



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: August 15, 2022
Item: Authorize Signature: Stormwater Facilities Management Agreement - Quality One Woodwork

Council Action Requested:

Authorize Signature of the attached Stormwater Facilities Management Agreement between the City of Hastings and Quality One Woodwork LLC establishing stormwater maintenance obligations and responsibilities. A simple majority is necessary for action

Background Information:

On June 14, 2021, the City Council approved the Site Plan allowing for a +/- 52,212 s.f. addition to the existing facility to expand manufacturing and storage capacity for the production of kitchen cabinets and vanities at their existing facility located at 3005 Millard Avenue.

Financial Impact:

Building expansion created additional jobs and increased the tax base.

Advisory Commission Discussion:

N\A

Council Committee Discussion:

N\A

Attachments:

- Stormwater Facilities Management Agreement

(Reserved for Recording Data)

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this ____ day of _____, 2022, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Quality One Woodwork, LLC, a Minnesota limited partnership (“Developer”).

WHEREAS, Developer is the fee owner of certain real property situated in the City of Dakota, County of Dakota, State of Minnesota legally described as follows:

Lot 1, Block 3, HASTINGS INDUSTRIAL PARK NO. 7, according to the recorded plat thereof.

AND

Lots 2 and 4, Block 6, HASTINGS INDUSTRIAL PARK NO. 2, according to the recorded plat thereof.

AND

That part of Outlot B, HASTINGS INDUSTRIAL PARK NO. 2, which lies North of Lots 1, 3 and 4, Block 6.

Abstract Property

PID: 19-32006-03-010 and 19-32001-06-041

(the “Property”); and

WHEREAS, Developer has obtained the approval of the City for the development of the Property for a Stormwater Management Facilities; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located outside the public road right-of-way; and

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on the Stormwater Facilities Location Map on **Exhibit A** attached hereto; and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction and Maintenance of Stormwater Management Facilities. The Developer agrees to construct the Stormwater Management Facilities according to the construction plans drawn by Advanced Engineering Concepts dated July 12, 2021 (“Plans”) and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall include but is not limited to compliance with the Stormwater BMP Inspection and Maintenance Plan (“Inspection Plan”) attached as **Exhibit B**. Developer shall submit an annual inspection report that complies with the Inspection Plan by September 30th of each year. If the required annual inspection report is not submitted to the City by September 30th, the City shall have the right to enter onto the property to conduct the annual inspection. If it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Developer agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. Failure to comply with the restoration ordered by the City shall be an event of default. The Developer further agrees that it will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

2. Developer’s Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Developer’s failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City.

3. License, Easement, and Assessment. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part. The

Developer has conveyed to the City and the public a permanent drainage and utility easement, described and depicted in more detail on the easement document, which is dedicated to the public for the purpose of providing perpetual access to the City, or its successors responsible hereunder, for purposes of inspecting and performing any necessary maintenance to the Stormwater Management Facilities.

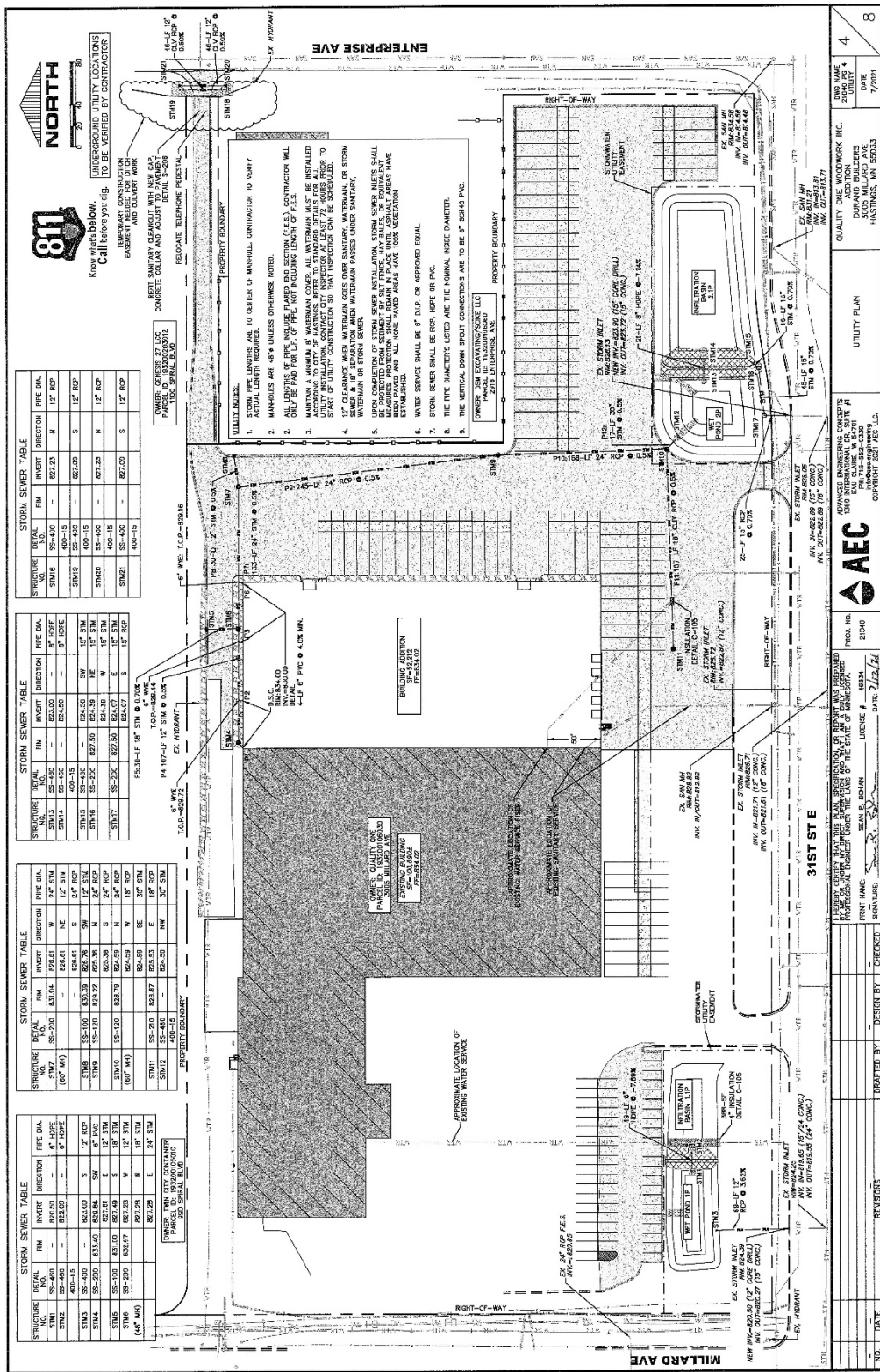
4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

6. Developer Warranty. Developer warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms. The party signing on behalf of the Developer has been duly authorized by the entity to sign the Agreement and bind the entity. Developer has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto have each been duly authorized by all necessary action on the part of Developer and such execution, delivery and performance does and will not conflict with or result in a violation of Developer's organizational agreement or any judgment or order. The execution, delivery and performance by Developer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Developer, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Developer is a party or by which it or any of its properties may be bound.

7. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or

EXHIBIT A STORMWATER FACILITIES LOCATION MAP



**EXHIBIT B
STORMWATER BMP INSPECTION AND MAINTENANCE PLAN**

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|---|
| Stormwater BMP Inspection and Maintenance Plan |
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SITE NAME

Quality One Woodwork Inc Addition, Hastings, MN

PROPERTY ADDRESS

3005 Millard Avenue, Hastings, MN 55033

RESPONSIBLE PARTY

The owner of the property will be responsible for satisfying the provisions of this agreement.

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater facilities consist of the following components:

- + *Infiltration Basins (2)* + *Basin bottom & side-slopes*
- + *Culverts/pipes* + *Riprap flow dissipation pads*
- + *Outlet pipes* + *Storm sewer inlets & outlets*
- + *Wet detention ponds (2)*

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least once in early Spring and once in early Autumn. To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

1. Inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the detention ponds. Erosion matting is recommended for repairing grassed areas.
2. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually, and any woody vegetation removed.
3. The bottom of the infiltration basins shall be inspected semi-annually to insure proper infiltration. If standing water develops within the infiltration basins for greater than 48-hours after heavy rains, the infiltration basin bottom shall be scraped clean to native soil and deeply tilled. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
4. Infiltration basins: If sediment accumulates to within 24-inches below the inlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
5. Wet detention pond: If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the pond and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients).
6. Wet detention pond: When sediment has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.

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| <p><u>Name/Address:</u> Quality One Woodwork LLC 3005 Millard Ave Hastings, MN 55033 Ph: 651-480-8351</p> |
| <p><u>Parcel Identification Numbers (PIN):</u> 193200106041 193200106030 193200603010</p> |

7. No grading or filling of the basins, ponds or berms other than for sediment removal is allowed, unless otherwise approved by the City.
8. Annual mowing of the slopes will encourage rigorous grass cover, reduce woody vegetation growth and allow better inspections for erosion.
9. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City under the provisions listed on this Agreement.

Repairs will be made whenever the performance of a stormwater control structure is compromised.

MOWING / FERTILIZER & CHEMICAL APPLICATION

Mowing in buffer areas, pond banks and drainage ways is discouraged in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than two inches.

Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways.

DUTY TO PROVIDE MAINTENANCE

It is the responsibility of the owner of the property to maintain inspection and maintenance records, which must be turned in annually to the City of Hastings.

In the event the facility owner fails to perform its obligations under this agreement, the *City* shall have the authority to inspect and maintain all components of the stormwater system. In such an event, all associated costs will be assessed back as a special charge against the property pursuant to Minnesota State Statute.