenance Reduction:

Thousands of acres of North America are visited once a week by individuals intent on keeping all plant growth at a height of less than 3". Why? The total cost to wildlife, plants and pocketbooks must be immense. Although the indigenous prairies, woodlands and wetlands are not practical everywhere, they can be used to significantly reduce maintenance costs and to free people up for more positive activities.

In total these elements can add substantially to the richness of life as well as to savings in the bank. Using the universal language of economics, the chart below provides some basic figures for comparison. To some this will illustrate the most practical side of practical environmentalism.

COSTS/ACRE

Procedures & Materials	Sodded Turf Grasses	Seeded Turf Grasses	Seeded Highway Grasses	Restored Prairie or Wetland
Site Preparation:				
—Spraying ¹	\$125	\$125	\$125	\$125
—Irrigation ²	\$1,500	\$1,500	---	---
—Topsoil ³	\$3,000	\$3,000	---	---
—Tilling	\$50	\$50	\$50	\$50
Sod and Sodding	\$4,500	---	---	---
Seed and Seeding	---	\$250	\$125	\$300
Wildflower Planting*	---	---	---	\$2,500*
First Year Mowing	\$700	\$600	---	\$75
Total Installation Costs (per acre)	\$9,875	\$5,525	\$300	\$550 to \$3,050
Subsequent Annual Upkeep ⁴	\$900	\$900	\$50	\$100
Est. Maintenance Costs/20 Yrs. (per acre)	\$18,000	\$18,000	\$1,000	\$2,000

1. Spraying must be done on sites with live, undesirable vegetation such as quack grass or thistle.

2. Irrigation cost figures assume an underground automatic system.

3. Topsoil is figured at approximately 3" depth hauled in from off-site.

* Wildflower planting is optional on low profile sites.

4. Annual maintenance for turf grasses includes 12 mowings/yr. plus fertilizer and water.

Annual maintenance for highway grasses includes occasional spot spraying and mowing.

Annual maintenance for prairie/wetland grasses includes annual burns, occasional spot spraying or mowing.

SUGGESTED PROCEDURES

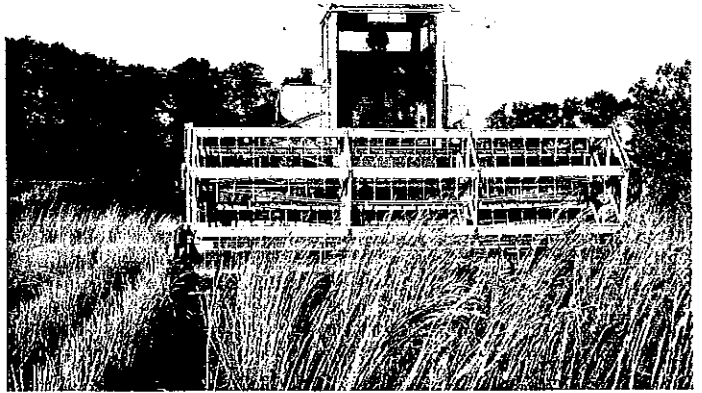
To proceed further with these concepts or materials we would like to suggest that you begin with a careful analysis of your needs. Two books which might be especially helpful in this process are *NATURAL LANDSCAPING* by John Diekelmann and Robert Schuster and *NORTHLAND WILDFLOWERS* by John and Evelyn Moyle.

For architects, landscape architects, developers and other professionals working to enhance or manage the land resource we offer our expertise as a source of information. We routinely prepare conceptual plans without charge and often go on to take projects completely through the design/build process. Our design and consulting time is billed at competitive hourly rates. To explore this possibility simply send us a site plan and let us respond with ideas, cost estimates and time lines. If you like what you see we'll go on to develop the working details for your unique and practical natural landscape.

MATERIALS AND SERVICES

The following materials and services are available from PRI:

- Site inspection, landscape planning and design.
- Preparation of project specifications.
- Nursery produced wildflower and grass seed.
- Nursery grown wildflowers and grasses.
- Nursery grown Minnesota trees and shrubs (limited).
- Contract installations.
- Management and management planning.
- Educational presentations.



PROJECT LIST

A partial list of the projects utilizing prairie, wetland or woodland plant communities that have been designed, constructed managed by PRI follows:

- Blue Cross and Blue Shield of North Dakota
- FAA Automated Flight Service Station (Princeton)
- FarmAmerica
- Horace Chamberlain Farm (LeSueur)
- IBM Rochester
- Minnesota Historical Society's Kelley Farm
- Red Wing Shoe Company
- Scheff Residence
- Somerset Country Club
- Spring Hill Conference Center
- The Marsh: A Center for Fitness and Health
- Unimin Corporation
- USFWS: Sherburne National Wildlife Refuge
- Weyerhaeuser Museum (Little Falls)



Prairie Restorations, Inc. • P.O. Box 327 • Princeton, MN 55371
Office Phone: (612) 389-4342 • Nursery Phone: (612) 389-5733

Dedicated to Ecosystem Analysis, Restoration and Management

MEMO

TO: Mayor and City Council
FROM: Gary E. Brown *GB*
SUBJECT: Requests from Rivertown Days Committee
DATE: May 29, 1986

The Rivertown Days Committee is requesting the City Council get permission for the landing and taking off of the helicopter on the upper southwest ponding basin just off of Pleasant Drive where the hot air balloons took off from last year during Rivertown Days. At the time the agreement was prepared the Rivertown Days Committee had made arrangements with the Senior High School to take off from the parking lot, however, the school since has rescinded its earlier decision.

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City of Hastings, Minnesota
Dakota County, Minnesota

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received, publicly opened and read aloud by representatives of the City Council of Hastings, Dakota County, Minnesota, at the City Council Chambers at 100 Sibley Street, in said City at 2:00 P.M. C.D.S.T. on Tuesday July 1, 1986 for the following sealcoat work:

Approximately 8.6 miles of City Streets with 44,000 gallons of CRS-2 bituminous material and 2,360 tons of FA-2 (Torpedo Sand ASTM C33)

All bids are to be submitted on proposal forms furnished with specifications which are on file in the office of the City Engineer, 100 Sibley Street, Hastings, Minnesota 55033.

All bids shall be accompanied by a certified check, cash, or bid bond, in the amount of five per cent (5%) of the bid as a guarantee that the bidder will enter into a contract to perform said work.

The City Council will consider the award for said work at their regular meeting to be held on Monday, July 7, 1986 at 7:30 P.M. in the Council Chambers at 100 Sibley Street.

Dated at Hastings, Minnesota this 2nd day of June, 1986.

Gary E. Brown, City Administrator/Clerk

Publish: June 12 and June 19, 1986
Hastings Star Gazette

June 13 and June 20, 1986
Construction Bulletin

PROPOSAL

Sealcoat Surfacing of Various City Streets in the City of Hastings, Dakota County, Minnesota

Bids to be opened at 2:00 P.M. C.D.S.T. Tuesday, July 1, 1986

Proposed by: _____
_____, 1986

Honorable Mayor and City Council Members
City of Hastings
100 Sibley Street
Hastings, Minnesota 55033

Ladies and Gentlemen:

We propose to furnish all labor, material, skills and equipment necessary for the complete operations required to place bituminous sealcoat with aggregate specified and designated by plans prepared for the work dated June 2, 1986 and on file in the office of the City Engineer, 100 Sibley Street, Hastings, Minnesota 55033 and for the amounts as follows:

Item 1 Furnish and Spread 1700 tons of FA-2 (Torpedo Sand/ASTM C33) applied as specified.
1700 tons @ \$ _____ per ton \$ _____

Item 2 Spread only 660 tons of FA-2 (Torpedo Sand/ASTM C33) applied as specified. This material shall be hauled by this contractor from the City Garage site on Progress Drive. The City will furnish this aggregate.
660 tons @ \$ _____ per ton \$ _____

Item 3 Furnish and spread 44,000 gallons of CRS-2 Bituminous Material for sealcoat applied as specified.
44,000 gallons @ \$ _____ per gallon \$ _____

Total Amount of Bid (Items 1 through 3) \$ _____

PROPOSAL: SEALCOAT SURFACING OF VARIOUS CITY STREETS IN THE CITY OF
HASTINGS, DAKOTA COUNTY, MINNESOTA

It the proposal is accepted, we will execute a contract in the form specified and will furnish bond in the amount of the contract.

All addenda shall become a part of the bid. We, hereby, acknowledge
ADDENDUM NO. _____ AND NO. _____.

Accompanying this proposal is a bid security, the same being subject to the forfeiture according to Minnesota Statutes in the event of default by the undersigned.

We have examined the site of the work and are familiar with all conditions affecting the work.

Where there is a discrepancy between the written words and the numerals in the price bid, the City reserves the right to accept and give effect to the written words.

The City reserves the right to reject any or all bids, waive informalities in any bid and award the work in the best interest of the City.

If we are awarded the contract, we will complete all work prior to _____, 1986; but, in no case, later than September 1, 1986.

Respectfully submitted,

_____ FIRM NAME

_____ SIGNED BY

ADDRESS OF BIDDER: _____

_____ TELEPHONE NO. _____

SEALCOAT SPECIFICATIONS, 1986

Hastings, Minnesota

I. DESCRIPTION: The project will consist of providing a BITUMINOUS SEALCOAT and FA-2 (Torpedo Sand/ASTM-C33) Aggregate at 30 pounds/square yard, and CRS-2 BITUMINOUS MATERIAL at 0.28 gallons/square yard on approximately 8.6 miles of city streets as follows:

II. LOCATIONS:

- A. Second Street - Farm Street to CSAH #42
- B. 3rd Street - Farm Street to T.H. 61
- C. 4th Street - Farm Street to T.H. 61
- D. 5th Street - Farm Street to T.H. 61
- E. 6th Street - State Street to T.H. 61
- F. 7th Street - State Street to T.H. 61
- G. 8th Street - T.H. 55 to T.H. 61
- H. 9th Street - T.H. 55 to T.H. 61
- I. 10th Street - T.H. 55 to T.H. 61
- J. Eddy Street - 10th Street to 2nd Street
- K. Lock & Dam Road - 2nd Street to Public Access
- L. Spring Street - 10th St. to 2nd Street
- M. Ashland Street - 10th St. to 2nd Street
- N. Forest Street - 9th Street to 3rd Street
- O. Maple Street - T.H. 55 to 2nd Street
- P. Loesch Parking Lot at 5th & Eddy Street

Standard Specifications for Highway Construction dated 1978, "shall govern the work under this contract with modifications as specified herein.

The City "Street Department" shall do all patching and street cleaning necessary prior to application of sealcoat. The City will do final sweeping following the application. The contractor will not be required to do an extensive cleanup work; however, no sealcoat shall be applied unless and until clearance for commencement of work is provided for each part of the work. Also, aggregate spill and tracking shall be cleaned by the contractor from surfaces prior to application of bituminous material.

GENERAL CONDITIONS: Sealed bids will be received by the City Administrator at the City Offices, 100 Sibley Street, until 2:00 P.M. C.D.S.T. on July 1, 1986 and will be opened and read aloud immediately thereafter in the City Offices - 100 Sibley Street. The City Council will consider award of contract on Monday, July 7, 1986.

Bid must be submitted on the proposal forms furnished with the specifications. Unit prices must be shown in both words and numerals. All bids must be accompanied by a certified check, bidders bond, or cash in the amount of five percent (5%) of the amount of the total bid. This bid security is to serve as a guarantee that the successful bidder will enter into a contract with the City to perform said work in accordance with these specifications.

MATERIALS: All materials shall conform to and be applied in accordance with MHD Specifications as follows:

BITUMINOUS SEALCOAT	-	MHD 2356
CRS-2 BITUMINOUS MATERIAL	-	MHD 3151
FA-2 (TORPEDO SAND/ASTM-C33)	-	MDH 3127

Rate of Application shall be as follows - -

CRS-2 at 0.28 Gallons/Square Yard
FA-2 at 30 Pounds/Square Yard

Complete coverage of bituminous surface curb-to-curb or gutter-to-gutter and all fillets at curb radii shall be included.

METHOD OF MEASUREMENT: Bituminous material shall be measured by volume at 60° from manifest collected with each load, and paid for by the gallon as bid in the proposal.

Some aggregate exists at the City Garage on Progress Drive. This aggregate shall be used first and it will be paid for at the unit price bid. This price shall include loading and transporting it from Progress Drive to the sealcoating site.

Aggregate shall be paid for by the ton as bid in the proposal and measured by weight tickets provided with each load. This includes the remainder of the aggregate to be used and it shall include furnishing, hauling and spreading work.

TIME SCHEDULE: The contractor shall indicate the completion date in the appropriate spaces provided on the proposal form. The completion date may be taken into account in making award of contract, but shall not be later than September 1, 1986.

INSURANCE: The contractor shall take out and maintain such Public Liability and Property Damage Insurance as shall protect him from all claims for bodily injury, including accidental death, as well as from all claims for property damages arising from operations under this contract. The minimum limits of coverage which shall be required are --

- \$250,000 for injuries, including accidental death to any one person;
- \$500,000 for injuries, including accidental death resulting from any one accident;
- property damage in the amount of \$100,000 per accident and \$200,000 in the aggregate.

This policy shall include coverage for: Damage to or destruction of wires, conduits, pipes, mains, sewers, drains, or other similar property, or any apparatus or appurtenance in connection therewith, below the surface of the ground, if such damage or destruction is caused by or occurs during the use of mechanical equipment for the purpose of grading or land, excavating or drilling, or damage or destruction of property at any such time resulting therefrom.

AUTOMOBILE INSURANCE: The contractor shall take out and maintain Automobile Liability and Property Damage Insurance on all automobiles, trucks, and all other automotive equipment owned, rented, or borrowed and used in the work under this contract. The minimum limits of coverage which shall be required are --

- \$250,000 for injuries, including accidental death to any one person;
- \$500,000 for injuries, including accidental death resulting from any one accident;
- \$100,000 for property damage resulting from any one accident.

CONTRACTUAL LIABILITY: It shall be a part of this contract that the contractor shall indemnify and hold harmless the owner, and their officers, employees and agents from any and all claims, suits, actions, causes of action, liability, damages, losses, expenses or payments on account of bodily injury, sickness, death and property damage as a result of, or alleged to be a result of the contractor's operation in connection with this project.

OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE: The contractor shall take out and maintain Owner's Protective Liability and Property Damage Insurance in the name of the owner insuring against bodily injury, including accidental death, and property damage liability in the limits set forth above under Public Liability Insurance for which they may become legally obligated to pay as damages sustained by any persons, caused by accident and arising out of operations performed for the named insured by independent contractors and general supervision thereof.

BUILDER'S RISK, FIRE AND EXTENDED COVERAGE INSURANCE: If the nature of the project, or any portion thereof, is such that there is an insurable hazard, the contractor shall take out and maintain an "All-Risk" Builders Risk Policy on behalf of himself, the owner, and his sub-contractors on a completed value form.

COMPLETED OPERATIONS' COVERAGE: Completed Operations Coverage must be included for a period of not less than one year after the final acceptance of the completed work by the owner for the liability limits set forth above.

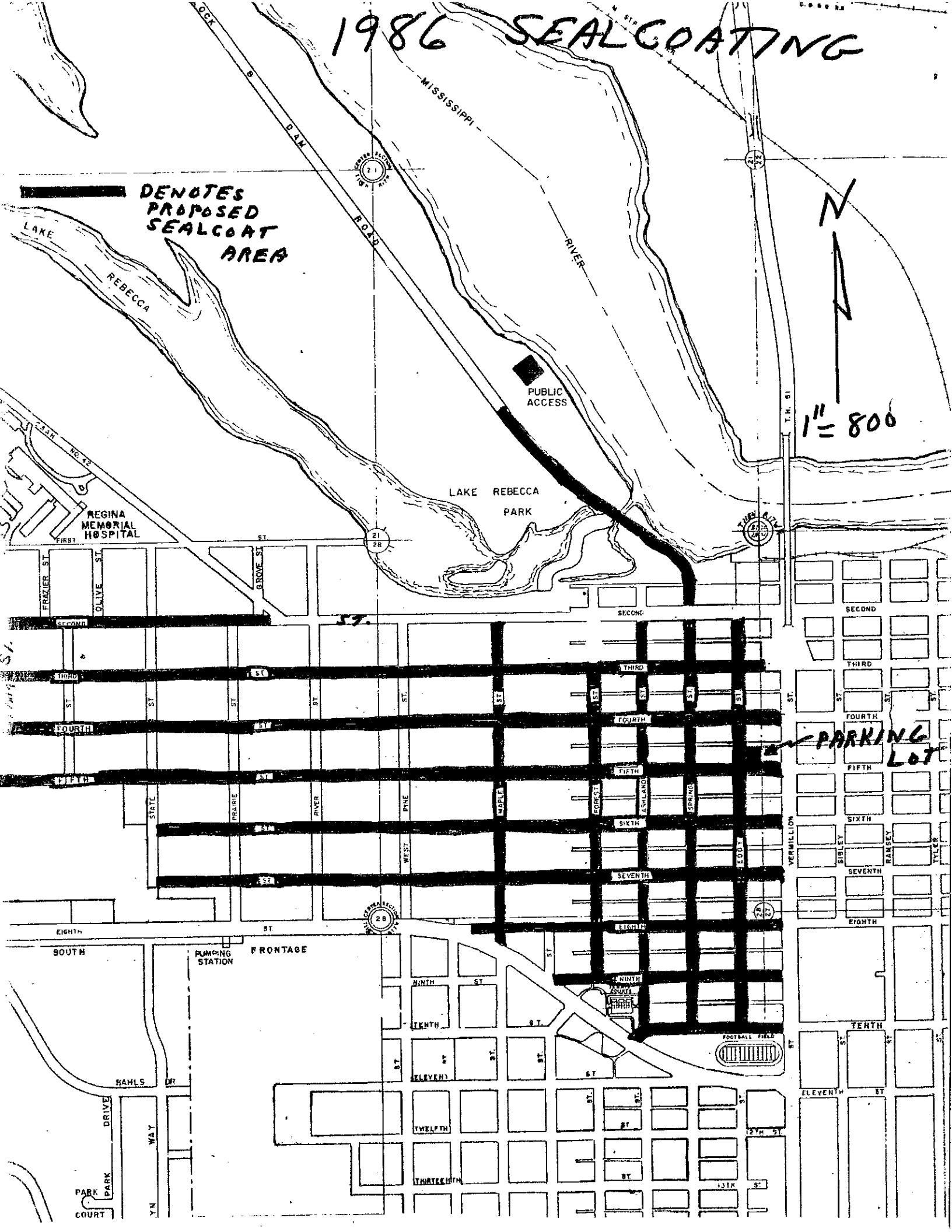
PROOF OF INSURANCE : Insurance Certificates proving that the above insurance is in force with companies, acceptable to the owner, and in the amounts required, shall be submitted to the Owner's Attorney for examination in sufficient time that they can be approved concurrently with the execution of the contract, after which they shall be on file with the owner. In addition to the normal information provided on the insurance certificates, they shall specially provide that:

1. A certificate will not be modified in any manner except upon ten (10) days prior written notice to the owner.
2. The contractual liability hazard has been insured.

CONTRACTOR'S BOND: A performance bond for the contract price with the sureties satisfactory to the city shall be required as outlined in MHD 1301.

CERTIFICATE OF STATE INCOME TAX WITHHOLDING: Final payment shall not be made until satisfactory showing is made that the Contractor has completed with the provisions of Minnesota Statutes, Section 290.92 (which provides that the wages of all employees employed by the Contractor and Subcontractors on the project be subjected to State Withholding, and that all monies so withheld and all returns required by said section, to date, be duly deposited or paid; and that all returns be duly filed with the Commissioner of Taxation). Such showing may be in the form of an affidavit from the Commissioner of Taxation, or by such other procedure as may be prescribed by the Commissioner of Taxation.

1986 SEALCOATING



MEMO

TO: Honorable Mayor and Members of the City Council
FROM: James J. Kleinschmidt, City Engineer
DATE: May 29, 1986
SUBJECT: South Hastings Addresses

Since writing the memo dated April 3, 1986 on the above subject, I have additional comments.

It appears that changing street names and/or addresses will generate concerns from the residents involved. It is suggested that the City Council consider setting a public hearing to consider changing the street addresses to the City's four digit system and to change 160th Street to 31st Street and upper 160th Street to 32nd Street.

It is suggested that this matter be considered soon because the city will soon begin sending water and sewer bills and it would be desirable to have the correct addresses on these bills right from the start.

cl

James J. Kleinschmidt

MEMO

TO: Mayor and City Council
FROM: Tom Harmening, City Planner
DATE: May 29, 1986
SUBJECT: South Hastings Addresses

In April of 1986 I received information and comments from the Engineering and Fire Department pertaining to an apparent problem with the house numbering system and street naming system particularly in South Hastings.

I referred this matter on to the Planning Commission for their review and comment. After considerable discussion the Planning Commission concurred that a problem did appear evident and some type of change apparently necessary but it was also felt any sweeping changes may be met with opposition from residents and or businesses affected as a house number and/or street name change would obviously require the property owner to alter various personal documents. Based on the potential problems in making house number or street name changes the Planning Commission felt that the matter should be referred back to staff for further review and analysis.

It seems evident that some type of change is necessary to provide a more consistent and understandable system than what is now in place. Any proposed change in the system, particularly a sweeping change (change in street names, as well as house numbers) should be made over a period time after public input as well as an educational process has been completed.

cl

MEMO

TO: TOM HARMENING, CITY PLANNER

FROM: J.J. KLEINSCHMIDT, CITY ENGINEER

SUBJECT: SOUTH HASTINGS ADDRESSES

DATE: APRIL 3, 1986

It is my understanding that the City of Hastings chose not to adopt the County Street numbering system but to stay with their own system. Because of this, it may be desirable to continue the City numbering system with the newly annexed areas. In this way we know that a three or four digit number is in the City Limits while a five digit number is outside the City Limits.

The memo from Chief Latch dated April 2, 1986 correctly addresses the problem and I believe solution no. 2 is the correct one. This solution changes the names of the County named roads (i.e. 160th St. to 31st St.) but leaves the house addresses on the City numbering system. Street names such as Malcolm, LeRoy, Lester, etc would not change but the house addresses would change to the city system. Upper 160th St. would change to 32nd Street.

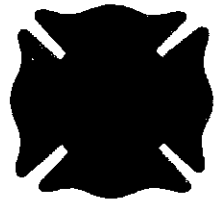
If the street name changes are made over a period of two years, we could add an additional sign to the street name posts. We could put a 31st St. sign onto the existing sign post at 160th St. so that this street is designated as 160th St. and 31st St. for a two year period and then the 160th St. sign would be removed.

James J. Kleinschmidt

jt



HASTINGS FIRE DEPARTMENT



DONALD C. LATCH, CHIEF
115 West 5th Street
Hastings, Minnesota 55033

Business Office (612) 437-5610

TO: Jim Kleinschmidt - City Engineer
FROM: D.C. Latch - Fire Chief
SUBJECT: South Hastings Addresses
DATE: April 2, 1986


It has been brought to my attention by the Rosemount Police Chief that the addresses issued by your office for homes/business along 160th Street may be duplications with existing addresses in Rosemount. This is significant since emergency calls for both Hastings and Rosemount are received at the Dakota County Sheriff's Dispatch Center.

Additionally, addresses on the north side of 160th would be three or four digit numbers (City numbering system) and five digit numbers on the south side of the street (County numbering system). This would not only be a concern for emergency services, but would be inconvenient for the post office and delivery services. I believe this problem should be addressed for all areas on the south end of the corporate limits. Much of this area is being developed or will soon be annexed to the City.

The two obvious solutions to this are to:

- (1.) Use the County numbering system as currently exists in Marshan and change City assigned addresses already issued for 160th Street.
- (2.) Conform to the remainder of the City using City assigned streets and corresponding numbering system. Either way, there will be some inconvenience to residents.

I can meet with you and the City Planner to discuss this problem. If you have any comments or questions, please call me.

 DCL:lh

cc:
G.P. Rosendahl
T. Harmening
G.E. Brown

LIQUOR LICENSES 1986-1987

<u>ON SALE</u>	<u>1st 6 Mo.</u>	<u>2nd 6 Mo.</u>	<u>Total</u>
Bradd H. McNaughton DBA Maco-B Liquors, Inc. 108 E. 2nd St.	1,150	1,150	2300
Linda Kay Hohenstein DBA Mississippi Belle 101 E. 2nd St.	1,150	1,150	2300
Gregory J. Langenfeld DBA Gregory's 1702 Vermillion St.	1,150	1,150	2300
Bierstube, Inc. DBA Bierstube 109 W. 11th St.	1,150	1,150	2300
J & B, Inc. DBA Friar Tuck's 1810 Vermillion St.	1,150	1,150	2300
Steve Ira Benowitz DBA The Bar 2101 Vermillion St.	1,150	1,150	2300
Theresa Loesch DBA Loesch's Bar, Inc. 412 Vermillion St.	1,150	1,150	2300
Pat Quinn's, Inc. DBA Hooligan's 411 Vermillion St.	1,150	1,150	2300
R & A Enterprises DBA House of Pillers 314 Vermillion St.	1,150	1,150	2300
McCabe's Pub 888 Bahls Drive	1,150	1,150	2300

LIQUOR LICENSES 1986-1987

<u>SUNDAY ON SALE</u>	<u>ANNUAL FEE</u>
Bradd H. McNaughton DBA Maco-B Liquors, Inc. 108 E. 2nd St.	200
Linda Kay Hohenstein DBA Mississippi Belle 101 E. 2nd St.	200
Gregory J. Langenfeld DBA Gregory's 1702 Vermillion St.	200
Bierstube, Inc. DBA Bierstube 109 W. 11th St.	200
J & B, Inc. DBA Friar Tuck's 1810 Vermillion St.	200
Steve Ira Benowitz DBA The Bar 2101 Vermillion St.	200
Theresa Loesch DBA Loesch's Bar, Inc. 412 Vermillion St.	200
Pat Quinn's, Inc. DBA Hooligan's 411 Vermillion St.	200
R & A Enterprises DBA House of Pillers 314 Vermillion St.	200
McCabe's Pub, Inc. DBA Mc Cabe's Pub 880 Bahls Drive	200
Hastings Country Club Westview Drive & Crest Lane	200
Nelson-Lucking Post 47 American Legion Club 50 Sibley St.	200
Fraternal Order of Eagles 1220 Vermillion St.	200
Lyle Russel Post 1210 Veterans of Foreign Wars 322 E. 2nd St.	200

LIQUOR LICENSES 1986-1987

OFF SALE

ANNUAL FEE

Family Liquor Store
DBA Freiermuth Liquor Store
414 Vermillion St.

200

Bradd H. McNaughton
DBA Maco-B Liquors, Inc.
108 E. 2nd St.

200

Arne M. & Dorothy J. Tunheim
DBA Vermillion Bottle Shop
2101 Vermillion St.

200

William J. Zuzek
DBA House of Wines
1300 Vermillion St.

200

J S & D Corporation
DBA Westview Liquors
1300 Frontage Road South

200

Theresa Loesch
DBA Loesch's Bar, Inc.
412 Vermillion St.

200

J & B, Inc.
DBA Friar Tuck's
1810 Vermillion St.

200

Pat Quinn's, Inc.
Hooligan's
411 Vermillion St.

200

R & R, Inc.
DBA Liquor Locker
1292 North Frontage Road

200

CLUB ON SALE

Fraternal Order of Eagles
1200 Vermillion St.

128 members

300

Hastings Country Club, Inc.
Westview Drive & Crest Lane

575 members

650

Nelson-Lucking Post 47
American Legion Club
50 Sibley St.

545 members

650

Lyle Russel Post 1210
Veterans of Foreign Wars
322 E. 2nd St.

406 members

500

LIQUOR LICENSES 1986-1987

WINE LICENSES

ANNUAL FEE

Mr. C's
William E. Caturia
2108 Vermillion St.

200

Carol Jean Manninen
DBA Heinen's Tavern
223 Sibley (Masonic Black Mall)

200

3.2 BEER LICENSES 1986-1987

Red Owl Store
Midtown Shopping Center

Off Sale

\$25.00

Don's Super Value
Westview Shopping Center

Off Sale

25.00

Duff's Market
2007 Wabasha Street

Off Sale

25.00

Regina Memorial Hospital
Nininger Road

Off Sale

25.00

Super Store
1290 North Frontage Road

Off Sale

25.00

Convenience Store
2124 Vermillion Street

Off Sale

25.00

Jet Station
1421 Vermillion Street

Off Sale

25.00

Pizza Hut
1330 South Frontage Road

On Sale

100.00

Mr. C's
2108 Vermillion Street

On Sale

100.00

Carol Jean Manninen
DBA Heinen's Tavern
223 Sibley (Masonic Block Mall)

On & Off Sale

125.00

MEMO

TO: Members of the City Council & Housing and Redevelopment Authority
FROM: John Grossman, Hastings HRA
SUBJECT: May 22 Meeting on Proposed Elderly Residence in Downtown Hastings
DATE: May 28, 1986

Present at the Meeting: Lester Fair & David Wolterstorff, Harbor Place Partnership
Barb Portwood, Holmes & Graven
Donna Smiler, Miller & Schroeder Financial
Rebecca Yanisch, Public Financial Systems
Tom Harmening, Hastings City Planner
William Wendler, Chairman HRA.
John Grossman, Director HRA
Mark Ulfers, Director Dakota Co. HRA

The purpose of the meeting was to review the eligibility of this proposal for

- (1) Tax exempt bond financing
- (2) Tax increment financing of interest reduction, site improvements, and property writedown.

The second purpose was to outline the sequence of actions required on the part of the developer, the City, the bonding authority, and the HRA together with an estimate of the schedule.

Implications of Tax Revision

The House and Senate Tax Bills now under consideration raise serious questions about the feasibility of the financing structure and methods proposed for this project. Among the issues raised by these bills are: A state-wide cap on the value of tax exempt bonds for private purposes: A requirement that the bond proceeds be spent primarily for hard costs, requirement that 5% of the bond proceeds be spent within 30 days of the date of issuance, reduction in the tax advantages of limited partnerships, and extension of the depreciation. Before final passage of a bill by both houses, possibly in August, investors and financial institutions will be very cautious. Donna Smiler will be investigating alternate ways of structuring the financing based on the current version of the bills.

New State Regulations on Tax Increment Funds: Under new regulations tax increment funds may be used for an interest rate reduction or for site preparation but not for both. Because the property was purchased before the 1986 legislative session, a property writedown would not be affected. As a result it will have to be determined whether the interest rate reduction or the site preparation costs would be more advantageous to the project. The interpretation of what constitutes site preparation is fairly strict.

Market Analysis;

The financial consultants advised that the developer must complete a formal market analysis before financial planning can proceed. The analysis and survey

Proposed Elderly Residence

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will indicate the market for the number and type of units, acceptable levels of rent, and the amenities expected by prospective tenants. These figures are required for building design, construction costs, and building income calculations. And until those calculations are completed the amount and type of HRA assistance cannot be determined. A market analysis and survey will take 60 to 90 days.

Summary

Until the HRA receives concrete financial and market information, they will not be able to consider the type and amount of assistance required by the project. Work can be started on interest reduction regulations. Until the tax law is passed the developers financial plans will remain tentative but likely options can be explored. In the meantime, the developer can proceed with the market analysis.

Downtown will have to be rezoned to provide for a variety of multi-unit housing types. Although rezoning would be required for this particular project, other potential projects would benefit equally so there is no reason to wait. The City Planner is drafting a revision at this time.

It looks like the developer will not be able to firm up any plans until this fall and that construction, if feasible, would not begin until the spring of 1987.

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