

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

# May 2001

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Council-7 p.m.

HRA-7 p.m.

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Planning-7 p.m.

HPC-7 p.m.  
NRRC-7 p.m.

Energy-7 p.m.

Industrial Park-  
7:30 a.m.

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Council-7 p.m.

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Holiday



**VIII. REPORTS FROM CITY STAFF:**

**A. Public Works**

1. Approve Lock and Dam Access Road Maintenance Agreement with Corps of Engineers and Authorize Signing of Agreement
2. Approve Special Warranty Deed for Koch Tank Farm Property and Authorize Signing of Document
3. Award Contract—Lock and Dam Access Road and Riverfront Trail Improvements

**B. City Planner**

1. Ordinance Amendment—Chapter 4 Construction Regulations (Sec 4.15 Accessory Structures)
2. Ordinance Amendment—Chapter 4 Construction Regulations (Amending Sec. 4.03 Certificate of Survey; Amending Sec. 4.04 Certificate of Occupancy; Adding Sec. 4.16 Erosion Controls; Adding Sec. 4.17 Survey inspections; Adding Sec. 4.18 Street Sweeping; Adding Sec. 4.19 Trash and Debris )
3. Ordinance Amendment - Chapter 11 Subdivision Ordinance (Repealing and Replacing Section 11.01 - 11.06)
4. Resolution—Century South EAW - EIS Determination
5. Resolution—Riverdale Access Agreement
6. Resolution—Establish Street Sweeping Fees and Reinspection Fees

**C. Administrator**

1. Personnel Policy Amendment
2. Parks Maintenance Garage—Approve Project to Proceed and Authorize Preparation of Plans & Specifications and Authorize Advertisement for Bids
3. Resolution—Authorizing the Sale of Bonds to Construct a Parks Maintenance Garage
4. Ordinance Amendment—Repeal of Chapter 1306 of State Building Code, Special Fire Protection Systems

**IX. COMMENTS FROM AUDIENCE:**

**X. UNFINISHED BUSINESS:**

**XI. NEW BUSINESS:**

**XII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS:**

**XIII. ADJOURNMENT:**

**Next Regular City Council Meeting on Monday, April 16, 2001**

**Hastings, Minnesota**  
**April 2, 2001**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, April 2, 2001 at 7:00 p.m. in the City Hall Council Chambers, 101 4<sup>th</sup> Street East, Hastings, Minnesota

**Members Present:** Councilmembers, Schultz, Hazlet, Hicks, Riveness, Yandrasits & Moratzka  
Mayor Werner

**Members Absent:** None

**Staff Members Present:** Dave Osberg, City Administrator;  
Shawn Moynihan, City Attorney;  
Matt Weiland, City Planner  
Mike McMenemy, Police Chief  
Valerie Scharfe, Sergeant  
and Melanie Mesko, Administrative Assistant/City Clerk

**Approval of Minutes**

Mayor Werner asked if there were any corrections or additions to the minutes of the regular meeting of March 19, 2001. Councilmember Riveness noted a incorrect vote recording. The minutes were approved as amended.

**Consent Agenda**

Moved by Councilmember Riveness, seconded by Councilmember Yandrasits, to approve the Consent Agenda as presented.

7 Ayes; Nays, None.

1. All Bills As Audited
2. Appointments to Heritage Preservation Commission
3. Pay Estimate #4, Repainting 4<sup>th</sup> Street Elevated Water Storage Tank, Champion Coatings, Inc., \$5,950
4. Resolution No. 4/1/01-Authorizing Media One of the Upper Midwest to Temporarily Operate the Cable Communications System
5. Resolution No. 4/2/01-"Minnesota Cities: Building Quality Communities"
6. Resolution No. 4/3/01-Support for Legislation Directing the Department of Administration to Adopt a Building Code for Rehabilitation of Historic Structures
7. Declare Excess Property for City Auction Saturday, May 5th, 2001
8. Resolution No. 4/4/01-Approving One-Day Gambling Permit for Jack J. Jorgensen Charitable Trust for July 23, 2001
9. Approval of Transfer of Amusement Device License—Pizza Hut



**Hearing—Pawn Shop License**

George May, legal representation for Old Mill Pawn Shop, requested a delay in the hearing to allow for preparation of evidence. Korine Land, City representation, stated that the City was ready to proceed with the hearing, but would not object to a hearing at a later date.

Moved by Councilmember Hazlet, seconded by Councilmember Yandrasits, to schedule a Special City Council meeting for Monday, April 16, 2001 at 4:00 p.m.  
7 Ayes; Nays, None.

**First Reading/Order Public Hearing—Chapter 4 Construction Regulations (Section 4.15—Accessory Structures)**

**First Reading/Order Public Hearing—Chapter 4 Construction Regulations (Amending Section 4.03—Certificate of Survey; Amending Section 4.04—Certificate of Occupancy; Adding Section 4.16—Erosion Controls; Adding Section 4.17—Survey Inspections; Adding Section 4.18—Street Sweeping; Adding Section 4.19—Trash & Debris)**

**First Reading/Order Public Hearing—Chapter 11—Subdivision Ordinance (Repealing & Replacing Section 11.01-11.06)**

Moved by Councilmember Yandrasits, seconded by Councilmember Moratzka, to approve the first readings and order public hearings for April 16, 2001.  
7 Ayes; Nays, None.

**EAW Distribution—South Pines IV**

Moved by Councilmember Yandrasits, seconded by Councilmember Riveness to approve the EAW distribution for South Pines IV, with language added to clarify that this action is not tacit Council approval of expanding City boundaries.  
7 Ayes; Nays, None.

**First Reading/Order Public Hearing—Repealing Chapter 1306**

Moved by Councilmember Schultz, seconded by Councilmember Yandrasits, to approve as presented.  
7 Ayes; Nays, None.

**Establish Committee to Review Certain Fire & Building Code Regulations**

Staff was directed to prepare charter requirements for the committee for Council approval before the committee is established.

**Reports from City Committees, Officers, Councilmembers**

City Administrator Osberg noted that staff continues to monitor the flood situation and will keep the Council updated. Current projections are approximately ½ foot below those of a few weeks ago, but those can change.

**Adjournment**

Moved by Councilmember Riveness, seconded by Councilmember Yandrasits, to adjourn the meeting at 7:42 p.m.

7 Ayes; Nays, None.

ATTEST

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## CITY OF HASTINGS

## FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	HASTINGS AREA CHAMBE	FEB LODGING TAX (6 OF 5)	6,997.63
	MCES	MARCH SAC 11 UNITS	12,523.50
	Total for Department		19,521.13*
COUNCIL	FILTERFRESH	COFFEE SERVICE	180.00
COUNCIL	LEVEE CAFE	LUNCHEON	199.57
COUNCIL	OSBERG, DAVID M.	DONUTS FOR STAFF WORKSHO	15.90
COUNCIL	TWIN CITY AREA LABOR	ANNUAL MEMBERSHIP	300.00
	Total for Department 6011		695.47*
ADMINISTRATION	AT&T	MARCH LONG DISTANCE	17.23
ADMINISTRATION	BOISE CASCADE OFFICE	CALCULATOR/PENS/SHEARS	50.07
ADMINISTRATION	BOISE CASCADE OFFICE	INDEX CARDS	106.45
ADMINISTRATION	BOISE CASCADE OFFICE	LABEL TAPE/DIARY	234.17
ADMINISTRATION	BOISE CASCADE OFFICE	PAPER	245.63
ADMINISTRATION	BOISE CASCADE OFFICE	RETURN PAPER ROLL	-4.99
ADMINISTRATION	FARMER BROS CO.	COFFEE	23.92
ADMINISTRATION	GILLASPIE ADVERTISIN	ENGINEERING SPEC BOOKS	18.11
ADMINISTRATION	IKON OFFICE SOLUTION	COPIER 3/22-4/22/01	220.99
ADMINISTRATION	IKON OFFICE SOLUTION	FAX MAINT 3/28-6/28/01	152.78
ADMINISTRATION	SPRINT	MARCH PHONE	1,066.53
	Total for Department 6020		2,130.89*
CITY CLERK	ALLINA MEDICAL CLINI	HEP B, HUGHES/ RANDOM M	102.00
CITY CLERK	ALLINA MEDICAL CLINI	HEP/ SALO, SHOEN, NIEBUR	195.00
CITY CLERK	ALLINA MEDICAL CLINI	HEPATITIS, HEUSSER, CONZ	129.50
CITY CLERK	HASTINGS STAR GAZETT	CONST REGS	29.00
CITY CLERK	HASTINGS STAR GAZETT	CONST REGS-ACCESSORY STR	21.75
CITY CLERK	HASTINGS STAR GAZETT	FIRE PROTECTING SYSTEMS	14.50
CITY CLERK	HASTINGS STAR GAZETT	LOCK & DAM RD IMPROVEMEN	67.50
CITY CLERK	HASTINGS STAR GAZETT	SUBDIVISION PLATTING	21.75
CITY CLERK	LABCORP OTS INC - ME	RANDOM DRUG SCREENS	175.00
CITY CLERK	SOFTWARE TAILORS, IN	PRINTERS	453.78
CITY CLERK	STAR TRIBUNE	ADV PARK REC ASST	1,414.40
	Total for Department 6040		2,624.18*
FINANCE	GOV'T ACCT. STANDARD	SUBSCRIPTION RENEWAL	160.00
FINANCE	GOVT FINANCE OFFICER	2 GAAFR & STUDY GUIDE	206.00
FINANCE	HLB TAUTGES, REDPATH	GASB 34 IMPLEMENTATION	250.00
FINANCE	KERN, DeWENTER, VIER	INTERIM BILLING	10,000.00
FINANCE	MN SOCIETY OF CPA'S	ANNUAL DUES	115.00
FINANCE	MN TREASURY MANAGEME	ANNUAL CONF; CHAR STARK	195.00
FINANCE	WELLS FARGO BROKERAG	SAFEKEEPING FEES	35.75
	Total for Department 6050		10,961.75*
CITY FACILITIES	ELECTRO WATCHMAN, IN	MONITORING	57.51
CITY FACILITIES	GERRY'S FIRE PROTECT	EXTINGUISHER INSPECTION	87.68
CITY FACILITIES	GRAINGER, W.W. INC.	GLASS CLEANER	38.44
CITY FACILITIES	LIFEWORCS SERVICES I	JANITORIAL SERVICES	63.68
CITY FACILITIES	REIS, INC	SUPPLIES	20.55
CITY FACILITIES	SCHILLING PAPER CO.	PAPER SUPPLIES	173.09

CITY OF HASTINGS  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY FACILITIES	TELECOMMODITIES, INC	2 TELEPHONES	200.00
CITY FACILITIES	TERRY'S ACE HARDWARE	SUPPLIES	4.35
CITY FACILITIES	U.S. FLAG ETIQUETTE	YEARLY REGISTRATION	60.00
CITY FACILITIES	VOSS LIGHTING	LAMP	79.78
	Total for Department 6080		785.08*
CITY FACILITIES LIGH	DAKOTA ELECTRIC ASSN	MARCH ELECTRIC	17.10
	Total for Department 6081		17.10*
POLICE	AT&T	MARCH LONG DISTANCE	150.74
POLICE	BIRCHEN ENTERPRISES	OIL CHANGE	73.96
POLICE	BIRCHEN ENTERPRISES	SERVICE	81.45
POLICE	CITY OF HASTINGS	POSTAGE, SUPPLIES	30.29
POLICE	DAKOTA COUNTY TECH C	BUKKILA CONNELL DRIVING	600.00
POLICE	DAKOTA COUNTY TECH C	DOFFING EVANS DRIVING SC	340.00
POLICE	DAKOTA COUNTY TECH C	FALL SHOOT 2000	240.00
POLICE	DAKOTA COUNTY TECH C	HICKS DRIVING SCHOOL	170.00
POLICE	DAKOTA COUNTY TECH C	MUNSON	170.00
POLICE	DAKOTA COUNTY TECH C	PUCH WUOLLET DRIVING SCH	340.00
POLICE	DAKOTA COUNTY TECH C	TOLLEFSON DRIVING SCHOOL	170.00
POLICE	ELECTRO WATCHMAN, IN	ALARM MONITOR	57.51
POLICE	EMERGENCY VEHICLE SU	RADAR CAR UPGRADE	522.04
POLICE	EMERGENCY VEHICLE SU	RADIO	93.99
POLICE	GERRY'S FIRE PROTECT	INSPECTION	16.81
POLICE	GRAPHIC DESIGN	ENVELOPES	135.26
POLICE	GRAPHIC DESIGN	STAMPS	33.47
POLICE	HASTINGS VEHICLE REG	TAB RENEWAL	8.50
POLICE	IKON OFFICE SOLUTION	COPIER 3/22-4/22/01	110.49
POLICE	IMPERIAL COUNTERS IN	MELAMINE BOARDS	25.00
POLICE	JACK'S UNIFORM EQUI	V SCHARFE UNIFORM	180.75
POLICE	MN CHIEFS OF POLICE	PERMITS	55.25
POLICE	MN DEPT OF PUBLIC SA	CJDN/CJIS CONNECTION	390.00
POLICE	MURR, LILY	MEAL REIMBURSE/SCHOOL	27.10
POLICE	MURR, LILY	PARKING REIMBURSE	48.00
POLICE	MURR, LILY	REIMBURSE BODY ARMOR	634.95
POLICE	PETERSEN, ROXANN	UNIFORM ALLOWANCE	130.10
POLICE	REGINA MEDICAL CENTE	BLOOD TEST	44.75
POLICE	REGINA MEDICAL CENTE	BLOOD TEST/ ELLEFSON	44.75
POLICE	SPRINT	MARCH PHONE	1,629.32
POLICE	SURVIVALINK CORP.	ELECTRODES	207.70
POLICE	TROPHIES PLUS	PARTNERS IN SERVICE	74.55
POLICE	VERIZON WIRELESS, BE	CELL PHONES	57.24
POLICE	WOOD, NATHAN	VEST REIMBURSEMENT	634.95
	Total for Department 6210		7,528.92*
BUILDING	CORPORATE EXPRESS	CRT RISER STAND	47.26
BUILDING	EMERGENCY VEHICLE SU	SWITCH RADIOS	87.36
BUILDING	GERRY'S FIRE PROTECT	FIRE EXTINGUISHERS	155.49
BUILDING	SOLUTIONS 4SURE INC.	REWRITABLE EIDE	181.44
BUILDING	SOLUTIONS 4SURE INC.	SCANNER	281.34

CITY OF HASTINGS  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
BUILDING	SOFTWARE TAILORS, IN FRONTIER WORKSTATION		1,551.15
	Total for Department 6240		2,304.04*
HOUSING INSPECTION	LAKE COUNTRY CHAPTER ICBO NON-STRUCTURAL PROV		175.00
	Total for Department 6245		175.00*
ANIMAL CONTROL	TOP DOG INC.	ANIMAL CONTROL	1,200.00
	Total for Department 6270		1,200.00*
ENGINEERING	BOISE CASCADE OFFICE	FILE LABELS	26.84
ENGINEERING	GRAPHIC DESIGN	BUSINESS CARDS	95.85
ENGINEERING	GURNEY, DAVID	MPWA SPRING CONFERENCE	75.00
ENGINEERING	ITASCA GROUP, INC.	ENG SERVER, EXTERNAL BAC	13,166.75
ENGINEERING	LASERSHARP, INC.	REPAIR PRINTER	37.50
ENGINEERING	MIKISKA, BRAD	MOTOROLA RADIOS	302.91
ENGINEERING	NORTHSTAR REPRO PROD	INK CARTRIDGES	630.67
ENGINEERING	NORTHSTAR REPRO PROD	PENCILS	26.67
ENGINEERING	SOKKIA MEASURING SYS	ELECTRONIC FIELD BOOK	15,969.69
ENGINEERING	UNIVERSITY OF MINNES	MPWA CONFERENCE REGISTRA	130.00
ENGINEERING	VECTOR INTERNET SERV	FEB & MAR	543.38
ENGINEERING	WOLFE, JUSTIN	COOKIES FOR NEIGHBORHOOD	19.12
	Total for Department 6311		31,024.38*
STREETS	ANDERSEN, E.F. & ASS	BRACKETS	152.08
STREETS	AT&T	MARCH LONG DISTANCE	13.70
STREETS	BUMPER TO BUMPER	RUBBER MAT	34.06
STREETS	CAMAS MINNESOTA INC.	SAFETY GRIT	179.77
STREETS	FARMERS UNION CO-OP	BLUE GREASE	168.27
STREETS	G & K SERVICES	MATS & TOWELS	87.82
STREETS	GERRY'S FIRE PROTECT	INSPECTION, CHEMICALS	341.24
STREETS	GRAINGER, W.W. INC.	DRAIN VALVE	50.11
STREETS	GRAINGER, W.W. INC.	SELF IGNITING TORCH	27.60
STREETS	HASTINGS FORD-JEEP-B	NERF BAR/MUD FLAPS	433.60
STREETS	IMPERIAL INC	AIR HOSE	262.15
STREETS	IMPERIAL INC	TRUCK WASH/AIR HOSE	24.86
STREETS	KREMER SPRING & ALIG	SPRING, PINS, BOLTS	945.95
STREETS	MOTOR PARTS SERVICE	BELT	37.74
STREETS	MOTOR PARTS SERVICE	FILTER	26.40
STREETS	MOTOR PARTS SERVICE	FILTERS	22.53
STREETS	MOTOR PARTS SERVICE	FITTINGS/REGULATOR	16.26
STREETS	MOTOR PARTS SERVICE	FUSES	10.55
STREETS	MOTOR PARTS SERVICE	PARTS	2.87
STREETS	MOTOR PARTS SERVICE	SWITCH	16.07
STREETS	MOTOR PARTS SERVICE	TAPPER SET	33.12
STREETS	NIEBUR IMPLEMENT CO	PLUG, OIL, FILTER	77.70
STREETS	O'BRIEN, JOE CHEVROL	FILTER KIT	36.51
STREETS	O'BRIEN, JOE CHEVROL	GASKET	2.66
STREETS	PAGE, GREG	SAFETY BOOTS	104.99
STREETS	RIVERTOWN EYE CLINIC	PAT ORMAN SAFETY GLASSES	124.00
STREETS	ROCHESTER SAND & GRA	COLD MIX	534.46

CITY OF HASTINGS  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
STREETS	SOFTWARE TAILORS, IN 17 "	MONITOR	252.41
STREETS	SPRINT	MARCH PHONE	261.84
STREETS	UNIVERSITY OF MINNES BIRK:	SHADE TREE COURSE	125.00
STREETS	UNIVERSITY OF MINNES PAGE:	SHADE TREE COURSE	125.00
	Total for Department 6312		4,531.32*
STREET LIGHTING	DAKOTA ELECTRIC ASSN MARCH	ELECTRIC	817.73
STREET LIGHTING	GRAYBAR ELECTRIC	TAPE/PLIERS/LAMP/WIRE	659.24
STREET LIGHTING	SPRING CITY ELECTRIC	GLOBE, REFRACTOR	875.00
STREET LIGHTING	XCEL ENERGY	MARCH ELECTRIC	9,647.90
	Total for Department 6313		11,999.87*
Senior Center	ELECTRO WATCHMAN, IN ALARM	MONITOR	57.51
	Total for Department 6521		57.51*
RECYCLE/COMPOST	GILLASPIE ADVERTISIN SIGNS	FOR CLEANUP DAY	411.80
	Total for Department 6619		411.80*
	Total for Fund 101		95,968.44*
PARKS/RECREATION	AT&T	MARCH LONG DISTANCE	8.04
PARKS/RECREATION	ELECTRO WATCHMAN, IN ALARM	MONITOR	115.02
PARKS/RECREATION	GREENIMAGE	FILTERS	23.60
PARKS/RECREATION	GERLACH SERVICE, INC.	ELEMENT, AIR FILTER	11.05
PARKS/RECREATION	IKON OFFICE SOLUTION	COPIER 3/22-4/22/01	110.49
PARKS/RECREATION	MCNAMARA, MARTY	COMPUTER TRAINING	195.00
PARKS/RECREATION	MTI DISTRIBUTING COM	SUPPLIES	928.52
PARKS/RECREATION	SIMPLOT PARTNERS	FERTILIZER	6,111.91
PARKS/RECREATION	SMITH KEVIN	CONFERENCE EXPENSES	480.09
PARKS/RECREATION	SPRINT	MARCH PHONE	172.75
PARKS/RECREATION	UNIVERSITY OF MINNES	REGISTRATION J STEVENS/	80.00
PARKS/RECREATION	XCEL ENERGY	MARCH ELECTRIC	73.91
	Total for Department 6520		8,310.38*
	Total for Fund 200		8,310.38*
AQUATIC CENTER	ADOLPH KIEFER & ASSO	POOL SUPPLIES	321.47
AQUATIC CENTER	AMERICAN RED CROSS	LIFEGUARD BRIDGE COURSE	300.00
AQUATIC CENTER	ELECTRO WATCHMAN, IN	AQUATIC CTR QTRLY ALARM	79.88
AQUATIC CENTER	GRAPHIC DESIGN	FLYERS	8.73
	Total for Department 6511		710.08*
	Total for Fund 201		710.08*
CULTURE/RECREATION	AURAN, PAUL	1ST QTR; 12 MEETINGS; CO	600.00
CULTURE/RECREATION	MOSS & BARNETT	LEGAL FEESFOR CABLE REN	112.50
	Total for Department 6560		712.50*
	Total for Fund 205		712.50*

CITY OF HASTINGS  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CULTURE/RECREATION	HASTINGS ACCESS CORP	ACCESS SUPPORT	20,000.00
		Total for Department 6560	20,000.00*
		Total for Fund 206	20,000.00*
HISTORIC PRESERVATIO	CORPORATE EXPRESS	PIONEER ROOM PPR	269.71
HISTORIC PRESERVATIO	MN HISTORICAL SOCIET	DUES/SUBSCRIPTION	20.00
		Total for Department 6638	289.71*
PIONEER ROOM	IKON OFFICE SOLUTION	COPIER 3/22-4/22/01	110.49
		Total for Department 6641	110.49*
		Total for Fund 210	400.20*
E	AMERIPRIDE LINEN & A	SUPPLIES	21.30
FIRE	AT&T	MARCH LONG DISTANCE	55.83
FIRE	CHIEF SUPPLY	HOOD NFPA	44.99
FIRE	COUNTY MARKET	COFFEE	99.04
FIRE	EMERGENCY APPARATUS	REPAIRS 1481	40,292.97
FIRE	FAIR OFFICE WORLD	OFFICE SUPPLIES	155.03
FIRE	FAIR OFFICE WORLD	OFICE SUPPLIES	104.52
FIRE	FIRE INSTRUCTORS ASS	BOOKS FOR BLDG CONST CLA	262.30
FIRE	FIRE EQUIPMENT SPECI	BOOTS	71.95
FIRE	FIRE EQUIPMENT SPECI	FIRE BOOTS	71.95
FIRE	GRAPHIC DESIGN	ENVELOPES	53.25
FIRE	IOS CAPITAL	SAVIN	180.50
FIRE	IKON OFFICE SOLUTION	COPIER 3/22-4/22/01	110.49
FIRE	KNOLL, MARK	STATE FIRE SCHOOL	126.50
FIRE	LAKE SUPERIOR COLLEG	FIRE SCHOOL REGISTRATION	510.00
FIRE	METRO FIRE, INC.	ADAPTER STINGER	188.27
FIRE	METRO FIRE, INC.	AKRON SUPPLIES	99.32
FIRE	METRO FIRE, INC.	STORZ MOUNTING PLATE	244.81
FIRE	MN FIRE SERVICE CERT		90.00
FIRE	MOTOR PARTS SERVICE	REPAIRS	97.17
FIRE	REGINA MEDICAL GROUP	HEP B	246.00
FIRE	RIVERLAND COMMUNITY	TRAINING MESAROS	29.73
FIRE	SO. CENTRAL TECH COL	TRAINING	140.00
FIRE	SPRINT	MARCH PHONE	490.64
FIRE	VERIZON WIRELESS, BE	CELLULAR	132.81
FIRE	WHITEWATER WIRELESS,	RADIO PROGRAMMING	180.21
		Total for Department 6220	44,099.58*
AMBULANCE	KLEIN, ROBERT	REFUND	566.26
AMBULANCE	LAKELAND TRUCK CENTE	REPAIRS	258.04
AMBULANCE	MOORE MEDICAL CORP.	AMB SUPPLIES	365.31
AMBULANCE	MOORE MEDICAL CORP.	VAC STARTER KIT	558.07
AMBULANCE	PRAXAIR DISTRIBUTION	OXYGEN	406.05
AMBULANCE	REGINA MEDICAL CENTE	REFUND OVERPAYMENT; JACO	30.69
AMBULANCE	SARAZIN, THEODORE	REFUND	40.94
AMBULANCE	SOUTH EAST TOWING IN	TOWING SERVICE	335.48

CITY OF HASTINGS  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AMBULANCE	VALLEN SAFETY SUPPLY	EQUIP CALIBRATION	417.50
AMBULANCE	VECTOR INTERNET SERV	INTERNET	79.95
	Total for Department 6230		3,058.29*
	Total for Fund 213		47,157.87*
MISCELLANEOUS	FIRSTAR TRUST COMPAN	HRA 98A	175.00
	Total for Department 6800		175.00*
	Total for Fund 301		175.00*
OTHER SERVICES/CHARG	CONSTRUCTION BULLETI	AD FOR BID LOCK & DAM RD	176.04
OTHER SERVICES/CHARG	CONSTRUCTION BULLETI	AD FOR BID LOCK& DAM RD	176.04
OTHER SERVICES/CHARG	FREDRIKSON & BYRON P	ATTORNEY SERVICE	2,317.50
	Total for Department 6700		2,669.58*
	Total for Fund 400		2,669.58*
ADMINISTRATIVE/UNALL	TKDA ENGINEERS	DESIGN WORK	6,602.53
ADMINISTRATIVE/UNALL	TKDA ENGINEERS	DESIGN WORK FOR JT MAINT	22,585.67
ADMINISTRATIVE/UNALL	TKDA ENGINEERS	SURVEY WORK	583.71
	Total for Department 6072		29,771.91*
	Total for Fund 401		29,771.91*
REDEVELOPMENT	BIRCHEN ENTERPRISES	BALANCE PURCHASE BIRCHEN	249,500.00
	Total for Department 6635		249,500.00*
PUBLIC IMPROVEMENTS	DAKOTA COUNTY TREASU	STREET ASSESSMENTS	271.24
	Total for Department 6636		271.24*
	Total for Fund 402		249,771.24*
OTHER SERVICES/CHARG	EMERGENCY VEHICLE SU	CHANGE OVER OF NEW SQUAD	2,815.45
	Total for Department 6700		2,815.45*
	Total for Fund 403		2,815.45*
ADMINISTRATION	DAY-TIMERS, INC.	FILLERS FOR CALENDAR	39.91
	Total for Department 6631		39.91*
REHABILITATION	CRAFT, RONALD	REIMBURSEMENT EXTERIOR I	500.00
REHABILITATION	BRUCE SWANLUND	4TH DRAW ON REHAB LOAN	4,584.64
	Total for Department 6633		5,084.64*
REDEVELOPMENT	BRADLEY & DEIKE PA	LEGAL SERVICES	62.50
	Total for Department 6635		62.50*
	Total for Fund 404		5,187.05*



CITY OF HASTINGS  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
OTHER SERVICES/CHARG	HARDWOOD CREEK LUMBE HUBS, LATH		646.20
	Total for Department 6700		646.20*
	Total for Fund 491		646.20*
OTHER SERVICES/CHARG	KNUTSON,RICHARD INC	99 CONSTRUCTION FINAL PA	39,044.35
	Total for Department 6700		39,044.35*
	Total for Fund 499		39,044.35*
	BAUM, JERALD	REFUND 1913 FOREST ST	104.48
	BOURKE, ANN	REFUND 3175 VILLAGE TR 1	11.05
	CARROLL, DONALD	REFUND 2440 SOUTHVIEW CT	29.01
	CARTWRIGHT, JAN	REFUND 104 STATE ST 1	87.61
	HUFFMAN, RICK	REFUND 1485 TIERNEY CT	4.47
	MILO, MERLE / JEAN	REFUND 1413 JEFFERSON ST	50.80
	GODWIN PERIS	REFUND 1226 EDDY ST	12.95
	Total for Department		300.37*
WATER	AT&T	MARCH LONG DISTANCE	13.69
WATER	BOISE CASCADE OFFICE	RECORD BOXES	49.10
WATER	CONNELLY INDUSTRIAL	INSOLATOR, SERVICE TRIP	773.54
WATER	CONNELLY INDUSTRIAL	LUVER, FILTER KIT, LABOR	353.80
WATER	CONNELLY INDUSTRIAL	SERVICE TRIP	316.30
WATER	COPY EQUIPMENT INC.	WHITE BLUE PAINT	228.13
WATER	DAKOTA ELECTRIC ASSN	MARCH ELECTRIC	78.16
WATER	DPC INDUSTRIES	HYDROFLUOROSILICIC ACID	377.66
WATER	ELECTRO WATCHMAN, IN	ALARM MONITORING	57.51
WATER	GERRY'S FIRE PROTECT	INSPECTION & RECERTIFICA	32.50
WATER	GRAPHIC DESIGN	DOOR HANGERS	58.58
WATER	GRAYBAR ELECTRIC	FUSES	266.42
WATER	GRAYBAR ELECTRIC	GE LAMP	160.54
SR	IKON OFFICE SOLUTION	COPIER 3/22-4/22/01	110.49
WATER	MACQUEEN EQUIPMENT,	FILTER ELEMENT	89.26
WATER	MASTER MECHANICAL IN	FANS	2,746.00
WATER	MAT PARROTT & SONS	LASER METER SHEETS	428.58
WATER	MN PIPE & EQUIPMENT	ADAPTER	35.23
WATER	MOTOR PARTS SERVICE	FILTER	15.47
WATER	MOTOR PARTS SERVICE	FILTERS	14.36
WATER	MOTOR PARTS SERVICE	ROCKER	5.71
WATER	REIS, INC	SUPPLIES	2.55
WATER	SENSUS TECHNOLOGIES,	COMMUNICATIONS MASTER	400.00
WATER	SHERWIN-WILLIAMS	H&C CONV MASN WSEAL	31.90
WATER	SKILLPATH SEMINARS	SEMINAR, NATALIE JUDGE	199.00
WATER	SPRINT	MARCH PHONE	261.83
WATER	TERRY'S ACE HARDWARE	BATTERY	9.57
WATER	TERRY'S ACE HARDWARE	BRUSH	5.31
WATER	TERRY'S ACE HARDWARE	CABLE	68.14
WATER	TERRY'S ACE HARDWARE	COVER	.95
WATER	TERRY'S ACE HARDWARE	FASTENERS	8.03

CITY OF HASTINGS  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
WATER	TERRY'S ACE HARDWARE	FITTING	6.30
WATER	TERRY'S ACE HARDWARE	NIPPLES	7.43
WATER	TERRY'S ACE HARDWARE	SHIPPING	7.64
WATER	TERRY'S ACE HARDWARE	TAPE MOUNT	3.72
WATER	TERRY'S ACE HARDWARE	TOOL BOX	25.55
WATER	TERRY'S ACE HARDWARE	TOOLBOX	-25.55
WATER	TERRY'S ACE HARDWARE	WHEEL WIRE	12.56
WATER	TKDA ENGINEERS	NSP REBATES	1,461.27
WATER	TKDA ENGINEERS	WATER STUDY	1,850.06
WATER	TWIN CITY WATER CLIN	BACTERIA ANALYSIS	96.00
WATER	VECTOR INTERNET SERV	BUSINESS DIALUP	39.95
WATER	WHITEWATER WIRELESS,	MOUNT KIT	211.64
		Total for Department 7100	10,894.88*
		Total for Fund 600	11,195.25*
WASTEWATER	DAKOTA ELECTRIC ASSN	MARCH ELECTRIC	33.69
WASTEWATER	HOSE/CONVEYORS INC.	2 1/2" RED HD LAY FLAT	90.53
WASTEWATER	MACQUEEN EQUIPMENT,	PRESSURE GAUGE	42.46
WASTEWATER	MACQUEEN EQUIPMENT,	QUICK COUPLER/FITTING	29.73
WASTEWATER	MCES	MAY WASTEWATER SVC	63,602.00
WASTEWATER	QUALITY FLOW SYSTEMS	SERVICE CK/FIELD LABOR H	717.92
WASTEWATER	XCEL ENERGY	MARCH ELECTRIC	-43.27
WASTEWATER	YOCUM OIL CO INC	TEXACO RANDO	52.86
		Total for Department 7300	64,525.92*
		Total for Fund 601	64,525.92*
TRANSIT	AT&T	MARCH LONG DISTANCE	5.52
TRANSIT	SPRINT	MARCH PHONE	55.80
		Total for Department 7500	61.32*
TRANSIT-MAINTENANCE	HASTINGS TIRE & AUTO	CHANGE TIRE/BALANCING	70.00
TRANSIT-MAINTENANCE	KREMER SPRING & ALIG	CORRECT FRONT ALIGNMENT	125.00
TRANSIT-MAINTENANCE	MOTOR PARTS SERVICE	AUTO LAMP	10.64
		Total for Department 7502	205.64*
		Total for Fund 610	266.96*
CIVIC ARENA	AT&T	MARCH LONG DISTANCE	9.06
CIVIC ARENA	BAHLS SERVICE	COOLING TOWER BELTS	49.33
CIVIC ARENA	DIPPIN DOTS, INC.	3 CASES	243.75
CIVIC ARENA	ELECTRONIC COMMUNICA	WEST RINK PA SYSTEM FINA	733.28
CIVIC ARENA	ELECTRO WATCHMAN, IN	MONITORING	57.51
CIVIC ARENA	FIRST LINE BEVERAGES	CHERRY SLUSH BASE	155.36
CIVIC ARENA	FIRST LINE BEVERAGES	POPCORN POPPER CLEANING	30.67
CIVIC ARENA	GARTNER REFRIGERATIO	PEGASUS OIL	183.54
CIVIC ARENA	GERRY'S FIRE PROTECT	EXTINGUISHER INSPECTIONS	214.36
CIVIC ARENA	MIDWEST COCA-COLA BT	POP, H2O, POWERAID	221.75
CIVIC ARENA	MIDTOWN FOOD CENTER	CHARGES	44.76

CITY OF HASTINGS  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CIVIC ARENA	R & R SPECIALITIES,	BLADE GRINDER	56.00
CIVIC ARENA	SPRINT	MARCH PHONE	164.05
CIVIC ARENA	TERRY'S ACE HARDWARE	BATTERIES	6.70
CIVIC ARENA	TERRY'S ACE HARDWARE	SUPPLIES	1.90
CIVIC ARENA	THERMOGAS CO OF HAST	4 CYLINDER FILL	56.45
		Total for Department 7700	2,228.47*
		Total for Fund 615	2,228.47*
HYDROELECTRIC	AT&T	MARCH LONG DISTANCE	12.52
HYDROELECTRIC	BAHLS SERVICE	GREASE MOLY	17.04
HYDROELECTRIC	GRAINGER, W.W. INC.	CHAIN HOIST	224.63
HYDROELECTRIC	GRAINGER, W.W. INC.	NYLON SLINGS	165.52
HYDROELECTRIC	SPRINT	MARCH PHONE	47.55
HYDROELECTRIC	XCEL ENERGY	MARCH ELECTRIC	24.14
		Total for Department 7900	491.40*
		Total for Fund 620	491.40*
		Grand Total	582,048.25*

**April 16, 2001**

**APPROVED:**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember Hazlet

\_\_\_\_\_  
Councilmember Riveness

\_\_\_\_\_  
Councilmember Schultz

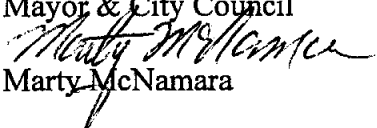
\_\_\_\_\_  
Councilmember Moratzka

\_\_\_\_\_  
Councilmember Hicks

\_\_\_\_\_  
Councilmember Yandrasits

\_\_\_\_\_  
Mayor Werner

**MEMO**

**TO:** Mayor & City Council  
**FROM:**   
Marty McNamara  
**SUBJECT:** Joint Powers Agreement  
**DATE:** April 11, 2001

Please find attached a revised Joint Powers Agreement. Staff is requesting Council to formerly approve the agreement.

# HASTINGS COMMUNITY EDUCATION/RECREATION JOINT POWERS AGREEMENT

This Joint Powers Agreement is made and entered into between Independent School District No. 200 hereinafter called SCHOOL DISTRICT and the City of Hastings hereinafter called the CITY pursuant to the authority granted in Minnesota Joint Powers Act (M.S. 417.59).

## ARTICLE 1: PURPOSE

The purpose of this agreement is to jointly plan and develop a Community Education Program pursuant to M.S. 121.85 et seq in order to make maximum use of physical, financial and human resources between the SCHOOL DISTRICT and CITY.

## ARTICLE 2: JOINT POWERS STEERING COMMITTEE

There is hereby created a Community Education Joint Powers Steering Committee hereinafter referred to as the STEERING COMMITTEE which shall consist of the following representatives:

- Superintendent of Schools;
- Two School Board Members;
- One member, at-large appointed by the School Board;
- One alternate school board member;
- City Administrator;
- Two City Council Members;
- One member, at-large appointed by the City Council;
- One alternate city council member.

The Directors of Community Education and Parks and Recreation shall serve as ex-officio members of the STEERING COMMITTEE. All members shall serve without compensation. The term of office of the STEERING COMMITTEE MEMBER shall be established annually. Members shall continue in office until their successor has been duly named and qualified. The STEERING COMMITTEE shall elect officers as it deems necessary, except that the Director of Community Education shall serve as the executive secretary and chairperson of the STEERING COMMITTEE. The STEERING COMMITTEE may adopt such rules of procedure as it deems necessary.

## ARTICLE 3: DUTIES

It shall be the function of the STEERING COMMITTEE to:

- A. Recommend to their respective governing bodies, operating procedures and policies consistent with the purpose of the program.
- B. Research and analyze Joint Powers Community Education issues, problems, and concerns, and recommend to their respective governing bodies, appropriate programs, activities, services and capital improvement projects consistent with the purposes of the program.
- C. Establish an annual operating budget, and recommend to their respective governing bodies, expenditures of funds necessary to carry out programs and functions of the Joint Powers Community Education Program.

Each SPONSOR shall endeavor to make application for all State and Federal grants and funding programs and private and foundation resources that may be available to it to fund any items of

expense of the Community Education Program, including salaries; provided that in such SPONSOR'S opinion, the requirements or conditions necessary to obtain such grants and programs acceptable to it.

#### **ARTICLE 4: CITIZEN INVOLVEMENT**

The STEERING COMMITTEE shall direct the directors of Community Education and Parks and Recreation to work with appropriate community groups, community organizations, community agencies and advisory committees (e.g. Senior Citizens Advisory Committee, Special Services Advisory Committee, Athletics Advisory Committees, etc.) to accomplish the purposes of the Joint Powers Programs.

#### **ARTICLE 5: PROGRAM FUNDS**

All public program funds for the joint administration of the Community Education Program shall be paid into and disbursed by the SCHOOL DISTRICT in a manner provided by law. Contracts let and purchases made under the agreement shall conform to the requirements applicable to contracts and purchases of the SCHOOL DISTRICT. Strict accountability of all funds and reports of all receipts and disbursements shall be provided for by the SCHOOL DISTRICT. The City and the SCHOOL DISTRICT shall contribute funds on a 50 - 50 basis, to administer approved Joint Powers sponsored Community Education Programs.

Within 30 days after the conclusion of the CITY'S fiscal year (January 30), the SCHOOL DISTRICT shall submit an annual billing for expenditures incurred for the operations of approved joint powers sponsored Community Education Programs.

#### **ARTICLE 6: CAPITAL IMPROVEMENT PROJECTS**

The SCHOOL DISTRICT and CITY agree to provide joint ventures in the development of recreational/athletic facilities that serve, and are mutually beneficial to both the SCHOOL DISTRICT and CITY. Capital Improvement Projects will be cooperatively developed by the directors of Community Education, Athletics, and Parks and Recreation, for approval by the STEERING COMMITTEE. This Plan will be reviewed annually by the STEERING COMMITTEE.

#### **ARTICLE 7: FUNDING AND ON-GOING MAINTENANCE OF CAPITAL IMPROVEMENT PROJECTS:**

Cost sharing of Capital Improvement Projects will be on a 70% - 30% match. 70% share is assumed by the governmental unit owning the property on which the facility is, or is to be located. Shares may include cash and in-kind contributions. Land purchases or ownership of property is not considered part of the cost.

**CLARIFICATION:** If a capital improvement project cost \$250,000 and the sponsoring unit of government received a \$50,000 grant or donation, this amount would be deducted from the total cost of the project and the 70% - 30% match would be based on the balance of \$200,000.

Project cost overestimate/underestimate, cost increase/reductions will be shared on the same basis as the original cost.

The government unit that owns the land upon which the capital improvement projects are developed, shall be responsible for payment of the project and billing for the 30% cost sharing of the project.

**ON-GOING MAINTENANCE:** Upon completion of the capital project, on-going maintenance shall be the responsibility of the "owning unit of government".

**ARTICLE 8: SENIOR CITIZENS CENTER**

Cost sharing for the Hastings Area Senior Citizens Center will be equally shared by the City of Hastings (50%) and Hastings School District 200 (50%). The operational costs shall include lease costs, insurance, taxes, maintenance, repair and replacement costs for the structure and fixtures.

The Senior Citizens Center shall be responsible for the monthly utility costs.

**ARTICLE 9: TERMINATION:**

This AGREEMENT shall continue in full force and effective until terminated by either party by written notice to the other party at least one year prior to the date of desired termination.

**ARTICLE 10: DISTRIBUTION OF PROPERTY:**

Any property acquired as the result of this AGREEMENT shall be distributed in proportion to the contribution of the parties hereto in the event of termination of this AGREEMENT.

**EFFECTIVE DATE OF REVISION:**

This revised AGREEMENT shall be in full force and effect from and after \_\_\_\_\_  
(date)

This revised AGREEMENT was adopted by Resolution of Independent School District on

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Clerk

This revised AGREEMENT was adopted by Resolution of the Hastings City Council on

\_\_\_\_\_  
Date

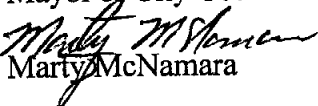
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

\_\_\_\_\_  
City Administrator



**MEMO**

**TO:** Mayor & City Council  
**FROM:**   
Marty McNamara  
**SUBJECT:** Joint Powers Budget 2001 – 2002  
**DATE:** April 12, 2001

Please find attached a copy of the proposed 2001 – 2002 Joint Powers Budget. Staff is requesting the Council to officially approve the budget.

**HASTINGS**

**COMMUNITY EDUCATION**

**PROPOSED**

**JOINT POWERS BUDGET**

**FY 2001 - 2002**

## 2001-2002 Budget Joint Powers Budget Highlights

- Page 2: Management Policy**  
Revised at December 5, 2000 meeting. Eliminated the aquatics from the Joint Powers Program.
- Page 3: Adult League Fee Summary**  
No changes proposed. Continue charge of \$22/player. Men's Basketball and Men's Under 30 Softball League have dissolved.
- Page 4: Summary of Revenues and Expenditures**  
Summarizes the projected revenues and expenditures for FY2001-02.
- Page 5: Joint Powers Administration**  
No changes proposed.
- Page 6: Senior Citizens Program**  
No changes proposed. The Senior Center lease between the City and School District has not been included in the budget. It is approximately \$24,000/year (\$12,000/governing unit). Excludes roof re-shingle costs anticipated this year.
- Page 7: Special Services**  
No changes proposed.
- Page 8: Recreation Program**  
This page summarizes the detail pages 9 – 11. Eliminated the aquatics program from the budget and the open gym program (which is coordinated by the YMCA).
- Page 9: Athletic Clinics**  
No changes proposed. Operate on a "fee based-self supporting basis".
- Page 10: Summer PITS**  
Increase rural summer PITS contributions from \$575/day to \$600/day.  
(Total increase is \$100 for 4 communities.)
- Page 11: General**  
Increase wage of rink attendants from \$7/hour to \$7.75/hour. Eliminated open gym program. Transferred to YMCA.
- Page 12: Summary Expenditure Page**  
Summarizes expenditures by program and function (pages 9 – 11).

**Hastings Community Education Recreation Management Policies**  
**Joint Powers Steering Committee: Approved February 17, 1982**  
**District 200 Board of Education Approved: March 11, 1982**  
**Hastings City Council Approved: March 15, 1982**  
**Revised by Joint Powers Steering Committee: December 5, 2000**

In an effort to meet the financial challenges and emerging needs within the community, the Community Education and Recreation Program will maximize the use of all available resources (which include: human resources, financial resources and physical resources) in the development and implementation of programs and services. Priorities for program and funding will be based upon identified need and available resources. In the development and implementation of programs, the following department policies are established:

**I. Children and Youth Programs**

- A. When sponsoring recreation activities, the goals will be to provide skill development, promotion of good sportsmanship and equal participation by all enrolled participants.
- B. Financing instructional or clinic type programs will be based on the fiscal premise of "user fees offsetting instructional costs." Examples of instructional program may include: junior photography, language arts, enrichment classes, etc. Examples of athletic clinics may include: gymnastics, baseball, football, soccer, tennis, etc.
- C. Sponsorship and funding of non-revenue producing activities such as skating rinks, and summer playground programs are appropriate responsibilities of the department.
- D. Formation of community athletic associations to operate youth leagues shall be promoted and initiated by staff.

**II. Adult Programs**

- A. All athletic league activities should be financially accountable for their programs. Annual adult league user fees will be established. No direct financial support for these programs should be provided. In-direct support through providing facilities and scheduling are appropriate functions of the department.
- B. All adult instructional or clinic type programs are to operate on a "fee base-self supporting basis."

**2001-2002 Adult League Fees:**  
**(based on \$22/adult per sport)**

<b>Softball Leagues</b>	<b>Team Cost</b>	<b># Teams</b>	<b>Total</b>	
Church League	\$264.00	10	\$2,640.00	
Womens League	\$264.00	16	\$4,224.00	
Men's League	\$264.00	24	\$6,336.00	
		<b>Subtotal:</b>		<b>\$13,200.00</b>
<b>Volleyball Leagues</b>				
Men's League	\$176.00	24	\$4,224.00	
Women's League	\$176.00	24	\$4,224.00	
Women's Rec	\$176.00	24	\$4,224.00	
		<b>Subtotal:</b>		<b>\$12,672.00</b>
<b>Basketball League</b>	<b>Discontinued in 2001</b>			
<b>Baseball Team</b>				
1 Team	\$242.00	1	\$242.00	
				<b>\$242.00</b>
<b>Tennis Leagues:</b>				
Men's League	\$22.00	16	\$352.00	
Women's League	\$22.00	48	\$1,056.00	
Rec League	\$22.00	48	\$1,056.00	
		<b>Subtotal:</b>		<b>\$2,464.00</b>
<b>Men's Soccer League</b>	<b>Discontinued</b>			
		<b>Total:</b>	<b>\$28,578.00</b>	

## REVENUE

## EXPENDITURES

	<b>Budgeted FY2000-01</b>	<b>Actual 1999-2000</b>	<b>Proposed FY2001-02</b>	<b>Budgeted FY2000-01</b>	<b>Actual 1999-2000</b>	<b>Proposed FY2001-02</b>
Administration	\$0.00	\$0.00	\$0.00	\$20,486.11	\$19,966.36	\$22,430.42
Senior Citizens	\$0.00	\$0.00	\$0.00	\$62,505.49	\$35,678.20	\$43,822.94
Special Services	\$2,000.00	\$2,605.00	\$1,000.00	\$19,194.60	\$20,582.08	\$19,827.17
Recreation	\$57,188.00	\$65,959.85	\$35,398.00	\$83,409.91	\$63,208.71	\$64,282.68
<b>Totals:</b>	<b>\$59,188.00</b>	<b>\$68,564.85</b>	<b>\$36,398.00</b>	<b>\$185,596.11</b>	<b>\$139,435.35</b>	<b>\$150,363.21</b>

	<b>Budgeted FY2000-01</b>	<b>Actual 1999-2000</b>	<b>Proposed FY2001-02</b>
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<b>City of Hasting</b>	<b>\$63,204.06</b>	<b>\$35,435.25</b>	<b>\$56,982.61</b>
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<b>School District</b>	<b>\$63,204.06</b>	<b>\$35,435.25</b>	<b>\$56,982.61</b>
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Note: This excludes the Senior Citizen Center lease which is paid by the City of Hastings and reimbursed by the School District (approximately \$12,000/year per governmental unit).

**Fund**  
**Org. Unit**  
**Dept**  
**Source**

4 District  
700 Joint Powers  
105 Administration  
321 Community Education

Code	Description	Actual FY1999-2000	Budgeted FY2000-2001	Proposed FY2001-2002
170	Clerical	\$14,500.00	\$15,080.00	\$15,834.00
210	Soc. Sec. (.0765)	\$1,109.25	\$1,153.62	\$1,211.30
214	PERA (.0448)	\$649.60	\$675.58	\$709.36
220	Hospitalization	\$755.75	\$700.00	\$1,095.00
230	Life Insurance	\$40.39	\$50.00	\$50.00
240	L.T.D. (.0051)	\$72.50	\$76.91	\$80.75
260	Dental Insurance	\$0.00	\$0.00	\$0.00
329	Postage	\$1,150.00	\$1,100.00	\$1,200.00
350	Contract Repair	\$0.00	\$250.00	\$250.00
366	Travel/Conference	\$0.00	\$0.00	\$0.00
370	Xerox Copying	\$137.50	\$400.00	\$450.00
381	Printing	\$0.00	\$25.00	\$25.00
401	Supplies	\$460.61	\$400.00	\$500.00
421	Fuel	\$211.45	\$0.00	\$225.00
422	Electricity	\$243.25	\$0.00	\$225.00
423	Telephone	\$550.00	\$550.00	\$550.00
530	Equipment	\$0.00	\$0.00	\$0.00
899	Miscellaneous	\$86.06	\$25.00	\$25.00
	<b>TOTAL</b>	<b>\$19,966.36</b>	<b>\$20,486.11</b>	<b>\$22,430.42</b>

**Fund**                                    **4 District**  
**Org. Unit**                              **700 Joint Powers**  
**Dept**                                      **555 Senior Citizens**  
**Source**                                   **321 Community Education**

Code	Description	Actual FY1999-2000	Budgeted FY2000-2001	Proposed FY2000-2001
107	Coordinator Salary	\$26,162.00	\$27,310.80	\$31,115.00 ✓
165	Staff Salaries	\$0.00	\$1,500.00	\$0.00
210	Soc. Sec. (.0765)	\$1,994.54	\$2,204.03	\$2,380.30
214	PERA (.0448)	\$1,168.04	\$1,290.72	\$1,393.95
220	Hospitalization	\$3,500.00	\$3,750.00	\$5,700.00 ✓
230	Life Insurance	\$86.10	\$100.00	\$100.00
240	L.T.D. (.0051)	\$130.36	\$146.94	\$158.69
260	Dental Insurance	\$799.89	\$800.00	\$900.00
329	Postage	\$870.57	\$400.00	\$500.00
362	Contract Transportation	\$0.00	\$150.00	\$150.00
366	Travel/Conference	\$180.55	\$300.00	\$300.00
374	Lease Rental	Note	\$300.00	\$300.00
401	Supplies	\$75.00	\$500.00	\$500.00
423	Telephone	\$300.00	\$300.00	\$300.00
530	Equipment	\$0.00	\$0.00	\$0.00
899	Miscellaneous	<u>\$0.00</u>	<u>\$25.00</u>	<u>\$25.00</u>
	<b>TOTAL</b>	<b>\$35,267.05</b>	<b>\$39,077.49</b>	<b>\$43,822.94</b>

Laurie's current salary for FY 2000-2001 is \$31,115.

Note: Lease is \$24,000/year paid by the city and reimbursed by school district.

Note: Hospitalization Insurance projected to increase to \$475/month



**Fund** 4 District  
**Org. Unit** 700 Joint Powers  
**Dept** 105 Special Services  
**Source** 321 Community Education

Code	Description	Actual FY1999-2000	Budgeted FY2000-2001	Proposed FY2001-2002
107	Coordinator Salary	\$10,689.00	\$11,000.00	\$11,495.00
165	Staff (United Way)	\$1,917.61	\$1,000.00	\$1,000.00
166	Instructors	\$1,975.86	\$2,000.00	\$2,000.00
210	Soc. Sec. (.0765)	\$942.31	\$1,071.00	\$1,108.87
214	PERA (.0448)	\$542.50	\$627.20	\$649.38
220	Hospitalization	\$1,024.91	\$1,100.00	\$1,100.00
230	Life Insurance	\$24.52	\$50.00	\$50.00
240	L.T.D. (.0051)	\$53.45	\$71.40	\$73.92
260	Dental Insurance	\$227.76	\$225.00	\$225.00
329	Postage	\$338.75	\$150.00	\$250.00
366	Travel/Conference	\$175.00	\$250.00	\$250.00
368	Contract Transportation	\$656.24	\$250.00	\$500.00
401	Supplies	\$135.14	\$800.00	\$500.00
423	Telephone	\$275.00	\$275.00	\$0.00
880	Admissions	\$675.00	\$300.00	\$600.00
899	Miscellaneous	<u>\$0.00</u>	<u>\$25.00</u>	<u>\$25.00</u>
	<b>TOTAL</b>	\$19,653.05	\$19,194.60	\$19,827.17

United Way Allocation: \$1,000

**Fund** 4 District  
**Org. Unit** 700 Joint Powers  
**Dept** 560 Recreation  
**Source** 321 Community Education

Code	Description	Actual FY1999-2000	Budgeted FY2000-2001	Proposed FY2001-2001
107	Coordinator Salary	\$1,687.50	\$12,857.00	\$2,000.00
165	Staff Salaries	\$29,479.99	\$29,913.00	\$28,237.50
166	Instructor Salaries	\$7,077.69	\$9,028.00	\$2,185.00
170	Clerical	\$12,766.26	\$13,276.91	\$13,874.37
210	Soc. Sec. (.0765)	\$2,921.56	\$3,000.00	\$3,541.71
214	PERA (.0448)	\$1,182.73	\$1,200.00	\$2,074.10
220	Hospitalization	\$618.28	\$600.00	\$600.00
230	Life Insurance	\$38.28	\$25.00	\$50.00
240	L.T.D. (.0051)	\$65.00	\$50.00	\$70.00
311	Professional Services	\$0.00	\$0.00	\$0.00
329	Postage	\$1,250.00	\$1,250.00	\$1,250.00
366	Travel/Conference	\$16.25	\$200.00	\$200.00
368	Contract Transportation	\$162.83	\$250.00	\$750.00
374	Satellite Rentals	\$3,692.65	\$2,300.00	\$2,300.00
381	Printing	\$4,622.54	\$5,000.00	\$5,200.00
401	Supplies	\$2,221.08	\$2,650.00	\$750.00
861	Tax	\$600.00	\$600.00	\$0.00
880	Admissions	\$656.00	\$750.00	\$750.00
899	Misc-Annual Meeting	<u>\$687.22</u>	<u>\$460.00</u>	<u>\$450.00</u>
	<b>TOTAL</b>	\$69,745.86	\$83,409.91	\$64,282.68

Revenue:

\$35,398.00

<b>Fund</b>	<b>4 District</b>
<b>Org. Unit</b>	<b>700 Joint Powers</b>
<b>Dept</b>	<b>560 Recreation</b>
<b>Source</b>	<b>321 Athletic Clinics</b>

<b>Code</b>	<b>Description</b>	<b>Cost</b>
166	Coaches Salaries	
	* Cheerleading	\$85.00
	* Boys Wrestling	\$300.00
	* Gymnastics	\$1,500.00
	* Golf Clinic	\$150.00
401	Supplies	<u>\$150.00</u>
	Total:	<b>\$2,185.00</b>

<b>REVENUES</b>	<b>Camp/Clinic Fees:</b>	<b>\$2,500.00</b>
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**Fund**  
**Org. Unit**  
**Dept**  
**Source**

**4 District**  
**700 Joint Powers**  
**560 Recreation**  
**321 Summer Playground Programs**

Code	Description	Cost
107	Supervisor	\$1,000.00
165	Playground Leaders	\$10,800.00 6hrs/day x 40 days = 240 hours \$8.50/hr x 240 hrs = \$2,040 x 3 leaders \$6.50/hr x 240 hrs = \$1,560 x 3 assistants
368	Transportation	\$750.00 6 field trips @ \$100 = \$600 Grand Finale Picnic = \$150
401	Supplies	\$500.00
880	Admissions	\$750.00 6 trips @ \$125 = \$750
899	Miscellaneous	<u>\$50.00</u>
	<b>TOTAL</b>	<b>\$13,850.00</b>
	<b>Revenues:</b>	
	Rural Contributions	\$2,400.00 4 communities @ \$600= \$2,400 Hampton, Vermillion 2 days @Denmark
	Field Trips	\$1,920.00 40 students x \$8/trip = \$320 \$320/trip x 6 trips = \$1,920

<b>Fund</b>	<b>4 District</b>
<b>Org. Unit</b>	<b>700 Joint Powers</b>
<b>Dept</b>	<b>560 Recreation</b>
<b>Source</b>	<b>321 General</b>

<b>Code</b>	<b>Description</b>	<b>Cost</b>	<b>Proposed FY2000-2001</b>
107	Rink Attendant Supervisor	\$1,000.00	10 hrs/wk x 10 wks @ \$10/hr
165	Salaries: Rink Attendants	\$17,437.50	Dec. 15 - Feb. 15 (60 days) 375hrs/rink x 6 rinks = 2,250 hrs \$7.75/hr x 2,250 hrs = \$17,437.50
374	Satellite Rentals	\$2,300.00	
401	Supplies	\$100.00	
899	Annual Compliance Dinner	<u>\$400.00</u>	20 people x \$20
	<b>TOTAL</b>	<b>\$21,237.50</b>	

**REVENUES:**

<b>Programs</b>	<b>107</b>	<b>165</b>	<b>166</b>	<b>368</b>	<b>374</b>	<b>401</b>	<b>861</b>	<b>880</b>	<b>899</b>	<b>Expenditures</b>	<b>Revenues</b>
	<b>Coordinator</b>	<b>Salaries</b>	<b>Instructors</b>	<b>Transport.</b>	<b>Satellites</b>	<b>Supplies</b>	<b>Tax</b>	<b>Admission</b>	<b>Miscellaneous</b>		
<b>Summer Athletics Clinics</b>			<b>\$2,185.00</b>			<b>\$150.00</b>				<b>\$2,335.00</b>	<b>\$2,500.00</b>
<b>Summer PITS</b>	<b>\$1,000.00</b>	<b>\$10,800.00</b>		<b>\$750.00</b>		<b>\$500.00</b>		<b>\$750.00</b>	<b>\$50.00</b>	<b>\$13,850.00</b>	<b>\$4,320.00</b>
<b>Swim Programs</b>										<b>\$0.00</b>	<b>\$0.00</b>
<b>Aquatics</b>										<b>\$0.00</b>	<b>\$0.00</b>
<b>Skating Rink Supervision</b>	<b>\$1,000.00</b>	<b>\$17,437.50</b>								<b>\$18,437.50</b>	
<b>Open Gym Supervision</b>										<b>\$0.00</b>	<b>\$0.00</b>
<b>Satellites</b>					<b>\$2,300.00</b>					<b>\$2,300.00</b>	
<b>Annual Meeting</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$400.00</b>	<b>\$500.00</b>	<b>\$0.00</b>
<b>Totals:</b>	<b>\$2,000.00</b>	<b>\$28,237.50</b>	<b>\$2,185.00</b>	<b>\$750.00</b>	<b>\$2,300.00</b>	<b>\$750.00</b>	<b>\$0.00</b>	<b>\$750.00</b>	<b>\$450.00</b>	<b>\$37,422.50</b>	<b>\$6,820.00</b>
<b>Adult League Fees</b>											<b>\$28,578.00</b>
										<b>Total:</b>	<b>\$35,398.00</b>

## MEMORANDUM

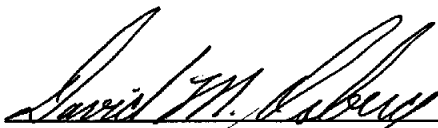
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dave Osberg, City Administrator  
**DATE:** April 12, 2001  
**SUBJECT:** City-School Development Agreement

**RECOMMENDED CITY COUNCIL ACTION**

It is recommended that the City Council approve the attached development agreement with the Hastings School District regarding the Senior High School project, subject to final submittal and approval of the final plat for the property.

**BACKGROUND**

Throughout the last year, Staff has been working with Hastings School District #200 officials, and their representatives on the various aspects of the High School construction. The School District has approved the attached agreement, and Staff would recommend that the City Council take action approving the agreement, subject to the final submittal and approval of the final plat for the property.



David M. Osberg  
City Administrator

# **DEVELOPMENT AGREEMENT HASTINGS HIGH SCHOOL DEVELOPMENT**

*THIS AGREEMENT*, is made and entered into this 2 day of APRIL, 2001, by and between the City of Hastings, a Minnesota Municipal Corporation (hereinafter "the City") and Independent School District No. 200, Hastings, Minnesota (hereinafter "the School District").

## ***RECITALS***

***WHEREAS***, the School District is the fee owner of the property platted as follows:

**HASTINGS HIGH SCHOOL, according to the recorded plat on file and of record in the office of the Dakota County Recorder (hereinafter "Subject Property"); and**

***WHEREAS***, the School District plans to undertake the development and construction of a 360,000 square foot high school with associated parking lots, athletic fields, ponding basin, street improvements and utilities; and

***WHEREAS***, the high school building, parking lots and ponding basin will be located on land within the Hastings city limits while most of the athletic fields adjacent to the high school building will be located on land located outside of the city limits; and

***WHEREAS***, the construction of the high school and the resulting increase in traffic flow will require: the realignment of West Fourth Street through and along the southern limits of the Subject Property; the extension of General Sieben Drive through the Subject Property; the improvement of Featherstone Road along the northern boundary of the Subject Property; the reconstruction of West Fourth Street, east of General Sieben Drive; and reconstruction of General Sieben Drive north of Highway 55 to West Fourth Street; and



**WHEREAS**, to allow for the extension and realignment of West Fourth Street and General Sieben Drive, and the construction of the ponding basin required by the School District's construction of a High School on the Subject Property, it was necessary to acquire Parcels A and B, which are described on the attached Exhibit A; and

**WHEREAS**, the Hastings City Council on April 19, 1999 approved the request from the School District for a rezoning of the Subject Property from Agricultural to R-3 Medium Density Residential; and

**WHEREAS**, on April 19, 1999, the Hastings City Council approved the Hastings High School preliminary plat presented by the School District subject to certain conditions set forth in the city council minutes; and

**WHEREAS**, on April 19, 1999, the Hastings City Council approved the Hastings High School site plan presented by the School District subject to certain conditions set forth in the Hastings City Council minutes of April 19, 1999; and

**WHEREAS**, the Hastings City Council has approved the final plat of the Subject Property; and

**WHEREAS**, public hearings have been held providing an opportunity for input regarding the Subject Property by neighbors and other interested parties; and

**WHEREAS**, the parties wish to memorialize their agreements and understandings concerning matters of mutual interest regarding the Subject Property and matters related to the infrastructure supporting the high school project.

**NOW THEREFORE**, it is hereby agreed between the parties as follows:

Section 1. *Application of Development Agreement.* This Development Agreement shall apply to the following platted property in the City of Hastings, Dakota County, Minnesota:

**HASTINGS HIGH SCHOOL, according to the recorded plat on file and of record in the office of the Dakota County Recorder (hereinafter "Subject Property").**

Section 2. *Authority to Make Agreement.* The School District warrants it is the fee owner of the Subject Property, except Lot 2, Block 1 and that the School District has the full authority to enter into this Development Agreement and perform the conditions contained herein. The School District further warrants that it is authorized to develop the subject property without the consent, participation or permission of any other person or entity other than those persons or entities noted in this Agreement. The School District agrees and warrants to the City that the Subject Property will be subject to the terms of this Development Agreement. The School District further warrants that this Development Agreement will be recorded against the Subject Property immediately after the plat of the Subject Property is recorded with the Dakota County Recorder's Office. All costs of recording this Development Agreement shall be paid by the School District.

Section 3. *Outlots.* The City has approved a final plat of the Subject Property which will have three Outlots on the Subject Property. The School District agrees that all Outlots must be replatted before there will be any construction on those Outlots.

Section 4. *Westerly Extension of West Fourth Street.* As part of a separate Agreement, the City has facilitated the acquisition of Parcel B, described on attached Exhibit A. As part of the School District's development of the Subject Property, the School District agrees that if Parcel B is annexed to the City, the School District shall, at no cost to the City, dedicate or

convey for public street and utility purposes, the south 33 feet of Parcel B. If a public street and utilities are constructed over Parcel B, the School District agrees to be assessed for one-half of those project costs. If annexation of Parcel B is sought by the City, the School District acknowledges that it will not advocate for or oppose that annexation.

If Parcel B is not annexed to the City and the City believes it is necessary to extend West Fourth Street west of the city boundary, School District agrees to convey to City, at no cost, a Permanent Street, Utility, Drainage and Sidewalk Easement over the south 33 feet of Parcel B. Additionally, School District agrees it will pay one-half of the project cost for the construction of a street, utilities, drainage and sidewalk over the south 33 feet of Parcel B. If annexation of Parcel B is sought by the City, the School District acknowledges it will not advocate for or oppose that annexation.

Section 5. Conveyance of Land to Dakota County. As part of School District's development of the Subject Property, immediately after the recording of the plat for the Subject Property, the School District agrees to convey to Dakota County, at no cost, Outlot B of the Subject Property.

Section 6. General Sieben Drive. The parties agree that General Sieben Drive shall be constructed as shown on the plat for the Subject Property. The School District shall pay for the cost of rough grading General Sieben Drive throughout the Subject Property. All other costs of constructing General Sieben Drive, other than rough grading, shall be shared equally between the City and School District. Other than the rough grading, the construction of General Sieben Drive will be completed as a City project and assessed equally to the School District and the City, which assessments will include the construction of a pedestrian trail, sidewalk, storm

sewer, water main and lighting. School District agrees that its share of the project costs for these improvements will be assessed to Lot 1, Block 1 of the Subject Property.

Section 7. **Sidewalks and Trails**. It is agreed that a 10 foot wide bituminous trail shall be constructed on the west side of General Sieben Drive throughout the Subject Property. It is further agreed that a 6 foot wide sidewalk shall be constructed on the east side of General Sieben Drive throughout the Subject Property. The project costs of constructing this bituminous trail and sidewalk shall be divided equally between the City and School District. School District agrees that its share of the project costs for this trail and sidewalk will be assessed against Lot 1, Block 1 of the Subject Property.

An eight foot bituminous trail shall be constructed along the north side of that part of West Fourth Street which abuts the Subject Property and which lies west of General Sieben Drive. Project costs for constructing this eight foot bituminous trail will be paid for by the City, except for the costs of rough grading, which will be paid for by the School District. The trail shall be constructed in the West Fourth Street Right of Way. School District shall convey to City, at no cost, any easements necessary for this eight foot bituminous trail.

School District agrees to give City, at no cost, a fifteen foot trail easement over, under and across the south 33 feet of Outlot C. The project costs for constructing this bituminous trail shall be paid for by the City, except for the cost of rough grading, which shall be paid for by the School District.

A five foot sidewalk shall be constructed on the north side of that part of Featherstone Road which lies north of the Subject Property and east of General Sieben Drive.

Project costs for constructing this five foot sidewalk shall be paid for by the School District and shall be assessed to Lot 1, Block 1.

A five foot sidewalk shall be constructed on the south side of that part of Featherstone Road which abuts the Subject Property and which lies west of General Sieben Drive. The project costs for constructing this sidewalk shall be paid for by the School District and shall be assessed to Lot 1, Block 1. School District shall convey to the City, at no cost, any easement necessary for the construction of this sidewalk.

School District shall convey to City, at no cost, a trail easement over the south fifteen feet of Outlot A. School District agrees to pay one-half of the project costs for constructing that part of the trail which abuts Outlot A. School District agrees to have its one-half share of the project costs for the construction of that part of the trail which abuts Outlot A, assessed against Lot 1, Block 1.

All trails and sidewalks within the public Right of Way and within the Subject Property shall be maintained by the owner of the property abutting the trail or sidewalk.

Section 8. **Fourth Street Reconstruction and Realignment.** It is understood by the parties that West Fourth Street must be realigned and reconstructed to allow for a safe intersection with General Sieben Drive. The location and dimensions of West Fourth Street shall be as shown on the final plat approved for the Subject Property. There shall also be constructed bituminous trails and sidewalk as described in Section 7. School District shall pay all costs necessary to rough grade the property necessary for the entire West Fourth Street realignment, trails and sidewalk construction. Other than the rough grading, all street improvements, bituminous trail improvements and sidewalk improvements for West Fourth Street shall be

completed as a City Project. The City agrees to pay all project costs, other than costs of rough grading which shall be paid by the School District, for the construction of the realignment and relocation of West Fourth Street, that was completed in the summer of 2000 as part of City of Hastings Project No. 2000-2.

The reconstruction of that part of West Fourth Street lying east of General Sieben Drive, and which abuts Outlot A, shall be completed in 2001 as a City project. The School District agrees to be assessed for one-half of these project costs, including costs for any trail, sidewalk and lighting. School District agrees to have its share assessed against Lot 1, Block 1. Except for the cost of the trail, the other one-half of the project costs for this part of West Fourth Street shall be assessed to Dakota County, the property owner on the south side.

Section 9. *Improvement of Featherstone Road.* The parties understand and agree that Featherstone Road, also named as 140th Street, shall be improved to the west along the northern boundary of the Subject Property to the western edge of the present Hastings city limits. Featherstone Road shall be improved to City standards and shall also include a public sidewalk on the south side of that part of Featherstone Road lying west of General Sieben Drive, and those public utilities deemed appropriate by the City, which shall include, but not be limited to, a water main, storm sewer and street lighting. The improvements to Featherstone Road and the construction of the sidewalk, public utilities and street lighting, shall be completed as a City project. The project costs of the street, sidewalk, water main, storm sewer and street lighting improvements shall be paid by the School District and assessed to Lot 1, Block 1 of the Subject Property. The City agrees not to enter into any agreement with Nininger Township, without the School's approval, for the City's construction of any public improvements along any part of

Featherstone Road outside of the City if the School District would be required to pay for such public improvements.

Section 10. **Site Grading and Storm Water Management.** The School District shall grade the entire project site both inside and outside of the city limits. This shall include grading the building pads, the playing fields, the roads and the ponding basins. The Hastings Public Works Director has reviewed the School District's proposed grading and utility plans and has approved them with respect to only that property in the City. The School District shall pay for all costs of rough grading on the Subject Property and abutting street right of ways, including sidewalk and trail locations.

Section 11. **Storm Water Management.** The School District, at its expense, shall construct the ponding basin on Outlot A of the Subject Property. The School District shall pay all costs associated with maintaining the ponding basin on the Subject Property including any and all future costs necessary for future dredging or future recontouring of the basin. The School District shall maintain ownership of the ponding basin on Outlot A of the Subject Property. If the athletic field ponding basin comes into the City at some point in the future and the City needs to improve storm water drainage in the athletic field ponding basin watershed, School District agrees to be assessed for its share of those improvements. At the time the final plat for the Subject Property is signed, School District shall reimburse the City \$19,459.04 for costs incurred by the City in reviewing School District's storm water drainage plans for the Subject Property.

Section 12. **Public Land Dedication.** It is understood by the parties that the athletic fields being constructed as part of the High School project will ultimately be used by the City as well as the School District through joint power agreements. The School District's agreement to

the use of those athletic fields through joint power agreements will cause these fields to satisfy the City's park dedication requirements for Lot 1, Block 1 of the Subject Property.

Section 13. **Interceptor Sewer Fee.** At the time of plat signing, the School District shall pay to the City, \$50,000.00 as the interceptor sewer fee. This interceptor sewer fee is based on 28 acres of developed land in the Subject Property. There would be no interceptor sewer fee imposed at this time for any of the platted Outlots.

Section 14. **West Fourth Street Utility and Street Easement Vacated.** The parties agree that if the north one-half of the existing West Fourth Street street and utility easement, lying west of General Sieben Drive, must be vacated before the final plat for the Subject Property can be recorded, the City will then vacate this street and utility easement. If the City vacates this street and utility easement, the School District agrees that immediately after filing the plat for the Subject Property, it will convey to the City, at no cost to the City, a 33 foot utility and access easement sufficient to cover the existing utilities and to provide access to the City's water tower on Lot 2, Block 1. Additionally, School District agrees to convey to City, at no cost, a 15 foot trail easement over, under and across the south 33 feet of Outlot C as provided by Section 7.

Section 15. **Water Tower Site.** The City agrees to have the city water tower site platted as a lot and agrees to execute appropriate documents to allow the School District to use the water tower site for athletic fields and parking lots, so long as Lot 1, Block 1 is used for a public school. The School District's use of the site shall not interfere with the City's use of the site as a water tower and other municipal uses. School District agrees to convey to City, at no cost, an appropriately size easement for utility and access purposes from West Fourth Street



north to Lot 2, Block 1 of the Subject Property. The exact location of this easement will be worked out between the School District and the City.

Section 16. **Signalization at the Intersection of Highway 55 and General Sieben Drive.** The City has constructed traffic signals at the intersection of Highway 55 and General Sieben Drive. The parties understand that 1/8th of the total project costs for the signals will be assessed against the School District. The parties agree that the signal at General Sieben Drive and Highway 55 will benefit the high school project.

Section 17. **On-Site Lighting.** The School District shall construct all on-site lighting on the Subject Property according to the Hastings High School Lighting Plan submitted in connection with the School District's preliminary plat request. A copy of said plan is on file at Hastings City Hall. All on-site lighting shall be constructed so as to minimize light pollution extending to land outside of the Subject Property.

Section 18. **Street Lighting.** At the time General Sieben Drive and Featherstone Drive are extended and West Fourth Street is realigned and reconstructed, public street lighting shall be installed on those streets as recommended and approved by the Public Works Director of the City of Hastings. All street lighting shall meet the power utility company's requirements for maintenance. The cost of acquiring and installing street lighting on streets on or adjacent to the Subject Property shall be paid for as provided by this Agreement.

Section 19. **Utilities.** All utilities privately constructed in the Subject Property shall be constructed to standards established by the City of Hastings.

Section 20. **Sanitary Sewer and Storm Sewer.** The sanitary sewer for the high school project will connect into the existing sanitary system in West Fourth Street. The storm sewer system shall be constructed to drain to the existing storm sewer trunk system or ponding basin

located on the Subject Property. The final location of the sanitary sewer, storm sewer and water main easements shall be determined by the City, consistent with the proposed improvements to the Subject Property.

Section 21. **Reimbursement of City's Inspection Costs.** When the final plat for the Subject Property is signed, the School District shall pay the City \$876.25 as reimbursement for the City's out of pocket costs for the construction inspection of the water main, storm sewer, sanitary sewer and grading work on the Subject Property.

Section 22. **Landscaping.** The School District agrees to complete the landscaping pursuant to the City approved landscaping plans that School District submitted with its contract documents. A copy of this landscaping plan is on file at Hastings City Hall.

Section 23. **Signs.** All signs on the Subject Property must comply with the City of Hastings sign ordinance.

Section 24. **Trash Facilities.** The School District agrees to locate the trash dumpsters in the rear loading dock area of the proposed school building. All dumpsters shall be adequately screened.

Section 25. **Compliance with Laws.** The School District agrees to comply with all federal, state, and local laws in developing the Subject Property. Prior to construction on the Subject Property, the School District shall determine what permits are required and shall obtain all necessary permits from the City of Hastings, Minnesota Pollution Control Agency, Minnesota Department of Health and all other local, state or federal agencies as may be applicable. Prior to occupancy of any building on the subject property, all uncompleted items contained within the contract documents shall be addressed to the City's satisfaction.

Section 26. **Changes to Approved Plans.** Before School District makes any changes to plans which have been approved by the City, including but not limited to, site plans, grading plans and landscaping plans, the changes must be first submitted to the City for its review and comment.

Section 27. **Successors and Assigns.** The terms of this Development Agreement shall be binding upon the School District's successors and assigns and shall run with the land.

Section 28. **Recording of Agreement.** This Development Agreement shall be recorded against the Subject Property. The School District shall pay all costs of recording this Development Agreement.

Section 29. **Breach of Agreement.** Any breach of the terms of this Development Agreement by the School District shall be grounds for the denial of any building permits or any required city approvals. The School District shall be provided with notice of any breach of the terms of this Development Agreement in accordance with the notice provisions hereafter and shall be provided a thirty-day period in which to effect a cure or such longer period as may be reasonably necessary. The City reserves all rights to enforce this Development Agreement in law or in equity.

Section 30. **Severability of Agreement.** If any portion of this Development Agreement is held invalid for any reason, that decision shall not affect the validity of the remaining portions of this Development Agreement.

Section 31. **Waiver by City.** The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Development Agreement. All amendments or waivers to this Development Agreement must be in writing, signed by all parties and approved by written resolution of the Hastings City Council.

Section 32. **Notice** Any notice required by this Development Agreement shall be sent

to the parties as follows:

***To the City:***

City of Hastings  
Attn: City Administrator  
101 East Fourth Street  
Hastings, MN 55033

***To Independent School District No. 200, Hastings, Minnesota:***

Independent School District No. 200  
Attn: Superintendent  
9th and Vermillion Streets  
Hastings, MN 55033

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MEMORANDUM

To: Mayor Werner and City Councilmembers  
From: Melanie Mesko, Administrative Assistant/City Clerk  
Date: April 11, 2001  
Re: Approval of Tobacco License—MGM Liquor Warehouse

Recommended City Council Action:

Approve the issuance of a tobacco license for MGM Liquor Warehouse.

Background:

MGM Liquor Warehouse is opening a new store in Hastings. They have applied for, and Council has approved, an off-sale liquor license. They have also applied for a tobacco license. They have submitted the \$100 annual fee and, if approved, this license will be in effect through December 31, 2001. They still need to submit the required educational materials as required by the code.

If you have any questions, please do not hesitate to contact me.

Attachments:

None, application materials on file.

MEMORANDUM

To: Mayor Werner & City Councilmembers  
From: Melanie Mesko, Administrative Assistant/City Clerk  
Date: April 11, 2001  
Re: Declare Excess Property & Authorize Sale

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Council Action Requested:

Declare two TRAC vehicles as excess and authorize for sale of said vehicles, upon receipt of replacement vehicles.

Background Information:

With Met Council grant funding, two new TRAC buses were ordered last fall to replace T-3 & T-4, our older TRAC vehicles. We have been told to expect a mid-April delivery date of the new vehicles, and therefore will need to declare our current vehicles as excess to prepare them for sale. This excess declaration will be contingent upon receipt of our new buses.

If you have any questions, please do not hesitate to contact me immediately.

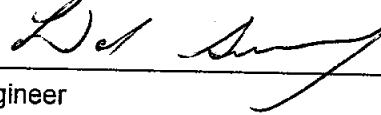
# CITY OF HASTING

## 1999 STREET AND UTILITY IMPROVEMENTS PAYMENT REQUEST

Application for Payment Number: 8  
 Period Ending: February 26, 2001  
 Contractor: Richard Knutson, Inc.  
 12585 Rhode Island Ave. South  
 Savage, MN 55378

Approved by:

Contractor



Date

2/27/01

Engineer

Date

Owner

Date

Total Completed to Date:	\$1,603,395.41
Less Retainage:	\$0.00
Less Previous Payment:	\$1,564,351.06
Total Amount Due:	\$39,044.35

PAYMENT SUMMARY:

<u>Pay Est. #</u>	<u>Period</u>	<u>Retainage</u>	<u>Payment</u>
1	5/18-6/5, 1999	\$63,164.00	\$252,658.70
2	6/5-7/9, 1999	-\$63,164.00	\$294,897.00
3	7/10-8/6, 1999	\$0.00	\$363,359.32
4	8/6-9/12, 1999	\$0.00	\$215,639.70
5	9/13-10/ ,1999	\$67,835.14	\$162,312.87
6	10/5-11/5, 1999	\$10,759.30	\$204,426.82
7	11/5-12/15, 1999	-\$40,000.00	\$71,056.65
8	12/15-2/20, 2001	-\$38,594.44	\$39,044.35
<u>TOTALS TO DATE:</u>		\$0.00	\$1,603,395.41

VI-7

**CITY OF HASTINGS**  
DAKOTA COUNTY, MINNESOTA

Resolution No. \_\_\_\_\_

**RESOLUTION ACCEPTING WORK AND ORDERING FINAL PAYMENT  
FOR THE 1999 STREET AND UTILITY IMPROVEMENT PROGRAM**

WHEREAS, pursuant to a written contract signed with the City of Hastings on May 4, 1999; Richard Knutson, Inc. has satisfactorily completed the 1999 Street and Utility Improvement Program.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS; that the Clerk and Mayor are hereby directed to issue a proper order for the final payment of \$39,044.35 on the above said project for such contracts, taking the contractor receipt in full.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 16<sup>th</sup> DAY OF APRIL, 2001.

Ayes:

Nays:

\_\_\_\_\_  
*Michael D. Werner, Mayor*

ATTEST:

\_\_\_\_\_  
*Melanie Mesko, City Administrator*

SEAL



# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Tom Montgomery  
**Subject:** Resolution - Receiving 2001 Improvement Program Feasibility Report and Ordering Public Hearing  
**Date:** April 12, 2001

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Council is requested to accept the Feasibility Reports on the proposed 2001 Street and Utility Improvements, and order a public hearing on the improvement projects for the May 7<sup>th</sup> Council meeting. The resolution ordering the hearing and the Feasibility Reports will be distributed to the Council at the April 16<sup>th</sup> Council meeting.

April 11, 2001

TO: The Honorable Mayor and Council

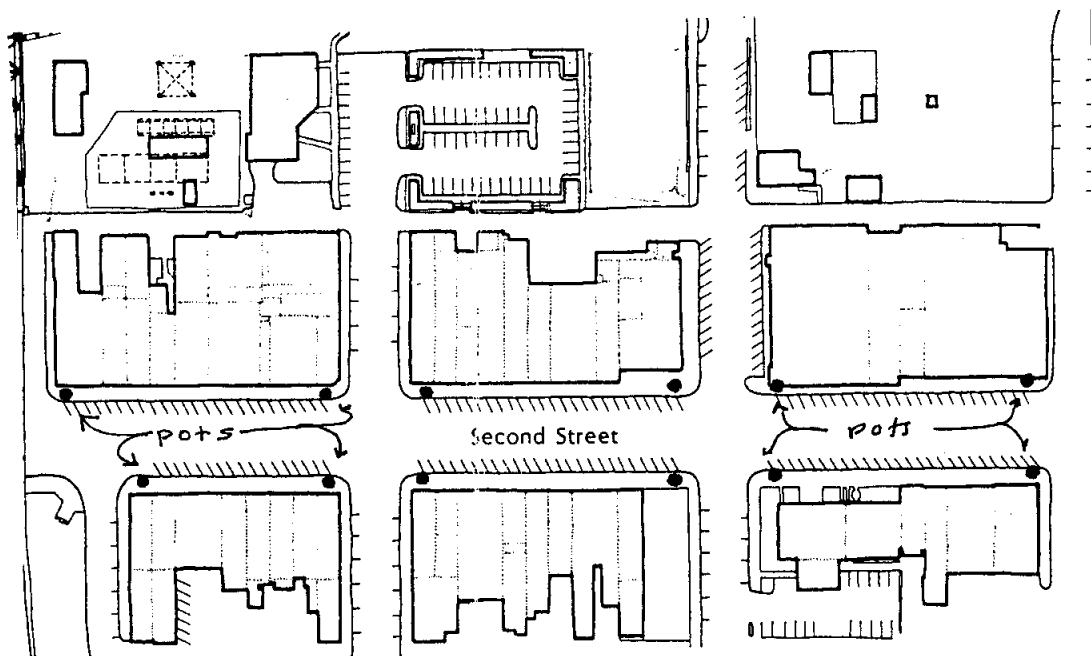
FROM: John Grossman, HRA Director

RE: Downtown Business Association – Flowerpots on Second St.

The Association has asked the HRA to assist them with the purchase of flowerpots for Second Street as an enhancement to the streetscape. The HRA contributed to the original streetscape in 1984 and has periodically added improvements. The cost will be about \$1,700. The HRA will consider the request at their meeting on April 12.

The DBA will fund planting and contract for watering. These pots are an alternative to hanging baskets or permanent planters built into the sidewalks. These alternatives are too difficult to water or too expensive. The pots would be similar in appearance to those on both side of City Hall. They would be placed on the sidewalk near the curb at intersections as shown below. The locations will not interfere with parking or crossings. I have reviewed the locations with Cal Ruedy.

Recommendation: Council approval to locate the pots on the sidewalk is requested.



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**HASTINGS**

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**POLICE DEPARTMENT**

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**MEMO**

**TO:** Mayor Mike Werner  
Hastings City Council Members  
City Administrator Dave Osberg

**FROM:** Chief Mike McMenemy *mm*

**DATE:** 04/10/01

**SUBJECT:** Consent Agenda Item – Joint Powers Agreement

Attached to this memo please find a copy of the Joint Powers Agreement between the City of Hastings Police Department and State of Minnesota Department of Public Safety. The Joint Powers Agreement is in regards to the upgrading of the police departments computer connection to the State of Minnesota and the CJDN (Criminal Justice Data Network). This will allow a CDPD connection to be established for the new mobile computers being purchased and installed in the squads. The Joint Powers Agreement requires Council resolution and approval that the city enter into this agreement with the State of Minnesota and it needs to be signed by the authorized city official to enter into and sign these Joint Power Agreement forms.

Thank you.

## Instructions for CJDN Project Joint Powers Agreement

Attached is the Joint Powers Agreement that the Department of Public Safety (DPS), Office of Technical Support Services (OTSS) has approved for use when an agency wants to enter into an agreement to increase or utilize the infrastructure for Criminal Justice Data Network (CJDN) or if DPS is providing additional hardware to the agency.

Joint Powers Agreements require that the legal name of the agency be used. Therefore, the agency needs to provide their agency's legal name in the space provided in the first paragraph of the document. **DPS does not know what your agency's legal name and cannot pre-fill this field.** The agency must review the agreement and indicate their approval by having authorized persons sign and date three copies of the agreement. All three signed copies need to be returned to Colleen Adams, CJDN Project Manager, at the address below. A signed and executed copy of the agreement will be returned to you once the agreement has been fully executed.

**The individuals signing the agreement must have signature authority to sign contractual agreements on behalf of the city, county, or state. The agency must provide OTSS with a signed document that indicates this authority.** For example: A signed city resolution that states that the city council has approved this agreement, and who from the city has authority to sign and enter the city into this joint powers agreement. Attach a certified copy of the signed resolution to the Joint Powers Agreement when you return these documents to OTSS. Failure to include this information will delay your network/equipment request.

Any questions on the processing of the Joint Powers Agreement should be directed to Colleen Adams, CJDN Project Manager, at 651-282-6594 or via e-mail at [colleen.adams@state.mn.us](mailto:colleen.adams@state.mn.us).

Return all signed documents to:

Colleen Adams  
CJDN Project Manager  
Department of Public Safety  
Office of Technical Support Services  
444 Cedar Street, Suite 140  
St. Paul, MN 55101-5126

**MN DEPARTMENT OF PUBLIC SAFETY**  
**CRIMINAL JUSTICE DATA COMMUNICATIONS NETWORK AGREEMENT**  
(DISTRIBUTION OF NETWORK SERVICES TO LAW ENFORCEMENT AGENCIES)  
Contract #

THIS JOINT POWERS AGREEMENT, by and between the State of Minnesota, acting through its Commissioner of Public Safety, Office of Technical Support Services (hereinafter referred to as the STATE) and the City of Hastings, Hastings Police Department, (hereinafter referred to as GOVERNMENTAL UNIT) witness that:

WHEREAS, the STATE, pursuant to Minnesota Statute, Chapter 299C.46, Subdivision 1 is authorized to lease or purchase facilities and equipment as may be necessary to establish and maintain the data communications network with criminal justice agencies, and

WHEREAS, Minnesota Statute, Chapter 299C. 46, Subdivision 2 defines criminal justice agencies allowed to connect to the criminal justice data communications network, and

WHEREAS, the STATE, pursuant to Laws of Minnesota for 1999, Chapter 216, Article 1, Section 7, Subdivision 3 is appropriated funds for the statewide criminal and juvenile justice data information system upgrade; and

WHEREAS, the STATE, pursuant to Laws of Minnesota for 2000, Chapter 311, Article 1, Section 3 is appropriated funds for criminal justice technology infrastructure; and

WHEREAS, Minnesota Statutes, Section 471.59, Subdivision 10 authorizes both the STATE and the GOVERNMENTAL UNIT to enter into joint powers agreements, and,

WHEREAS, the GOVERNMENTAL UNIT represents that it meets all requirements for this Agreement as a criminal justice agency, or is a city, county, or political subdivision participating on criminal justice communications network authorized to accept network services from the STATE for the purpose specified herein, and

WHEREAS, the GOVERNMENTAL UNIT represents that it is duly qualified and willing to perform and carry out the services and tasks described in this Agreement.

NOW, THEREFORE, it is agreed:

- I. SERVICE OPTIONS Criminal justice agencies may select either option A or B below. Cities, counties, or political subdivisions may only select option A. Service option checked below applies to this Agreement:

A.  X  The STATE's base installation is a T1 access circuit, a defined level of backbone bandwidth, and supported telecommunication equipment which includes (modem, DSU/CSU, and router).

The total cost of the network connection will be computed based on the combined requirements of the STATE and the GOVERNMENTAL UNIT for backbone bandwidth, supported telecommunication equipment with appropriate ports, access circuit, and installation. The STATE will pay what they would have paid for the base installation, as specified in Clause II of this agreement, and the GOVERNMENTAL UNIT through a service agreement with the Minnesota Department of Administration Intertechnologies Group (ITG) will pay the difference. This will include an additional PVC or an increase in the base bandwidth, an appropriate level of Community Router Service, and may include an additional router port.

CJDN traffic will have priority routing. Either party to this Agreement can expand their bandwidth within the available bandwidth, but if a conflict in bandwidth needs occurs, then the GOVERNMENTAL UNIT will order another access circuit from ITG for their use at the prevailing rates. The same

telecommunications equipment can be used.

OR

**B. \_\_\_\_\_ GOVERNMENTAL UNITS wants to utilize available CJDN bandwidth.**

If the expected bandwidth requirements by the GOVERNMENTAL UNIT are low, the GOVERNMENTAL UNIT can utilize some of the available bandwidth within the planned network. The GOVERNMENTAL UNIT must obtain the STATE's approval in advance for each type of service that they want to use. The only cost of this option to the GOVERNMENTAL UNIT will be for an additional router port, if it were needed in order to segregate the CJDN traffic and establish the required separate segment.

CJDN traffic will have priority routing and if the GOVERNMENTAL UNIT experiences bandwidth congestion (response time), then the GOVERNMENTAL UNIT can acquire additional bandwidth, if available, on the existing circuit or the GOVERNMENTAL UNIT can acquire another circuit connection through InterTech. The same installed router can still be used.

**II. STATE'S RESPONSIBILITIES**

- A. The STATE shall, by the nature of the location of the GOVERNMENTAL UNITS that it serves, cause the Minnesota Network (MNet) to be extended to more locations throughout the state. This provides an opportunity for GOVERNMENTAL UNITS to partner with the STATE and ITG to more fully utilize the planned network connections and increase connectivity between public sector organizations.
- B. Wherever feasible, the STATE shall use current MNet digital network connections to connect to participating agencies for the purposes of criminal justice access. If a GOVERNMENTAL UNIT does not have a current MNet connection or it is inadequate for the application, the Criminal Justice Data Communications Network (CJDN) Upgrade Project will bring routed connectivity to that site.
- C. The STATE, through ITG, will coordinate and pay the telephone company for the initial inside (premium) wiring service at the GOVERNMENTAL UNIT's site, not to exceed \$200.00. This cost is limited to the wiring from the Main Point of Presence (MPOP) in the facility to the STATE provided router, unless otherwise specified within this agreement.
- D. The STATE, through ITG, will determine the bandwidth requirement for the CJDN applications at each site and will coordinate and pay the telephone company for the initial installation of the circuit required to support that bandwidth.
- E. The STATE, through ITG, will coordinate and pay the telephone company for the initial installation and monthly cost of the circuit located at the GOVERNMENTAL UNIT's site.
- F. The STATE, through ITG, will coordinate and pay for the initial activation, support, and maintenance of one router port on the MNet router located at the GOVERNMENTAL UNIT's site. If an additional port is required, the GOVERNMENTAL UNIT will be required to pick up the monthly charge. Access Control Lists (ACL) for the connection to the STATE will be maintained by ITG with the approval of the STATE.
- G. The ITG will ensure that a separate, and dedicated, modem line is installed at the GOVERNMENTAL UNIT's site for the express purpose of monitoring the ITG owned and maintained MNet router.
- H. The STATE, through ITG, will maintain the Access Control Lists (ACL) on the MNet routers for connection to the STATE for the purpose of gaining access to criminal justice information.
- I. The ITG will bill the GOVERNMENTAL UNIT its appropriate share of the costs depending on service options and/or service agreements entered into between the GOVERNMENTAL UNIT and ITG.

III. GOVERNMENTAL UNIT'S RESPONSIBILITIES GOVERNMENTAL UNIT receiving equipment and/or services under this Agreement must:

- A. If a circuit is to be installed, the GOVERNMENTAL UNIT shall grant access to the facility main point of presence (MPOP) for the telephone company installer to install the circuit.
- B. The GOVERNMENTAL UNIT shall indicate to the telephone company installer where the MNet router is located or will be installed within the facility (this is premium wiring).
- C. Following the initial premium wiring, the GOVERNMENTAL UNIT shall be responsible for any and all costs of installing, repairing or replacing internal wiring in support of their criminal justice data communications network connection. Further, the GOVERNMENTAL UNIT will be responsible for any cost associated with damaged wiring due to relocations, misuse, or abuse.
- D. The GOVERNMENTAL UNIT shall report to the STATE any plans to relocate their offices that would impact their criminal justice data communications network connection. A minimum of 120 days notice is required to ensure uninterrupted service for circuit moves. In all cases, the relocation costs are the responsibility of the GOVERNMENTAL UNIT.
- E. The GOVERNMENTAL UNIT shall provide and maintain any disposable and consumable components originally provided by the STATE, and shall supply all other necessary disposable and consumable components not provided by the STATE at the GOVERNMENTAL UNIT's expense.
- F. The GOVERNMENTAL UNIT shall properly dispose of any and all state provided internal wiring when it is no longer operational or needed for connectivity to the criminal justice data communications network.
- G. If an additional port is required, the GOVERNMENT UNIT will be required to pick up the monthly charge. Access Control Lists (ACL) for the connection to the STATE will be maintained by ITG with the approval of the STATE.
- H. The GOVERNMENTAL UNIT is required to sign a Service Agreement with ITG if they selected Option A of this Agreement.

IV. TERMS OF AGREEMENT

This Agreement shall be effective on 3/7/01, or upon the date that the final required signature is obtained by the STATE, pursuant to Minn. Stat. 16C.05, Subdivision. 2, whichever occurs later, and shall remain in effect until 3/6/06, or until all obligations set forth in this Agreement have been satisfactorily fulfilled or the Agreement has been canceled, whichever happens first.

V. TERMINATION

This Agreement may be terminated by either the STATE or GOVERNMENTAL UNIT at any time, with or without cause, upon ten (10) days written notice to the other party.

VI. STATE'S AUTHORIZED AGENT

The STATE's authorized agent for the purposes of this Agreement is Robert P. Johnson, or his designee, Department of Public Safety, Office of Technical Support Services, 444 Minnesota Street, Suite 140, Town Square, St. Paul, MN 55101-5140. Such agent shall have final authority for acceptance of the GOVERNMENTAL UNIT's services.

VII. ASSIGNMENT

GOVERNMENTAL UNIT shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent from the STATE.

VIII. LIABILITY

The GOVERNMENTAL UNIT shall indemnify, save and hold the STATE, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this Agreement by the GOVERNMENTAL UNIT or GOVERNMENTAL UNIT's employees, agents, or subcontractors. This clause shall not be construed to bar any legal remedies the GOVERNMENTAL UNIT may have for the STATE's failure to fulfill its obligations pursuant to this Agreement. The GOVERNMENTAL UNIT's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01-466.15 and other applicable law.

IX. STATE AUDIT

The books, records, documents and accounting procedures and practices of the GOVERNMENTAL UNIT and its employees, agents or subcontractors relevant to this Agreement shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum period of six years from the end of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.  
APPROVED

1. GOVERNMENTAL UNIT		2. DEPARTMENT OF PUBLIC SAFETY	
By:		By: Janet M. Cain	
Title:		Title: Chief Information Officer	
Date:		Date:	
By:			
Title:			
Date:			
4. ATTORNEY GENERAL		3. DEPARTMENT OF ADMINISTRATION	
Approved to sign on behalf of the Attorney General as to form and execution:		By:	
By:		Date:	
Date:			

Person(s) signing the Agreement and obligating the GOVERNMENTAL UNIT to the conditions of the agreement must be authorized. A certified copy of the resolution authorizing the GOVERNMENTAL UNIT to enter into this Agreement and designating person(s) to execute this Agreement must be attached hereto.



A rectangular stamp with a textured background containing the word "Memorandum" in a serif font.

To: Mayor Werner and City Councilmembers  
From: Melanie Mesko, Administrative Assistant/City Clerk  
Date: April 11, 2001  
Re: Liquor License Amendment and Dance License Request for July 21, 2001 for Papa Charrito's

Requested Action

A motion to approve the attached resolution approving a request to amend the liquor license of Papa Charrito's and issue a dance permit for July 21, 2001 contingent upon all requirements being met.

Background

Attached is a request from Philip Biermaier, President of Papa Charrito's, for an amendment to Papa Charrito's liquor licenses and a dance permit for Saturday, July 21, 2001 during Rivertown Days. The amendment is to allow that sale of liquor in a temporary site (in this case a tent), on the same property adjacent to the permanent structure.

The tent is also the location of the dance, and no alcohol will be allowed outside of either the permanent or temporary site. Mr. Biermaier will provide a drawing of the site as well as Proof of Insurance from his insurance agent for the temporary liquor sales. Mr. Biermaier will work with both the Fire and Police Departments for final approval of safety issues.

Should this request be approved, the request will be part of the Papa Charrito's liquor license file and notification will be sent to the State Liquor Control Board.

Attachments:

1. Resolution
2. March 26, 2001 Request Letter from Philip A. Biermaier

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 04- -01**

**RESOLUTION APPROVING LIQUOR LICENSE AMENDMENT AND  
DANCE LICENSE FOR PAPA CHARRITO'S**

**WHEREAS**, Mr. Phillip Biermaier has presented application to the City of Hastings to amend the liquor license and authorize a dance license at Papa Charrito's on July 21, 2001; and

**WHEREAS**, a written request has been submitted; and

**WHEREAS**, Mr. Biermaier will present the City with a site plan as well as Proof of Insurance of the temporary liquor sales and will work with the City's Fire and Police Departments for final approval

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the Mayor and Administrative Assistant/City Clerk are authorized and directed to sign this resolution amending the liquor license and issuing a dance permit at Papa Charrito's on July 21<sup>st</sup>, 2001 contingent upon all requirements being met.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS THIS 16<sup>th</sup> DAY OF APRIL, 2001.**

**Ayes:**

**Nays:**

**Absent:**

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Michael D. Werner, Mayor

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Melanie Mesko, Administrative Assistant/City Clerk

**(SEAL)**

March 26, 2001

City of Hastings  
101 E. 4<sup>th</sup> St.  
Hastings, MN 55033

To Mayor and City Council:

At this time I would like to request a one-day amendment on our liquor license and a dance permit for Rivertown Days , July 21<sup>st</sup> 2001.

The event will be the same as last year with a 60 x 120 foot enclosed tent in the rear parking lot of Papa Charrito's. The tent will house a controlled area where a band will perform. Food and beverage service will also be provided. The tent will have one entrance and one exit that will be secured by Papa Charrito's staff checking for proper ID and confining the beverages to the designated areas. Satellite facilities will be provided outside the tent area.

At your request, we will provide a proof of insurance letter from The Vermillion Insurance Agency. Thank you for your consideration of this matter.

Sincerely,



Philip A. Biermaier

President, Papa Charrito's

MEMORANDUM

TO: Mayor Werner and City of Hastings Councilmembers  
FROM: Melanie Mesko, Administrative Assistant/City Clerk  
DATE: April 11, 2001  
RE: Massage Therapist Licenses

Council Approval Requested:

Contingent Approval of two Massage Therapist Licenses for Susan Roff and Linda Prestegord.

Background Information:

Susan Roff and Linda Prestegord have both applied for a massage therapist license and have submitted complete applications for consideration. Susan is proposing to be based out of her home, but will not conduct massages there. As permitted by City Code, she will schedule appointments and conduct massages at the home or work location of the client. Linda will be working out of Westview Chiropractic, a licensed massage establishment.

This approval will be contingent upon the successful completion of a background check, which is currently being conducted by the Hastings Police Department.

If you have any questions, please do not hesitate to call me.

# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Tom Montgomery  
**Subject:** Authorize Assessing Sewer and Water Permit and Connection Fees - 521 E. 7th St.  
**Date:** April 12, 2001

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Council is requested to grant authorization for the City to fund the sewer and water permit and connection fees for the new sewer and water service to 521 E. 7<sup>th</sup> Street. This is one of the properties on East 7<sup>th</sup> St. that is required to connect to the new sewer and water mains that were installed last year. As proposed, the City will recover these costs through an assessment against the property to be spread over a period of ten years at the same interest rate set for the 2000 Improvement Program. This is a similar process that has been approved by the Council several times in the past for sewer and water connection fees and for sewer and water service repairs. Enclosed is a letter from the property owner requesting this service.

#### **COUNCIL ACTION REQUESTED**

Council is requested to grant authorization for the City to fund the sewer and water permit and connection fees for the new sewer and water service to 521 E. 7<sup>th</sup> Street and recover these costs through an assessment against the property to be spread over a period of ten years at the same interest rate set for the 2000 Improvement Program, provided the property owner signs a waiver of assessment appeal.

We, Donna & Walter Fontaine, who live at 521 E 7th Street, are in the process of pursuing the water and sewer project on East 7th Street. We would like the City Council of Hastings to consider that the connection and permit fees be assessed to our property so we may proceed with our part of the situation.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Donna Fontaine".

Donna Fontaine  
521 E 7th Street  
Hastings, MN 55033  
651-437-2739

MEMORANDUM

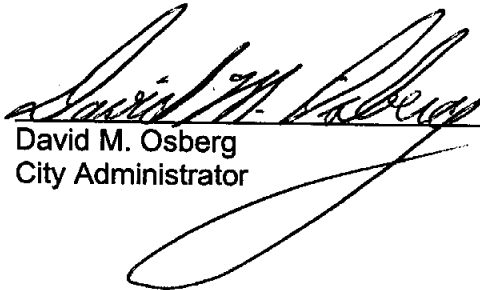
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dave Osberg, City Administrator  
**DATE:** April 12, 2001  
**SUBJECT:** Optional Adoptive Code Provision; Minnesota Rule Chapter #1306  
Special Fire Protection Systems

**RECOMMENDED CITY COUNCIL ACTION**

The City Council is asked to take action approving the second reading of the attached ordinance repealing the optional adoptive code provision Minnesota Rule Chapter #1306, Special Fire Protection System, after completion of the scheduled public hearing.

**BACKGROUND**

At the City Council meeting on Monday April 2, 2001 the first reading of the attached ordinance repealing the optional adoptive code provision Minnesota Rule Chapter #1306, Special Fire Protection System. A public hearing was also scheduled for the City Council meeting on April 16, 2001. I have attached to this memorandum a copy of Inspections and Code Enforcement Supervisor Bill Mesaros' previous memorandum. Staff recommends that the City Council approve the second reading of the ordinance.



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David M. Osberg  
City Administrator

**ORDINANCE NO. \_\_\_\_ - SECOND SERIES**

**AN ORDINANCE OF THE CITY OF HASTINGS AMENDING CHAPTER 4  
OF THE CITY CODE BY DELETING SECTION 4.01, SUBDIVISION 3(2)  
PERTAINING TO THE REQUIREMENT OF SPECIAL FIRE  
PROTECTION SYSTEMS.**

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

Hastings City Code Chapter 4, Section 4.01, Subdivision 3(2) which adopted Chapter 1306, Special Fire Protection Systems with option 8a, of the Minnesota State Building Code is hereby deleted in its entirety.

This ordinance shall take effect upon passage and seven days after publication.

This ordinance was adopted by the Hastings City Council on this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Michael D. Werner, Mayor

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Melanie Mesko, Administrative Assistant/City Clerk



# MEMO

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**To:** Honorable Mayor and City Council Members  
**From:** Tom Montgomery  
**Subject:** Approve Lock and Dam Access Road Maintenance Agreement with Corps of Engineers and Authorize Signing of Agreement  
**Date:** April 12, 2001

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Enclosed for Council approval is a copy of a road maintenance agreement for the new Lock and Dam Access Road. The City, Koch Petroleum Group, and the U.S. Army Corps of Engineers are all parties in an existing 1962 road maintenance agreement for the existing Lock and Dam Access Road. The existing road is not a platted right of way; it is an easement over Koch property ( as is Jaycee Park and the DNR public boat access). With Koch donating most of their property to the City, and the City reconstructing and realigning the access road, and the Corps of Engineers cost sharing in the construction, a new agreement needed to be prepared.

The following is a brief summary of the high points of the agreement:

1. **CORPS OF ENGINEERS COST SHARING** - The Corps has agreed to fund \$365,810 of the road construction cost, which represents the estimated cost of rebuilding the existing road along the existing alignment. The Corps did not want to pay extra for the costs of realigning the road to service a future interpretive center and to construct a trail.
2. **FUTURE MAINTENANCE RESPONSIBILITIES** - The agreement calls for the cost of all major maintenance activities (sealcoating, crack sealing, overlays, and reconstructions) to be shared equally between the Corps and the City. Minor maintenance activities such as snow removal and street sweeping will remain the City's responsibility.
3. **REQUIRED CONTRACTING PROVISIONS** - As the City will be receiving federal funds for the road reconstruction, the agreement requires the City to follow federal EEO and prevailing wages contract provisions.
4. **KOCH INDEMNIFICATION** - Lead paint chip contaminated soil will be encapsulated beneath sections of the new roadway as part of the road construction. In addition, petroleum contaminated soils were removed from the site, and some petroleum product contamination of the groundwater exists - though this contamination is attenuating. Koch has fully studied the site for environmental contamination, and prepared and completed a corrective action plan, all under the supervision and approval of the Minnesota Pollution Control Agency. The MPCA has declared that no further corrective actions are needed. The City has received written assurances from the MPCA in the form of a No Association letter with regards to the lead paint chip contaminated soil, and in the form of a letter

regarding petroleum storage tank release liability. This agreement goes a step further, in that in addition to the MPCA letters of assurance and responsibility, Koch Petroleum Group will indemnify the City and the Corps of Engineers from actions resulting from any soil or water contamination on or migrating from the property that was caused by Koch's operations.

**COUNCIL ACTION REQUESTED**

Council is requested to approve the enclosed road maintenance agreement for the Lock and Dam Access Road and authorize the Mayor and City Clerk to sign the agreement.

*Corps Signed Copy of  
Final Document  
9/11/01 TMM*

**AMENDED AND RESTATED ROAD MAINTENANCE AGREEMENT**

THIS Amended and Restated Road Maintenance Agreement (the "Amended Agreement") is entered into as of this \_\_\_\_\_ day of April, 2001, by and among the UNITED STATES OF AMERICA (hereinafter the "Federal Government"), represented by the District Engineer, St. Paul District, U.S. Army Corps of Engineers and/or his designee (hereinafter the "District Engineer"), the CITY OF HASTINGS, MINNESOTA, a municipal entity represented by the City Administrator (hereinafter the "City" and/or "Hastings") and KOCH PETROLEUM GROUP, L.P., a Delaware limited partnership (hereinafter the "Company" and/or "Koch");

WITNESSETH, that:

WHEREAS, Koch is the purported owner (as transferee of, and/or successor in interest to Great Northern Oil Terminal Company, hereinafter "Great Northern") of a certain tract of land situated in Section 21, Township 115, Range 17, Dakota County, Minnesota (hereinafter the "Property"), together with certain licenses, easements and rights-of-way to adjacent lands for the location, construction, operation, maintenance and patrol of railroad spur tracks and access roads, subject to certain rights of the Federal Government, which rights, together with the land, licenses, easements and rights-of-way are more fully described in the maps, plates and records on file in the office of the Register of Deeds in and for Dakota County, Minnesota and as more particularly described as "the Deed" elsewhere in this agreement; and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, generally depicts a certain existing access road which traverses the Property and runs generally in a northwesterly and southeasterly direction starting on the southeasterly end at a point on Spring Street and running thence northerly of the north line of Second Street in the City of Hastings, Minnesota, and ending near Lock and Dam No. 2 on the Mississippi River, which Lock and Dam is owned, maintained and operated by the Federal Government (which access road is hereinafter referred to as the "Existing Access Road"); and

WHEREAS, the Plans and Specifications (as hereinafter defined in Article 1) depict an alternate access road, which road is to be constructed by or for Hastings pursuant to its obligations to Koch under that certain Special Warranty Deed and Bill of Sale (hereinafter the "Hastings/Koch Deed") by and between Koch and Hastings to be executed contemporaneously with the execution of this Amended Agreement, and which road will traverse the Property and will run generally in a northwesterly and southeasterly direction starting on the southeasterly end at a point on Spring Street and running thence northerly of the north line of Second Street in the City of Hastings, Minnesota, ending at the boundary line of real property owned by the Federal Government in connection with its operation of said Lock and Dam No. 2 (which alternate access road is hereinafter referred to as the "Alternate Access Road"); and

WHEREAS, by the terms of a certain deed from the Federal Government to Northwestern Refining Company (predecessor in title to Great Northern) recorded March 22, 1961 in Book 72 of Deeds at Pages 377 et seq. (hereinafter the "Deed"), the Federal Government as Grantor reserved the Existing Access Road (hereinafter the "Reserved Easement") by the following statement therein:

An Easement reserving unto the United States use of existing Access Road across said property. If the Purchaser desires to use any portion of this existing road, he will enter into an agreement with the Government (District Engineer, U.S. Army Engineer District, St. Paul, Minnesota) for the fair share of the maintenance cost of said road based upon pro rata usage.

WHEREAS, Hastings operates a public recreational area (hereinafter the "Recreation Area") in and near Lake Rebecca which lies to the south of the Property; and

WHEREAS, the Federal Government, Hastings and Great Northern (Koch's predecessor in title) heretofore entered into an agreement entitled "Road Maintenance Agreement", dated July 2, 1962 (hereinafter the "Original Road Maintenance Agreement"), whereby the parties thereto allocated responsibility for minor and major road repairs and the prorated costs thereof, based upon estimated usage of the Existing Access Road by the respective parties; and

WHEREAS, Koch has ceased to operate the petroleum storage facility situate upon the Property and has worked with the Minnesota Pollution Control Agency (hereinafter "MPCA") to conduct site investigation activities, develop site specific remediation goals, perform remediation activities, and provide for long-term monitoring and maintenance of the on-site remediation as summarized in the February 2000 Corrective Action Plan - Soil, and the Response Action Implementation Report for the Property; and

WHEREAS, as provided for in the Hastings/Koch Deed to be executed by Koch and Hastings contemporaneously with the execution of this Amended Agreement, it is Koch's desire and intent to donate and convey the Property to Hastings, which donation and conveyance Hastings intends to accept for the purpose of expanding and improving its Recreation Area; and

WHEREAS, the Existing Access Road is presently used for vehicular traffic by each of Hastings (primarily for recreational access by the public) and the Federal Government (primarily for access to aforesaid Lock and Dam No. 2 and its attendant facilities) on a regular basis seven (7) days a week; and

WHEREAS, the Existing Access Road is presently in need of major repairs or reconstruction, the cost of which would have been allocated under the terms of the Original Road Maintenance Agreement; and

WHEREAS, Hastings desires, as part of the proposed expansion and improvement of the Recreation Area, to close the Existing Access Road (as to motor vehicle traffic) and replace it with the Alternate Access Road, and thus has requested that the parties to the Original Road Maintenance Agreement join in this Amended and Restated Road Maintenance Agreement for the purpose of revising and amending the terms thereof to include replacement of the Existing Access Road with the Alternate Access Road, to allocate the cost of such realignment/reconfiguration and to reallocate responsibility for the cost of maintenance and repair (to include snow removal) of said Alternate Access Road; and

WHEREAS, Koch desires to withdraw (upon conveyance of the Property to Hastings) as a party to the Original Road

Maintenance Agreement (as amended and restated hereby and hereunder) inasmuch as it shall have no interest in the Property and thus no use for access to the Property (except as provided for in the Hastings/Koch Deed as relating to certain post-closing obligations described therein) or any adjacent properties (except for the property retained by Koch and defined in the Hastings/Koch Deed as the 'Retained Tract') served or to be served by the subject access road, nevertheless it agrees to remain liable for certain indemnification and hold harmless commitments and obligations regarding environmental matters concerning the Property and roadway; and

WHEREAS, the Federal Government believes that the Alternate Access Road alignment and configuration is preferable to the Existing Access Road alignment and provides increased safety in that pedestrian and bicycle traffic along the roadway will likely decrease dramatically, and therefore finds it desirable and in the best interests of the United States to agree to Hastings' request and permit Hastings to construct the Alternate Access Road and to close the Existing Access Road to vehicular traffic (with certain exceptions, reservations and conditions as more fully detailed hereinafter); and

WHEREAS, the construction of the Federal Government's Lock and Dam No. 2 (and acquisition/maintenance of access thereto) was authorized by the Rivers and Harbors Act of 3 July 1930, Public Law 71-520, (46 Stat. 918) in connection with the construction, operation and maintenance of said lock and dam so as to provide a 9-foot navigation channel in the Mississippi River; and

WHEREAS, in accordance with the provisions of the Deed, Hastings (as owner, or prospective owner, of the underlying fee and primary beneficiary of said road relocation) has agreed to bear the entire cost of relocation and construction of the Alternate Access Road; and

WHEREAS, the foregoing notwithstanding, the Federal Government, in fulfillment of its obligations under the Original Road Maintenance Agreement, will reimburse Hastings the lesser of one-half of the actual cost of construction of the Alternate Access Road or one-half of the estimated cost to repair the Existing Access Road, such

estimated cost being as shown on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the parties hereto agree that Hastings has the necessary expertise to design, construct, operate and maintain (or cause to be so designed, constructed, operated and maintained) the Alternate Access Road in accordance with the Plans and Specifications and in the standard and manner necessary to support the access requirements of Hastings and the Federal Government, and to perform said relocation of the access road; and

WHEREAS, this Amended and Restated Road Maintenance Agreement is intended to replace the Original Road Maintenance Agreement in its entirety.

NOW, THEREFORE, in consideration of the faithful performance of each party of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

Article 1. Obligations of Hastings.

(a) Hastings shall alter, rearrange and/or relocate the primary access road providing access to Federal Government's lock and dam facility, and construct such roadway substantially in accordance with the plans and specifications (hereinafter the "Plans and Specifications") for the Alternate Access Road as set forth and detailed in certain drawings entitled, "City of Hastings, Lock & Dam Road/Trail Improvements, Phase Plan", Project No.: T1120118, prepared by Bolton & Menk, Inc, Marcus A. Thomas, PE, dated 3/9/01, and more particularly, as shown on sheets numbered 7, 8, 13, 14, 15 and 16 thereof . Said Alternate Access Road shall be constructed and installed at the place(s) shown on the drawing(s) and in the manner prescribed by said Plans and Specifications as approved by the District Engineer (said review and approval of District Engineer being limited to the suitability of said road to provide necessary vehicular access to Federal Government's lock and dam facility).

(b) It is anticipated that Hastings will accomplish substantial portions of the work described in subparagraph (a) above through one or more fixed price contracts. Any such contract shall be publicly advertised for bids and

awarded to the responsible bidder offering the lowest price.

(c) Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, or political subdivisions thereof wherein the work is done, or of any other duly constituted public authority.

(d) Obtain all interests in real property necessary for construction of the Alternate Access Road and the performance of this Agreement, except as may otherwise be specifically provided herein.

#### Article 2. Obligations of the Federal Government.

(a) Subject to the availability of funds, the Federal Government shall reimburse Hastings for the lesser of (i) one-half of the contract price paid by Hastings for the construction of the Alternate Access Road provided for in Article 1 hereof or (ii) one-half of the estimated cost to repair/reconstruct the Existing Access Road, such estimated cost being as shown on Exhibit "B" attached hereto. The Federal Government shall reimburse Hastings for its costs upon receipt of invoices supported by such evidence of payment made by Hastings as may be required by the District Engineer, however such reimbursement shall not be made until substantial completion of construction to the degree necessary to provide beneficial use to the Federal Government of said Alternate Access Road. All original time cards or payrolls, material records, and accounts for all charges and expenditures for which reimbursement will be claimed from the Federal Government shall be available at all reasonable times, to allow the Federal Government to check and audit the invoices submitted by Hastings. So far as is practicable, Hastings shall maintain separate records on all items and accounts that shall constitute the basis of information from which the invoices will be prepared.

(b) The amount of reimbursement for which Hastings may be eligible pursuant to this Agreement is not subject to interest charges, nor is it subject to adjustment to reflect changes in price levels between the time the proposed work is completed and the time that the credit or reimbursement is afforded.



(c) No credit shall be given or reimbursement made unless and until the District Engineer has certified that the work subject to reimbursement pursuant to this Agreement has been performed in accordance with this Agreement. Reimbursement shall not be made for any work which does not, in the judgment of the Federal Government, conform to the description of the work set forth in Article 1 above (and all Exhibits attached hereto).

### Article 3. Existing Access Road.

It is understood that, after construction and opening of the Alternate Access Road, Hastings plans to incorporate the Existing Access Road into its recreational trail system for bicycle and/or pedestrian traffic. As an accommodation to Hastings and in consideration of the agreed upon benefits and desirability of moving vehicular traffic to the Alternate Access Road, the Federal Government hereby agrees to relocate its Reserved Easement to coincide with the alignment of the Alternate Access Road (as shown in the Plans and Specifications), upon completion thereof (and approval of the District Engineer). Hastings hereby agrees to provide open, unobstructed and suitable access, at all times, for vehicular ingress and egress to and from the Federal Government's adjoining real property, including the navigation lock and dam facility thereon. Nevertheless, the Federal Government specifically reserves and retains the right to resume use of the Reserved Easement along the Existing Access Road for emergency vehicular traffic if and when, in the sole judgment of the District Engineer, it is necessary or in the best interests of the Federal Government to do so. In the event that such emergency access is required, the District Engineer shall, to the extent practical, notify Hastings of the need for access and apprise Hastings of the Federal Government's planned uses of the Existing Access Road. The Hastings/Koch Deed contains a restrictive covenant that prevents "significant soil excavation" on the Property; Koch and Hastings acknowledge and agree that such restrictive covenant shall not override or affect the Federal Government's rights under the Reserved Easement.

### Article 4. Easement In and Over the Alternate Access Road.

In recognition of the Federal Government's consent to relocate its Reserved Easement to align with the Alternate Access Road, Hastings hereby confirms, acknowledges and

agrees that said Reserved Easement (to and for the benefit of the Federal Government) remains in full force and effect and shall remain in full force and effect upon and after execution of this Amended Agreement and completion of the Alternate Access Road, except that said Reserved Easement shall, upon completion of the Alternate Access Road, be coextensive and align with the Alternate Access Road rather than the Existing Access Road. In the event of such request from the Federal Government, Hastings shall, and hereby agrees to promptly execute and deliver such other or further documentation (in recordable form) as the Federal Government shall reasonably deem to be necessary and/or prudent to establish, re-establish, preserve and or provide public notice regarding the Reserved Easement (as relocated).

#### Article 5. Maintenance.

Hastings shall be responsible for all materials furnished and work performed by them in the construction and maintenance of the Alternate Access Road. In addition, the parties hereto agree that:

(a) Hastings shall reasonably mark said Alternate Access Road by its appropriate law-enforcing agencies so as to prohibit parking of motor vehicles or other objects upon said access road.

(b) It is contemplated that the Alternate Access Road will require from time to time, major maintenance and major surface and sub-surface repairs. Subject to subparagraph (c) below, the cost of these major repairs and maintenance, based upon present contemplated usage of the Alternate Access Road, shall be borne and paid proratably as follows: So long as both parties continue to use this access road, then one-half of the cost of all major maintenance and major surface and sub-surface repairs shall be paid by each of Hastings and the Federal Government. In the event that the future use of the Alternate Access Road by either the Federal Government or Hastings become disproportionate to the use presently being made by either of them, then the pro rata share of such major maintenance and major surface and sub-surface repairs as between the Federal Government and Hastings shall be renegotiated. For the purposes of this Agreement the terms 'major maintenance and major surface and sub-surface repairs' shall mean crack sealing,

seal coating, bituminous overlays, storm sewer pipe and rip-rap repair/replacement, and road reconstruction.

(c) The need for major maintenance and/or major surface or sub-surface repairs may be instigated by either the Federal Government or Hastings upon thirty (30) days written notice delivered in advance to the other party, setting forth a detailed proposal of repairs, including proposed specifications, bill of materials, cost estimates and any other necessary data. Upon agreement between the Federal Government and Hastings as to the proposed surface or sub-surface repairs, or both, Hastings will submit the same for competitive bids. In no event shall the Federal Government be obligated to participate in any repairs beyond such extent or cost as each such party hereto may agree in writing in advance of the letting of the bids.

(d) Hastings shall provide, or cause to be provided, all other necessary road maintenance and snow removal in connection with the Alternate Access Road so as to make said access road freely passable. For the purposes of this Agreement, the term 'minor road maintenance' shall include snow removal, sweeping, storm drain cleaning, mowing, pot-hole patching, traffic sign installation & maintenance, and street light utility and maintenance costs.

#### Article 6. Inspection and Acceptance.

The Federal Government shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of the Federal Government to object within 20 days after final inspection shall indicate satisfactory performance of the agreement by Hastings.

#### Article 7. Release.

Hastings agrees to and does hereby release and agree to save and hold harmless the Federal Government from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for and on account of any damages in any way growing out of its construction, operation and maintenance of the Alternate Access Road, and as to any and all liability arising or growing out of the use of said Alternate Access Road by Hastings and/or its agents, employees, and/or

invitees or such other persons or concerns as Hastings may permit to use said Alternate Access Road.

Article 8. Completion.

Upon completion of the construction activities to be undertaken as described herein, Hastings shall be, and hereby agrees to be, responsible in all respects for the operation and maintenance of the Alternate Access Road.

Article 9. Covenant Against Contingent Fees.

a. Hastings warrants that no person or agency has been employed or retained to solicit or obtain this agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Federal Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of the contingent fee.

b. Definitions:

1. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Federal Government contracts nor holds itself out as being able to obtain any Federal Government contract or contracts through improper influence.

2. "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Federal Government contracts nor holds out as being able to obtain any Federal Government contract or contracts through improper influence.

3. "Contingent-fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingency the success that a

person or concern has in securing a Federal Government contract.

4. "Improper influence," as used in this clause, means any influence that induces or tends to induce a Federal Government employee or officer to give consideration or to act regarding a Federal Government contract on any basis other than the merits of the matter.

ARTICLE 10 - OFFICIALS NOT TO BENEFIT.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

ARTICLE 11- GRATUITIES.

a. The right of Hastings to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that Hastings, its agent, or another representative:

1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Federal Government; and,

2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

c. If this contract is terminated under paragraph 11 (a) above, the Federal Government is entitled:

1. To pursue the same remedies as in a breach of the contract; and,

2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by Hastings in

giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph c.2. is applicable only if this contract uses money appropriated to the Department of Defense.)

d. The rights and remedies of the Federal Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by the law or under this contract.

#### ARTICLE 12 - EQUAL OPPORTUNITY

a. If, during any 12-month period (including the 12 months preceding the award of this contract), Hastings has been or is awarded non-exempt Federal contracts and/or subcontracts that have an aggregate value of excess of \$10,000, Hastings shall comply with subparagraphs b.1. through b.11. below. Upon request, Hastings shall provide information necessary to determine the applicability of this clause.

b. During performing this contract, Hastings agrees as follows with respect to the work on or under this agreement:

1. Hastings shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. Hastings shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

3. Hastings shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the District Engineer that explains this clause.

4. Hastings shall, in all solicitations or advertisements for employees placed by or on behalf of Hastings, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

5. Hastings shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the District Engineer advising the labor union or workers' representative of Hastings' commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

6. Hastings shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

7. Hastings shall furnish to the contracting agency all information required by Executive Order 11246, as amended and by the rules, regulations, and orders of the Secretary of Labor, Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

8. Hastings shall permit access to its/their books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain Hastings' compliance with the applicable rules, regulations, and orders.

9. If the OFCCP determines that Hastings(s) is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and Hastings may be declared ineligible for further Federal Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against Hastings as provided in Executive Order 11246, as amended, the

rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

10. Hastings shall include the terms and conditions of subparagraphs b.1. through b.11. of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

11. Hastings shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if Hastings becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any such direction, Hastings may request the Federal Government to enter into the litigation to protect the interests of the Federal Government.

12. Notwithstanding any other clause in this contract, disputes relative to this Article will be governed by the procedures in 41 CFR 60-1.1.

c. Work performed by City employees. The requirements of E.O.11246 shall not be applicable to any agency, instrumentality, or subdivision of the City that does not participate in work on or under this Agreement.

#### ARTICLE 13 - DEFINITIONS.

The term "head of the agency" or "Secretary", as used herein, means the Secretary of the Army; and the term "his duly authorized representative" means the Chief of Engineers, Department of the Army, or an individual or board designated by him.

#### Article 14 - ENVIRONMENTAL INDEMNIFICATION.

1. DEFINITIONS: All Capitalized terms used in this Article 14 shall have the meanings set forth below.



"Environment" means any water or water vapor, any land, including land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

"Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulation, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

"Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and/or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Property.

"Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (hereinafter, "CERCLA"), as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), or any other applicable Federal or State of Minnesota Environmental Law and the regulations promulgated thereunder.

"Indemnitee" means the Federal Government, its officers, directors, employees, agents and representatives.

"Release" has the same meaning as given to that term in CERCLA and the regulations promulgated thereunder.

2. REPRESENTATIONS AND WARRANTIES: Except as may otherwise be disclosed in the documents identified in Exhibit

"C" to this Agreement, Koch, as for the Property and any adjacent property owned and or operated by Koch and its affiliates, and Hastings, as for any property owned or operated by Hastings adjacent to the Property, represent and warrant to the Indemnitee that to the best of their knowledge, respectively:

(a) Neither the Property nor any adjacent property is being or has been used for the storage, treatment, generation, transportation, processing handling, production or disposal of an Hazardous Substance or as a landfill or other waste disposal site or for the storage of petroleum or petroleum based products.

(b) Underground storage tanks are not and have not been located on the Property.

(c) The soil, subsoil, bedrock, surface water and groundwater of the Property are free of any Hazardous Substances.

(d) There has been no Release nor is there the threat of a Release of any Hazardous Substance on, at or from the Property or any adjacent property which through soil, subsoil, bedrock, surface water or groundwater migration could come to be located on the Property, and Koch and Hastings have not received any form of notice or inquiry from any federal, state or local governmental agency or authority, any operator, tenant, subtenant, licensee or occupant of the Property or any other person with regard to a Release or the threat of a Release of any Hazardous Substance on, at or from the Property or any property adjacent to the Property.

(e) No event has occurred with respect to the Property which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Law or non-compliance with any Environmental Permit.

(f) There are no agreements (other than the Hastings/Koch Deed and this Amended Agreement), consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Property which require any change in the present condition of the Property or any work, repairs,

construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Property.

(g) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrance of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, as relates to the Property (ii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Property , or any adjacent property, or (iii) human exposure to any Hazardous Substance, or nuisances of whatever kind to the extent the same arise from the condition of the Property or the ownership, use, operation, sale, transfer or conveyance thereof.

3. COVENANTS OF KOCH AND HASTINGS: Koch and Hastings each covenant and agree with the Federal Government as follows (as relates to the Property):

(a) Koch and Hastings, as applicable, shall comply with all applicable Environmental Laws and shall obtain and comply with all Environmental Permits.

(b) Hastings shall not cause or permit any change to be made in the present or intended use of the Property which would (i) violate any applicable Environmental Law, (ii) constitute non-compliance with any Environmental Permit or (iii) increase the risk of a Release of any Hazardous Substance.

(c) Koch and Hastings shall promptly provide the Federal Government with a copy of all notifications which it gives or receives with respect to any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Property or any property that is adjacent to the Property).

4. INDEMNIFICATION PROVISIONS:

(a) As used herein, the term "Koch Contamination" shall mean any soil/water contamination on or migrating from

the Property that (i) exists at the date of the Hastings/Koch Deed, and (ii) was caused by Koch's (or prior owners', other than the Federal Government's) operations on the Property prior to the date of the Hastings/Koch Deed, to the extent not caused or aggravated by the Federal Government or its employees, invitees, agents, or contractors.

From and after execution of this instrument, Koch shall retain responsibility (as between Koch and the Federal Government) for remediating Koch Contamination in accordance with applicable law.

Koch agrees to indemnify, defend, and hold Indemnitee harmless from any and all claims, strict liability claims, demands, and causes of action asserted by any third party (collectively, "Third Party Claims") for or relating to:

(i) damage to property or the environment or bodily harm to persons that may result from Koch's (or its agents' or contractors') activities on the Property after the date of this Amended Agreement pursuant to the Hastings/Koch Deed, except to the extent any such Third Party Claims are caused by the negligence or willful misconduct of Indemnitee or Indemnitee's agents or contractors;

(ii) remediation (as required by applicable law) of Koch Contamination, except to the extent any such Third Party Claims are caused by the negligence or willful misconduct of, or breach of Indemnitee or Indemnitee's agents or contractors;

(iii) bodily harm to persons that may result from the Koch Contamination, except to the extent any such Third Party Claims are caused by the negligence or willful misconduct of Indemnitee or Indemnitee's agents or contractors.

The foregoing indemnity/hold-harmless provision shall be personal to Indemnitee, and shall not be assignable by Indemnitee nor shall it be applicable to future assigns of the Federal Government's interest in and to the Property; provided, however, that the indemnity/hold-harmless provision in Subparagraph (a)(i), above, shall be applicable to future assigns of the Federal Government's interest in and to the Property.

(b). Hastings hereby covenants and agrees , solely to the extent that Koch has failed (after reasonable opportunity to do so) to satisfy its obligations to indemnify and hold harmless the Federal Government as provided in this Article 14, paragraph 4(a) hereinabove, to undertake and perform such indemnifications and obligations. Koch hereby agrees to be liable to Hastings for any payments, damages, attorney fees, or other costs that Hastings may incur in its performance of this contingent indemnity, and to hold Hastings harmless in the performance of this contingent liability.

#### Article 15 - Koch's Reserved Access

Koch (and its agents and contractors) shall have the right to use the Alternate Access Road for the purpose of accessing their adjacent property and for the purpose of fulfilling any inspection, verification, and remediation obligations required by this Agreement or otherwise. To the extent that the exercise of this right of access causes any material disruption or harm to the Alternate Access Road or the Property, Koch shall, without unreasonable delay, restore the roadway and Property, as nearly as is reasonably practicable, to the condition in which it existed prior to such disruption/harm.

#### Article 16 - NOTICES.

Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or mailed by first-class, registered or certified mail, as follows:

If to Koch:

Koch Petroleum Group, L.P.  
Legal Department  
4111 East 37th Street North  
Wichita, KS 67220

If to the Federal Government:

District Engineer  
U.S. Army Corps of Engineers  
St. Paul District  
190 Fifth Street East

St. Paul, MN 55101-1638

If to Hastings:

Mayor, City of Hastings  
101 4th Street East  
Hastings, MN 55033-1955

A party may change the address to which such communications are to be directed by giving written notice to the other parties herein in the manner provided in this Article.

Article 17 - COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

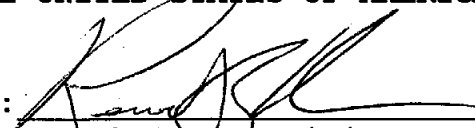
Article 18 - APPROVAL.

This agreement shall be subject to the written approval of the District Engineer or his authorized representative, and shall not be binding until so approved.

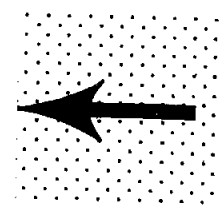
**EXECUTIONS**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**THE UNITED STATES OF AMERICA**

By:   
Kenneth S. Kasprisin  
Colonel, Corps of Engineers  
District Engineer  
St. Paul District  
U.S. Army Corps of Engineers

Date: 9 APR 01



**THE CITY OF HASTINGS**

By: \_\_\_\_\_  
Michael D. Werner  
Mayor  
City of Hastings, Minnesota

Date: \_\_\_\_\_

And

**KOCH PETROLEUM GROUP, L.P.**

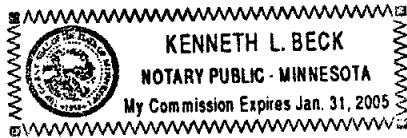
By: \_\_\_\_\_  
Its:  
KPG/GP, Inc.  
Its General Partner

Date: \_\_\_\_\_

Acknowledgements

This Agreement was executed before me this 9 day of April, 2001 by Kenneth S. Kasprisin, who is personally known to me to be the District Engineer of the St. Paul District of the U.S. Army Corps of Engineers.

(seal)



Kenneth L Beck  
Notary Public

My Commission Expires January 31, 2005

I, \_\_\_\_\_, certify that I am the City Clerk of the City of Hastings, State of Minnesota; that Michael D. Werner signed this Amendment Agreement on behalf of said City of Hastings, being then Mayor; that said Amendment Agreement was duly signed for and on behalf of said City by authority of its governing body and is within the scope of said governing body's corporate and legislative powers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

(seal)

\_\_\_\_\_

City Clerk, City of Hastings

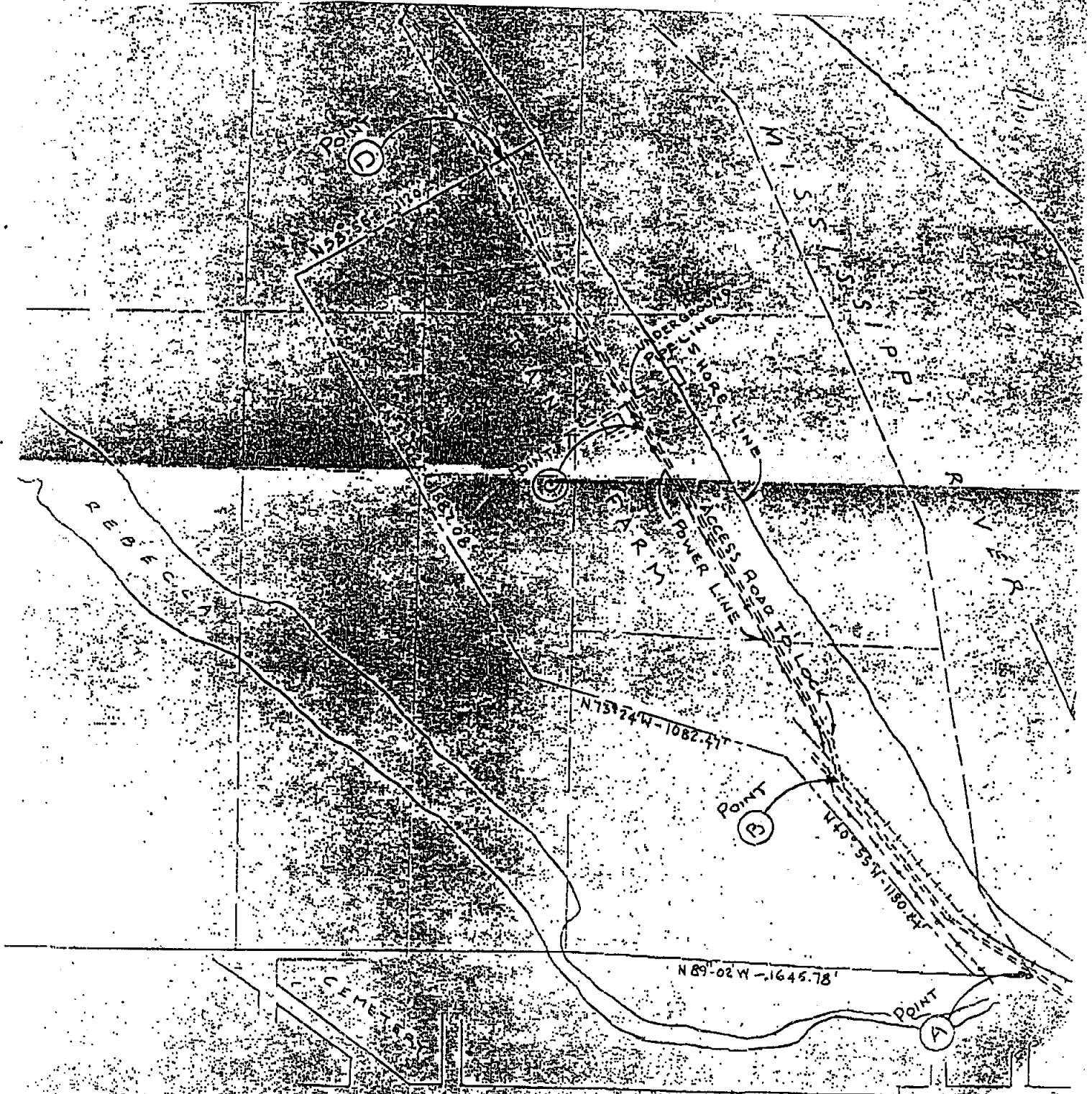
This Agreement was executed before me this \_\_\_\_\_ day of April, 2001 by \_\_\_\_\_ of KPG/GP, Inc., a Delaware corporation, General Partner of Koch Petroleum Group, L.P., a Delaware Limited partnership, on behalf of the corporation.

(seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



# Exhibit "A" Existing Access Road



DWN. NO.	REFERENCE DRAWINGS	DATE	CHK
		2-05-01	APF

## Exhibit "B"

### Estimated Cost to Repair the Existing Access Road

#### SCHEDULE A: CONSTRUCTION COSTS

1	MOBILIZATION	1	LS	\$15,000.00	\$15,000.00
2	CLEARING	2	TREE	\$300.00	\$600.00
3	GRUBBING	2	TREE	\$300.00	\$600.00
4	REMOVE CURB & GUTTER	100	LF	\$3.00	\$300.00
5	REMOVE BITUMINOUS PAVEMENT	12500	SY	\$2.00	\$25,000.00
6	REMOVE GUARD RAIL (POSTS AND CABLES)	500	LF	\$6.00	\$3,000.00
7	REMOVE WOOD POSTS	1	LS	\$5,000.00	\$5,000.00
8	REMOVE CONCRETE BUMPERS	1	LS	\$1,000.00	\$1,000.00
9	COMMON EXCAVATION (P)(EV)	2600	CY	\$7.00	\$18,200.00
10	SUBGRADE EXCAVATION (EV)	520	CY	\$7.00	\$3,640.00
11	TOPSOIL BORROW (LV)	500	CY	\$10.00	\$5,000.00
12	SALVAGED SUBGRADE MATERIAL FROM (CV)	17350	CY	\$7.00	\$121,450.00
13	6" - AGGREGATE BASE CLASS 5	5900	T	\$7.00	\$41,300.00
14	BITUMINOUS MATERIAL FOR TACK COAT	1400	GAL	\$2.00	\$2,800.00
15	2" - WEARING COURSE MIXTURE	1720	T	\$29.00	\$49,880.00
16	2" - BASE COURSE MIXTURE	1700	T	\$26.00	\$44,200.00
17	SAWED AND SEALED JOINT	3125	LF	\$1.25	\$3,906.25
18	CONCRETE CURB & GUTTER (B618)	10000	LF	\$7.00	\$70,000.00
19	7" CONCRETE DRIVEWAY PAVEMENT	30	SY	\$33.00	\$990.00
20	8" CONCRETE TRAIL CROSSING	90	SY	\$35.00	\$3,150.00
21	MODULAR BLOCK RETAINING WALL	1450	SF	\$17.00	\$24,650.00
22	4' BLACK VINYL COATED WOVEN WIRE FENCE	300	LF	\$12.00	\$3,600.00
23	12" RC PIPE SEWER CLASS V	1750	LF	\$30.00	\$52,500.00
24	15" RC PIPE SEWER CLASS V	25	LF	\$32.00	\$800.00
25	24" X 36" CATCHBASIN	19	EA	\$1,200.00	\$22,800.00
26	48" STORM MANHOLE	4	EA	\$1,500.00	\$6,000.00
27	CASTING ASSEMBLY	23	EA	\$400.00	\$9,200.00
28	12" RC APRON W/ TRASHGUARD	10	EA	\$450.00	\$4,500.00
29	15" RC APRON W/ TRASHGUARD	1	EA	\$550.00	\$550.00
30	CL III RIPRAP	10	CY	\$80.00	\$800.00
31	EROSION CONTROL BLANKET (PYRAMAT)	2100	SY	\$15.00	\$31,500.00
32	CATCHBASIN INLET PROTECTION	19	EA	\$200.00	\$3,800.00
33	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
34	4" BROKEN YELLOW LINE - EPOXY	5000	LF	\$0.50	\$2,500.00
35	SODDING - LAWN TYPE	11200	SY	\$2.00	\$22,400.00
36	SILT FENCE, TYPE HEAVY DUTY	6000	LF	\$2.50	\$15,000.00
				<b>TOTAL</b>	<b>\$620,620.00</b>

#### SCHEDULE B: ENGINEERING AND ADMINISTRATION COSTS

1	TOPOGRAPHIC SURVEY				\$3,600.00
2	GEOTECHNICAL EVALUATION				\$3,700.00
3	COORDINATION BETWEEN CONSULTANTS				\$2,500.00
4	DESIGN				\$38,500.00
5	CONSTRUCTION ADMINISTRATION				\$8,400.00
6	CONSTRUCTION INSPECTION				\$36,000.00
7	CONSTRUCTION STAKING				\$9,000.00
8	MATERIALS TESTING				\$6,300.00
9	MISCELLANEOUS EXPENSES				\$3,000.00
				<b>TOTAL</b>	<b>\$111,000.00</b>

**GRAND TOTAL**

**\$731,620.00**

**Exhibit C – Environmental Reports**  
**Amended and Restated Road Maintenance Agreement**  
**U.S. Army Corps of Engineers, St. Paul District**  
**City of Hastings**  
**Koch Petroleum Group**

1. Phase I Environmental Assessment and Limited Site Investigation Work Plan for the Hastings Terminal Property; Barr Engineering, January 1998.
2. Site Investigation Report; Barr, August 1999.
3. Site Investigation Report Addendum – November 1999 Sampling Event; Barr, February 2000.
4. Corrective Action Plan – Soil; Barr, February 2000.
5. Letter regarding Petroleum Storage Tank Release Investigation and Corrective Action; Koch Petroleum Group, August 8, 2000.
6. Letter regarding completed petroleum corrective actions; Koch, October 30, 2000.
7. Letter regarding Petroleum Tank Release Site File Closure; Minnesota Pollution Control Agency, November 15, 2000.
8. Letter regarding Petroleum Storage Tank Release Liability; MPCA, December 22, 2000.
9. No Association Determination letter; MPCA, January 10, 2001.
10. Limited Site Investigation Summary and Site Inventory, October 1998
11. Updated and Revised Limited Site Investigation Summary, February 1999.
12. Koch Letter to MPCA regarding Lead Soil Corrective Actions, March 12, 2001.

# MEMO

---

**To:** Honorable Mayor and City Council Members  
**From:** Tom Montgomery  
**Subject:** Approve Special Warranty Deed for Koch Tank Farm Property and Authorize Signing of Document  
**Date:** April 12, 2001

---

Enclosed for Council approval is a copy of the Special Warranty Deed and Bill of Sale transferring the Koch property to the City of Hastings. Koch has completed cleanup of the site to the satisfaction of the MPCA and is now able to transfer the property to the City.

The following is a brief summary of the high points of the deed agreement:

1. **KOCH RESERVED PROPERTY** - Koch is keeping a 300 ft. wide strip of the property adjacent to Lake Rebecca where the old tanks were located (see Exhibit B). Koch wishes to monitor this area for a few years before releasing this property.
2. **LEAD PAINT CHIP SOIL ENCAPSULATION** - As part of the deed agreement, the City will encapsulated the lead paint chip contaminated soil that is stockpiled on the site beneath the new roadway as part of the road construction project. Koch has also agreed to reimburse the City for the \$14,800 expense of encapsulating this material.
3. **MPCA DEED RESTRICTIONS** - As part of the approval of Koch's corrective actions plan, the MPCA required certain deed restriction on the future use of the property. These restrictions are:
  - a. Prohibition of drilling water wells on the property
  - b. Prohibition against residential development of the property
  - c. Prohibition against signification excavations on the property without prior written consent of Koch and the MPCA
  - d. Permission of reasonable access to the property for Koch and the MPCA to inspect the property, verify compliance with deed restrictions, and conduct environmental remediation activities if necessary.
4. **NATURAL RESOURCES DAMAGE MITIGATION** - The tank farm property was formerly federal government property and as such the federal government has certain rights on the property to comment about damages to natural resources. The City and Koch have been coordinating future plans for this area with the U.S. Fish and Wildlife Service and the National Parks Service. The City approved Riverfront Improvement Concept Plan calls for this area to be returned to a natural area. Both the U.S. Fish and Wildlife Service and the National Parks Service are in agreement with this plan. The warranty deed addresses

the federal government's Natural Resources Damage concerns by referencing the City's concept plan for the area, and calling for eventual planting and maintenance of natural vegetation as called for in our concept plan.

**SPECIAL WARRANTY DEED  
AND  
BILL OF SALE**

**STATE OF MINNESOTA )**  
**) KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF DAKOTA     )**

THAT Koch Petroleum Group, L.P. ("Koch"), a Delaware limited partnership, having a place of business at 4111 East 37th Street North, Wichita, Kansas 67220, for and in consideration of good and valuable consideration paid by Buyer (as named below), the receipt and sufficiency of which are acknowledged by Koch, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY to The City of Hastings, Minnesota ("Buyer"), having a place of business at \_\_\_\_\_, the property and premises specifically described on Exhibit A (which exhibit is attached hereto and made a part hereof), with the approximate location of such property and premises being as shown on Exhibit B (which exhibit is attached hereto and made a part hereof), such property and premises being located in Dakota County, Minnesota.

Such property specifically described in Exhibit A (subject to the exceptions and reservations stated or referred to in Exhibit A) together with all and singular the rights and appurtenances belonging in any way to such property, shall hereinafter collectively be referred to as the "Property".

**Koch hereby reserves and excepts** to itself, its successors and assigns, the right to reasonably use mutually agreed-upon portions of the Property for ingress and egress to and from the property defined on Exhibit A as the "Retained Tract," such property being retained by Koch and not being conveyed to Buyer hereunder (such access rights shall be included within the term "Access Rights," as defined below). Upon the request of either Koch or Buyer, the parties shall specifically describe, in a document recordable in the applicable County land records, the mutually agreed-upon portions of the Property that may be used by Koch for such access (the costs of preparing any maps or surveys for such document shall be paid by Koch).

TO HAVE AND TO HOLD the Property, subject to the provisions contained in this Special Warranty Deed and Bill of Sale, to Buyer, its successors and assigns forever, and Koch binds itself and its successors and assigns to warrant and forever defend all and singular the Property to Buyer and its successors and assigns against every person

lawfully claiming or to claim all or any part of the Property, subject to the provisions stated above, by, through, or under Koch, but not otherwise.

In lieu of a cash purchase price, the consideration to Koch for this sale of the Property shall be Buyer's agreement to perform, and the performance of, Buyer's promises and obligations hereunder.

This Special Warranty Deed and Bill of Sale is executed, delivered, and accepted pursuant to the following provisions concerning Condition of the Property, Insurance, Environmental Matters, and Post-Closing Obligations and Restrictive Covenants, which shall survive the execution, deliverance, and acceptance of this Special Warranty Deed and Bill of Sale.

### **CONDITION OF THE PROPERTY**

Without limiting Koch's environmental remediation obligations and/or Koch's third-party indemnity obligations as provided for below, Buyer accepts the Property in its "AS IS" CONDITION, WITH ALL FAULTS AND DEFECTS, BOTH PATENT AND LATENT, AND BUYER HEREBY RELEASES KOCH FROM ANY AND ALL LIABILITY FOR FAULTS OR DEFECTS (WHETHER PATENT OR LATENT) IN, OR RELATED TO, THE PROPERTY, REGARDLESS OF HOW CAUSED (KOCH'S NEGLIGENCE OR OTHERWISE).

### **INSURANCE**

Buyer shall maintain in full force and effect, at Buyer's cost, the following insurance for a period of not less than five (5) years from and after the date of this Special Warranty Deed and Bill of Sale (provided, however, that if Buyer or its successors convert the existing barge dock on the Property to a fishing dock or other public-use dock within such five [5] year period, such period shall be extended to not less than three [3] years from and after the date such conversion is accomplished)-

Commercial General Liability Insurance (which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 96 with standard exclusions "a" through "n"), covering the Property and any related facilities or equipment, with a minimum limit of \$2,000,000 per occurrence and in the aggregate for bodily injury and property damages, and shall name Koch as an additional insured on such policy using Endorsement CG 20 26 11 85, with such insurance being primary to and not in excess of any other insurance available to Koch. Upon the request of Koch, Buyer will provide Koch with a certificate of insurance evidencing such insurance coverage. Each policy of insurance secured and maintained by Buyer pursuant to this paragraph: (i) shall be issued by insurance companies acceptable to Koch and in a form satisfactory to Koch, and (ii.) shall be endorsed to provide that Koch shall be given not less than thirty (30) days prior written notice of any cancellation or material change in coverage. The insurance limits specified above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

## ENVIRONMENTAL MATTERS

Upon execution of this instrument, Buyer shall, as between Buyer and Koch, assume all responsibility for remediating (in accordance with applicable law and/or any other legally-binding requirement) any soil/water contamination on or migrating from the Property, except for soil/water contamination that (i.) exists at the date of this instrument, and (ii.) was caused by Koch's (or prior owners') operations on the Property prior to the date of this instrument. Such Koch-related contamination, to the extent not caused or aggravated by Buyer or Buyer's employees, invitees, agents, or contractors, shall be referred to hereinafter as the "Koch Contamination."

From and after execution of this instrument, Koch shall retain responsibility (as between Koch and Buyer) for remediating Koch Contamination in accordance with applicable law. Buyer agrees that Koch shall have absolute control concerning any interactions with applicable governmental agencies concerning such remediation. Koch agrees to keep Buyer timely and reasonably informed with respect to any such interactions, to the extent Buyer requests to be kept informed.

As provided for and to the extent detailed below, Koch (and its agents and contractors) shall have the right of access to the Property for certain inspection, verification, and remediation matters (such rights of access, together with the access rights retained pursuant to the provision on page 1 of this instrument, shall be referred to as the "Access Rights"). To the extent that the exercise of such Access Rights causes any material disruption or harm to the Property, Koch shall, without unreasonable delay, restore such area of the Property, as nearly as is reasonably practicable, to the condition in which it existed prior to such disruption/harm.

**Koch agrees to indemnify, defend, and hold Buyer harmless from any and all claims, strict liability claims, demands, and causes of action asserted by any third party (collectively, "Third Party Claims") for or relating to:**

**(i.) damage to property or the environment or bodily harm to persons that may result from Koch's (or its agents' or contractors') activities on the Property pursuant to such Access Rights, except to the extent any such Third Party Claims are caused by the negligence or willful misconduct of, or breach of agreement by, Buyer or its agents or contractors;**

**(ii.) remediation (as required by applicable law) of Koch Contamination, except to the extent any such Third Party Claims are caused by the negligence or willful misconduct of, or breach of agreement by, Buyer or its agents or contractors;**  
or

**(iii.) bodily harm to persons that may result from the Koch Contamination, except to the extent any such Third Party Claims are caused by the negligence or willful misconduct of, or breach of agreement by, Buyer or its agents or contractors.** The foregoing indemnity/hold-harmless provision shall be personal to Buyer, and shall not be assignable by Buyer nor shall it be applicable to future owners of the Property; provided, however, that the indemnity/hold-harmless provision in Subparagraph (i), above, shall be applicable to future owners of the Property.



## POST-CLOSING OBLIGATIONS AND RESTRICTIVE COVENANTS

1. The following restrictive covenants, conditions, and restrictions are hereby mutually agreed upon by Koch and Buyer:

(a.) In no event shall any water wells be installed on any portion of the Property, nor shall any portion of the Property be used for any other type or form of withdrawal of groundwater for any private or public use, including, but not limited to, recreational, potable, irrigation, commercial, industrial, or residential use.

(b.) In no event shall any portion of the Property be used for residential purposes.

(c.) No significant soil excavation shall occur on any portion of the Property without the prior written consent of Koch and the Minnesota Pollution Control Agency ("MPCA") (or, if applicable, the successors to Koch and/or the MPCA); such consent may include conditions that Koch and/or the MPCA (or their successors) deem reasonable and necessary as relating to such excavation.

(d.) Prior to the date of this instrument, Koch excavated certain chromium/lead-contaminated soil (the "Chromium Soil") on the Property and placed such Chromium Soil on a portion of the Property. Without unreasonable delay after the date of this instrument, at a specific time mutually agreeable to the parties, Buyer's contractor shall place such Chromium Soil on a designated strip on the Property, with Koch paying Buyer the amount of \$14,800 (payable within 15 days after the completion of such placement and related activities) as reimbursement of Buyer's costs relating to such placement and related activities (such related activities will include any necessary site safety planning and field exposure monitoring). Koch shall have the right to have an inspector present on the Property during such activities. As mutually agreed upon by the Parties, Buyer is to, without delay after the date of this instrument, and at Buyer's cost and expense, construct a roadway on the designated strip and over such Chromium Soil, thereby covering and encapsulating the Chromium Soil. Such road shall be constructed substantially as shown on the attached Exhibit B. Such road shall be left in place and maintained in its original location on the Property, except to the extent that changes are consented to by Koch and the MPCA (or their successors); such consent may include conditions that Koch and/or the MPCA (or their successors) deem reasonable and necessary as relating to such changes. If, for any reason (other than the fault of Koch, its successors, and/or the agents and contractors of any of them) such road needs to be repaired and/or replaced in the future, Buyer shall be responsible (as between Koch and Buyer) for the costs of such repair/replacement. To the extent that an "Act of God" or other similar event beyond the control of Buyer causes damage or disruption to such road that creates a need for additional remediation of the Chromium Soil, Koch shall be responsible for performing such remediation, pursuant to Koch's responsibilities hereunder for Koch Contamination.

(e.) Koch and the MPCA and their successors, and the agents and contractors of any of them, shall have the right of reasonable access to the Property (without charge) after the date of this instrument for the purpose of inspecting the Property, verifying compliance with the foregoing covenants, and conducting environmental remediation activities if necessary.

2. The covenants, conditions and restrictions set forth in Paragraph 1, above, shall apply to and bind each and every current and future owner of any part of the Property and their respective heirs, devisees, personal representatives, successors and assigns, and any other party holding any right, title, or interest in or to the Property, and shall operate as a covenant running with the Property as provided by law and passing with the title to the Property and any part thereof. The covenants, grants and restrictions contained herein shall continue unless and until terminated or modified in writing by Koch and the MPCA (or their successors), with such written termination or modification being in a recordable form if so requested by the owner of the Property.

3. Invalidation of any of the terms and conditions of the covenants, conditions, and restrictions set forth in Paragraph 1, above, whether by court order, applicable law, or otherwise, shall in no way affect any of the other covenants, conditions, and restrictions, all of which shall remain in full force and effect.

4. The covenants, conditions and restrictions set forth in Paragraph 1, above, shall be incorporated in full or by reference into all instruments conveying an interest in and/or a right to use the Property (e.g., easements, mortgages, leases).

#### MISCELLANEOUS

Buyer recognizes and acknowledges that Koch is currently in the process of addressing concerns raised by various governmental agencies relating to potential natural resource damage to the Property and to property other than the Property. Koch contemplates that addressing these concerns would involve, among other things, an agreement to plant and maintain certain vegetation on certain designated properties, and Koch and Buyer have previously discussed the possibility of Buyer agreeing to plant and maintain certain vegetation on the Property in the course of Buyer's ongoing use of the Property for a park and recreational area. As part of the consideration to Koch for the conveyance of the Property hereunder, Buyer agrees to, upon Koch's request, negotiate with Koch in good faith after the closing of the conveyance hereunder regarding entering into a written agreement with Koch concerning the planting and maintenance of certain vegetation on the Property, with such agreement having form and content acceptable to the applicable governmental agencies. The parties contemplate that the planting and maintenance would be substantially as noted in that certain Hastings Riverfront Park Restoration Plan report dated March 31, 2001 prepared by the Buyer's consultant, with the City agreeing to maintain such vegetation in the agreed-upon state.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2001 by:

KOCH PETROLEUM GROUP, L.P. ("Koch")

By: KPG/GP, INC., its general partner

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

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

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by:

The CITY OF HASTINGS, MINNESOTA (“Buyer”)

By: \_\_\_\_\_  
Printed Name: Michael D. Werner  
Title: Mayor, City of Hastings, Minnesota

State of \_\_\_\_\_ )  
  ) ss  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_ of KPG/GP, Inc., a Delaware corporation, General Partner of Koch Petroleum Group, L.P., a Delaware limited partnership, on behalf of the corporation.

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

My Commission Expires: \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the City Clerk of the City of Hastings, State of Minnesota; that Michael D. Werner signed this Special Warranty Deed and Bill of Sale on behalf of said City of Hastings, being then Mayor; that said Special Warranty Deed and Bill of Sale was duly signed for and on behalf of said City by authority of its governing body and is within the scope of said governing body's corporate and legislative powers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

\_\_\_\_\_  
City Clerk, City of Hastings

DRAFTED BY:  
Allen Olson, Attorney  
Koch Petroleum Group, L.P.  
4111 East 37<sup>th</sup> Street North  
Wichita, Kansas 67220

EXHIBIT A

to  
Special Warranty Deed and Bill of Sale dated \_\_\_\_\_, 2001 by and between  
Koch Petroleum Group, L.P. and The City of Hastings, Minnesota

A tract of land situated in Section 21, Township 115 N, Range 17 W, 5<sup>th</sup> Principal Meridian, Dakota County, Minnesota, more specifically described as follows:

Beginning at meander corner on south line of said Section 21, said corner being 1,885.78 feet easterly of one quarter corner, which is 25.27 feet westerly of a witness corner monument, thence westerly along south line of said Section 21, on an assumed bearing of N 89 degrees 02 minutes W, 240.00 feet; thence North 40 degrees 55 minutes West, 1,180.84 feet; thence North 73 degrees 24 minutes West, 1,082.47 feet; thence North 31 degrees 02 minutes West, 1,887.08 feet; thence North 58 degrees 55 minutes East 1,120 feet, more or less, to shore line of Mississippi River; thence southeasterly along said shore line, 4,200 feet, more or less, to the south line of said Section 21, thence westerly along said south line, on an assumed bearing of North 89 degrees 02 minutes West, 85 feet, more or less, to the point of beginning;

Less and Except that portion described as follows: Commencing at meander corner on south line of said Section 21, said corner being 1,885.78 feet easterly of one quarter corner, which is 25.27 feet westerly of a witness corner monument, thence westerly along south line of said Section 21, on an assumed bearing of N 89 degrees 02 minutes W, 240.00 feet; thence North 40 degrees 55 minutes West, 1,180.84 feet; thence North 73 degrees 24 minutes West, 637.28 feet to the point of beginning; thence continuing along last described line, 445.19 feet; thence North 31 degrees 02 minutes West, 1,887.08 feet; thence North 58 degrees 55 minutes East 300 feet; thence South 31 degrees 02 minutes 00 seconds East, 2,216.27 feet to the point of beginning (the "Retained Tract").

**SUBJECT TO THE FOLLOWING EXCEPTIONS AND RESERVATIONS: (1.) All easements, restrictions, and reservations of record; (2.) All matters apparent from a visual inspection of said real property; and (3.) All logos, emblems, signs, trademarks, trade names, and service marks that are the property of Koch.**

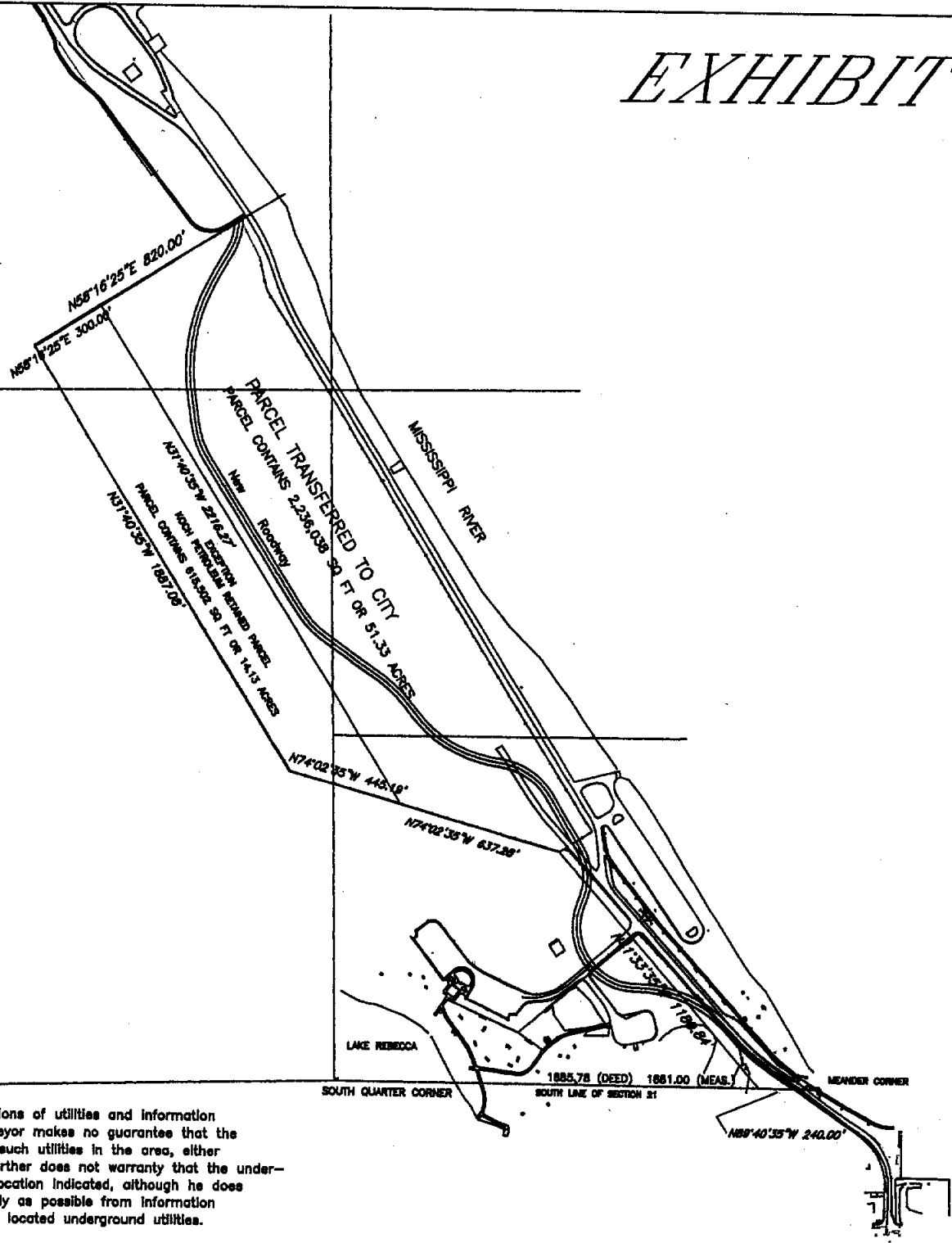
# EXHIBIT B

SCALE: 1"=600'



## LEGEND

- ◇ . . . . . FIRE HYDRANT
- . . . . . WATER VALVE
- . . . . . MANHOLE
- ⊠ . . . . . CATCH BASIN
- ⊞ . . . . . POWERPOLE
- ⊛ . . . . . LIGHT POLE
- . . . . . GUY
- ⊠ . . . . . TRANSFORMER
- ⊞ . . . . . ELECTRO METER
- ⊞ . . . . . TV PEDESTAL
- ⊞ . . . . . TELEPHONE PEDESTAL
- ⊞ . . . . . AIR CONDITIONER
- ⊞ . . . . . HAND HOLE
- . . . . . SEMAPHORE
- ⊞ . . . . . GAS METER
- ⊞ . . . . . SANITARY SEWER
- ST . . . . . STORM SEWER
- W . . . . . WATERMAIN
- G . . . . . UNDERGROUND GAS MAIN
- T . . . . . UNDERGROUND TELEPHONE
- E . . . . . UNDERGROUND ELECTRIC
- TV . . . . . UNDERGROUND CABLE T.V.
- OU . . . . . OVERHEAD UTILITY LINES
- . . . . . IRON MONUMENT FOUND
- . . . . . IRON PIPE MONUMENT SET
- ⊞ . . . . . EXISTING SPOT ELEVATION
- . . . . . SOIL BORING
- ▲ . . . . . SIGN
- . . . . . DECIDUOUS TREE
- . . . . . CONIFEROUS TREE
- ⊞ . . . . . DENOTES TREE AND BRUSH LIMITS



This survey reflects above ground indications of utilities and information available from asbuilt drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warranty that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located underground utilities.

CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA

Resolution No. \_\_\_\_\_

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE LOCK AND DAM ACCESS ROAD AND RIVERFRONT TRAIL IMPROVEMENT PROJECT**

WHEREAS, pursuant to an advertisement for bids for the Lock and Dam Access Road and Riverfront Trail Improvement Project, bids were opened on March 29, 2001 and tabulated according to law, and the following bids were received:

<u>BIDDER</u>	<u>BID PRICE</u>
Holst Excavating	\$890,071.00
Veit & Co. Inc.	\$917,700.00
S. M. Hentges & Sons, Inc.	\$935,895.10
Ace Blacktop, Inc.	\$958,421.50
Carl Bolander & Sons Co.	\$1,083,821.30
Bituminous Roadways	\$1,207,110.25

WHEREAS, it appears that Holst Excavating is the lowest responsible bidder;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS;** that the Clerk and Mayor are hereby authorized and directed to enter into a contract with Holst Excavating in the amount of \$890,071.00 for the Lock and Dam Access Road and Riverfront Trail Improvement Project.

**ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 16<sup>th</sup> DAY OF APRIL, 2001.**

Ayes:

Nays:

\_\_\_\_\_  
*Michael D. Werner, Mayor*

ATTEST:

\_\_\_\_\_  
*Melanie Mesko, City Clerk*

SEAL

## VII-1 & VIII-B-1

### MEMORANDUM

**To:** Mayor Werner and City Council  
**From:** Matthew Weiland, City Planner  
**Subje** Public Hearing (Chapter 4 Construction  
**ct:** Regulations -SEC. 4.15 ACCESSORY  
STRUCTURES)  
**Date:** April 12, 2001

#### **Background**

The City currently has very few and vague ordinance requirements regulating accessory building and structures. City Council members and City staff have received complaints recently about new accessory structures/buildings that were constructed. In response to these complaints and anticipated future problems, City staff were directed to draft new accessory structure/building regulations.

The new regulations being proposed are based on what many other cities require for minimum standards for accessory structures and buildings. The main changes these standards add to the City's existing ordinance are size requirements, impervious surface requirements, and stronger design elements. These ordinance changes are being proposed to eliminate bad developments, rather than punish good development. The majority of existing accessory structures/buildings in the City would meet the minimum requirements of the new proposed ordinances. I have enclosed maps of different sections of the City, depicting how the new ordinances would be enforced and their impacts. These new proposed ordinances will provide the City a clear tool to use in regulating future accessory structure/building development

**Hastings Planning Commission Public Hearing:** No public comments were received at the planning commission public hearing.

**Planning Commission Recommendation:** The Hastings Planning Commission recommended approval of an ordinances amending Chapter 4 Chapter -SEC. 4.15 ACCESSORY STRUCTURES, at their 3/36/01 meeting.

**City Council Recommendation 4/2/01** - The City Council recommended approval of the first reading of the proposed ordinance changes amending Chapter 4 Construction Regulations -SEC. 4.15 ACCESSORY STRUCTURES and ordered a public hearing for April 16<sup>th</sup>, 2001.

#### **Recommendation:**

**Motion to recommend approval of an ordinance amending Chapter 4 Construction Regulations -SEC. 4.15 ACCESSORY STRUCTURES**



I HEREBY CERTIFY that the above is a true and correct copy of an ordinance presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the \_\_\_\_\_ of \_\_\_\_\_, 2001, as disclosed by the records of the City of Hastings on file and of record in the office.

---

Melanie Mesko, Administrative Assistant/ City Clerk

(SEAL)

This instrument drafted by:  
City of Hastings  
101 4th ST.  
Hastings, MN 55033

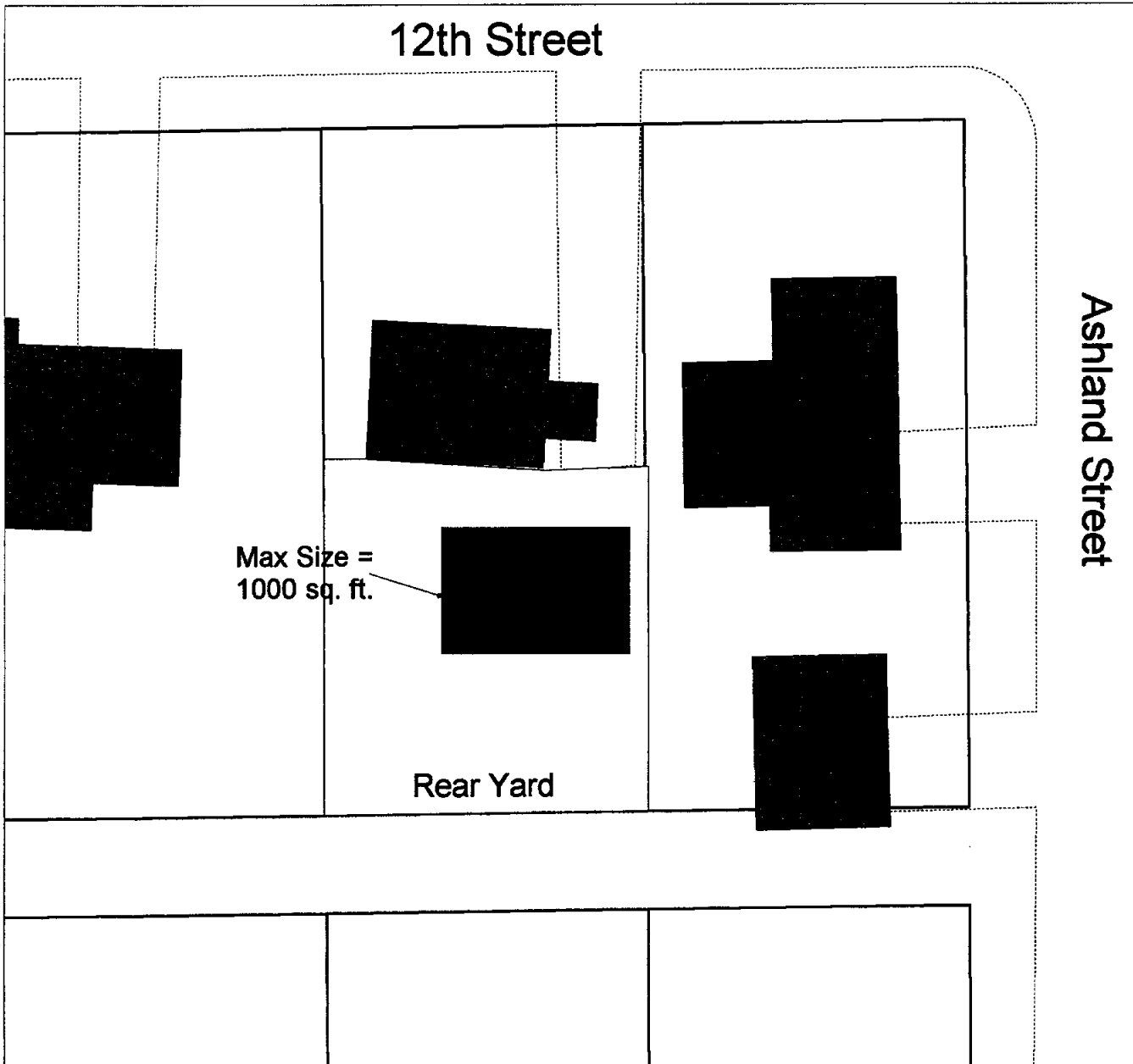


Accessory Structure Numbers

	Address	Size of Lot	% of lot in rear yard	Rear Yard Size	25%	30%	35%
1	214 6th Street East	4652	74%	3420	855	1,026	1,197
2	351 Cari Park Lane	5143	39%	2004	501	601	701
3	1179 Teal Way	7220	51%	3705	926	1,112	1,297
4	751 4th Street West	7401	40%	2959	740	888	1,036
5	1832 Forest Street	7969	37%	2962	741	889	1,037
6	1602 Ramsey Street	8787	36%	3146	787	944	1,101
7	940 Bailey	8797	68%	6004	1,501	1,801	2,101
8	1102 1st Street East	8802	49%	4272	1,068	1,282	1,495
9	503 2nd Street West	9110	44%	4002	1,001	1,201	1,401
10	409 12th Street West	9215	52%	4771	1,193	1,431	1,670
11	1024 4th Street West	9732	64%	6274	1,569	1,882	2,196
12	541 6th Street West	9922	40%	4003	1,001	1,201	1,401
13	1359 19th Street	9951	40%	3936	984	1,181	1,378
14	280 Crestview Drive	11125	37%	4091	1,023	1,227	1,432
15	1616 Todd Court	11166	31%	3486	872	1,046	1,220
16	3240 Leroy Avenue	11355	52%	5885	1,471	1,766	2,060
17	1958 Louis Lane	11439	52%	5957	1,489	1,787	2,085
18	1337 Madison Street	12468	36%	4466	1,117	1,340	1,563
19	1771 Manor Lane	13748	47%	6504	1,626	1,951	2,276
20	1200 14th Street	14995	62%	9299	2,325	2,790	3,255
21	1441 Brooke Court	18836	48%	9118	2,280	2,735	3,191
22	3605 Red Wing Boulevard	30001	53%	16018	4,005	4,805	5,606

# CITY OF HASTINGS




409 12th Street West

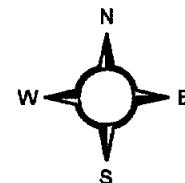


Lot Size - 9215 sq. ft.  
Rear Yard Size - 4771 sq. ft.

25% Rear Yard - 1193 sq. ft.  
30% Rear Yard - 1431 sq. ft.  
35% Rear Yard - 1670 sq. ft.

## Legend

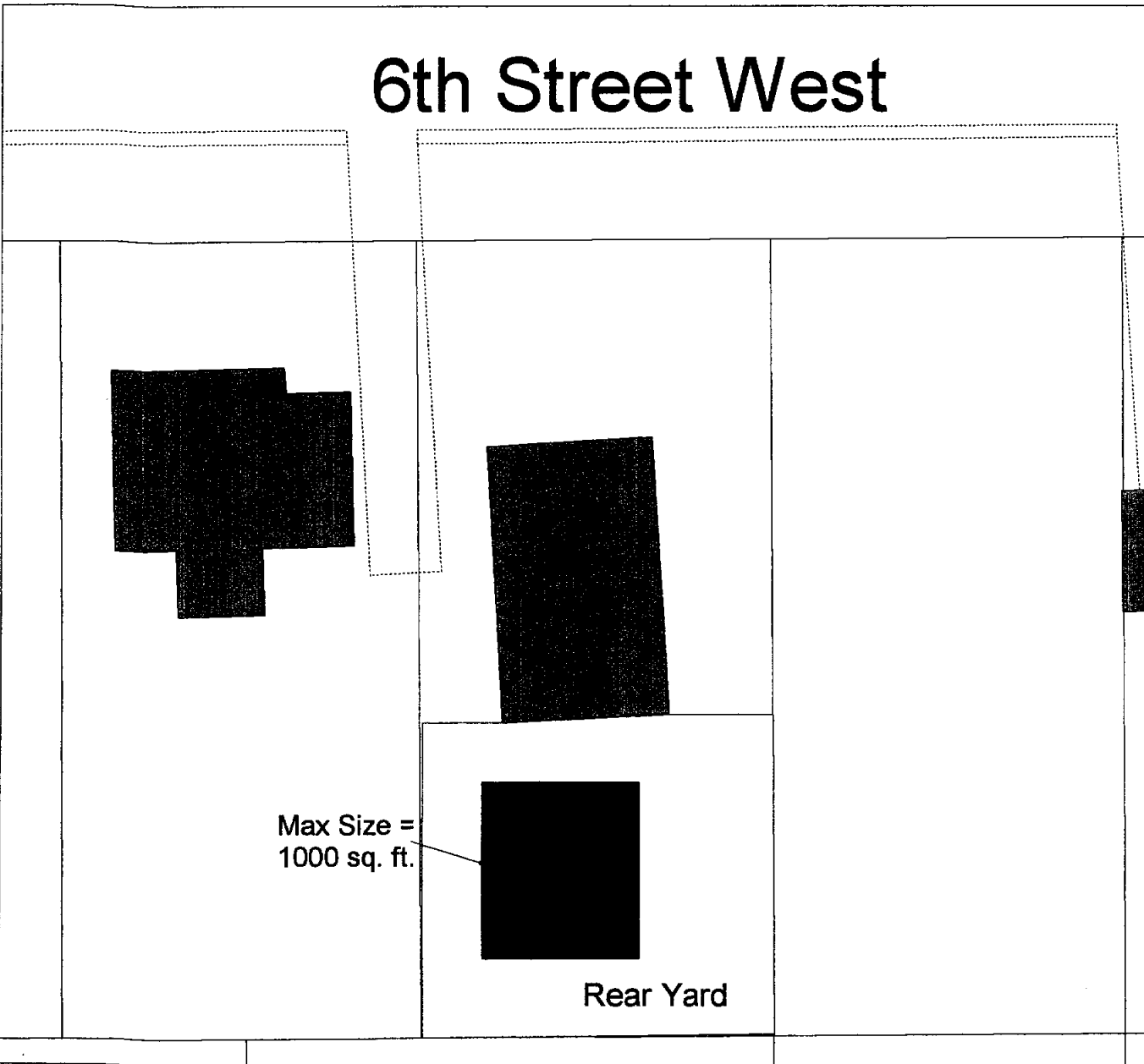
-  Buildings
-  Parcels
-  Roads



# CITY OF HASTINGS

541 6th Street West

## 6th Street West






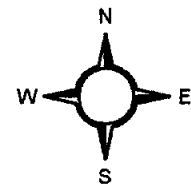
Max Size =  
1000 sq. ft.

Rear Yard

Lot Size - 9922 sq. ft.  
Rear Yard Size - 4003 sq. ft.  
  
25% Rear Yard - 1001 sq. ft.  
30% Rear Yard - 1201 sq. ft.  
35% Rear Yard - 1401 sq. ft.

### Legend

-  Buildings
-  Parcels
-  Roads



# CITY OF HASTINGS




1359 19th Street West

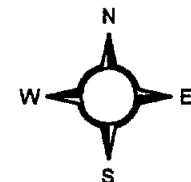


Lot Size - 9951 sq. ft.  
Rear Yard Size - 3936 sq. ft.

25% Rear Yard - 984 sq. ft.  
30% Rear Yard - 1181 sq. ft.  
35% Rear Yard - 1378 sq. ft.

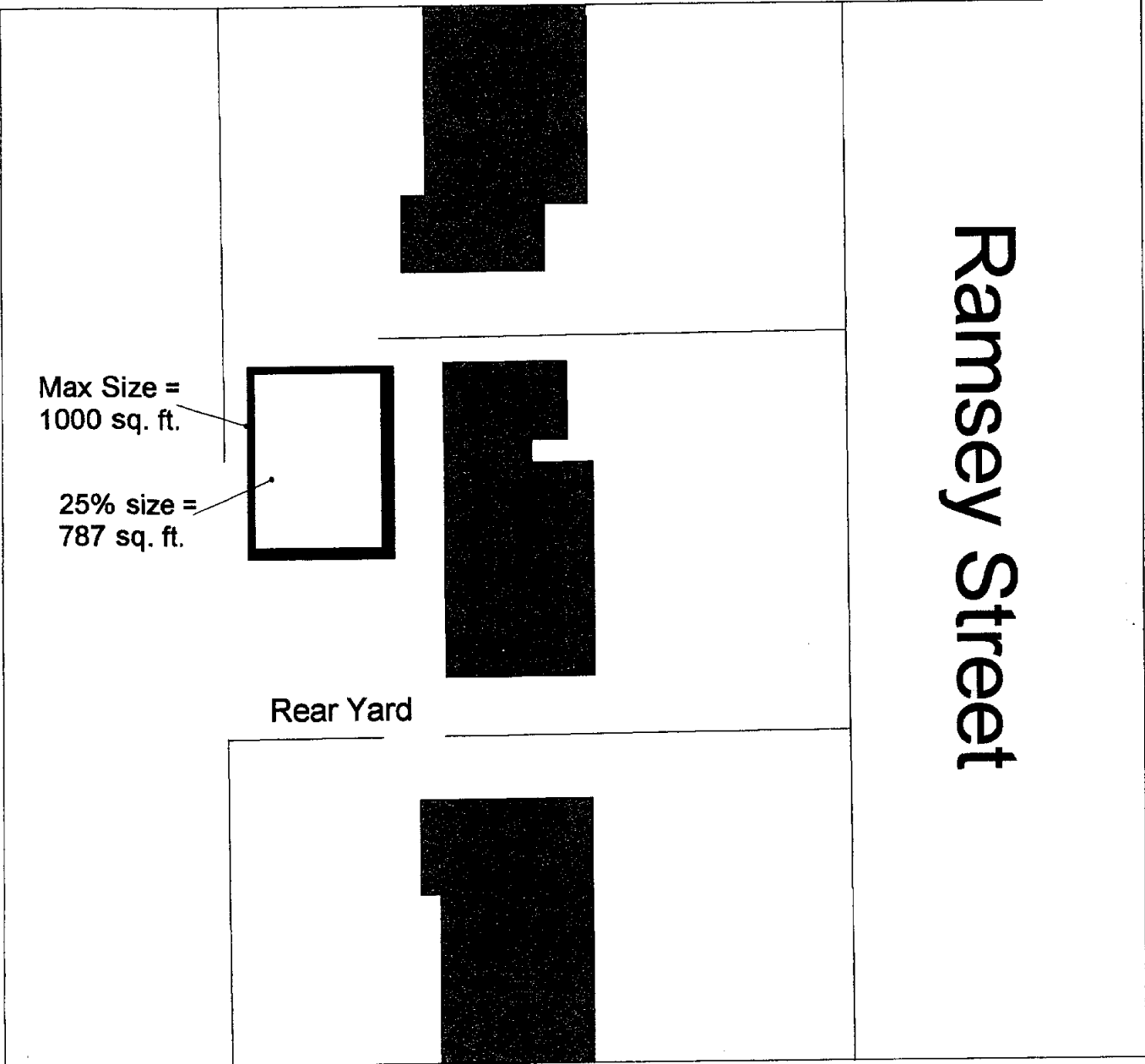
## Legend

-  Buildings
-  Parcels
-  Roads






# CITY OF HASTINGS

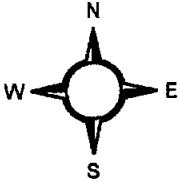
1602 Ramsey Street



Lot Size - 8787 sq. ft.  
Rear Yard Size - 3146 sq. ft.  
25% Rear Yard - 787 sq. ft.  
30% Rear Yard - 944 sq. ft.  
35% Rear Yard - 1101 sq. ft.

**Legend**

-  Buildings
-  Parcels
-  Roads



ORDINANCE NO. \_\_\_\_\_, SECOND SERIES

**AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING CHAPTER 4  
CONSTRUCTION REGULATIONS OF THE HASTINGS CITY CODE HAVING TO DO  
WITH:**

**SEC. 4.15 ACCESSORY STRUCTURES**

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

SEC. 4.15 ACCESSORY STRUCTURES Chapter 4 of the Hastings City code is amended by adding following text:

Subd. 4      **ACCESSORY BUILDING AND STRUCTURE REQUIREMENTS - Accessory Building and Structures shall meet the following requirements:**

1.      No accessory buildings shall be erected in any required front or side yard fronting a public street or right of way.
2.      No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
3.      Accessory structures, except fences meeting the requirements of Sec 4.15 Subd.1 , shall not be placed in any easements.
4.      All accessory structures, except fences, shall meet the setbacks listed in Table 1.
5.      All accessory structures shall be setback at least 6ft from all other structures.
6.      At grade accessory structures such as basketball courts, patios, dog kennels shall meet the accessory structures setbacks listed in Table 1. These accessory structures are not included in the total allowable square footage allowed, as long as the total impervious surface of the lot does not exceed 35% for the rear yard. The rear yard shall be measured for the rear building line to the rear lot line.
7.      Accessory structures shall have weather resistive exterior finishes that are durable and architecturally compatible with and similar in design, color, and material to the principle structure.
8.      The following Table (Table 1) shall determine the number, size and setbacks of

accessory structures. In addition to the accessory structures listed in the Table 1, one accessory storage structure up to 120 sq. feet in size, and swimming pools meeting the requirements of SEC. 4.15 ACCESSORY STRUCTURES Sub2 Swimming pools.

Table 1

Accessory Building/Structure Number, Size and Setbacks Standards			Setbacks		
Property Zoning	Number Structures	Total Structure size	Side	Side Corner*	Rear
A					
R-1,R-2,R-3,R-4, R-5, <del>R-6</del>	1	1000	5	10	5
R-6	1	1000	5	10	5
Multi - Family Commercial/Office Districts	Site plan review	Site plan review			
Industrial Districts	Site plan review	Site plan review			

\* Garages shall be set back 20 ft from Right of Way

**SECTION 10.26. VIOLATION 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.

**PASSED AND ADOPTED** by the Hastings City Council on this \_\_\_\_\_ day of \_\_\_\_\_  
2001.

\_\_\_\_\_

Michael D. Werner, Mayor

ATTEST:

\_\_\_\_\_

Melanie Mesko, Administrative Assistant/ City Clerk



# Memo

**To:** Mayor Werner and City Council  
**From:** Matthew Weiland, City Planner  
**Date:** April 12, 2001  
**Subject:** Public Hearings - New Hastings Building and Development Ordinances

City staff have been working on revising and drafting new builder/developer ordinances for over a year. The purpose of these ordinances are to provide a higher level of service to its citizens. These ordinance revisions are a direct response problems experienced through current building and development practices within the City.

## Builder/Developer Ordinance Revision Process

City staff comprised of the Planning Department, Engineering Department, Parks Department and the Building Department held several meetings to discuss the building and development process within the City. The goal of City staff was to streamline and improve these processes. The following items were brought up as major areas of concerns that needed be addressed:

1. Grading procedures
2. Tree preservation and plantings
3. Financial Guarantees
4. Utility over sizing policy
5. Erosion control
6. Final grade as-builts
7. Certificate of occupancies

City Staff next held four builder/developer workshops in which all local builder/developers were invited to attend. The planning committee of the City Council also attended the last two meetings. The purpose of the meetings were to explain staff concerns and perspective and to gain insight on how to address these concerns from the builder/developer point of view. The ordinance revisions being proposed were developed from many of the comments at these workshops as well as from City Staff comments. All the new ordinances proposed are already in place and being enforced in many other Cities.

## **Background Information:**

City staff are proposing new ordinances to provide better development and building within the City of Hastings. These policies are designed to enhance the City and protect existing and future residents. The new policies are broken into development polices and building policies.

## **New Development Policies**

**Street Tree Policy** - There is a need for more trees in the City of Hastings. The City has decided to go back to it's historical roots and require boulevard trees along all streets. This creates softer and greener streets. It also adds to the appearance of new developments and enhances the environment. All new roads in the City will require boulevard trees.

Developers will be required to submit a tree plan as a part of the subdivision process. This tree plan will identify the location and species\* of trees in the subdivision. There shall be a street tree placed every 50 linear ft per city standards and one front yard tree planted per lot. These trees shall be planted prior to a lot receiving a certificate of occupancy. The only major changes to the current ordinance are requiring a tree plan and requiring boulevard trees are planted according to an approved landscape plan.

\* Permitted Species of trees shall be determined by the City Forester.

**Front Yard Tree Policy**- A front yard tree shall be planted on each developed lot according to the approved tree plan, before a certificate of occupancy is granted. An escrow shall be required for the street tree if occupancy is requested before the tree is planted.

Note: The City currently requires two front yard trees (2" diameter) per lot in a new subdivision. Escrows are currently required for unplanted trees.

**Grading Policy**- The City needs to get better grading plans and needs tighter enforcement of grading to ensure quality and consistent developments to existing and future homeowners. This process also needs to be streamlined, so there is no confusion from rough grading to home building and final grading. More detailed requirements have been added to the required grading plan elements in order to create higher quality and user friendly grading plans. The following items have also been added for more consistent grading and erosion control.

- Developers shall place a 3 foot strip of sod behind the curb of all newly graded areas
- All certificate of surveys shall be based on the approved grading as-built.
- Developers shall provide builders a copy of the approved grading as built.

**Grading Inspections**- City Staff is currently is requiring grading inspections by policy that they would now recommend placing in ordinance form.

**Utility Over sizing** - The City currently requires many new developments to put in larger and deeper utility mains than are required to serve the proposed development. The purpose of this over sizing is to be able to serve future development outside the proposed development in the most efficient method. This over sizing adds costs to the proposed development that do not directly benefit that development. City staff is proposing to pay for the over sizing of utilities through the use of City SAC/Interceptor Sewer funds and City WAC funds. These funds are set up to pay for these types of utility improvements.

**Street Design** - City staff is proposing ordinance changes to allow narrower street widths where appropriate. City staff are also proposing new cul-de-sac regulations that would prohibit cul-de-sacs except where there are specific engineering reasons to require them based on existing property condition, topography, or natural features. City staff is also proposing to require landscape islands in all cul-de-sacs.

## **New Building Policies**

**Erosion Control Plans** - The City is proposing that all new development have silt fences installed. This would apply to all individual development lots from residential to commercial. The silt fence would be required in the front yard, along existing developed yards, and where needed for erosion control (determined by engineering department). A rock driveway would also be required to be installed per city approved standards. An erosion plan control plan would have to be submitted with the building permit.

**Survey Inspections** - The City is proposing new survey requirements to ensure that homes are built and graded correctly. The City would require the following two survey inspections:

- A. Top of Block Inspection - The City will require a top of block inspection to verify garage slab elevation, top of block elevation, and lowest front and rear opening.
- B. Final Grade Inspection - A final grade inspection will be required prior to issuance of CO, to check for correct final grade.

These inspections would be performed by the City engineering department and paid for as part of the building permit fee. Any additional surveys required, would be paid for at time of certificate of occupancy.

**Landscaping Policy**- The City is proposing to require front yards and side yards to the rear of the home be sodded. A front yard tree is also required.

**Certificate of Occupancy Escrow Policy** - The City will require an escrow for all uncompleted items prior to issuance of a certificate of occupancy. Uncompleted items may include sod, trees, driveway, sidewalk, etc. This escrow may be cash or the builder may provide evidence that there has been an escrow established for these items with a lending institution.

**Street Sweeping**- The City has had many recent problems with dirty streets. This is bad for the streets, the storm sewers, and homeowners in the area. The City is proposing to start performing street inspections in active development projects twice a week and would immediately order street sweeping if required. The fee for the street sweeping would be charged to the builders of individual properties. The City would be able to withhold issuance of certificate of occupancies until street sweeping fees are paid.

**Construction Trash and Debris Ordinance**- In order to maintain cleaner building sites, City staff are proposing new ordinances that would require all builders to store construction waste and debris in on-site dumpsters or enclosed fenced in areas. Builders will be responsible to keep the building sites clear of trash, waste, and debris except in designated areas.

### **Conclusion**

The purpose of these new policy changes is to improve building and development practices within the City of Hastings. All of these policies enhance the final development product for future and existing residents. They will add value and assets to future developments in the City. Many of these policies are already being followed by developers within the city. The City is not intending to delay or add unnecessary hardship to builders/developers. These policies are viewed as realistic and necessary to good development within the City. After new policies have been adopted, City staff will be producing a Development Handbook and a Builder Handbook. These handbooks will provide checklists and all required information to streamline the development process within the City. It will also allow for more consistent and more efficient review of development applications.

**Hastings Planning Commission Public Hearing**: No public comments were received at the planning commission public hearing.

**Planning Commission Recommendation**: The Hastings Planning Commission recommended approval of two new ordinances amending Chapter 4 Construction Regulations and Chapter 11 Subdivision Regulations, at their 3/36/01 meeting.

**City Council Planning Committee Recommendation** - The City Council Planning Committee attended the final two builder/developer workshops and recommended approval of the proposed ordinance changes amending Chapter 4 Construction Regulations and Chapter 11 Subdivision Regulations.

**City Council Recommendation 4/2/01** - The City Council recommended approval of the first reading of the proposed ordinance changes amending Chapter 4 Construction Regulations and Chapter 11 Subdivision Regulations and ordered a public hearing for April 16<sup>th</sup>, 2001.

**Recommendation (2 separate motions):**

**Motion to recommend approval of an ordinance amending Chapter 4 Construction Regulations**

**Motion to recommend approval of an ordinance amending Chapter 11 Subdivision Regulations**

ORDINANCE NO. \_\_\_\_\_, SECOND SERIES

AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING CHAPTER 11  
SUBDIVISION REGULATION (PLATTING) OF THE HASTINGS CITY CODE HAVING TO  
DO WITH:

Sec 11.01 - 11.06

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

Sections 11.01 11.06 of Chapter 11 are repealed and replaced with the following text.

SECTION 11.01 PURPOSE AND SCOPE.

SUBD. 1. PURPOSE. The provisions of this Chapter are adopted to regulate the subdividing of land within the City so that new additions will be integrated with the Comprehensive Plan of the City and will contribute to an attractive, stable and wholesome community environment.

SUBD. 2. SCOPE. The regulations governing plats and the subdivision or development of land shall apply within the corporate limits of the City.

SECTION 11.02. DEFINITIONS.

SUBD. 1. The following terms, as used in this Chapter, shall have the meaning:

"Alley". A public right of way less than 24 feet in width which normally affords a secondary means of vehicular access to abutting property.

"Arterial street". A street which serves intra-community travel and augments high density arterial systems. The design character provides for access control with emphasis on traffic mobility with a projected average daily traffic (ADT) range of **greater than 5,000 trips**.

"Block". An area of land within a subdivision that is entirely bounded by streets, or by streets

and the entire boundary or boundaries of the subdivision, or a combination of the above with a river or lake.

"Boulevard". The portion of the street right of way between the curb line and property line.

"Collector street". A street which serves as a feeder facility from neighborhood and local streets to the collector/arterial network. Also serves as an access for business and residential development. The design character provides for some access control and is for low to moderate operating speeds with a projected average daily traffic (ADT) range 1000 to 15,000.

"Cul-de-sac". A short street having but one end open to traffic and the other end being permanently terminated by a vehicular turn around.

"Comprehensive plan". A policy document which serves as a guide for the future physical development of the City and entitled "Comprehensive Plan, Hastings, Minnesota".

"Easement". A grant by a property owner for the use of a strip of land and for the purpose of constructing and maintaining drives, utilities, including, but not limited to, wetlands, ponding areas, sanitary sewers, water mains, electric lines, telephone lines, storm sewer or storm drainage ways and gas lines.

"Final plat". A formal layout of a proposed subdivision encompassing all requirements imposed by the City Council and prepared by a qualified person.

"Half street". A street having only one half of its intended roadway width developed to accommodate traffic.

"Local street". A street designed to provide access to abutting property and collector streets.

"Lot". A piece, parcel or plot of land intended for building development or as a unit for transfer of ownership.

"Owner". The record owner, whether one or more persons, or entities of legal or equitable title to the property, but excluding those having such interest merely as security for the performance of an obligation or those having a lien upon the property by provision or operation of law.

"Outlot". A lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no development is intended and for which no building permit shall be issued.

"Qualified Person". A person recognized by Dakota County as having the required training and experience to prepare plats.

"Percentage of Grade on Street Center Line". A the distance vertically from the horizontal in feet and tenths of a foot for each one hundred (100') feet of horizontal distance.

"Plat". A map, drawing or chart on which the subdivider's plan of subdivision is presented to the Council for approval.

"Preliminary plat". A formal layout of the proposed subdivision prepared by a registered qualified person.

"Protective Covenants". Contracts made between private parties as to the manner in which land may be used, with the view to protecting and preserving the physical and economic integrity of any given area.

"Subdivision", (and shall include "resubdivision"). A division of a parcel of land into two or more lots or parcels for the purpose of transfer of ownership or building development, or, if a new street is involved, and division of a parcel of land; provided that:

- A. A division of land for agricultural purposes into lots or parcels of five acres or more and not involving a new street shall not be deemed a subdivision.
- B. Such parcel is co-extensive with a separate parcel of record at the effective date of this Chapter.
- C. An agreement to convey such a parcel has been entered into prior to such time and the instrument showing the agreement to convey is recorded in the office of the



- Dakota County Register of Deeds within one year thereafter.
- D. Such parcel is co-extensive with a lot unit or units described with reference to a plat or auditor's subdivision duly filed and of record in the office of the Dakota County Register of Deeds prior to the effective date of this Chapter.
  - E. A minor subdivision (waiver of platting requirements) or boundary lot line adjustment approved pursuant to Section 11.10 of this Ordinance shall not be deemed a subdivision.

#### SEC. 11.03. PLAT PRESENTATION PROCEDURES.

The following procedures shall be followed in the administration of this Chapter and no real property within the jurisdiction of this Chapter shall be subdivided and offered for sale or a plat recorded until a pre-application meeting has been held and a Preliminary Plat and a Final Plat of the proposed Subdivision have been reviewed by the Planning Commission and its technical assistants and until the Final Plat has been approved by the Council as set forth in the procedures provided herein and filed with the Register of Deeds for the County in which the land is located. Plans for Cluster or Planned Developments including housing, commercial, industrial and other uses or for any combination of uses designed for sale or rental purposes shall be presented in the same manner as other plats for the review of the Planning Commission and the approval of the Council.

##### SUBD. 1. PRE-APPLICATION MEETING AND SKETCH PLAN.

Prior to the submission of any plat for consideration to the Planning Commission, the subdivider shall meet with ~~Community Development~~ City Planning Department staff to introduce him or herself as a potential subdivider and learn what shall be expected of her/him in such capacity and to determine the relationship of the proposed subdivision with the Comprehensive Plan for the affected area. The subdivider shall present a sketch plan pursuant to the requirements of Section 11.04, Subdivision 1 to ~~Community Development~~ City Planning Department staff prior to filing a preliminary plat.

##### SUBD. 2. PRELIMINARY PLAT APPROVAL.

- A. The subdivider shall engage a qualified person to prepare a Preliminary Plat of the area to be subdivided as required by Section 11.04, Subdivision 2.
- B. The subdivider shall submit the following:

1. 10 full size copies of the Preliminary Plat
2. 1 reduced size 11x17 copy of the preliminary plat

to the ~~Community Development~~ City Planning Department at least 21 days prior to the Planning Commission meeting at which plat is to be considered. The required filing fee as established by City Council resolution shall be paid at the time of submitting the preliminary plat.

- C. The subdivider shall submit to the ~~Community Development~~ City Planning Department a list of property owners located within 350 feet of the subject property obtained from and certified by an abstract company or as prepared by Dakota County.
- D. ~~Community Development~~ City Planning Department staff shall submit one copy of the Preliminary Plat to the Public Works Division no later than three days after its receipt.
- E. The Public Works Division shall review the Preliminary Plat and shall transmit a report of its review together with any supporting material to the Planning Commission prior to the meeting at which such Plat is considered.
- F. The Planning Commission may require qualified technical services such as land planning and legal to review the Preliminary Plat and advise on its suitability regarding general planning; conformity with plans of other private and public organizations and agencies; adequacy of proposed water supply, sewage disposal, drainage and flood control, and other features. The subdivider shall be required to pay the cost of such services.
- G. The Planning Commission shall review the Preliminary Plat, considering the reports of the Public Works Division and other technicians, if applicable, and shall submit a recommendation to the City Council within 60 days of submittal to the ~~Community Development~~ City Planning Department. Prior to the approval of a plat by the Planning Commission and referral to the Council, a public hearing shall be held thereon after notice of the time and place thereof has been published once in the official newspaper at least ten (10) days before the day of the hearing. If disapproval of the plat is recommended by the Planning Commission, the Commission shall set forth the grounds for such refusal in its proceedings and shall transmit them to the Council.
- H. The Preliminary Plat must be acted on by the Council within 120 days after submittal to the ~~Community Development~~ City Planning Department.
- I. All final plats shall be submitted for approval within one (1) year of preliminary plat

approval. Any preliminary plat not finalized within one (1) year of approval must be resubmitted for recertification by the Planning Commission and Council.

### SUBD. 3. FINAL PLAT APPROVAL

- A. The subdivider shall engage a qualified person to prepare a Final Plat pursuant to the requirements of Section 11.04, Subdivision 3 which may constitute only that portion of the Preliminary Plat which the subdivider proposes to record and develop at the time.
- B. The subdivider shall submit 10 full size copies and one 11x17 size copy of the Final Plat to the ~~Community Development~~ City Planning Department at least 21 days before the Planning Commission meeting at which such Plat is to be considered. A Final Plat of all or a portion of the Preliminary Plat shall be submitted within one year of Preliminary Plat approval; otherwise, such approval shall become null and void. The required filing fee as established by City Council resolution shall be paid at this time.
- C. The ~~Community Development~~ City Planning Department shall transmit one copy of the Final Plat to the Planning Commission and one copy to the Public Works Division no later than three days after its receipt.
- D. The Public Works Division shall review the Final Plat and transmit a report to the Planning Commission prior to the meeting at which such Plat is to be considered.
- E. The Planning Commission shall study the Final Plat, considering the reports of the Public Works Division and other City Departments and/or employees, and then transmit its recommendation to the Council within 30 days of submittal to the ~~Community Development~~ City Planning Department.
- F. The Council shall act upon the Final Plat within 60 days of submittal to the ~~Community Development~~ City Planning Department, whereupon the ~~Community Development~~ City Planning Department shall notify the subdivider of the Council's action. The Council may approve, reject, refer back to the Planning Commission, or require modification in the proposed Final Plat.
- G. The subdivider shall file the approved Final Plat with the ~~Community Development~~ City Planning Department, and shall record the Final Plat with the Dakota County Recorder within 90 days of Final Plat approval; otherwise such approval shall be considered null and void.
- H. At the time of filing the Plat with the City, a cash payment or certified check shall be furnished the City Clerk for the total amount due for interceptor sewer charges,

public land dedication fees and any other charges or fees as provided by the City Code.

- I. The subdivider shall furnish a duplicate hardshell copy and one paper print of the Final Plat as recorded to the ~~Community Development~~ City Planning Department at the same time the original is submitted for recording.
- J. The Final Plat must meet all State and County Platting Requirements.
- K. The Final Plat must show the size of each lot on the plat, in square footage. This may be exhibited either in schedule form or by having the square footage indicated on the drawing of each lot.

#### SEC. 11.04. PLAT PRESENTATION REQUIREMENTS.

Information required to be shown in the sketch plan, Preliminary and Final Plats shall be as follows:

##### Subd. 1. Sketch Plan Data.

- A. Sketch plans shall contain, at a minimum, the following information:
  - 1. Plat boundary.
  - 2. North arrow and graphic scale.
  - 3. Street layout on and adjacent to plat.
  - 4. Designation of existing and proposed land use and zoning.
  - 5. Significant topographical features.
  - 6. General lot locations and layout.
  - 7. Concept plan showing items 1-6 above for adjacent lands owned or controlled by the subdivider.

##### Subd. 2. Required Preliminary Plat Submittal Data.

- A. Existing Identification and Description.
  - 1. Proposed name of subdivision, which name shall not duplicate or be similar in pronunciation to the name of any plat recorded in Dakota County.
  - 2. Title opinion indicating ownership of property as prepared by a certified title company.

3. Location by section, town, range or by other legal description.
4. Names and addresses of the owner(s), lien holders, subdivider, surveyor and designer of the plan.
5. Graphic Scale (no smaller than one inch equals 100 feet and no larger than one inch equals 20 feet), north-point, and date of preparation.

B. Existing conditions in tract and surrounding area to a distance of 300 feet for undeveloped areas and to the nearest street right of way (ROW) or 200 ft for developed areas including, but not limited to, the following:

1. Boundary line of proposed subdivision, clearly indicated.
2. Size of area to be platted.
3. Name, location and size of public and private streets, sidewalks, railroad right-of-way and drainage and utility easements and any other easements and their purpose.
4. Boundary lines and ownership of adjoining land.
5. Utilities including, but not limited to, location, size and water mains, storm and sanitary sewers (including rim and invert elevations), fire hydrants, gas lines, electric and telephone poles, street lights, curbs, gutter, culverts, catch basins, manholes and other facilities.
6. Permanent buildings and structures.
7. Topography, showing lakes, water courses, wetlands, and contours at vertical intervals of no more than two feet. All elevation data shall be mean sea level, 1929 USGS or established City datum.
8. Other information, such as soil tests or borings and a historic high water elevation, if requested by the Public Works Division, Community Development Division or the Council to aid in its review.
9. Public improvements of record.
10. Zoning.

C. Proposed Subdivision Design Features.

1. Layout and width of proposed streets and utility easements showing street names, lot dimensions, parks and other public areas. The street layout shall include all contiguous land owned or controlled by the subdivider.
2. Proposed use of all parcels. If a proposed Preliminary Plat will, upon

approval, require a comprehensive plan amendment and/or rezoning, the developer shall submit to the ~~Community Development~~ City Planning Department, at the time of submitting the Preliminary Plat, a petition for the comprehensive plan amendment and/or rezoning.

3. Grading plan with the following required items:
  - A. Plan showing finish grades and surface draining drainage of all parcels including overall final contours at 2-foot intervals.
  - B. Building pad elevations - The building pad elevation shall be the garage floor elevation.
  - C. Lowest opening elevations
  - D. Proposed lot corner elevations
  - E. Building pad foundation style such as walkout, look out, etc.
  - F. All drainage swales and critical drainage areas shall be clearly identified with grade and spot elevations.
  - G. Preliminary street grades and drainage plan with elevations.
  - H. Existing benchmarks used for surveying grading plan.
4. Other right-of-way or easement locations, width and purpose.
5. Lot layout including size of each lot in square feet, lot lines, lot numbers and block numbers.
6. Size and location of public lands.
7. Zoning and minimum required building setback lines.
8. Preliminary plan of sanitary and storm water sewers with rim and invert elevations, grades and sizes indicated for approval by the Public Works Division. Preliminary plan of water main, valving and hydrants with sizes indicated for approval by the Public Works Division. Sanitary sewer and water service lines stubbed out to the individual lots shall also be shown.
9. Erosion and sedimentation control plans which specify the control measures to be used before, during, and after construction until the soil and slope are stabilized by permanent cover. Erosion control plans shall be designed per City approved standards.
10. Tree plans which specify the proposed location and species of trees for the subdivision. Trees plan shall be designed per City approved standards.
11. Landscape plans for cul-de-sac islands, eyebrow islands, and berms.
- 10.12. Key map at small scale showing location of the preliminary plat and other property for at least 600 feet in every direction.

~~H.13.~~ Draft of special covenants whereby the subdivider proposes to regulate land use in the subdivision and otherwise protect the proposed development.

- D. Additional City Code requirements for Subdivisions
1. Compliance with Chapter 10 Land Use Regulations (Zoning)
  2. Compliance with Chapter 13 Flood Plain Regulations
  3. Compliance with Chapter 15 Stormwater Management
  4. Compliance with Chapter 16 Shoreland Management
  5. Compliance with Chapter 19 Critical Areas Ordinance
  6. Compliance with Chapter 20 Natural Resources Management

SUBD. 3. FINAL PLAT DATA.

- A. Existing identification and description data and proposed subdivision design features as required for the Preliminary Plat.
- B. Boundaries of the property; lines of all proposed streets, walkways and alleys, with their width, and any other areas intended for public use.
- C. Lines of adjoining streets and alleys, with their width and names.
- D. All lot lines, building lines and easements, with figures showing their dimensions.
- E. An identification system for all lots and blocks.
- F. Data required under regulation by the Dakota County Surveyor, i.e., accurate angular and linear dimensions for all lines, angles and curvatures used to describe boundaries, streets, easements and other features.
- G. Certification by a qualified person to the effect that the Plat represents a survey made by her/him and that monuments and markers thereon exist as located and that all dimensional and geodetic details are correct.
- H. Notarized certification by owner, and by all mortgage holders of record, of the adoption of the Plat and the dedication of streets and other public areas.
- I. Certification showing that all taxes currently due on the property to be subdivided have been paid in full.
- J. Form for Approval by the Planning Commission:

Planning Commission of Hastings, Minnesota

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed \_\_\_\_\_

Chairperson

Signed \_\_\_\_\_  
Secretary

K. Form for approval by the Council:

City Council of Hastings, Minnesota  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Signed \_\_\_\_\_  
Mayor  
Signed \_\_\_\_\_  
City Clerk

#### SEC. 11.05. DESIGN STANDARDS.

Generally, design standards shall assure that the layout of the subdivision harmonizes with existing plans affecting the development and its surroundings and shall be in conformity with the city's development objectives for the entire area. No Plat shall be approved for any subdivision which covers an area subject to periodic flooding or which is otherwise poorly drained unless the subdivider agrees to make improvements at developer's sole expense which will, in the opinion of the Public Works Division, make the area completely safe for occupancy, and provide adequate street and lot drainage and which satisfy all flood plain requirements.

#### SUBD. 1. CIRCULATION.

##### A. General Street Design.

1. The design of all streets shall be considered in their relation to the following: existing and planned streets, to reasonable circulation of traffic, to topographic conditions, to runoff of storm water and to the proposed uses of the area to be served.
2. Where new streets extend existing adjoining streets, their projections shall be at the same or greater width, but in no case less than the minimum required width.
3. Where adjoining areas are not subdivided the arrangement of streets in new subdivisions shall make provisions for the proper projection of streets. When a new subdivision adjoins unsubdivided land susceptible to being subdivided, then the new streets shall be carried to the boundaries of such unsubdivided



land.

B. Street Width and Grades. The following standard of street design shall be followed by the subdivider:

<u>Street Category</u>	<u>Minimum Right of Way</u>	<u>Minimum width of Pavement</u>	<u>Maximum Grade**</u>	<u>Minimum Grade</u>	<u>Minimum Curve Radius</u>
<u>Arterial</u>	<u>80 feet</u>	<u>44 feet</u>	<u>4 %</u>	<u>0.5 %</u>	<u>600 feet</u>
<u>Collector</u>	<u>66 feet</u>	<u>40 feet</u>	<u>6 %</u>	<u>0.5 %</u>	<u>600 feet</u>
<u>Local</u>	<u>60 feet</u>	<u>28 - 36 feet*</u>	<u>8 %</u>	<u>0.5 %</u>	<u>150 feet</u>

~~Minimum Minimum  
Street Width Width Maximum Minimum  
Category Right of way Pavement Grade \*\* Grade~~

~~Arterial 80 feet 44 feet 4 per cent 0.5 per cent  
Collector 66 feet 40 feet 6 per cent 0.5 per cent  
Local 60 feet 36 28-36 feet\* 8 per cent 0.5 per cent~~

\*To be based on traffic and parking needs determined with approval of the City Council based on recommendation from the Public Works Department.

\*\* for safety considerations a lesser maximum grade may be required at or approaching intersections.

C. Cul-de-sacs. Cul-de-sacs shall not be permitted unless there are specific engineering reasons to require them based on existing property condition, topography, or natural features. Maximum length of permanent cul-de-sac streets shall be 500 feet measured along the center line from the intersection or origin to end of right-of-way. Each cul-de-sac shall be provided at the closed end with a turn-around having a minimum outside roadway diameter of 100 feet, and a minimum street property line diameter of 120 feet. Each Cul de sac shall be designed according to City Standards. Cul-de-Sacs shall be required to have a landscaped islands according to City

specifications.

- D. ~~Local Streets. Local streets shall be so aligned that their use by through traffic will be discouraged.~~
- D. Street Jogs. Street jogs with center line offsets of less than 125 feet shall be avoided.
- E. Street intersections. Insofar as practical, streets shall intersect at right angles and no intersection shall be at an angle of less than 75 degrees. It must be evidenced that safe and efficient traffic flow is encouraged. No intersection shall contain more than four (4) corners.
- F. Reverse Curves. Tangents of at least 100 feet in length shall be introduced between reverse curves on arterial or collector streets and 50 feet on lesser streets.
- G. ~~Half Streets. Half streets shall be prohibited except where the Council finds it to be practicable to require the dedication of the other half when the adjoining property is subdivided.~~
- H. Street Names. Proposed streets obviously in alignment with existing and named streets shall bear the name of such existing streets. In no case shall the name of the proposed street duplicate existing street names, including phonetical similarities. Where a plat extends beyond existing streets, continuity of present street naming scheme shall be maintained. Street names shall be subject to the approval of the Public Works Director and the Fire Marshall.
- I. Private Streets. Public improvements shall not be approved for any private street. Private drives and utilities shall be constructed according to approved City standards and shall be privately maintained.
- J. Local Service Drives. Where a proposed plat is adjacent to a major thoroughfare, the Council may require the developer to provide local service drives along the right-of-way of such facilities or they may require that lots should back on thoroughfares, in which case, vehicular and pedestrian access between the lots and thoroughfares shall be prohibited.
- K. Access to Arterial and Collector Roadways. Where a proposed plat is adjacent to an arterial or collector roadways as designated by the Hastings Comprehensive Plan, spacing between access points to such thoroughfares of less than 660 feet for collectors and 1,320 feet for arterials shall be avoided except where impractical or impossible due to existing property divisions or topography.
- L. Arterial and Collector Road Driveways. Driveway access to arterial streets is strongly discouraged. Residential driveway access to collector streets should be avoided. If residential driveway access to arterial or collector streets is approved due to specific engineering reasons, topography or natural features, a 35 ft. setback from

the property line shall be required, and the driveways must be constructed with a turnaround.

- M. Corners. Curb lines at street intersections shall be rounded at a radius of not less than 15 feet.
- N. Alleys. ~~Alleys shall be prohibited unless special permission is granted by the Council for their provision.~~ May be permitted as part of planned residential developments (PRD).
- O. Hardship to Owners of Adjoining Property. The street arrangements shall be such as to cause no hardship to owners of adjoining property in platting their own land and providing convenient access to it.
- P. Pedestrian System. A pedestrian walkway shall be provided between lots where required by the City Council to allow for pedestrian accessibility to streets or public service areas. These pedestrian ways shall be graded to allow construction of concrete sidewalks or bituminous paths thereon and to meet established grades.

#### SUBD. 2. EASEMENTS.

- A. Utilities. Easements at least 10 feet wide along front and side-corner lot lines as well as centered on rear and side lot lines shall be provided for drainage and utilities where necessary. Easements for water main, storm or sanitary sewers shall be at least 20 feet wide. They shall have continuity of alignment from block to block. Temporary construction easements may be required where installation depths are greater than 10 feet. Drainage and utilities easements shall be kept free of any vegetation which would interfere with the free movement of utilities service vehicles and/or water flow. Vegetation and fences placed in utility easements by the property owner are done so at the property owner's risk. Fences and vegetation may be removed at the owner's expense by the City to work within the easement.
- B. Trail Easements - Trail easements shall be recorded with plats and will be sized and located according to the City's sidewalk and trails plan.
- C. Water Courses. When a subdivision is traversed by a water course, drainage ways, channel or stream, there shall be provided a storm water easement or drainage right of way conforming substantially with the lines of such water courses, and with such further width or construction as may be determined to be necessary by the Public Works Division. No fences, structures, or vegetation shall be allowed that would

block the water course.

### SUBD. 3. BLOCKS

- A. Length. Block lengths shall not exceed 1,200 feet and shall not be less than 400 feet.
- B. Pedestrian Ways. In blocks longer than 600 feet, a pedestrian crossway easement or right of way with a minimum width of 20 feet may be required near the center of the block. The use of additional access ways to schools, parks and other destinations may be required.

### SUBD. 4. LOTS

- A. Layout. Where possible, side lot lines shall be at right angles to straight street lines or radial to curved street lines. Lots with frontage on two parallel local streets shall be prohibited.
- B. Size and Dimension. Minimum lot area and lateral dimensions shall be as set forth in Chapter 10.
- C. Corner Lots. Corner lots shall be platted at least 10 percent wider than the minimum lot width required.
- D. Natural Features. When subdividing land, due regard shall be shown for all natural features which if preserved will add attractiveness and stability to the proposed development and which may alter normal lot platting.
- E. Lots Along Thoroughfares. There shall be no direct vehicular access from residential lots to an arterial street, and residential lots shall be separated from arterial streets and railroad right-of-ways by a 25 foot buffer strip, which may be in the form of added depth or width of lots backing on or siding on the thoroughfares or railroad right-of-way.
- F. Lot Remnants. Lot remnants which are below the minimum lot size must be added to adjacent or surrounding lots rather than be allowed to remain as an unusable outlot or parcel unless the owner can show plans for the future use of such remnant.

### SEC. 11.06. REQUIRED IMPROVEMENTS.

The subdivider shall be required to provide the following improvements unless the City elects to provide any of the required improvements as specified under the provisions of Subd.

8 of this Section.

#### SUBD. 1. MONUMENTS.

Steel monuments shall be placed at all block corners, lot corners, angle points, points of curves in streets and at intermediate points as shown on the Final Plat. Such installation shall be the subdivider's expense and responsibility. All U.S., State, County, or other official bench marks, monuments, or triangulation stations in or adjacent to the property shall be preserved in precise position. All monuments displaced, damaged or removed during grading operations shall be replaced by the developer. The monuments shall be installed after the final grading has been completed. The subdivider shall provide required certification of installation to the County. A copy of this certification shall also be sent to the City.

#### SUBD. 2. STREETS.

- A. Grading. Streets shall be graded to the full width of the right-of-way in accordance with street grades submitted to and approved by the Public Works Division. All street grading and gravel base construction will be in accordance with specifications on file in the Public Works Division. Grading will be complete prior to installation of applicable underground utilities, either private or public in nature. Gravel base construction shall be undertaken after completion of the installation of underground utilities.
- B. Surfacing. Following Public Works Division approval of street grading and after utility installation, streets shall be surfaced and provided with concrete curbs and gutters in accordance with the latest recommended plans and specifications prepared by the Public Works Division, approved by the Council, and on file at the City.
- C. Boulevard Sod - The developer shall install a 3 ft strip of sod directly behind the curb as part of the street construction process. This boulevard sod strip shall be planted prior to the development being approved for building permits. If weather or sod supply does not allow the sod to be installed before building permits are requested, then the developer shall provide the City a letter of credit for the sod installation and shall install the sod as soon as feasible.

#### SUBD. 3. UTILITIES.

- A. Sanitary Sewer. Sanitary Sewer facilities adequate to serve the subdivision shall be installed in accordance with the latest plans and specifications of the Public Works Division and shall meet the requirements of the master plan for sanitary sewer extensions of the City. Minimum size sanitary sewer in any street shall be 8" diameter. The developer must pay the total cost of sanitary sewer through 10" diameter size if this greater size is required by the Public Works Division. ~~Larger than 10" diameter size pipe, when required, may in the discretion of the Council be assessed over the area benefitted which may include land outside of the subdivision under consideration if the sanitary sewer is installed under a City improvement project.~~ Larger than 10" diameter size pipe, when required shall be funded through the use of City SAC/Interceptor Sewer funds. The oversizing cost for developer constructed public sanitary sewer mains shall be determined by the Public Works Director and paid to the developer upon construction and acceptance of the sewer mains
- B. Water Supply. Water distribution facilities adequate to serve the subdivision including pipe, fittings, hydrants, valves, etc. shall be installed. All water mains shall be installed in accordance with the requirements with the latest plans and specifications of the Public Works Division and shall meet the requirements of the master plan for water main extensions of the City. Minimum size water main in any street shall be 6" diameter. The developer must pay the total cost of water main through 8" diameter size. ~~Larger than 8" diameter mains, when required, may in the discretion of the Council be assessed over the area benefitted which may include land outside of the subdivision under consideration if the water supply is installed under a City improvement project.~~ Larger than 8" diameter size pipe, when required shall be funded through the use of City WAC funds. The oversizing cost for developer constructed public water mains shall be determined by the Public Works Director and paid to the developer upon construction and acceptance of the water mains.

#### SUBD. 4. DRAINAGE FACILITIES.

Storm sewer, ponding basins, and or other surface drainage facilities shall be installed as determined to be necessary by the Public Works Division for the proper drainage of surface waters. No storm drainage shall be carried over the street surface for a distance greater than 500 feet. Storm drainage shall be assessed pursuant to Section 6.20 of the City Code.

SUBD. 5. TREE PLANTINGS .

- A. Tree Requirements - A street/boulevard tree shall be required for every 50 linear ft of street frontage in a subdivision. One front yard tree shall also be required for every lot in the subdivision. The subdivider shall submit a tree plan indicating the location and species of trees. Only those varieties of trees approved by the Community Development Division City Forester will be used. The minimum size shall measure 1-1/2 inches in diameter at ground line. No trees shall be planted within 30 feet of the intersection of curb lines on corner lots
- B. Time of Tree Planting - The front yard tree and boulevard trees as identified on the approved tree plan shall be planted prior to a residence receiving a certificate of occupancy. If it is not practical to plant trees because of inclement weather, the builder or owner shall provide a cash escrow, bond, or letter of credit in the amount of 125 percent of the estimated cost of the tree(s) and installation.
- C. Front Yard Trees - The front yard trees shall be planted on private property five (5) to 15 feet inside the property line and not in the utility and drainage easement, "side strip" or "boulevard". No trees shall be planted within 30 feet of the intersection of curb lines on corner lots. The minimum size shall measure two inches in diameter at ground line. Only those varieties approved by the Community Development Division City Forester will be used.

SUBD. 6. SIDEWALKS AND DRIVEWAYS.

- A. Grading of boulevards in all new developments shall be accomplished so as to accommodate construction of sidewalks thereon regardless of whether said boulevard is part of the Sidewalk Plan on file at City Hall. Any sidewalk located in the plat shall be dedicated to the public. Any sidewalks constructed in any subdivision shall be in accordance with specifications established by the Public Works Division. Sidewalks shall be a minimum of five feet in width, and located one foot off the property line in the street right of way.

- B. Each and every driveway shall be constructed in accordance with specifications established by the Public Works Division. If a sidewalk is to be constructed, the concrete driveway shall extend through to the property line side of the walk. The remainder of the driveway shall be concrete or asphalt from the end of the concrete apron to the garage. In cases where driveways are constructed after curbing and sidewalks are in place, the sidewalk shall be reconstructed in accordance with driveway specifications for the width of the driveway.
- C. Parking areas shall be designed so as to provide an adequate means of access to a public alley or street. Said driveway access shall not exceed 24 feet in width for residential uses and 32 feet in width for commercial, industrial or office uses at the public right-of-way line and shall be so located as to cause the least interference with traffic movement. Driveway widths up to 50 feet will be permitted only by special permission of the Public Works Division. All off-street parking spaces shall have access off driveways and not directly off a public street. For commercial and industrial properties, no more than two (2) driveways shall be permitted along the street frontage of each lot. There will be no parking on any streets serving an industrial or commercial facility other than in an emergency.
- D. All single-family homes, duplexes, 4-plexes, townhomes, and townhouse quadriniums developed as part of plats approved after January 1, 1994 shall be required to have mail delivery serviced by United States Postal Service approved Neighborhood Delivery and Collection Box units or similar City approved grouped boxes. Individual mail boxes will be permitted only upon receiving handicap exemption status from the Hastings area office of the United States Postal Service, with appeal rights to the St. Paul district office of the United States Postal Service. Mailbox unit foundations and concrete pads shall be constructed with the development's street improvements, and in accordance with the latest recommended plans and specifications prepared by the Public Works Division and on file at City Hall. The location and number of mailbox units will be determined by the Public Works Director in consultation with the U.S. Post Office.

Source: Ordinance 360, Second Series  
Effective Date: 7-7-94

#### SUBD. 7. SPECIFICATIONS - INSPECTIONS.



A. Unless otherwise stated, all of the required improvements shall conform to engineering standards and specifications as required by the City. Such improvements shall be subject to inspection and approval by, and shall be made in sequence as determined by the Public Works Division. Plans and specifications for the required improvements shall be submitted to the Public Works Division in a type and format specified by the Public Works Division for review and approval. The required improvement plan review fee as established by City Council resolution shall be paid at this time.

B. Grading Inspection - All development site grading one acre in size or larger shall be inspected by a City designated grading inspector, who will review and inspect maintenance of erosion control measures and compliance with City standards, and the approved grading plan and specifications. The Developer contracting these grading improvements will be required to post a cash escrow with the City of Hastings in the amount of 135% of the estimated cost of the inspection services prior to receiving approval to commence grading. The estimated cost of inspection services shall be determined by the Public Works Director. The City will pay all grading inspection costs incurred from these escrowed funds, and furnish the Developer with copies of all invoices received. The City will also charge 10% of the consultant fees to cover City overhead and administrative costs connected to the consultant inspection services. Excess funds will be returned to the Developer upon completion of the grading project. If the funds deposited with the City are insufficient to cover the inspection costs, the Developer will be required to deposit additional funds with the City to cover the estimated overage. The Uniform Building Code grading permit fee will be waived for those grading projects that require a grading inspection cash escrow.

C. As-Built Grading Plan - Upon completion of site grading, the Developer shall submit to the Public Works Division for review, an as-built grading plan in a type and format specified by the Public Works Division showing the newly graded elevations at all lot corners, critical elevations in drainageways, one foot contours at ponding and sedimentation basins, and at ponding level control points for ponding basin emergency overflow swales.

D. Inspection of Public Improvements - Construction of all subdivision street and utility improvements and other required subdivision improvements shall be inspected by a City designated inspector for compliance with City standards, and the approved improvement plans and specifications. The Developer contracting these improvements will be required to post a cash escrow with the City of Hastings in the amount of 135% of the estimated cost of the inspection services prior to receiving approval to commence construction. The

estimated cost of inspection services shall be determined by the Public Works Director. The City will pay all improvement inspection costs incurred from these escrowed funds, and furnish the Developer with copies of all invoices received. The City will also charge 10% of the consultant fees to cover City overhead and administrative costs connected to the inspection services. Excess funds will be returned to the Developer upon completion and acceptance of the improvement project. If the funds deposited with the City are insufficient to cover the inspection costs, the Developer will be required to deposit additional funds with the City to cover the estimated overage.

E. As-Built Improvement Plan - Upon completion of the required public improvements, the City inspector shall prepare a record as-built drawing of the constructed improvements.

#### SUBD. 8. Required Surety

A. Developer Financed and Constructed Improvements: Prior to installation of improvements required under Subd. 11.06 of this chapter that are to be furnished and installed by the Developer, the Developer shall provide the City a letter of credit, cash escrow, or other approved form of surety, in the amount of 125% of the estimated cost of furnishing and installing the required improvements. This surety shall be used to cover failure of the Developer to construct the improvement in accordance with the approved plans and specifications and City standards, or failure complete the improvements as approved.

B. City Financed and Constructed Improvements: To request the City to design and construct improvements required under Section 11.06, the Developer must submit a petition for all improvements required as part of the development in accordance with State Law. The petition must be submitted prior to October 15th of the year preceding the construction of improvements. Upon acceptance of the petition by the City Council and prior to commencement of City work on the improvement design, the Developer must post a letter of credit, cash escrow, or other approved form of surety with the City of Hastings in the amount of 125% of the estimated cost of engineering services to prepare a feasibility study and plans and specifications, and to provide construction inspection, staking and contract management for the improvement project. This surety shall be used to cover City costs incurred for the design and construction of improvements should the Developer fail to complete the platting and grading of the proposed development by August 1 of the year in which the City Council ordered the improvements constructed.

**C. Maintenance Bond: Prior to accepting or approving the completed Developer financed and constructed grading and/or street and utility improvements, the Developer must submit a maintenance bond from his contractor in the amount of 20% of the improvement costs, covering a period of one year after City acceptance of the improvements.**

**D. City Financed Improvements: To request the City to design and construct improvements required under Section 11.06 the subdivider must submit a petition for all improvements required as part of the subdivision in accordance with State Law. The petition form may be secured from the Public Works Division. The petition must be submitted prior to October 1st of the year preceding the construction of improvements. The total maximum allowable costs, for complete improvements as required by this Chapter, which can be financed by City assessment procedures within any plat of subdivision per lot or parcel is determined by the City Council. The assessment shall be spread over a number of years as prescribed by the Council and that the unpaid balance shall bear interest in accordance with the statutes of the State of Minnesota in effect at that time. The cost of said improvements shall be the estimated cost for said improvements as computed by the Public Works Division. Any cost exceeding the amount authorized to be assessed by the City Council per lot or parcel shall be paid by the subdivider, in accordance with the following:**

- 1. The subdivider shall submit prior to construction of improvements an executed subdivision development contract as required under paragraph "B" of this subdivision and the required cash escrow or performance bond to insure payment of costs.**
- 2. Any variance from the required escrow procedure herein specified, because of unique development or true and certified higher land values or larger than average size lots as platted, but not to include higher improvements costs as a result of street alignment grades or soil conditions, resulting in higher construction costs, will be considered as stated in Section 11.08, Subdivision 3 "Variances".**

**F. Privately Constructed Improvements: In the event the subdivider elects to pay one hundred percent (100%) of all costs incurred by installation of the improvements required under Subd. 11.06, outside of the normal assessment procedure, he may do so providing he complies with the following requirements:**

- 1. All construction shall be in accordance with plans and specifications approved by the Public Works Division.**
- 2. The subdivider must retain a registered civil engineer to design and inspect the**

improvements and to certify that the improvements were constructed in accordance with the approved plans.

3. Complete the required improvements within a two year period.
4. Provide the City with reproducible as-built drawings of the improvements within two months of completion of the improvements.

#### SUBD. 9. REQUIREMENTS FOR A BUILDING PERMIT.

A. No building permit shall be granted on the platted property until such time as certified copy of the recorded plat has been filed with the City and production of proof that all conditions of plat approval have been met. In a case where the City of Hastings is a party to the platting, a copy of the plat, certified by the City Clerk as true and correct, shall satisfy the requirements of this section.

B. No building permit shall be granted on the platted property until such time that the subdivider provides the City with a certified survey indicating that the entire site as shown on the preliminary and final plats has been graded pursuant to the approved elevations shown on the preliminary and final plats.

C. No building permit shall be granted on platted property until the bituminous base course has been constructed, sod behind the curb and gutter installed, and sanitary sewer, water main and storm sewer improvements tested and accepted

Source: Ordinance #321

Effective Date: May 7, 1992

(Entire Section 11.01 thru 11.06 has been repealed and new sections adopted)

Sec. 11.99. VIOLATION 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.

**PASSED AND ADOPTED** by the Hastings City Council on this \_\_\_\_\_ day of \_\_\_\_\_  
2001.

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Michael D. Werner, Mayor

**ATTEST:**

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Melanie Mesko, Administrative Assistant/ City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of an ordinance presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the \_\_\_\_\_ of \_\_\_\_\_, 2001, as disclosed by the records of the City of Hastings on file and of record in the office.

---

Melanie Mesko, Administrative Assistant/ City Clerk

(SEAL)

This instrument drafted by:  
City of Hastings  
101 4th ST.  
Hastings, MN 55033

ORDINANCE NO. \_\_\_\_\_, SECOND SERIES

**AN ORDINANCE OF THE CITY OF HASTINGS, MINNESOTA AMENDING CHAPTER 4  
CONSTRUCTION REGULATIONS OF THE HASTINGS CITY CODE HAVING TO DO  
WITH:**

Amending SEC 4.03 SEC 4.03 CERTIFICATE OF SURVEY  
Amending SEC 4.04 CERTIFICATE OF OCCUPANCY  
Adding SEC. 4.16 Erosion Controls  
Adding SEC. 4.17 Survey inspections  
Adding SEC. 4.18 Street Sweeping  
Adding SEC. 4.19 Trash and Debris

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

**CHAPTER 4 CONSTRUCTION REGULATIONS IS AMENDED WITH THE  
FOLLOWING TEXT CHANGES AND ADDITIONS:**

**CHAPTER 4 CONSTRUCTION REGULATIONS**

**SEC. 4.01 STATE BUILDING CODE ADOPTED.**

Subd. 1. Building Code. The 1998 Minnesota State Building Code, established pursuant to Minn. Stat. 16B.59 to 16B.73, one copy of which is on file in the office of the City Clerk, is hereby adopted as the building code for the City of Hastings. Such code is hereby incorporated in this Ordinance as completely as if set out in full.

Subd. 2. Administration Required. The following chapters of the 1998 Minnesota State Building Code are adopted without change by the City of Hastings.

1. 1300 - Minnesota State Building Code
2. 1301 - Building Official Certification
3. 1302 - Construction Approvals
4. 1305- Adoption of the 1997 Uniform Building Code including Appendix Chapters: a. 3, Division I, Detention and Correctional Facilities  
b. 12, Division II, Sound Transmission Control

- 15, Reroofing
- 16, Division I, Snowload Design
- e. 29, Minimum Plumbing Fixtures
- 31, Division II, Membrane Structures
- 5. 1307 - Elevators and Related Devices
- 6. 1315 - Adoption of the National Electrical Code (1996)
- 7. 1325 - Solar Energy Systems
- 8. 1335 - Floodproofing Regulations
- 9. 1341 - Facilities for the Handicapped
- 10. 1346 - Adoption of the Uniform Mechanical Code (1991)
- 11. 1350 - Manufactured Homes
- 12. 1360 - Prefabricated Buildings
- 1361 - Industrialized/Modular Buildings
- 1370 - Storm Shelters (Manufactured Home Parks)
- 15. 4715 - Minnesota Plumbing Code (1998)
- 7670 - Minnesota Energy Code (1994) (The 1999-2000 Chapter 7676, 7678 new energy code was adopted on July 20, 1998, Chapters 7672, 7674 effective April 15, 2000)

**Subd. 3. Administration Optional.** The following chapters of the code are adopted without change by the City of Hastings:

- 1. Appendix Chapter 33 Excavation and Grading
- 2. Chapter 1306, Special Fire Protection Systems with option 8a (Group M,S,or F occupancies with 5,000 or more gross square feet)

**Subd. 4. Organization and Enforcement.** There is hereby established in this jurisdiction a code enforcement agency which shall be under the administrative and operational control of the Supervisor of Inspections and Code Enforcement.

The Building Official is hereby authorized and directed to enforce all the provisions of this code. For such purpose, the Building Official shall have powers of law enforcement officer.

The Building Department shall be the Inspections & Code Enforcement Department of the City of Hastings.

The Appointing Authority shall designate the Building Official for the City of Hastings.



Subd. 5.

A. Permits, Inspections and Fees. Permits, inspections and fees shall be as provided in accordance with the Minnesota State Building Code and as adopted by the City Council of the City of Hastings.

B. Surcharge. In addition to the permit fee required by item ?A? above, the applicant shall pay the required surcharge to be remitted to the Minnesota Department of Administration as prescribed by Minnesota Statutes 1984, 16B.70.

Source: Ordinance 370, 2nd Series

Effective date: 4-6-95

Source: Resolution 02-03-00

Effective date: 2-7-00

**SEC. 4.02 SPECIAL REQUIREMENTS FOR MOVING BUILDINGS**

Subd. 1. Conditions and Procedures. No building or structure shall be hereafter moved into and/or within the City limits except under the following conditions:

A. Any person desiring to move buildings or structures into and/or within the limits of the City shall first apply for a permit with the City Planner, and shall at the time of the making such application pay to the City a fee of fifty dollars (\$50.00).

B. The building or structure(s) must be so constructed as to be in compliance with all of the building and operating codes and ordinances of the City of Hastings at the time of the issuance of the permit, and must be in good repair and condition.

Subd. 2. Submittal and Review Requirements. At the time for the filing of the application for a permit to move any building and/or structure(s), as herein contemplated, the applicant shall file an affidavit with the City Planner. Said affidavit, among other things, shall recite the age, type of construction, height, weight, accurate outside measurements, the number of rooms and descriptions thereof (e.g., living room, dining room, kitchen, bedroom, etc.), number of baths, etc., of the structure(s) proposed to be moved, and the address of the location where the building or structure(s) may be personally inspected by the City Building Official or his designated representative. The applicant shall also provide a description of the places from and to which it is proposed

to be moved, and the route to be followed. After such inspection, if in the opinion of the Building Official, the building or structure(s) does not meet the conditions as outlined in subsection B above, shall so notify the City Planner who shall refuse to issue the permit; provided however, that if the building or structure(s), in the opinion of the Building Official, can be remodeled, altered and/or reconditioned so as to comply with the requirements of the State Building Code, the Building Official, may issue a permit conditioned on the requirements as set forth by the Building Official's report. The City Planner may at his discretion refer the application to the Board of Design Control as authorized under Section 2.05 of the City Code.

Subd. 3. Penal Bond. When a moving permit is issued, it shall be a further requirement that the applicant shall at the time of the issuance of said conditions and, further, shall post a penal bond in the sum of five thousand dollars (\$5,000.00) in favor of the City, guaranteeing compliance with said conditions. All permits shall be for the duration of one year from date of issuance; however, all exterior improvements to structures and required site landscaping shall be completed within six (6) months of the date of issuance.. Any moving, remodeling, alteration or reconditioning of any building or structure(s) must be completed within the above referenced time periods; and in the case of a conditional permit, said penal bond shall remain in full force and effect until all conditions are fully complied with.

Subd. 4. A building permit, such as is required under Section 4.01 of this Chapter for any other construction in the City, and the payment of fees therefor shall be required in addition to the permit to move the building and/or structure(s) into or within the limits of City.

Subd. 5. City Costs. Applicants shall pay in advance and prior to issuance of a permit, all labor and material costs to the City of Hastings, including but not limited to police, utility changes and repairs.

Subd. 6. Section Application. This Section applies whether the building or other structure(s) proposed to be moved started from a point of origin within or without the City and is to a point of destination within or without the City, or whether the movement is merely through the City with a point of origin and destination without the City. Provided that a public street, or other public property, are used for such movement. No building may be moved using City streets during the period between April 1st and May 15th of each year.

Subd. 7. Abandonment of Water and Sanitary Sewer Lines. Any City water or sanitary sewer services caused to be disconnected due to moving of a building shall be properly abandoned. Proper abandonment shall include capping the corporation stop at the watermain and capping sanitary sewer lines.

Source: Ordinance No. 421  
Effective Date: 12-15-97

#### SEC 4.03 ~~CERTIFICATE OF SURVEY~~ Building Permit Submittal Requirements

Subd. 1 Survey Requirements— An original certificate of survey from a licensed surveyor is required for all new development, including expansions of existing buildings. The Building Official may for accessory structures or minor additions (decks, porches, attached garages), waive the Certificate of Survey submittal requirements in favor of an approved site plan indicating the location of existing and proposed structures in relation to lot lines.

a. The certificate of survey shall reference and be based on an approved grading plan.

b. The Certificate of Survey shall include at a minimum the following information:

1. property boundaries
2. existing structures
3. proposed structures (including driveways)
4. existing and proposed lot corner elevations
5. proposed drainage flow (arrows)
6. proposed garage floor elevation
7. proposed lowest floor elevation
8. proposed lowest foundation opening
9. proposed top of foundation elevation (front and rear)
10. proposed finish grade elevations at building corners
11. street right-of-way (to center line)

12. existing property monuments
13. Detailed spot elevations for drainage swales based on the approved grading plan.
14. existing and proposed mid point elevations on side lot lines
15. existing top of curb elevations at the extension of side lot lines and at the mid point of the lot
16. On-site sewage treatment system location and potable well location, if applicable

c. Survey benchmarks shall be identified on certificate of survey.

d. Field hubs shall be placed on site by a licensed surveyor to show top of foundation elevation and setbacks.

#### Subd. 2 Building Plan Requirements

a. One and Two Family Dwellings shall submit the following information

1. One - completed and signed building permit application provided by the City of Hastings.
2. Three - Copies of Certificate of Surveys with complete information as identified in Subpart 1.2.
3. Two - Copies of the Building Construction plans with all specifications information including:
  - Energy code compliance worksheets.
  - Window Manufacturer (Fenestration ratings)
  - Building area take off worksheet form.
  - Roof truss design certification specs
  - Floor truss design certification specs
  - Foundation engineering design or specification information for compliance with MSBC 1305.2109
  - Foundation drainage system design per 1305.2109
  - On site sewage treatment system location are (if applicable)
4. One - Plumbing permit application submitted by licensed plumbing

contractor through the State of Minnesota.

5. One - Heating Ventilating & Air Conditioning permit submitted by licensed city contractor.
6. One - Electrical permit submitted to the State Board of Electricity.

b. -Multi Unit Residential Dwellings, Commercial, Industrial, Office and Institutional shall submit the following information

1. One - Completed and signed Building Permit application provided by the City of Hastings
2. Three - Copies of Architectural plans signed by Minnesota Licensed Architect with Building Code Analysis information.
3. Three - Copies of Minnesota certified Structural plans
4. Three - Copies of Minnesota certified Civil plans including site, grading and utility plans.
5. Three - Copies of the Certificate of Survey prepared by a Minnesota Registered Land Surveyor
6. Three - Landscaping plans.
7. One - Exterior Energy envelope worksheet demonstrating compliance with the Energy Code.
8. One - Certified Soil testing report from a third party testing company.
9. One - Special inspection agreement from the Certified Architect.
10. One - Copy of the Metropolitan Council S.A.C. unit determination letter.
11. Two - Sanitary Sewer/watermain/storm sewer plans
12. Two - Plumbing certified plans
13. Two - Mechanical certified plans
14. Three - Fire suppression certified plans
15. Two - Electrical certified plans

Subd. 3 Erosion Control Plan Requirements (May be identified on Certificate of Survey).

- a. Silt Fence – A silt fence shall be identified on the erosion control plan.

The silt fence shall be located along the front yard (3 feet from curb or behind sidewalk), along existing developed yards, and where needed for erosion control as determined by the City's Engineering Department.—

- b. Rock Driveways - A rock driveway shall be identified on the erosion control plan. The rock driveway shall be constructed of CA1/CA2 Course Aggregate 1-2" rock – 6" deep per MPCA Manual.

Subd. 4 Natural Resources Management Plan Requirements (all plans can be on same survey)

- a. Tree Plans - Shall identify boulevard/street tree and front yard tree location and type of tree (based on approved tree plan).
- b. Tree Protection – Shall identify protected trees and tree protection systems.

~~In addition to plans and specifications required to ensure compliance with the state building code and prior to issuance of a building permit, each applicant shall be required to submit a Certificate of Survey including at a minimum the following information: property boundaries, existing structures, proposed structures (including driveways), lot corner elevations, proposed drainage flow (arrows), proposed garage floor elevation, proposed lowest floor elevation, proposed lowest foundation opening, proposed top of foundation elevation, street right of way (to center line) and existing property monuments. Field hubs shall be placed on-site by a surveyor to show top of foundation elevation and setbacks. The Building Official may for accessory structures or minor additions (decks, porches), waive the Certificate of Survey submittal requirements in favor of submittal of a plot plan indicating the location of existing and proposed structures in relation to lot lines.~~

## SEC 4.04 CERTIFICATE OF OCCUPANCY

Subd. 1. In addition to Certificate of Occupancy requirements referenced in the State Building Code, Certificates of Occupancy are also required for Group R, Division 3 occupancies.

Subd 2. A Certificate of Occupancy shall not be issued until all building permit or site plan items have been completed or escrowed for.

Subd 3. Site Plan Items – The following site plan items must be completed prior to receiving a certificate of occupancy.

### a. Required Single Family/Two Family Residential Site Plan Items

1. Final yard Grade Approved
2. Front Yard Tree planted
3. Boulevard tree (if any shown on approved tree plan) planted
4. Driveway completed with permanent required surface
5. Sidewalks completed
6. Sod or hydro-seeding established to rear building line of home
7. Street, sidewalk, and curbs pass inspection
8. Street Sweeping fees paid ( if applicable)
9. Erosion re-inspection fees paid ( if applicable)

### b. Required Multi-Family, Commercial, Industrial, Office, and Public Site Plan Items

1. Final Grades and drainage approved
2. Landscaping completed
3. Driveway and parking lots completed
4. Sidewalks and Trails completed
5. Curbs completed
6. Lighting completed as approved
7. Utilities (water, sanitary, storm water) approved
8. Trash enclosures completed
9. Street Sweeping fees paid ( if applicable)

#### 10. Erosion re-inspection fees paid ( if applicable)

Subd 4. Temporary Certificate of Occupancy – Temporary Certificates of Occupancy may be issued for properties with uncompleted site plan items from November 1<sup>st</sup> – May 1<sup>st</sup>. The Building Official may allow Temporary Certificates of Occupancy beyond these dates, based on current weather conditions and a financial guarantee for the items to be completed is submitted to the City. Temporary Certificates of Occupancy shall have an expiration date. The City may pull the financial guarantee to complete the required site plan items or the City may find the property owner in violation of this ordinance and bring charges through the court system.

Subd 5. Temporary Certificate of Occupancy Financial Guarantee - A cash escrow or letter of credit submitted to the City is required to receive a Temporary Certificate of Occupancy. Builders/Developers may also provide evidence that they have an escrow established with another agency addressing the required site plan items and guarantees that they will be completed. The escrow amount for Single Family/Two Family Residential uncompleted site plan items shall be a standard amount determined by City Council Resolution. Multi-Family, Commercial, Industrial, Office, and Public projects shall provide escrows in the amount of 125% of the cost to finish the uncompleted items. The Builder/Developer shall provide the City a cost estimate to finish the uncompleted items.

Subd 6. Certificate of Occupancy Violation - It shall be a violation of this ordinance to issue a certificate of occupancy to a property prior to a all site plan conditions and building code requirements being approved or satisfied through financial guarantees according to Sec 404 Subd. 5.

#### **SEC 4.05 ABATEMENT OF DANGEROUS BUILDINGS**

Subd. 1. The UBC Uniform Code for the Abatement of Dangerous Buildings (1991 ed.) is hereby adopted as part of this chapter subject to following modifications:

1. All references to "Director of Public Works" in Chapter 8 (Performance of Work of Repair or Demolition), Sec. 801., Sec. 802., and in Chapter 9 (Recovery of



cost of Repair or Demolition, Sec. 901.; shall be replaced by "City Planner".

Subd. 2. Any action taken by the City of Hastings to abate a dangerous building under provisions of this chapter shall be consistent with the authority granted to the City under Chapter 463 of the State of Minnesota Statutes.

#### SEC 4.06 WRECKING AND DEMOLITION OF BUILDINGS

Subd. 1. Permit Required. That any person who proposes to be involved in the demolition or wrecking of structures in the City of Hastings shall before undertaking said wrecking or demolition, obtain a license therefore in accordance herewith.

A. Licensee shall obtain a demolition/wrecking permit for each job before undertaking a demolition or wrecking and shall pay the cost of said permit. Demolition permit fees shall be as may set by resolution by the Hastings City Council from time to time.

Subd. 2. Application. Application for a "Demolition Company License" shall be made on application forms provided by the City, addressed to the City Building Official.

Subd. 3. Regulations. Licensees shall be required to provide advance notice to all concerned utility companies and obtain necessary shut-offs or permissions.

A. No demolition refuse or material shall fall more than 15 feet unless in an enclosed chute.

B. A licensee shall not install barriers or barricades effecting sidewalks, roadways or private ways, nor shall sidewalk, roadway or private way traffic be diverted without prior written approval of the City Director of Public Works, or such other person as the Hastings City council may designate. Any obstruction or diversion of traffic shall be preceded by notice from applicant to the Hastings Police Department.

All demolition work including removal of all debris shall be completed within 30 days of the date of permit issuance.

Subd. 4. Fees. Submitted with the application shall be the annual fee in the amount as established by resolution of the Hastings City Council.

Subd. 5. License. Said licenses shall be good for the calendar year in which

the same is issued and shall expire on the last day of the calendar year of issuance.

A. It shall be cause for suspension of the license if the licensee does not comply with all state and city demolition requirements including state statutes, city ordinances, and applicable regulations.

B. No demolition or wrecking shall be accomplished by other than a licensed person working under his, her or its direction.

Subd. 6. Bond Required. Before issuance of the license, the applicant shall deposit with the Building Official's office a liability policy or bond in an amount of at least \$10,000 insuring and indemnifying the City from any and all claims that may be made against it as a result of the applicant's demolition or wrecking activity.

Subd. 7. Insurance. The applicant, before issuance of the license, shall file with the City a certificate of insurance covering workers compensation and a public liability insurance policy in the amount of at least \$250,000, insuring the applicant for any damage that may be done during the course of the wrecking or demolition or matters incident thereto.

Subd. 8. Safety. All demolition companies shall meet and maintain all safety requirements of the State Building Code and comply with provisions thereof. In addition, all foundations of structures which are demolished shall be removed to at least 24 inches below grade.

Subd 9. Repair. The person accomplishing wrecking or demolition shall after accomplishing same, repair all common walls, chimneys, doors, stairs and all other portions of remaining adjacent structures exposed as a result of the wrecking or demolition. Included in this requirement is the requirement in the person accomplishing same to repair any adjacent surface and to cover same so that the newly exposed portion of the remaining adjacent structure has a color or finish uniform with and compatible with other existing structures of the immediate area.

Subd. 10. Abandonment of Water and Sanitary Sewer Lines. Any City water or sanitary sewer services caused to be disconnected due to demolition of a building shall be properly abandoned. Proper abandonment shall include capping the corporation stop at the watermain and capping sanitary sewer lines.

## SEC. 4.07 LICENSING CONTRACTORS

**Subd. 1. License.** That it is deemed in the interest of the public and the residents of the City of Hastings that any person, firm or corporation who engages in the business of building, construction or related work, within the City of Hastings shall first secure a City contractors license therefore as provided herein unless such party provides evidence that it is licensed by the State of Minnesota to conduct such activity within Minnesota.

A. Licenses shall be obtained by every person engaged in the following businesses or work in accordance with the applicable ordinances of the City of Hastings:

1. General contractors including those involved in erection, alteration or repair of structures.
2. Masonry, cement work, cement block work, block laying or brick work.
3. Heating, Air condition and ventilation.
4. Roofing.
5. Plastering, stucco work and sheet rock taping.
6. Excavation, including excavation for footings, basements and grading of lots and excavation of streets and other public properties.
7. Lawn sprinkler installers.
8. Residential & Commercial fire alarm installation, maintenance and repair, Gas fitters. Plumbers, Electricians, Fire suppression system installation and repair

B. Nothing herein shall be construed as preventing any such qualified licensee from allowing an employee from performing work under his supervision and control, nor a property owner from performing his own work providing all provisions of the State Building Code are met.

C. A license granted to a general contractor shall include the right to perform all of the work included in his general contract. such license shall include any or all persons performing the work, provided that each person performing such work is in the regular employ of such general contractor and qualified as required under state law and the provisions of this Ordinance to perform such work. The general contractor

shall be responsible for the quality and completeness of all of the work so performed.

**Subd. 2.** Application and Insurance Requirements. Application for said license shall be made to the City Building Official and such license shall be granted upon filing with the City Building Official of certificates evidencing the holding of Public Liability Insurance in the limits of \$100,000.00 per person, \$300,000.00 per accident for bodily injury and \$50,000.00 for property damages and certificates of Worker's Compensation Insurance as required by law. Such insurance policies shall contain provisions that same may not be canceled without 10 days prior written notice thereof being mailed to the City of Hastings.

**Subd. 3.** Liability. This Ordinance shall not be construed to effect the responsibility of liability for any party owning, operating or installing the above described work for damages to persons or property caused by any neglect therein nor shall the City of Hastings be held as assuming any such liability by reason of the licensing of persons, firms, or corporations engaged in such work.

**Subd. 4.** License Fee. The license fee shall be paid annually at an amount established by resolution of the City Council. Each license shall expire on the 1st day of January after the same is issued and shall not be prorated.

**Subd. 5.** Waiver of License. The City Council may issue a variance hereto, waiving the requirements of this Ordinance or any portions in the event of a declared emergency and for such period of time as deemed by the Council to be necessary.

**Subd. 6.** Revocation. Any license issued hereunder may be revoked for just cause after a public hearing with four days prior written notice to the licensee.

#### **SEC. 4.08 REMOTE READING TYPE WATER METER REQUIRED.**

**Subd. 1.** In all new construction using one inch size water meter, or smaller, remote reading type water meters shall be installed at the expense of the owners. In all replacement of present one inch meters, or smaller, the replacement shall be with a remote reading type meter allowing reading of same from the exterior of the building. The meter and the remote reading device shall be installed by a private contractor.

#### **SEC. 4.09 SEWAGE AND WASTE CONTROL RULES AND REGULATIONS**

ADOPTED.

Subd. 1. The Sewage and Waste Control Rules and Regulations for the Metropolitan Disposal System is hereby adopted by reference as though set forth verbatim herein. Three copies of said Rules and Regulations shall be marked CITY OF HASTINGS - OFFICIAL COPY and deposited on file in the office of the City Clerk and open to inspection and use by the public.

#### SEC. 4.10 REQUIRED HOOK-UP TO CITY SANITARY SEWER

Subd. 1. All properties currently served with on-site sewer systems shall be required to hook-up at owners expense to City sanitary sewer within one (1) year of such time as service becomes available to a property boundary. Furthermore, properties currently being served by on-site sewer systems which have available access to City sanitary sewer as of the effective date of this ordinance (January 14, 1994) shall be required to hook-up within one (1) year.

#### SEC. 4.11 REQUIRED HOOK-UP TO CITY WATER

Subd. 1. All properties currently served with private wells for potable water needs shall be required to hook-up at owners expense to the City water system within one (1) year of such time as service becomes available to a property boundary. Furthermore, properties currently being served by private wells which have available access to City water service as of the effective date of this ordinance (January 14, 1994) shall be required to hook-up within one (1) year.

#### SEC. 4.12 ON-SITE SEWER REQUIREMENTS

Subd. 1. Adoption of Individual Sewage Treatment Systems Standards (Chapter 7080). Standards for the installation and repair of individual on-site sewer systems are established by the Minnesota Pollution Control Agency. Commonly referred to as "Individual Sewage Treatment Systems Standards - Chapter 7080", these standards are hereby adopted by reference as though set forth verbatim herein. Three copies of said Rules and Regulations shall be marked CITY OF HASTINGS - OFFICIAL COPY and kept on file in the office of the City Clerk and open to inspection and use by the public.

**Subd. 2. Permit Required.** No person shall install, repair, alter or pump an on-site sewer system without first obtaining a permit as provided herein. Applications, provided by the City, must be completed in writing prior to issuance of a permit. Permit fees shall be as provided in Section 4.01, Subd. 5., of this Chapter.

**Subd. 3. License Required.** Installation, and repair of on-site sewer systems requires licensing by the respective County jurisdiction. Persons applying for a permit for installation or repair of an on-site sewer system must provide evidence of licensure with Dakota County if the property where work will be performed is in Dakota County or licensure with Washington County if the property where work will be performed is in Washington County.

**Subd. 4. Required Conditions**

A. Soil percolation tests must be completed by an independent party and must be favorable for the operation of an on-site sewer system before a permit will be issued.

B. Installations, alterations, repairs and maintenance shall be performed in accordance with MPCA Rules Chapter 7080.

C. No private on-site sewer system shall be permitted without approval by the City Council. City Council may deny approval of an on-site sewer on property situated within the Municipal Urban Service Area (MUSA) due to the pending availability of City sanitary sewer service.

**SEC. 4.13. ELECTRIC, TELEPHONE, TV CABLE AND OTHER SIMILAR UTILITY CONSTRUCTION TO BE UNDERGROUND.**

**Subd. 1. Underground Construction Required.** All utility lines hereafter installed, constructed or otherwise placed within the City for electric, telephone, TV Cable, or other similar services to serve residential, commercial and industrial customers in newly platted areas, and which utilize metallic conductors to carry electric current, whether owned, installed or constructed by the supplier, consumer, or any person shall be installed and placed underground in an approved, safe manner, subject only to the exceptions hereinafter stated.

**Subd. 2. Utility Companies.** All companies installing and operating lines such

as those described herein shall be referred to as "utility companies" for the purpose of this Section.

Subd. 3. Exceptions to Application. The following exceptions to the strict applicability of this Section shall be allowed upon the conditions stated:

A. Aboveground placement, construction, modification or replacement of meters, gauges, transformers, street lighting and service connection pedestals shall be allowed.

B. Aboveground placement, construction, modification or replacement of these lines commonly referred to as "high voltage" transmission lines upon which the conductor's normal operating voltage equals or exceeds 23,000 volts-phase-to-phase shall be allowed, provided, however, that sixty days prior to commencement of construction of such a project, the Director of Public Works shall be furnished notice of the proposed and, upon request, the Utility Company shall furnish any relevant information regarding such project to the City Engineer.

C. Aboveground placement, construction, modification or replacement of lines shall be allowed in residential, commercial and industrial areas where the Council, following consideration and recommendation by the Planning Commission finds that:

1. Underground placement is impractical or not technically feasible due to topographical, subsoil or other existing conditions which adversely affect underground utility placement.

2. Aboveground placement of temporary service line shall only be allowed:

- (a) During the new construction of any project for a period not to exceed twenty-four months.
- (b) During an emergency to safeguard lives or property within the City.
- (c) For a period of not more than seven months when soil conditions make excavation impractical.

Subd. 3. Repair and Maintenance of Existing Installations. Nothing in this Section shall be construed to prevent repair, maintenance, replacement or modification of existing overhead utility lines.

Subd. 4. Developer Responsibility. All owners, platters or developers are responsible for complying with the requirements of this Section, and prior to the final approval of any plat or development plan, shall submit to the Planning Commission written instruments from the appropriate utility companies showing that all necessary

arrangements with said companies for installation of such utilities have been made.

Subd. 5. Placement.

A. All utility lines shall be placed within appropriate easements or dedicated public ways so as to cause minimum conflict with other underground services. Whenever feasible, all utilities shall be placed within the same trench.

B. All utility companies shall submit annually to the Director of Public Works current maps revealing locations of underground installation, whether such installations were installed prior to the adoption of this Section or hereafter.

Source: Ordinance 351, Second Series - (Repeal & adoption of entire Chapter 4)

Effective date: 1-14-94

**SEC. 4.14 COMMERCIAL BUILDING REHABILITATION PROGRAM**

Subd. 1. General Provisions.

A. Authority. Pursuant to Minnesota Statutes, Section 469.184 (1995), the City of Hastings has been authorized to establish a program to provide rehabilitation loans to owners of small and medium sized commercial buildings. In establishing a commercial building rehabilitation program, the City Council is acting in all respects for the benefit of the citizens of the City of Hastings to serve a public purpose in improving and otherwise promoting their health, welfare and prosperity.

B. Findings. The City Council of the City of Hastings finds that many commercial buildings in the City are physically deteriorating, underused, economically inefficient, or functionally obsolete and in need of rehabilitation to meet applicable building codes; that there is a need for a comprehensive program for the rehabilitation of the commercial buildings to prevent economic and physical blight and deterioration, to increase the tax base of the City, and to assist in the implementation of the comprehensive plan for the City; that some owners of small and medium sized commercial buildings are unable to afford rehabilitation loans on terms available in the private mortgage market or to obtain rehabilitation loans on any terms because the private mortgage market is severely restricted; and that the health, safety and general welfare and the preservation of the quality of life of the residents of the City of Hastings



is dependent upon the preservation and rehabilitation of the commercial buildings.

C. Definitions. The following terms when used in this Chapter shall have the following respective meanings:

1. Act shall mean Minnesota Statute, Section 469.184 (1995), as now in effect and as from time to time amended.

2. Program shall mean the commercial rehabilitation loan program authorized by the act and set forth in Subd. 2 of this Ordinance.

3. Agency shall mean the Housing and Redevelopment Authority in and for the City of Hastings.

4. Small or medium sized commercial building shall mean a structure having a total floor area not exceeding 40,000 square feet, the primary ground floor function of which is commercial in nature, i.e., retail service, or office. Noncommercial usage on other floors of such a structure shall not affect the structure qualifying as a small or medium sized commercial building.

5. Regulations means regulations drafted or approved by the agency for the program.

D. Administration. The agency is hereby authorized to administer the program in accordance with the act and the regulations and resolutions adopted by the City for the issuance of bonds, loans, or other obligations for the program

#### Subd. 2. Program Requirements

A. Regulations and Forms. The agency shall adopt regulations setting forth uniform procedures by which applications for loans shall be submitted and processed, and for determining eligibility of borrowers, and other procedures necessary or desirable in carrying out the program. The agency may, in the agency's discretion and from time to time, prescribe and amend forms to be used by an applicant in applying for financing under the program.

B. Authorization of Loans. Under the program, no loan shall be made or purchased until the agency or its designee has reviewed the application relating to the loan and has approved such loan. In approving applications for loans under the program, the agency or its designee, in addition to other requirements and regulations, shall consider the following factors:

1. The availability and affordability of private mortgage credit;
2. The availability and affordability of other government programs;
3. Whether the building is required, pursuant to any court order, statute or

ordinance, to be repaired, improved or rehabilitated;

4. Whether the proposed improvements will result in conformance with the building and zoning codes and any design guidelines approved by the agency for commercial areas.

C. General Limitations. The following limitations shall apply to all loans under the program:

1. No loan shall be made for a period exceeding twenty (20) years.

2. No loan shall exceed eighty percent (80%) of the estimated market value of the property to be rehabilitated upon completion of the rehabilitation, less the principal balance of any prior mortgage or contract for deed existing on the property at the time the loan is made, or Two Hundred Thousand Dollars (\$200,000.00), whichever is less.

3. All monies loaned under this program shall be used only on property located within the Hastings HRA Redevelopment Area.

D. Interest Reduction Program. The agency may develop and administer an interest reduction program, pursuant to Minnesota Statutes Section 469.012, Subdivision 7-9, as now in effect and from time to time amended, to assist in the rehabilitation or preservation of small or medium sized commercial buildings.

E. Expiration Date. The agency's ability to authorize payment of interest reduction assistance pursuant to this Ordinance shall expire on December 31, 2006. Interest reduction assistance payments authorized prior to December 31, 2006 may be paid after December 31, 2006.

Source: Ordinance 386, Second Series

Effective Date: 7-18-96

## SEC. 4.15 ACCESSORY STRUCTURES

### Subd. 1. FENCES

BUILDING PERMITS are required for all fences installed in Hastings.

TYPE OF FENCING MATERIALS - There are no requirements as to the type of fencing materials or how they should be installed; however no hazardous type of fencing shall

- (1) Type and size of pool
- (2) Site plan shall provide: Location of pool, location of house, garage, fencing, and other improvements on the lot. Also the location of filter unit, pump, and wiring indicating the type of such units; location of back-flush and drainage outlet; elevations and final treatments or finishes around the pool. Also the location of overhead or underground wiring, utility easements, trees or other features or heating unit shall be specified.

03. Enclosure Fence

All pools to be constructed or already constructed shall be completely surrounded by a fence or wall of not less than four (4) feet nor more than six (6) feet in height. The fence shall be of a type not readily climbed by children. A dwelling house or accessory building may constitute part of the enclosure. An above ground pool with a side wall height of four (4) feet or greater does not require a fence.

All gates or openings shall be self-closing and have a self-latching device for security. Pool gates shall have locking devices for off-season or non use.

04. Life-Saving and Emergency Equipment

- (a) One ring buoy not more than 15 inches in diameter with a 3/16 inch rope attached; said rope shall be equal to the greater dimension of the pool.
- (b) One life pole, or shepherd's crook type pole, at least 10 feet long with blunt ends.

05. Above Ground Pools

Shall be protected in such a way that access or entry to the pool can be secured when not in use.

06. City Water Supply

There will be no cross-connections of the City water supply with any other source of water supply for the pool. The line from the City water supply to the pool shall be protected against backflow of polluted water by means of either an air gap, vacuum breaker or other adequate device to prevent back siphonage.

07. Outdoor Pool Enclosures:

Outdoor pool enclosures, permanent or inflated shall not exceed 18 vertical feet above the pool deck and shall conform to the Uniform Fire Code.

08. Setback Requirements:

Pools or their outer most appurtenances shall not be located within 10 feet of any side or rear lot line nor within six (6) feet of any principal structure or frost

be installed. ie: barbed wire, electric fences, etc.

THE MAXIMUM HEIGHT of any residential fence installed within the City of Hastings is 6 feet. Fences installed around swimming pools from ground up must be a minimum of 4 feet high and non-climbable with a self closing-self latching gate. Maximum height of all fences shall be in compliance with the city zoning code or as approved by the planning commission.

SETBACKS - All fences may be installed up to but not on the property line.

ESTABLISHING PROPERTY LINES - The City of Hastings does not provide surveying service. It is up to the homeowner to establish the location of the lines and make these available upon request of the inspector.

SPECIAL CONSIDERATION/CORNER LOTS - Fences that extend into front yards of corner lots **MUST NOT** impair traffic visibility. No fence or hedge shall be over 30" in height located within 25 ft. each direction from a property corner fronting a street right of way. See drawing below

COVENANTS - The City of Hastings does not enforce the private covenants of subdivisions. Homeowners should always check the covenants in their area for additional fence requirements.

#### FENCE REQUIREMENTS - SPECIAL CONSIDERATIONS - CORNER LOTS

##### Subd. 2 SWIMMING POOLS

01. Definition:

As used in this chapter, the term "Swimming Pool" shall include any enclosure above or below grade having a water depth greater than 18 inches, and having a water surface area in excess of 100 square feet, which shall be used or designed for swimming or wading purposes by anyone.

02. Building Permit Required

- (a) A building permit shall be obtained prior to excavation, erection, or any phase of pool construction.
- (b) The application for permit shall include:

footing. Pools shall not be located within any front yard.

09. Lighting, Ventilation, and Electrical:

When underwater lighting is used, such lights will be spaced to provide illumination so that all portions of the pool and pool bottom may be readily seen without glare. All electrical wiring shall conform to the National Electrical Code of the National Fire Protection Association and shall be approved by the State Electrical Inspector, with particular reference to Article 680-20 (National Electrical Codes).

10. Overhead Wiring Clearance:

Any overhead wiring shall not be installed above the swimming pool or surrounding area extending 10 feet horizontally from the pool edge, or diving structure, observation stands, towers or platforms

11. Pool Filters:

Every pool shall be equipped with a recirculating system capable of filtering the entire contents of the pool in twelve (12) hours or less.

- (1) Filters shall be capable of maintaining the clarity of the water through an eight (8) foot depth.
- (2) Filter capacity shall be such that it need not be cleaned more frequently than once every four days under proper conditions of water and operation.
- (3) All filters shall be equipped with at least one pressure vacuum or compound gauge which shall be positioned in such a way as to determine the differential across the filter and the need for cleaning.
- (4) All pressure filter systems shall be equipped with an air release at the high point in the system.
- (5) Operating instructions shall be posted on every filter system. All valves shall be properly designated indicating their purpose.
- (6) When dissimilar metals are used in the construction of the filter, which set up galvanic currents, then suitable provision shall be made to resist electrolytic corrosion.
- (7) Filters shall be so designed and installed that they can be readily disassembled and the filter elements removed.

12. Disinfection and Conditioning:

Suitable methods shall be available to maintain a PH of the pool water between 7.2 and 8.2 and to maintain an alkalinity of not less than 50 ppm.

The devices used to apply chlorine or its equivalent as a disinfectant shall be of such capacity as to maintain in all areas of the swimming pool at all times at least 0.5 ppm. of free available residual chlorine or a level of another approved disinfectant which shall be of at least a proven equivalent disinfecting strength as 0.5 ppm. of free available residual chlorine.

13. Modifications:

A. The City Council may make modifications in individual cases, upon showing of good cause, with respect to height, nature, or location of the fence or wall, gates, latches, or the necessity therefore, provided the degree protection is not reduced thereby.

B. Upon the application of a property owner, the Council may grant extension of time for compliance in individual cases, upon the showing of good cause; such extensions of time shall not exceed thirty (30) days at a time.

14. Revocation of a Permit:

The Building Inspector may revoke any permit for failure to comply with the regulations of the ordinance.

Before a permit is revoked, the pool owner shall have notice in writing listing the failure or failures to comply with the ordinance.

The permit shall be reissued upon proper application and upon proof that the deficiencies causing revocation have been corrected.

15. "Public Pools"

All pools used for any purpose other than private dwellings shall first have plans and specifications approved by the Minnesota State Board of Health, and subsequently by the Building Official.

Subd. 3 DRIVEWAY, CURB, CURB CUT CONSTRUCTION

General Information:

\* Site plan with location of buildings, property lines, easements and new driveway drawer to scale must be submitted with permit application.

- \* Driveway shall not be more than (24' residential) and (32' commercial) in width where it meets the property line. Minimum width is 12' except where the existing curb cut is less, then the driveway width must meet the curb cut.
- \* Driveway slope shall be in accordance with approved grading plans not to exceed a 4:1 slope. Exceptions to this requirements, based on site condtions, shall be reviewed and approved by the City Engineering department.
- \* Driveways may extend to the side property line (zero setback).
- \* Where a driveway intersects a curb, gutter, apron or city sidewalk, 3,900 psi concrete mix must be used.
- \* Minimum sidewalk thickness where a driveway intersects is 6".
- \* Install 1/2" expansion joints in accordance with specifications established by the Public Works Division as noted on Drawing #181.
- \* All driveways must be hardsurfaced in accordance with specifications established by the Public Works Division. ~~All driveways must be hardsurface as approved by the City Engineer (asphalt, concrete).~~
- \* Bituminous curbs and gutters are to be used when existing curbs and gutters are bituminous.
- \* ~~Streets without curbs and gutters are to be used when existing curbs and gutters are bituminous.~~
- \* Contractor must call for inspection after all forms are set up and expansion joints are in place, and before any concrete is installed.

Subd. 4 ACCESSORY BUILDING AND STUCTURE REQUIREMENTS —  
Accessory Building and Structures shall meet the following requirements:

1. No accessory buildings shall be erected in any required front or side yard fronting a public street or right of way.
2. No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
3. Accessory structures, except fences meeting the requirements of Sec 4.15 Subd.1 , shall not be placed in any easements.
4. All accessory structures, except fences, shall meet the setbacks listed in Table 1.
5. All accessory structures shall be setback at least 6ft from all other structures.
6. At grade accessory structures such as basketball courts, patios, dog kennels shall meet the accessory structures setbacks listed in Table 1. These accessory structures are not included in the total allowable square footage allowed, as long as the total impervious surface of the lot does not exceed 35% for the rear yard. The rear yard shall be measured for the rear building line to the rear lot line.
7. Accessory structures shall have weather resistive exterior finishes that are durable and architecturally compatible with and similar in design, color, and material to the principle structure.
8. The following Table (Table 1) shall determine the number, size and setbacks of accessory structures. In addition to the accessory structures listed in the Table 1, one accessory storage structure up to 120 sq. feet in size, and swimming pools meeting the requirements of SEC. 4.15  
ACCESSORY STRUCTURES Sub2 Swimming pools.

Table 1

<u>Accessory Building/Structure Number, Size and Setbacks Standards</u>			<u>Setbacks</u>		
<u>Property Zoning</u>	<u>Number Structures</u>	<u>Total Structure size</u>	<u>Side</u>	<u>Side Corner*</u>	<u>Rear</u>
<u>A</u>					
<u>R-1,R-2,R-3,R-4, R-5</u>	<u>1</u>	<u>1000</u>	<u>5</u>	<u>10</u>	<u>5</u>
<u>R-6</u>	<u>1</u>	<u>1000</u>	<u>5</u>	<u>10</u>	<u>5</u>



<u>Commercial/Office Districts</u>	<u>Site plan review</u>	<u>Site plan review</u>			
<u>Industrial Districts</u>	<u>Site plan review</u>	<u>Site plan review</u>			

- Garages shall be set back 20 ft from Right of Ways

SEC. 4.16 Erosion Controls

Subd 1. Silt Fence Requirements – Silt fences shall be installed prior to construction on the property. Silt fences shall be installed throughout the year until the ground freezes as determined by the Building Official. Silt fences may not be required to be installed while the ground is frozen. Silt fences shall be installed immediately after the ground has thawed as ordered by the Building Official.

Subd 2. Silt Fence Locations – A silt fence shall be identified on the erosion Control plan. The silt fence shall be located along the front yard (3 feet from curb or behind sidewalk), along existing developed yards, and where needed for erosion control as determined by the City’s Engineering Department.

Subd 3. Silt Fence Address – The address of the building site shall be painted on the silt fence.

Subd 4. Silt Fence Inspections – Silt fence inspections will be conducted as part of any building inspection for that property.

Subd 5. Rock Driveways – A rock driveway shall be installed immediately after the building foundation has been backfilled and before framing begins. All contractors are required to use the rock driveway access point instead of driving over the curb and sidewalk.

Subd 6. Rock Driveway Design –The rock driveway shall be constructed of CA1/CA2

Course Aggregate 1-2" rock – 6" deep per MPCA Manual.

Subd 7. Lot Grading – The lot shall be graded to the bottom of topsoil elevation immediately after the lot is backfilled and before framing begins.

Subd 8. Erosion Control Enforcement – The Building Department may not perform any further building inspections on a property with failed erosion controls, until those erosion controls have been re-established.

Subd 9. Erosion Control Re-Inspection – The Building Department will charge a re-inspection fee to any lot that has been ordered to correct erosion controls and has not done so by the time of the next scheduled inspection. This fee will be based on a rate established by the City Council. This fee must be paid prior to any further building inspections are scheduled.

SEC. 4.17 Survey inspections - The City shall require a top of block inspection and a final grade inspection. These inspections shall be paid for as part of the building permit fee.:

Subd 1. Top of Block Inspection - A top of block inspection shall be performed to verify garage slab elevation, top of block elevation, and lowest front and rear opening elevations. This inspection shall be performed prior to the building being back filled.

Subd 2. Final Grade Inspection - A final grade inspection will be required prior to issuance of a Certificate of Occupancy. The final grade inspection shall verify the lot corner elevations, breakpoints, critical areas, swales, ponds, etc. The final grade inspection shall be performed prior to the lot being sodded.

Subd 3. Enforcement – The building department will not perform any further building inspections until the top of block inspection has been performed and passed. A certificate of Occupancy will not be granted to any building until the final grade inspection has been performed and passed by the engineering department or an escrow has been submitted to the City based on City Standards.

SEC. 4.18 Street Sweeping - The City will inspect streets in active development areas to ensure they are free of dirt and debris.

Subd 1. Street Sweeping Schedule - The City's Street Department will inspect streets twice a week on a set schedule for active developments.

Subd 2. Street Sweeping Inspection – The City will immediately order street sweeping for any streets not passing the Street’s Departments Inspection. The Street Inspector will make a determination on which lot or combination of lots the dirt and debris came from. The builders of those lots will be billed

Subd 3. Street Sweeping Fee – The street sweeping fee shall be determined through City Council Resolution.

Subd 4. Enforcement – A certificate of Occupancy will not be granted to any building until all street sweeping fees have been paid in full as determined by the Building Department.

SEC. 4.19 Trash and Debris – Builders shall be required to store all construction waste, trash and debris in on-site dumpsters or enclosed waste storage areas. Construction waste, trash and debris shall be stored in a way that prevents it from leaving its enclosure. Builders shall be responsible to keep their entire building sites clean of trash and debris.

Subd 1. Enforcement – The Building Department may not perform any further building inspections on a property that has not maintained its trash and debris in a permitted manner.

(Sections 4.20~~16~~ through 4.98 inclusive, received for future expansion)

Sec. 4.99. VIOLATION A MISDEMEANOR. Every person violates a section, subdivision, paragraph or provision of this Chapter when he performs an act thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof.

Source: City Code

Effective Date:

Source: Ordinance 351, Second Series

**PASSED AND ADOPTED** by the Hastings City Council on this 16<sup>th</sup> day of April, 2001.

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Michael D. Werner, Mayor

ATTEST:

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Melanie Mesko, Administrative Assistant/ City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of an ordinance presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 16<sup>th</sup> day of April, 2001, as disclosed by the records of the City of Hastings on file and of record in the office.

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Melanie Mesko, Administrative Assistant/ City Clerk

( SEAL )

This instrument drafted by:  
City of Hastings  
101 4th ST.  
Hastings, MN 55033

# Memo

**To:** Mayor Werner and City Council

**From:** Matthew Weiland, City Planner

**Subject:** Environmental Assessment Worksheet (EAW- Century South/Greten Property) - EIS Decision and Findings of Fact

**Date:** April 12, 2001

**CC:** Jim Johnston

## Background Information

Lyman Development Corporation submitted an EAW for a proposed residential project on the Greten property. The residential project will consist of 388 units on 109 acres. The EAW was mandatorily required for this development based on the size of the project. The Greten property was recently annexed to the City of Hastings by an orderly annexation agreement with Marshan Township. The City Council voted to release the EAW for distribution at their February 5th, 2001 City Council Meeting.

Pursuant to MEQB Number 4410.4300 Subpart 19A an Environmental Assessment Worksheet was prepared and submitted to appropriate agencies and the public, and has passed through the 30 day comment period. A few comments were received and will be addressed as part of the Record of Decision.

## EAW Process

The purpose of the EAW is to rapidly assess the environmental effects which may be associated with the proposed project which will then serve as an aid in determining whether or not an EIS (Environmental Impact Statement) is required. City staff have worked with the developer to prepare the EAW and have verified the accuracy of the information provided by the applicant.

## Comments

Copies of the EAW were mailed out to the required agencies and also made available to the General Public. Five written comments were received (letters attached).

## **EIS Decision Process**

The standard for the decision is : Does the project have the “potential for significant environmental effects?” In answering the question the City must compare the impacts which may be reasonably expected to occur from the project with the following criteria:

1. *Type , extent, and reversibility of environmental effects*
2. *Cumulative potential effects of related or anticipated future projects;*
3. *The extent to which environmental effects are subject to mitigation by ongoing public regulatory authority; and*
4. *The extent to which environmental effects can be anticipated and controlled as a result of other environmental studies undertaken by public agencies or the project proposer, or of EIS's previously prepared.*

**Purpose of EIS if ordered** - Th purpose of the EIS is to provide information for governmental units, the proposers of the project , and other persons to evaluate proposed projects which have the potential for significant environmental effects, to consider alternatives to the proposed project, and to explore methods for reducing adverse environmental effects.

## **Conclusion**

The majority of this property was recently farmed. The small amount of natural area on this property is being dedicated to the City to be protected as green space. The City has worked with the Developer to address water quality issues and will require a high level of storm water treatment.

Based on the information developed during the preparation of the EAW and the correspondence received during the EAW comment period, it is felt that although there are various concerns associated with the development, it would appear that the preparation of an EIS is not warranted. The environmental issues and concerns raised through the EAW process can be addressed as part of the local permitting process for the residential development.

### **Requested Action:**

**Motion to recommend approval of the attached record of decision and resolution determining a negative declaration on the need for an EIS to be completed for the Century South Development.**

**Record of Decision  
Century South  
Hastings, MN**

A Discretionary EAW was prepared and sent to the distribution list as required by the Environmental Quality Board (EQB) Rules. Notice of the EAW was published in the EQB Monitor and in the local newspaper. The thirty day comment period ended on April 2nd, 2001.

The EAW and issues raised during the comment period have been reviewed. It is the decision of the City Council that an EIS is not necessary. The Hastings City Council acknowledges the issues raised and has responded to each issue. The potential environmental impacts have been discussed. Permit requests and approvals will be obtained prior to construction.

The issues raised in the comment letters are briefly described below. A synopsis of the comments is provided in a numbered list beginning with the first issue raised in the first letter received and consecutively numbered. The responses are provided for issues (17) raised in the five letters received from representatives of five agencies.

**March 22<sup>nd</sup>, 2001 letter from Britta L Bloomberg, Deputy State Historic Preservation Officer, State Historic Preservation Office, Minnesota Historical Society**

**Comment** “... *There are no properties listed on the National or State Registers of Historic places, and no known or suspected archaeological properties in the area that will affect this property. Therefore, in our opinion, the “no” response to question 25a is appropriate.*”

**Response** The Hastings City Council concurs with this opinion

1. **Issue** *However, if the project is considered for financial assistance or requires federal permits the applicant must submit the project to the MHS for review under the requirements of the Section 106 of National Historic Preservation Act.*

**Response** The funding for this project will not include federal assistance and federal permits are not required. Therefore, further review by the Minnesota Historical Society is not be necessary.

**March 19<sup>th</sup>, 2001 letter from Thomas W. Balcom, Supervisor, Natural Resources Environmental Review and Assistance Unit, Office of Management and Budget Services, Minnesota Department of Natural Resources (DNR)**

2. **Issue** “*Item 17, Water Quality/Runoff, indicates that the project will capture and treat runoff to a “trunk drainage swale west of the property [that] discharges into*

*the Vermillion River. We take the opportunity to note that although runoff from the this site will be given the full NURP treatment, nonetheless the Vermillion River system will receive a small incremental increase in water quantity and nutrient inputs....Although the project's nutrient contribution will not be significant, the cumulative loading to this riverine ecosystem could be significant.*

**Response** The developer has included an infiltration basin as part of the ponding and NURP water quality treatment design features. However, there will still be discharge to the Vermillion River from this site. There is no other receiving body of water available to discharge to and containing all runoff on site is impractical.

3. **Issue** *" We do not recommend preparation of an environmental impact statement (EIS) based upon natural resource considerations..*

**Response** The Hastings City Council concurs with this opinion

**March 29th, 2001 letter from Helen A. Boyer, Director Environmental Services, Metropolitan Council**

**Comment** *The Metropolitan Council Staff has conducted a review of this Environmental Assessment Worksheet (EAW) to determine its adequacy and accuracy in addressing regional concerns and environmental impacts. The EAW is complete and accurate with respect to regional concerns. .*

**Response** The Hastings City Council concurs with this opinion.

4. **Issue** *Prior to this area being provided with sanitary sewer services the city will have to amend its comprehensive plan. The EAW projects a potential daily wastewater flow from this site at 110,580 gallons. This projected flow was based on 388 dwelling units @ 2.5 persons per unit @ 114 gallons per person per day or 285 gallons per household per day. The comprehensive plan for the city projected future wastewater flow for residential areas @ 2.7 person per dwelling unit and 80 gallons per person per day or 216 gallons per household per day. If the city develops at this higher rate of flow per dwelling unit the capacity of the Hastings WWTP may be reached sooner than indicated in the comprehensive plan. When the proposed development is submitted as a comprehensive plan amendment, this projected higher flow per household unit should be addressed.*

**Response** The City will be submitting a Comprehensive Plan amendment for land use classification and MUSA Expansion as part of the approval for this project. The projected wastewater flow for this development will be addressed as part of this amendment..



5. **Issue** *Any modification of access to TH 61 should be reviewed by MnDOT --the proposed western extension of 36th Street, plus any realignment of the Cannon St. access point*

**Response** The City has submitted the preliminary plat and traffic study for this project to MNDOT for their review and comment.

6. **Issue** *The proposed project is creating 30 acres of impervious areas that will increase both the rate and volume of runoff. The soils on site appear to be amenable to infiltration because of its sandy nature. Discharge is to the Vermillion River. We encourage the city and developer to examine low impact development techniques including, narrow streets, reduced parking, no curb and gutter, reduced front yard setbacks, and infiltration enhancements.*

**Response** The City is working with the developer to create more infiltration basins as part of the final drainage plan..

**Comment** *"The city of Hastings is a Livable Communities participant and has negotiated housing goals with the Council. The proposed development is consistent with the goals the city has set forth, and the affordable townhome units (which will be priced around the \$120,000's) will assist the city in meeting its affordable housing goal"*

**Response** The Hastings City Council concurs with this opinion.

**March 21<sup>st</sup>, 2001 letter from Kurt Chatfield, Principal Planner, Office of Planning, Dakota County**

7. **Issue** *"We encourage the City to re-evaluate the proposed pond in the north central area, since it would be a significant source of water infiltration, which increases piping and subsidence in silty and fine sandy soils...Please note that State and County ordinances require that any abandoned and unused wells on the farm must be properly and permanently sealed"*

**Response** The City has encouraged infiltration of runoff to lessen the impact the development will have on the Vermillion River. The existing drainage way to the west of the development drains an extremely large watershed area, yet due to infiltration, passes little flow. No adverse impacts from this infiltration have been observed in the area. With regards to sealing existing wells on the site, the developer will be required to locate and permanently seal all existing wells.

8. **Issue** *We believe that the EAW excludes existing waste disposals and potential contaminant releases that have been reported on the properties. Dakota County ordinances require that the Greten Farm Dump site be appropriately investigated and*

*resolved. If the waste disposals and contaminants have been appropriately resolved, the property owners are required to provide satisfactory evidence of such and file a property record disclosure with the County. We request that the EAW be revised to reflect this site. Dakota County recommends that the owners of the development site properly disclose to all prospective buyers the location, presence, and impact of all solid and hazardous wastes disposed on the property and any contaminants (agrichemicals, creosote, etc.) released to the air, land, surface water, groundwater, etc. A property record disclosure form should be completed and filed with the County. Compliance with standing cleanup orders is required.*

**Response** City staff have passed the comments referring to the waster disposal on to the developer. This issue will be addressed as part of the final plat/site plan approval process. The EAW will be revised to reflect the waste disposal issues on this site..

9. **Issue** *We suggest that staff should address the traffic study and describe what actions will be taken.*

**Response** The City accepts the traffic study. The City will address what steps will be taken in response to the traffic study as part of the prelim plat/site plan approval process.

10. **Issue** *We believe that 36th Street will provide a very important route for local trips, and the 3, 700 trips forecast for that road may be understating the potential demand. We suggest that the City may want to reconsider whether to allow direct access from driveways to this street.*

**Response** The City has worked with the developer to limit driveway access to 36<sup>th</sup> St . The City will require turn around drive ways installed on lots fronting 36<sup>th</sup> St.

11. **Issue** *We encourage the City to work with the County and MnDOT to plan for a potential minor arterial roadway, as the City considers future annexation and urban development in this part of Hastings*

**Response** The City has identified a southern bypass in its 2020 Transportation Plan. The City will continue to work with Dakota County and MnDOt on the possible bypass.

12. **Issue** *If there is other correspondence between the township and the City of Hastings in regard to this site, or if an orderly annexation agreement exists, it should be referenced and summarized*

**Response** The City will revise the EAW to reference the orderly annexation agreement approved by the City of Hastings and Marshan Township.

**March 21<sup>st</sup>, 2001 letter from Lynne Kolze, Principal Planner, Operations and Planning Section, Metro District**

13. **Issue** *"Item 8. -Permits and Approvals Required. Please note that the project will require a sewer extension permit from the MPCA. For more information, please contact Don Perwein at (651) 296- 7762."*

**Response** The EAW will be revised to include this permit. This comment has also been passed on to the developer.

14. **Issue** *Item 11 -Fish, Wildlife and Ecologically Sensitive Resources. This section should provide a thorough discussion of important natural resources in the area. In this case, the EA W should discuss the value and importance of the Vermillion River. This is a trout stream, an Outstanding Resource Value Water , and a river which should be given special consideration when estimating impacts from any kind of development. This section should provide an overall strategy for protecting the Vermillion River from any water quantity , water quality , or thermal impacts associated with this development.*

**Response** The Vermillion River is very important to the City of Hastings. The EAW will be revised to reference the Vermillion River.. The City has required this development to meet water quality standards. The City is also working with the developer to create more infiltration basins in order to improve water quality run off to the Vermillion River.

15. **Issue** *Item 16. -Water Quality The EA W states that, "Upon completion of the project, all exposed surfaces will be permanently re- vegated to minimize potential for erosion.*

*The EA W also states that runoff from all impervious surfaces will be treated to*

*National Urban Runoff Program "(NURP) standards" prior to discharge into waters of the State. The NPDES Permit contains requirements for sizing and settling velocities that the pond must achieve in order to be in compliance with the Permit. These requirements are not the same as "NURP standards" and need to be incorporated into the pond design. Where exactly on the property will these ponds be built? The map does not show any indication that ponds have been included in the design of the subdivision.*

**Response** The developer will be required to submit an erosion and sediment control plan as ~~part~~ of the construction plans and specifications for City review and ~~approval~~. This erosion and sediment control plan must address all NPDES permit requirements. In addition, the City of Hastings has contracted with the Dakota County Soil and Water Conservation District to review plans and inspect erosion and

sediment control measures.

16. **Issue Item 17- Water Quality/Runoff** *This development will result in the addition of 30 acres of new impervious surfaces in the area, all which will drain to the Vermillion River. It is important to ensure that the increased runoff will not alter the stream geomorphology or have any long-term adverse impacts to the stability of the flow regime of the Vermillion River. To that end, MPCA staff suggests that the project should not exceed pre-development rates of runoff for the 2, 10, and 100-year storm events. Currently, it appears that after the development is complete, the 100-year storm event discharge rate will increase from approximately 105 cubic feet per second (CFS) to approximately 118 CFS. This is an increase of over 10 percent and has the potential to adversely affect the Vermillion River. Increasing impervious surfaces by 30 acres also creates the potential for thermal impacts to the trout stream from warm-water discharges.*

*MPCA staff strongly suggests that infiltration basins (with at least 3 feet of separation to the groundwater table) be used to accept treated water from the wet-sedimentation basins. Infiltration basins will help to cool treated stormwater prior to its discharge to the river and also support the base flow of the river. In addition, placing the infiltration basins in-line after the wet-sedimentation basins will help to extend the life of the infiltration basins and ensure that the project meets the wet ponding requirements in the NPDES Permit. Please contact Mike Findorffat (651) 296-6798, for more information”*

**Response** An infiltration basin is part of the development storm water design; however, the infiltration basin cannot handle all of the increase in runoff from the new development. This section of the Vermillion River is not part of the existing or proposed expanded trout stream designation. In addition, the draft Chapter 509 Vermillion River Watershed Management Plan calls for a “first flush” of Hastings’ storm water runoff, eschewing detention for quick release of storm water flows. The development is attempting to limit additional flows from the site through the use of an infiltration basin and is improving water quality of the runoff prior to discharge to the Vermillion River, and is meeting the guidelines identified in the Vermillion River Watershed Management Plan and the City’s Storm Water Management Ordinance.

17. **Issue Item 29 -Cumulative Impacts** *The conclusion that "there is no reason to believe an EIS is needed for this project" seems premature given that the public comment period has not yet closed.*

**Response** The EAW will revised to eliminate this comment.

### EIS Decision Process

The standard for the decision is : Does the project have the “potential for significant environmental effects?” In answering the question the City must compare the impacts which may be reasonably expected to occur from the project with the following criteria:

1. *Type , extent, and reversibility of environmental effects*
2. *Cumulative potential effects of related or anticipated future projects;*
3. *The extent to which environmental effects are subject to mitigation by ongoing public regulatory authority; and*
4. *The extent to which environmental effects can be anticipated and controlled as a result of other environmental studies undertaken by public agencies or the project proposer, or of EIS's previously prepared.*

Purpose of EIS if ordered - The purpose of the EIS is to provide information for governmental units, the proposers of the project , and other persons to evaluate proposed projects which have the potential for significant environmental effects, to consider alternatives to the proposed project, and to explore methods for reducing adverse environmental effects.

### Conclusion

The majority of this property was recently farmed. The small amount of natural area on this property is being dedicated to the City to be protected as green space. The City has worked with the Developer to address water quality issues and will require a high level of storm water treatment.

Based on the information developed during the preparation of the EAW and the correspondence received during the EAW comment period, it is felt that although there are various concerns associated with the development, it would appear that the preparation of an EIS is not warranted. The environmental issues and concerns raised through the EAW process can be addressed as part of the local permitting process for the residential development.

**Summary: The issues raised in the comment letters have been addressed by by the City of Hastings. The Hastings City Council has determined that an EIS is not necessary for this project.**

**HASTINGS CITY COUNCIL**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS ADOPTING  
FINDINGS OF FACT AND CONCLUSIONS PERTAINING TO THE  
ENVIRONMENTAL ASSESSMENT WORKSHEET FOR THE PROPOSED CENTURY  
SOUTH RESIDENTIAL PROJECT  
AND DETERMINING THAT AN ENVIRONMENTAL IMPACT STATEMENT IS NOT  
REQUIRED TO BE COMPLETED FOR SAID PROJECT.**

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

**WHEREAS**, An Environmental Assessment Worksheet, hereafter referred to as EAW, was prepared pursuant to MEQB Rule #4410.4300 Subpart 19a; and

**WHEREAS**, the availability of the EAW was properly published in the E.Q.B Monitor and the Hastings Star Gazette and was distributed to the required agencies and made available to the general public; and

**WHEREAS**, the EAW has passed through the required thirty day review period during which written comments were received by the city; and

**WHEREAS**, The City Council of the City of Hastings , acting as the Responsible Governing Unit , has reviewed the EAW and all timely comments have been made regarding said EAW and have reviewed the Findings of Fact and Conclusions and recommendations as related to the EAW and has further reviewed the standards and criteria of MQEB Rule 4410.4300 Subpart 19a;

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

That the Findings of Fact and Conclusions for the Hastings High School are hereby adopted and that a determination has been made that an Environmental Impact Statement is not required to be completed for the Century South Residential Project

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

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Michael D. Werner, Mayor

\_\_\_\_\_  
Melanie Mesko  
Administrative Assistant/City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 16th day of April, 2001, as disclosed by the records of the City of Hastings on file and of record in the office.

\_\_\_\_\_  
Melanie Mesko  
Administrative Assistant/City Clerk

(SEAL)

This instrument drafted by:  
City of Hastings  
101 4th ST.  
Hastings, MN 55033

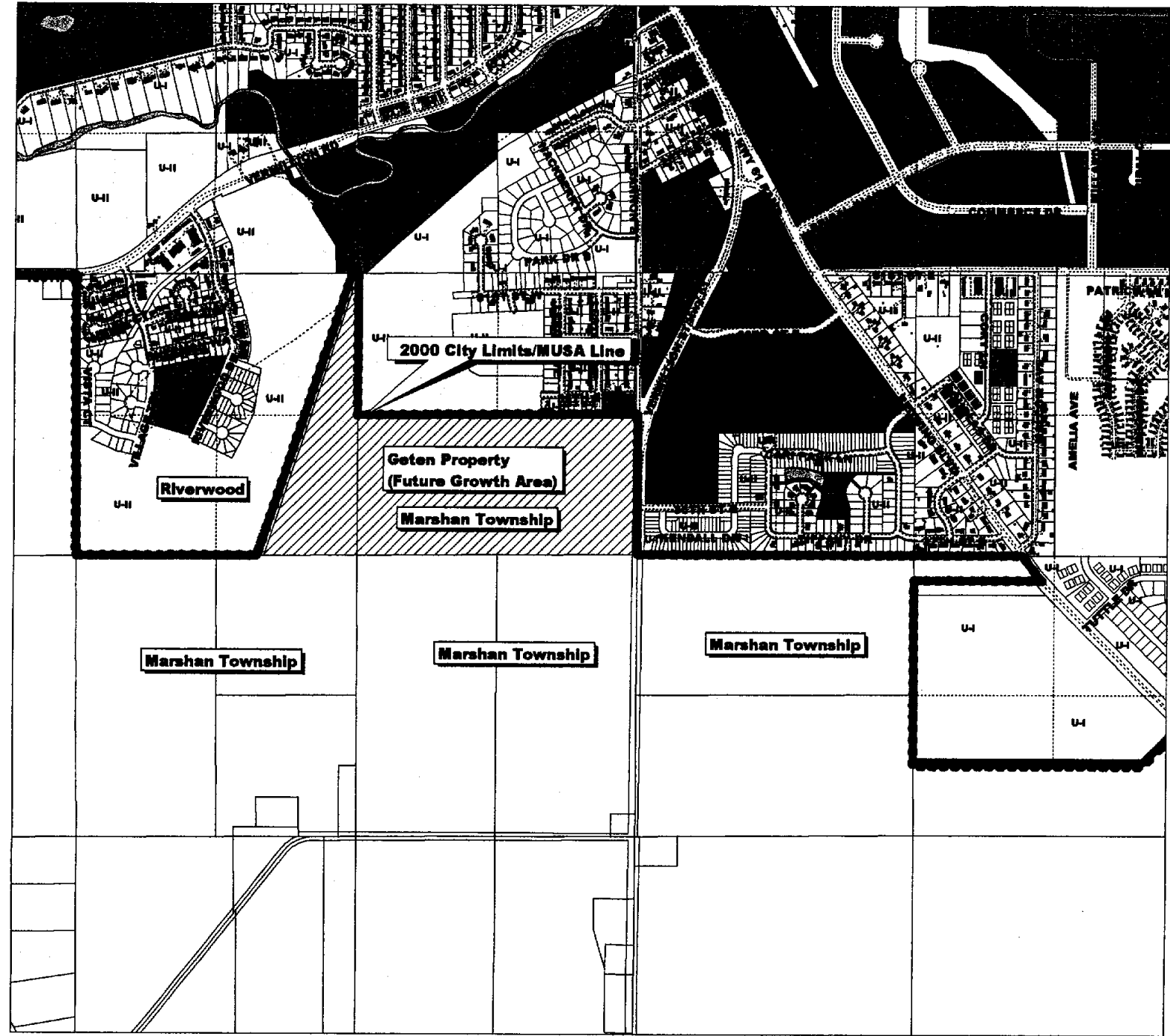
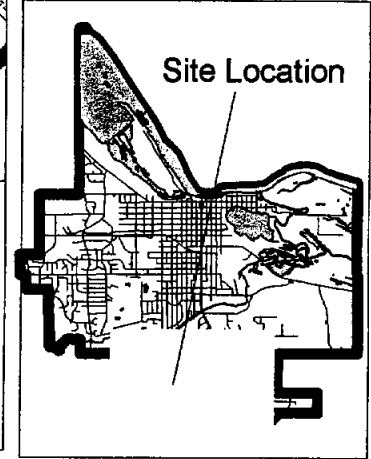
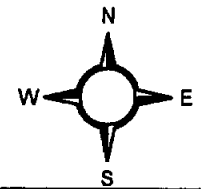
# Geten Property Site Location Comp Plan



**Legend**

2020 comp plan city.shp

- C - Commercial
- I - Industrial
- MKD - Mixed Use
- O - Office
- P - Public
- U-I - Urban Resid 1-3 units/acre
- U-II - Urban Resid 4-8 units/acre
- R - Rural
- U-III - Urban Resid 8+ units/acre
- ROW - Right of Way
- WAT - Water
- Road.shp
- Buildings.shp



This is not a survey





MINNESOTA HISTORICAL SOCIETY

STATE HISTORIC PRESERVATION OFFICE

March 22, 2001

Mr. Matt Weiland  
City of Hastings  
101 4<sup>th</sup> Street East  
Hastings, MN 55033-1944

RE: EAW – Century South Residential Development  
T114 R17 S4 N, Hastings, Dakota County  
SHPO Number: 2001-0364

Dear Mr. Weiland:

Thank you for providing this office with a copy of the EAW for the above-referenced project. It has been reviewed pursuant to responsibilities given to the Minnesota Historical Society by the Minnesota Historic Sites Act and the Minnesota Field Archaeology Act and through the process outlined in Minnesota Rules 4410.1600.

There are no properties listed on the National or State Registers of Historic Places, and no known or suspected archaeological properties in the area that will be affected by this project. Therefore, in our opinion, the “no” response to question 25a is appropriate.

Please note that this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36CFR800, Procedures of the Advisory Council on Historic Preservation for the protection of historic properties. If this project is considered for federal assistance, or requires a federal permit or license, it should be submitted to our office with reference to the assisting federal agency.

Please contact Dennis Gimmestad at (651) 296-5462 if you have any questions regarding our review of this project.

Sincerely,

Britta L. Bloomberg  
Deputy State Historic Preservation Officer



# Minnesota Department of Natural Resources

500 Lafayette Road 10  
St. Paul, Minnesota 55155-40\_\_

March 19, 2001

Matt Wieland, City Planner  
City of Hastings  
101 4<sup>th</sup> Street East  
Hastings, MN 55033

RE: Century South Residential Development  
Environmental Assessment Worksheet (EAW)

Dear Mr. Wieland:

The Department of Natural Resources (DNR) has reviewed the EAW for the Century South Residential Development project. We offer the following comments for your consideration.

Item 17, Water Quality/Runoff, indicates that the project will capture and treat runoff in NURP ponds. These ponds discharge treated runoff to a "trunk drainage swale west of the property [that] discharges into the Vermillion River." We take the opportunity to note that although runoff from this site will be given the full NURP treatment, nonetheless the Vermillion River system will receive a small incremental increase in water quantity and nutrient inputs. This runoff will combine with runoff from upstream sources, both treated and untreated, as well as the effluent discharged from the Metropolitan Council Empire Wastewater Treatment Facility (WWTF). Although the project's nutrient contribution will not be significant, the cumulative loading to this riverine ecosystem could be significant.

Thank you for the opportunity to review this project. We do not recommend preparation of an environmental impact statement (EIS) based upon natural resource considerations. We look forward to receiving notice of your record of decision and responses to comments at the conclusion of the environmental review. Minnesota Rules part 4410.1700, subparts 4 & 5, require you to send us notice of your Record of Decision within five days of deciding this action. Please contact Bill Johnson of my staff at (651) 296-9229 if you have questions about this letter.

Sincerely,

A handwritten signature in black ink that reads "Bill Johnson".

Thomas W. Balcom, Supervisor  
Environmental Planning & Review Section  
Office of Management and Budget Services

c: Kathleen Wallace  
Joe Oschwald  
Jon Larsen, EQB

Con Christianson  
Russ Peterson, USFWS  
James W. Johnston, Lyman Development Co.

#20010456-0002  
CENTURYSOUTH.WPD

DNR Information: 651-296-6157 • 1-888-646-6867 • TTY: 651-296-5484 • 1-800-657-3929

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March 29, 2001

Matt Weiland, City Planner  
City of Hastings  
101 4<sup>th</sup> Street East  
Hastings, Minnesota 55033-1944

Re: EAW Century South Residential Development  
Metropolitan Council District 16  
Metropolitan Council Referral File No. 18484-1

Dear Mr. Weiland:

Lyman Development Company proposes to develop 388 residential units, including 148 single family and 240 multifamily homes (48 twin homes, 72 garden homes and 120 villa homes) on 109.7 acres resulting in a project density of 3.04 units per acre. The site, which is surrounded on three sides by the City of Hastings, is in the process of being annexed to the city of Hastings, consistent with the Hastings Comprehensive Plan.

The Metropolitan Council staff has conducted a review of this Environment Assessment Worksheet (EAW) to determine its adequacy and accuracy in addressing regional concerns and potential environmental impacts. The EAW is complete and accurate with respect to regional concerns. The Council staff offers the following advisory comments.

Prior to this area being provided with sanitary sewer services the city will have to amend its comprehensive plan. The EAW projects a potential daily wastewater flow from this site at 110,580 gallons. This projected flow was based on 388 dwelling units @ 2.5 persons per unit @ 114 gallons per person per day or 285 gallons per household per day. The comprehensive plan for the city projected future wastewater flow for residential areas @ 2.7 person per dwelling unit and 80 gallons per person per day or 216 gallons per household per day. If the city develops at this higher rate of flow per dwelling unit the capacity of the Hastings WWTP may be reached sooner than indicated in the comprehensive plan. When the proposed development is submitted as a comprehensive plan amendment, this projected higher flow per household unit should be addressed.

Any modification of access to TH 61 should be reviewed by MnDOT--the proposed western extension of 36th Street, plus any realignment of the Cannon St. access point.

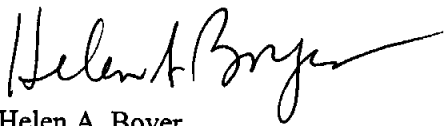
The proposed project is creating 30 acres of impervious areas that will increase both the rate and volume of runoff. The soils on site appear to be amenable to infiltration because of its sandy nature. Discharge is to the Vermillion River. We encourage the city and developer to examine low impact development techniques including, narrow streets, reduced parking, no curb and gutter, reduced front yard setbacks, and infiltration enhancements.

Matt Weiland, City Planner  
March 29, 2001  
Page 2

The city of Hastings is a Livable Communities participant and has negotiated housing goals with the Council. The proposed development is consistent with the goals the city has set forth, and the affordable townhome units (which will be priced around the \$120,000's) will assist the city in meeting its affordable housing goal.

This will conclude the Council's review of the EAW. No formal action on the EAW will be taken by the Council. If you have any questions or need further information, please contact Michael King, Principal Reviewer, at 651-602-1438 or by e-mail at [michael.king@metc.state.mn.us](mailto:michael.king@metc.state.mn.us).

Sincerely,



Helen A. Boyer  
Director, Environmental Services

Cc: John Conzemius, Metropolitan Council District 16  
Keith Buttleman, Director, MCES Environmental Planning and Evaluation Department  
Marcel Jouseau, Manager, MCES Environmental Planning and Resource Management Department  
Eli Cooper, Director, MCCD Planning and Growth Management  
Phyllis Hanson, Interim Supervisor, MCCD, Planning and Technical Assistance  
Michael R. King, Principal Reviewer, MCCD  
Linda Milashius, Referrals Coordinator, MCCD

Mr. Matt Weiland  
Page Three

If you should have any questions, please do not hesitate to contact me at (651) 282-5992.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lynne Kolze".

Lynne Kolze  
Planner Principal  
Operations and Planning Section  
Metro District

LK:sjs

cc: James Johnston, Vice President, Lyman Development  
Don Perwein, MPCA, MD/RF  
Michael Findorff, MPCA, MD/CAP



Office of Planning  
Lynn Moratzka, AICP  
Director

Matthew Weiland  
City Planner  
City of Hastings  
101 Fourth Street East  
Hastings, MN 55033

March 21, 2001

Dakota County  
Western Service Center  
14955 Galaxie Avenue  
Apple Valley, MN 55124

612.891.7030  
Fax 612.891.7031  
www.co.dakota.mn.us

Dear Mr. Weiland:

We have received and reviewed a copy of the EAW for the Century South Residential Development. Thank you for the opportunity to comment on this proposed development. Our comments follow the sequence of the worksheet. Suggestions or recommendations for revising the EAW are noted in *italics*.

### 19. Geologic Hazards and Soil Conditions

*We encourage the City to re-evaluate the proposed pond in the north central area, since it would be a significant source of water infiltration, which increases piping and subsidence in silty and fine sandy soils because:*

Across the site, the unconfined, shallow groundwater is about 100 feet below ground level, and the general direction of flow is to the northeast. On the east, the groundwater table is in the Prairie du Chien dolostone. In the central and west portions, the groundwater table is in the sand and gravel glacial outwash which filled the buried bedrock valley and its buried tributaries

The proposed site (especially the east half) is at the edge of the Hastings Karst. The Hastings Karst is an area of solutioned, jointed carbonate rock (limestone, dolostone, etc.) that has been covered by less than 100 feet of glacial outwash, loess, alluvium, and associated soils. Because of soil piping (solifluxion), some internal subsidence has occurred in nearby areas. This process has formed shallow, closed depressions or open depressions associated with swales, ravines, and valleys. *Please note that State and County ordinances require that any abandoned and unused wells on the farm must be properly and permanently sealed.*

### 20. Solid Wastes, Hazardous Wastes, Storage Tanks

The proposed project potentially impacts approximately 110 acres of primarily agricultural land owned by Paul and Martha Greten, 16411 Lillehei Avenue East, Hastings. (See attached technical memorandum and sitemap.) The two east-west adjacent parcels are located in Marshan Township and have been or will be annexed by the City of Hastings.

We believe that the EAW excludes existing waste disposals and potential contaminant releases that have been reported on the properties. Dakota County ordinances require that the Greten Farm Dump site be appropriately investigated and resolved. If the waste disposals and contaminants have been appropriately resolved, the property owners are required to provide satisfactory evidence of such and file a property record disclosure with the County. *We request that the EAW be revised to reflect this site.*



*Dakota County recommends that the owners of the development site properly disclose to all prospective buyers the location, presence, and impact of all solid and hazardous wastes disposed on the property and any contaminants (agricultural, creosote, etc.) released to the air, land, surface water, groundwater, etc. A property record disclosure form should be completed and filed with the County. Compliance with standing cleanup orders is required.*

## **21. Traffic**

The EAW indicates that a traffic study for this project is included in the Appendix. However, this section contains no staff comments to characterize whether the City accepted all of parts of the study, or which of the proposed conclusions will be implemented in connection with this project or as a result of other development proposed in this area of Hastings. *We suggest that staff should address the traffic study and describe what actions will be taken.*

### Local Connectivity

From our perspective, the proposed development has good internal circulation and provides necessary connections to adjacent local roads. We believe that the local streets shown in this plan will compliment the County's highway system. We believe that 36<sup>th</sup> Street will provide a very important route for local trips, and the 3,700 trips forecast for that road may be understating the potential demand. *We suggest that the City may want to reconsider whether to allow direct access from driveways to this street.*

### Regional Connectivity

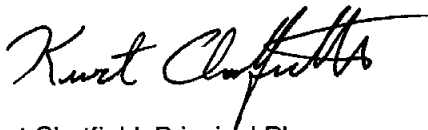
The 1999 Dakota County Transportation Plan shows a potential east-west roadway connection between CR 48 and TH 316, adjacent to the southern boundary of this property. In the study of TH 316 by the Minnesota Department of Transportation (MnDOT), consideration was given to a TH 55 bypass along the southern boundary of Hastings. *We encourage the City to work with the County and MnDOT to plan for a potential minor arterial roadway, as the City considers future annexation and urban development in this part of Hastings.*

## **27. Compatibility with Plans and Land Use Regulations**

It is our understanding that the city and Marshan Township are working together on orderly annexation. The Marshan Township Comprehensive Plan chapter does not mention annexation of land from Marshan Township to the City of Hastings. *If there is other correspondence between the township and the City of Hastings in regard to this site, or if an orderly annexation agreement exists, it should be referenced and summarized.*

In conclusion, we appreciate the opportunity to comment on this EAW. Please contact me at 952-891-7022 if you have any questions or concerns about our comments.

Sincerely,



Kurt Chatfield, Principal Planner

cc: Joseph A. Harris, Commissioner, District 1  
Brandt Richardson, County Commissioner  
Susan Hoyt, Director, Physical Development Division  
Lynn Moratzka, Director, Office of Planning  
Brian Watson, District Manager, Dakota County SWCD  
Robert Overby, Planner, Office of Planning  
Dean Johnson, Resource Strategies  
Roger Fox, Chair, Marshan Town Board  
Marjory Snyder, Clerk, Marshan Township  
Richard Thompson, Metropolitan Council

**Greten Farm Dump [Site 7207 (I-4)]**

The Greten Farm Dump is located on the property of Paul and Martha Greten, 16411 Lillehei Avenue East, Hastings, MN 55033 [East parcel: PIN 25-00400-010-03 (79.64 acres); West parcel: PIN 25-00400-010-27 (26.47 acres). Public Land Survey: Part of south half of the north half of Section 4, T.114N., R.17W., Marshan Township (being annexed by the City of Hastings)]. The properties proposed for the Century South development include the disposal site(s).

On April 6, 1994, Dakota County received a complaint that a dump truck was disposing of wastes in a shallow swale on the Greten property. On April 8, Department staff investigated the complaint and confirmed that demolition debris and waste telephone poles were deposited on the property. Staff observed 40 to 60 cubic yards of predominantly concrete debris and about 40 creosote-covered telephone poles piled on the surface and not covered. Staff followed the truck's tire tracks to a farmstead at 16365 Lillehei Avenue East. Staff observed areas of soil disruption, which were the locations of two former outbuildings that had been recently demolished.

On April 20, 1994, Dakota County notified the property owners (Paul and Martha Greten) of the improper disposals and that all wastes deposited on site must be properly removed, preferably recycled, or landfilled in a permitted, licensed waste disposal facility. There was no response from the owners to confirm that they complied with the correction orders.

On August 14, 1995, staff attempted to re-inspect the site but was denied access by one of the owners, who claimed that all wastes had been removed. However, the owners did not verify and document the cleanup actions required by the County. Staff believes that some or all of the disposed wastes may be still buried on site. Aerial photography from 1996 and 2000 indicates that the former farm house at 16365 Lillehei Avenue and possibly additional outbuildings have been demolished. It is unknown where the debris was disposed.



# SITE MAP

PROPERTY ID NUMBER: 25-00400-010-27

2001 ESTIMATED MARKET VALUES (PAYABLE 2002)

2001 BUILDING INFORMATION (PAYABLE 2002):

FEE OWNER: PAUL & MARTHA GRETEN &  
JOANNE OLSON  
16411 LILLEHEI AVE  
HASTINGS MN 55033-9350

LAND: 53,300  
BUILDING: 53,300  
TOTAL: 53,300

LOT SIZE (EXCLUDES  
ROAD EASEMENTS)  
1,153,008 SQ FT  
26.47 ACRES

NO DATA AVAILABLE

PAYABLE 2001 TAXES

NET TAX: 160.70  
SPECIAL ASSESSMENTS: 0.00  
TOTAL TAX & SA: 160.70

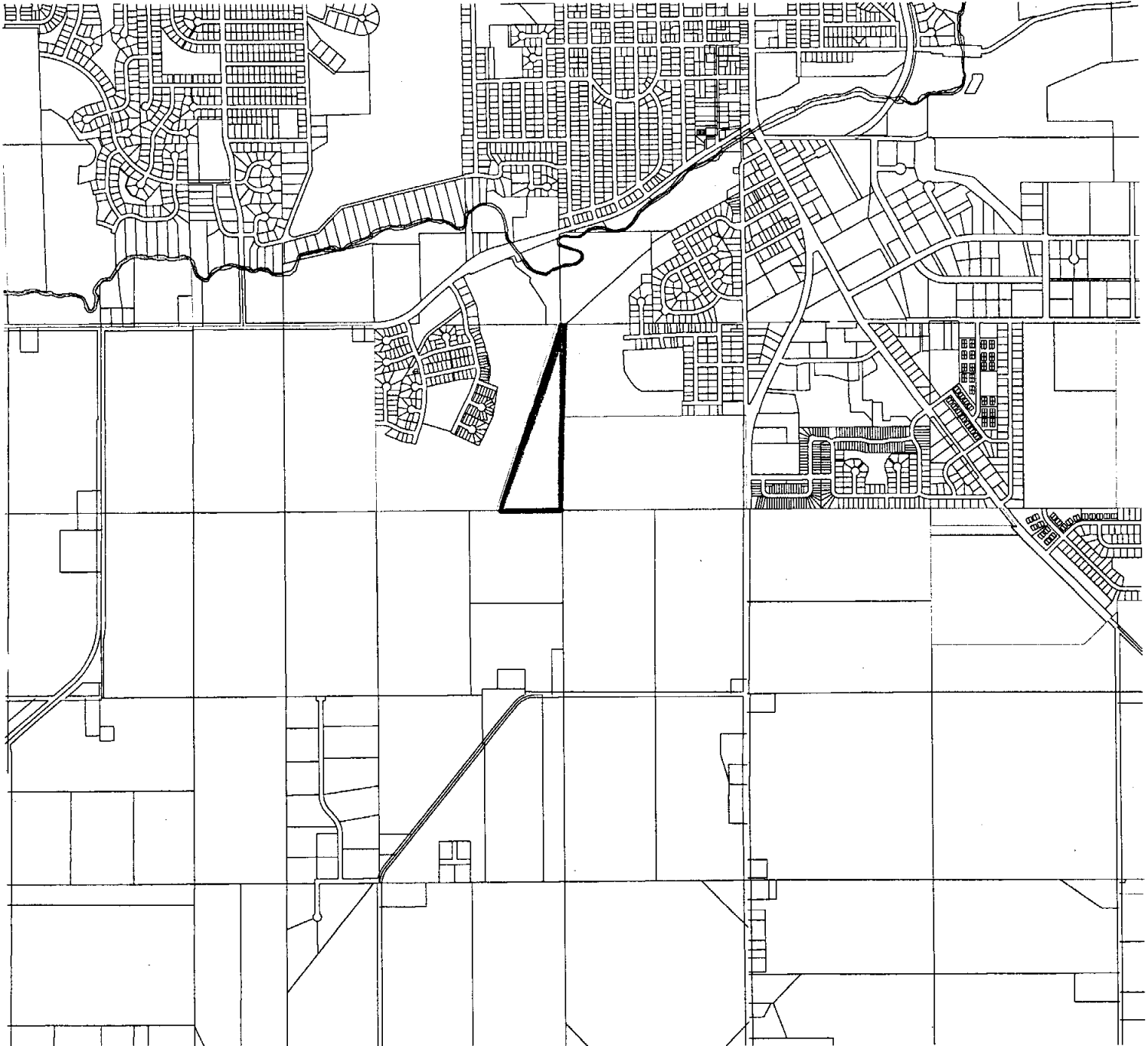
LOCATION: SE1/4 NW1/4 SECTION 04-114-17

PAYABLE 2002 HOMESTEAD STATUS: FULL HOMESTEAD

PAYABLE 2002 ASMNT USAGE:AG-GREEN ACRES

WATERSHED DISTRICT: VERMILLION RIVER

LAST QUALIFIED SALE:  
DATE: AMOUNT:



NOTE: Dimensions rounded to nearest foot.

Copyright 2001, Dakota County -

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Dakota County Survey and Land Information Department.

PLAT NAME: SECTION 4 TWN 114 RANGE 17  
TAX DESCRIPTION: PT OF NW 1/4 COM AT SE COR  
W 13 CHS 89 LKS NE TO NE  
COR S TO BEG  
027500



Mr. Matt Weiland  
Page Three

If you should have any questions, please do not hesitate to contact me at (651) 282-5992.

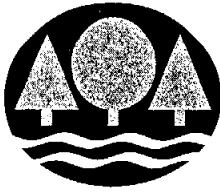
Sincerely,



Lynne Kolze  
Planner Principal  
Operations and Planning Section  
Metro District

LK:sjs

cc: James Johnston, Vice President, Lyman Development  
Don Perwein, MPCA, MD/RF  
Michael Findorff, MPCA, MD/CAP



# Minnesota Pollution Control Agency

---

March 21, 2001

Mr. Matt Weiland  
City of Hastings  
101 4th Street East  
Hastings, MN 55033-1944

RE: Century South Residential Development

Dear Mr. Weiland:

The draft Environmental Assessment Worksheet (EAW) for the Century South Residential Development project has been reviewed by Minnesota Pollution Control Agency (MPCA) staff. This comment letter addresses matters of concern to MPCA staff reviewing the EAW and is submitted for consideration by the city of Hastings, the responsible governmental unit, in deciding whether an Environmental Impact Statement (EIS) should be prepared on the project. It does not constitute approval by the MPCA of any or all elements of the project for the purpose of pending or future permit action(s) by the MPCA. We have attempted to identify and consult with interested program staff to identify the MPCA permits that may be required. Additional comments or requests for information maybe submitted in the future to address specific issues related to the development of such permit(s). Ultimately, it is the responsibility of the project proposer to secure any required permits and to comply with any requisite permit conditions.

## **Item 8. - Permits and Approvals Required**

Please note that the project will require a sewer extension permit from the MPCA. For more information, please contact Don Perwein at (651) 296-7762.

## **Item 11 - Fish, Wildlife and Ecologically Sensitive Resources**

This section should provide a thorough discussion of important natural resources in the area. In this case, the EAW should discuss the value and importance of the Vermillion River. This is a trout stream, an Outstanding Resource Value Water, and a river which should be given special consideration when estimating impacts from any kind of development. This section should provide an overall strategy for protecting the Vermillion River from any water quantity, water quality, or thermal impacts associated with this development.

## **Item 16. - Water Quality**

The EAW states that, "Upon completion of the project, all exposed surfaces will be permanently re-vegetated to minimize potential for future erosion." Please be aware that the MPCA's National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity (Permit) contains time frames for stabilization of exposed soil areas during construction as well as post - construction. Temporary seeding and mulching will be necessary for a project of this size.

Mr. Matt Weiland  
Page Two

The EAW also states that runoff from all impervious surfaces will be treated to National Urban Runoff Program "(NURP) standards" prior to discharge into waters of the State. The NPDES Permit contains requirements for sizing and settling velocities that the pond must achieve in order to be in compliance with the Permit. These requirements are not the same as "NURP standards" and need to be incorporated into the pond design.

Where exactly on the property will these ponds be built? The map does not show any indication that ponds have been included in the design of the subdivision.

#### **Item 17 - Water Quality/Runoff**

This development will result in the addition of 30 acres of new impervious surfaces in the area, all which will drain to the Vermillion River. It is important to ensure that the increased runoff will not alter the stream geomorphology or have any long-term adverse impacts to the stability of the flow regime of the Vermillion River. To that end, MPCA staff suggests that the project should not exceed pre-development rates of runoff for the 2, 10, and 100-year storm events. Currently, it appears that after the development is complete, the 100-year storm event discharge rate will increase from approximately 105 cubic feet per second (CFS) to approximately 118 CFS. This is an increase of over 10 percent and has the potential to adversely affect the Vermillion River. Increasing impervious surfaces by 30 acres also creates the potential for thermal impacts to the trout stream from warm-water discharges.

MPCA staff strongly suggests that infiltration basins (with at least 3 feet of separation to the groundwater table) be used to accept treated water from the wet-sedimentation basins. Infiltration basins will help to cool treated stormwater prior to its discharge to the river and also support the base flow of the river. In addition, placing the infiltration basins in-line after the wet-sedimentation basins will help to extend the life of the infiltration basins and ensure that the project meets the wet ponding requirements in the NPDES Permit. Please contact Mike Findorff at (651) 296-6798, for more information.

#### **Item 29 - Cumulative Impacts**

The conclusion that "there is no reason to believe an EIS is needed for this project" seems premature given that the public comment period has not yet closed.

Thank you for providing a draft EAW for our review. When completed, please provide us with a copy of the Findings of Fact and Response to Comments for this project.

Finding of Fact and Conclusions  
Century South Residential Development  
Environmental Assessment Worksheet

Introduction

- A. Purpose of EAW - The purpose of the EAW is to rapidly assess the environmental effects which may be associated with the proposed project which will then serve as an aid in determining whether or not an EIS (Environmental Impact Statement) is required for the project.
- B. Chronology of Events
- A. February 5th, 2001 - City Council approves the publication and distribution of the EAW.
  - B. February 19th, 2001 - Notice of EAW availability published in E.Q.B Monitor, beginning 30 day comment period.
  - C. February 20th, 2001 - EAW distributed to required agencies.
  - D. March 7th, 2000 - Notice of EAW availability published in the Hastings Star Gazette Newspaper.
  - E. April 2nd, 2001 - Expiration of 30 day comment period
  - F. April 16th, 2001 - City Council Decision on need for an E.I.S for the project
- C. Standard and Criteria for the Decision on the Need for an EIS - The standard for the decision is : Does the project have the “potential for significant environmental effects?” In answering the question the City must compare the impacts which may be reasonably expected to occur from the project with the following criteria:
- 1. *Type , extent, and reversibility of environmental effects*
  - 2. *Cumulative potential effects of related or anticipated future projects;*
  - 3. *The extent to which environmental effects are subject to mitigation by ongoing public regulatory authority; and*
  - 4. *The extent to which environmental effects can be anticipated and controlled as a result of other environmental studies undertaken by public agencies or the project proposer, or of EIS’s previously prepared.*

- D. Purpose of EIS if ordered - The purpose of the EIS is to provide information for governmental units, the proposers of the project, and other persons to evaluate proposed projects which have the potential for significant environmental effects, to consider alternatives to the proposed project, and to explore methods for reducing adverse environmental effects.

## **Findings of Fact**

### **Century South Residential Development**

#### **I. Project and Site Description**

- A. Project Name:** Century South Residential Development
- B. Proposer:** Lyman Development Co.
- C. Reason for EAW Preparation:** Mandatory EAW -4410.4300, subpart 19.C – Residential Development of >100 unattached units
- D. Project Location: County:** Dakota **City/Township:** The property is currently located in Marshan Township but it is in the process of annexation into City of Hastings proper.
- E. Description of Site:** Lyman Development Company proposes to develop 388 residential units, including 148 single family, and 240 multi-family homes (48 twin homes, 72 garden townhomes, and 120 villa homes) on 109.7 acres of land located in Marshan Township. This property is in the process of annexation into City of Hastings, consistent with the Hastings Comprehensive Plan. Additional project activities will include the construction of roads and utility services.
- F. Description of Project :** The Century South Residential Development is located adjacent to and surrounded on three sides by the south central portion of the City of Hastings. Lyman Development Co. is proposing to develop the site into 388 residential dwelling units, including: 148 single family homes, 48 twin homes, 72 garden townhomes, and 120 villa homes. This will be done in two phases, as follows:
- o Phase I: 167 total units, including 24 Twins, 28 Garden Townhomes, 56 Villa Townhomes, 59 Single Family Homes (one home already on property).
  - o Phase II: 221 new units (388 total units), including 24 Twins, 44 Garden Townhomes, 64 Villa Townhomes, and 92 Single Family Homes.

In addition to the dwelling units, the developer is also planning to build a common space area, park and trail area and public roadways. Access to the site is planned from the east on 36<sup>th</sup> Street Boulevard, from the west eventually from 36<sup>th</sup> Street Boulevard, from the north on 31<sup>st</sup> Street and a future stub street, and the south from another stub street.

There are no wetlands on the property (a Wetlands Determination Report is included in the Appendix of this EAW).

Prior to site grading, temporary sediment control structures will be installed, including sediment control fencing, ditch checks, and temporary sediment ponds, as necessary. Commencing with site disturbance, best Management Practices will be utilized to minimize erosion during construction. Upon completion of construction activities, permanent erosion and sediment control measures will be implemented in accordance with BMPs.

Site grading will be completed to achieve the desired drainage and provide adequate foundation support for proposed structures. Unsuitable organic soils will be incorporated into the site as topsoil or used in non-structural fill. Fill material acquired from the site or brought in from off-site will be used to develop a proper sub-base for the buildings, parking lots and drive lanes.

All utilities will be installed after grading and prior to the construction of the buildings, roads and parking areas. After completion of grading and site construction, unpaved surfaces will be revegetated with grasses, shrubs, and trees.

Grading is planned to begin in spring 2001. The first development phase includes 167 dwelling units, and is scheduled to occur from 2001 to 2002; the second phase includes 221 dwelling units and is scheduled from 2002-2003, depending on market conditions.

## II. Type, Extent, and Reversibility of Environmental Effects

### A. Project Magnitude Data

*Total project acreage:* 109.7 Acres

*Types of residential units:* Single family = 148 lots on 38.55 acres  
Twin homes = 48 dwelling units on 6.32 acres  
Garden townhomes: 72 dwelling units on 7.11 acres  
Villa homes: 120 dwelling units on 12.62 acres

Combined the 388 residential units will be situated on 64.6 acres while 45.1 acres will be allocated for parks, trails, outlots and roads.

### B. Land Use: Historically, the parcel has been used for agricultural purposes. Adjacent land uses include:

- o North: Residential (NE), Undeveloped Residential (NE) and Open Space (NW)
- o East: Auto dealership & Residential
- o South: Undeveloped agricultural land
- o West: Undeveloped – planned residential (SW) and Residential (NW)

Overall, the site is guided “Future Growth Area” according to the City of Hastings Comprehensive Land Use Plan. The developer has met with the Marshan



Township Board and was informed by the Board that annexation of this property into the City of Hastings was forthcoming because it complemented other Hastings developments to the north, west and east. Adjacent undeveloped property is also guided single-family residential, therefore ensuring compatibility of the proposed and future adjacent uses (property south is still planned as Township – Agricultural).

**C. Cover Types**

Cover Type	Before	After
Wetlands – Types 1-8	0	0
Wooded/Forest	5.2	3.5
Brush/Grassland	2.1	0.5
Cropland	96	0
Lawn/Landscaping	5.0	74.4
Impervious Surfaces	0.1	30.0
Other	1.3	1.3 (infiltration pond)
<b>TOTAL</b>	<b>109.7</b>	<b>109.7</b>

**D. Fish, Wildlife and Ecologically Sensitive Resources**

*a. Identify fish and wildlife resources and habitats on or near the site and how they would be affected by the project. Describe any measures to be taken to minimize or avoid impacts.*

The parcel is primarily cropland (88%) and wooded land (5%). A farmstead and a small amount of grassland habitat is also present. The existing cropland provides seasonal cover and food, but provides generally low quality year-round habitat. The Vermillion River is about 2000 feet from this property. This river is a protected waterway. The City has adopted shore land and stormwater ordinances to protect its water resources.

*b. Are any state-listed species, rare plant communities or other sensitive ecological resources on or near the site?*

There are eight known occurrences of rare species or natural communities in the area searched by the Minnesota Department of Natural Resources (MDNR). However, based on the nature and location of the proposed project, the MDNR does NOT believe it will affect any known occurrences of rare or sensitive ecological resources. The MDNR letter, dated 11-16-00, is located in the Appendix of this EAW.

**E. Physical Impacts on Water Resources: *Will the project involve the physical or hydrologic alteration, dredging, filling, stream diversion, outfall structure, diking,***

*and impoundment – of any surface waters such as a lake, pond, wetland, stream or drainage ditch?*

No. A Wetland Report is provided in the Appendix of this EAW.

- F. Water Use:** *Will the project involve installation or abandonment of any water wells, connection to or changes in any public water supply or appropriation of any ground or surface water (including dewatering)? If yes, as applicable, give location and purpose of any new wells; public supply affected, changes to be made, and water quantities to be used; the source, duration, quantity and purpose of any appropriations; and unique well numbers and DNR appropriation permit numbers, if known. Identify any existing and new wells on the site map. If there are no wells known on site, explain methodology used to determine.*

The project will require connection to the City of Hastings public water supply (DNR Water Appropriation Permit No. 756194). It is estimated that the development, when fully occupied, will use 135,800 gallons per day (388 dwelling units X 2.5 persons-per-household X 140 Gallons Per Day).

Dewatering is not anticipated for this project. However, if dewatering is necessary, and will not exceed 50 million gallons in total and one year in duration, the project proposer will apply to the DNR for coverage under DNR General Permit 97-0005 for Temporary Water Appropriations. Discharges from temporary dewatering activities will be routed to on-site stormwater ponds.

- G. Water Related Land Use Management District:** *Does any part of the project involve a shoreland zoning district, a delineated 100-year flood plain, or a state or federally designated wild or scenic river land use district? If yes, identify the district and discuss project compatibility with district land use restrictions.*

No. The Vermillion River is approximately one-quarter mile to the north of the property. Although the floodway of the river does not extend to the site, the flood fringe, or area where water could back up during flood events, does extend along the west side of the site. This flood fringe may encroach on 16,000 square feet of the southwest corner of the property. Following the 800-foot contour line, the flood fringe encroaches on 3,600 square feet of proposed development land (Proposed Lot 19, Block 5). This lot will not be developed unless it can be graded to at least two feet above the flood fringe. Compensatory flood storage volume will be provided if grading encroaches in to the flood fringe area on this lot.

- H. Water Surface Use:** *Will the project change the number or type of watercraft on any water body?*

No.

**I. Erosion & Sedimentation:** *Give the acreage to be graded or excavated and the cubic yards of soil to be moved:*

Acres graded or excavated: +/- 100

Cubic yards: +/- 200,000 to 400,000 CY

*Describe any steep slopes or highly erodible soils and identify them on the site map. Describe any erosion and sedimentation control measures to be used during and after project construction.*

Most of the property is 0-1% slope (411A Waukegan silt loam), which has a slight to moderate risk of erosion. The maximum existing slopes on the site (1-6% for 411B Waukegan silt loam) are located along the northwestern portion of the property. According to the Dakota County Soil Survey, this area has a moderate risk of soil erosion.

Erosion and sediment control practices will comply with those prescribed as "Best Management Practices" by the Minnesota Pollution Control Agency (MPCA) and will satisfy requirements for a general storm water permit. This will include the design and implementation of temporary and permanent erosion control plans required by the NPDES permit conditions.

Upon completion of the project, all exposed surfaces will be permanently revegetated to minimize potential for future erosion. Runoff from all impervious surfaces will be treated to NURP standards prior to discharge into waters of the State and the U.S.

**J. Water Quality/Runoff**

- a. Compare the quantity and quality of site runoff before and after the project. Describe permanent controls to manage or treat runoff. Describe any stormwater pollution prevention plans.*

The existing runoff from the site drains into a ravine located in the Southeast Vermillion River Subwatershed. The existing 100-year runoff rate for the entire site is approximately 105 CFS. A 2.5-inch rainfall produces approximately 4.16 acre-feet of runoff from the existing site.

The proposed project will increase the runoff volume due to the addition of impervious surface associated with the development. A 2.5-inch rainfall will produce approximately 4.83 acre-feet of runoff from the entire site. Per the requirements of the Hastings storm water management ordinance, on-site ponding is proposed for full NURP treatment.

Based on the preliminary drainage plan, a 100-year storm event for the entire site will produce approximately 118 CFS. Per the City's recommendation, overflow from the proposed ponds will be directed to the trunk drainage swale to a location immediately west of the property.

- b. *Identify routes and receiving water bodies for runoff from the site; include major downstream water bodies as well as the immediate receiving waters. Estimate the impact of the runoff on the quality of receiving waters.*

The trunk drainage swale west of the property discharges into the Vermillion River. The outlet for the pond draining to the swale will be designed with an energy dissipater to alleviate erosion concerns.

#### **K. Water/Wastewater Quality**

- a. *Describe sources, composition and quantities of all sanitary & industrial wastewater produced or treated on the site.*

Only domestic sewage is expected to be generated at the site. The estimated maximum potential daily wastewater flow volume from the site is 110,580 gallons. This estimate is calculated by multiplying 388 dwelling units X 2.5 persons-per-unit X 114 Gallons Per Day (114 GPD is the average used by the City of Hastings, Utilities Department).

- b. *Describe waste treatment methods or pollution prevention efforts and give estimates of composition after treatment. Identify receiving waters, including major downstream water bodies, and estimate the discharge impact on the quality of receiving waters. If the project involves on-site sewage systems, discuss the suitability of site conditions for such systems.*

No wastewater treatment or pre-treatment methods will be utilized at this facility.

- c. *If wastes will be discharged into a publicly owned treatment facility, identify the facility, describe any pretreatment provisions and discuss the facility's ability to handle the volume and composition of wastes, identifying any improvements necessary.*

All sewage will discharge into the City of Hastings sanitary sewer system and be treated at the City's municipal wastewater treatment facility (NPDS Permit #0029629). The Hastings' wastewater treatment facility has a design volume of 2.9M gallons per day and currently handles 1.75M gallons per day. The amount of sewage generated by the project (110,580 GPD) is within the treatment facility's existing capacity and the planned capacity for the site.

- d. *If the project required disposal of liquid animal manure, describe disposal technique and location and discuss capacity to handle the volume and composition of manure. Identify any improvements necessary. Describe any required setbacks for land disposal systems.*

Not applicable. No liquid animal manure will be produced on site.

**L. Geologic Hazards and Soil Conditions**

- a. *Approximate depth (in feet) to ground water: 100' Depth to bedrock: 225'*

*Describe any of the following geologic site hazards to ground water and also identify them on the site map: sinkholes, shallow limestone formations or karst conditions. Describe measures to avoid or minimize environmental problems due to any of these hazards.*

No geologic site hazards are known or can be reasonably anticipated to occur. The appendix includes a Geotechnical Evaluation of the property, conducted by Braun Intertec, August 2, 2000.

- b. *Describe the soils on the site, giving NRCS (SCS) classifications, if known. Discuss soil granularity and potential for groundwater contamination from wastes or chemicals spread or spilled onto the soils. Discuss any mitigation measures to prevent such contamination.*

The soil survey of Dakota County identified parts of seven different soil mapping units on the site. The predominant soils mapped on the site include: Wadena loam – 39A (0 to 2% slopes), Waukegan silt loam – 411A (0 to 1% slopes), and Waukegan silt loam – 411B (1 to 6% slopes). Minor soils include Hubbard loamy sand – 7D (12 to 18% slopes), Estherville sandy loam – 41B (2 to 6% slopes), Wadena loam – 39B (2 to 6% slopes), and Kennebec silt loam - 250. These soils developed on glacial outwash and have sandy to gravelly subsoils. All of these soils are medium textured, which have high permeability and a low capacity to absorb and hold potential contaminants.

*The Dakota County Geologic Atlas: Sensitivity of Ground-Water System to Pollution Map* identifies the site as having a high susceptibility for groundwater contamination. The rock and sediment overlying the Prairie du Chien – Jordan aquifer at the site would be less effective in limiting the rate and extent that a potential contaminant could affect the ground water resource. The rating for this site is based on the estimated travel time for water-soluble, geologically inert contaminants released at the surface to reach the aquifer. High susceptibility does not necessarily indicate that water quality has been, or will become degraded.

**M. Solid Wastes, Hazardous Wastes, Storage Tanks**

a. *Waste composition and hazardous waste minimization plan.*

No hazardous wastes, solid animal manure, sludge, or ash will be generated during and following construction of the residential units. Once completed and the units are occupied, it is expected that typical residential municipal solid waste (MSW) will be generated on site. Based on a recent solid waste composition study\*, residential composition is estimated in the Twin Cities regional area as:

<u>Waste Type</u>	<u>Percentage*</u>
Paper	31.8%
Plastic	9.5%
Metals	3.9%
Glass	2.5%
Organic Materials	26.4%
Problem Materials	2.3%
Hazardous Wastes/(HHW)	0.4%
Other Waste	23.1%

\*Source: Statewide MSW Composition Study, March 2000  
Solid Waste Management Coordinating Board, Minnesota Pollution Control Agency (MPCA), & Minnesota Office of Environmental Assistance

b. *Identify any toxic or hazardous materials to be used or present at the site.*

Based on the report cited above, the average residential dwelling unit generates between 1,208 and 1,327 pounds of MSW per year. Combining the quantity estimates with the estimated percentage of 0.4% for HHW, each residential generates approximately five (5) pounds per year of household hazardous waste. This amounts to less than one ton (1,925 pounds) per year for the 385 dwelling units. Residents will be provided the opportunity to participate in both the City's and County's hazardous waste drop-off programs.

c. *Indicate the number, location, size and use of any above or below ground tanks to store petroleum products or other material, except water.*

No above or below ground tanks will be used on the property to store petroleum products or other material, besides water.

d. *Indicate the number, location, size and use of any above or below ground tanks to store petroleum products or other materials, except water. Describe any emergency response containment plans.*

No storage tanks are proposed with this project.

**N. Traffic**

A Traffic Study for this project was prepared by Benshoof & Associates on December 13, 2000. This Study is included in the Appendix of this EAW.

- **Vehicle-related Air Emissions:** *Estimate the effect of the project's traffic generation on air quality, including carbon monoxide levels. Discuss the effect of traffic improvements or other mitigation measures on air quality impacts.*

The increased traffic will generate a corresponding increase in carbon monoxide levels and other vehicle-related air emissions. The proposed development does not exceed thresholds for an Indirect Source Permit and is therefore assumed to have low potential for degrading air quality. No measures to mitigate air quality impacts are proposed.

- **Stationary Source Air Emissions:** *Describe the type, sources, quantities and compositions of any emissions from stationary sources of air emissions such as boilers, exhaust stacks or fugitive dust sources.*

No stationary source air emissions are anticipated beyond residential heating systems exhaust. No hazardous pollutants or ozone-depleting chemicals are expected to be released from this development.

**O. Odors, Noise and Dust:** *Will the project generate odors, noise or dust during construction or during operation? Yes*  
*If yes, describe sources, characteristics, duration, quantities or intensity and any proposed measures to mitigate adverse impacts.*

No sensitive receptors are known to occur in the immediate vicinity. The project will produce noise, exhaust emissions, and dust typical of construction projects. The dust will be limited by the use of watering and other best management practices. The construction noise will be limited to daylight hours, and because adjacent land use is minimal other than through-traffic, construction noise is expected to have minimal adverse impact on adjacent properties.

Following completion of construction, operational noise, dust and odors will result from automobile traffic typical of residential home dwellings.

**P. Nearby Resources.** *Are any of the following resources on or in proximity to the site?*

*Archaeological, historical or architectural resources?*

No. See attached letter from MN Historic Society.

*Prime or unique farmlands or land within an agricultural preserve?*

Yes. According to NRCS, all mapped soils with less than six percent slopes are considered Prime Farmland soils. Because the entire site is planned for development, there are no feasible opportunities to minimize impacts to these farmland soils.

*Designated parks, recreation areas or trails?*

No.

*Scenic views and vistas?*

No.

*Other unique resources?*

No.

**Q. Visual Impacts.** *Will the project create adverse visual impacts during construction or operation?*

No.

**R. Compatibility with Plans and Land Use Regulations**

The site has been guided and planned by the City of Hastings 2020 Comprehensive Land Use Plan, February 10, 2000 DRAFT. It is specifically noted as a future property for annexation consideration by both the City of Hastings and Marshan Township. The project is consistent with all aspects of the comprehensive plan, including transportation, water, sewer and land use.

This proposed development conforms with the City's Growth Management Strategies. The site is unique with respect to its adjacency on 3 sides to city boundaries & its proximity to city services. The City of Hastings Comprehensive Plan anticipates the 36<sup>th</sup> Street connection through this property as a critical transportation connection to the west of the proposed property (See Figure 1 in Appendix).

**S. Impact on Infrastructure and Public Services:** *Will new or expanded utilities, roads, other infrastructure or public services be required to serve the project?*

Both water and wastewater services will be expanded by approximately 100,000 gallons per day, significantly below the capacity available at the City of Hastings.



The major road addition to this project is the addition of 36<sup>th</sup> Street, a residential thoroughfare that is planned to connect the Riverwood, 7<sup>th</sup> Addition residential development to the west with State Trunk Highway 61 to the east.

**T. Cumulative Impacts:** *Minnesota Rule part 4410.1700, subpart 7, item B requires that the RGU consider the “cumulative potential effects of related or anticipated future projects” when determining the need for any environmental impact statement. Identify any past, present or reasonably foreseeable future projects that may interact with the project described in this EAW in such a way as to cause cumulative impacts. Describe the nature of the cumulative impacts and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to cumulative impacts (or discuss each cumulative impact under appropriate item(s) elsewhere on this form).*

The majority of this site, as well as the rest of the open land surrounding the City of Hastings, is classified as prime farmland. Future growth of the city will occur on prime farmland. The City of Hastings has included this site in the “Future Growth Area” in their Comprehensive Land Use Plan.

The addition of 36<sup>th</sup> Street will serve as a linking road between the Riverwood, 7<sup>th</sup> Addition residential development – just west of this property – and State Trunk Highway 61. This transportation asset has also been planned for in the Hastings Land Use Plan.

**U. Other Potential Environmental Impacts:** *If the project may cause any adverse environmental impacts not addressed by items 1 to 28, identify and discuss them here, along with any proposed mitigation.*

None are known or are anticipated to occur during this development.

### **III. Extent to which the Environmental Affects are Subject to Mitigation By Ongoing Public Regulatory Authorities**

The following permits will be applied for during the course of this project:

<u>Unit of Government</u>	<u>Type of Application</u>
Minnesota Pollution Control Agency	Sewer extension permit
Minnesota Pollution Control Agency	NPDES Storm Water Permit
Metropolitan Council	MUSA Expansion
Met Council/City of Hastings	Comp Plan Amendment
MnDOT	Street Connection @ 36 <sup>th</sup> St.
City of Hastings	Annexation Agreement

City of Hastings  
City of Hastings  
City of Hastings  
City of Hastings  
City of Hastings  
City of Hastings  
Marshan Township

Preliminary/Final Plat  
Rezoning Permit  
Grading Permit  
Site Plan Approval  
Building Permit  
Utility Connection Permit  
Annexation

### **SUMMARY OF ISSUES:**

#### **V. Summary of Issues**

This project is consistent with City growth management strategies, including infrastructure capacity and comprehensive land use plans. These issues were discussed in this EAW and additional details are provided in the following appendices:

- Wetlands Determination Report – MFRA, July 13, 2000
- Natural Heritage Findings Report – MDNR, November 16, 2000
- Geotechnical Evaluation Report – Braun Intertec, August 2, 2000
- Traffic Study – Benshoof & Associates, December 13, 2000
- Historic or Archaeological Findings – MN Historic Society, November 8, 2000

#### **Conclusion**

The majority of this property was recently farmed. The small amount of natural area on this property is being dedicated to the City to be protected as green space. The City has worked with the Developer to address water quality issues and will require a high level of storm water treatment.

Based on the information developed during the preparation of the EAW and the correspondence received during the EAW comment period, it is felt that although there are various concerns associated with the development, it would appear that the preparation of an EIS is not warranted. The environmental issues and concerns raised through the EAW process can be addressed as part of the local permitting process for the residential development.

#### **Recommendation**

It is recommended that the City Council of the City of Hastings pass a resolution adopting findings of fact and conclusions contained herein and determine that an Environmental Impact Statement is not required to be completed for the Century South Residential Development.

# Memo

**To:** Mayor Werner and City Council  
**From:** Matthew Weiland, City Planner  
**Date:** April 12, 2001  
**Subject:** Riverdale Access Agreement

The Physical Development Committee of the Dakota County Board recently recommended that Dakota County enter into an agreement with the City of Hastings to acquire a street easement for the Riverdale project. The acquisition of this street easement may include condemnation, if the easement can not be purchased. This recommendation will be submitted to the Dakota County Board on April 17<sup>th</sup>, 2001 as a consent item.

## **Background Information**

The main reason for this action is to provide a safer access to the Riverdale project which meets Dakota County access spacing guidelines for County roads. The two proposed accesses for the Riverdale project do not meet Dakota County spacing guidelines. A valiance would be required for either of these accesses to be permitted. The Dakota County plat commission and the Physical Development Committee of the Dakota County Board recommended denial of variances for these two accesses. The staff report to the Physical Development Committee of the Dakota County Board regarding this action is attached to this memo. The City will require the Developer to reimburse the City for any costs associated with the acquisition of this easement. This will be agreed to in the Development agreement for the Riverdale project. The Developer is aware of this condition and is prepared to pay any costs associated with the acquisition of this easement.

## **Riverdale Project Time line**

**Planning Commission Meeting 4/23/01 - Final Plat approval**  
**City Council Meeting 5/7/01 - Final Plat Approval**  
**City Council Meeting 5/21/01 - Development Agreement Approval**

## **Recommendation:**

**Motion to enter into an agreement with Dakota County to acquire access easements for the Riverdale (Mattson Property) project**

## DAKOTA COUNTY PHYSICAL DEVELOPMENT COMMITTEE

## REQUEST FOR COMMITTEE REVIEW

**6.5 - Denial Of Variance Request And Authorization To Enter Into Agreement To Acquire Street Easement And Right Of Access In The City Of Hastings On CSAH 42**

Meeting Date: 4/10/01  
 Item Type: Regular-Action  
 Division: PHYSICAL DEVELOPMENT  
 Department: Transportation And Survey & Land Information  
 Contact: Gary Stevenson Telephone: 952-891-7088  
 Prepared by: Gary Stevenson  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

- None  
 Amount included in current budget  
 Budget amendment requested  
 FTE included in current complement  
 New FTE(s) requested-N/A  
 Other

**PURPOSE/ACTION REQUESTED**

- Denial of variance request from the City of Hastings for access spacing on County State Aid Highway 42 for proposed plat of RIVERDALE.
- Authorize the Transportation Department to enter into an agreement with the City of Hastings to acquire, by purchase or possible condemnation, a street easement and the right of access for the proposed plat of RIVERDALE.

**SUMMARY**

**Subject Plat:** The preliminary plat of RIVERDALE located in the City of Hastings was reviewed by the Plat Commission on September 25, 2000, March 5, 2001, and March 26, 2001 (see Attachment A - map). This plat must access CSAH 42 and therefore is subject to the Dakota County Contiguous Plat Ordinance. This ordinance allows the County to protect the safe and efficient movement of people through the County.

**Proposed Access:** The RIVERDALE plat has two legal accesses on CSAH 42. However, these accesses do not meet the County's Access Spacing Guidelines because of the numerous driveways along the north side of CSAH 42 and the two city streets, Monroe Street and Madison Street, on the south side of CSAH 42.

**Traffic Safety Issues:** The legal westerly access is located on dedicated public right of way in the plat of LITTLE'S RIVERDALE, filed in 1956. This dedicated right of way is 350 feet west of the intersection of Monroe Street. The legal easterly access is located 250 feet east of Madison Street. Neither of these streets has ever been built. These short street offsets are a safety concern considering the expected turning movements, limited sight distances, intersection skews, poor landing areas, and inadequate distances to develop turn or by-pass lanes.

**Access Alternatives:** The preferred access location is on property under different ownership (Avent's) than the developer and is located in Nininger Township (see Attachment A). The City and developer have not been able to reach an agreement to purchase the property needed to build the preferred access. Several other options were discussed but found not feasible.

**Variance Request:** The City has requested a variance from the County's Access Spacing Guidelines to allow a street to be built at one of the two legal locations. City staff stated that they supported the easterly access, since the physical characteristics allowed a better landing area intersection to be built.

**Plat Commission Recommendations:** The Plat Commission feels it is not in the best interest of the public to allow accesses to be built at either legal access point. The Plat Commission recommends denial of the requested variance.

Rather than allow the construction of unsafe access that may have to be relocated in the future, the Plat Commission recommends the Transportation Department pursue a cooperative arrangement with the City of Hastings that pursues purchase, including possible condemnation, of the right of access to the two existing legal locations and acquires adequate easements to construct a public street to the west of the property at a location that aligns opposite the private driveway on the south side of CSAH 42 to the Conzemius property, approximately 630 feet west of Monroe Street.

**EXPLANATION OF FISCAL/FTE IMPACT -**

The estimated cost of this acquisition is \$15,000. The actual expense will be reimbursed for by the City of Hastings by an agreement. No external costs will be borne by the County.

Supporting Documents:  
Attachment A - Map

Previous Board Action(s):  
-  
-  
-  
-

**RESOLUTION**

**Denial Of Variance Request And Authorization To Enter into Agreement To Acquire Street Easement And Right Of Access In The City Of Hastings On CSAH 42**

WHEREAS, the preliminary plat of RIVERDALE located in the City of Hastings was reviewed by the Plat Commission on September 25, 2000, March 5, 2001, and March 26, 2001; and

WHEREAS, this plat must access CSAH 42 and therefore is subject to the Dakota County Contiguous Plat Ordinance; and

WHEREAS, the RIVERDALE plat has two legal accesses on CSAH 42 and these accesses do not meet the County's Access Spacing Guidelines; and

WHEREAS, the preferred access location is on property under different ownership than the developer and is located in Nininger Township; and

WHEREAS, the City and developer have not been able to reach an agreement to purchase the property needed to build the preferred access, and

WHEREAS, no other feasible options exist; and

WHEREAS, the City has requested a variance from the County's Access Spacing Guidelines to allow a street to be built at one of the two legal locations; and

WHEREAS, the Plat Commission recommends denial of the requested variance; and

WHEREAS, the Plat Commission recommends that the Transportation Department pursue a cooperative arrangement with the City of Hastings that pursues purchase, including possible condemnation, of the right of access to the two existing legal locations and acquires adequate easements to construct a public street to the west of the property at a location which aligns opposite the private driveway on the south side of CSAH 42 to the Conzemius property, approximately 630 feet west of Monroe Street; and

WHEREAS, this action will protect public safety and efficient movement of people on CSAH 42.

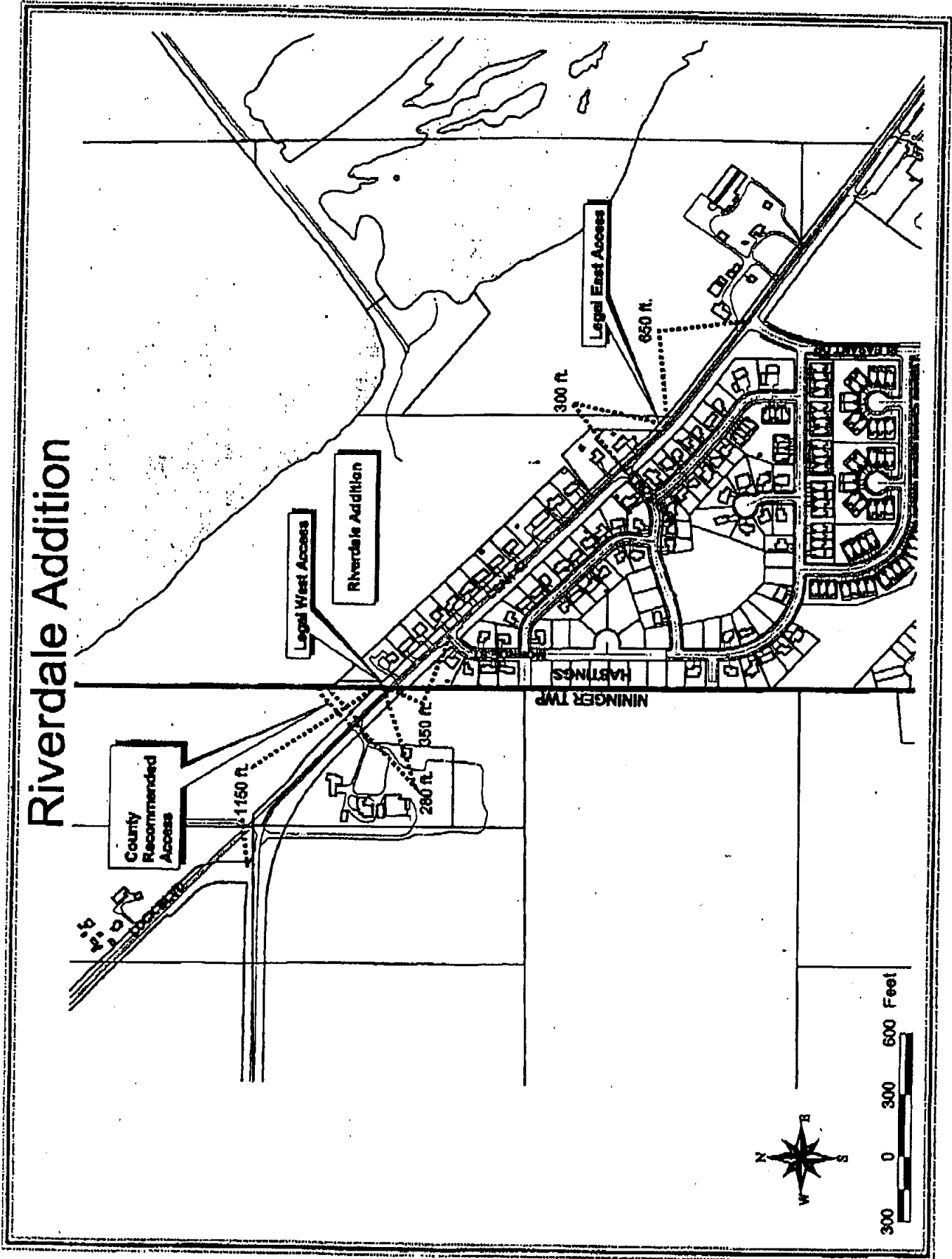
NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby denies the variance request by the City of Hastings for the RIVERDALE plat; and

BE IT FURTHER RESOLVED, That the Transportation Department is hereby authorized to enter into an agreement with the City of Hastings to acquire access and easements needed to provide safe access to CSAH 42 for the RIVERDALE plat with the understanding there will be no cost to Dakota County, subject to approval by the County Attorney's Office as to form and execution; and

BE IT FURTHER RESOLVED, That the County Attorney is hereby authorized to pursue "quick take" condemnation action as needed on properties not secured through direct negotiations.

<p><b>Administrator's Comments:</b></p> <p><input checked="" type="checkbox"/> Recommend Action</p> <p><input type="checkbox"/> Do Not Recommend Action</p> <p><input type="checkbox"/> Reviewed-No Recommendation</p> <p><input type="checkbox"/> Reviewed-Information Only</p> <p><input checked="" type="checkbox"/> Submitted at Commissioner Request</p> <p><i>[Signature]</i> County Administrator</p>	<p><b>Reviewed by (if required):</b></p> <p><input checked="" type="checkbox"/> County Attorney's Office</p> <p><input checked="" type="checkbox"/> Financial Services</p> <p><input checked="" type="checkbox"/> Risk Management</p> <p><input type="checkbox"/> Employee Relations</p> <p><input type="checkbox"/> Information Technology</p>
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# Riverdale Addition



000049

# Memo

**To:** Mayor Werner and City Council  
**From:** Matthew Weiland, City Planner  
**Date:** April 12, 2001  
**Subject:** Street Sweeping and Reinspection Fees

The new Builder/Developer Ordinances being proposed include references to fees to be determined by the City Council. These fees include street sweeping fees and reinspection fees. These fees will be evaluated annually and adjusted according to associated costs. These fees are necessary in order to implement and enforce the new builder/developer ordinances

## **Background Information**

**Street Sweeping-** The City has had many recent problems with dirty streets. This is bad for the streets, the storm sewers, and homeowners in the area. It is the hope of City staff that the erosion controls being proposed will eliminate most of this problem. City staff is also proposing to start performing street inspections in active development projects twice a week and would immediately order street sweeping if required. The City would send out street crews the next day to do the street sweeping. The fee for the street sweeping would be charged to the builders of individual properties determined to have caused the problem. This will be documented with photographs, The City would withhold the issuance of certificate of occupancies for properties, until all street sweeping fees are paid.

The proposed street sweeping fee would be \$85.00/ hour per operator/equipment. There would be a minimum charge of one hour.

**Reinspection Fees** - Any building site that fails erosion control inspections, top of block survey inspections, final grad survey inspections, or trash and debris inspections, will be charged a reinspection fee. This fee must be paid before any further building inspections will be performed.

The Building Code the City adopted currently establishes a reinspection fee of \$47.00/ reinspection.

## **Recommendation:**

**Motion to approve a resolution establishing street sweeping fees and reinspection fees.**

**HASTINGS CITY COUNCIL**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS  
ESTABLISHING A FEE SCHEDULE FOR STREET SWEEPING FEES AND BUILDING  
REINSPECTION FEES**

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

WHEREAS, the City of Hastings has adopted ordinances pertaining to street sweeping enforcement and reinspections for building development

WHEREAS, the City of Hastings incurs a cost to perform street sweeping and reinspections associated with building development and the City has determined these costs shall be paid by the builders in these developments

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

1. Street sweeping fees are established at \$85.00/ hour per operator/equipment. There would be a minimum charge of one hour.
2. Reinspection fees are established at \$47.00/ reinspection. Reinspections shall be charged for building related reinspections, erosion control reinspections, top of block survey reinspections, final grade survey reinspections, and trash and debris reinspections.



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

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Michael D. Werner, Mayor

\_\_\_\_\_  
Melanie Mesko  
Administrative Assistant/City Clerk

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 16th day of April, 2001, as disclosed by the records of the City of Hastings on file and of record in the office.

\_\_\_\_\_  
Melanie Mesko  
Administrative Assistant/City Clerk

( SEAL )

This instrument drafted by:  
City of Hastings  
101 4th ST.  
Hastings, MN 55033

## MEMORANDUM

TO: Mayor Werner and City Councilmembers  
FROM: Melanie Mesko, Administrative Assistant/City Clerk  
DATE: April 11, 2001  
RE: Employment of Relatives Policy

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Council Action Requested:

Approval of the attached amendments to Section 3.10: Employment of Relatives Policy in the City's Personnel Policy.

Background Information:

This policy has been changed to remove the complete prohibition of hiring any immediate family members of current City employees. The Administrative Committee reviewed this policy at a meeting on Monday, April 9 and recommended the following changes:

- Removal of the complete prohibition of the hiring of any immediate relative of a current City employee;
- Add a prohibition from an employee from holding a position where he/she would be a subordinate of or have the authority to appoint, supervise, evaluate, or discipline a position an immediate family member holds.

This is a City-wide policy that would be applicable to all departments.

In addition, for your information, attached you will find Section 3.20, Employee Selection & Background Checks. This policy was adopted to provide an outline of the hiring process the City uses to determine the most qualified candidate for each position. The City is committed to hiring the best-qualified person, and uses a variety of objective tools to accomplish that goal, including but not limited to outside objective skills testing, objective review of applications and supplemental information, and oral interview panels made up of outside personnel proficient in the area of the particular position being considered. The City also abides by all state and federal selection laws to ensure a fair and complete procedure.

If you have any questions, please do not hesitate to contact me immediately.

**Policy:**

**EMPLOYMENT OF RELATIVES**

**Section 3.10**

**Approved by:**

**City Council**

**Effective Date:**

**1997**

**Page 1 of 1**

**Policy**

~~Whenever possible, with due regard for job relevant qualifications, merit, and fitness the City will avoid the appointment of any member of the immediate family of any employee. The City of Hastings selects the best qualified person for each available position from among applicants who have proper qualifications.~~

**Immediate Family  
Member Defined**

An immediate family member is defined as the following relatives of either the employee, the employee's spouse, the elected or appointed official, or the elected or appointed official's spouse:

- Mother or Father
- Brother or Sister
- Child
- Grandchild
- Grandparent
- Aunt or Uncle
- Niece or Nephew
- Stepparents and/or Legal Guardians
- Stepchild

**Marital Status**

This policy does not apply to marital status, as protected under the Minnesota Human Rights Act. Employment of the spouse of an employee, or elected or appointed official is not prohibited. However, the spouse of any employee, appointed or elected official, will not be appointed as a City employee if the other spouse has the authority to appoint, supervise, evaluate, or discipline the position, or if the position is classified as confidential

**Restrictions**

~~If any immediate family member is appointed to a position, they will not be assigned to the same department in which another immediate family member works. The immediate family member of any employee, appointed, or elected official, will not be appointed or promoted as a City employee if the employee or prospective employee's immediate family member is a subordinate or has the authority to appoint, supervise, evaluate, or discipline the position being applied for, or if the position is classified as confidential.~~

<b>Policy:</b>	<b>EMPLOYEE SELECTION &amp; BACKGROUND CHECKS</b>	<b>Section: 3.20</b>
<b>Approved by:</b>	<b>City Council</b>	<b>Page 1 of 3</b>
<b>Effective Date:</b>	<b>January 4, 2000</b>	

**Policy**

The City of Hastings selects the best qualified person for each available position from among applicants who have proper qualifications. The City bases evaluation of qualifications solely on job-related criteria. In no case is selection based on EEOC-defined protected classes, or any other factor not related to the duties and responsibilities of the position.

**Selection**

The City Administrator or designee manages the selection process to assure compliance with state and federal laws, as well as City of Hastings practices. This process includes reviewing and approving application forms, approving training and experience rating forms, reviewing interview questions, written exercises and any other selection procedure (s) prior to being used. The City Administrator or designee will meet with the appropriate supervisor(s) to determine the best selection process to fill open positions.

Examples of selection procedures include, but are not limited to:

1. An evaluation of knowledge, skills and abilities attached to the Application for Employment and any addendum, resume or other submitted material;
2. Structured interviews;
3. Written responses to questions;
4. Written "in-basket" exams;
5. Role plays and/or presentations;
6. Physical ability examinations;
7. Reference checks and discussion with former employers;
8. Managerial profiles;
9. Medical exams, drivers license checks, background checks and criminal history.

**Seasonal Appointments**

Seasonal appointments may be made by the City Administrator, or designee. Supervisors for seasonal employees are responsible for forwarding hiring information and paperwork to the Administrative Assistant/City Clerk or designee for personnel files.

### 3.20 Employee Selection & Background Checks

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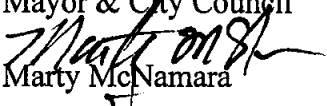
Page 2 of 3

<b>Police Department</b>	Police department personnel should refer to applicable Civil Service Commission hiring procedures.
<b>Review Status/Regular Appointments</b>	All non-department head review status and regular appointments to municipal service shall be confirmed by the City Administrator.
<b>False Information</b>	Any applicant who gives false or misleading information on an application form, cheats on an examination, or falsifies a statement, certificate or evaluation will not be considered for employment. Fraud or attempts to commit fraud which would preclude the City from impartially executing the provisions of this Handbook will be cause for the City to refuse to hire an applicant.
<b>Reference Checks</b>	<p>The City conducts reference checks prior to making a job offer for all regular employees. This may include inquiries into all statements contained on the application for employment or made during the selection process, including, but not limited to:</p> <ol style="list-style-type: none"><li>1. Contacting former employers for information concerning employment, ability, experience and behavior on the job.</li><li>2. Obtaining records maintained by an educational institution relating to academic performance such as transcripts.</li></ol>
<b>Background Checks</b>	The City conducts background checks at the finalist stage or after a conditional job offer has been made for any regular position. This may involve a computerized history check through the State of Minnesota or Dakota County to insure there are no relevant criminal convictions, and a driver's license check to insure that the applicant has a valid driver's license and the status of their driving record (if applicable). If something in the applicant's background makes them ineligible for employment, the City may withdraw the job offer at that time. Background checks are conducted by the City Administrator or designee.
<b>Physical Examinations</b>	All new regular employees are required to have a physical examination by a licensed physician approved by the City. Such examinations shall include an evaluation of the applicant's general fitness for the position. The cost of the examination will be paid by the City and a report will be made to the City. This physical examination will be completed anytime within the six (6) month review period.

- Employment of Relatives** See Section 3.10 for information on the employment of relatives.
- Selection Decision** The City will make the final hiring decision based on qualifications, abilities, experience and City of Hastings needs.
- Veteran's Preference** The City will comply with veteran's preference requirements, as outlined in Minnesota Statutes 43A.11 and 197.447, in its selection procedures.
- Personnel Action Sheet** An approved employment decision is submitted to the Administrative Assistant/City Clerk on a Personnel Action Sheet (PAS), signed by the appropriate department head and City Administrator. The PAS provides the Administrative Assistant/City Clerk with authority to enroll the new employee in benefit programs, and provides the Finance Department with authority to issue paychecks.
- Contacting Unsuccessful Candidates** The City will attempt to notify every applicant when an employment decision is made.
- Equal Employment** All selection procedures will comply with the City's policy on Equal Employment Opportunity. See Section 3.01 for further information on the City's EEO policy.

*Repeals: Section 11- Appointment Procedure & Section 13- Physical Examinations*

**MEMO**

**TO:** Mayor & City Council  
**FROM:**   
Marty McNamara  
**SUBJECT:** Joint Maintenance Facility  
**DATE:** April 12, 2001

Staff is requesting the Council to approve plans and specifications for the proposed Joint Maintenance Facility for the Parks Department and School District 200 Grounds Department. With the approval of the plans and specifications, advertisements will be placed to solicit bids. The bids will be opened on Tuesday May 15<sup>th</sup>, 2001 with Council awarding a contract on Monday May 21<sup>st</sup>, 2001.

If Council would like to review the plans and specifications please feel free to call me at 480-2344.

## MEMORANDUM

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dave Osberg, City Administrator  
**DATE:** April 12, 2001  
**SUBJECT:** Resolution Authorizing the Sale of Not to Exceed \$2,535,000 Bonds to Construct a Parks Maintenance Garage

**RECOMMENDED CITY COUNCIL ACTION**

It is recommended that the City Council take action approving the attached Resolution Authorizing the Sale of Not to Exceed \$2,535,000 Bonds to Construct a Parks Maintenance Garage.

**BACKGROUND**

The City Council will be asked to take action earlier on the agenda to approve the receipt of bids for the Parks Maintenance Garage. Bids will be received on May 15, 2001, with the contract scheduled for award at the May 21 City Council meeting. The projected construction costs, including engineering and contingency is projected at \$2,400,000. The space will be shared with the School District, and they will share in the cost of the project, with a proposed split of 55% (City) 45% (School.)

Financing costs will also need to be included in the sale of the bonds. I have attached a copy of the various spread sheets prepared by the City's financial advisor, Springsted, outlining the options associated with a 10 year, 15 year or 20 year bond. The decision on the bond term will be made in consultation with the City, School District and Springsted, and brought before the City Council for approval at the time of the bond sale authorization.

The action before the City Council essentially begins the process of selling the bonds, sets the maximum amount, and identifies the provision in the City Charter that authorizes such a sale, and the steps that would need to be taken in the event a referendum is requested. Notice of the Resolution will be published on April 19 and April 26. After a 10 day waiting period, the deadline for submittal of a petition would come prior to the bid date and contract award date. The Resolution before you on Monday April 16, 2001 will require 6 of 7 members voting in favor.



David M. Osberg  
City Administrator



## **CITY OF HASTINGS**

### **Resolution #**

### **RESOLUTION AUTHORIZING THE SALE OF NOT TO EXCEED \$2,535,00 BONDS TO CONSTRUCT A PARKS MAINTENANCE GARAGE**

**WHEREAS**, The City Council of the City of Hastings has taken action authorizing the receipt of bids for the construction of a Parks Maintenance Garage; and

**WHEREAS**, A Bid Opening for the Parks Maintenance Garage is scheduled for May 15, 2001; and

**WHEREAS**, At City Council Meeting conducted on April 16<sup>th</sup>, 2001 the Engineering and Architectural Consultant hired by the City of Hastings, TKDA, has projected that the estimated cost to construct the Parks Maintenance Garage will not exceed \$2,400,000; and

**WHEREAS**, Certain financing and underwriting costs will be incurred due to the sale of bonds for the project; and

**WHEREAS**, Section 5.17 of the City Charter allows the City of Hastings to borrow money for certain purposes, and approval of the electors for any borrowing by the City shall not be required provided that the City Council adopts a Resolution by a vote of at least three fourths (3/4) of all its members determining to undertake such borrowing, unless within ten (10) days after the second publication of such Resolution, which must be published twice, a week apart, in the official newspaper of the City, a petition signed by the voters of the City equaling not less than 5 percent of the number voting in the last general election held in the City, shall be filed with the City Clerk requesting an election.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS,** that the City of Hastings authorizes the sale of not to exceed \$2,535,000 in General Obligation Bonds to finance a Parks Maintenance Garage; and

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish this Resolution twice in the Hastings Star Gazette, on April 19 and April 26, 2001.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, MINNESOTA, THIS 16th DAY, OF APRIL 2001.**

**Ayes:**

**Nays:**

\_\_\_\_\_  
**Michael D. Werner**  
**Mayor**

\_\_\_\_\_  
**Melanie Mesko**  
**City Clerk**

**-seal-**

**City of Hastings, Minnesota**  
**\$2,535,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**

**SOURCES & USES**

Dated 07/01/2001

Delivered 07/01/2001

<b>SOURCES OF FUNDS</b>	
Par Amount of Bonds.....	\$2,535,000.00
<b>TOTAL SOURCES.....</b>	<b>\$2,535,000.00</b>
<b>USES OF FUNDS</b>	
Deposit to Project Construction Fund.....	2,400,000.00
Deposit to Capitalized Interest (CIF) Fund.....	67,888.16
Total Underwriter's Discount (1.500%).....	38,025.00
Costs of Issuance.....	29,700.00
Deposit to Construction Fund.....	(613.16)
<b>TOTAL USES.....</b>	<b>\$2,535,000.00</b>

Springsted Incorporated  
 Public Finance Advisors

File = Hastin-1.sf-GO Imp Bonds Series 2001A (Park/Maint)- 20yrs-SINGLE PURPOSE  
 4/11/2001 11:56 AM

**City of Hastings, Minnesota**  
**\$2,535,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**  
**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I
2/01/2002	-	-	69,839.58	69,839.58
2/01/2003	80,000.00	3.550%	119,725.00	199,725.00
2/01/2004	85,000.00	3.650%	116,885.00	201,885.00
2/01/2005	90,000.00	3.800%	113,782.50	203,782.50
2/01/2006	90,000.00	3.950%	110,362.50	200,362.50
2/01/2007	95,000.00	4.100%	106,807.50	201,807.50
2/01/2008	100,000.00	4.200%	102,912.50	202,912.50
2/01/2009	105,000.00	4.300%	98,712.50	203,712.50
2/01/2010	110,000.00	4.400%	94,197.50	204,197.50
2/01/2011	115,000.00	4.500%	89,357.50	204,357.50
2/01/2012	120,000.00	4.600%	84,182.50	204,182.50
2/01/2013	125,000.00	4.750%	78,662.50	203,662.50
2/01/2014	130,000.00	4.800%	72,725.00	202,725.00
2/01/2015	135,000.00	4.900%	66,485.00	201,485.00
2/01/2016	140,000.00	5.000%	59,870.00	199,870.00
2/01/2017	150,000.00	5.050%	52,870.00	202,870.00
2/01/2018	155,000.00	5.100%	45,295.00	200,295.00
2/01/2019	165,000.00	5.150%	37,390.00	202,390.00
2/01/2020	175,000.00	5.250%	28,892.50	203,892.50
2/01/2021	180,000.00	5.300%	19,705.00	199,705.00
2/01/2022	190,000.00	5.350%	10,165.00	200,165.00
<b>Total</b>	<b>2,535,000.00</b>	<b>-</b>	<b>1,578,824.58</b>	<b>4,113,824.58</b>

**YIELD STATISTICS**

Bond Year Dollars.....	\$31,838.75
Average Life.....	12.560 Years
Average Coupon.....	4.9588146%
Net Interest Cost (NIC).....	5.0782445%
True Interest Cost (TIC).....	5.0876509%
Bond Yield for Arbitrage Purposes.....	4.9176410%
All Inclusive Cost (AIC).....	5.2230833%
IRS FORM 8038	
Net Interest Cost.....	4.9588146%
Weighted Average Maturity.....	12.560 Years

**City of Hastings, Minnesota**  
**\$2,535,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**  
**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	Net New D/S
8/01/2001	-	-	-	-	-	-
2/01/2002	-	-	69,839.58	69,839.58	(69,839.58)	-
8/01/2002	-	-	59,862.50	59,862.50	-	59,862.50
2/01/2003	80,000.00	3.550%	59,862.50	139,862.50	-	139,862.50
8/01/2003	-	-	58,442.50	58,442.50	-	58,442.50
2/01/2004	85,000.00	3.650%	58,442.50	143,442.50	-	143,442.50
8/01/2004	-	-	56,891.25	56,891.25	-	56,891.25
2/01/2005	90,000.00	3.800%	56,891.25	146,891.25	-	146,891.25
8/01/2005	-	-	55,181.25	55,181.25	-	55,181.25
2/01/2006	90,000.00	3.950%	55,181.25	145,181.25	-	145,181.25
8/01/2006	-	-	53,403.75	53,403.75	-	53,403.75
2/01/2007	95,000.00	4.100%	53,403.75	148,403.75	-	148,403.75
8/01/2007	-	-	51,456.25	51,456.25	-	51,456.25
2/01/2008	100,000.00	4.200%	51,456.25	151,456.25	-	151,456.25
8/01/2008	-	-	49,356.25	49,356.25	-	49,356.25
2/01/2009	105,000.00	4.300%	49,356.25	154,356.25	-	154,356.25
8/01/2009	-	-	47,098.75	47,098.75	-	47,098.75
2/01/2010	110,000.00	4.400%	47,098.75	157,098.75	-	157,098.75
8/01/2010	-	-	44,678.75	44,678.75	-	44,678.75
2/01/2011	115,000.00	4.500%	44,678.75	159,678.75	-	159,678.75
8/01/2011	-	-	42,091.25	42,091.25	-	42,091.25
2/01/2012	120,000.00	4.600%	42,091.25	162,091.25	-	162,091.25
8/01/2012	-	-	39,331.25	39,331.25	-	39,331.25
2/01/2013	125,000.00	4.750%	39,331.25	164,331.25	-	164,331.25
8/01/2013	-	-	36,362.50	36,362.50	-	36,362.50
2/01/2014	130,000.00	4.800%	36,362.50	166,362.50	-	166,362.50
8/01/2014	-	-	33,242.50	33,242.50	-	33,242.50
2/01/2015	135,000.00	4.900%	33,242.50	168,242.50	-	168,242.50
8/01/2015	-	-	29,935.00	29,935.00	-	29,935.00
2/01/2016	140,000.00	5.000%	29,935.00	169,935.00	-	169,935.00
8/01/2016	-	-	26,435.00	26,435.00	-	26,435.00
2/01/2017	150,000.00	5.050%	26,435.00	176,435.00	-	176,435.00
8/01/2017	-	-	22,647.50	22,647.50	-	22,647.50
2/01/2018	155,000.00	5.100%	22,647.50	177,647.50	-	177,647.50
8/01/2018	-	-	18,695.00	18,695.00	-	18,695.00
2/01/2019	165,000.00	5.150%	18,695.00	183,695.00	-	183,695.00
8/01/2019	-	-	14,446.25	14,446.25	-	14,446.25
2/01/2020	175,000.00	5.250%	14,446.25	189,446.25	-	189,446.25
8/01/2020	-	-	9,852.50	9,852.50	-	9,852.50
2/01/2021	180,000.00	5.300%	9,852.50	189,852.50	-	189,852.50
8/01/2021	-	-	5,082.50	5,082.50	-	5,082.50
2/01/2022	190,000.00	5.350%	5,082.50	195,082.50	-	195,082.50
<b>Total</b>	<b>2,535,000.00</b>	<b>-</b>	<b>1,578,824.58</b>	<b>4,113,824.58</b>	<b>(69,839.58)</b>	<b>4,043,985.00</b>

**City of Hastings, Minnesota**  
**\$2,505,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**  
**SOURCES & USES**

Dated 07/01/2001

Delivered 07/01/2001

<b>SOURCES OF FUNDS</b>	
Par Amount of Bonds.....	\$2,505,000.00
<b>TOTAL SOURCES.....</b>	<b>\$2,505,000.00</b>
<b>USES OF FUNDS</b>	
Deposit to Project Construction Fund.....	2,400,000.00
Deposit to Capitalized Interest (CIF) Fund.....	59,075.55
Costs of Issuance.....	29,700.00
Total Underwriter's Discount (0.800%).....	20,040.00
Deposit to Construction Fund.....	(3,815.55)
<b>TOTAL USES.....</b>	<b>\$2,505,000.00</b>

*Springsted Incorporated*  
*Public Finance Advisors*

*File = Hastin-1.sf-GO Imp Bonds Series 2001A (Park/Maint)- 10yrs-SINGLE PURPOSE*

*4/11/2001 11:56 AM*

**City of Hastings, Minnesota**  
**\$2,505,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**  
**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I
2/01/2002	-	-	60,552.92	60,552.92
2/01/2003	210,000.00	3.550%	103,805.00	313,805.00
2/01/2004	215,000.00	3.650%	96,350.00	311,350.00
2/01/2005	225,000.00	3.800%	88,502.50	313,502.50
2/01/2006	235,000.00	3.950%	79,952.50	314,952.50
2/01/2007	240,000.00	4.100%	70,670.00	310,670.00
2/01/2008	255,000.00	4.200%	60,830.00	315,830.00
2/01/2009	265,000.00	4.300%	50,120.00	315,120.00
2/01/2010	275,000.00	4.400%	38,725.00	313,725.00
2/01/2011	285,000.00	4.500%	26,625.00	311,625.00
2/01/2012	300,000.00	4.600%	13,800.00	313,800.00
<b>Total</b>	<b>2,505,000.00</b>	<b>-</b>	<b>689,932.92</b>	<b>3,194,932.92</b>

**YIELD STATISTICS**

Bond Year Dollars.....	\$16,066.25
Average Life.....	6.414 Years
Average Coupon.....	4.2942996%
Net Interest Cost (NIC).....	4.4190332%
True Interest Cost (TIC).....	4.4273199%
Bond Yield for Arbitrage Purposes.....	4.2795387%
All Inclusive Cost (AIC).....	4.6493744%
<b>IRS FORM 8038</b>	
Net Interest Cost.....	4.2942996%
Weighted Average Maturity.....	6.414 Years

Springstad Incorporated  
Public Finance Advisors

File = Hastin-1.sf-GO Imp Bonds Series 2001A (Park/Maint)- 10yrs-SINGLE PURPOSE  
4/11/2001 11:56 AM

**City of Hastings, Minnesota**  
**\$2,505,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	Net New D/S
8/01/2001	-	-	-	-	-	-
2/01/2002	-	-	60,552.92	60,552.92	(60,552.92)	-
8/01/2002	-	-	51,902.50	51,902.50	-	51,902.50
2/01/2003	210,000.00	3.550%	51,902.50	261,902.50	-	261,902.50
8/01/2003	-	-	48,175.00	48,175.00	-	48,175.00
2/01/2004	215,000.00	3.650%	48,175.00	263,175.00	-	263,175.00
8/01/2004	-	-	44,251.25	44,251.25	-	44,251.25
2/01/2005	225,000.00	3.800%	44,251.25	269,251.25	-	269,251.25
8/01/2005	-	-	39,976.25	39,976.25	-	39,976.25
2/01/2006	235,000.00	3.950%	39,976.25	274,976.25	-	274,976.25
8/01/2006	-	-	35,335.00	35,335.00	-	35,335.00
2/01/2007	240,000.00	4.100%	35,335.00	275,335.00	-	275,335.00
8/01/2007	-	-	30,415.00	30,415.00	-	30,415.00
2/01/2008	255,000.00	4.200%	30,415.00	285,415.00	-	285,415.00
8/01/2008	-	-	25,060.00	25,060.00	-	25,060.00
2/01/2009	265,000.00	4.300%	25,060.00	290,060.00	-	290,060.00
8/01/2009	-	-	19,362.50	19,362.50	-	19,362.50
2/01/2010	275,000.00	4.400%	19,362.50	294,362.50	-	294,362.50
8/01/2010	-	-	13,312.50	13,312.50	-	13,312.50
2/01/2011	285,000.00	4.500%	13,312.50	298,312.50	-	298,312.50
8/01/2011	-	-	6,900.00	6,900.00	-	6,900.00
2/01/2012	300,000.00	4.600%	6,900.00	306,900.00	-	306,900.00
<b>Total</b>	<b>2,505,000.00</b>	<b>-</b>	<b>689,932.92</b>	<b>3,194,932.92</b>	<b>(60,552.92)</b>	<b>3,134,380.00</b>

Springsted Incorporated  
Public Finance Advisors

File = Hastin-1.sf-GO Imp Bonds Series 2001A (Park/Maint)- 10yrs-SINGLE PURPOSE

4/11/2001 11:56 AM



**City of Hastings, Minnesota**  
**\$2,520,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**

**SOURCES & USES**

Dated 07/01/2001

Delivered 07/01/2001

SOURCES OF FUNDS	
Par Amount of Bonds.....	\$2,520,000.00
<b>TOTAL SOURCES.....</b>	<b>\$2,520,000.00</b>
USES OF FUNDS	
Deposit to Project Construction Fund.....	2,400,000.00
Deposit to Capitalized Interest (CIF) Fund.....	63,750.14
Costs of Issuance.....	29,700.00
Total Underwriter's Discount (1.100%).....	27,720.00
Deposit to Construction Fund.....	(1,170.14)
<b>TOTAL USES.....</b>	<b>\$2,520,000.00</b>

**City of Hastings, Minnesota**  
**\$2,520,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**  
**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I
2/01/2002	-	-	65,477.71	65,477.71
2/01/2003	125,000.00	3.550%	112,247.50	237,247.50
2/01/2004	130,000.00	3.650%	107,810.00	237,810.00
2/01/2005	135,000.00	3.800%	103,065.00	238,065.00
2/01/2006	140,000.00	3.950%	97,935.00	237,935.00
2/01/2007	145,000.00	4.100%	92,405.00	237,405.00
2/01/2008	150,000.00	4.200%	86,460.00	236,460.00
2/01/2009	155,000.00	4.300%	80,160.00	235,160.00
2/01/2010	165,000.00	4.400%	73,495.00	238,495.00
2/01/2011	170,000.00	4.500%	66,235.00	236,235.00
2/01/2012	180,000.00	4.600%	58,585.00	238,585.00
2/01/2013	185,000.00	4.750%	50,305.00	235,305.00
2/01/2014	195,000.00	4.800%	41,517.50	236,517.50
2/01/2015	205,000.00	4.900%	32,157.50	237,157.50
2/01/2016	215,000.00	5.000%	22,112.50	237,112.50
2/01/2017	225,000.00	5.050%	11,362.50	236,362.50
<b>Total</b>	<b>2,520,000.00</b>	<b>-</b>	<b>1,101,330.21</b>	<b>3,621,330.21</b>

**YIELD STATISTICS**

Bond Year Dollars.....	\$23,605.00
Average Life.....	9.367 Years
Average Coupon.....	4.6656649%
Net Interest Cost (NIC).....	4.7830977%
True Interest Cost (TIC).....	4.7886588%
Bond Yield for Arbitrage Purposes.....	4.6386602%
All Inclusive Cost (AIC).....	4.9541933%
<b>IRS FORM 8038</b>	
Net Interest Cost.....	4.6656649%
Weighted Average Maturity.....	9.367 Years

**City of Hastings, Minnesota**  
**\$2,520,000**  
**General Obligation Improvement Bonds, Series 2001A**  
**(Park Maintenance Facility)**

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	Net New D/S
8/01/2001	-	-	-	-	-	-
2/01/2002	-	-	65,477.71	65,477.71	(65,477.71)	-
8/01/2002	-	-	56,123.75	56,123.75	-	56,123.75
2/01/2003	125,000.00	3.550%	56,123.75	181,123.75	-	181,123.75
8/01/2003	-	-	53,905.00	53,905.00	-	53,905.00
2/01/2004	130,000.00	3.650%	53,905.00	183,905.00	-	183,905.00
8/01/2004	-	-	51,532.50	51,532.50	-	51,532.50
2/01/2005	135,000.00	3.800%	51,532.50	186,532.50	-	186,532.50
8/01/2005	-	-	48,967.50	48,967.50	-	48,967.50
2/01/2006	140,000.00	3.950%	48,967.50	188,967.50	-	188,967.50
8/01/2006	-	-	46,202.50	46,202.50	-	46,202.50
2/01/2007	145,000.00	4.100%	46,202.50	191,202.50	-	191,202.50
8/01/2007	-	-	43,230.00	43,230.00	-	43,230.00
2/01/2008	150,000.00	4.200%	43,230.00	193,230.00	-	193,230.00
8/01/2008	-	-	40,080.00	40,080.00	-	40,080.00
2/01/2009	155,000.00	4.300%	40,080.00	195,080.00	-	195,080.00
8/01/2009	-	-	36,747.50	36,747.50	-	36,747.50
2/01/2010	165,000.00	4.400%	36,747.50	201,747.50	-	201,747.50
8/01/2010	-	-	33,117.50	33,117.50	-	33,117.50
2/01/2011	170,000.00	4.500%	33,117.50	203,117.50	-	203,117.50
8/01/2011	-	-	29,292.50	29,292.50	-	29,292.50
2/01/2012	180,000.00	4.600%	29,292.50	209,292.50	-	209,292.50
8/01/2012	-	-	25,152.50	25,152.50	-	25,152.50
2/01/2013	185,000.00	4.750%	25,152.50	210,152.50	-	210,152.50
8/01/2013	-	-	20,758.75	20,758.75	-	20,758.75
2/01/2014	195,000.00	4.800%	20,758.75	215,758.75	-	215,758.75
8/01/2014	-	-	16,078.75	16,078.75	-	16,078.75
2/01/2015	205,000.00	4.900%	16,078.75	221,078.75	-	221,078.75
8/01/2015	-	-	11,056.25	11,056.25	-	11,056.25
2/01/2016	215,000.00	5.000%	11,056.25	226,056.25	-	226,056.25
8/01/2016	-	-	5,681.25	5,681.25	-	5,681.25
2/01/2017	225,000.00	5.050%	5,681.25	230,681.25	-	230,681.25
<b>Total</b>	<b>2,520,000.00</b>	<b>-</b>	<b>1,101,330.21</b>	<b>3,621,330.21</b>	<b>(65,477.71)</b>	<b>3,555,852.50</b>

MEMORANDUM

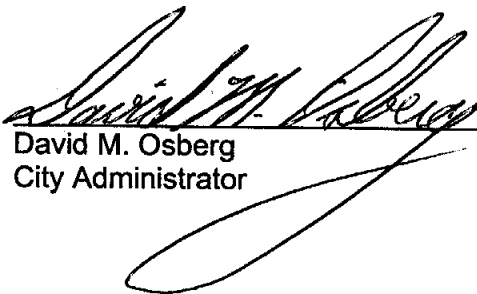
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dave Osberg, City Administrator  
**DATE:** April 12, 2001  
**SUBJECT:** Optional Adoptive Code Provision; Minnesota Rule Chapter #1306  
Special Fire Protection Systems

**RECOMMENDED CITY COUNCIL ACTION**

The City Council is asked to take action approving the second reading of the attached ordinance repealing the optional adoptive code provision Minnesota Rule Chapter #1306, Special Fire Protection System, after completion of the scheduled public hearing.

**BACKGROUND**

At the City Council meeting on Monday April 2, 2001 the first reading of the attached ordinance repealing the optional adoptive code provision Minnesota Rule Chapter #1306, Special Fire Protection System. A public hearing was also scheduled for the City Council meeting on April 16, 2001. I have attached to this memorandum a copy of Inspections and Code Enforcement Supervisor Bill Mesaros' previous memorandum. Staff recommends that the City Council approve the second reading of the ordinance.



David M. Osberg  
City Administrator

**ORDINANCE NO. \_\_\_\_ - SECOND SERIES**

**AN ORDINANCE OF THE CITY OF HASTINGS AMENDING CHAPTER 4 OF THE CITY CODE BY DELETING SECTION 4.01, SUBDIVISION 3(2) PERTAINING TO THE REQUIREMENT OF SPECIAL FIRE PROTECTION SYSTEMS.**

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

Hastings City Code Chapter 4, Section 4.01, Subdivision 3(2) which adopted Chapter 1306, Special Fire Protection Systems with option 8a, of the Minnesota State Building Code is hereby deleted in its entirety.

This ordinance shall take effect upon passage and seven days after publication.

This ordinance was adopted by the Hastings City Council on this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Michael D. Werner, Mayor

**ATTEST:**

**(SEAL)**

\_\_\_\_\_  
Melanie Mesko, Administrative Assistant/City Clerk