

**CITY OF HASTINGS
CITY COUNCIL AGENDA**

Monday, October 16, 2023

7:00 p.m.

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

Kristy Barse, Chamber of Commerce & Tourism Bureau

V. APPROVAL OF MINUTES

Approve Minutes of the City Council workshop and regular meeting on October 2, 2023.

VI. COMMENTS FROM THE AUDIENCE

Comments from the audience may include remarks about items listed on the Consent Agenda.

VII. COUNCIL ITEMS TO BE CONSIDERED

VIII. CONSENT AGENDA

The items on the Consent Agenda are items of routine nature or no perceived controversy to be acted upon by the City Council in a single motion. There will be no discussion on these items unless a Councilmember so requests, in which event the items will be removed from the Consent Agenda to the appropriate Department for discussion.

1. Pay Bills as Audited
2. Resolution: Accept Donation to the Hastings Police Department from Robert & Judith Bishop
3. Resolution: Accept Donation to the Hastings Fire Department from James & Shirley Ditlevson
4. Approve Pay Estimate No. 3 (Final) for the 2023 Mill & Overlay Program – Park Construction (\$16,580.05)
5. Approve Pay Estimate No. 5 for the 2023 Neighborhood Infrastructure Improvements – BCM Construction, Inc. (\$492,420.91)
6. Authorize Signature: Utility Abandonment Agreement – 1801 Chantry Trail
7. Authorize Signature: Permanent Sign Easement – Highway 55 Sign
8. Authorize Signature: 1st Amendment to Abatement Contract – Precision Landscaping
9. Authorize Signature: Encroachment Agreement – Miller (751 Bohlken Dr)
10. Authorize Signature: Hastings Civic Arena Ice Rental Agreement 2023 – 2024 – ISD 200
11. Resolution: Limited Use Permit with MnDOT for Trail Maintenance and Operation
12. Accept Proposal and Engage HKGI for Master Planning Services - Lake Rebecca Park Redevelopment Project
13. Resolution: Declare Surplus Property and Authorize Sale or Disposal – Parks and Recreation Department
14. Authorize Signature: Corrective Trail Easement – Vermillion River Trail
15. Authorize Signature: Tourism Bureau Agreement (2022-2025)
16. Resolution: Accept the City of Hastings Emergency Operations Plan
17. Approve JPA with Dakota County for Administration of Absentee Ballots

IX. AWARDING OF CONTRACTS AND PUBLIC HEARING

These are formal proceedings that give the public the opportunity to express their concern, ask questions, provide additional information, or support on a particular matter. Once the public hearing is closed, no further testimony is typically allowed and the Council will deliberate amongst itself and with staff and/or applicant on potential action by the Council.

X. REPORTS FROM CITY STAFF

These items are intended primarily for Council discussion and action. It is up to the discretion of the Mayor as to what, if any, public comment will be heard on these agenda items.

A. Public Works

B. Parks and Recreation

1. Approve Budget Adjustment for the Lake Isabel Park Contamination Excavation and Backfill

C. Community Development

1. Resolution: Variance – Front Yard Setback – Ground Mounted Solar – Dakota County (1590 Highway 55)
2. South Oaks of Hastings 4th Addition
 - a. Resolution: Vacation of Easement – South Oaks 2nd Addition
 - b. Resolution: Preliminary and Final Plat
 - c. Authorize Signature: Development Agreement
 - d. Authorize Signature: Stormwater Management Agreement

D. Public Safety

E. Administration

1. Pre-Authorize Purchase of Ladder Truck with MacQueen Equipment
2. National Class Action Settlements - PFAS
3. Resolution: Write-in Votes for Local Elections

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS

XIV. ADJOURNMENT

Next Regular City Council Meeting: Monday, November 6, 2023 7:00 p.m.

**Hastings, Minnesota
City Council Workshop
October 2, 2023**

The City Council of the City of Hastings, Minnesota met in a workshop on Monday, October 2, 2023, at 5:30 p.m. in the Volunteer Room at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

Members Present: Mayor Fasbender, Councilmembers Folch, Fox, Haus, Lawrence, Leifeld, Pemble

Members Absent: None

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh

Mayor Fasbender called the workshop to order at 5:35 pm and welcomed councilmembers and staff. Wietecha indicated that the League of MN Cities generally puts together a list of legislative priorities and the City of Hastings has generally endorsed the priorities. Wietecha invited conversation about the legislative priorities, specifically as they pertain to the City.

Council discussion on some of the priorities that are top of mind: PFAS, affordable housing, Hwy 61 funding, maintaining local authority, LGA advocacy, and ambulance reimbursement.

Council discussion on approaches by other cities in identifying and supporting legislative priorities, while personalizing it to the city and departments. The city could develop a document to similarly advocate for state and local priorities, crafting the Hastings story that goes with it.

Council discussion on the full list of legislative items just released on the website for review until October 27. Discussion on whether a response to the legislative list be assembled to represent the full council or whether each councilmember can respond on their own. It is recommended that each councilmember respond on their own.

Council discussion on an approach to the document be taking the strategic priorities and then connecting them to the LMC legislative priorities. LMC typically puts together a one-pager to illustrate the top legislative priorities and this, along with a city-produced document, could be good tools for talking points with legislators. Councilmembers need to heavily advocate for the City's projects by emphasizing our specific needs.

Council discussion on a "Hastings Day at the Capital" in past years. In 2024, March 18 is slated as the advocacy day at the Capital.

Council discussion on how to proceed in determining the City's legislative priorities by submitting priorities to Dan, who will collate and return to Council for review. Discussion on the order of state bonding priorities: arena project, city hall dome project, PFAS, and Hwy 61.

ADJOURNMENT

Folch, Pemble to Adjourn the workshop at 6:51 p.m.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

Hastings, Minnesota
City Council Meeting Minutes
October 2, 2023

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, October 2, 2023 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4th Street, Hastings, Minnesota.

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

Members Absent: None

Staff Present: City Administrator Dan Wietecha
Assistant City Administrator Kelly Murtaugh
City Attorney Kori Land
Recreation Programming Specialist Paige Marschall-Bigler

Approval of Minutes

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council regular meeting on September 18, 2023.

Minutes were approved as presented.

Council Items to be Considered

Mayor Fasbender requested to add State Bonding Resolution to the Administration section of Reports from City Staff, seconded by Councilmember Folch.

7 Ayes, 0 Nays.

Consent Agenda

Councilmember Pemble motioned to approve the Consent Agenda as presented, seconded by Councilmember Haus.

7 Ayes, 0 Nays

1. Pay Bills as Audited
2. Resolution No. 10-01-23: Accept Donation to the Parks and Recreation Department from the Reinhardt-Harrington Family
3. Approve Special Event Designation: DBA Community Halloween
4. Declare Surplus Property and Authorize for Public Sale, Donation, or Disposal – Hastings Fire Department

Public Hearing: Health Care Facility Revenue Bonds: Resolution No. 10-02-23: Consenting to Issuance by Duluth EDA

Wietecha provided an overview of the request to hold a public hearing and approve the resolution consenting to the Issuance of Health Care Facilities Revenue Bonds by the Duluth Economic Development Authority to Finance Projects in the City. Wietecha indicated Regina Senior Living is planning some improvements at the facility in Hastings as well as facilities in Winona and New Brighton. City Council is requested to consent to the issuance of the bonds to finance the improvements in Hastings.

Mayor Fasbender opened the public hearing at: 7:07 p.m.

Mayor Fasbender closed the public hearing at: 7:07 p.m.

No Council discussion.

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

Levee Park Recap

Marschall-Bigler provided a recap of the 2023 summer events at Levee Park. Marschall-Bigler indicated the Hastings Parks and Recreation Department coordinated 31 programs for the facility sharing over 9,700+ people attended the events. These events were sponsored by the Ruth & George Doffing Charitable Fund, Ardent Mills, Dakota Electric, and Smead. She indicated the top communication outreach platforms include social media, Rivertown News, local outlets, and word of mouth.

Council discussion on appreciation of Marschall-Bigler's coordination and broad range of events that attract a wide audience. Council encouragement to connect with the Arts and Culture Commission. Council question about the types of rentals. Marschall-Bigler indicated that the types of rental events include celebration of life, class reunions, family reunions, baby, or bridal showers. Marschall-Bigler shared a number of Special Events take place in our Park Facilities as well. Council expressed appreciation for collaboration with other departments (music events and Makers Market) and local vendors. Council recalled the impressive turnout for the Music in the Park events.

Budget Pre-Authorization

Wietecha provided an overview to pre-approve the ordering of several 2024 budget items for various departments. The requested items are on the capital equipment list and would provide replacement of equipment and vehicles that have short ordering windows and extended lead times, as has been the case in recent years.

Council discussion on the building department vehicle as a possible electric vehicle purchase. Wietecha indicated this vehicle is not specifically identified what the replacement would be. He shared the request is based on need and an electric vehicle may not fit this budget request. Council expressed appreciation for the proactive approach to replacing vehicles and equipment.

Councilmember Folch motioned to remove the building department vehicle from the pre-authorization list, seconded by Councilmember Fox.
7 Ayes, 0 Nays.

Councilmember Pemble motioned to approve as amended, seconded by Councilmember Leifeld.
7 Ayes, 0 Nays.

Resolution No. 10-03-23: Support of State Bonding for City Projects

Wietecha provided an overview of the state bonding resolution. The resolution adds a project to the City's state bonding request. The earlier project list included the Arena Refrigeration & West Rink Roof, PFAS Treatment & Raw Water Lines, and Highway 61. The added project is to seek additional funding for the Dome project, funded in an earlier bonding project. The funding needed far exceeds the original amount awarded for the project, primarily due to difficulty in securing a qualified, available contractor. The resolution also needs to rank the four projects. The recommended priority placement for the dome project is just after the Arena project as second.

Council acknowledged discussion regarding this topic in the Legislative Workshop prior to the Council meeting. Council expressed support for the various projects to be included in bonding.

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

Announcements

- The Hastings Arts & Culture Commission is hosting a Creative Convergence on Thursday, October 5, for artists to network, learn, share, and collaborate. The event is provided in partnership with Artspace and HPAC.
- Paws in the Park is Thursday, October 5, at Rivertown Dog Park.
- October is National Community Planning Month. Extra appreciation to Community Development Director John Hinzman and his team.
- In recognition of National Fire Prevention Week, the Fire & EMS Department Open House is Tuesday, October 10. Meet the department, learn about fire safety, and see the trucks & equipment. All ages are welcome!
- Recycling can be confusing, even for the most environmentally conscious. This crash course provides the low down on where our recycling goes, why it seems like there's so many rules, and why it's worth the work. Learn tips and tricks to recycle right and have your questions answered by an industry professional on Tuesday, October 10.

Meetings

- Planning Commission Meeting on Monday, October 9, 2023 at 7:00 p.m.
- Utilities Committee Meeting on Monday, October 9, 2023 at 7:00 p.m.
- Arts & Culture Commission Meeting on Wednesday, October 11, 2023 at 6:00 p.m.
- HEDRA Meeting on Thursday, October 12, 2023 at 6:00 p.m.
- City Council Regular Meeting on Monday, October 16, 2023 at 7:00 p.m.

Councilmember Pemble motioned to adjourn the meeting at 7:38 PM, seconded by Councilmember Haus. Ayes 7; Nays 0.

Kelly Murtaugh, City Clerk

Mary D. Fasbender, Mayor



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: Connie Lang – Accountant

Date: 10/12/2023

Item: Disbursements

Council Action Requested:

Staff requests:

Council review of Sept 2023 CenterPoint, Xcel, Wex, Health Insurance payments.

Council review of weekly routine disbursements issued 10/10/2023.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 10/17/2023.

Background Information:

Disbursements for routine items are made weekly. Disbursements for capital purchases and employee reimbursements are made twice a month, subsequent to Council approval.

Financial Impact:

Sept 2023 Centerpoint Payment	\$	3,667.75
Sept 2023 Xcel Payment	\$	28,492.23
Sept 2023 Wex Admin Fee Payment	\$	302.50
Sep 2023 Health Ins Payment	\$	169,088.82
Disbursement Checks, Hedra & EFT issued on 10/10/2023	\$	302,761.66
Disbursement Checks, Hedra & EFT to be issued on 10/17/2023	\$	1,173,886.83

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: • Disbursement Reports

CENTERPOINT ENERGY
September Payment

Dept	Account	Amount
Police	101-140-1403-6345	60.09
City Hall	101-140-1404-6345	153.53
City Storage	101-140-1407-6345	65.00
Alt Learning Ctr	101-401-4143-6345	31.98
Parks	200-401-4440-6345	61.07
Jt Maint	200-401-4447-6345	72.07
Pool	201-401-4240-6345	2,076.85
Fire	213-210-2100-6345	109.58
Le Duc	220-450-4160-6345	65.00
Water	600-300-3300-6345	117.28
Water	600-300-3302-6345	56.18
Garage	601-300-3400-6345	57.27
Arena	615-401-4103-6345	741.85
	TOTAL	3,667.75

XCEL AUTOMATIC PAYMENTS
Sept 2023 Payments

Xcel Acct #	Amount	Date Paid	Account #
51-6960208-0	1,585.09	12-Sep	101-140-1404-6343
51-8110141-1	109.39	12-Sep	101-140-1407-6343
51-6960219-3	63.34	11-Sep	101-201-2016-6343
51-6960210-4	191.41	12-Sep	101-300-3100-6343
51-6960210-4	957.04	12-Sep	101-301-3200-6343
51-0011278454-9	13.95	12-Sep	101-302-3201-6343
51-0263715-0	49.29	12-Sep	101-302-3201-6343
51-6960218-2	14,194.56	19-Sep	101-302-3201-6343
51-6960215-9	2,954.69	7-Sep	200-401-4440-6343
51-0011082067-5	159.98	12-Sep	200-401-4440-6343
51-6960220-6	1,125.42	11-Sep	200-401-4447-6343
51-6960209-1	3,592.96	28-Sep	201-401-4240-6343
51-6960214-8	1,270.25	11-Sep	213-210-2100-6343
51-7216831-9	607.55	12-Sep	220-450-4160-6343
51-6960210-4	765.64	12-Sep	600-300-3300-6343
51-6960217-1	<u>851.67</u>	13-Sep	601-300-3400-6343
 TOTAL	 28,492.23		

**WEX Admin Fees
September Payment**

Account Description	Account	Amount
Employer Paid HRA/HSA Admin Fee - Administration	101-105-1051-6131	8.25
Employer Paid HRA/HSA Admin Fee - City Clerk	101-107-1071-6131	10.59
Employer Paid HRA/HSA Admin Fee - Finance	101-120-1201-6131	16.50
Employer Paid HRA/HSA Admin Fee - Planning	101-150-1501-6131	2.75
Employer Paid HRA/HSA Admin Fee - IT	101-160-1601-6131	5.50
Employer Paid HRA/HSA Admin Fee - Police	101-201-2010-6131	99.00
Employer Paid HRA/HSA Admin Fee -Building Safety	101-230-2301-6131	11.00
Employer Paid HRA/HSA Admin Fee-Code Enforcement	101-230-2302-6131	2.75
Employer Paid HRA/HSA Admin Fee - Engineering	101-300-3100-6131	6.46
Employer Paid HRA/HSA Admin Fee - Streets	101-301-3200-6131	12.10
Employer Paid HRA/HSA Admin Fee - Parks	200-401-4440-6131	27.50
Employer Paid HRA/HSA Admin Fee - Cable	205-420-4201-6131	0.41
Employer Paid HRA/HSA Admin Fee - Historical	210-170-1702-6131	0.69
Employer Paid HRA/HSA Admin Fee - Fire	213-210-2100-6131	11.00
Employer Paid HRA/HSA Admin Fee - Ambulance	213-220-2200-6131	46.75
Employer Paid HRA/HSA Admin Fee - Econ. Develop.	407-180-6003-6131	4.81
Employer Paid HRA/HSA Admin Fee - Water	600-300-3300-6131	12.65
Employer Paid HRA/HSA Admin Fee - Wastewater	601-300-3400-6131	8.94
Employer Paid HRA/HSA Admin Fee - Storm Water	603-300-3600-6131	7.98
Employer Paid HRA/HSA Admin Fee - Arena	615-401-4103-6131	5.50
Employer Paid HRA/HSA Admin Fee - Hydro	620-300-3500-6131	<u>1.38</u>
	TOTAL	302.50

Medica Health Insurance Premiums
September 2023

ACCOUNT DESCRIPTION	ACCOUNT	AMOUNT
Medical Insurance Withholding	101-000-0000-2185	17,391.67
COBRA Paid Insurance	101-000-0000-2185	3,084.84
Employer Paid Health Ins. - Administration	101-105-1051-6131	723.81
Employer Paid Health Ins. - Communications	101-107-1061-6131	1,378.53
Employer Paid Health Ins. - City Clerk	101-107-1071-6131	2,329.83
Employer Paid Health Ins. - Finance	101-120-1201-6131	4,849.62
Employer Paid Health Ins. - Maintenance	101-140-1401-6131	1,695.27
Employer Paid Health Ins. - Planning	101-150-1501-6131	992.67
Employer Paid Health Ins. - IT	101-160-1601-6131	3,777.41
Employer Paid Health Ins. - Police	101-201-2010-6131	37,976.30
Employer Paid Health Ins. -Building Safety	101-230-2301-6131	3,727.34
Employer Paid Health Ins.-Code Enforcement	101-230-2302-6131	1,621.80
Employer Paid Health Ins. - Engineering	101-300-3100-6131	2,249.73
Employer Paid Health Ins. - Streets	101-301-3200-6131	3,628.89
Medical Insurance Withholding	200-000-0000-2185	2,085.18
Employer Paid Health Ins. - Parks	200-401-4440-6131	11,067.70
Employer Paid Health Ins. - Swimming Pool	201-401-4240-6131	0.00
Medical Insurance Withholding	205-000-0000-2185	104.26
Employer Paid Health Ins. - Cable	205-420-4201-6131	243.27
Employer Paid Health Ins. --Heritage	210-170-1702-6131	180.95
Medical Insurance Withholding	213-000-0000-2185	4,747.63
Employer Paid Health Ins. - Fire	213-210-2100-6131	3,882.60
Employer Paid Health Ins. - Ambulance	213-220-2200-6131	15,342.76
Medical Insurance Withholding	220-000-0000-2185	128.22
Employer Paid Health Ins. - Leduc	220-450-4160-6131	299.16
Medical Insurance Withholding	407-000-0000-2185	578.33
Employer Paid Health Ins. - Econ. Dev.	407-180-6003-6131	2,073.24
Medical Insurance Withholding	600-000-0000-2185	290.60
Employer Paid Health Ins. - Water	600-300-3300-6131	4,775.03
Medical Insurance Withholding	601-000-0000-2185	282.08
Employer Paid Health Ins. - Wastewater	601-300-3400-6131	3,454.43
Medical Insurance Withholding	603-000-0000-2185	629.62
Employer Paid Health Ins. - Storm Water	603-300-3600-6131	3,433.26
Medical Insurance Withholding	615-000-0000-2185	695.06
Employer Paid Health Ins. - Arena	615-401-4103-6131	2,424.81
Medical Insurance Withholding	620-000-0000-2185	0.00
Employer Paid Health Ins. - Hydro	620-300-3500-6131	402.30
Employer Paid Health.Ins. - Retirees	701-600-6002-6131	26,540.60
	TOTAL	169,088.82

PACKET: 08996 Regular Payments

VENDOR SET: 1

FUND : 407 HEDRA

DEPARTMENT: 180 ECONOMIC DEVELOPMENT

BANK: EDA

VIII-01

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
1	-002045	SIGNARAMA ROSEVILLE				
		I-INV-40915	407-180-6003-6217	OTHER GENERAL NAMEPLATES - 1	000000	15.50
1	-62744	PRECISION LANDSCAPING &				
		I-923-9127L	407-180-6003-6350	REPAIR & MAIN LAWN MTC-114 W 5TH ST/410 VERM	000000	240.00
			DEPARTMENT 180	ECONOMIC DEVELOPMENT	TOTAL:	255.50

			FUND	407 HEDRA	TOTAL:	255.50
				REPORT GRAND TOTAL:		255.50

** G/L ACCOUNT TOTALS **

VIII-01

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023-2024	407-180-6003-6217	OTHER GENERAL SUPPLIES	15.50	1,000	902.50				
	407-180-6003-6350	REPAIR & MAINT-BUILDING	240.00	50,000	47,423.13				
** 2023-2024 YEAR TOTALS **			255.50						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
407-180	ECONOMIC DEVELOPMENT	255.50
407 TOTAL	HEDRA	255.50
** TOTAL **		255.50

NO ERRORS

** END OF REPORT **

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	HASTINGS AREA CHAMBER/COM	AUGUST 2023 LODGING TAX (6	7,648.97
			TOTAL:	7,648.97
ADMINISTRATION	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	22.10
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	420.50
			TOTAL:	442.60
CITY CLERK	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	14.19
			NOV 2023 LTD PREMIUM	49.20
		HEALTH STRATEGIES	PRE-EMPLOYMENT EXAMS (5)	1,899.00
			TOTAL:	1,962.39
FINANCE	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	67.34
			TOTAL:	67.34
FACILITY MANAGEMENT	GENERAL	GILBERT MECHANICAL CONTRACTORS, INC.	C.H. REPAIR ADMIN/HVAC DAM	592.63
			P.D CONVERT VAV TO DDC	2,667.52
		SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	13.31
		TERRYS HARDWARE, INC.	P.D. KEY/VINEGAR (COFFEE P	6.58
			C.H SPRINKLER PIPE TEMP RE	30.31
		VIKING AUTOMATIC SPRINKLER	ANNUAL FIRE SPRINKLER TEST	620.00
			ANNUAL FIRE SPRINKLER TEST	1,025.00
			ANNUAL FIRE SPRINKLER TEST	405.00
			TOTAL:	5,360.35
COMMUNITY DEVELOPMENT	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	19.89
			TOTAL:	19.89
I.T.	GENERAL	PRO-TEC DESIGN, INC.	MILESTONE 3 YEAR MAINTENAN	1,032.24
		SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	53.91
		SHI INTERNATIONAL CORP	MS PROJECT SUBSCRIPTION	37.49
		MARCO TECHNOLOGIES, LLC	MITEL PHONE SYSTEM ANNUAL	7,522.02
		SPECOPS SOFTWARE USA INC	SPECOPS ANNUAL SUBSCRIPTIO	2,196.79
			TOTAL:	10,842.45
POLICE	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	664.10
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	273.65
		DAKOTA 911	DCC FEE - NOVEMBER 2023	29,679.33
		DAKOTA ELECTRIC ASSN	ELECTRIC	17.95
			TOTAL:	30,635.03
BUILDING & INSPECTIONS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	73.18
			NOV 2023 LTD PREMIUM	15.22
		KLETSCHKA INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	4,275.20
			TOTAL:	4,363.60
PUBLIC WORKS	GENERAL	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	43.91
		FOCUS ENGINEERING, INC.	CONSULTING SERVICES	9,960.00
			CONSULTING SERVICES	3,360.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	43.80
			TOTAL:	13,407.71
PUBLIC WORKS STREETS	GENERAL	PRECISE MOBILE RESOURCE MGMT. LLC	DATA PLAN	150.00
		CRESCENT ELECTRIC SUPPLY COMPANY	BRIDGE SPEED SIGN PARTS	145.73
		RUBINS LAWCARE, LLC	MOWING CONTRACT	2,100.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	72.93

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FOCUS ENGINEERING, INC.	CONSULTING SERVICES	1,230.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	43.79
			TOTAL:	3,742.45
PARKS & RECREATION	GENERAL	SHRED-N-GO, INC.	COMMUNITY SHRED EVENT	1,365.00
			TOTAL:	1,365.00
PARKS & RECREATION	PARKS	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	158.87
		STERNBERG LIGHTING	BOLLARD LIGHT PARTS-LEVEE	630.00
		MICHAEL A. PATRICK	PATRICK - SOFTBALL UMP	298.00
		MICHAEL E OBRIEN	OBRIEN - SOFTBALL UMP	112.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	145.35
		BECKY MAY WILKERSON	WILKERSON - VOLLEYBALL REF	200.00
		AMAYA GARIBAY	GARIBAY - VOLLEYBALL REF	100.00
		VIKING AUTOMATIC SPRINKLER	ANNUAL FIRE SPRINKLER TEST	405.00
			TOTAL:	2,049.22
PARKS & RECREATION	AQUATIC CENTER	SYSCO, MINNESOTA	POOL CONCESSION ITEMS	68.92
			TOTAL:	68.92
CABLE	CABLE TV	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	2.50
			TOTAL:	2.50
HERITAGE PRESERVATION	HERITAGE PRESERVAT	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	4.81
			TOTAL:	4.81
FIRE	FIRE & AMBULANCE	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	71.29
		HILDI, INC	ACTUARIAL VALUATION GASB 6	2,900.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	160.84
		DAKOTA 911	DCC FEE - NOVEMBER 2023	14,839.67
		MACQUEEN EQUIPMENT, INC.	FF BOOTS	591.61
			TOTAL:	18,563.41
AMBULANCE	FIRE & AMBULANCE	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	290.06
		McKESSON MEDICAL-SURGICAL GOV. SOLUTIO	MEDICAL SUPPLIES	44.54
			MEDICAL SUPPLIES	44.54
		PRIMARY PHARMACEUTICALS, INC.	MEDICAL SUPPLIES	383.31
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	793.58
		LINDE GAS & EQUIPMENT INC.	OXYGEN	379.02
			OXYGEN	192.52
			TOTAL:	2,127.57
LEDUC	LEDUC HISTORIC EST	GILBERT MECHANICAL CONTRACTORS, INC.	L.D. AUTOMATION CONNECT-LE	589.75
		SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	2.35
		VIKING AUTOMATIC SPRINKLER	ANNUAL FIRE SPRINKLER TEST	620.00
			TOTAL:	1,212.10
PARKS & RECREATION	PARKS CAPITAL PROJ	WSB & ASSOCIATES INC	HWY 55 TRAIL PROJECT	7,788.75
			TOTAL:	7,788.75
ECONOMIC DEVELOPMENT	HEDRA	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	32.94
			TOTAL:	32.94
PUBLIC WORKS	2023 IMPROVEMENTS	FOCUS ENGINEERING, INC.	CONSULTING SERVICES	2,700.00
			TOTAL:	2,700.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
DEBT	2015 GENERAL OBLIG	U.S. BANK	2015A PAYING AGENT FEE	550.00
			TOTAL:	550.00
PUBLIC WORKS	WATER	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	74.77
		FOCUS ENGINEERING, INC.	CONSULTING SERVICES	840.00
			CONSULTING SERVICES	3,360.00
		CORE & MAIN LP	HANDHELD WALL CHARGER	162.86
			R2 1.5" METER	700.64
			1" METER SPUDS	236.90
			2" METERS-REPLACEMENT PROG	17,029.87
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	43.80
		LARKIN HOFFMAN DALY & LINDGREN, LTD	PFAS PROF. SVC THRU 8/31	2,867.00
		DAKOTA ELECTRIC ASSN	ELECTRIC	59.06
		GRAPHIC DESIGN	UTIL BILL STATEMENTS/POSTA	230.34
			UTIL BILL STATEMENTS/POSTA	1,140.26
			TOTAL:	26,745.50
PUBLIC WORKS	WASTEWATER	BAUER SERVICES	SEWER MAIN REPAIRS - RAMSE	10,256.00
		SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	53.35
		FOCUS ENGINEERING, INC.	CONSULTING SERVICES	1,140.00
			CONSULTING SERVICES	150.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	43.80
		DAKOTA ELECTRIC ASSN	ELECTRIC	103.81
			ELECTRIC	50.98
		GRAPHIC DESIGN	UTIL BILL STATEMENTS/POSTA	230.33
		MCES	WASTEWATER SERVICES - NOVE	138,272.63
		CENTERPOINT ENERGY	WESTWOOD LS GAS CHARGES	50.63
			TOTAL:	150,351.53
PUBLIC WORKS	STORM WATER UTILIT	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	55.70
		GRAPHIC DESIGN	UTIL BILL STATEMENTS/POSTA	230.33
		MACQUEEN EQUIPMENT, INC.	CA-BAT	92.47
			TOTAL:	378.50
PARKS & RECREATION	ARENA	HUEBSCH LAUNDRY CO.	ENTRY RUG SERVICE	53.78
		SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	33.00
		ADS ON BOARDS	BOARD CLEANING - BOTH RINK	1,200.00
		ISG	ARENA PLANNING	3,717.50
		VIKING AUTOMATIC SPRINKLER	ANNUAL SPRINKLER INSPECTIO	620.00
			TOTAL:	5,624.28
PUBLIC WORKS	HYDRO ELECTRIC	SUN LIFE ASSUANCE COMPANY OF CANADA	NOV 2023 LTD PREMIUM	6.61
			TOTAL:	6.61
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	FOCUS ENGINEERING, INC.	CONSULTING SERVICES	1,230.00
			CONSULTING SERVICES	120.00
			CONSULTING SERVICES	240.00
			CONSULTING SERVICES	240.00
			CONSULTING SERVICES	240.00
		BARR ENGINEERING CO.	SOUTH OAKS 4TH ADDN SERVIC	1,935.00

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* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER	JONO HEIGHTS LLC	US REFUNDS	240.26
		TIX, TIMOTHY	US REFUNDS	30.92
		STEPHENS, ISSAC/KELSY	US REFUNDS	40.56
		WOODS, STEVEN	US REFUNDS	125.00
			TOTAL:	4,441.74

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

101	GENERAL	79,857.78
200	PARKS	2,049.22
201	AQUATIC CENTER	68.92
205	CABLE TV	2.50
210	HERITAGE PRESERVATION	4.81
213	FIRE & AMBULANCE	20,690.98
220	LEDUC HISTORIC ESTATE	1,212.10
401	PARKS CAPITAL PROJECTS	7,788.75
407	HEDRA	32.94
483	2023 IMPROVEMENTS	2,700.00
575	2015 GENERAL OBLIGATION	550.00
600	WATER	27,182.24
601	WASTEWATER	150,351.53
603	STORM WATER UTILITY	378.50
615	ARENA	5,624.28
620	HYDRO ELECTRIC	6.61
807	ESCROW - DEV/ENG/TIF-HRA	4,005.00

 GRAND TOTAL: 302,506.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	METROPOLITAN COUNCIL ENVIRONMENTAL SER	SEPTEMBER SAC CHARGES	273,076.65
			TOTAL:	273,076.65
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS, LLC	MISC OFFICE SUPPLIES-CITY	66.93
			TOTAL:	66.93
CITY CLERK	GENERAL	MARTIN-MCALLISTER CONSULTING	PUB SAFETY ASSESSMENT- GLA	625.00
		MINNESOTA OCCUPATIONAL HEALTH	EMPLOYEE SCREEN-GLANCY, JOH	322.00
		HEALTH STRATEGIES	PRE-EMPLOY SCREEN/INTERPRE	623.50
			TOTAL:	1,570.50
FINANCE	GENERAL	NIEDERKORN, KIMBERLY	NIEDERKORN-QTR 3 MILEAGE R	95.32
			NIEDERKORN-QTR 3 MILEAGE R	8.95
			TOTAL:	104.27
FACILITY MANAGEMENT	GENERAL	TOTAL MECHANICAL SERVICES, INC.	P.D. PYMT-BACKUP HEATING P	3,350.00
		DR. DAVE, THE FURNITURE PHYSICIAN	CH DIAS COUNCIL CHAIR REPA	2,600.00
		W.W. GRAINGER, INC.	FC ANCHORS/JM PIPE INSULAT	11.76
		TERRYS HARDWARE, INC.	F.C. SUPPLIES	28.26
			F.C. SUPPLIES	8.62
			TOTAL:	5,998.64
POLICE	GENERAL	MARIE RIDGEWAY LICSW LLC	EMPLOYEE THERAPY SESSIONS	160.00
		GUARDIAN SUPPLY LLC	UNIFORM PANTS - WILSKE	253.96
		MN DEPT OF PUBLIC SAFETY	CJDN ACCESS FEE 7/1/23-6/3	3,840.00
		NINE EAGLES PROMOTIONS	HPD BADGE STICKERS FOR EVE	617.58
		SOUTH EAST TOWING OF HASTINGS INC	OCT 2023 LOT RENT	195.00
			TOTAL:	5,066.54
BUILDING & INSPECTIONS	GENERAL	BAUER SERVICES	REFUND PERMIT PL2023-252	75.00
		DUNN SOLUTIONS LLC	PLAN REVIEW/INSPECTION CON	417.49
			PLAN REVIEW/INSPECTION CON	330.77
			PLAN REVIEW/INSPECTION CON	127.50
			PLAN REVIEW/INSPECTION CON	127.50
			PLAN REVIEW/INSPECTION CON	42.50
			PLAN REVIEW/INSPECTION CON	127.50
			PLAN REVIEW/INSPECTION CON	243.95
			PLAN REVIEW/INSPECTION CON	425.00
			TOTAL:	1,917.21
PUBLIC WORKS STREETS	GENERAL	PARK CONSTRUCTION COMPANY	2023 MILL & OVERLAY PAY ES	16,580.05
		WSB & ASSOCIATES INC	INSPECTIONS/TESTING	3,733.50
			INSPECTIONS/TESTING	994.50
			INSPECTIONS/TESTING	510.00
		HOMETOWN ACE HARDWARE	BLADE	39.99
			SCREWDRIVER, PLUGS, SOCKET	47.39
		ACE TRAILER SALES	TRAILER PARTS	837.60
		TERRYS HARDWARE, INC.	LUBRICANT, STRAPS	48.12
			TOTAL:	22,791.15
PUBLIC WORKS STR. LIGH	GENERAL	DAKOTA ELECTRIC ASSN	ELECTRIC	3,022.30
			TOTAL:	3,022.30
PARKS & RECREATION	GENERAL	HASTINGS SCHOOL DISTRICT #200	OCT SR CTR/TILDEN COST SHA	2,500.00
			TOTAL:	2,500.00

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	PARKS	MANSFIELD OIL COMPANY	676 GALLONS OF DIESEL	2,758.82			
			1502 GALLONS OF GAS	5,270.36			
			TOTAL:	8,026.25			
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	JMF RAGS AND MATS	123.58			
		TRI-STATE BOBCAT, INC.	TOOL CAT TIRES	1,099.85			
		REINDERS INC.	BROAD LEAF KILLER	1,432.96			
		BRIKK MECHANICAL LLC.	JMF LEAK REPAIRS	1,436.00			
		HOMETOWN ACE HARDWARE	LIGHTS FOR LIONS SHELTER	35.98			
			SUPPLIES FOR TRAILER	157.49			
			MISCELLANEOUS BOLTS	5.32			
			SEALER FOR TRAIL	25.19			
			MULCH FOR ARENA	242.58			
			LIGHTS FOR LIONS SHELTER	129.53			
		INDEPENDENT BLACK DIRT & SOD COMPANY I	BLACK DIRT FOR PIONEER	1,050.00			
		NAPA AUTO PARTS	GLOVES	45.77			
		GERLACH OUTDOOR POWER EQUIP	OIL DIPSTICK FOR FERRIS MO	28.55			
		W.W. GRAINGER, INC.	FC ANCHORS/JM PIPE INSULAT	48.92			
		MTI DISTRIBUTING COMPANY	5910 PARTS	122.92			
		NIEBUR TRACTOR & EQUIPMENT, INC.	KUBOTA TRACTOR REPAIR	3,396.14			
			MOWER PARTS	110.53			
			GEAR BOX REBUILD	183.79			
		PRECISION LANDSCAPING & CONSTRUCTION	DOWNTOWN BASKETS/POTS WATE	6,300.00			
		TERRYS HARDWARE, INC.	LEVEE SUPPLIES	35.95			
			PRUNING BLADE	19.99			
			MISCELLANEOUS SUPPLIES	36.93			
			EDGING BLADE	8.95			
			EDGING BLADE	8.95			
			TOTAL:	16,085.87			
		FIRE	FIRE & AMBULANCE	IMAGE TREND, INC.	TRAINING & DIRECT MESSAGE	8,860.00	
					SERVICE BRIDGE MONTHLY FEE	675.00	
					ELITE HOSTING MONTHLY FEE	289.82	
CRAIG LATCH	LATCH BOOT REIMBURSEMENT				230.98		
BAUER SERVICES	ASSESS AFTER CREAMERY FIRE				2,875.00		
NAPA AUTO PARTS	BATTERY FOR UTILITY 1				283.12		
ASPEN MILLS	UNIFORMS				52.66		
	UNIFORM				477.32		
HEIMAN FIRE EQUIPMENT INC	FF GLOVES				824.85		
TERRYS HARDWARE, INC.	OUTDOOR WINDEX				77.94		
	TOTAL:				14,646.69		
AMBULANCE	FIRE & AMBULANCE				NAPA AUTO PARTS	BLSTR PK MINIATURES - MEDI	6.29
						WHEEL STUD FOR MEDIC 3	59.82
		HENRY SCHEIN, INC.	MEDICAL SUPPLIES	22.39			
		DANIELS HEALTH	HAZ-WASTE	197.32			
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,521.39			
			MEDICAL SUPPLIES	213.99			
		NORTHERN SAFETY TECHNOLOGY	POWER SUPPLY FOR MEDIC 3	440.63			
			TOTAL:	2,461.83			
LEDUC	LEDUC HISTORIC EST	DAKOTA COUNTY HISTORICAL SOCIETY	LEDUC-50% 3RD QTR TRUST RE	5,160.13			
			TOTAL:	5,160.13			
ECONOMIC DEVELOPMENT	HEDRA	JOHN HINZMAN	MILEAGE - PLANNING CONFERE	101.92			
			TOTAL:	101.92			

VIII-01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PUBLIC WORKS	2023 IMPROVEMENTS	WSB & ASSOCIATES INC	2023-1 RECON-PLEASANT DR B	780.50
		BCM CONSTRUCTION, INC.	2023-1 NEIGHBORHOOD PROJEC	492,420.91
			TOTAL:	493,201.41
PUBLIC WORKS	WATER	WSB & ASSOCIATES INC	PFAS/NITRATE REMOVAL OPTIO	1,149.50
		SAFE-FAST, INC.	GLOVES	146.80
		HOMETOWN ACE HARDWARE	HEX FOLDUP DULMAT	16.19
			EAGLE BLUFF PRESSURE STN-C	17.98
			EAGLE BLUFF PR ST-DEHUMIDI	224.99
		HARTFIEL AUTOMATION, INC.	WTP VALVES	1,517.35
		GOPHER STATE ONE-CALL INC	LOCATES - SEPTEMBER	311.85
		NINE EAGLES PROMOTIONS	KIEFFER - CLOTHING EMBROID	10.00
			TOTAL:	3,394.66
		PUBLIC WORKS	WASTEWATER	HOMETOWN ACE HARDWARE
TERRYS HARDWARE, INC.	WESTWOOD LS GENERATOR - ED			8.99
	WESTWOOD LS GEN - FASTENER			4.57
	WESTWOOD LS GEN- ENAMEL, PR			50.24
	WESTWOOD LS GEN-ENAMEL, PR			53.98-
	WESTWOOD LS GEN - WASHER			9.99
	WESTWOOD LS GEN - WASHER,			12.34
	TOTAL:			33.95
PUBLIC WORKS	STORM WATER UTILIT	VERMILLION ELEVATOR INC	EROSION BLANKETS	78.00
			TOTAL:	78.00
PARKS & RECREATION	ARENA	APEX EFFICIENCY SOLUTIONS SBC	ARENA REFRIGERATION PROJEC	167,391.07
			TOTAL:	167,391.07
PUBLIC WORKS	HYDRO ELECTRIC	AVANT ENERGY, INC.	MONTHLY FEES	330.00
			TOTAL:	330.00
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	WSB & ASSOCIATES INC	INSPECTIONS/TESTING	663.00
			AUGSTINE SANITARY SWR ANAL	451.50
		DUANE R WALLIN & WINSTON R WALLIN LLLP	WALLIN 19 - CASH SECURITY	145,299.31

VIII-01

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER	DATILLO, DAYNA	US REFUNDS	117.31
		MOLL, WILLIAM	US REFUNDS	43.46
		BESTLER, DWANE/RAYMOND	US REFUNDS	56.58
		KELLER, JOSEPH/ELIZABET	US REFUNDS	34.63
		CANEFF, LOU ANN	US REFUNDS	11.25
		HOEKSTRA, JOSHUA	US REFUNDS	183.82
			TOTAL:	146,860.86

VIII-01

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

101	GENERAL	316,114.19
200	PARKS	24,112.12
213	FIRE & AMBULANCE	17,108.52
220	LEDUC HISTORIC ESTATE	5,160.13
407	HEDRA	101.92
483	2023 IMPROVEMENTS	493,201.41
600	WATER	3,841.71
601	WASTEWATER	33.95
603	STORM WATER UTILITY	78.00
615	ARENA	167,391.07
620	HYDRO ELECTRIC	330.00
807	ESCROW - DEV/ENG/TIF-HRA	146,413.81

GRAND TOTAL: 1,173,886.83



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: October 16th, 2023

Item: Donation to Hastings Police Department

Council Action Requested:

Accept donation of \$50.00 from Robert and Judith Bishop

Background Information:

To show support for the work and dedication of the men and women of the Hastings Police Department, The Bishop's ask that you accept this check for \$50.00.

Financial Impact:

Positive budgetary impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Resolution
- Thank You

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 10 - - 23

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
A DONATION TO THE HASTINGS POLICE DEPARTMENT**

WHEREAS, Robert and Judith Bishop, have donated to the Hastings Police Department a check for \$50.00; and

WHEREAS, this donation will be used to support police operations; and

WHEREAS, the City Council is appreciative of the donation and commends the Bishop's for their civic efforts,

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

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for the Hastings Police Department as designated; and
3. That the appropriate budget adjustments be made.

Adopted this 16th day of October, 2023,

Mary D. Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: October 10, 2023

Item: Accept a Donation from James and Shirley Ditlevson

Council Action Requested: Council is asked to accept a donation in the amount of \$50.00, made to the fire department, and to adjust the fire donation account #213-210-2100-5815 in the same amount.

Background Information: James and Shirley Ditlevson have made this donation, based on the exceptional and outstanding service they received by Fire Marshal Al Storlie and Fire Inspector Jamie Stevens, to be used towards the current needs of the fire department and ambulance service.

Financial Impact: Increase fire donation account by \$50.00

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachment: Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 10- -23

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
DONATIONS TO THE HASTINGS FIRE DEPARTMENT**

WHEREAS, James and Shirley Ditlevson made a donation to be designated to the fire department; and

WHEREAS, the City Council is appreciative of the donation and commends James and Shirley Ditlevson for their civic efforts,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings, Minnesota; That the donation is accepted and acknowledged with gratitude; and

Adopted this 16th day of October, 2023.

Mary D. Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: John Caven – Assistant City Engineer
Date: October 9, 2023
Item: Approve Final Payment – 2023 Mill & Overlay Program

COUNCIL ACTION REQUESTED

Council is requested to adopt the attached resolution approving final payment to Park Construction on the 2023 Mill & Overlay Program.

BACKGROUND INFORMATION

The project work and punchlist was completed on September 14, 2023.

FINANCIAL IMPACT

The budget for the mill and overlay program is \$700,000 between State Aid and Local street segments. The final construction cost, including material testing, is \$671,500 which is 4% less than the allowable budget. State Aid funding accounted for \$200,000 and local funding accounted for the remaining balance, all within budget.

STAFF RECOMMENDATION

Staff is recommending that the City Council adopt the attached resolution approving final payment for the project.

CITY OF HASTINGS

VIII-04

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION ACCEPTING WORK AND ORDERING FINAL PAYMENT
FOR PROJECT 2023 MILL & OVERLAY PROGRAM**

WHEREAS, pursuant to a written contract signed with the City of Hastings on April 17, 2023, Park Construction has satisfactorily completed the 2023 Mill & Overlay 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 \$16,580.05 on the above said project for such contracts, taking the contractor receipt in full.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 16TH DAY OF OCTOBER, 2023.

Ayes:

Nays:

ATTEST:

Kelly Murtaugh, City Clerk

Mary Fasbender, Mayor

SEAL



**City of Hastings
Pay Voucher**

Vendor #: 000340
 Vendor name: PARK CONSTRUCTION
 Remittance Address: 1481 81ST AVE NE
MPLS, MN 55432

Date: 10/9/2023
 Department: ENG
 Ordered by: ENG/JOHN CAVEN
 Authorized by: _____
 (Signature Required)

APPROVED
rstempski , 10/10/2023, 8:45:33 AM

Invoice #	Project #	Inv Date	Description (40 Characters)	Invoice Sub Total	Invoice Grand Total	Account #
3		10/1	2023 MILL & OVERLAY PAY EST #3	16,580.05	16,580.05	101-301-3200-6590
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Voucher Total:					16,580.05	

Signed: _____
 City Administrator (over \$5,000)

IN BUDGET:	YES	<input checked="" type="checkbox"/>
	NO	<input type="checkbox"/>

Request For Payment

VIII-04

Date: September 30, 2023
Project: 2023 Mill & Overlay Program
Contractor: Park Construction
Request Number: 3
Payment Period: 7/1/23 - 9/30/23

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED			
			Quantity	Unit Price	Amount	This Period		To Date	
						Quantity	Amount	Quantity	Amount
BASE BID									
1	MOBILIZATION	LS	1	\$37,940.18	\$ 37,940.18		\$0.00	1.0	\$37,940.18
2	CLEARING	EA	4	\$656.50	\$ 2,626.00		\$0.00	4	\$2,626.00
3	GRUBBING	EA	11	\$252.50	\$ 2,777.50		\$0.00	11	\$2,777.50
4	REMOVE CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	1,891	\$11.67	\$ 22,067.97	27	\$315.09	1,784	\$20,819.28
5	SAWCUT BITUMINOUS (2")	LF	1,118	\$1.37	\$ 1,531.66		\$0.00	1,118	\$1,531.66
6	REMOVE CONCRETE SIDEWALK/DRIVEWAY PAVEMENT	SY	221.2	\$30.34	\$ 6,711.21		\$0.00	225.9	\$6,853.81
7	REMOVE BIT PAVEMENT	SY	257	\$16.34	\$ 4,199.38		\$0.00	259.4	\$4,238.60
8	MILL BITUMINOUS PAVEMENT (2")	SY	39,683	\$1.38	\$ 54,762.54		\$0.00	39,683	\$54,762.54
9	JOINT ADHESIVE	LF	33,238	\$0.71	\$ 23,598.98		\$0.00	28,360	\$20,135.60
10	BIT MATERIAL FOR TACK COAT	GAL	3,967	\$2.30	\$ 9,124.10		\$0.00	1,745	\$4,013.50
11	BIT WEAR COURSE MIX SPWEB340B	TON	4,806	\$62.98	\$ 302,681.88		\$0.00	4,550.85	\$286,612.53
12	BIT NON WEAR COURSE MIX SPNWB330B	TON	242	\$87.24	\$ 21,112.08		\$0.00		\$0.00
13	BIT WEAR COURSE MIX SPWEA240B (TRAIL)	TON	25	\$159.22	\$ 3,980.50		\$0.00	25	\$3,980.50
14	BIT NON WEAR COURSE MIX SPNWB230B (TRAIL)	TON	25	\$156.63	\$ 3,915.75		\$0.00	10.27	\$1,608.59
15	ADJUST EXISTING GATE VALVES	EA	29	\$61.03	\$ 1,769.87		\$0.00	1	\$61.03
16	REPLACE GATE VALVE BOX SECTION	EA	1	\$678.24	\$ 678.24		\$0.00		\$0.00
17	ADJUST RINGS & CASTING - CATCH BASIN (REINSTALL CASTING)	EA	5	\$336.62	\$ 1,683.10		\$0.00	7	\$2,356.34
18	ADJUST RINGS & CASTING - CATCH BASIN (NEW CASTING)	EA	1	\$1,497.32	\$ 1,497.32		\$0.00		\$0.00
19	ADJUST RINGS & CASTING - MANHOLE (REINSTALL CASTING)	EA	1	\$950.62	\$ 950.62		\$0.00		\$0.00
20	ADJUST CASTINGS	EA	38	\$248.45	\$ 9,441.10		\$0.00	2	\$496.90
21	MORTAR RINGS	EA	62	\$137.35	\$ 8,515.70		\$0.00	62	\$8,515.70
22	CHIMNEY SEAL	EA	9	\$291.23	\$ 2,621.07		\$0.00	7	\$2,038.61
23	4" CONCRETE SIDEWALK	SF	1,500	\$8.87	\$ 13,305.00	47.9	\$424.87	1,580.6	\$14,019.92
24	6" CONCRETE SIDEWALK	SF	919	\$16.88	\$ 15,512.72	12.5	\$211.00	1,010.6	\$17,058.93
25	B618 CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	1,891	\$38.55	\$ 72,898.05	27	\$1,040.85	1,784	\$68,773.20
26	TRUNCATED DOMES, CAST IRON	SF	156	\$61.21	\$ 9,548.76		\$0.00	134	\$8,202.14
27	TRAFFIC CONTROL	LS	1	\$6,565.00	\$ 6,565.00		\$0.00	1.0	\$6,565.00
28	EROSION & SEDIMENT CONTROL	LS	1	\$17,451.70	\$ 17,451.70		\$0.00	1.0	\$17,451.70
29	SEEDING, BLOWN COMPOST	SY	1,343	\$10.11	\$ 13,577.73		\$0.00	1,455	\$14,710.05
30	4" SOLID LINE - PAINT	LF	5,407	\$0.28	\$ 1,513.96		\$0.00	5,334	\$1,493.52
31	12" SOLID LINE - PAINT	LF	154	\$1.52	\$ 234.08		\$0.00	156	\$237.12
32	24" SOLID LINE - PAINT	LF	68	\$3.03	\$ 206.04		\$0.00	57	\$172.71
33	PAVT MESSAGE (LEFT ARROW) - PAINT	SF	16.5	\$10.10	\$ 166.65		\$0.00	16.5	\$166.65
34	PAVT MESSAGE (RIGHT ARROW) - PAINT	SF	16.5	\$10.10	\$ 166.65		\$0.00	16.5	\$166.65

ALTERNATE BID								
35	MOBILIZATION	LS	1	\$11,812.08	\$ 11,812.08	\$0.00	1.0	\$11,812.08
36	REMOVE CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	113	\$15.50	\$ 1,751.50	\$0.00	113	\$1,751.50
37	SAWCUT BITUMINOUS (2")	LF	116	\$1.37	\$ 158.92	\$0.00	116	\$158.92
38	MILL BITUMINOUS PAVEMENT (2")	SY	1,903	\$2.07	\$ 3,939.21	\$0.00	1,903	\$3,939.21
39	JOINT ADHESIVE	LF	1,997	\$1.02	\$ 2,036.94	\$0.00	1,997	\$2,036.94
40	BIT MATERIAL FOR TACK COAT	GAL	191	\$2.59	\$ 494.69	\$0.00	80	\$207.20
41	BIT WEAR COURSE MIX SPWEB340B	TON	231	\$72.49	\$ 16,745.19	\$0.00	210	\$15,222.90
42	BIT NON WEAR COURSE MIX SPNWB330B	TON	12	\$87.24	\$ 1,046.88	\$0.00		\$0.00
43	ADJUST CASTINGS	EA	1	\$307.68	\$ 307.68	\$0.00		\$0.00
44	MORTAR RINGS	EA	3	\$163.68	\$ 491.04	\$0.00	3	\$491.04
45	B618 CONCRETE CURB & GUTTER (FOR SPOT REPLACEMENT)	LF	113	\$54.03	\$ 6,105.39	\$0.00	114	\$6,159.42
46	TRAFFIC CONTROL	LS	1	\$505.00	\$ 505.00	\$0.00	1.0	\$505.00
47	EROSION & SEDIMENT CONTROL	LS	1	\$1,283.76	\$ 1,283.76	\$0.00	1.0	\$1,283.76
48	SEEDING, BLOWN COMPOST	SY	57	\$28.34	\$ 1,615.38	\$0.00	57	\$1,615.38

BID TOTAL: \$ 723,626.75

SUB TOTAL:

\$1,991.81

\$655,569.81

CITY OF HASTINGS
2023 Mill & Overlay Program
Payment Summary
7/1/23 through 9/30/23

PROJECTS:	This Period	Total to Date
2023 Mill & Overlay Program	\$1,991.81	\$655,569.81
TOTAL WORK COMPLETED TO DATE:	\$1,991.81	\$655,569.81

Application for Payment Number: 3

Contractor: Park Construction
1481 81st Ave NE
Minneapolis, MN 55432

Don Hall

Digitally signed by Don Hall
DN: C=US,
E=dhall@parkconstructionco.com,
O=Park Construction Company,
CN=Don Hall
Date: 2023.10.03 10:22:10-05'00'

Contractor

Date

Engineer

Date

Approved by Owner

Date

John Cave

10-4-23

PAYMENT SUMMARY:

Pay Estimate Number	Period	Retainage	Payment
1	5/1/23 - 5/31/23	\$0.00	\$214,934.94
2	6/1/23 - 6/30/23	\$14,588.23	\$424,054.82
3	7/1/23 - 9/30/23	\$0.00	\$16,580.05
TOTALS TO DATE:		\$14,588.23	\$655,569.81

Total Completed to Date:	\$655,569.81
Less Retainage:	\$0.00
Less Previous Payment:	\$638,989.76
Total Amount Due:	\$16,580.05



**City of Hastings
Pay Voucher**

Vendor #: 001254
 Vendor name: BCM CONSTRUCTION
 Remittance Address: 15760 ACORN TRAIL
FARIBAULT, MN 55021

Date: 10/10/2023
 Department: ENG
 Ordered by: ENG
 Authorized by: APPROVED
rstempski , 10/10/2023, 10:29:38 AM
 (Signature Required)

Invoice #	Project #	Inv Date	Description (40 Characters)	Invoice Sub Total	Invoice Grand Total	Account #
5	99	10/1	2023-1 NEIGHBORHOOD PROJECT	492,420.91	492,420.91	483-300-3630-6590
			PA Y ESTIMATE #5		-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Voucher Total:					492,420.91	

Signed: _____
 City Administrator (over \$5,000)

IN BUDGET:	YES	<input checked="" type="checkbox"/>
	NO	<input type="checkbox"/>

Request For Payment

VIII-05

Date: 9/30/2023

Project: 2023 Neighborhood Infrastructure Improvements

Contractor: BCM Construction Inc.

Request Number: 5

Payment Period: 9/1/2023 - 9/30/2023

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Payments		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #5 Quantity	Amount
1	CLEARING	TREE	14	\$ 650.00	\$ 9,100.00	17	\$ 11,050.00	17	\$ 11,050.00		\$ -
2	GRUBBING	TREE	15	\$ 315.00	\$ 4,725.00	19	\$ 5,985.00	19	\$ 5,985.00		\$ -
3	REMOVE EXISTING GATE VALVE	EA	25	\$ 200.00	\$ 5,000.00	25	\$ 5,000.00	25	\$ 5,000.00		\$ -
4	REMOVE EXISTING HYDRANT & GATE VALVE	EA	4	\$ 515.00	\$ 2,060.00	4	\$ 2,060.00	4	\$ 2,060.00		\$ -
5	REMOVE EXISTING STORM SEWER STRUCTURE (ALL DEPTHS & SIZES)	EA	60	\$ 415.00	\$ 24,900.00	61	\$ 25,315.00	61	\$ 25,315.00		\$ -
6	REMOVE EXISTING SANITARY MANHOLE	EA	4	\$ 350.00	\$ 1,400.00	4	\$ 1,400.00	4	\$ 1,400.00		\$ -
7	REMOVE EXISTING CONCRETE PEDESTRIAN RAMP	EA	39	\$ 170.00	\$ 6,630.00	39	\$ 6,630.00	39	\$ 6,630.00		\$ -
8	SALVAGE AND REINSTALL MAIL BOX	EA	7	\$ 185.00	\$ 1,295.00	7	\$ 1,295.00		\$ -	7	\$ 1,295.00
9	INSTALL MAIL BOX	EA	3	\$ 185.00	\$ 555.00	3	\$ 555.00		\$ -	3	\$ 555.00
10	SAWCUT EXISTING BITUMINOUS PAVEMENT	LF	750	\$ 4.00	\$ 3,000.00	750	\$ 3,000.00		\$ -	750	\$ 3,000.00
11	SAWCUT EXISTING CONCRETE PAVEMENT	LF	50	\$ 8.00	\$ 400.00	50	\$ 400.00		\$ -	50	\$ 400.00
12	REMOVE CONCRETE CURB & GUTTER	LF	10670	\$ 3.60	\$ 38,412.00	10670	\$ 38,412.00	10670	\$ 38,412.00		\$ -
13	REMOVE EXISTING STORM SEWER PIPE (ALL DEPTHS & SIZES)	LF	1358	\$ 8.50	\$ 11,543.00	1358	\$ 11,543.00	1358	\$ 11,543.00		\$ -
14	REMOVE EXISTING SANITARY SEWER PIPE (ALL DEPTHS & SIZES)	LF	80	\$ 8.50	\$ 680.00	80	\$ 680.00	80	\$ 680.00		\$ -
15	SAND FILL AND ABANDON WATER MAIN	LF	800	\$ 7.00	\$ 5,600.00	396	\$ 2,772.00	396	\$ 2,772.00		\$ -
16	REMOVE EXISTING WATER MAIN (ALL DEPTHS & SIZES)	LF	243	\$ 14.00	\$ 3,402.00	243	\$ 3,402.00	243	\$ 3,402.00		\$ -
17	REMOVE CONCRETE SIDEWALK	SY	2100	\$ 9.00	\$ 18,900.00	2122	\$ 19,098.00	2122	\$ 19,098.00		\$ -
18	REMOVE CONCRETE DRIVEWAY	SY	469	\$ 9.00	\$ 4,221.00	469	\$ 4,221.00	380	\$ 3,420.00	89	\$ 801.00
19	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	60	\$ 11.00	\$ 660.00	82	\$ 902.00		\$ -	82	\$ 902.00
20	REMOVE BITUMINOUS PAVEMENT	SY	25450	\$ 0.80	\$ 20,360.00	25450	\$ 20,360.00	25450	\$ 20,360.00		\$ -
21	REMOVE MAIL BOX SPECIAL	EA	2	\$ 350.00	\$ 700.00	2	\$ 700.00		\$ -	2	\$ 700.00
22	SUBGRADE PREPARATION OF RECLAIMED SURFACE	SY	11140	\$ 1.10	\$ 12,254.00	11140	\$ 12,254.00	6850	\$ 7,535.00	4290	\$ 4,719.00
23	COMMON EXCAVATION (EV)	CY	6330	\$ 19.75	\$ 125,017.50	6330	\$ 125,017.50	6330	\$ 125,017.50		\$ -
24	COMMON EXCAVATION TRAIL (EV)	CY	1040	\$ 17.00	\$ 17,680.00	1040	\$ 17,680.00	890	\$ 15,130.00	150	\$ 2,550.00
25	HAUL EXCESS RECLAIM MATERIAL (LV)	CY	1014	\$ 9.50	\$ 9,633.00	1014	\$ 9,633.00	656	\$ 6,232.00	358	\$ 3,401.00
26	SUBGRADE CORRECTION (EV)	CY	1650	\$ 6.50	\$ 10,725.00	931	\$ 6,051.50	886	\$ 5,759.00	45	\$ 292.50
27	CRUSHED ROCK BORROW MATERIAL (LV)	CY	1650	\$ 15.60	\$ 25,740.00	317	\$ 4,945.20	317	\$ 4,945.20		\$ -
28	GRANULAR PIPE BEDDING (LV)	CY	50	\$ 30.00	\$ 1,500.00		\$ -		\$ -		\$ -
29	SALVAGE AGGREGATE FROM STOCKPILE (MILLINGS)	CY	50	\$ 25.00	\$ 1,250.00	10	\$ 250.00		\$ -	10	\$ 250.00
30	AGGREGATE BASE CLASS 5 (STREET)	TON	10511	\$ 12.75	\$ 134,015.25	11278	\$ 143,794.50	11233	\$ 143,220.75	45	\$ 573.75
31	AGGREGATE BASE CLASS 5 (TRAIL OR WALK)	TON	1281	\$ 21.00	\$ 26,901.00	1281	\$ 26,901.00	1100	\$ 23,100.00	181	\$ 3,801.00
32	BIT JOINT SAWING AND SEALING	LF	6780	\$ 4.20	\$ 28,476.00		\$ -		\$ -		\$ -
33	JOINT ADHESIVE	LF	17065	\$ 0.80	\$ 13,652.00		\$ -		\$ -		\$ -
34	FULL DEPTH PAVEMENT RECLAMATION - 8-10 INCHES	SY	11140	\$ 3.25	\$ 36,205.00	11140	\$ 36,205.00	11140	\$ 36,205.00		\$ -
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	5264	\$ 5.25	\$ 27,636.00	225	\$ 1,181.25		\$ -	225	\$ 1,181.25
36	BITUMINOUS DRIVEWAY SPWEB240B/SPNW230B	SY	60	\$ 63.00	\$ 3,780.00	264	\$ 16,632.00		\$ -	264	\$ 16,632.00
37	BITUMINOUS WEAR COURSE MIX SPWEB340C (STREET)	TON	3847	\$ 78.50	\$ 301,989.50		\$ -		\$ -		\$ -
38	BITUMINOUS NON WEAR COURSE MIX SPNWB330C (STREET)	TON	6370	\$ 78.50	\$ 500,045.00	6621	\$ 519,748.50	5143	\$ 403,725.50	1478	\$ 116,023.00
39	BITUMINOUS WEAR COURSE MIX: SPWEB340B (TRAIL)	TON	755	\$ 84.00	\$ 63,420.00	753	\$ 63,252.00		\$ -	753	\$ 63,252.00
40	12" RCP DES 3006 CL III	LF	58	\$ 127.00	\$ 7,366.00	58	\$ 7,366.00	58	\$ 7,366.00		\$ -
41	15" RCP DES 3006 CL III	LF	1911	\$ 84.50	\$ 161,479.50	1933	\$ 163,338.50	1933	\$ 163,338.50		\$ -
42	18" RCP DES 3006 CL III	LF	111	\$ 101.00	\$ 11,211.00	111	\$ 11,211.00	111	\$ 11,211.00		\$ -
43	21" RCP DES 3006 CL III	LF	15	\$ 108.00	\$ 1,620.00	15	\$ 1,620.00	15	\$ 1,620.00		\$ -
44	CONNECT TO EXISTING STORM SEWER STRUCTURE	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00		\$ -
45	CONNECT TO EXISTING STORM SEWER	EA	29	\$ 400.00	\$ 11,600.00	31	\$ 12,400.00	31	\$ 12,400.00		\$ -
46	CONST DRAINAGE STRUCTURE 24" X 36"	EA	40	\$ 3,350.00	\$ 134,000.00	42	\$ 140,700.00	42	\$ 140,700.00		\$ -

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Payments		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #5 Quantity	Amount
47	CONST DRAINAGE STRUCTURE 4020 48" DIA	EA	20	\$ 4,150.00	\$ 83,000.00	22	\$ 91,300.00	22	\$ 91,300.00		\$ -
48	REPLACE EXISTING STORM SEWER CASTING SPECIAL	EA	8	\$ 1,350.00	\$ 10,800.00	8	\$ 10,800.00		\$ -	8	\$ 10,800.00
49	ADJUST FRAME RING AND CASTING (SPECIAL)	EA	21	\$ 700.00	\$ 14,700.00	13	\$ 9,100.00		\$ -	13	\$ 9,100.00
50	HYDRODYNAMIC SEPARATOR	EA	3	\$ 18,200.00	\$ 54,600.00	3	\$ 54,600.00	3	\$ 54,600.00		\$ -
51	GEOTEXTILE FILTER MATERIAL TYPE IV	SY	50	\$ 5.00	\$ 250.00		\$ -		\$ -		\$ -
52	4" CONCRETE SIDEWALK	SF	2750	\$ 7.30	\$ 20,075.00	2446	\$ 17,855.80	1413	\$ 10,314.90	1033	\$ 7,540.90
53	6" CONCRETE SIDEWALK	SF	390	\$ 9.40	\$ 3,666.00	758	\$ 7,125.20	335	\$ 3,149.00	423	\$ 3,976.20
54	B618 CONCRETE CURB & GUTTER	LF	10920	\$ 19.60	\$ 214,032.00	10966	\$ 214,933.60	7699	\$ 150,900.40	3267	\$ 64,033.20
55	CONCRETE VALLEY GUTTER	LF	400	\$ 37.00	\$ 14,800.00	408	\$ 15,096.00		\$ -	408	\$ 15,096.00
56	REMOVE & REPLACE EXISTING CURB & GUTTER (ALL TYPES & SIZES)	LF	1485	\$ 31.25	\$ 46,406.25	1827	\$ 57,093.75	909	\$ 28,406.25	918	\$ 28,687.50
57	6" CONCRETE DRIVEWAY PAVEMENT	SY	530	\$ 67.00	\$ 35,510.00	373	\$ 24,991.00	155	\$ 10,385.00	218	\$ 14,606.00
58	CONCRETE PEDESTRIAN RAMP	EA	44	\$ 2,150.00	\$ 94,600.00	47	\$ 101,050.00	13	\$ 27,950.00	34	\$ 73,100.00
59	TRAFFIC CONTROL	LS	1	\$ 12,600.00	\$ 12,600.00	1	\$ 12,600.00	1	\$ 6,300.00	0.5	\$ 6,300.00
60	ROCK CONSTRUCTION EXIT	EA	7	\$ 700.00	\$ 4,900.00		\$ -		\$ -		\$ -
61	STORM DRAIN INLET PROTECTION	EA	65	\$ 125.00	\$ 8,125.00	65	\$ 8,125.00	65	\$ 8,125.00		\$ -
62	SILT FENCE, TYPE MS	LF	250	\$ 5.00	\$ 1,250.00		\$ -		\$ -		\$ -
63	FLOTATION SILT CURTAIN, TYPE MOVING WATER	LF	50	\$ 25.00	\$ 1,250.00	50	\$ 1,250.00	50	\$ 1,250.00		\$ -
64	EROSION & SEDIMENT CONTROL	LS	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1	\$ 4,500.00		\$ -
65	LOAM TOPSOIL BORROW (LV)	CY	1550	\$ 25.00	\$ 38,750.00	837	\$ 20,925.00		\$ -	837	\$ 20,925.00
66	EROSION CONTROL BLANKETS CATEGORY 4	SY	50	\$ 4.20	\$ 210.00		\$ -		\$ -		\$ -
67	SEEDING, BLOWN COMPOST	SY	12025	\$ 5.50	\$ 66,137.50		\$ -		\$ -		\$ -
68	PAVEMENT MESSAGE PAINT (RIGHT OR LEFT ARROW)	EA	4	\$ 84.00	\$ 336.00		\$ -		\$ -		\$ -
69	4" SOLID LINE PAINT	LF	10850	\$ 0.20	\$ 2,170.00		\$ -		\$ -		\$ -
70	12" SOLID LINE PAINT	LF	80	\$ 12.00	\$ 960.00		\$ -		\$ -		\$ -
71	4" BROKEN LINE PAINT	LF	1040	\$ 0.20	\$ 208.00		\$ -		\$ -		\$ -
72	CROSSWALK PAINT	SF	108	\$ 9.50	\$ 1,026.00		\$ -		\$ -		\$ -
73	TEMPORARY BYPASS PUMPING	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00		\$ -
74	CONNECT TO EXISTING SANITARY SEWER STRUCTURE	EA	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	1	\$ 1,300.00		\$ -
75	CONNECT TO EXISTING SANITARY SEWER	EA	1	\$ 980.00	\$ 980.00	1	\$ 980.00	1	\$ 980.00		\$ -
76	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	10	\$ 500.00	\$ 5,000.00	10	\$ 5,000.00	10	\$ 5,000.00		\$ -
77	4" ON 8" PVC WYE	EA	10	\$ 340.00	\$ 3,400.00	10	\$ 3,400.00	10	\$ 3,400.00		\$ -
78	4" PVC SDR 26 (FOR SERVICES)	LF	330	\$ 48.00	\$ 15,840.00	275	\$ 13,200.00	275	\$ 13,200.00		\$ -
79	8" PVC SDR 35	LF	658	\$ 59.00	\$ 38,822.00	658	\$ 38,822.00	658	\$ 38,822.00		\$ -
80	10" PVC SDR 35	LF	306	\$ 72.00	\$ 22,032.00	306	\$ 22,032.00	306	\$ 22,032.00		\$ -
81	8" DIP SANITARY SEWER (ALL DEPTHS)	LF	20	\$ 180.00	\$ 3,600.00	20	\$ 3,600.00	20	\$ 3,600.00		\$ -
82	CONSTRUCT 8" OUTSIDE DROP	LF	4	\$ 1,200.00	\$ 4,800.00	4	\$ 4,800.00	4	\$ 4,800.00		\$ -
83	TELEWISE SANITARY SEWER	LF	964	\$ 4.00	\$ 3,856.00		\$ -		\$ -		\$ -
84	REPLACE EXISTING SANITARY SEWER CASTING	EA	4	\$ 1,100.00	\$ 4,400.00	4	\$ 4,400.00		\$ -	4	\$ 4,400.00
85	48" DIA. SSMH	EA	5	\$ 6,000.00	\$ 30,000.00	5	\$ 30,000.00	5	\$ 30,000.00		\$ -
86	EXTRA DEPTH MH 10'+	LF	3	\$ 420.00	\$ 1,260.00	3	\$ 1,260.00	3	\$ 1,260.00		\$ -
87	CONNECT TO EXISTING WATERMAIN	EA	18	\$ 900.00	\$ 16,200.00	19	\$ 17,100.00	19	\$ 17,100.00		\$ -
88	CONNECT TO EXISTING WATER SERVICE	EA	11	\$ 300.00	\$ 3,300.00	11	\$ 3,300.00	11	\$ 3,300.00		\$ -
89	1" CORP STOP	EA	10	\$ 550.00	\$ 5,500.00	10	\$ 5,500.00	10	\$ 5,500.00		\$ -
90	2" CORP STOP	EA	1	\$ 880.00	\$ 880.00	1	\$ 880.00	1	\$ 880.00		\$ -
91	1" CURB STOP AND BOX	EA	10	\$ 600.00	\$ 6,000.00	10	\$ 6,000.00	10	\$ 6,000.00		\$ -
92	2" CURB STOP AND BOX	EA	1	\$ 1,060.00	\$ 1,060.00	1	\$ 1,060.00	1	\$ 1,060.00		\$ -
93	HYDRANT 7.5' BURY W/GATE VALVE	EA	5	\$ 8,400.00	\$ 42,000.00	5	\$ 42,000.00	5	\$ 42,000.00		\$ -
94	REPLACE EXISTING GATE VALVE BOX	EA	7	\$ 750.00	\$ 5,250.00	6	\$ 4,500.00	6	\$ 4,500.00		\$ -
95	CURB STOP COVER CASTING	EA	3	\$ 360.00	\$ 1,080.00		\$ -		\$ -		\$ -
96	ADJUST GATE VALVE SPECIAL - BOLT REPLACEMENT	EA	7	\$ 1,650.00	\$ 11,550.00	6	\$ 9,900.00	6	\$ 9,900.00		\$ -
97	ADJUST EXISTING GATE VALVE BOX	EA	24	\$ 160.00	\$ 3,840.00		\$ -		\$ -		\$ -
98	6" GATE VALVE & BOX	EA	15	\$ 2,225.00	\$ 33,375.00	15	\$ 33,375.00	15	\$ 33,375.00		\$ -
99	8" GATE VALVE & BOX	EA	7	\$ 3,050.00	\$ 21,350.00	8	\$ 24,400.00	8	\$ 24,400.00		\$ -
100	12" GATE VALVE & BOX	EA	2	\$ 5,350.00	\$ 10,700.00	2	\$ 10,700.00	2	\$ 10,700.00		\$ -
101	CURB STOP BOX REPAIR/EXTENSION	EA	1	\$ 650.00	\$ 650.00		\$ -		\$ -		\$ -
102	CONSTRUCT TEMPORARY WATERMAIN & SERVICES	LF	1850	\$ 6.75	\$ 12,487.50	3141	\$ 21,201.75	3141	\$ 21,201.75		\$ -

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL BID			COMPLETED					
			Quantity	Unit Price	Amount	Total To Date		Previous Payments		This Pay Period	
						Quantity	Amount	Quantity	Amount	Pay Estimate #5 Quantity	Amount
103	CURB STOP EXTRA DEPTH	LF	1	\$ 415.00	\$ 415.00		\$ -		\$ -		\$ -
104	1" TYPE K COPPER W/FITTINGS	LF	300	\$ 54.00	\$ 16,200.00	281	\$ 15,174.00	281	\$ 15,174.00		\$ -
105	2" HDPE (CTS) WATER SERVICE	LF	38	\$ 75.00	\$ 2,850.00	61	\$ 4,575.00	61	\$ 4,575.00		\$ -
106	6" C-900 PVC W/FITTINGS	LF	1460	\$ 56.00	\$ 81,760.00	1436	\$ 80,416.00	1436	\$ 80,416.00		\$ -
107	6" DIP W/FITTINGS	LF	70	\$ 120.00	\$ 8,400.00	150	\$ 18,000.00	150	\$ 18,000.00		\$ -
108	8" C-900 PVC W/FITTINGS	LF	2940	\$ 65.00	\$ 191,100.00	2940	\$ 191,100.00	2940	\$ 191,100.00		\$ -
109	12" C-900 PVC W/FITTINGS	LF	92	\$ 180.00	\$ 16,560.00	83	\$ 14,940.00	83	\$ 14,940.00		\$ -
110	2" INSULATION 4'X8' SHEET	SY	15	\$ 38.00	\$ 570.00		\$ -		\$ -		\$ -
111	REMOVE ORNAMENTAL METAL RAILING	LF	116	\$ 37.00	\$ 4,292.00	116	\$ 4,292.00		\$ -	116	\$ 4,292.00
112	REMOVE CONCRETE APPROACH PANELS	SF	180	\$ 48.00	\$ 8,640.00	180	\$ 8,640.00	180	\$ 8,640.00		\$ -
113	REMOVE CONCRETE SIDEWALK	SF	220	\$ 8.00	\$ 1,760.00	220	\$ 1,760.00	220	\$ 1,760.00		\$ -
114	SIDEWALK CONCRETE (3S52)	SF	878	\$ 59.00	\$ 51,802.00	878	\$ 51,802.00	878	\$ 51,802.00		\$ -
115	REINFORCEMENT BARS (EPOXY COATED)	LB	3315	\$ 3.15	\$ 10,442.25	3315	\$ 10,442.25	3315	\$ 10,442.25		\$ -
116	BRIDGE APPROACH PANELS	SY	45	\$ 800.00	\$ 36,000.00	45	\$ 36,000.00	45	\$ 36,000.00		\$ -
117	REMOVE CONCRETE BRIDGE DECK	SF	6	\$ 210.00	\$ 1,260.00	6	\$ 1,260.00	6	\$ 1,260.00		\$ -
118	REMOVE CONCRETE BRIDGE SIDEWALK	LF	115	\$ 28.00	\$ 3,220.00	115	\$ 3,220.00	115	\$ 3,220.00		\$ -
119	ANCHORAGES TYPE REINF BARS	EA	254	\$ 48.00	\$ 12,192.00	254	\$ 12,192.00	254	\$ 12,192.00		\$ -
120	RECONSTRUCT EXPANSION JOINT TYPE B	LF	7	\$ 1,575.00	\$ 11,025.00	3.5	\$ 5,512.50		\$ -	4	\$ 5,512.50
121	CONCRETE SURFACE REPAIR, TYPE 2	SF	6	\$ 210.00	\$ 1,260.00		\$ -		\$ -		\$ -
122	WIRE FENCE, DESIGN S-1 (VINYL COATED)	LF	111	\$ 260.00	\$ 28,860.00	114	\$ 29,640.00		\$ -	114	\$ 29,640.00

SUBTOTALS:	\$ 3,368,721.25	\$2,937,982.80	\$2,419,645.00	\$518,337.80
	ORIGINAL BID	TOTAL TO DATE	PREVIOUS PAYMENTS	CURRENT PERIOD

PROJECTS:

	This Period	Total to Date
2023-1 Neighborhood Infrastructure Improvements	\$518,337.80	\$2,937,982.80

**CITY OF HASTINGS
2023 Neighborhood Infrastructure Improvements
Payment Summary**

Pay Estimate Number	Period	Retainage*	Payment	Pay Period Total
1	5/1/2023 - 5/31/2023		\$412,385.00	\$412,385.00
2	6/1/2023 - 6/30/2023		\$663,034.95	\$663,034.95
3	7/1/2023 - 7/31/2023		\$578,940.10	\$578,940.10
4	8/1/2023 - 8/31/2023	\$38,264.25	\$727,020.70	\$765,284.95
5 (Current)	9/1/2023 - 9/30/2023	\$25,916.89	\$492,420.91	\$518,337.80
TOTALS TO DATE:		\$64,181.14	\$2,873,801.66	\$2,937,982.80

*A 5% retainage is withheld on all payments after total amount completed to date exceeds 50% of original bid

Total Completed to Date:	\$2,937,982.80
Less Retainage:	\$64,181.14
Less Previous Payment:	\$2,381,380.75
Total Amount Due:	\$492,420.91

Application for Payment Number: 5

Contractor: BCM Construction Inc.

Aaron Miller

Digitally signed by Aaron Miller
DN: C=US, E=aamiller@bcmgrading.com,
CN=Aaron Miller
Date: 2023.10.06 10:03:41-05'00'

Contractor

10/6/23

Date

Engineer



10/6/23

Date

Approved by Owner

Date



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: John Caven
Date: October 9, 2023
Item: Utility Abandonment Agreement: 1801 Chantry Tr

Council Action Requested:

The City Council is requested to approve the enclosed Utility Abandonment Agreement for 1801 Chantry Trail.

Background Information:

Gregory and Deborah Wagner are currently building one single family home on two combined parcels located at Lots 3-4, Block 1, Wallin 14th Addition. A water service and sanitary sewer service are stubbed to the property line for both Lots 3 and 4. The new construction will utilize the stub for Lot 4 leaving an unused set of services on Lot 3. It is City policy to remove the unused services to the main. A Utility Abandonment Agreement was alternatively signed to protect the newly constructed private road, Chantry Trail, from patchwork. The Agreement memorializes the Owners responsibility to undertake any work, at their expense, necessary in the future to repair or modify the unused water and sewer service lines. Any failure to undertake the work, at their expense, would allow the City to undertake the work and assess the cost against the property. The enclosed agreement imposes those obligations on the property owner.

Financial Impact:

There should be no financial impact to the City unless some repair or reconstruction work is required in the future and the property owners refuse to undertake that work, in which case, the City would undertake that work and assess those costs against the property.

Staff Recommendation:

Staff is recommending approval of the enclosed Utility Abandonment Agreement for 1801 Chantry Trail.

Attachments:

Utility Abandonment Agreement

UTILITY ABANDONMENT AGREEMENT

THIS UTILITY ABANDONMENT AGREEMENT (“Agreement”) is made, entered into and effective this 3 day of OCTOBER, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Gregory Wagner and Deborah Wagner, husband and wife (“Owner”).

RECITALS

WHEREAS, Owner is the fee owner of real property generally located at 1801 Chantrey Trail, Hastings, MN 55033 and legally described as follows:

Lots 3 and 4, Block 1, Wallin 14th Addition, Dakota County, Minnesota

Abstract Property

PIDs: 19-83243-01-030 and 19-83243-01-040

WHEREAS, Owner purchased Lots 3 and 4, Block 1, Wallin 14th Addition, (which shall be individually referred to as “Lot 3” or “Lot 4,” but collectively as “the Property”), for the purpose of constructing one residential structure upon the Property; and

WHEREAS, Lot 3 and Lot 4 each had a dedicated Water Service Line and dedicated Sewer Service Line, designed and installed to service each lot; and

WHEREAS, Owner intends to utilize the Water Service Line and Sewer Service Line for Lot 4 to serve the Property; and

WHEREAS, municipal regulations require Owner to disconnect, at its expense, any

unused Water Service Line and Sewer Service Line from the water main and sanitary sewer main;
and

WHEREAS, failure to disconnect a Water Service Line and Sewer Service Line may lead to conditions requiring corrective action in the future which may include, but are not limited to, leaking pipes, surface settlement resulting from broken pipes, or interference with other construction projects; and

WHEREAS, due to the potential damage to the recently constructed Chantry Trail, a private road, the City will not require the disconnection of the original Water Service Line and original Sewer Service Line for Lot 3 (hereinafter “Original Water Service Line” and “Original Sewer Service Line”); and

WHEREAS, City is willing to waive the requirement that Owner disconnect and remove the Original Water Service Line and Original Sewer Service Line completely, on the conditions that Owner, its successors and assigns agree: (1) if reasonably deemed necessary by City, to remove the Original Water Service Line and Original Sewer Service Line at its cost; (2) to repair and remedy any unwanted conditions caused by the Original Water Service Line and Original Sewer Service Line remaining connected and in place at its cost and to indemnify and hold harmless City for any resulting damage or claims; (3) that if Owner fails to perform removal or repair work in a timely manner, City may complete the needed work; and (4) that City may assess the cost of any such work against the Property as provided in this Agreement; and

WHEREAS, Owner understands that the conditions and potential problems which may result from the Original Water Service Line and Original Sewer Service Line remaining connected and in place are not certain and cannot be fully identified or described with certainty but Owner desires to assume all future responsibility and costs of correcting such conditions and damage.

NOW THEREFORE, in consideration of the City’s willingness to waive the current requirement that Owner disconnect and remove the Original Water Service Line and Original Sewer Service Line completely to the water main and sanitary sewer main, the parties make the following agreement:

- A. City waives the current requirement that Owner disconnect and remove the Original Water Service Line and Original Sewer Service Line (for Lot 3) completely to the main, subject to the conditions and requirements set forth herein and in the Recitals above.
- B. In the event there is leakage from the Original Water Service Line and Original Sewer Service Line or disturbance to the ground above the Original Water Service Line and Original Sewer Service Line that the City reasonably determines has been caused by a breakage or other issue with the Original Water Service Line and Original Sewer Service Line (a “Removal Event”), then, upon written demand by City, Owner at its cost shall disconnect and remove the Original Water Service Line and Original Sewer Service Line completely to the water main and sanitary sewer main and reasonably restore any disturbed areas to their original conditions. If Owner fails to perform the removal or repair work as

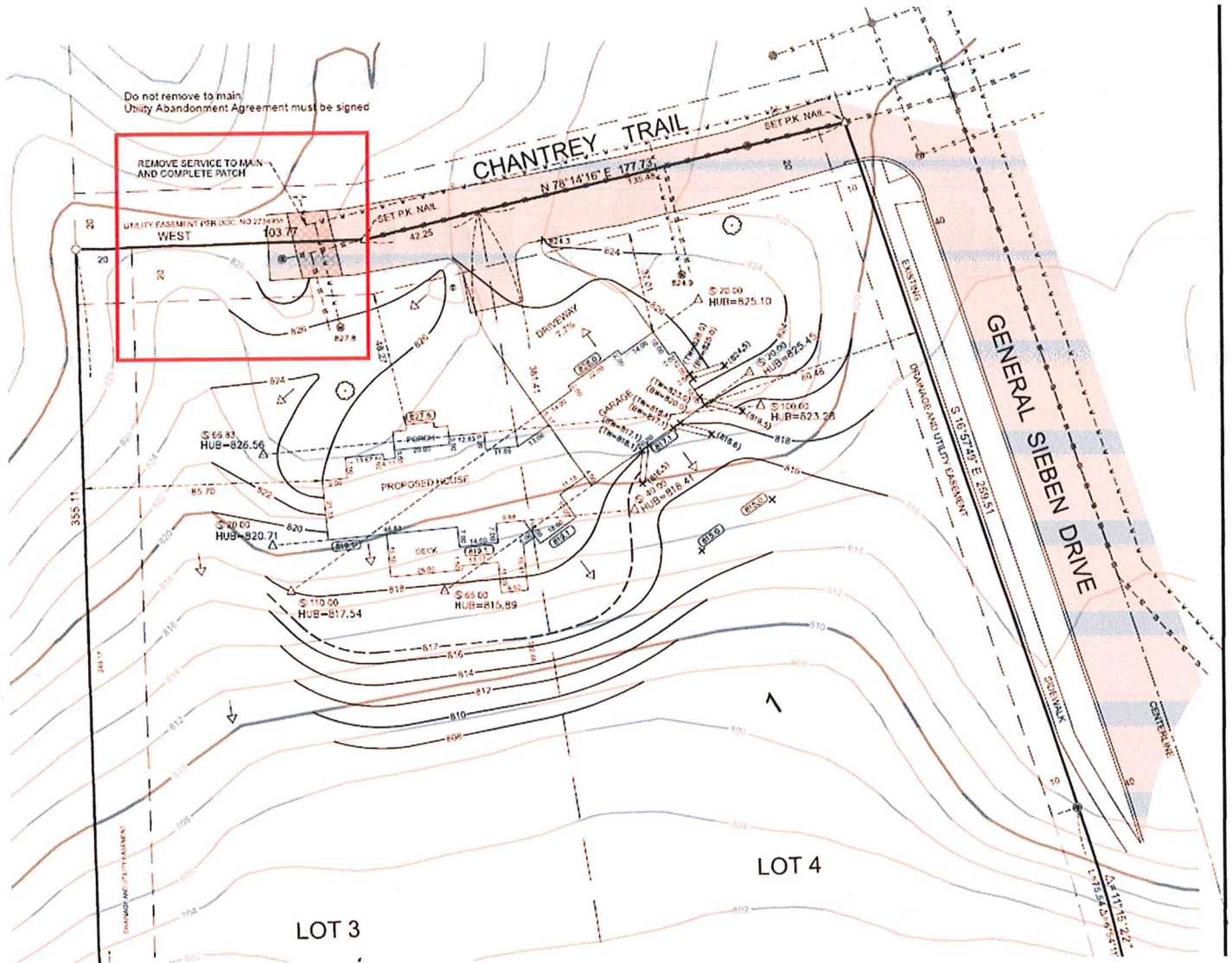
If to Owner:

Gregory Wagner and Deborah Wagner
10 Valley Lane
Hastings, MN 55033

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

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EXHIBIT A DEPICTION OF ORIGINAL WATER SERVICE LINE AND ORIGINAL SEWER SERVICE LINE





City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: October 16, 2023
Item: Authorize Signature: Permanent Sign Easement - Highway 55 Welcome Sign

Council Action Requested:

Authorize signature of the attached Permanent Sign Easement between Augustine Family Farm, LLC, and the City of Hastings for placement of a Welcome to Hastings monument sign near the south side of Highway 55 west of the Xcel Energy Substation. A simple majority is necessary for action.

Background:

Placement of a welcome sign on the west side of the City is a priority. The sign would be similar in design and slightly larger than the existing sign near downtown.

The agreement establishes a 40'x40' easement area for placement of the sign with maintenance responsibilities for the area assumed by the City. The site is located outside the city limits in Nininger Township. On August 15, 2023 the Town Board granted approval to place the sign as indicated in the easement agreement.

Financial Impact:

The City would be responsible for maintenance of the sign and surrounding easement area.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Location Map
- Sign Image
- Permanent Sign Easement

Note: This graphic is the property of Signarama. Any use or reproduction in any form is prohibited without written permission

PROPOSED SIGN



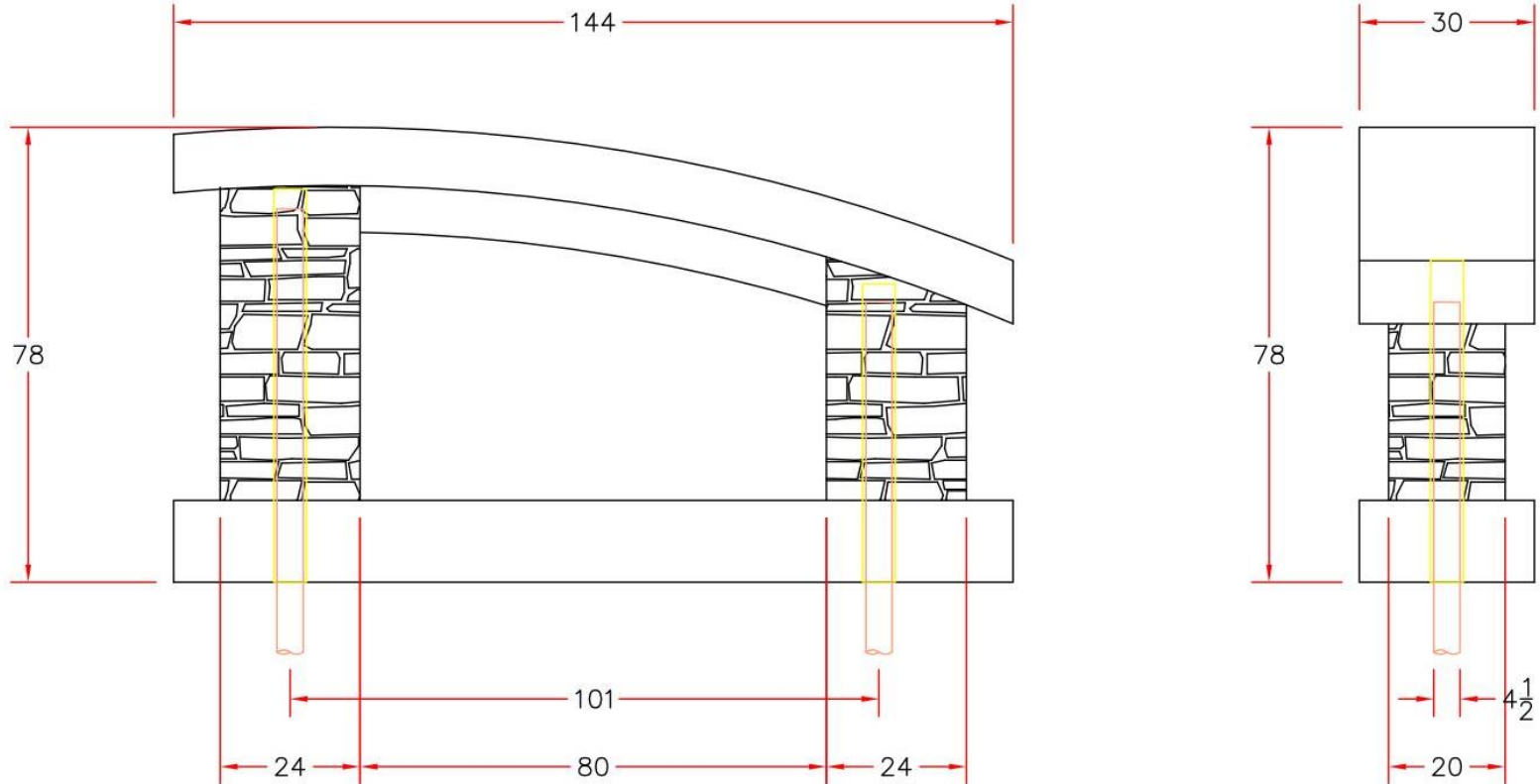
Approx. 18' x 12'

EXISTING SIGN



Approx. 12' x 7'

Note: This graphic is the property of Signarama. Any use or reproduction in any form is prohibited without written permission



Current Sign Dimensions

PERMANENT SIGN EASEMENT

THIS PERMANENT SIGN EASEMENT (“Easement”) is made, granted and conveyed this 9 day of October, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Augustine Family Farm LLC, a Minnesota limited liability company (“Augustine”).

PROPERTY DESCRIPTION

Augustine owns real property situated within Dakota County, Minnesota, legally described as follows on Exhibit A (the “Augustine Property”), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

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

A permanent easement (“Permanent Easement”) for a monument sign and all such purposes ancillary, incident or related thereto under, over, across, through and upon the Augustine Property. The Permanent Easement Area is legally described and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of a monument sign and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of

construction, maintenance, repair and replacement of a monument sign and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and all facilities and improvements ancillary, incident or related thereto; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the monument sign and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as City may deem appropriate relating to the purposes of the Permanent Easement.

If the City removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the monument sign, City shall restore the Permanent Easement Area to the satisfaction of Augustine, at its own expense.

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

Augustine and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions arising out of this Easement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Augustine and City, they shall be borne by each party in proportion to its own negligence.

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

When the Augustine Property is developed, City confirms that the existing property lines of the

Augustine Property and City's setbacks requirements therefrom are not modified due to the Easement or the Permanent Easement Area. In addition, when the Augustine Property is developed, City shall assist with review of landscaped buffering from the Permanent Easement Area.

Augustine, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Augustine Property and the Permanent Easement Area and has good right to grant and convey the Permanent Easement herein to the City. Augustine agrees to maintain the sight triangle to the sign, the area of which is depicted on Exhibit C, attached hereto and incorporated herein by reference, and shall not plant corn or other tall crops within the sight triangle.

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

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

[remainder of page intentionally left blank]

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

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender, Mayor

ATTEST:

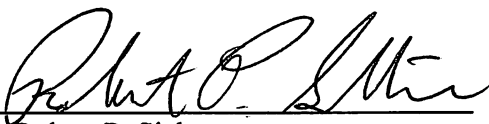
By: _____
Kelly Murtaugh, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

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

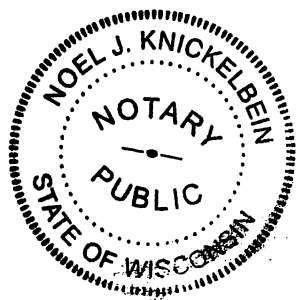
Notary Public

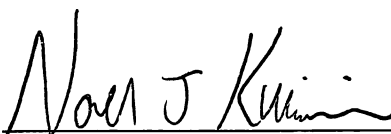
**AUGUSTINE:
AUGUSTINE FAMILY FARM LLC**

By: 
Robert P. Sieben
Its: President/General Manager

STATE OF Wisconsin ^{NK}
~~Minnesota~~
COUNTY OF Eau Claire) ss
~~Dakota~~ ^{NK}

The foregoing instrument was executed this 10 day of October, 2023, by Robert Sieben, the President/General Manager of Augustine Family Farm LLC, a Minnesota limited liability company, on behalf of said company..



 10/10/23
Notary Public
NOEL J Knickelbein
My commission expires 01-05-2027

**This instrument drafted by
and after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF AUGUSTINE PROPERTY

The following real property located in Section Thirty (30), Township One Hundred Fifteen (115) North, Range Seventeen (17) West, Dakota County, Minnesota, according to the Government Survey thereof:

The North One-half of the Southeast Quarter (N1/2 of SE1/4), EXCEPTING THEREFROM the East 495 feet thereof and EXCEPTING THEREFROM that part South and East of a line commencing at the Northwest corner of Outlot C of Sunset West; thence North on the West line of the Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4) 590.27 feet; thence North 89 degrees 27 minutes 02 seconds East 671.12 feet; thence South 78 degrees 02 minutes 49 seconds East 152.44 feet to a point on a line 603 feet South of the Southerly right of way of S.T.H. #55; thence East on said line to the East line of the Southeast Quarter and there terminating; and EXCEPT beginning at the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) 341.47 feet; thence North 356.57 feet; thence East 261.47 feet; thence North 233.27 feet; thence East 80 feet to the East line of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) on the East line 590.27 feet to the point of beginning.

(PID: 30-03000-014-80).(Abstract)

LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA
EXHIBIT B

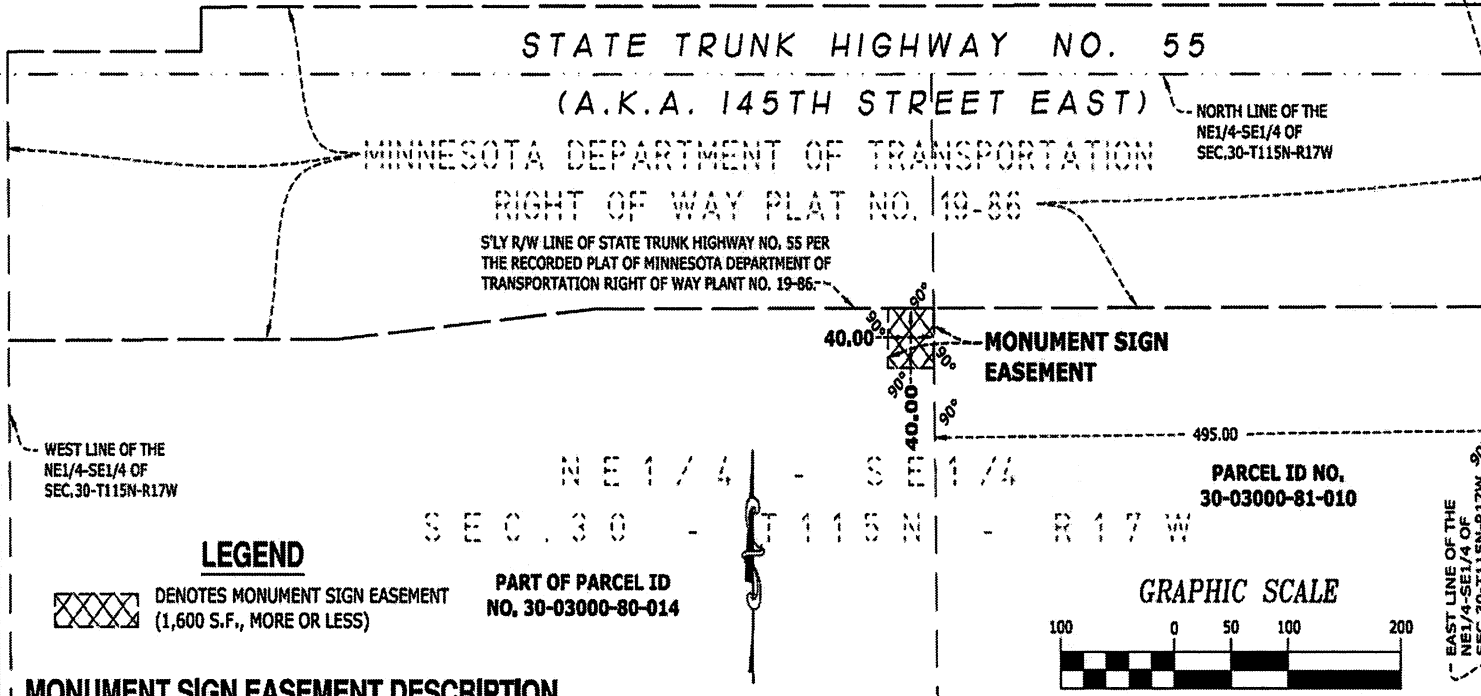
SKETCH AND DESCRIPTION

~for~ CITY OF HASTINGS
~of~ MONUMENT SIGN EASEMENT
FOR PARCEL ID NO. 30-03000-80-014

NOTES

- No field work was completed by E.G. Rud and Sons, Inc. at this time.
- Parcel ID Number: 30-03000-80-014.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

EAST 1/4 CORNER OF
SEC.30-T115N-R17W



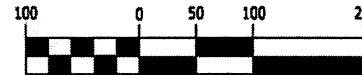
LEGEND



DENOTES MONUMENT SIGN EASEMENT
(1,600 S.F., MORE OR LESS)

PART OF PARCEL ID
NO. 30-03000-80-014

GRAPHIC SCALE



1 INCH = 100 FEET

MONUMENT SIGN EASEMENT DESCRIPTION

A perpetual easement for monument sign purposes over, under and across the east 40.00 feet of the north 40.00 feet of the following described parcel:

That part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 115 North, Range 17 West, Dakota County, Minnesota, which lies west of the east 495.00 feet thereof and south of the southerly right of way line of State Trunk Highway No. 55 per the recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-86, Dakota County, Minnesota.

SCALE: 1" = 100'	BEARING DATUM: County	JOB NO. 230950ED	DRAWN BY: JEN	CREW: N/A
I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.		DATE: 09-19-23	<p>E.G. RUD & SONS, INC. PROFESSIONAL LAND SURVEYORS 6776 LAKE DRIVE NE, SUITE 110 LINO LAKES, MINNESOTA 55014 TEL. (651) 361-8200 FAX (651) 361-8701 www.egrud.com</p>	
By: <i>Sam E. Hopier</i>		REVISIONS		
Minnesota License No. 25343		1		
Dated 19th day of September 2023.		2		
		3		
#	DATE	DESCRIPTION	BY	

B-1

C-1

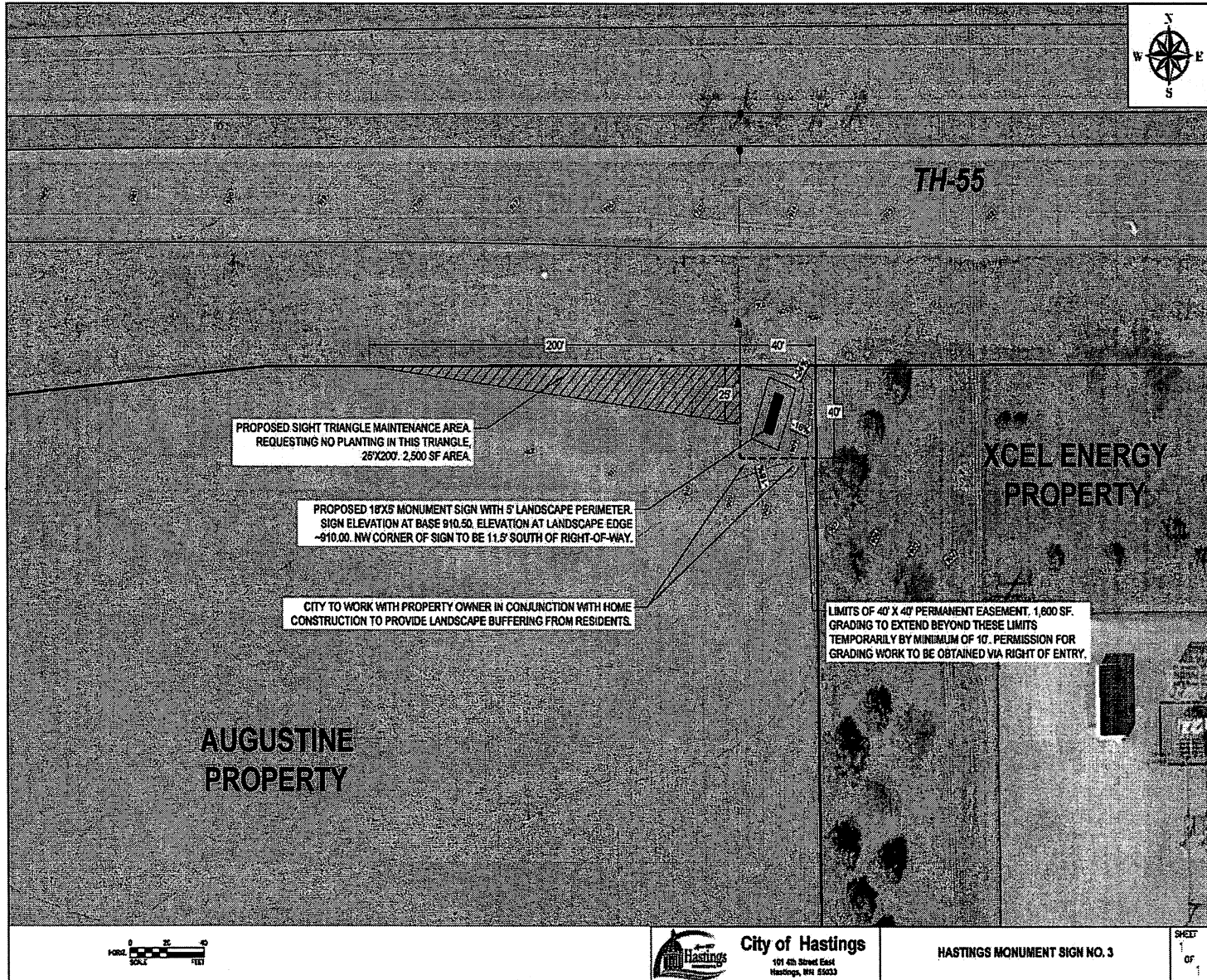


EXHIBIT C
MONUMENT SIGN DEPICTION



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: October 16, 2023
Item: Authorize Signature: 1st Amendment to Agreement for Services - Precision Landscaping and Construction

Council Action Requested:

Authorize signature of the attached 1st Amendment to Agreement for Services between the City and Precision Landscaping and Construction to perform certain abatement services related to code enforcement violations. Tasks performed by Precision would include mowing, snow and ice removal, property cleanup, and securing of property. A simple majority is necessary for action.

Background Information:

The Amendment extends the contract to October 31, 2025 and amends the winter rate schedule for snow removal to use a per hour basis instead of a s.f. basis. Staff believes the change will be easier to calculate and result in the same if not lower expense. The City Council authorized signature of the original Agreement for Services on August 1, 2022.

Financial Impact:

Minimal. Costs for performing services would be assessed to the property owner.

Advisory Commission Discussion:

N/A

Attachments:

- 1st Amendment to Agreement for Services
- Original Agreement for Services

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES BETWEEN
CITY OF HASTINGS AND PRECISION LANDSCAPING & CONSTRUCTION, INC.**

This First Amendment to the Agreement for Services (“First Amendment”) is made this ____ day of October, 2023, by and between the City of Hastings (“City”), a Minnesota municipal corporation, and Precision Landscaping & Construction, Inc. (“Precision”), a Minnesota corporation.

RECITALS

- A. The City entered into an Agreement for Services with Precision on August 1, 2022 (“Agreement”).
- B. The City and Precision desire to amend the Agreement to modify the Term and the Fees for snow and ice removal.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The entire Agreement is hereby incorporated into this First Amendment, except as modified below.
2. Section III of the Agreement is hereby removed and replaced in its entirety as follows:
 3. TERM. The term of this Agreement shall commence on October 16, 2023, and shall terminate on October 15, 2025, unless terminated prior to that date pursuant to Section 5 of this Agreement. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deemed appropriate and upon the same terms and conditions as herein stated.
3. Part D of the Quote Form in Exhibit 1 of the Agreement is hereby removed and replaced in its entirety as follows:

Labor Hourly Shoveling	\$75/Hr.
Sidewalk Machine Hourly w/Plow (Utv. Exct.)	\$115/Hr. Includes Labor
Skid Loader Hourly	\$125/Hr. Includes Labor
Payloader Hourly	\$135/Hr. Includes Labor
Dump Truck Hourly Hauling Snow	\$135/Hr. Includes Labor
Tractor w/Blower Hourly	\$155/Hr. Includes Labor
Bagged Salt Per 50# Bag	\$40/Bag + Labor
Bulk Sand Per 50#'s (5 Gallon Pail)	\$30/Pail + Labor
Snow Dump Fee	\$30/Load + Trucking Cost

4. Except as provided for above, the terms and provisions of the Agreement shall remain in full force and effect.

5. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principles of the State of Minnesota.
6. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CITY OF HASTINGS

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

Date: _____

PRECISION LANDSCAPING & CONSTRUCTION, INC.

By: _____
Josh Fox, Chief Executive Officer

Date: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this 1st day of August, 2022, by and between the City of Hastings, 101 4th Street East, Hastings, Minnesota, 55033 (“City”) and Precision Landscaping & Construction, Inc., 14923 Jacob Avenue, Hastings, Minnesota, 55033 (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), as defined in the following documents:
 - i. An abatement services proposal, incorporated herein as Exhibit 1;
 - ii. Addendum to abatement services proposal, dated July 15, 2022, incorporated herein as Exhibit 2.

(Hereinafter “Exhibits.”)
 - iii. Where the terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.
- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization or comply with the terms of the Exhibits.
- c. Contractor shall submit an invoice to the City in accordance with the requirements outlined in the Exhibits. Invoices submitted shall be paid by the City in the manner specified in the Exhibits.

3. TERM. The term of this Agreement shall commence on the date written in the initial paragraph of this Agreement to October 31, 2023, unless terminated prior to that date pursuant to Section 5. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate, and upon the same terms and conditions as herein stated.

4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and any reimbursable expenses through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. In such an event, the City may:

- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
- ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
 7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
 8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
 9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

10. CITY'S REPRESENTATIVE. The City has designated Dan Wietecha to act as the City's representative with respect to the Services to be performed under this Agreement. He, or his authorized designee, shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
11. PROJECT MANAGER AND STAFFING. The Contractor has designated Josh Fox and Joby Nolan to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.
12. INDEMNIFICATION.
- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.
13. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Workers' Compensation Insurance in accordance with statutory requirements.
 - c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy.
14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date.

Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

15. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Hastings
101 4th Street East
Hastings, MN 55033
Attention: City Administrator

Or e-mailed: dwietecha@hastingsmn.gov

If to Contractor: Precision Landscaping & Construction, Inc.,
14923 Jacob Avenue
Hastings, MN 55033

Or emailed: josh@precisionlandscaping-inc.com

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance

with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

18. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF HASTINGS

By: Mary D Fasbender
Mary Fasbender, Mayor

By: Kelly Murtaugh
Kelly Murtaugh, City Clerk

Date: August 1, 2022

PRECISION LANDSCAPING & CONSTRUCTION, INC.

By: _____
Josh Fox, Chief Executive Officer

Date: _____

Exhibit 1

VIII-08

REQUEST FOR QUOTES
Request for Quotes - Abatement Services Contract 2022-2023
As-Needed Mowing, Snow and Ice removal, Property Clean
up and Securing

DEADLINE: JUNE 13, 2022 - 12:00 PM (NOON)

SECTION I. GENERAL INFORMATION

A. OBJECTIVE

The purpose of this request is to receive quotes for as-needed abatement services related to mowing, snow and ice removal and/or property clean up and securing services.

B. QUOTE SUBMISSION

Bidders shall utilize the attached Quote Form.

The Work Description section of the quote form has been divided into four parts (A-D) and will be accepted for one, two, three or all four parts of the proposal. Submissions with interest in one or more portions is acceptable. Failure to submit a bid for two or more parts will not be used against a contractor. However, the City may choose to select one contractor for all four parts.

Quotes will only be accepted via email to: tdunn@hastings.mn.gov
Quotes without signature will not be accepted. The City is not responsible for failures of electronic mail service.

1. SALES TAX

The work being performed is subject to Minnesota Sales Taxes. The total for each quote must include any applicable sales taxes. Bills submitted for taxes above the quote price will not be honored.

2. PAYMENT CONDITIONS

All quotes shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the contract.

3. INSURANCE

Proof of Comprehensive General Liability, Auto liability and Workers Compensation Insurance must be submitted with each quote to be considered. Deductibles, of any type, are the responsibility of the Contractor.

The Contractor must provide to the City satisfactory proof that it has obtained liability insurance coverage of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized by this Contract and to name the City as an additional insured on their policy "as their interest may appear" for the entire term of the contract. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City Hall- Alana Siebenaler
101 4th St E
Hastings, MN 550333

C. POST QUOTE SUBMISSION STIPULATIONS

1. CHANGES OR ALTERATIONS

No part of the quote may be changed or altered after submission. Contractors must submit written requests to change any specifications/conditions with their quote. Changes made without submission of a written request with the quote may result in disqualification at the City's sole discretion.

2. REQUEST FOR NON-CONSIDERATION

Quotes submitted to the City cannot be withdrawn prior to the deadline. Request for non-consideration of quotes must be made in writing and received by the City prior to the deadline. After other quotes are reviewed, the quote for which non-consideration is properly requested may be returned at the sole discretion of the City. The Contractor, in submitting a quote, warrants and guarantees that the quote has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such quote will not and cannot be withdrawn because of any mistake committed by the Contractor.

D. QUOTE CONSIDERATION / TABULATION

Quotes will be tabulated for comparison on the basis of the prices and quantities and/or by the best value method. Until final award of the Contract, the City of Hastings (hereinafter "the City") reserves the right to reject any or all quotes, to waive technicalities, to request new quotes or propose to do the work otherwise in the best interests of the City.

E. REJECTION OF QUOTES

The City reserves the right to reject any or all quotes or to waive technicalities at its option when in the best interests of said City. Quotes will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate quotes or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all quotes, and all quotes submitted are subject to this reservation. Quotes may be rejected, among other reasons, if received after the time limit for receiving quotes as stated in the request, if containing any irregularities or for unbalanced value of any items.

SECTION II. CONTRACT WORK

A. DEFINITIONS

"**Acreage**" shall mean any property having a total area of 43,560 square feet (1 acre) or greater.

"**Authorized notice**" shall mean a written or verbal notice from the City of Hastings to perform specific work at a specific location.

"**City**" shall mean the City of Hastings, Minnesota.

"**Cleaning and removal of trash, debris and other deposited material**" shall mean any method by which filth, weeds, rubbish, refuse or other matter that might be unhealthy and/or unsightly is removed from any acreage or lot and disposed of as approved by the City and delineated in the City Code and in the specifications for this contract.

"**Contractor**" shall mean the person or firm, awarded the Contract by the City.

"**Ice Removal**" shall mean any method by which ice is removed from any PUBLIC SIDEWALK as approved by the City and delineated in the City Code of Ordinances.

"**Lot**" A plot of land.

"**Reoccurring Mowing**" shall mean subsequent mowing after the initial mowing directed by the City and specifically requested to by the City to be placed on the reoccurring mowing list. Recurring mowing shall be done no earlier than 14 days since the last mowing and no more than 21 days after the last mowing.

"**Reoccurring Snow Removal**" shall mean subsequent snow removal after the initial Snow Removal as directed by the City and specifically requested by the City to be place on the reoccurrence list. Reoccurring snow removal shall be conducted no greater than 24 hours after the snow has ceased to be deposited thereon.

"**Snow Removal**" shall mean any method by which snow and ice is removed from any PUBLIC SIDEWALK as approved by the city and delineated in the City Code of Ordinances.

B. SPECIFICATIONS

ALL SPECIFICATIONS WILL BE STRICTLY ENFORCED. Any property which does not meet specifications shall be brought up to specifications at the Contractor's expense upon the notification by the City.

VACANT LOT – Each lot shall be mowed in its entirety in a uniform cut. Mowing shall be completed as near as possible to any tree, wall, fence, pole, sign, or any other structure. Remaining high grass and weeds shall be trimmed to ensure favorable appearance. Proper action shall be taken to clear the property, adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from a vacant lot.

DEVELOPED LOT– Each lot shall be mowed as near as possible to any building, tree, wall, fence, pole, sign or any other structure in a uniform cut. Remaining high grass and weeds shall be trimmed to ensure favorable appearance. Proper action shall be taken to clear the property, adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from a developed lot, including public parks and open space.

ACREAGE BETWEEN ONE ACRE AND TWENTY ACRES – Each parcel shall be mowed in its entirety in a uniform cut. Any remaining high grass and weeds around trees, walls, fences, poles, signs, or any other structure shall be trimmed. Proper action shall be taken to clear the adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from acreage.

Five or more vacant, contiguous lots shall be treated as acreage and billed as such.

ACREAGE OVER TWENTY ACRES – All areas within fifty feet from a curb, public right-of-way, street, sidewalk or adjacent property under different ownership must be mowed in their entirety in a uniform cut. Any agricultural areas or areas used to cultivate crops must be mowed up to the crop. Specific authorization from the City must be obtained to clean and remove trash, debris or other deposited material from acreage.

CLEANING OF TRASH, DEBRIS AND OTHER DEPOSITED MATERIAL - The Contractor shall remove all trash, debris and other deposited material from the property. Trash, debris and other deposited material may include dirt, rock, wood, boards, railroad ties, furniture, appliances, machinery, implement, tires, equipment, litter, clutter, swimming pool water and any other illegally-deposited or rejected matter, personal property or unsheltered storage. The Contractor shall also level and/or remove stockpiles of dirt, aggregate or other materials. The Contractor shall seed and mulch, when required by the City, including MN-DOT 240 seed mix @ 100 lbs/acre and Type 1 Mulch with 90% coverage at two tons per acre. All debris and trash will be properly disposed of with City of Hastings solid waste exclusive provider, Tennis Sanitation.

<https://www.hastingsmn.gov/residents/my-home/recycling-garbage-services>

Hazardous waste shall be taken to the Dakota County's Environmental Resources Center or other state-licensed hazardous waste disposal site as determined accepted by City Staff prior to work commencement. Contact City Staff concerning other situations the Contractor may encounter before proceeding with cleanup. No action shall be taken that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Construction Regulations.

BOARDING AND SECURING OF PROPERTY - The Contractor shall install a minimum of 3/8-inch thick plywood over all broken windows, missing doors, and other openings that cannot be secured by other reasonable means. Specific authorization from the City must be obtained to board and secure a property. No action shall be taken that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Construction Regulations.

SECURING OF PROPERTY - The Contractor shall install necessary padlocks, door hardware, etc. to secure doors and other unsecured opening that do not require boarding. Specific authorization from the City must be obtained to secure a property. No action shall be taken that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Construction Regulations.

SECTION III. CONTRACT IMPLEMENTATION

A. AUTHORIZATION

The Contractor shall be notified by a designated representative of the City of Hastings to perform specific work at a particular location. **The Contractor shall complete the requested services within two (2) days after receiving authorization.** In the event of inclement weather, the Contractor shall notify the City of failure to complete requested services by the third (3rd) day; however, in any case, such work shall be completed within five (5) days after initial authorization. Failure to notify or finish the work within the timeframes indicated will subject the Contractor to liquidated damages of \$15.00 per day, per property, until the work is complete.

The City shall pay \$25.00 for trips by the Contractor to a site where the Contractor finds abatement has been completed prior to the Contractor arriving at the site if the arrival is within the established timeframes as outlined in Section III(A). In these instances, the Contractor shall provide a single labeled photograph to show the abatement of the violation which shall be provided with the invoice. The invoice shall clearly be labeled as a "Discontinuance Fee" with the property address.

B. GENERAL CONDITIONS

1. For work paid on a per hour basis, the Contractor shall examine the property first to estimate the number of hours needed to complete the job before authorization is given. The City shall not pay for travel time. In the event that more than the original number of hours is necessary to complete the job, the Contractor shall contact the designated City of Hastings representative for approval once the original estimated hours are reached and prior to performing any additional hours.
 - a. If seed and mulch is required, the Contractor shall indicate this at this time.
2. The Contractor shall obtain and pay for any and all permits, licenses, disposal fees or any other costs required to fulfill this contract.
3. The Contractor must comply with all federal, state and local ordinances.
4. The Contractor shall protect and prevent all damage to wires, cables, structures, fences, vehicles, trees, plants and other artifacts. Any damage to public or private property shall be corrected by repair or replacement by the Contractor at his or her own expense to the satisfaction of the Owner or the City.
5. In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission or neglect of the Contractor to perform any of the covenants, acts, matters or things by this Contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen or suppliers the Contractor shall indemnify and save harmless the Owner and his or her officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.
6. Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.
7. In the event the Contractor conducts a trip to a site where the Contractor finds abatement has been completed, within 24 hours the Contractor shall notify the City the work was not performed and that the property is being removed from the Reoccurring Mowing and/or Reoccurring Snow and Ice Removal list.

C. INVOICING

The Contractor shall take before and after photographs in digital format for validation and return same to the City with EACH invoice of each job assignment.

Any invoice submitted without both before and after photos will be returned unpaid. "Before" and "after" photographs must be taken each and every time a property is serviced. Photographs shall meet the following requirements:

- A minimum of three "before" and "after" photographs are required per visit.
- At least one "before" and one "after" photograph must each identify the address or location of the work site.
- The "before" and "after" photographs must clearly validate the work performed.
- Photographs shall be a minimum of 3.2 megapixels, 1600 x 2000 resolution (pixels).

Invoices shall reflect separate charges for each category of work performed with no more than one property on any detail sheet. Invoices shall indicate the date(s) of service shall otherwise comply with City purchasing procedures unless waived by the City. Orders will be placed by the City and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

An invoice for work performed shall be submitted within fourteen (14) days following completion of the requirements of the contract to:

City Hall- Building Official
101 4th ST E
Hastings, MN 55033
tdunn@hastings.mn.gov

Failure to submit an invoice in the time period identified shall result in nonpayment by the City.

D. PAYMENT TERMS & CONDITIONS

City review, inspection and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Quotes which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise.

SECTION IV. CONTRACT CONDITIONS

A. CONTRACT CLAUSE

All Contractors understand and agree that the quote will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a written contract executed by both parties.

2. PROVISIONAL CLAUSES

The City will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

3. LIABILITY

The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.

The Contractor shall not recover from the City of Hastings the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing assignments regardless of the condition of the property.

4. ASSIGNMENT OF CONTRACT

The successful Contractor may not assign their rights and duties under an award without the written consent of the City of Hastings City Administrator. Such consent shall not relieve the assignor of liability in event of default by their assignee.

5. DEFAULT

In case of default of the successful Contractor, the City may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

QUOTE FORM

PROJECT IDENTIFICATION: 2022-2023 As-Needed Mowing, Snow Removal and Property Clean Up and Securing Abatement Services Contract
Effective June 31, 2022 until October 31, 2023

SUBMISSION DEADLINE: June 10 , 2022 at 12:00 PM (noon)

SUBMITTED QUOTES TO: CITY OF Hastings
Building Safety
ATTN: 2022-2023 ABATEMENT SERVICES CONTRACT
tdunn@hastingsmn.gov

INDIVIDUAL/COMPANY NAME: Precision Landscaping & Construction Inc

1. The undersigned CONTRACTOR proposes and agrees, if this Quote is accepted, to enter into an agreement with the City and perform and furnish all Work as indicated in the Quote Form and in the Contract Work, Contract Implementation, and Contract Conditions.
2. CONTRACTOR accepts all of the terms and conditions listed in the Quote Form and Contract Work, Contract Implementation, and Contract Conditions. CONTRACTOR shall provide a Certificate of Insurance listing the City of Hastings as an additional insured and licensed to work within the City of Hastings in accordance with the Contract Work, Contract Implementation, and Contract Conditions.
3. In submitting this Quote, CONTRACTOR represents, as more fully set forth in the Quote Form and the Contract Work, Contract Implementation, and Contract Conditions, that:
 - a. CONTRACTOR has examined and carefully studied the Contract Work, Contract Implementation, and Contract Conditions and Quote Form.
 - b. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - c. CONTRACTOR is aware of the general nature of Work to be performed for which this Quote is submitted and understands all terms and conditions for performing and furnishing the Work as indicated in the Contract Work, Contract Implementation, and Contract Conditions and Quote Form.
 - d. This Quote is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to submit a false or sham Quote; CONTRACTOR has not solicited or induced any person, firm or corporation to refrain from bidding; and CONTRACTOR has not sought by collusion to obtain for itself any advantage over any other CONTRACTOR or over the City.
 - e. CONTRACTOR understands and agrees that the terms of the General Conditions and Specifications are incorporated in and are part of this Quote Form.
4. CONTRACTOR will complete the Work for the following price (s):

Item	Work Description	Unit Cost
PART A - MOWING		
First Mowing		
1	Vacant lot - mowing, trimming, clearing / disposal of trimmings	\$ 300 per acre
2	Developed lot - mowing, trimming, clearing / disposal of trimmings	\$ 250 per acre
3	Acreage, 1 to 20 acres - mowing, trimming, clearing / disposal of trimmings	\$ 300 per acre
4	Acreage, over 20 acres - mowing	\$ 150 per acre
Recurring Mowing		
5	Vacant lot - mowing, trimming, clearing / disposal of trimmings	\$ 250 per acre
6	Developed lot - mowing, trimming, clearing / disposal of trimmings	\$ 200 per acre
7	Acreage, 1 to 20 acres - mowing, trimming, clearing / disposal of trimmings	\$ 250 per acre
8	Acreage, over 20 acres - mowing	\$ 125 per acre
PART B - CLEANING OF TRASH, DEBRIS AND OTHER DEPOSITED MATERIAL		
9	Cleaning of trash, debris and other deposited material - pick up of all trash, debris and other deposited material including labor, vehicles, equipment and disposal costs (Inspected by / scheduled with city staff)	\$ 105 per hour (subject to amount of disposal)
10	Seed and mulch, including MN-DOT 240 seed mix @ 100 lbs/acre and Type 1 Mulch with 90% coverage at two tons per acre, Disc Anchored, where feasible	\$ 5,000 per acre
PART C - SECURING PROPERTY		
11	Boarding and securing property - boarding of broken windows, including all labor, vehicles, equipment and supplies	\$ 150 per opening subject to size of opening
12	Securing property - locking or otherwise securing unsecured openings, windows or doorways including all labor, vehicles, equipment and supplies	\$ 110 per opening subject to size of opening
PART D - SNOW AND ICE REMOVAL		
13	Single street residential sidewalk up to 4-inch snow cover	\$ 0.4 per sq ft
14	Single street residential sidewalk 4 to 8-inch snow cover	\$ 0.6 per sq ft
15	Single street residential sidewalk Over 8-inch snow cover	\$ 0.8 per sq ft
16	Corner lot residential sidewalk up to 4-inch snow cover (includes ped ramps)	\$ 0.4 per sq ft
17	Corner lot residential sidewalk 4 to 8-inch snow cover (includes ped ramps)	\$ 0.6 per sq ft
18	Corner Lot residential sidewalk Over 8-inch snow cover (includes Ped Ramp)	\$ 0.7 per sq ft
19	Single Street Central Business District (Sidewalk that extends to Curbline) sidewalk ² Up to 4-inch snow cover	\$ 0.4 per sq ft
20	Single street Central Business District (Sidewalk that extends to Curbline) sidewalk ² 4- to 8-inch snow cover	\$ 0.6 per sq ft

21	Single street Central Business District (Sidewalk that extends to Curblin) sidewalk ² Over 8- inch snow cover	\$ 0.8	per sq ft
22	Corner lot Central Business District (Sidewalk that extends to Curblin) sidewalk ² up to 4-inch snow cover	\$ 0.4	per sq ft
23	Corner lot Central Business District (Sidewalk that extends to Curblin) sidewalk ² 4- to 8-inch snow cover	\$ 0.6	per sq ft
24	Corner lot Central Business District (Sidewalk that extends to Curblin) sidewalk ² Over 8-inch snow cover	\$ 0.8	per sq ft
25	Sidewalk ice removal up to 4 -inch thickness	\$ 1	per sq ft
26	Sidewalk ice removal 4- to 8-inch thickness	\$ 1.5	per sq ft

1. Reoccurring mowing shall be done no earlier than 14 days after the last mowing and no later than 21 days after the last mowing.
2. In Central Business District, where sidewalk abuts curb, snow can be picked up and hauled away, or at a minimum pushed into the street by 5 AM the morning after snowfall.

5. The following documents are attached to and made a condition of this Quote:
 - a. Project References
 - b. Affidavit of Non-Collusion
 - c. Certificate of Insurance
6. Communications concerning this Quote shall be addressed to the address of CONTRACTOR indicated below.

SUBMITTED on 6/30, 2022

IF CONTRACTOR IS:

AN INDIVIDUAL

By: _____ (Individual's Name) _____ (Doing business as)

Address: _____

Telephone: _____

E-mail: _____

A PARTNERSHIP

By: _____ (SEAL)
_____ (Firm Name)

_____ (General Partner)

Address: _____

Telephone: _____

E-mail: _____

A CORPORATION

By: Precision Landscaping & Construction Inc. Minnesota
_____ (Corporation Name) _____ (State of Corporation)

By: Josh Fox CEO
_____ (Name of Person Authorized to Sign) _____ (Title)

Attest: [Signature] _____ (Corporate Seal)
_____ (Secretary)

Address: 14925 Jacob Ave

Hastings, MN 55033

Telephone: 651-437-2305

E-mail: josh@precisionlandscaping.com

A JOINT VENTURE – Each joint venture must sign.

By: _____ (Name) By: _____ (Name)

Address: _____ Address: _____

Telephone: _____ Telephone: _____

E-mail: _____ E-mail: _____

Exhibit 2

VIII-08

Addendum for Abatement Services Contract 2022-2023

7/15/22

Quote provided by Precision Landscaping to City of Hastings

The following items to be modified to the attached documents from Quote dated 6/30/22 by Josh Fox of Precision Landscaping, Due to highly variable conditions that may occur:

1. Section II

Contract work

Definitions

Snow Removal:

"Snow removal" shall mean any method by which snow and ice is removed from any PUBLIC SIDEWALK as approved by the city and delineated in the City code of ordinances. Contractor to provide these snow removal services within 24 hours and as soon as possible in regards to major snowfall events. City staff to be informed of timeframes of removal

2. Part B Line 9

105\$ per hour for operator&equipment (plus , additional fees for disposal to be estimated before cleanup and approved by city staff)

3. Part B Line 10

No dollar amount specified

Estimated Quantities before work begins and approved by city staff

4. Part C- Max opening size is 4'x8' per stated rates, any openings larger will be based on estimate before work begins and approved by city staff


5. Additional line item #27 to be added

Contractor to provide Rate sheet for equipment rates. This is to be utilized for any other city services when called upon by city.



7/15/22

Building Official



7/18/22

Owner : Precision Landscaping



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: October 16, 2023
Item: Authorize Signature – Encroachment Agreement – Miller – 751 Bohlken Drive

Council Action Requested:

Authorize signature of the attached Encroach Agreement to allow construction of a pool within a drainage and utility easement on property owned by Brian and Jennifer Miller located at 751 Bohlken Drive. A simple Council majority is necessary for action.

Background Information:

The subject property is encumbered by a large drainage and utility easement across the backyard prohibiting construction of the proposed pool. City Staff has reviewed the proposed use and supports construction of the pool within the easement. The License to Encroach would allow for the proposed use only, and would prohibit any future encroachments within the easement. It would also hold the City harmless from any future claims and demands for use of that portion of the easement.

The City Council approved a similar encroachment agreement in 2019 for 743 Bohlken Drive.

Financial Impact:

Issuance of the license will allow for a property improvement and increase in valuation.

Advisory Commission Discussion:

N\A

Council Committee Discussion:

N\A

Attachments:

- Location Map
- License to Encroach

LOCATION MAP



**ENCROACHMENT AGREEMENT RELATING TO LANDOWNER POOL
AND RELATED IMPROVEMENTS ON A PORTION OF 751 BOHLKEN
DRIVE IN THE CITY OF HASTINGS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (“Agreement”) is made, entered into and effective this ____ day of _____, 2023 by and between the City of Hastings, a Minnesota municipal corporation, and Brian J. Miller and Jennifer M. Miller, husband and wife.

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 City. “City” means the City of Hastings, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means Brian J. Miller and Jennifer M. Miller, their successors and assigns in interest with respect to the Encroachment Property.

1.4 City Easement. “City Easement” means the City’s drainage and utility easement located on the Encroachment Property.

1.5 Encroachment Property. “Encroachment Property” means the following real property owned by Landowner and located in the City of Hastings, Dakota County, Minnesota:

Lot Thirteen (13), Block One (1), South Oaks of Hastings 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota.

PID #:19.71026.01.130
(Torrens No. 169056)

1.6 Landowner Improvements. “Landowner Improvements” means Landowner’s pool and related improvements on a portion of the Encroachment Property, as depicted on Exhibit A, attached hereto and incorporated herein.

1.7 Utility Costs. “Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement and the placement of additional improvements in the City Easement. Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying any improvements, re-compacting the soils over the City Easement, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowner.

1.8 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for Utility Costs if the Landowner Improvements did not exist.

1.9 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the Utility Costs in light of the existence of the Landowner Improvements. The City’s determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

- 2.1** Landowner owns the Encroachment Property.
- 2.2** The Encroachment Property has been developed with Landowner Improvements.
- 2.3** The City Easement lies within the Encroachment Property.
- 2.4** The City has established written policies prohibiting certain private encroachments and improvements within drainage and utility easements within the City.
- 2.5** Landowner has located the Landowner Improvements within the City Easement.
- 2.6** Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain within the City Easement if the following conditions are met:

- (a) The Landowner maintains the Landowner Improvements.
- (b) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of City Easement and the placement of any additional improvements by Landowner in the City Easement.
- (c) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the City Easement or construct additional improvements in the City Easement.

ARTICLE 3 **AGREEMENTS**

3.1 Maintenance of Landowner Improvements. Under the terms and conditions stated herein, the City authorizes the Landowner Improvements to remain in the City Easement pursuant to Exhibit A. Landowner shall not expand Landowner Improvements further into the City Easement.

Landowner shall not place any other structures, retaining walls, irrigation systems, buildings, fences, landscaping, trees or shrubs in the City Easement, except for the Landowner Improvements, without the City's written consent.

Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

3.2 City Not Responsible for Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right to City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement.

3.5 Risk of Loss. Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the City Easement, natural events, or by cause of third parties. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events.

3.6 Landowner to Bear Cost of Relocating Landowner Improvements. The City is responsible for any necessary repair and maintenance of the City Easement for drainage purposes.

The City may require the Landowner at the expense of the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement for the purpose of inspecting, repairing, maintaining, or replacing the City Easement or adding future improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send a notice to the Landowner and allow the Landowner twenty (20) days from the date of the written notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day written notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such notice if the City's Public Works Department determines that an emergency exists. In such instance, the City, without giving notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Deferral. If a Cost Deferral occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement or relating to construction of new improvements in the future, then the Landowner shall pay the Cost Deferral to the City. The Landowner must make payment for the Cost Deferral within thirty (30) days after the City has sent a written invoice for the Cost Deferral to the Landowner.

3.9 Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner fails to make payments under Section 3.6, 3.7 or 3.8, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Encroachment Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The charges shall be evenly allocated among the

Encroachment Property. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Encroachment Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Encroachment Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Encroachment Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Encroachment Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.10 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Landowner Improvements;
- (b) Maintenance of the Landowners Improvements;
- (c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (d) Use of the City Easement for Landowner Improvements.

3.11 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.12 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.13 Recording. The Landowner shall record this Agreement with the Dakota County Recorder against the Encroachment Property and within thirty (30) days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

3.14 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Encroachment Property and shall be binding upon the heirs, successors, administrators and assigns of the parties. The obligations of the Landowner contained in this Agreement are joint and several.

3.15 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 and 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 not similar, nor shall any waiver constitute a continuing waiver.

3.16 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

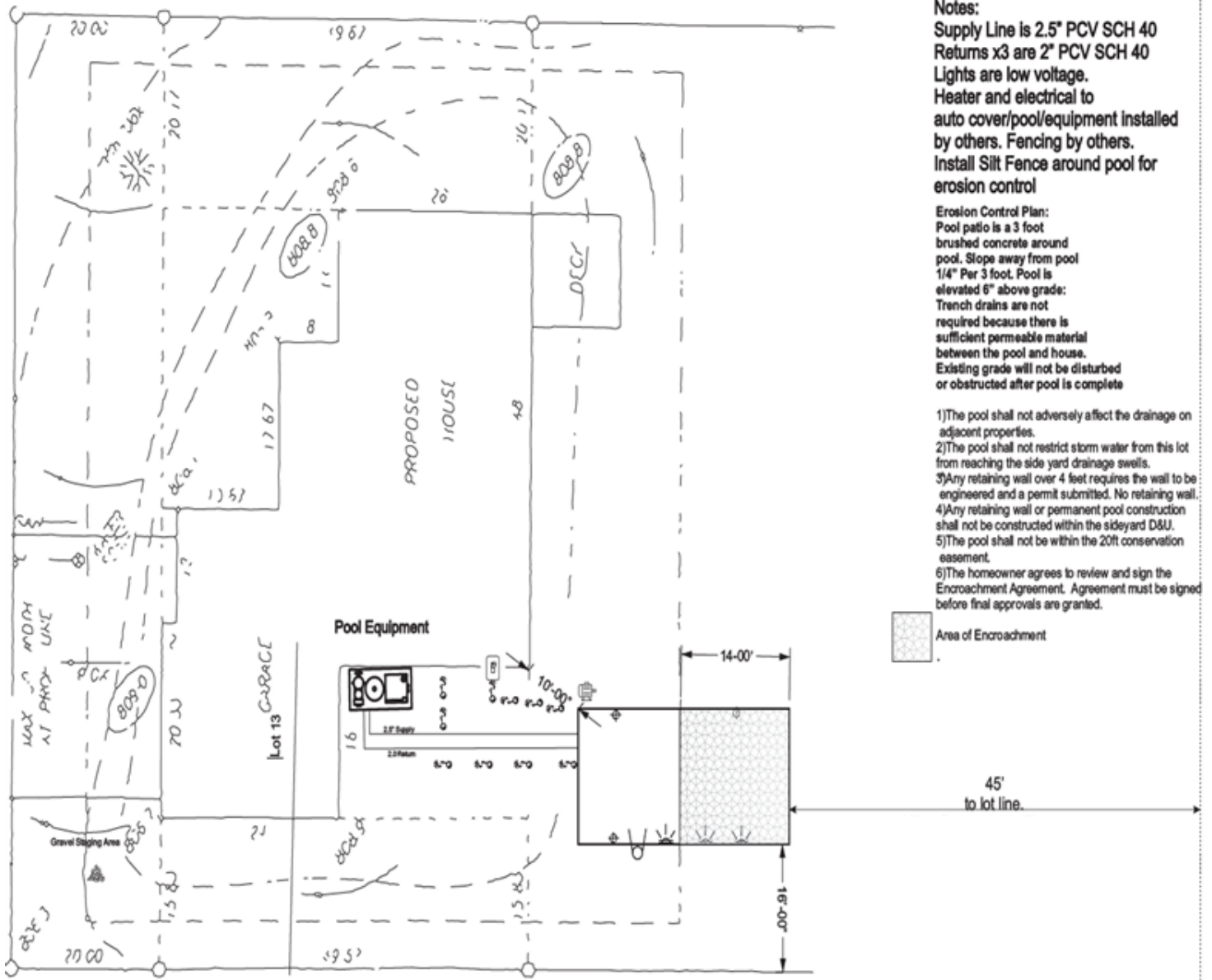
3.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.18 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

3.19 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	City of Hastings Attention: City Administrator 101 4 th Street Hastings, MN 55033
-------------	---

**EXHIBIT A
CITY EASEMENT & ENCROACHMENT AREA**



Notes:
 Supply Line is 2.5" PCV SCH 40
 Returns x3 are 2" PCV SCH 40
 Lights are low voltage.
 Heater and electrical to auto cover/pool/equipment installed by others. Fencing by others.
 Install Silt Fence around pool for erosion control

Erosion Control Plan:
 Pool patio is a 3 foot brushed concrete around pool. Slope away from pool 1/4" Per 3 foot. Pool is elevated 6" above grade:
 Trench drains are not required because there is sufficient permeable material between the pool and house.
 Existing grade will not be disturbed or obstructed after pool is complete

- 1)The pool shall not adversely affect the drainage on adjacent properties.
- 2)The pool shall not restrict storm water from this lot from reaching the side yard drainage swells.
- 3)Any retaining wall over 4 feet requires the wall to be engineered and a permit submitted. No retaining wall.
- 4)Any retaining wall or permanent pool construction shall not be constructed within the sideyard D&U.
- 5)The pool shall not be within the 20ft conservation easement.
- 6)The homeowner agrees to review and sign the Encroachment Agreement. Agreement must be signed before final approvals are granted.

Area of Encroachment

45'
to lot line.



City Council Memorandum

To: Mayor Hoffman-Fasbender & City Councilmembers
From: Jeff Elliott, Arena Manager
Date: October 16, 2023
Item: Hastings Civic Arena Ice Rental Agreement – ISD 200

Council Action Requested: Approve the agreement between Hastings Civic Arena and Independent School District 200 for ice rental season 2023-2024.

Background Information: ISD 200 utilizes the Hastings Civic Arena as their home rink for all ice hockey seasons, and they are one of our major ice rental customers. Trent Hanson the Hastings High School Athletic Director has asked for a formal agreement between City and School with regard to ice rental at the Civic Arena. Staff agree that an agreement is in order and will be a good tool for both City and School to utilize and will set a baseline in understanding the responsibilities of each party.

City staff have reviewed agreements between other cities and school districts, and have utilized information gathered from those to craft the agreement being proposed. Staff have also worked with the City Attorney to ensure language is appropriate and the terms of the agreement are reasonable and acceptable from the City's perspective. Staff provided the School Athletic Director with a draft copy, and no revisions were proposed.

Financial Impact: The City will charge ISD 200 ice rental rates according to fee schedule, and ISD 200 will pay the charges as noted in the agreement. Revenue for the City will remain as projected within the annual budget.

Advisory Commission Discussion: None

Council Committee Discussion: None

Attachments:

- 2023-2024 Ice Rental Agreement
- 2023-2024 ISD 200 Hours Report

ICE RENTAL AGREEMENT

CONTRACT FOR: Ice Time Rental between Independent School District 200 and the City of Hastings.

Contract Period: **October 30, 2023- March 1, 2024**, unless terminated earlier by law or as provided herein.

THIS CONTRACT is made and entered into by and between Independent School District 200, a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as “the District”), and the City of Hastings, a Minnesota municipal corporation (hereinafter referred to as the “Contractor”).

WHEREAS, the District desires to purchase ice time from the Contractor; and

WHEREAS, the Contractor owns and operates an indoor ice arena located at 2801 Redwing Blvd, Hastings, MN 55033 (hereinafter referred to as the “Arena”).

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

1. The Contractor shall deliver to the District the ice rental at the Arena as specifically described in Attachment A, and detailed in the attached rental schedule which is attached hereto and made a part hereof.
2. The District shall pay the Contractor for services satisfactorily performed or product satisfactorily delivered, if any, in the amount of \$84,246.90 plus additional amounts as described in Attachment A, which shall be invoiced by the Contractor at the end of each month’s use and paid by the District within 30 days of the invoice date.
3. This Contract is the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of this Contract shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and the Contractor. Either party may cancel this Contract for cause upon 30 days written notice to the other party and the Contractor reserves the right to reschedule dates and times of ice time as reasonably deemed necessary by the Contractor.
4. Minnesota law shall be used to construe and interpret this Contract, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in Dakota County and the State of Minnesota.
5. All of the data created, collected, received, stored, used, maintained, or disseminated by the District and the Contractor in the performance of this Contract is subject to the

requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Family Educational Rights and Privacy Act (FERPA), 20 USC §§ 1232g and rules and regulations promulgated under these laws. Under Minn. Stat. §16C.05, Subd. 5, the District's and the Contractor's books, records, documents, and accounting procedures and practices relative to this Contract are subject to examination by the State of Minnesota and/or the Minnesota State Auditor or Legislative Auditor, as appropriate for a total of six years.

6. The Contractor and the District shall each be responsible for the acts of their respective officers, employees and agents, and not the acts of the other party's officers, employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party. It is the intention of the parties that the Contractor is and shall be considered an independent contractor. The Contractor and the District agree to keep in effect policies of commercial general liability insurance to insure against liabilities up to \$1,000,000 for each claimant and \$1,000,000 for each single occurrence. The Contractor and the District agree to comply with all applicable workers' compensation laws in Minnesota.
7. Neither party shall assign this Contract or any of the rights, duties or payments arising under this Contract to any third party without the written consent of the other.
8. All notices required under this Contract must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this Contract, the following persons are the designated contacts:

District Contact

Trent Hanson
Athletic Director
200 General Sieben Dr. West
Hastings, MN 55033
(651) 480-0332

Contractor Contact

Jeff Elliott
Civic Arena Manager
City of Hastings
920 West 10th Street
Hastings, MN 55033
(651) 480-6195

9. If any portion of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Contract shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
10. The District, its officers, agents, employees and invitees shall follow all non-discriminatory rules and regulations, imposed by the Contractor for users of the facility.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand the contract documents and have executed this Contract on the dates recorded below.

INDEPENDENT SCHOOL DISTRICT 200

Date: _____

Authorized Signature

Print or Type Name of Signatory

Director of Finance/Superintendent

Organization

CONTRACTOR

Dated: _____

**CITY OF HASTINGS,
A Minnesota Municipal Corporation**

By: _____
Mary Fasbender, Its Mayor

(SEAL)

By: _____
City Clerk

ATTACHMENT A

1. The ice rental dates shall begin October 30, 2023 and run through March 1, 2024.
2. Schedule of reserved dates and times is defined as:
 - a. Per attached customer schedule and as agreed upon by school athletic director.
3. Ice rental rates for the contract term are set at **\$215.00/ice hour**.

Total value of ice time at time of contract - \$81,031.69

- a. High School locker room usage fee **\$12.01/ice hour**.
4. Contractor is responsible for cleaning up the rental area to its pre-event condition at the end of each rental and contractor shall provide an on-duty manager and ice maintenance personnel, the game announcer, score keeper and ticket personnel and charge the district \$225.00 per game.
5. The District (each high school) will receive all ticket sales revenue.
6. The District (each high school) will provide a mutually agreed upon number of crowd control staff.
7. The District (each high school) will provide event referees and off-ice officials.

Permit Master Report

Permit #: From 575 through 578

Permit #	Agent / Organization / Phone	Address	Expiration Date / Status / Site	Permit Notes	Total Charges	Balance Due
R575	Trent Hanson	200 General Sieben Drive	N/A		\$20,987.40	\$20,987.40
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			12/29/2023 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		
		HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena McGree East Rink	Hastings Civic Arena		
R576	Trent Hanson	200 General Sieben Drive	N/A		\$20,673.09	\$20,673.09
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			1/31/2024 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		
		HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Boys Game	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena McGree East Rink	Hastings Civic Arena		
R577	Trent Hanson	200 General Sieben Drive	N/A		\$27,006.35	\$27,006.35
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			2/29/2024 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		
		HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Boys Game	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena West Rink	Hastings Civic Arena		
		HS Girls Game	Civic Arena McGree East Rink	Hastings Civic Arena		
R578	Trent Hanson	200 General Sieben Drive	N/A		\$12,364.85	\$12,364.85
Mar 21, 2023	Hastings High School (Tax Exempt)	Hastings, MN 55033	Approved			3/29/2024 12:00:00 AM
	Jeff Elliott		Hastings Civic Arena			
	Event List	<u>Event</u>	<u>Facility / Equipment / Instructor</u>	<u>Center</u>		
		HS Boys	Civic Arena West Rink	Hastings Civic Arena		

Permit Master Report

Permit #: From 575 through 578

~~8/10/10~~

Permit #	Agent / Organization / Phone	Address	Expiration Date / Status / Site	Permit Notes	Total Charges	Balance Due
	HS Boys	Civic Arena McGree East Rink	Hastings Civic Arena			
	HS Boys Game	Civic Arena McGree East Rink	Hastings Civic Arena			
	HS Girls	Civic Arena West Rink	Hastings Civic Arena			
	HS Girls	Civic Arena McGree East Rink	Hastings Civic Arena			

Total # of Permits: 4 Grand Total: \$81031.69 \$81031.69

W = Work Phone H = Home Phone

RS II



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 16, 2023
Item: MnDOT Limited Use Permits

Council Action Requested: Adopt Resolution approving updated Limited Use Permits for all nonmotorized trails within the right of way of Trunk Highway No. 61 and Trunk Highway No. 55

Background Information: The City has existing Limited Use Permits (LUP) for multiple trail segments with the right of way of Hwy 61 and Hwy 55. MnDOT and federal requirements for LUP's have changed. These updated LUP's consolidates all of the LUP's within the Hwy 61 and Hwy 55 ROW and provides necessary a language updates to ensure compliance with current laws and requirements.

Consolidating and updating these LUP's will ease future renewals for both State and City staff, and keeps record keeping more succinct.

Financial Impact: None

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Hwy 61 Updated & Consolidated Limited Use Permit
- Hwy 61 Resolution
- Hwy 55 Updated & Consolidated Limited Use Permit
- Hwy 55 Resolution

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 1913 (T.H. 61)
County of Dakota
LUP # 1913-0119
Permittee: City of Hastings
Expiration Date: 05/19/2033
Coop./Const. Agmt #N/A

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Hastings, ("Permittee"), to use the area within the right of way of Trunk Highway No. 61 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued Limited Use permits affecting the Area, specifically: Permit, #1913-013, was issued on January 29, 2004 on CS 1913 (TH 61) and #1913-0061, was issued on January 25, 2010. Upon issuance of this permit the earlier issued permits are cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 05/19/2033 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities

are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor
City of Hastings
101 4th Street
Hastings, MN 55033

and to MnDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

APPROVED BY:
COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

CITY OF HASTINGS

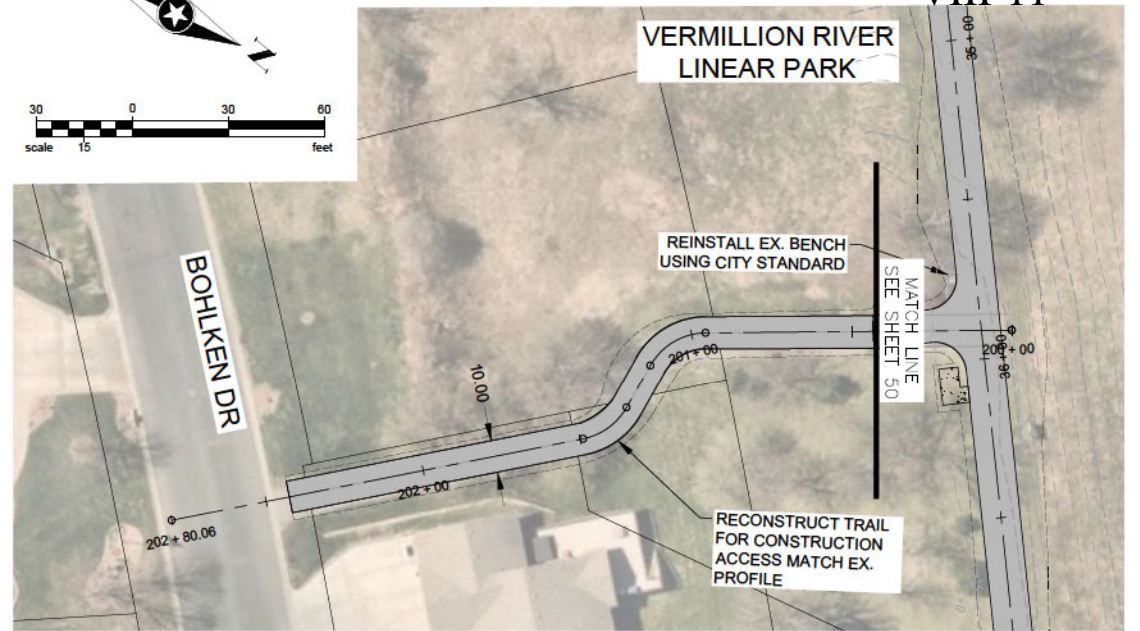
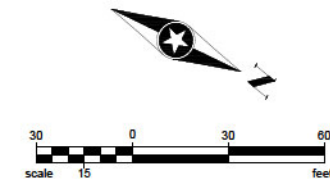
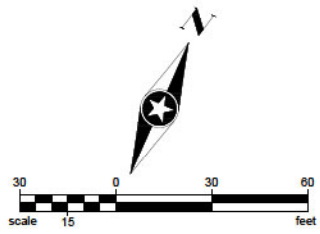
By _____

Its Mayor

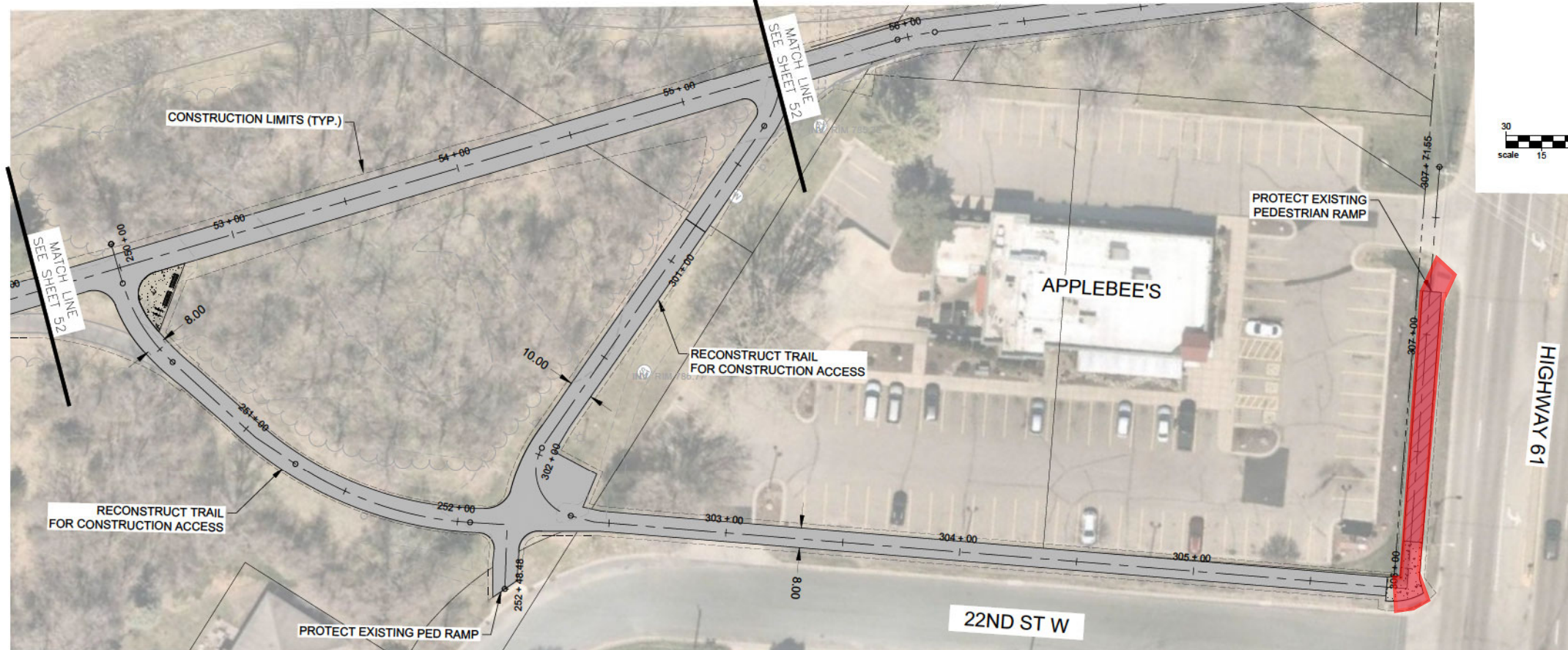
And _____

Its City Clerk

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.



VIII-11



LEGEND

	BITUMINOUS PAVEMENT
	OVERLAY
	CONCRETE PAVEMENT

Save: 7/13/2023 9:44 AM bhansen Plot: 7/14/2023 11:33 AM X:\AED\DAKOT1677825-final-dsgn\51-drawings\10-Civil\cad\dwg\sheet\VHG_DA1677825-SPUR_TRAILS.dwg

SEH Project	DAKOT 167882	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
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Designed By	BKH	.			.		
Checked By	BKH	.			.		

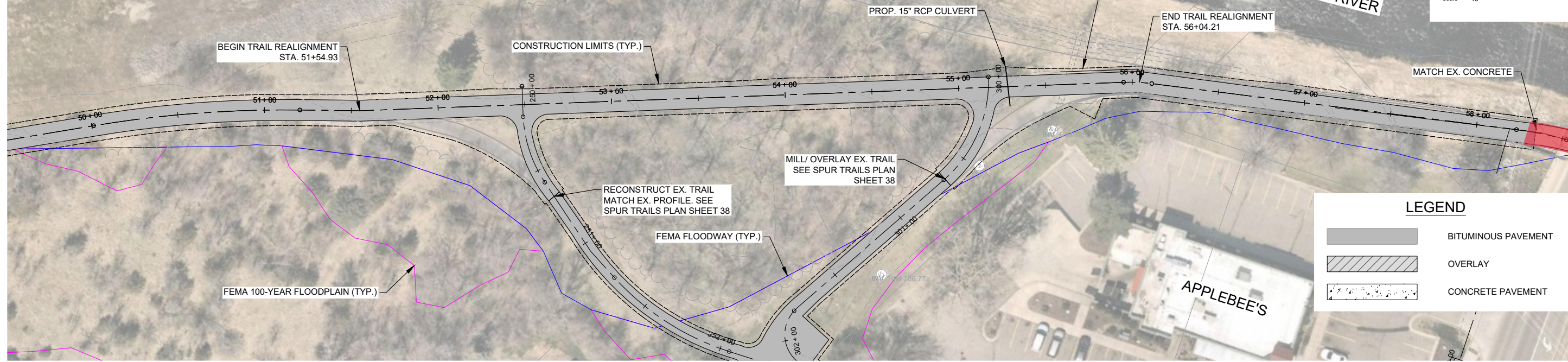
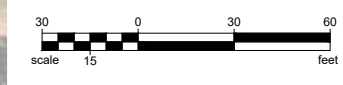
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 BLAKE K. HANSEN, PE
 DATE 07-14-2023 LICENSE NO. 58904

VERMILLION RIVER GREENWAY
 HASTINGS, MN
 COUNTY PROJECT NO. 98-031, PARKS NO. P30002

SPUR TRAIL PLANS
VERMILLION RIVER GREENWAY

- GENERAL NOTES:
1. TRAIL RUNNING SLOPE SHALL NOT EXCEED 5.0% UNLESS OTHERWISE SHOWN ON PLANS.
 2. TRAIL TARGET CROSS SLOPE SHALL NOT EXCEED 2.0%.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ALL NON-COMPLIANT RUNNING AND CROSS SLOPES.

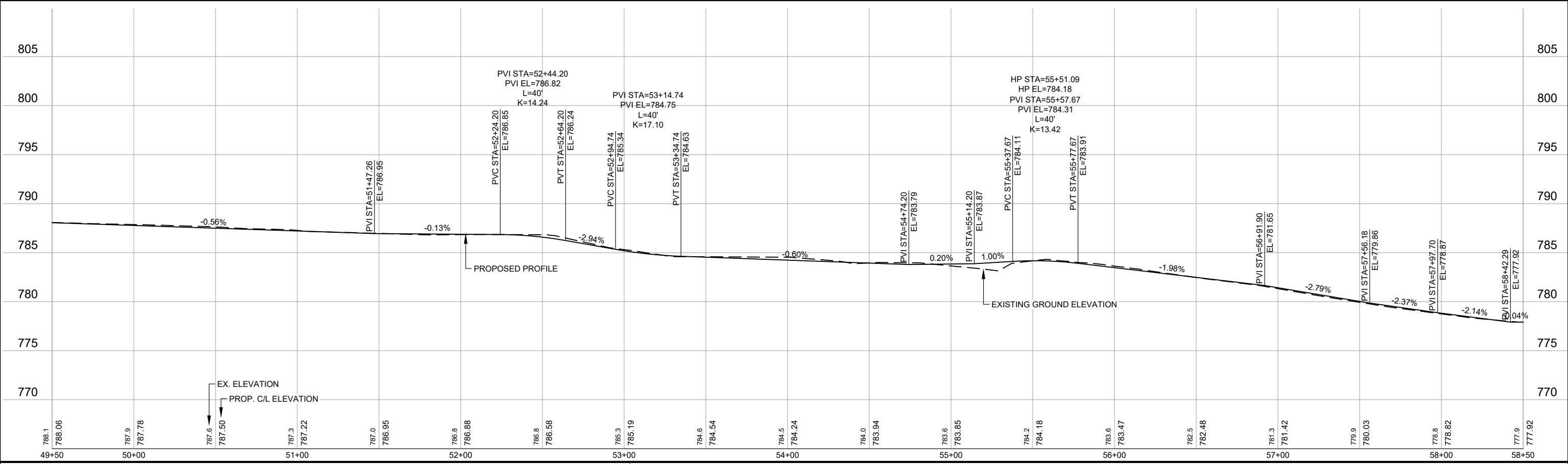
LUP 1913-0119 Exhibit A Sheet 2 of 4



LEGEND

- BITUMINOUS PAVEMENT
- OVERLAY
- CONCRETE PAVEMENT

VERMILLION RIVER GREENWAY



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SEH Project	DAKOT 167882	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
Drawn By	SS29	.			.		
Designed By	NMB	.			.		
Checked By	WB	.			.		

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRELIMINARY
 BLAKE K. HENSEN, P.E.
 DATE: XX-XX-XX LICENSE NO. 58904

VERMILLION RIVER GREENWAY
HASTINGS, MN

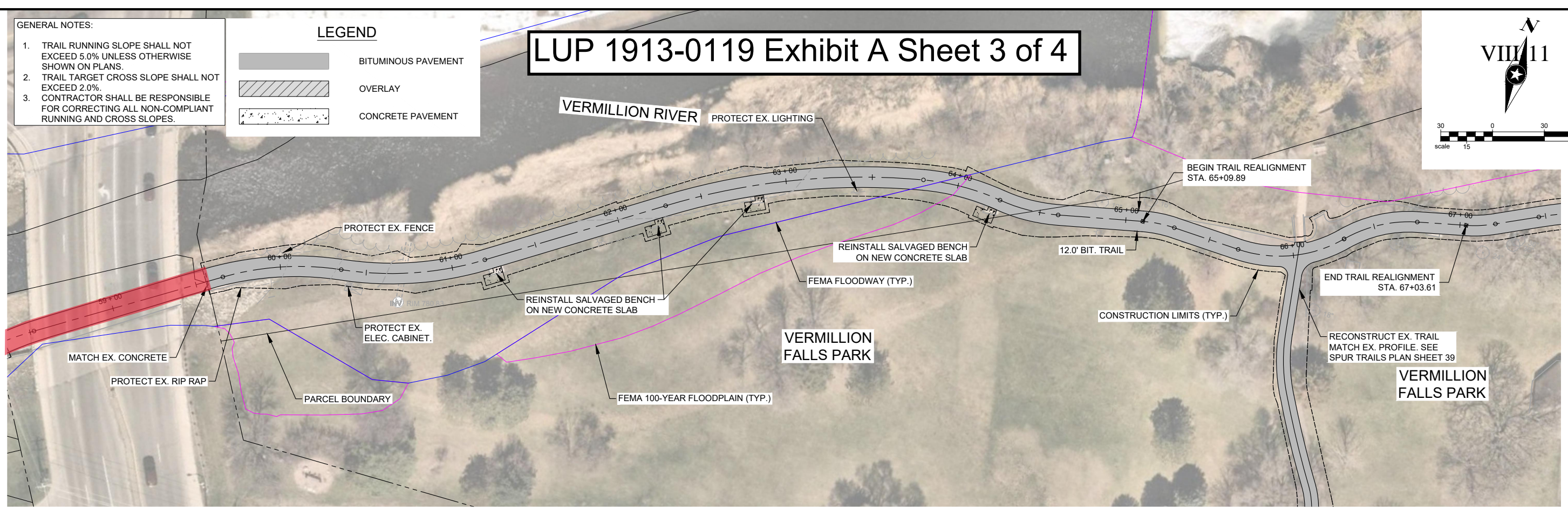
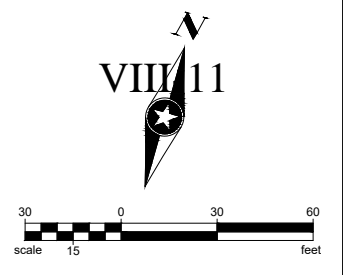
TRAIL PLAN & PROFILE
VERMILLION RIVER LINEAR PARK TO FALLS PARK

LUP 1913-0119 Exhibit A Sheet 3 of 4

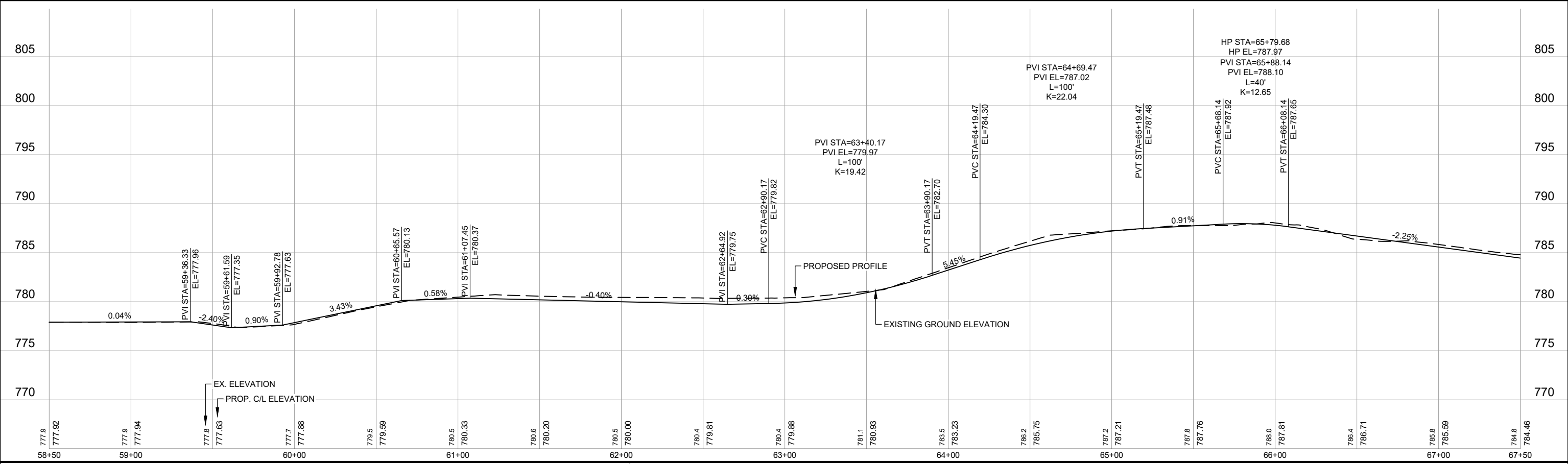
- GENERAL NOTES:**
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 - TRAIL TARGET CROSS SLOPE SHALL NOT EXCEED 2.0%.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ALL NON-COMPLIANT RUNNING AND CROSS SLOPES.

LEGEND

- BITUMINOUS PAVEMENT
- OVERLAY
- CONCRETE PAVEMENT



VERMILLION RIVER GREENWAY



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SEH Project	DAKOT 167882	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
Drawn By	SS30	.			.		
Designed By	NMB	.			.		
Checked By	WB	.			.		

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY

BLAKE K. HENSEN, PE
DATE: XX-XX-XX LICENSE NO. 58904

VERMILLION RIVER GREENWAY
HASTINGS, MN

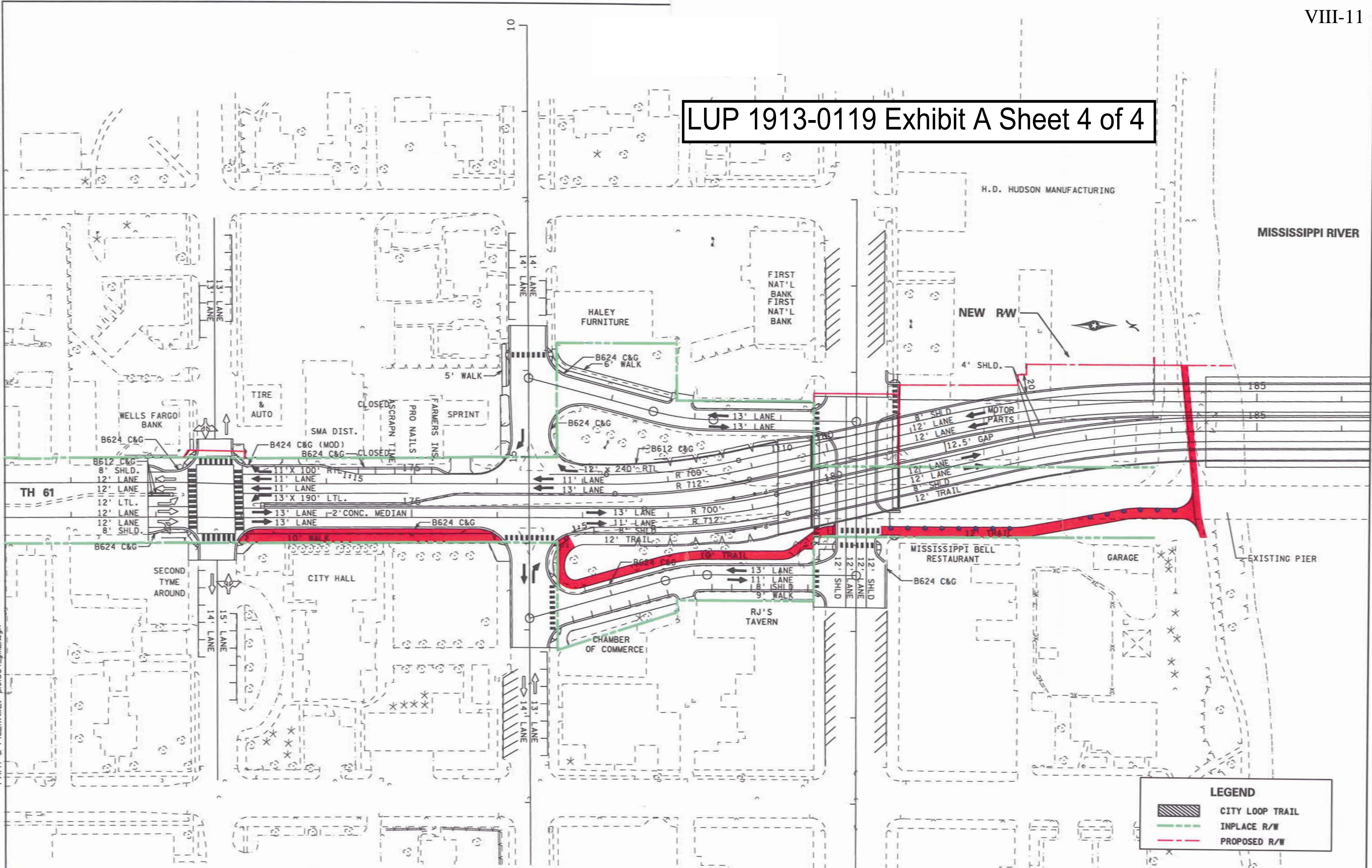
TRAIL PLAN & PROFILE
VERMILLION RIVER LINEAR PARK TO FALLS PARK

41 of 92




LUP 1913-0119 Exhibit A Sheet 4 of 4

PLOTTED/REVISED: 09-SEP-2009 10:16

DISTRICT #: METRO
PLOT NAME: p191364_gm21
PATH & FILENAME: p191364_gm21.dgn



LEGEND

-  CITY LOOP TRAIL
-  INPLACE R/W
-  PROPOSED R/W

REALMS LUP # 1913-0061

SHARED USE TRAILS - EXHIBIT A

DRAWN BY:	CHECKED BY:	CERTIFIED BY _____	LIC. NO. _____	DATE _____	STATE PROJ. NO. 1913-64 (T.H. 61)	SHEET NO. _____	OF _____	SHEETS
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EXHIBIT B

CITY OF HASTINGS
Dakota Count, Minnesota

Resolution No. 10- -23

RESOLUTION TO ENTER INTO AND EXECUTE A LIMITED USE PERMIT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTAINING AND OPERATING A NONMOTORIZED TRAILS WITHIN THE RIGHT-OF-WAY OF TH 61 IN CONTROL SECTION 1913

WHEREAS, the City of Hastings requests to work cooperatively with MnDOT to maintain and operate a nonmotorized trail sections within the right of way of Trunk Highway 61; and,

WHEREAS, said non-motorized trail system provides City residents and visitors with a transportation system that maximizes the health of people, the environment, and the economy in accordance with the State of Minnesota's Multi-modal Transportation plan; and

WHEREAS, the Minnesota Department of Transportation requires Limited Use Permits for trails within their rights-of-way:

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS; that the Mayor and the City Clerk are authorized to execute the Limited Use Permit and its amendments, and that the City of Hastings enter into Limited Use Permit No. 1913-0119 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Hastings upon, along and adjacent to Trunk Highway No. 61 and the limits of which are defined in said Limited Use Permit.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 16TH DAY OF OCTOBER, 2023.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Hastings, Minnesota at an authorized meeting held on the 16th day of October,2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2023

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

C.S. 1913 (T.H. 61)
LUP # 1913-0119

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 1910 (T.H. 55)

County of Dakota

LUP # 1910-0117

Permittee: City of Hastings

Expiration Date: 10/3/2023

Coop./Const. Agmt # _____

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Hastings, ("Permittee"), to use the area within the right of way of Trunk Highway No. 55 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 10/3/2023 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

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 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
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Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

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

and to MnDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
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The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL

CITY OF HASTINGS

By _____

Its Mayor

By: _____
District Engineer

Date _____

And _____

Its City Clerk

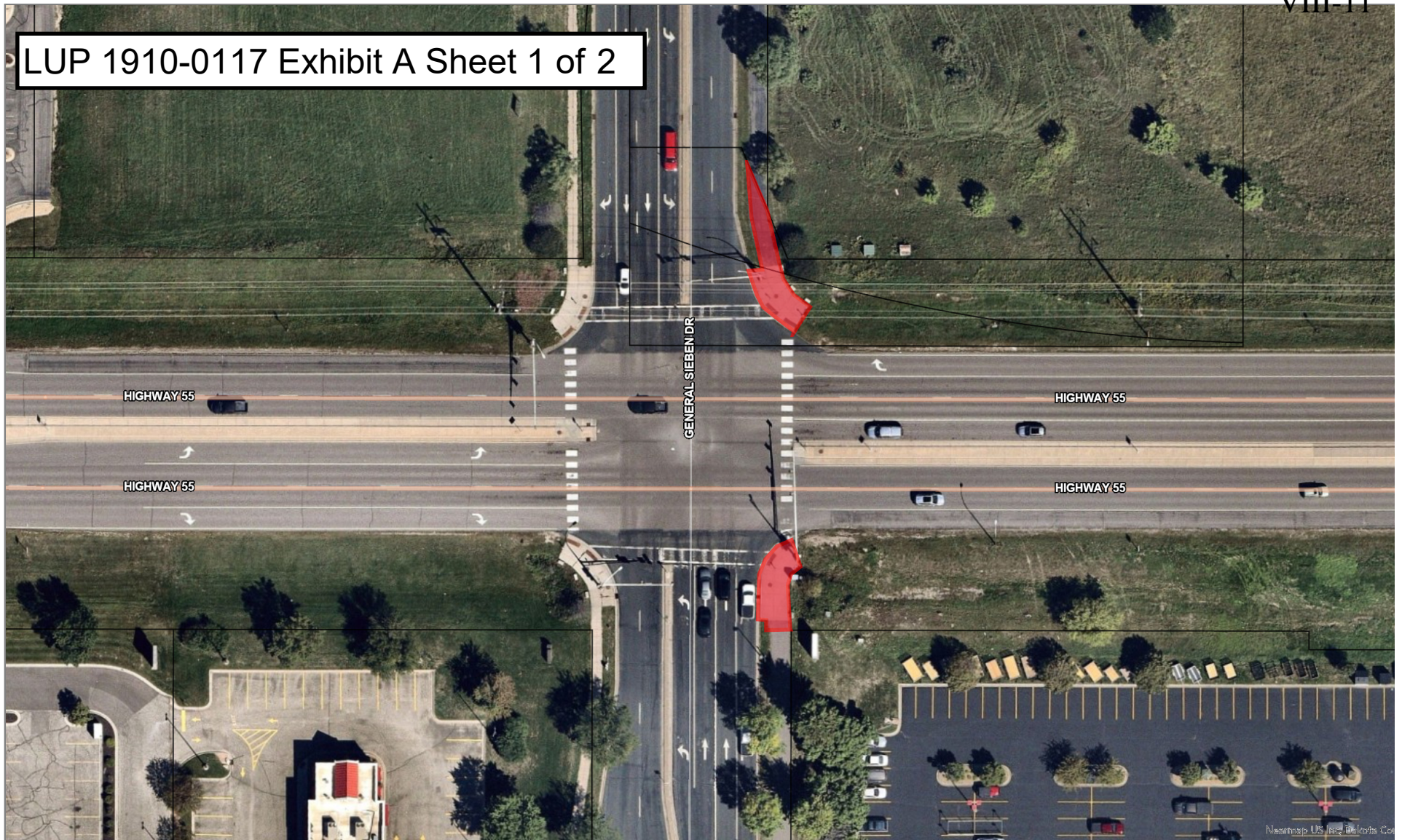
APPROVED BY:
COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

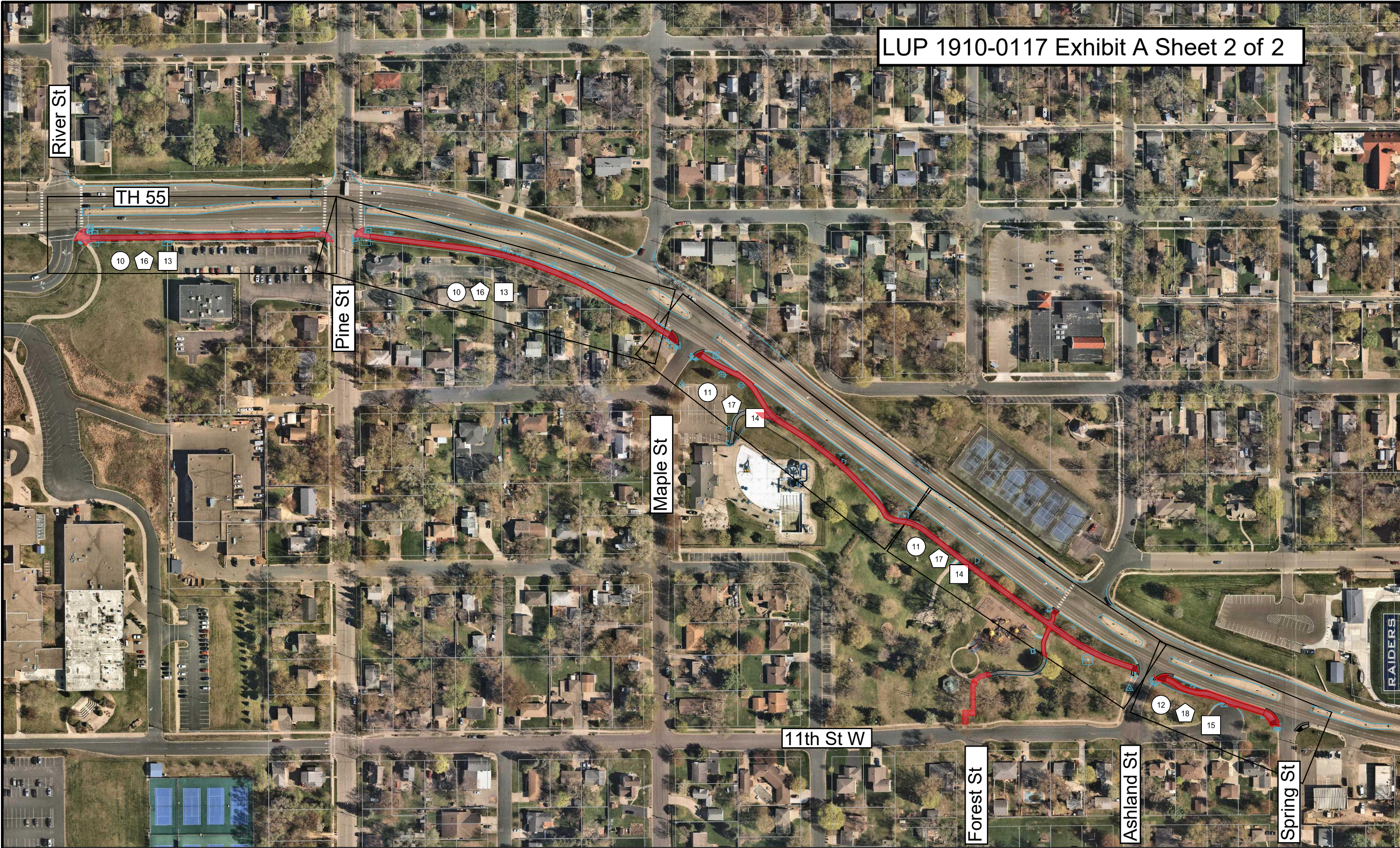
The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

LUP 1910-0117 Exhibit A Sheet 1 of 2



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 50 feet
10/3/2023



REVISIONS	
NO.	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

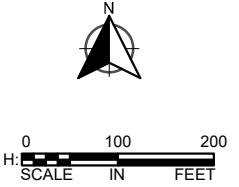
Justin Messner
 JUSTIN MESSNER
 DATE: 08/04/2023 LIC. NO.: 45857

GENERAL LAYOUT

HWY 55 BITUMINOUS WALK RECONSTRUCTION
 CITY OF HASTINGS

LEGEND

SHEET NO.	DESCRIPTION
(X)	REMOVAL PLAN
(X)	EROSION AND SEDIMENT CONTROL PLAN
(X)	BITUMINOUS WALK CONSTRUCTION PLAN



K:\022687-000\Cad\Plan\022687-000-GENRL LAY-PLAN.dwg 8/10/2023 10:04:04 AM

EXHIBIT B

CITY OF HASTINGS
Dakota Count, Minnesota

Resolution No. 10 - -23

RESOLUTION TO ENTER INTO AND EXECUTE A LIMITED USE PERMIT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTAINING AND OPERATING A NONMOTORIZED TRAILS WITHIN THE RIGHT-OF-WAY OF TH 55 IN CONTROL SECTION 1910

WHEREAS, the City of Hastings requests to work cooperatively with MnDOT to maintain and operate a nonmotorized trail sections within the right of way of Trunk Highway 55; and,

WHEREAS, said non-motorized trail system provides City residents and visitors with a transportation system that maximizes the health of people, the environment, and the economy in accordance with the State of Minnesota’s Multi-modal Transportation plan; and

WHEREAS, the Minnesota Department of Transportation requires Limited Use Permits for trails within their rights-of-way:

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS; that the Mayor and the City Clerk are authorized to execute the Limited Use Permit and its amendments, and that the City of Hastings enter into Limited Use Permit No. 1910-0117 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Hastings upon, along and adjacent to Trunk Highway No. 55 and the limits of which are defined in said Limited Use Permit.

ADOPTED BY THE CITY COUNCIL OF HASTINGS, MINNESOTA, THIS 16TH DAY OF OCTOBER, 2023.

Mary D. Fasbender, Mayor

Kelly Murtaugh, City Clerk

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Hastings, Minnesota at an authorized meeting held on the 16th day of October, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2023

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

C.S. 1913 (T.H. 61)
LUP # 1913-0119



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 16, 2023
Item: Engage with HKGI for Master Planning Services.

Council Action Requested:

Accept proposal and authorize staff to engage with HKGI to provide Master Planning Services for the Lake Rebecca Park Redevelopment Project.

Background Information:

The City of Hastings received \$1M in grant funding from the LCCMR/ENRTF to complete a redevelopment project at Lake Rebecca Park. The project will include development of a master plan which focuses on habitat restoration, enhancement and expansion as well as redevelopment of the Lake Rebecca parking lots, boat launch and trails.

Staff solicited proposals from multiple consulting firms, four (4) were returned. Proposals received were from SRF at 149,999, SEH at \$149,941.62, Bolton & Menk at \$149,500, and HKGI at \$123,000.

HKGI's proposal meets the needs of the City and this project and was the lowest cost at \$123,000.00.

Staff recommend awarding this professional services contract to HKGI as proposed.

Financial Impact:

This project and the cost for project management is 100% grant funded.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- HKGI proposal



PROPOSAL FOR PLANNING & DESIGN SERVICES
LAKE REBECCA PARK MASTER PLAN
HASTINGS, MINNESOTA



Prepared by HKGI and Emmons & Olivier Resources Inc.
September 15, 2023

**Lake Ann Park
Chanhassen**

CONTENTS

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September 15, 2023



Chris Jenkins, Parks and Recreation Director
City of Hastings
920 West 10th Street
Hastings, MN 55033

Dear Chris and Members of the Selection Committee,

We are pleased and excited to submit this proposal for master planning and design services for Lake Rebecca Park. For this project we have teamed with Emmons & Olivier Resources (EOR), whose staff will provide natural resources planning and engineering services that will complement the park planning and landscape architecture services provided by HKGI's staff. HKGI and EOR have teamed on multiple parks master planning projects over the past decade. We have worked together to analyze, explore, and develop plans for parks along the St. Croix National Scenic Riverway, as well as parks with multiple water and land natural resources and wildlife habitat.

We understand this project needs to prioritize stakeholder engagement in order to avoid duplication of restoration efforts and determine the best path forward for Lake Rebecca Park. The master plan will focus on development of an ecological-based vision that will enhance the wildlife habitat and natural resources in the park. Multiple stakeholders have knowledge of and history with the site and will contribute valuable information to the development of the master plan. Our proposed approach dedicates a significant amount of effort into facilitating stakeholder engagement and converging on a shared vision for the park.

Consideration must also be given to the passive recreational facilities in the park and improvement of those facilities. Frequent flood events make the recreational facilities unable to be used for large portions of the spring and summer seasons. DNR regulations and permits, such as the requirement for no net rise in elevation along the Mississippi River, will need to be considered when exploring design ideas.

Our team's approach will be focused on exploring options, issues, and opportunities for the master plan, including understanding past and ongoing U.S. Army Corps of Engineers restoration work. Our goal is for the master plan to identify the vision that will establish and guide the recommendations for design and construction implementation. This proposed process will emphasize the development of a strong master plan that will complement, and not duplicate, past and ongoing restoration efforts and will gain buy-in from stakeholders and agreement on a shared vision for the park. The master plan will set the stage for subsequent site design and construction of a new boat launch, parking lot, trails, and key ecological restoration efforts.

We look forward to this opportunity. If you have any questions, please reach out to me.

Sincerely,



Gabrielle Grinde, PLA
Vice President

 612.252.7141

 gabrielle@hkgi.com



HKGi

HKGi was established in 1982 to provide community-based planning and design services to clients throughout the Upper Midwest. Our objective is to help clients build great places for people to live, work, and play. We combine our technical skills and passion for community design with the local knowledge and passion that community stakeholders and leaders have for their communities, neighborhoods, and parks. This community-based approach has been at the heart of our practice since HKGi's founding.

Park Master Planning Services

Park and recreation planning has long been a core service at HKGi. Our planners and landscape architects bring a wealth of experience and knowledge about the programming, sustainability, community engagement, and operations issues that park and recreation planning projects must address.

We leverage our experience, creativity, and understanding of the park development process to provide action-oriented plans and design services that help clients achieve their community's vision for its parks, trails, and open spaces.

Firm Role

HKGi will serve as the lead consultant and will be responsible for project management, engagement leadership, and landscape architecture services for the master planning and design phases of this project.



**CREATING PLACES
THAT ENRICH
PEOPLE'S LIVES**

612.338.0800

www.hkgi.com

800 Washington Ave. N., Suite 103
Minneapolis, Minnesota 55401

PRINCIPALS

Paul Paige, PLA, President
Brad Scheib, AICP, Vice President
Bryan Harjes, PLA, LEED AP, Vice President
Gabrielle Grinde, PLA, Vice President

ASSOCIATES

Rita Trapp, AICP, LEED AP
Jeff Miller, AICP
Lance Bernard

STAFF

4 Certified Planners
8 Licensed Landscape Architects
9 Planners/Urban Designers
2 Marketing Communications



**COLLABORATE
LISTEN
EXPLORE
CREATE**



Emmons & Olivier Resources, Inc. (EOR)

Established in 1997, EOR is a collaborative group of environmental and design professionals passionate about protecting our waters, restoring healthy ecosystems, and enhancing our community's unique sense of place. We are an employee owned, multi-disciplinary water resource-based firm that specializes in water resources engineering, watershed planning, and modeling; environmental compliance, biological surveying, and restoration; and sustainable site design, planning, and landscape architecture

Approach

At EOR, scientific study and design are inherently intertwined in the pursuit of sustainability. The analytical and creative richness of our solutions derives from this characteristic integration and results in the highest social, environmental, and economic returns for our clients.

Mission + Values

- » We care for the earth and its inhabitants
- » We collaborate with environmentally conscious customers
- » We attract passionate, creative professionals
- » We work in an aspiring and healthy environment
- » We foster a culture of ownership
- » We support the communities we serve
- » We believe now is the time to act

Firm Role

EOR will provide planning, engineering, and landscape architecture services related to natural resources, stormwater, floodplain, and permitting requirements for the master planning and design phases of the project.



O: 651.770.8448

E: info@eorinc.com

W: www.eorinc.com

1919 University Avenue West, #300
Saint Paul, Minnesota 55104



Gabrielle Grinde

HKGi
Principal and Project Manager



Bryan Harjes

HKGi
Concept Design



Aimee Hackett

HKGi
Graphic Design, Engagement



Paul Paige

HKGi
Design Review



Kyle Crawford

EOR
Civil Engineering



Amy Bower

HKGi
Lead Landscape Architect



Jimmy Marty

EOR
Natural Resources



Leilen Farias

HKGi
Design Support





Lumberjack Landing Park Master Plan and Improvements

Stillwater, Minnesota - HKGi worked with a multi-disciplinary team to develop a master plan for a new park fronting the St. Croix River on 15-acres immediately north of downtown Stillwater and the Lift Bridge. The new park is on what was formerly private land and includes an existing house that will be renovated and converted into a park building. The park will provide much-needed access to the St. Croix River for non-motorized watercraft, such as canoes and kayaks. Such access does not currently exist in the area. The park will also feature fishing piers, internal trails and connections to the adjacent Brown's Creek State Trail, and site restoration and vegetation management plan.

HKGi is currently leading the development of design documents to implement some of the master plan's key short-term initiatives. These improvements include an ADA accessible canoe/kayak launch and trail connection. Both the planning and design phases have required significant engagement and coordination with federal, state, and county agencies to ensure compliance with Wild and Scenic River requirements, state trail connection standards, and county site requirements.

HIGHLIGHTS

Coordination of review by agencies at the federal, state, and county levels, including compliance with Wild and Scenic River requirements

Launch design features ADA accessibility and accommodation for significant fluctuation of water levels

REFERENCE

Shawn Sanders, Public Works Director
City of Stillwater
ssanders@ci.stillwater.mn.us
651-430-8835





Big Elk Lake Regional Park Master Plan

Sherburne County, Minnesota - HKGi worked with Sherburne County to create a master plan for a potential new county park on a 400-acre privately-owned site. The former owner wanted the land to become a park to preserve the site's natural areas and provide public lake access and a recreational amenity. The County conducted initial archeological and architectural studies to identify Native American burial grounds and artifacts and assess the quality of existing structures on site. HKGi was hired to conduct further site analysis, evaluate natural resources, facilitate public engagement, and develop a master plan to meet Greater Minnesota Regional Parks and Trails Commission (GMRPTC) requirements.

Key engagement for this project involved meetings and site tours with tribal representatives and GMRPTC staff to modify the initial concept plans, placing greater emphasis on Indigenous history and natural resource preservation, as the site's owners had come to desire during the discovery process. The final master plan prioritizes natural resource restoration projects; cultural preservation, education, and interpretation; reducing the number of recreational amenities; and preserving access to the lake and the site's other outstanding landscape features.

HIGHLIGHTS

Development of high quality renderings to enhance fundraising, marketing, and stakeholder communication efforts

Planning addresses sensitive natural and cultural resources on site

REFERENCE

Gina Hugo, Parks Coordinator
 Sherburne County
gina.hugo@co.sherburne.mn.us
 763-765-3308





Carrick's Landing Improvements

Otsego, Minnesota - HKGi provided the City of Otsego with concept planning services for the development of a paddle launch on the Mississippi River at Carrick's Landing Park. Initial planning included the creation of a development concept to identify the best location for the launch and explore potential configurations. HKGi continued its work on the next implementation phases, including schematic design assistance with grant writing to help fund the improvement project.

Improvements under development include stairway and an accessible ramp to provide access to the riverfront; a new shelter; wayfinding signage; benches; a new connection from the parking lot to the landing; and a floating dock.

HIGHLIGHTS

Landing and launch design features ADA accessibility

Natural resource restoration key part of landscape design

Design review includes compliance with regulation of development along the Mississippi River

REFERENCE

Nick Jacobs, Parks and Recreation Director
City of Otsego
njacobs@ci.otsego.mn.us
763-334-3170



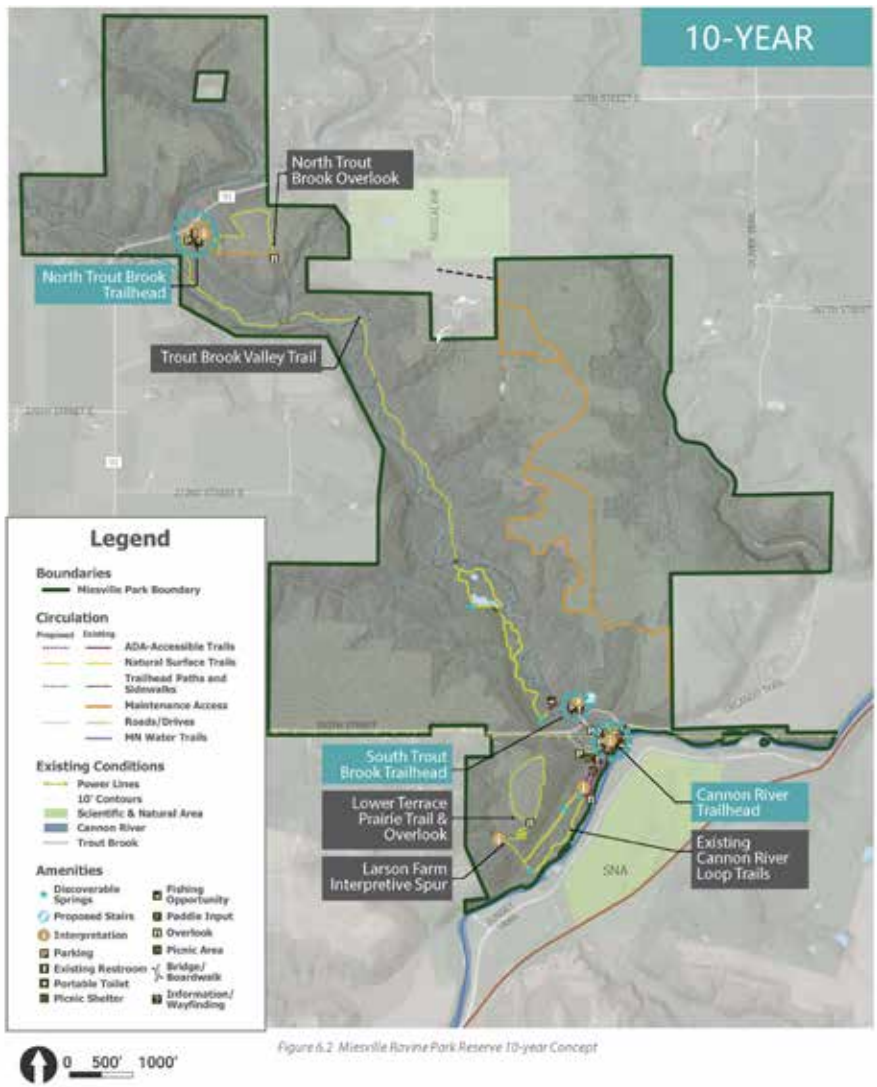


Figure 6.2 Miesville Ravine Park Reserve 10-year Concept



Miesville Ravine Park Reserve Master Plan

Dakota County, Minnesota - HKGi has provided park master planning leadership for a multi-disciplinary team that includes EOR, who is providing natural resources planning expertise. The 1,850-acre park feature high-quality landscapes and cultural resources that the county seeks to preserve while also improving the visitor experience and access to some of the park reserve's features.

The plan established a three-part approach that directs financial and staff resources. 1. Continue to stabilize and preserve the park reserve's natural and cultural resources. 2. Provide thoughtfully integrated, accessible amenities that welcome a broader range of users into the park reserve. 3. Embrace the park's remote setting as a way for visitors to get comfortable exploring remote natural landscapes.

In order to minimize impacts on sensitive resources like trout streams, prairie flora, and bluffs within the park reserve, the plan takes a cautious approach to park development, establishing a 10-year development timeframe for improvements to existing park elements and a long-term development timeframe for more significant expansion of park amenities.

HIGHLIGHTS

- Addresses preservation and restoration of highly-sensitive natural and cultural resources
- Long-term implementation strategies intended to enable park restoration efforts to mature

REFERENCE

Lil Leatham, Principal Planner
 Dakota County
 lil.leatham@co.dakota.mn.us
 952-891-7159





The park master plan (left) identifies a wide range of potential improvements and park expansion or integration opportunities.

HKGi created 3D renderings of the archery range that is proposed for the park as part of the master plan (above).

Great River Regional Park Complex Master Plan

Stearns and Benton Counties, Minnesota - HKGi conducted an expedited master planning process to ensure that the clients would be able to meet a fast-approaching deadline for the GMRPTC's park and trail designation process. HKGi conducted the planning process over the course of six weeks, including County Parks Commission and Board approval. Despite a compressed schedule HKGi worked with the two clients to engage a considerable number of stakeholders and collect their input and reactions to plan concepts.

The Great River Park Complex actually consists of two parks on opposite sides of the Mississippi River. Canoe and kayak launches on either side of the river will connect the parks, and will also provide access to the Mississippi River State Water Trail bisecting the park. Improvement initiatives include trail improvements and natural resource restoration throughout, but also include a new Archery Center, upgrades to the existing Disc Golf course, improvements to the Historic Farmstead, a new day use area, and potential acquisition for park expansion. HKGi created 3D visualizations and animations to illustrate the Archery Center concept, which received a significant amount of community support.

HIGHLIGHTS

- Designated a Regional Park in 2020
- Compressed planning timeframe of approximately six weeks from start to finish
- Brief but successful community engagement using online input methods to collect detailed, location-based comments

REFERENCE

Ben Anderson, Parks Director
Stearns County
320-255-6172
benjamin.anderson@co.stearns.mn.us





St. Louis River Corridor Parks Planning

Duluth, Minnesota - HKGi provided planning leadership and expertise for an extraordinary initiative to transform the St. Louis River Corridor into a national environmental learning and outdoor recreation destination. The process began with a 2-day visioning workshop to help the City and the corridor's stakeholders establish an overarching vision to guide subsequent parks and natural resource development efforts.

Since that initial workshop, HKGi conducted several park and trail planning projects including the Cross City Trail Master Plan, the West Duluth Sports Corridor Mini-Master Plan, the St. Louis River Estuary National Water Trail Master Plan, the Tallas Island Paddle Center Concept Plan, the St. Louis River Corridor Trails Master Plan, and park master plans for eleven parks in the neighborhoods surrounding the river.

Nearly all of the plans had to address one or more of the following issues: floodplains, river access, natural resource restoration and conservation, development on former industrial land, recreational programming, and financial or ecological feasibility.

HIGHLIGHTS

Master planning addresses a wide variety of park and recreation issues including landscape restoration in former industrial areas

Tallas Island Paddle Center concept to enhance public access to St. Louis River



storymaps.arcgis.com/collections/a82dd3aa0ded405b8172cc03db15e7f1

Awards Fun Stuff RFPs Christmas Online video tutor... Web Examples Minneapolis St. Paul Plan Reports Online Mapping Inspiration

Duluth Parks & Recreation

Collection

Duluth's Natural Resources Management Program Plan

March 2022

Click on the image to explore each chapter

1. Introduction
2. Program Lands & Areas
3. Natural Resources Values
4. Issues & Opportunities
5. Program Coordination
6. Goals, Strategies, Metrics

1. Introduction

Focusing on a Resilient Future for Duluth's Natural Resources

March 2022

Natural Resources Act 48 Habitat & Purpose HMOV Development Program Elements Partners

6. Goals, Strategies, Metrics

Measuring for Success

March 2022

Natural Resources Management Program Plan

Duluth, Minnesota - EOR recently served as the lead consultant for the creation of a Natural Resources Management Program Plan to guide the City of Duluth in improving its resiliency to flooding and other natural disasters. HKGi provided planning, landscape architecture and engagement support for the plan. The plan includes an inventory and analysis of City-managed natural resources, including public open space lands that are dedicated to preservation or connected to local stream systems and watersheds.

The plan's strategies and recommendations address a broad range of topics including land protections, short-term and long-term ecological restoration and management, community outreach and educations, and potential partnerships with other agencies and organizations. The Plan also contains information regarding prioritization, implementation guidelines, a range of cost estimates based on base-, mid- and full-implementation, and measurable targets to help the City gauge progress.

HIGHLIGHTS

Plan is housed online to ensure accessibility and facilitate efficient plan updates

Wide-ranging plan addresses a broad spectrum of natural resource issues throughout the city and its surroundings



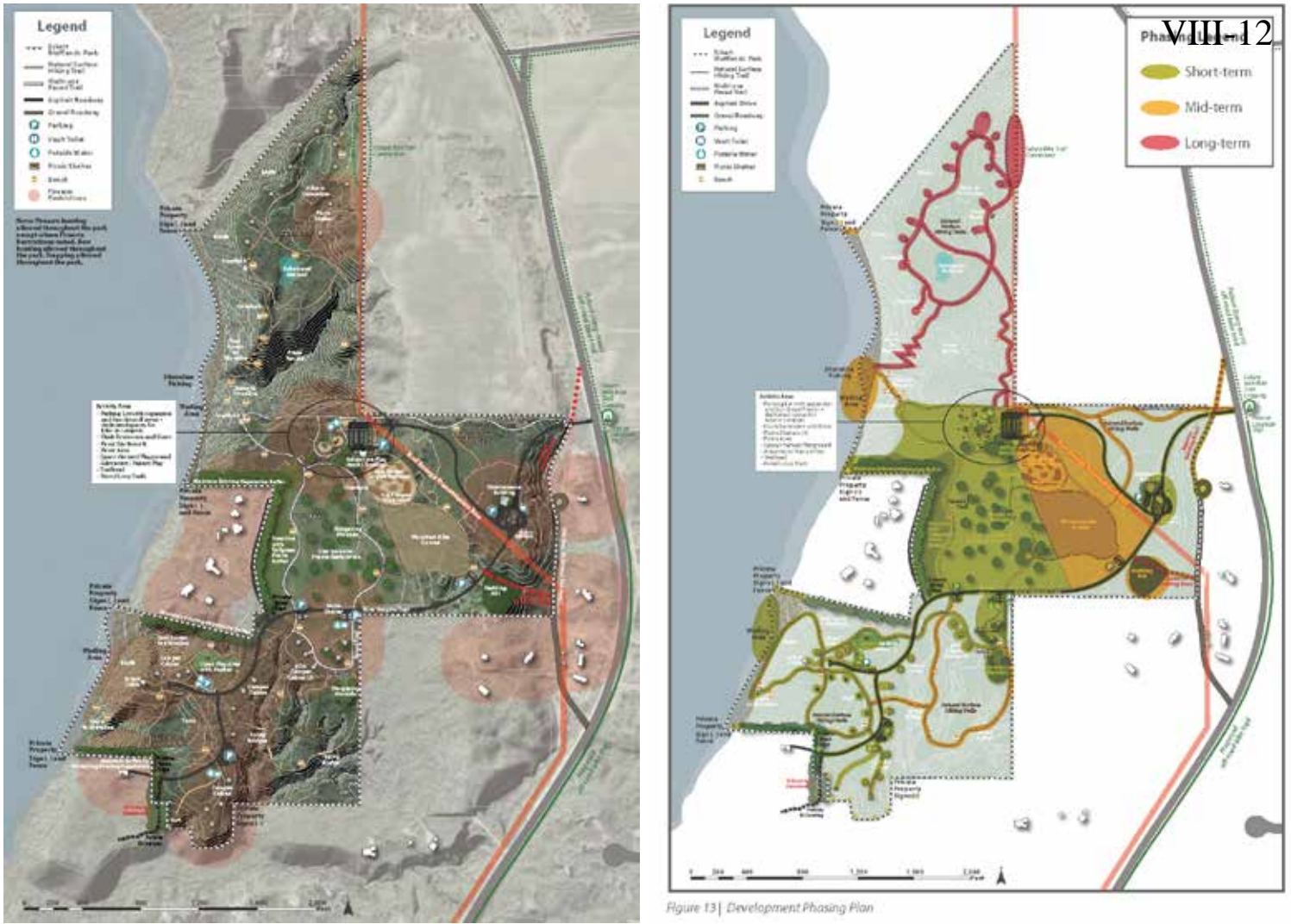


Figure 13 | Development Phasing Plan

Eckert Blufflands Park Master Plan

St. Croix County, Wisconsin - HKGi led a planning process for a new park on what was formerly private land on the Wisconsin side of the St. Croix River. The planning team conducted an inventory of existing conditions for the 167-acre project area and then conducted initial engagement with the community. This analysis and input was used to identify potential issues and opportunities for development of the park and then provided a foundation for the creation of three park concepts. HKGi worked with county staff and community stakeholders to explore development potential in each of the concepts and create a preferred concept to guide future development of the park.

While each concept included similar program elements such as campgrounds, trails, scenic overlooks, landscape preservation and restoration, and fishing access, each concept featured a different emphasis and level of impact to the site. The final master plan document identifies and prioritizes implementation initiatives and also includes strategies to help the county secure funding and phases for park development and construction.

HIGHLIGHTS

- Extensive online engagement processes using Social Pinpoint and ESRI StoryMaps.
- Several stakeholder meetings with landowners, local government representatives, and utilities.
- In-depth conceptual planning and design process for multiple facilities.



Lake Auburn Boat Launch

Date: 2019
Location: Victoria, MN
Client: Three Rivers
 Park District

Summary

EOR developed site plan options and associated construction and O&M cost estimates for an improved boat launch facility at Lake Auburn for the Three Rivers Park District and the Minnesota Department of Natural Resources and garnered stakeholder consensus on a final plan.

The existing facilities & program were dated, worn and insufficient for the increasing interest in the park. EOR's design layered the needs for safety and accessibility with environmental improvements that brought stormwater filtering, shoreline stabilization, ADA accessibility, aquatic habitat, and entirely new carry-in and trailered watercraft launch facilities to the site.

Client Benefits

- Facility is entirely ADA accessible and includes unique accessible shoreline fishing opportunities.
- Bio-engineered shoreline addresses shoreline erosion while enhancing habitat and near-shore fishing experience.
- Expanded facility minimizes tree loss and removals are utilized near shore as fish habitat structures.
- Launch includes a modern aquatic invasive species 'tie down' station for watercraft inspection and cleaning.





In Progress



Existing conditions



Eagle Park Ecological Design

Date: 2022 - 2023
Location: Bondurant, IA
Client: City of Bondurant

Summary

Eagle Park is located in the middle of a growing residential area. EOR was contracted to work with the City to develop park space that would serve the local residents, while placing focus on the ecological potential of the site. Sited between different neighborhoods and schools, this site offered opportunities to better connect local uses while also expanding the City's trail network.

With a team of natural resource specialists, landscape architects and engineers, a plan was developed to build a "nature first" park space that maximized the ecological benefits of the site, while also providing better access, connectivity, and recreational opportunities for the community. The final design celebrates the existing stream and wetland habitats the site has by connecting users to these valuable places. Stream access, restored prairie, gathering spaces, parking, educational signage and a network of trails bring out the potential of the site in a naturalistic and beautiful way. EOR also explored the future incorporation of a disc golf course. Eagle Park is currently under construction, and is anticipated to be open to the public spring, 2023.

Client Benefits

- Helped maximize the natural ecological elements of the site.
- Developed maintenance requirement for all of the restoration efforts to ensure the health and sustainability of these new spaces.
- Provided improved connections in the space for the community.



Beaverdale Park Assessment & Restoration Design

Date: 2023 - Present
Location: Des Moines, IA
Client(s): City of Des Moines

Summary

Redevelopment of the community-beloved Beaverdale Park is centered on the restoration of the park's oak-hickory woodlands, urban stream revitalization, and enhanced user accessibility. The City of Des Moines selected EOR to implement this critical step, based on our versatility and cross-pollination in both park design and natural resource rehabilitation.

The richness of the resulting plan originates from an initial week-long onsite resource assessment and iterative onsite planning & vetting by a team of design and natural resource professionals.

Impacts from the urbanized watershed will be partially mitigated within the park through floodplain reconnection, strategic bank stabilization, and stream pattern adjustments to protect existing infrastructure and steep bluff slopes.

Client Benefits

- Optimal construction cost and minimized resource disturbance stemming from integrated design and construction sequencing.
- Park trail plan was derived via days of on-site planning and vetting by owner and multidisciplinary team, which fostered varied trail typologies, minimized resource impact, and desired 'back-country' user experience.
- Trees proposed for removal will be utilized for instream habitat as well as trail definition and stabilization (e.g., water bars).





Gabrielle Grinde

ASLA, PLA (MN)

Vice President

 gabrielle@hkgi.com

Years of Experience: 15

Education

Master of Landscape Architecture, University of Minnesota

Bachelor of Arts-Political Science, University of Wisconsin-Madison

Registration

Landscape Architect, Minnesota
License No. 50416

Awards

2020 MRPA Award of Excellence -
Hutchinson Parks, Recreation and
Community Education System Plan

2015 MN APA Planning in Context Award -
Moorhead River Corridor Plan

2015 MN APA Innovation in Planning Award
- Lanesboro Arts Campus Vision Plan

2015 MNDOT Stewardship Award in
Transportation and the Natural Environment
- River to River Greenway, Dakota County,
MN

2015 ASLA-MN Merit Award for Analysis and
Planning - Parks and Recreation Master Plan,
Duluth, MN

2015 ACEC-MN Engineering Excellence
Honor Award - Downtown Commons
Enhancements, Buffalo, MN

As project manager Gabrielle will be the primary point of contact for this project and will oversee the work of the planning and design team.

Gabrielle has provided comprehensive park, trail, recreation, and open space master planning services to communities throughout the region and has led master planning processes for several ecological- and natural resource-based parks. She has also led the design process for park improvements in sensitive landscapes.

Her breadth and depth of experience means she understands many of the key issues that will need to be addressed and considered during the planning and design process for Lake Rebecca Park. She has also collaborated with EOR staff on several of the projects included in this proposal and has an excellent working relationship with them.

Relevant Project Experience

- » Lumberjack Landing Park Master Plan and Site Improvements | Stillwater, MN
- » Big Elk Lake Regional Park Master Plan | Sherburne County, MN
- » Eckert Blufflands Park Master Plan | St. Croix County, WI
- » Carrick's Landing Improvements | Otsego, MN
- » Vermillion River Greenway Master Plan | Dakota County, MN
- » St. Louis River Corridor Neighborhood Park Master Plans | Duluth, MN
- » Lake Ann Park Improvements | Chanhassen, MN
- » Great River Regional Park Complex Master Plan | Stearns and Benton Counties, MN





Bryan Harjes

PLA (MN, MI), LEED AP

Vice President

 bryan@hkgi.com

Years of Experience: 24

Education

Master of Landscape Architecture and
Bachelor of Environmental Design,
University of Minnesota

Registration

Landscape Architect, Minnesota, License No.
42954; Michigan License No. 3901001779

Awards

2021 ASLA-MN Honor Award for Planning
and Urban Design - Minnehaha Parkway
Regional Trail Master Plan

2018 ASLA-MN Merit Award for Planning
and Urban Design - St. Louis River Estuary
National Water Trail Master Plan - Duluth-
Superior

2016 AIA Minneapolis Preservation Award
- Minnehaha Park Refectory Renovation,
Minneapolis

2015 ACEC-MN Engineering Excellence
Honor Award - Buffalo Commons, Buffalo,
MN

2014 APA-IA Innovation in Economic
Planning and Development Award - Merle
Hay Road Gateway Redevelopment Master
Plan, Johnston, IA

Bryan will provide design expertise during the charrette at the concept planning phase of the project.

Bryan's involvement in numerous award-winning projects attests to his expertise as a landscape architect. He brings creativity, an ability to lead and facilitate idea generation, and strong critical thinking skills to his project work. His contributions are particularly effective in public workshop and charrette environments, where his ability to listen to ideas and transform them into drawings enables participants to envision and evaluate potential development scenarios.

His experience includes providing park master planning services for several Hastings parks early in his career, and he also has experience conducting park and trail planning and design in contexts similar to those found at Lake Rebecca Park.

Relevant Project Experience

- » Lumberjack Landing Park Plan and Improvements | Stillwater, MN
- » Springbrook Nature Center | Fridley, MN
- » Oxbow Nature Center | Olmsted County, MN
- » Soldier's Field Park Improvements | Rochester, MN
- » Keewaydin Park Improvements | Minneapolis, MN
- » Minnehaha Parkway Regional Trail Master Plan and Improvements | Minneapolis, MN
- » Nokomis-Hiawatha Regional Park Master Plan | Minneapolis, MN
- » S. Valley Park Improvements | Inver Grove Heights, MN
- » St. Louis River Recreational Corridor Master Plan | Duluth, MN





Paul Paige

PLA (MN)

President

 ppaige@hkgi.com

Years of Experience: 33

Education

Bachelor of Landscape Architecture -
University of Minnesota

Registration

Landscape Architect, Minnesota, License No.
23594

Awards

2020 MRPA Excellence Award - River's Edge
Commons Expansion - Elk River

2020 MRPA Excellence Award - Fernbrook
Athletic Fields Complex - Maple Grove

2017 MN APA Success Stories in
Implementation - Downtown Chaska Master
Plan and Streetscape

2015 ACEC-MN Excellence in Engineering
Honor Award - Buffalo Downtown
Commons

2013 MN ASLA Merit Award and 2009 MRPA
Award of Excellence - Rivers Edge Commons,
Elk River, MN

2003 Mpls AIA Merit Award - Bloomington
Civic Plaza

2002 MRPA Award of Excellence -
Normandale Lake Bandshell

Paul will provide design review services for the construction documentation phase of this project.

Paul has more than three decades of experience developing and reviewing design and construction documentation and provides overall quality control services for many of HKGi's design and construction projects.

He has developed an impressive portfolio of park, trail, and site improvement projects and enjoys working with design teams and contractors to ensure that design intent is accomplished during construction and that clients receive high-quality service and deliverables from contractors. His portfolio includes several projects that address many of the complex factors that will influence planning and development of Lake Rebecca Park.

Relevant Project Experience

- » River's Edge Commons | Elk River, MN
- » Veterans Memorial Park | Chaska, MN
- » Great River Regional Park Master Plan | Stearns and Benton Counties, MN
- » North Urban Regional Trail Design | Dakota County, MN
- » Fernbrook Fields Athletic Complex | Maple Grove, MN
- » Gleason Fields Athletic Complex | Maple Grove, MN
- » Lake Ann Park Improvements | Chanhassen, MN
- » Rice Marsh Lake Trail | Chanhassen, MN
- » Bassett's Creek Park Improvements | Minneapolis, MN
- » Bde Maka Ska South Shore Parking Expansion | Minneapolis, MN
- » Big Elk Lake Park Master Plan | Sherburne County, MN





Amy Bower

PLA (MN)

Landscape Architect

 amy@hkgi.com

Years of Experience: 26

Education

Masters of Landscape Architecture,
University of Minnesota

B.S., Industrial Design, University of
Wisconsin-Stout

Registration

Landscape Architect, Minnesota
License No. 41472

Awards

2020 MRPA Excellence Award - River's Edge
Commons Expansion - Elk River

2020 MRPA Excellence Award - Fernbrook
Athletic Fields Complex - Maple Grove

2017 MN APA Success Stories in
Implementation Award - Downtown Master
Plan and Streetscape - Chaska, MN

2015 MnDOT Stewardship Award - River to
River Greenway

2015 ACEC-MN Excellence in Engineering
Honor Award - Buffalo Downtown
Commons

2013 MN ASLA Merit Award and 2009 MRPA
Award of Excellence - Elk River Rivers Edge
Commons

Amy provides design expertise for the schematic, and design development, and construction documentation and administration phases of site improvement projects. She has more than two decades of experience providing landscape architecture services for all kinds of park, trail, and public space improvements, including several complex design projects within sensitive areas.

Her experience as a landscape architect is bolstered by her background in industrial design, enabling her to understand how to transform planning and design concepts into built work. Amy provides outstanding efficiency, is an excellent advocate for the client during bidding and construction phases, and provides reliable cost estimation services that aid clients in planning and budgeting for park improvements.

Relevant Project Experience

- » Lumberjack Landing Park Improvements | Stillwater, MN
- » Lost Lake Greenway and Plaza Design | Mound, MN
- » Lock and Dam Road Streetscape Design | Hastings, MN
- » River to River Greenway Design | Dakota County, MN
- » Veterans Memorial Park | Chaska, MN
- » River's Edge Commons | Elk River, MN
- » Nokomis-Hiawatha Regional Park Master Plan | Minneapolis, MN
- » Springbrook Nature Center | Fridley, MN
- » Fernbrook Fields and Gleason Fields Athletic Complexes | Maple Grove, MN
- » Wayfinding Signage Design | Hutchinson, MN
- » Soldier's Field Park Improvements | Rochester, MN





Leilen Farias

Landscape Designer

 leilen@hkgi.com

Years of Experience: 7

Education

Master of Landscape Architecture and B.S. in Architecture, University of Minnesota

Awards

Regents Scholarship - University of Minnesota

Student Academic Excellence Award, U of M College of Design

U of M Design Student and Alumni Board Member

Leilen will provide design support for the Lake Rebecca Park master plan process, particularly throughout the preliminary and final design phases of the project.

Although Leilen is new to HKGi, she brings seven years of experience contributing landscape design services to public space improvement projects with the University of Minnesota's Landcare Department. Her experience includes cost estimation, concept design, design documentation, construction administration, and working with vendors and contractors.

Leilen is fluent in multiple languages and brings experience living and working in diverse cultural settings, which means she brings new perspectives and ideas to HKGi's design work.

Relevant Project Experience

- » Wayfinding and Signage Plan | Chanhassen, MN
- » Recreation Area Master Plan | Grand Marais, MN
- » Trail Wayfinding Signage | Hastings, MN
- » Splash Pad Concept Plan | Hutchinson, MN
- » Mall Redevelopment Area Study | Moundsview, MN
- » Park Planning | Otsego, MN
- » Park System Plan | South St. Paul, MN





Aimee Hackett

Urban Designer

 aimee@hkgi.com

Years of Experience: 5

Education

B.S., Landscape Architecture, Arizona State University

Awards

Williams Family Scholarship, received scholarship twice

Nominated for Herberger Institute for Design and the Arts Design Excellence Student Award

Selected for Student Presentation at 2016 ACEC Annual Roads and Streets Conference

Aimee has been a key contributor to many of HKGi's recent projects by providing graphic design expertise and technical support for public space planning initiatives. She has designed community engagement materials, infographics, engagement summaries, online materials, and plan reports for a variety of projects. Aimee strives to create a recognizable and unique brand for each project, which enhances the ability of community members to recognize and participate in engagement activities.

Aimee's graphic design also helps to clearly and concisely convey key themes and messages to project stakeholders and decision-makers. Appealing, reader-friendly documents can also help enrich community support, can be used to market opportunities to the development community, and can be used to secure funding and support for implementation and public improvement initiatives contained in the plan.

Relevant Project Experience

- » People Movement Plan | Hastings, MN
- » Lumberjack Landing Park Master Plan | Stillwater, MN
- » Big Elk Lake Regional Park Master Plan | Sherburne County, MN
- » Eckert Blufflands Park Master Plan | St. Croix County, WI
- » Great River Park Complex Master Plan | Benton and Stearns Counties, MN
- » Great River Regional Trail Master Plan | Wright County, MN
- » Kinni River Corridor Plan | River Falls, WI
- » Hok Si La Park Master Plan | Lake City, MN
- » Lakefront Park Master Plan | Prior Lake, MN



Project Experience

Eckert Blufflands Park Master Plan

St. Croix County, WI via HKGI / Project Engineer

Provided civil infrastructure assessment and conceptual design for the development of a new 170-acre park containing wooded uplands, deep ravines, former agricultural fields, over 100-foot high river bluffs, and more than a half mile of river shoreline.

Confederation Park LID and Storage Design

O2 Planning & Design, City of Edmonton, AB/Stormwater Designer
Prepared preliminary and detailed designs for storm sewer connections and underground storage facility to mitigate rainfall related ponding in the adjacent neighborhood and reduce release rates into vulnerable Whitemud Creek system. Supported permitting and will produce final design and construction services.

Northwood Playfield Park

City of Thunder Bay / Project Engineer

Designed stormwater infiltration basin and storm sewer improvements as part of a "Water is Life" theme within a municipal park in Thunder Bay.

Cleary Lake Outlet Replacement

TRPD, Prior Lake, Lead Engineer

Lead engineer for replacement of a large lake outlet on Cleary Lake within Cleary Lake Regional Park. The project, completed for the Three Rivers Park District, utilized large (88" span) reinforced concrete storm sewer and a concrete drop structure (120" diameter manhole) to both convey large quantities of water and prevent invasive species migration upstream into Cleary Lake.

Bixby Park Water Quality Improvements

Comfort Lake Forest Lake Watershed District / Project Engineer

Designed a lightweight aggregate filter berm to promote water quality and wetland improvements in Forest Lake.

Lily Lake Stormwater Basin

Middle St. Croix Watershed Mgmt. Organization / Project Engineer

Coordinated site design, permitting, and construction oversight for a large-scale infiltration basin within a municipal park. Completion of the project will allow the nearby Lily Lake to be formally delisted from Minnesota's Impaired Waters list.

Swede Hollow Stormwater Improvements

City of St Paul / Design Engineer

Design engineer for design of stormwater improvements within a municipal park near downtown St Paul. Wetland dredging, storm sewer reconstruction and flood mitigation measures will ensure residents can enjoy Swede Hollow Park for years to come.

Goose Lake Iron Enhanced Sand Filter

Comfort Lake-Forest Lake Watershed District / Project Engineer

Oversaw implementation of an iron-enhanced sand filter and stormwater improvements upstream of Goose Lake, an MPCA impaired water.

Moody Lake Wetland Improvements

CLFLWD, Forest Lake / Design Engineer

Design engineer for dredging of large wetlands to remove phosphorus-leaching soils and create additional capacity for capture prior to entering Moody Lake.



**Kyle
Crawford
PE**

Civil Engineer

Kyle Crawford is a Water Resources Engineer with 11 years of broad experience in civil engineering, stormwater management, and ecosystems restoration.

He is well versed in design and assessment platforms ArcGIS, HydroCAD, Bentley FlowMaster, CulvertMaster, and AutoCAD Civil 3D.

Kyle has been directly involved in a wide range of projects in stormwater conveyance design, stormwater management plans, residential and commercial site design, and implementation of eco-restoration. These projects have utilized his background in land and construction surveying, civil engineering design, erosion and sediment control and construction observation.

Education

2012 Bachelor of Science
Civil Engineering
University of North Dakota

Professional Registration

#54906 MN Professional Engineer: civil
#47750 WI Professional Engineer: civil
#59034 CO Professional Engineer: civil
#P24812 IA Professional Engineer: civil
#126819 TN Professional Engineer: civil
#12970808-2202 UT Professional Eng: civil
#146952 TX Professional Engineer
#PE.89255 OH Professional Engineer

Areas of Expertise

Stormwater Design & Management
Erosion & Sediment Control
Construction Site Management

Additional Training

2014 AutoCAD Civil 3D – Advanced
2015 CPR/First Aid
2022 OSHA 8-hour Safety Course
2022 SWPPP Design Certification
2022 SWPPP Construction Site Management
2022 Stormwater Operations and Maintenance



Project Experience

Eagle Point Park Vegetation Monitoring

City of Dubuque, IA / Biologist

Established long-term vegetation monitoring plots for the purposes of monitoring pre- and post-restoration activities within Eagle Point Park. Plots were established in a range of habitats, from bluff woodland to dry-mesic forest to manicured parkland, requiring broad knowledge of a variety of species.

Natural Resources Management Program Plan

Duluth, MN / GIS Specialist & Ecologist

Created interactive ArcGIS Online web maps to share and analyze data with a large technical team. Categorized and prioritized mgmt. actions using GIS and consensus methods.

Long Lake Vegetation Management Plan (on-going)

Carnelian-Marine-St. Croix Watershed Dist. / Aquatic Biologist

Developed Lake Vegetation Mgmt. Plan in collaboration with the DNR for a lake infested with Eurasian Watermilfoil. Conducted point-intercept surveys, analyzed data, and recommended treatments. Collaborated with DNR and Univ. of MN researchers to develop a native plant reintroduction plan.

Minnesota Land Trust Habitat Mgmt. Plans (on-going)

Minnesota Land Trust / Ecologist

Completed 11 habitat mgmt. plans for private lands in the Laurentian Mixed Forest & Eastern Broadleaf Forest Provinces. Conducted native plant community mapping according to DNR field methods and provided mgmt. Recommendations.

Big Elk Lake Regional Park Master Plan (on-going)

Private/ Ecologist

Inventoried native plant communities according to DNR-field methods. Identified sensitive natural resource areas and recommended sites for park amenities. Prepared mgmt. recommendations, implementation plan, and cost estimates.

Rapid Floristic Quality Assessments

Comfort Lake-Forest Lake Watershed District / Biologist

Conducted Rapid Floristic Quality Assessments and assigned quality scores to several wetland complexes within Comfort Lake-Forest Lake Watershed District in Washington County. Assessed RFQA scores in the context of potential water quality projects within the surrounding area.

Cedar and Wabedo Lakes Habitat Management Plans

Minnesota Land Trust / Environmental Scientist

Completed native plant community mapping according to DNR methods & drafted habitat management plans for two conservation easement sites. Plant communities included mosaics of upland forest and several classes of wetland and shoreland.

Lone Lake Park Vegetation Survey

Protect Our Minnetonka Parks / Biologist

Completed a vegetation survey along a proposed mountain bike trail corridor in Minnetonka, MN, according to Minnesota DNR relevé methods. Assessed the potential quality of habitat and potential impacts from the proposed mountain bike trail on the ecology of the park. Native plant communities along the corridor included dry-mesic oak forest and mesic hardwood forest.



**Jimmy
Marty**
CMWP

**Environmental
Scientist**

Jimmy has 8 years of experience as an environmental scientist, specializing in wetland science, environmental due diligence, and natural resource surveys and monitoring. Combined with a research background in ecological restoration, he possesses a well-rounded skill set that contributes to a wide variety of projects, ranging from desktop-level reviews and analysis to expansive field efforts and site assessments.

Education

- 2015 Masters of Science
Utah State University
Focus: Wetland Ecology
- 2012 Bachelor of Arts
Luther College
Major: Biology

Professional Registration

- # 1322 Certified Minnesota Wetland Professional (CMWP)
- Wisconsin DNR Certified Endangered Resources Reviewer
- Minnesota DNR-listed Aquatic Plant Surveyor

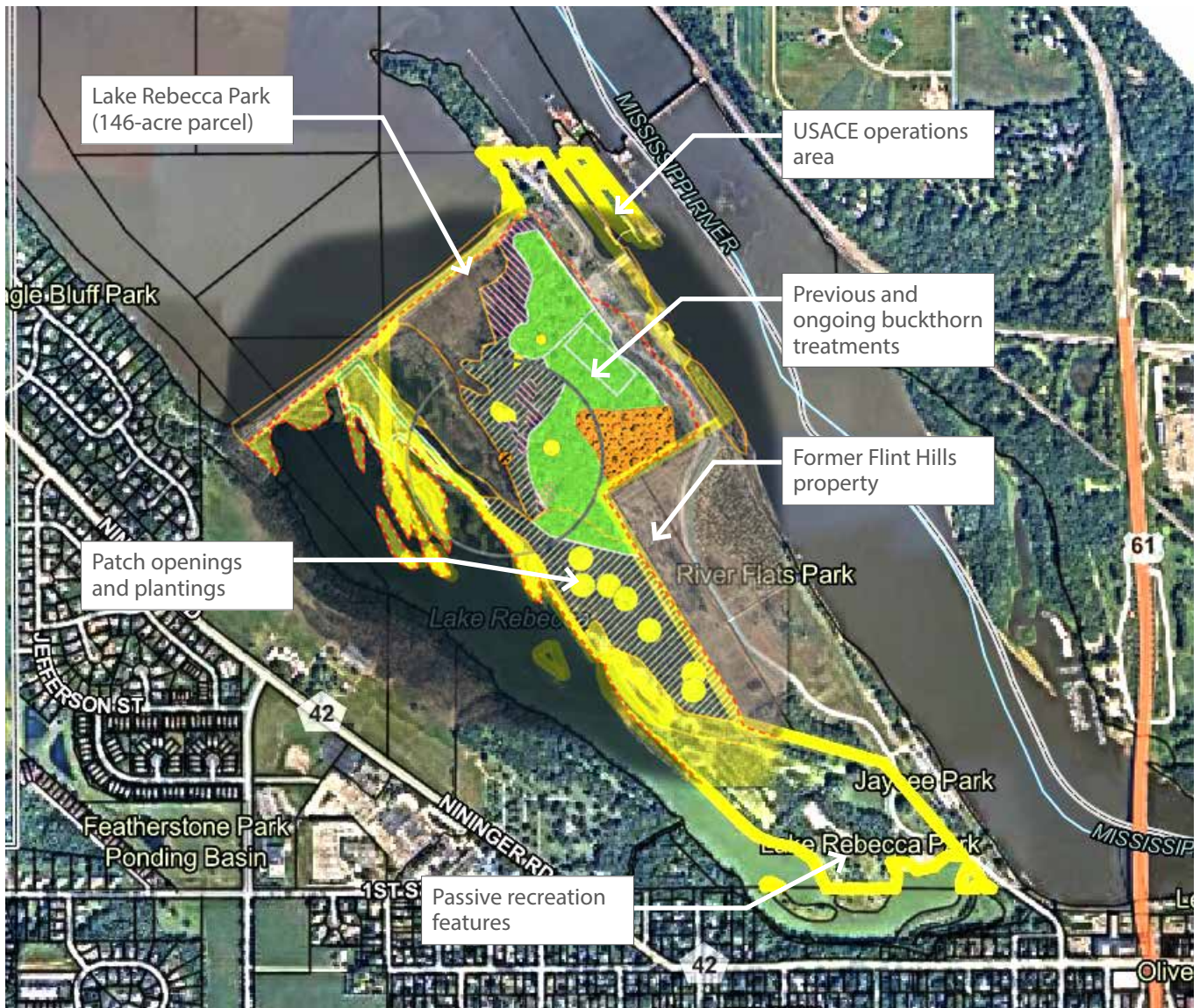
Additional Training

- 2016 Confined Space Entry
- 2010 Wilderness First Aid

Areas of Expertise

- Wetland Science
- Aquatic Botany
- Environmental Due Diligence
- Natural Resource Surveys and Monitoring
- Technical Report Preparation





Existing conditions and considerations for Lake Rebecca Park site analysis and master planning

Work Plan and Tasks

Our proposed process follows the expectations of the RFP and the grant received by the City of Hastings for the enhancement of habitat quality and passive recreation features in Lake Rebecca Park. We propose a flexible process that will meet the needs of the city and integrate stakeholder engagement throughout the master planning and construction design phases.

Phase 1 - Development of the Master Plan

The first phase of the master planning project will be to conduct all the work needed to complete a visionary and ecologically-based master plan for Lake Rebecca Park. The process will involve background data review, in-depth stakeholder engagement, and organization of information. A strong and clear vision for the park may include identification of zones, such as passive recreation, prairie restoration, oak savanna restoration, and floodplain forest. In addition to the vision, a phase implementation plan and approach for achieving the vision with responsibilities, projects, and cost estimates will be included.

[1a] General Project Management and Communication

This task will carry over all phases of the project, with significant efficiency gained by integrating tasks with HKGI's existing Project Management contract. The project manager will be accessible to city staff as needed for meetings and presentations, as well as general input regarding project schedule and tasks. We will prepare progress reports every other week during the design phase that include information required as part of grant administration.

[1b] Site Inventory and Analysis

Site reconnaissance will be conducted by biologists and natural resource specialists certified in wetland and endangered species analysis. This work will include conducting a topographic and tree location survey in order to set the baseline of understanding for the master planning and the following construction design. Utilities and other relevant amenities will be included in the site survey.

An inventory of natural resources on the site will be developed using GIS in order to blend with existing data available from other public agencies and organizations, such as the U.S. Army Corps of Engineers Forestry Division, Dakota County, Friends of the Mississippi River, and the City of Hastings. We will spend time developing an understanding of the existing and ongoing treatments conducted and managed by these groups. The inventory will include a review of precedent and planned work by USACE and others; landcover delineation and classification; documentation of invasive species occurrences and concentrations; and an identification of unique or noteworthy natural resource features, habitats, and restorative opportunities.

Our team members' site visits to inventory the existing natural resources and infrastructure will include a set of site photos and a list of noted site features and conditions relevant to the master plan and subsequent implementation efforts. Our process includes an allowance for geotechnical work that can be performed at this point in the project in order to understand the soils beneath the surface at the boat launch and parking area.



Site work will include the collection of a data regarding wetlands, landcover, habitats, topographical features, and other characteristics that will be vital to future park development.

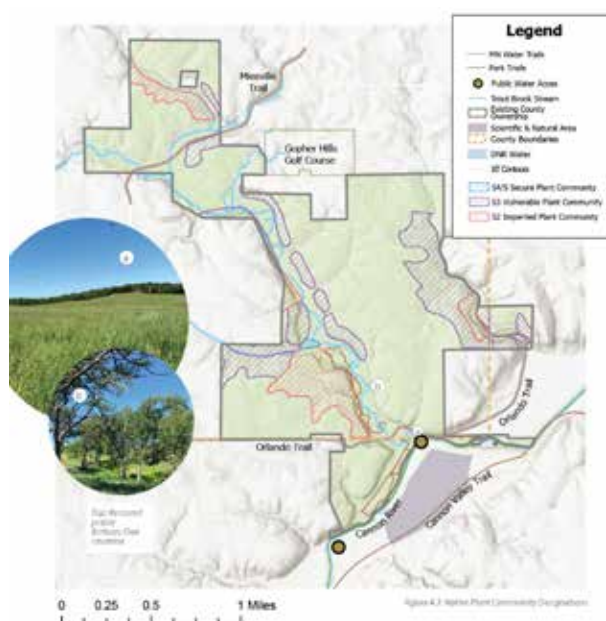
[1c] Master Planning and Schematic Design

The master plan will be a succinct report, with compelling graphics, that represents a strong vision for the property with the site investigation to back it up, and the implementation and phasing steps to achieve it. The master plan will focus on the ENRTF grant agreement the City of Hastings received to develop an ecological-based vision that aims to enhance habitat quality and construct passive recreation facilities in the park.

We propose the following outline as a starting point for the Master Plan report.

- » The **Executive Summary** will give the city a 2-4 page document that highlights the key points of the master plan, such as the vision, the overview of implementation projects, and the summary of the inventory and analysis process.
- » The **Introduction and Background** chapter will describe the background and timeline for the property, the planning process, and the project purpose.
- » The **Site Inventory and Analysis** chapter will include the site survey and geotechnical analysis completed during the previous project task, detailed maps and tables, along with site photos and descriptions of the existing conditions of the site, the agencies and organizations that have been involved with managing and restoring the site, and the projects that have been completed. A summary of public and stakeholder input will be included in the analysis. Consideration of conceptual design alternatives and outward threats and forces that may impact the site will be described.
- » In the **Development Plan** chapter, recreational facilities and access infrastructure will be described in maps, diagrams, and imagery to clearly describe the physical infrastructure to be rebuilt on the site. Design will be at the level of conceptual or schematic design drawings, with civil engineering and stormwater management design and considerations included.

- » The ecological management recommendations and restoration plan will be described in the **Natural Resources Restoration and Management Plan** chapter. Guidelines and specific recommendations, such as habitat zones for prairie, oak savanna, floodplain forest, and passive recreation areas will be included.
- » The **Implementation and Phasing** chapter will include projects, timeline for implementation, responsible parties and partnerships, cost estimates, and funding opportunities. An operations and management plan will describe how the improvements will be managed over the coming decades to be a success for the natural landscape and the park use.



The site inventory and analysis will provide critical information that will form a baseline for subsequent planning. Site photos will help illustrate key landscape features, and mapping will be used to identify a host of landscape and vegetation features.

[1d] Integrated and Collaborative Engagement

Our process proposes a robust and comprehensive public engagement and participation process in order to develop a strong master plan that has buy-in from multiple partners and members of the general public, many of whom are existing and potential future users of the park. We anticipate developing a plan for public engagement early on in the project schedule. This plan will help the planning team identify key stakeholders and potential meeting times with them. These stakeholders will be able to provide the planning team with a better understanding of the multiple layers of ongoing efforts in Lake Rebecca Park.

The general public will be engaged through online methods and potential pop-up meetings or events. Information regarding the project timeline, grant funding, and overall goals and objectives will be shared with the public through these methods, and feedback will also be collected related to current use of the site, and issues and opportunities for improvements.

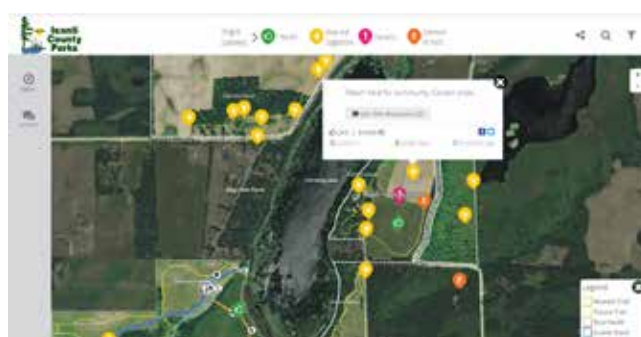
Stakeholders that should be engaged during the process could include, but are not limited to, the following agencies and organizations: Minnesota Department of Natural Resources, U.S. Army Corps of Engineers Forestry Division, Friends of the Mississippi River, Dakota County, the Vermillion River Watershed JPO, and potentially others as needed. These groups hold valuable knowledge of the site and can offer opportunities for natural resources and development site work.

Public survey and outreach services provided will include writing and hosting of an online survey, potential use of an online interactive mapping tool, development of digital and print promotional materials (flyers, postcards, press release etc.), evaluation and summarizing of the input in a graphic format, and stakeholder meeting agendas and notes.

Our engagement process includes a design workshop (charrette) that will be focused on collaboration and idea generation involving the design team and multiple agency stakeholders and client representatives, as available. The workshop

will be a two to four hour, in-person session, of which the outcome will be multiple design sketches and a list of creative vision and implementation ideas. Prior to or during the workshop, we will research and explore creative and unique design solutions, such as the Tiny Forests concept for ecologically and habitat rich forest ecosystems in concentrated areas.

Stakeholder engagement with key stakeholders may include meetings during the construction design and development to address specific questions and issues as they arise.



Online engagement, pop-ups at community events, and a design workshop are all part of the HKGI/EOR team's proposed engagement process for this project.

Phase 2 - Development of Construction Documents for Project Implementation

The second phase of the project is meant to be the implementation work that is recommended and guided by the master plan. This phase of the project may begin toward the middle or end of the master planning process, over the winter of 2023-2024, if there is substantial agreement on specific site design tasks and direction of the park improvements.

[2a] Design Development

Our team will develop design drawings for proposed infrastructure that will be based on previous conversations held with project stakeholders, the city, and the public. This infrastructure is anticipated to include the boat launch, parking lot, and trails, along with updated cost estimates. We will develop an overall plan layout that will identify pedestrian, bike, and vehicle circulation routes, consider creative and unique boat launch design solutions, recommend amenities, and plan for site wayfinding, including acknowledgment of state funding as required. Creative design solutions explored during the design workshop and site analysis may impact how the recreational infrastructure relates to each other and to Lake Rebecca in order to provide the best recreational experience and highest quality natural resource habilitation envisioned. Natural resource restoration plans will be developed for the larger portions of the site that identify projects to be completed during 2024 and 2025.

[2b] Construction Documentation

Following conversations with city staff and other organizations, as needed, we will develop a draft construction document set and subsequent final set ready for bidding. Part of the deliverables for the Construction Documentation set will be a Site-Specific Ecological Restoration and Management Plan. Our team will utilize and follow the Board of Soil and Water Resources "Native Vegetation Establishment and Enhancement Guidelines," including contribution to a report that ensures all requirements are met or exceeded. Working with the city staff, our team will prepare general, supplemental, and technical specifications for the

construction design package. A final cost estimate will be created that incorporates updated design specifications. As part of the master plan document, we will update the operations and maintenance plan that identifies tasks and expectations for long-term success of the project improvements.

[2c] Bidding & Construction Administration

The final task in the proposed process will be the preparation of final bid documents, ready for posting on the appropriate channels for public bidding. Our team will work with the city to manage the bidding process. Following selection of a contractor, we will host a pre-construction meeting, complete construction staking, and conduct construction administration during project installation. This task may begin in the early part of 2024, and continue into June of 2025. All project work must be completed in June of 2025.



HKGI and EOR staff members are experienced at providing construction administration and are committed to acting as the client's advocate to ensure that construction proceeds according to plan.

Proposed Fees

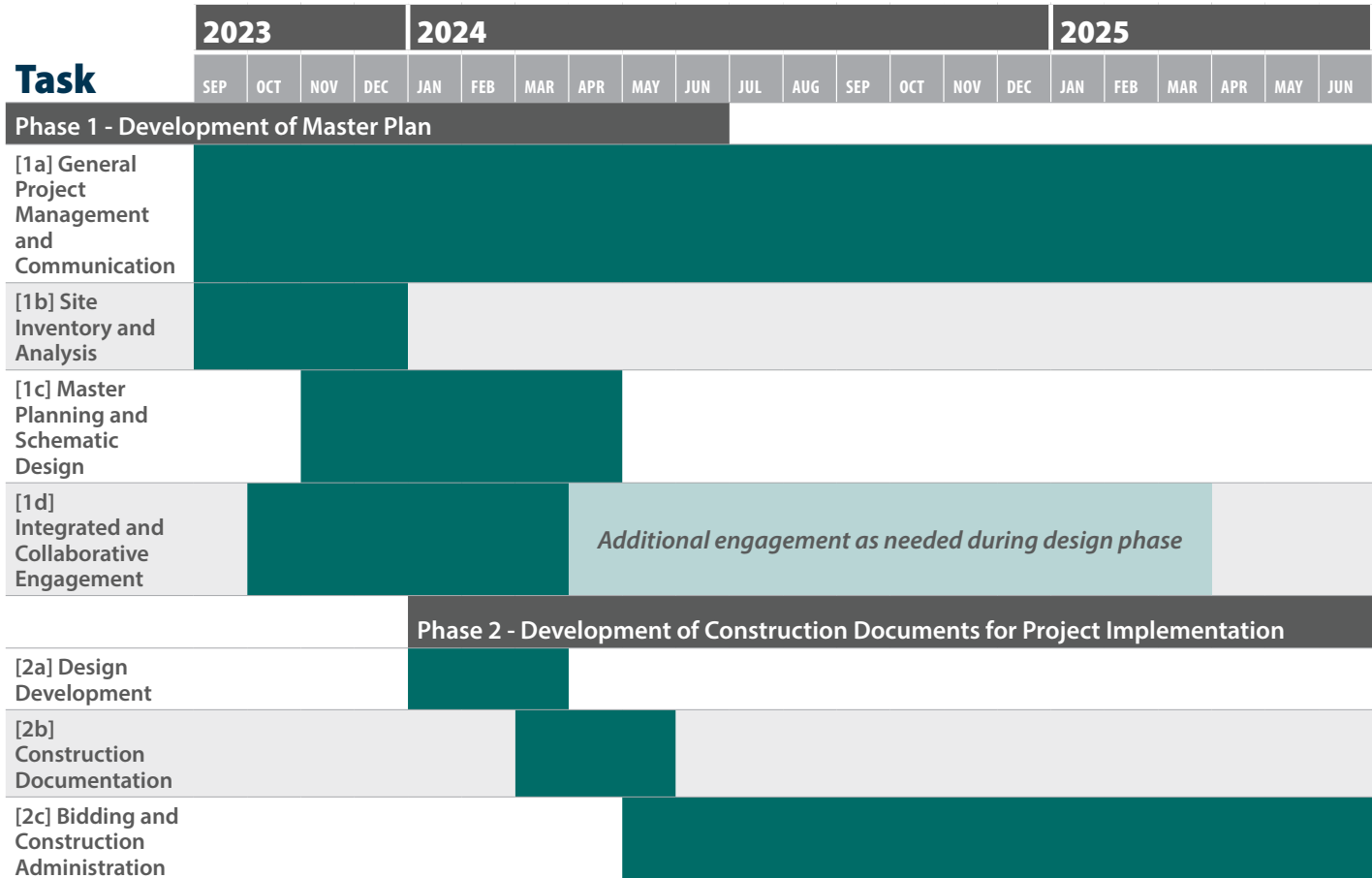
PROJECT PHASE	PROPOSED FEE
[1a] General Project Management and Communication	\$7,500
[1b] Site Analysis	\$20,400
[1c] Master Planning & Schematic Design	\$22,500
[1d] Integrated and Collaborative Engagement	\$10,700
[2a] Design Development	\$18,200
[2b] Construction Documentation	\$23,800
[2c] Bidding and Construction Administration	\$18,900
<i>Project Expenses (mileage + printing)</i>	\$1,000
Total Fees for all projects described in the proposal	\$123,000
Project Contingency for Potential Additional Services, if needed	\$24,000

Fee Proposal Notes

Our fees reflect efficiencies during Phases 1a and 1d, where the existing HKGI project management contract may allow duties to be split between the master planning and project management contracts.

The project management team will incorporate a contingency fund to account for potential additional tasks, such as delineation, soil borings, permitting, electrical design, including lighting, additional engagement, floodplain modeling, and material and performance testing (composition, densities, compaction) during construction.

Project Schedule





**CREATING
PLACES
THAT ENRICH
PEOPLE'S
LIVES**





To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 16, 2023
Item: Surplus Property

Council Action Requested:

Declare Dakota Hills Park playground equipment and swings as surplus property and authorize sale or disposal of same.

Background Information:

The City of Hastings is the owner of playground equipment and swings located within Dakota Hills Park. The equipment has served its useful life for the residents of Hastings and is being replaced with new equipment.

Most often when playground equipment is replaced, the contractor completing the new installation removes the old equipment and charges the City a fee to complete that work. There is a possibility to sell this equipment, as is, where is, which would eliminate any extra costs to the City for removal. If a sale is not possible, this equipment will be disposed of.

Financial Impact:

If a sale is possible, a minimal amount of revenue will come back to the City, but more importantly the City will not incur costs for removal.

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Resolution with pictures of current equipment for sale.

HASTINGS CITY COUNCIL

VIII-13

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
DECLARING EXCESS PROPERTY.**

Council member _____ introduced the following Resolution and moved its adoption:

WHEREAS, the City of Hastings is the owner of personal property (“Property”) currently located within Dakota Hills Park including the playground equipment and swings pictured in the attached Exhibit A; and

WHEREAS, the City has undertaken to replace the Property with other playground equipment and has determined that there is no viable public use for said Property.

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

The Property is declared excess and the City Administrator is authorized to sell the Property in manner set forth in Section 32.04(C) of the Hastings City Code, or dispose of the property.

Council member _____ moved a second to this resolution and upon being put to a vote it was unanimously adopted by all Council Members present. Adopted by the Hastings City Council on October 16, 2023, by the following vote:

Ayes:
Nays:
Absent:

ATTEST:

Kelly Murtaugh,
City Clerk

Mary Fasbender, Mayor

(City Seal)

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 16th day of October, 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh,
City Clerk

(SEAL)

**EXHIBIT A
PICTURES OF EXCESS PROPERTY**



Dakota Hills Park Playground Equipment



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 16, 2023
Item: Corrective Trail Easement

Council Action Requested: Approve corrective trail easement for a portion of the Vermillion River Trail.

Background Information: A trail easement was recorded for a portion of the Vermillion River Trail which runs between the Vermillion River and State of Minnesota Property both north and south of 18th Street East. During planning processes for the upcoming jurisdictional control transfer of the Vermillion River Regional Greenway Trail, it was discovered the easement granted was not accurate. This is a correction of that easement.

Staff recommend approval to correct the trail easement.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Corrective Trail Easement Agreement

• TRAIL EASEMENT •

This agreement (hereinafter “Easement” or “Agreement”) made this _____ day of _____, 2023, between the State of Minnesota, sovereign entity (hereinafter “Grantor”), acting by and through its Department of Administration, and the City of Hastings (hereinafter “Grantee”).

Recitals

A. Grantor’s Commissioner of Administration has authority under the provisions of Minnesota Statutes Section 16B.26, and Minnesota Rules 1245.0300 thereto, to grant easements over certain state owned property;

B. Grantor and Grantee entered into an Easement for trail and utility purposes on March 11, 2016, recorded on April 4, 2016 as Document No. 3121173, at the Office of the County Recorder, Dakota County, Minnesota.

C. When preparing to complete corrective action to address drainage issues on the trail, the Grantee discovered that the location of the trail improvements were outside the original legal description in the original 2016 easement.

D. The Grantee seeks to take corrective action to address the trail and wishes to acquire an additional easement area from the State of Minnesota for the purposes of constructing, maintaining and using a trail for public passage by foot, ski, snowshoe, and non-motorized bicycle (“Additional Trail Easement”) over, across and upon the land legally described in the attached Exhibit A, the contents of which are incorporated herein by reference, all of which lands are situated in Dakota County, Minnesota, (hereinafter referred to as the “Additional Easement Area”);

E. Grantor desires to grant to the Grantee an easement subject to the terms and conditions contained herein and restricted by easements, reservations and restrictions of record.

Terms of Easement

For and in consideration of all the covenants, terms and conditions herein contained, and intending to be legally bound hereby, the parties agree to the following terms and conditions:

1. Grant of Easement.

- 1.1 Trail Easement For and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged and in consideration of the promises, conditions, and covenants contained herein, Grantor hereby grants a non-exclusive easement to construct and use a trail for public passage by foot, ski, snowshoe, and non-motorized bicycle over, across, and upon that portion of the Easement Area described as the Perpetual Trail Easement on Exhibit A.
- 1.2 As Is. Grantor provides no warranties of any kind pertaining to the Easement Area. Grantee takes the Easement Area “as is” in its existing physical condition. Further, Grantor makes no warranty or representation as to the safe condition of Easement Area or the suitability of said Easement Area for the purposes set forth in Section Two. Grantee provides no warranties regarding title to the Easement Area.
- 1.3 Non-Exclusive. This easement shall be granted subject to and restricted by easements, reservations and restrictions, whether recorded or unrecorded.

2. Use of Easements. The purpose of the Easement is to provide non-exclusive use of the Easement Area as follows:

- 2.1 Use of Additional Easement Area. The purpose of the Additional Easement Area is to provide non-exclusive use of the Easement Area for public trail purposes where the trail is built. This Trail Easement shall only be used to survey, excavate for, construct, install, operate, maintain, use, rebuild and remove the trail in compliance with the purposes, terms and conditions set forth in this Agreement. Said use is not exclusive and Grantor reserves the right to allow the Easement Area to be used by itself or others provided that such use does not interfere with Grantee’s authorized use of the Easement Area or in any way damage Grantee’s sewer line or the Improvements located throughout the Easement Area. The rights granted pursuant to this Trail Easement shall at all times be exercised in such a manner as not to interfere materially with the normal operation of the Grantor’s Property and the operations conducted therein. Access in the Easement Area by motorized vehicles, including, without limitation, snowmobiles, dirt bikes,

motorcycles and all-terrain vehicles, shall be prohibited; and littering, picking or injuring plants or trees, injuring or harassing livestock or wildlife, building of fires, hunting and trapping shall be prohibited. Grantee shall post the trail with notices stating the rules and regulations governing its use by the public, and stating further that the property over which it passes is private.

3. Revocation of Easement. The Trail Easement shall each be revocable by written notice given by the Grantor if at any time the Easement Area ceases to be used for the purposes stated herein or in accordance with the terms and conditions of this Easement. Such notice shall be effective ninety (90) days after the mailing thereof addressed to the record holder of this easement at its last known address by certified mail. Upon revocation the Grantor allow a reasonable time to vacate the Easement Area.
4. Sale or Lease of Easement Area. The Trail Easement shall run with the land and be binding upon all successors, heirs and assigns of Grantor and Grantee.
5. Compliance with Laws. In conducting its activities hereunder, Grantee will, at its sole expense and effort, comply with all laws, ordinances, permits, rules and regulations, enacted by any federal, state, or local governmental agency having jurisdiction or control over any activity occurring upon the Easement Area resulting from or applicable to usage based upon this Easement. Grantee further agrees to obtain all required permits for its activities hereunder at its sole expense and to comply with all such permits.
6. Restoration, Maintenance and Repair. Grantee agrees that so long as Grantee invites public use of the trail, Grantee shall maintain the trail, discourage littering and other acts that would encroach upon the natural features of the trail corridor or diminish its attractiveness, take steps to educate users in trail etiquette, and include guidelines for users in maps and other trail publications. Upon completion of construction and after any future maintenance or repair work within the Easement Area and its respective designated access route, the Grantee shall at its expense restore the affected Easement Area and designated access route, exclusive of those areas actually occupied by a structure or equipment, to substantially the same condition as existed prior to such construction, maintenance or repair.
7. Indemnification.
 - 7.1 Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter §3.736 and other applicable law. Grantee's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 and other applicable law. The provisions of this Section shall survive the termination of this Agreement and any subsequent amendments to it.
 - 7.2 The Grantee agrees to require its contractor(s) to indemnify, defend and hold

harmless Grantor, including its subsidiaries, facilities, employees, officers, agents, successors and assigns from and against any and all claims, costs, demands, damages, liabilities, judgments, or expenses, including attorney fees, court costs, consultant fees and other legal costs, for any personal injury, death or property damage arising out of or resulting from, or in any way associated with the activities described herein of Grantee, its employees, agents, invitees, licensees, successors, and assigns except for Grantor's willful misconduct or negligence.

- 7.3 The obligations set forth in this section shall continue after any termination of this Agreement as to any matters that occurred during or resulted from the term of this Agreement.

8. Insurance During Construction. Prior to any commencement to excavate, construct, install, operate, maintain, use, rebuild, remove, or any activities that may constitute a modification under or across the Easement Area Grantee shall either (i) at its sole cost and expense, procure and maintain the insurance coverage stated below or (ii) arrange for a third party contractor (hereinafter "Contractor" or "Subcontractor") to procure and maintain the insurance coverage to cover claims which may arise from any construction-related activities in the Easement Area and Temporary Easement Area, whether such construction-related activities are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Agreement.

The Contractor shall not commence work under the Agreement until all the insurance described below has been obtained and the State of Minnesota has approved such insurance.

All policies shall remain in force and effect throughout the period of construction.

- 8.1 Requirements for the Contractor The insurance policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Agreement.

The Contractor is responsible for payment of insurance premiums and deductibles related to this Agreement.

Insurance Companies must have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this Agreement. Such Certificates shall contain a provision that coverage afforded under these policies shall not be cancelled without at least thirty (30) days advanced written notice to the State.

- 8.2 Notice to the Contractor The failure of the State of Minnesota to obtain Certificate(s) of Insurance for the policies or renewals thereof or failure of the

insurance company to notify the State of the cancellation of policies required under this Agreement shall not constitute a waiver by the State to the Contractor to provide such insurance.

The State will reserve the right to immediately terminate the Agreement if the Contractor is not in compliance with the insurance requirements. In the event of a claims dispute, all insurance policies must be open to inspection by the State, and copies of policies must be submitted to State's authorized agent upon written request.

8.3 Notice to Insurer The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance. Contractor's insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claim payments based on any assumption that they are protected by immunity of the State.

8.4 Policy Requirements

8.4.1 Workers' Compensation Insurance Contractor shall provide workers' compensation insurance for all employees and shall require any Subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:

- a. Part 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits of not less than:
 - \$100,000 – Bodily Injury by disease per employee
 - \$500,000 – Bodily Injury by disease aggregate
 - \$100,000 – Bodily Injury by accident
- b. Coverage C: All States Coverage
- c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
- d. A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contactor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

8.4.2 Automobile Liability Insurance The Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

- a. Minimum Limits of Liability: \$2,000,000 per occurrence combined Single Limit Bodily Injury and Property Damage
- b. Coverages:
 - i. Owned Automobile
 - ii. Non-owned Automobile
 - iii. Hired Automobile
 - iv. Waiver of subrogation in favor of the State of Minnesota

8.4.3 Commercial General Liability The Contractor shall maintain insurance to cover claims arising from operations under this Agreement, whether such claims are by the Contractor, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this Agreement.

- a. Minimum Limits of Liability:
 - i. \$2,000,000 - Per Occurrence
 - ii. \$2,000,000 - Annual Aggregate
 - iii. \$2,000,000 - Annual Aggregate applying to Products and Completed Operations
 - iv. \$50,000 - Fire Damage (any one fire)
 - v. \$5,000 - Medical Expense (any one person per occurrence)
- b. Coverages:
 - i. Premises and Operations Bodily Injury and Property Damage
 - ii. Personal Injury & Advertising Injury
 - iii. Products and Completed Operations Liability
 - iv. Contractual Liability as provided in ISO form CG 00 01 10 01 or its equivalent.
 - v. Pollution exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 10 01 or equivalent
 - vi. Explosion, Collapse, and Underground (XCU) perils
 - vii. Broad Form PD
 - viii. Independent Contractors – Let or Sublet work
 - ix. Waiver of Subrogation in favor of the State of Minnesota
 - x. Owner named as an Additional Insured, by endorsement, ISO Forms CG 20 10 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible.

- 8.4.4 Umbrella or Excess Liability An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the Agreement.

Notwithstanding anything contained herein to the contrary, during the term of this Agreement, the Grantor may at any time make changes respecting the insurance requirements as necessary to be consistent with the State's risk management policies and recommendations. In the event Grantee desires to make any modification to the Easement Area, Grantee shall notify Grantor of such intent in writing. Grantor shall provide Grantee any revisions to the aforementioned insurance requirements as reasonably determined by Grantor to meet the State's risk management policies and recommendations. Grantee shall provide proof of insurance as required by Grantor, at least three (3) days prior to any modification or construction-related activity to the Easement Area.

9. Damages. The Grantee shall take all reasonable precautions to prevent any damage to the Easement Area and shall fully reimburse the State of Minnesota for any damages resulting from its use of said Easement Area. The Grantee shall be responsible for the cost of repairing any equipment or facilities in the Easement Area that it or its equipment damages.

10. Public Health and Safety. The Grantor may, at any time, order changes or modifications respecting the construction or maintenance of structures, use, or other conditions of this Easement as deemed necessary to protect public health and safety. This does not relieve the Grantee of any obligations under this Easement.

11. Assignment. This Easement shall not be assignable by the Grantee except upon written consent of the Grantor's Commissioner of Administration.

12. Assessments. The Grantee agrees that the Grantor shall not be liable for assessments for any current or future improvements associated with this Easement.

13. Term of Easement. This Easement shall continue in effect for as long as the Easement Area is used for the purposes stated herein or until canceled by Grantor, subject to change or modifications as provided herein above.

14. Access. The grant of an easement herein contained shall include the right of Grantee to have reasonable access to said Easement Area across other land of State of Minnesota adjacent thereto, said access route to be designated by Grantor as needed within a reasonable time following receipt of any written request of Grantee, its contractors, agents or assigns, for such temporary access rights.

15. Recording. On or before ten (10) days after receipt of the executed Easement, Grantee shall file the Easement for recording with the Office of the County Recorder in which the Easement Area is located. On or before ten (10) days after receipt of the recorded Easement, Grantee shall provide to Grantor a copy of such recorded Easement.

16. Existing Utilities. Grantee acknowledges that there may be utilities located within the Easement Area and takes full responsibility for determining their location to prevent damage to or interference with any rights held by other easements holders, whether those rights are held under recorded or unrecorded easements, and to determine that the location of the Easement Area is suitable for Grantee's purposes.
17. Relocation Of Existing Facilities. When working in the Easement Area, Grantee shall not interfere with the safety and convenience of ordinary travel along and over the Easement Area nor interfere with other uses to which the Easement Area may be put by Grantor or with other facilities that are already in place. Grantee shall promptly and at its own expense, permanently remove and relocate its Improvements in the Easement Area when it is necessary to prevent interference and not merely convenience of the Grantor, in connection with: (a) a present or future governmental use for a public project; (b) the public health or safety; or (c) the safety and convenience of travel over the Easement Area.
18. Notification. Grantee must obtain the written approval of Grantor prior to conducting any work in the Easement Area. Notwithstanding the foregoing, the Grantee shall immediately notify the Grantor of any event regarding its Improvements that it considers an emergency. Grantee may proceed to take whatever actions are necessary in order to respond to the emergency subject to compliance with applicable laws. Grantor may take whatever action it deems necessary in order to respond to any event regarding Grantee's Improvements that it considers an emergency, the cost of which shall be borne by the Grantee.
19. Coordination of Work. On or before thirty (30) days prior to beginning construction in the Easement Area, Grantee shall provide a detailed project schedule to the Grantor for work to be completed in the Easement Area. Thereafter, on or before the 1st of each month until final completion of the Improvements, Grantee shall provide an updated project schedule to the Grantor for work to be completed in the Easement Area. In addition, on or before 2:00pm Central Time on each Friday until final completion of the Improvements, the Grantee shall provide a current two (2) week look ahead schedule to the Grantor for work to be completed in the Easement Area. Grantee agrees to coordinate work schedules reasonably in advance with the Grantor, and cause its contractors and suppliers to stage and schedule work and deliveries so as to minimize the impact on state government operations, to the fullest extent practical. Grantor shall notify Grantee in writing if any scheduled work will interfere with essential state government operations.
20. Notice to Proceed. On or before thirty (30) days prior to beginning construction on state-owned property, the Grantee shall provide written requests to proceed with specific work. Each request shall include a detailed description of the work, schedule, and specific location. Each written request shall not be submitted more than forty five (45) days prior to beginning the specified work in the specified location. Each written request shall include a detailed description of the work to be performed, schedule, and specific location of the work. On or before (10) business days from receipt of such request, the Grantor shall provide, in writing, any required changes to the schedule.

21. Modifications. All proposed modifications to the Improvements must be submitted to the Grantor, together with applicable plans and a detailed written description of the modifications (hereinafter referred to as the “Modifications”). If in the opinion of the Grantor the proposed Modification will adversely affect the Grantor, the Grantor shall send written notice to the Grantee detailing the reasons thereof. All such work shall be deemed to have no adverse effect if the Grantor has not provided written notice indicating an adverse effect by the date that is 15 business days after receipt by the Grantor of the Grantee’s submittal. Upon receipt of written notice indicating the Grantor’s notice that, in its opinion, proposed Modifications will have an adverse effect on the Grantor, the Grantee may either submit revised plans to the Grantor or provide written notice disputing the claim of adverse effect.

22. Notices. All notices or communications between Grantor and Grantee shall be deemed sufficiently given or rendered if in writing and delivered to either party personally; or if mailed by United States registered or certified mail to the addresses set forth below, or such future addresses as may be subsequently supplied by the parties hereto to each other, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

Grantee: City of Hastings
Public Works
1225 Progress Drive
Hastings, MN 55033
Attn: City Engineer

Grantor: Minnesota Dept. of Administration
Real Estate & Construction Services
50 Sherburne Avenue, Room 309
St. Paul, MN 55155
Attn: Director of Real Estate and Construction Services

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EXHIBIT A**LEGAL DESCRIPTION AND DEPICTION****Vermillion River Greenway
PID# 19-03400-01-013
State of Minnesota
Legal Description for Permanent Easement**

That part of the West Half of the Northeast Quarter of Section 34, Township 115 North, Range 17 West, Dakota County, Minnesota described as follows:

Commencing at the northeast corner of Parcel 1, City of Hastings Right of Way Map No. 5, according to the recorded map thereof; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the north line of said Parcel 1 a distance of 150.33 feet to the point of beginning; thence North 07 degrees 47 minutes 10 seconds East along a the westerly line of an easement described in Document Number 3121173, a distance of 173.00 feet; thence South 14 degrees 10 minutes 57 seconds West a distance of 176.07 feet to said north line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said north line a distance of 19.71 feet to the point of beginning.

Also:

Commencing at the southeast corner of said Parcel 1; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the south line of said Parcel 1 a distance of 164.33 feet to the point of beginning; thence South 03 degrees 22 minutes 07 seconds West along the westerly line of an easement described in Document Number 3121173, a distance of 141.99 feet; thence North 07 degrees 26 minutes 33 seconds West a distance of 143.92 feet to said south line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said south line a distance of 27.00 feet to the point of beginning.

Said easement areas contain approximately 3,614 square feet.

VERMILLION RIVER GREENWAY ADDITIONAL EASEMENT AREA EXHIBIT

VIII-14



LEGEND

- DENOTES CITY RIGHT OF WAY LINE
- DENOTES EXISTING EASEMENT
- DENOTES PROPOSED NEW EASEMENT LINE
- █ DENOTES PROPOSED EASEMENT AREA

EXHIBIT IS NOT TO SCALE

State of Minnesota
General Obligation Bond Financed Property
DECLARATION

The undersigned has the following interest in the real property located in the County of Dakota, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

(Check the appropriate box.)

a fee simple title,

a lease, or

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Administration and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

_____, a political subdivision of the State of Minnesota

By: _____

Title: _____

Dated: _____, 20__

By: _____

Title: _____

Dated: _____, 20__

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____, [*insert name and title of first signatory*] and _____, the _____ [*insert name and title of second signatory*], respectively, of _____, a political subdivision of the State of Minnesota.

Notary Public

This instrument was drafted by (name and address):

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Legal Description for Permanent Easement

That part of the West Half of the Northeast Quarter of Section 34, Township 115 North, Range 17 West, Dakota County, Minnesota described as follows:

Commencing at the northeast corner of Parcel 1, City of Hastings Right of Way Map No. 5, according to the recorded map thereof; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the north line of said Parcel 1 a distance of 150.33 feet to the point of beginning; thence North 07 degrees 47 minutes 10 seconds East along a the westerly line of an easement described in Document Number 3121173, a distance of 173.00 feet; thence South 14 degrees 10 minutes 57 seconds West a distance of 176.07 feet to said north line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said north line a distance of 19.71 feet to the point of beginning.

Also:

Commencing at the southeast corner of said Parcel 1; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the south line of said Parcel 1 a distance of 164.33 feet to the point of beginning; thence South 03 degrees 22 minutes 07 seconds West along the westerly line of an easement described in Document Number 3121173, a distance of 141.99 feet; thence North 07 degrees 26 minutes 33 seconds West a distance of 143.92 feet to said south line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said south line a distance of 27.00 feet to the point of beginning.



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: October 16, 2023
Item: Tourism Bureau Agreement

Council Actions Requested:

- Approve a two-year agreement (January 1, 2022 through December 31, 2025) with the Hastings Area Chamber of Commerce to continue funding a Tourism Bureau for the purpose of marketing and promoting Hastings as a tourist destination.
- Approve the Tourism Bureau's budget proposal for 2024.

Background Information:

For over 20 years, the City and Chamber of Commerce have partnered to fund a Tourism Bureau for the purposes of marketing and promoting the City as a tourist destination. This partnership is permitted under State Statute 469.190 and also permits the City to impose a 3% lodging tax to fund these efforts. As required under the statute, 95% of the gross proceeds received from the lodging tax go to support the Tourism Bureau. The Tourism Bureau's annual budget is to be submitted for approval by the City each year.

In 2015, the Tourism Bureau Agreement was updated by the City and the Chamber with the intent that it be reviewed every two years. The most recent two-year agreement was for 2020-2021. Since the agreement has expired, it needs to be renewed as well as an extension for the next two-year (2024-2025) cycle.

Financial Impact:

Under the agreement, the City pays to the Chamber 95% of the gross proceeds received from the lodging tax. State statute requires this to be provided to the Tourism Bureau. The amount is approximately \$70,000, projected to increase with the recent opening of The Confluence.

Attachments:

- Tourism Bureau Agreement (2022-2025)
- 2023-2024 Marketing Plan and Budget Overview

TOURISM BUREAU AGREEMENT

THIS AGREEMENT made between the City of Hastings, a Minnesota Municipal Corporation (hereinafter “the City”), and the Hastings Area Chamber of Commerce, a Minnesota Non-Profit Corporation (hereinafter “the Chamber”).

WHEREAS, pursuant to Minn. Stat. §469.190, the City has enacted an ordinance imposing a three percent lodging tax in order to fund a Tourism Bureau for the purpose of marketing and promoting the City as a tourist destination; and

WHEREAS, the Chamber has resolved to establish and maintain a Tourism Bureau with a sufficient facility and staff to carry out the objectives of promoting the City as a tourist destination.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Tourism Bureau.** The Chamber agrees to create and maintain the Hastings Tourism Bureau (hereinafter “the Bureau”). The Bureau shall consist of a Board of Advisors, an Executive Director, and employed staff. The Board of Advisors shall have up to ten members, two of whom shall be appointed by the Hastings City Council, with the remaining eight members being appointed by the Chamber Board. The Chamber shall use its best efforts to appoint up to four of its appointees from the lodging industry in Hastings. The Chamber’s appointees to the Board of Advisors shall initially serve staggered terms, with two Advisors being appointed for one year, two Advisors being appointed for two years, and four Advisors being appointed for three years. The City’s appointees shall be appointed for three years. If appointments after resignations or vacancies would result in non-staggered terms, the Chamber or the City, as the case may be, may subsequently appoint Advisors for terms less than three years to implement staggered terms. The president of the Chamber shall serve as the Executive Director of the

Bureau. The Chamber after consulting with the Board of Advisors shall have the power to hire staff and to lease, rent or purchase equipment or space as required for the Bureau to carry out its obligations hereunder.

2. **Tourism Marketing Services.** The Bureau shall develop and administer programs to advance the economic impact of tourism in the City by attracting visitors, conventions, meetings, trade shows and other like events. The Bureau shall develop and administer such programs in accordance with approved marketing plans developed and/or revised annually by the end of September.

3. **Charges.** All services provided pursuant to paragraph 2 of this Agreement shall be without charge to the person or organization using such services except to cover out-of-pocket expenses and any cost of administration as the Bureau deems appropriate.

4. **Budget.** The Chamber shall submit its annual operating budget for the Bureau for approval by the City by the end of September. Such budget shall detail the uses to which funds shall be spent to provide the services described in paragraph 2 of this Agreement.

5. **Funding.** The City shall remit monthly to the Chamber 95% of the City's gross proceeds received from the lodging tax imposed under City ordinance.

6. **Verification of Expenditures.** The Chamber shall submit to the City a copy of the Bureau's quarterly financial statements, itemized and verified by the Executive Director of the Bureau. The City shall have the right of access to the books and records of the Bureau at anytime during normal business hours in order to audit any item of revenue or expenditure.

7. **Audit.** The Chamber shall have an annual financial audit of the Bureau performed by an independent certified public accounting firm. The Chamber shall furnish a copy of this annual financial audit to the City at no cost to the City.

8. **Indemnification.** The Chamber agrees to indemnify, defend and hold the City harmless from any claims, demands, actions or causes of action arising out of any act or omission on the part of the Chamber, its agents, servants or employees in the performance of, or with relation to, any of the work or services performed or furnished by the Chamber or the Bureau under this Agreement.

9. **Insurance.** The Chamber shall carry appropriate insurance to cover its employees and agents while performing services for the Chamber or for the Bureau pursuant to this Agreement. Such insurance shall provide comprehensive general liability and property damage coverage in such amounts as are comparable with the applicable limits of liability to which the City may be held pursuant to Minnesota Statutes as the same may be amended from time to time. The Chamber shall also carry workers compensation coverage as required under Minn. Stat. Chapter 176.

10. **Term of Agreement.** The Term of this Agreement shall begin on January 1, 2022 and shall terminate on December 31, 2025 provided either party may terminate the agreement following six months advance written notice given by either party to the other party of their intent to terminate this Agreement.

11. **Modifications to Agreement.** Any alteration, variation, modification or waiver of any provision of this Agreement shall be valid only after it has been reduced to writing and duly signed by the parties hereto. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written documentation/negotiations relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below given.

Dated: _____, 2023

CITY OF HASTINGS

BY: _____
Mary D. Fasbender, Mayor

BY: _____
Kelly Murtaugh, City Clerk

Dated: _____, 2023

HASTINGS AREA CHAMBER OF COMMERCE

BY: _____
Its: _____ Chair

BY: _____
Its: _____ President



2023 – 2024 Marketing Plan

This marketing plan document is intended as a guideline for tourism promotional efforts during the year. It was set based on current tourism trends, feedback from local tourism based businesses including lodging and recommendations from the Hastings Tourism Assessment Report.

Executive Summary:

Income:

Based on previous year's, \$75,000 is budgeted for anticipated lodging tax revenue. This is a conservative 7% increase being it's the first year The Confluence Hotel is open.

Expenses:

Printing and Postage - \$8,400

- \$7000 is budgeted for printing and distribution the Hastings Official Visitor Guide and the Hastings Bike Trail Map. More than half of the visitor guides are mailed to highway information centers and tourism centers outside a 50 mile radius of Hastings. We also pay to be in high tourism traffic areas like the Mall of America and the airport. The rest are distributed to local tourism based businesses and mailed to visitors inquiring through the Visit Hastings MN website, AAA and Explore MN.

Ads & Advertising (Print and Online ads) - \$27,000

We will continue to promote vacation stays around seasonal activities and events. Our target market is multi-generational travel and we plan to promote more of our regional assets like access to the twin cities and Treasure Island. Bike trails is a big attraction for the active lifestyle market and will continue a mix of print and targeted online ads to promoting trails in Hastings. Our social media plan will be heavily geared towards promoting events that visitors can enjoy.

- **Minnesota Trails** 4 1/6 page ads (Spring/Summer/Fall/Winter)
- **Minnesota Bike and Hike Guide**
Two page spread with map of Hastings paved trails featuring the 10 mile loop, Mississippi River Trail, and Point Douglas Trail.
- **Summer, Fall and Spring AAA Living - #ONLYINMN** Bike Trails in MN.
Listings include a sponsored story with link to the Visit Hastings Website.
This publication circulates to over 1,030,000 readers in MN, WI, IA, ND & NE. It also produces leads through the AAA website.
- **St. Croix Valley Magazine**
2 page spread with editorial.
This is the only publication that has the rights to distribute in Highway Information Centers across Minnesota and Wisconsin.

- **Electronic billboard ad on Hwy 61 -**
Educating residents on the tourism assets Hastings has to offer was a recommendation in Hastings Tourism Assessment Report. The billboard ad is an effort to capture the attention of Hastings residents who bring visiting friends and family to town.
- **ECM online targeted ads and emails –**
 - Our online ads and targeted emails are separated into 2 market segments, young families near the twins cities that would take advantage of a weekend staycation or day trip; and recently retired couples that are more likely to plan a mid-week stay.
- **Boosted Social Media Posts**

Website - \$1,500

- The VisitHastingsMN.org website host fee.

Management

- A monthly management fee of \$2,220.00 goes towards staff of the Hastings Tourism Bureau office. Staff responsibilities include:
 - Management of the visitors office - phone calls, ensure brochure racks are populated with relevant material, provide welcoming experience to visitors, fulfill publication requests, accounting
 - Maintain the visithastingsmn.org website
 - Populate social media
 - Work with advertisers
 - Coordinate and manage step on tours
 - Work with community partners to create and promote experiences for visitors
 - Submit tourist information on relevant websites and publications
 - Explore MN
 - Minnesota Monthly
 - Organize and maintain records of the Tourism Board of Advisors meetings
 - Maintain the tourism budget
 - Create, print & distribute the Historic Hastings Visitors Guide & Hastings Trail Map
 - Implement the programs suggested by the Tourism Board

\$700.00 of the Chamber of Commerce and Tourism Bureau office rent is budgeted to maintain the highly visible location needed for visitors and \$150.00 a month is allocated for the phone bill.

Hastings Area Chamber of Commerce & Tourism Bureau
Profit & Loss Budget Overview
 October 2023 through September 2024

	Oct '23 - Sep 24
Income	
Lodging Tax Revenue	75,000.00
Total Income	75,000.00
Gross Profit	75,000.00
Expense	
Operating Expenses	
Website Host Fee	0.00
Total Operating Expenses	0.00
Program Expenses	
Tourism Bureau Expense	
Website	1,440.00
Online Ads	16,450.00
Print Advertising	10,910.00
Management Fee	26,400.00
Misc. Exp. Tourism	0.00
Postage	2,400.00
Printing	7,000.00
Rent Expense	8,600.00
Telephone	1,800.00
Total Tourism Bureau Expense	75,000.00
Total Program Expenses	75,000.00
Total Expense	75,000.00
Net Income	0.00



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: October 16th, 2023

Item: City of Hastings Emergency Operations Plan (EOP)

Council Action Requested:

Accept the updated EOP.

Background Information:

The City of Hastings' EOP has been in existence since 2006 and is reviewed regularly. However, the plan must be formally approved and adopted every 2 years, with the last version being approved in August of 2021. There are no new additions to the Emergency Operations Plan, but some roles and employee positions have changed. The updated EOP reflects those changes.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 10 - - 23

**A RESOLUTION FOR THE ACCEPTANCE OF THE CITY OF HASTINGS
EMERGENCY OPERATIONS PLAN**

WHEREAS, the City of Hastings has an Emergency Operations Plan that was first developed in 2006; and

WHEREAS, the Emergency Operations Plan is used to assist with providing guidance for large scale emergency operations; and

WHEREAS, the Emergency Operations Plan was last reviewed and updated in 2021; and

WHEREAS, the City of Hastings continuously strives to be prepared in the event of a large-scale emergency.

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

1. That the City of Hastings Emergency Operations Plan has been reviewed; and
2. That the Emergency Operations Plan has been updated; and
3. That the City Council approves and accepts the updated Emergency Operations Plan.

Adopted this 16th day of October, 2023,

Mary Fasbender, Mayor

Attest:

Kelly Murtaugh, City Clerk



City Council Memorandum

To: Mayor Fasbender & City Councilmembers

From: City Administrator Dan Wietecha

Date: October 16, 2023

Item: Administration of Absentee Ballots

Council Action Requested:

Approve JPA with Dakota County for Provision of Absentee Voting Administration Services

Background Information:

A workgroup with representatives from our election partners has been working over the summer to formulate a JPA cost-share plan, under which Dakota County Elections would perform absentee voting services. The actual draft of the JPA is pending, but Dakota County would appreciate knowing each municipalities intent, since the JPA is based on most/all municipalities participating.

A general description of the JPA:

1. A 2-year JPA between Dakota County and Cities and Townships.
2. Odd year School Districts will have a separate agreement for odd year service only. All special elections would also be subject to a separate agreement.
3. FTE costs form a base cost, which is proportioned by registered voter count. Base costs are shared annually, actual cost of absentee services would be paid in the year of election.
4. We have applied VOTER funds appropriated by the State to offset the costs of providing this service, so the reduction is reflected in this proposal.
5. For 2024 and future even-years, the cost-share model would be as follows:
 - a. County assumes 55% of base costs, Cities/Townships assume 45% of base costs
 - b. County assumes 55% of Absentee Voting costs, Cities/Townships assume 45% of Absentee Voting costs
6. For 2025 and future odd-years, the cost-share model would be as follows:
 - a. County assumes 75% of base costs, Cities/Townships assume 25% of base costs
 - b. Odd-year election partners assume 100% of Absentee Voting costs (unless a shared election is held, in which case costs would be shared)

7. Estimated costs for 2024 (two elections) and 2025 are attached. Also attached is a high-level summary that reflects a 2-year cost for each city.

The Dakota County Elections Office believes this service has many benefits:

- It will ease the growing responsibility on City Clerks.
- It will streamline Election Night reporting as absentee ballots will already be at the County.
- It will enhance the voter experience to have consistent and uniform handling for absentee voting services across all jurisdictions.

In 2024, there will be three elections (Presidential Nominating Primary, Primary, General). Absentee balloting begins 46 days prior to any election. Even with the County handling administration of absentee ballots, the City will still have some staffing costs associated with Election Judges, such that the net savings is estimated at \$12K.

Financial Impact:

Estimate \$12K savings

Committee Discussion:

City Council indicated its intent to enter the JPA 8/21/2023, pending the final document

Attachment:

JPA with Dakota County for Provision of Absentee Voting Administration Services

**Dakota County Contract No. DCA20889
JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND
THE CITIES, TOWNSHIPS, AND SCHOOL DISTRICTS IN DAKOTA COUNTY
FOR THE PROVISION OF ABSENTEE VOTING
ADMINISTRATION SERVICES**

This is a Joint Powers Agreement (“Agreement”) between the County of Dakota (“County”) and THE CITIES, TOWNSHIPS, AND SCHOOL DISTRICTS IN DAKOTA COUNTY (“Governmental Entities”) (collectively the “Parties”) entered into pursuant to Minn. Stat. §471.59, for the provision of absentee voting administration services.

**Section 1
Term And Renewal**

1. This Agreement shall be in effect beginning January 1, 2024, until December 31, 2025, subject to automatic renewal on January 1 of each even calendar year for a two-year term beginning January 1, 2026.

**Section 2
Contract Termination**

2. This Agreement may be terminated as follows:
 - 2.1. Participation in this Agreement may be terminated without cause by the County or individual Governmental Entity effective at the end of the initial term or renewal term by providing written notice to the Parties no later than June 1 in the year prior (the odd year of the two-year term) to the next automatic renewal in Section 1;
 - 2.2. This Agreement may be terminated by the County effective at the end of a renewal term by providing written notice to the Governmental Entities no later than July 15 in the year prior to the next automatic renewal in Section 1, if the County determines, in its sole discretion, that there is an insufficient number of Governmental Entities in Dakota County participating in this Agreement to share the fixed costs of Absentee Voting Administration between the remaining participating Governmental Entities;
 - 2.3. The County or individual Governmental Entities may terminate their participation in this Agreement for cause by providing at least seven days’ written notice to the County and other Governmental Entities. A party may terminate this agreement for cause due to a material breach of the terms of this Agreement, including failure to provide payment within the time specified in this Agreement. The written notice must state the intent to terminate participation and specify the events or circumstances and relevant provision warranting termination of the Agreement or withdrawal of the individual Governmental Entity and may, in the discretion of the terminating party, contain an opportunity to cure the default. A termination for cause will not be effective for any election that will have an election day within 90 days of the termination date to ensure transition of absentee voting responsibilities;
 - 2.4. Termination of this Agreement does not discharge any liability, responsibility, or right of the Parties that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination, such as payment of an invoice for services satisfactorily performed prior to the effective date of termination. Termination of the Agreement or an individual Governmental Entity’s termination of participation does not discharge any obligation which, by its nature, would survive after the date of termination.

Section 3 Absentee Voting Administration

3. County and the Governmental Entities agree to consolidate absentee voting administration countywide in accordance with the Absentee Voting Administration Division of Duties By Joint Powers Agreement attached hereto as **Attachment A** and incorporated by reference. The Parties agree by executing the Agreement, the County Election Director and the Governmental Entities' Clerks may agree, in writing, to modify operational responsibilities identified in **Attachment A** for operational efficiency and to maintain compliance with election laws, rules and regulations. Prior to April 1 of each calendar year, the Parties shall meet to discuss performance of the previous year election cycle and evaluate roles and duties of the Parties.

In addition to temporary staffing necessary to administer absentee voting, County will hire at least two full-time equivalent ("FTE") positions (Elections Systems Manager and Election Coordinator, or successor positions) ("FTE Costs") to ensure sufficient resources are available to manage the consolidated absentee voting for the County while maintaining service levels of all other election work.

In agreeing to the consolidation of absentee voting administrative functions to ensure the successful conduct of multiple, simultaneous elections in the County, the Parties acknowledge that decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the Governmental Entities recognize that such decisions, made for the benefit of the whole, may not be subject to review by the Governmental Entities.

Section 4 Applicability

4. This Agreement between the County and the Governmental Entities is limited to absentee voting administration. All other voting processes are outside of the scope of this Agreement. This Agreement is applicable for all regularly scheduled elections or special elections in a precinct within the jurisdiction of Dakota County.

Section 5 Allocation of Costs and Invoicing

5. The County will invoice each Governmental Entity its cost share allocation for fixed costs and its share of variable costs for its voters that voted via absentee voting.
 - 5.1. The Governmental Entities will proportionately share the County's absentee balloting administration fixed costs annually based on the annual FTE Cost incurred by the County for this Agreement ("Fixed Costs"). The Fixed Costs allocated to a Governmental Entity is proportionate to its share of registered voters.
 - 5.2. The Governmental Entities agree that absentee balloting administration variable costs, such as absentee voter application and absentee ballot mailings, incurred by the County shall be shared among the Governmental Entities based on actual utilization by its voters (Variable Costs).

- 5.3. In even-numbered years for regularly scheduled or State special elections, the County shall assume 55% of Fixed Costs and Variable Costs. Each Governmental Entity shall assume the remaining portion of the Fixed Cost share as set forth in 5.1 and 45% of Variable Costs for the actual number of its voters that voted via absentee voting.
- 5.4. In even-numbered years for a city or township special election not held on a date for an election identified in Section 5.3 each Governmental Entity holding an election shall assume 100% of Variable Costs for the actual number of its voters that voted via absentee voting.
- 5.5. In odd-numbered years, the County shall assume 75% of Fixed Costs. Each Governmental Entity shall assume the remaining portion of its Fixed Cost share as set forth in 5.1.
- 5.6. In odd-numbered years for State special elections, the County shall assume 55% of Variable Costs. Each Governmental Entity shall assume the remaining 45% of Variable Costs for the actual number of its voters that voted via absentee voting.
- 5.7. In odd-numbered years, Governmental Entities holding elections other than State, County, or Federal elections shall assume 100% of Variable Costs for the actual number of its voters that voted via absentee voting. If such an election is layered with a school district election, the Governmental Entity conducting an election shall only be responsible for 50% of the Variable Costs related to a voter eligible to also vote in the school district election.
- 5.8. Each Governmental Entity will be invoiced within sixty (60) days of the final election day of each calendar year. Said invoice shall be due and payable within thirty-five (35) calendar days of invoicing. Invoicing will occur after application of any grant or other state or federal funds received by the County for absentee voting administration.
- 5.9. For illustrative purposes, cost projections for the 2024-2025 elections are attached as **Attachment B**. Final invoices will reflect actual absentee utilization and Variable Costs.

Section 6 Electronic Voting System and E-Pollbook Costs

6. The cost of the purchase, operation and maintenance of the electronic voting system, voting machines, and electronic pollbooks are not included in this Agreement and are the subject of separate agreements.

Section 7 Independent Contractor

7. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of

the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

**Section 8
Data Practices**

8. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy. Election data shall also be governed by Minnesota Election Law and associated Minnesota Rules.

**Section 9
No Waiver**

9. No delay or omission by the Parties to exercise any right or power occurring upon any noncompliance or default with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by the County or the Governmental Entities of any of the covenants, conditions, or agreements to be observed by the Parties shall not be construed to be a waiver of any succeeding breach or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to the Parties at law, in equity, or otherwise.

**Section 10
Governing Law**

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 11
Entire Agreement**

11. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

**Section 12
No Assignment**

12. The Parties may not assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the Governmental Entities and the County and any attempt to do so shall be void and have no force and effect.

**Section 13
Notice**

13. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Dakota County Elections Director
1590 Highway 55
Hastings MN 55033

**Section 14
Audit Provision**

14. The Parties agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the respective Parties and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**Section 15
Liability, Indemnification and Insurance**

15. The County and each Governmental Entity to this Agreement shall be solely liable for the acts of its elected officials, officers, employees, or agents and shall not be responsible for the acts of the other parties to this Agreement, their elected officials, officers, employees, or agents.
- 15.1. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). For the purpose of Minnesota Statutes, Section 471.59, subd. 1a(a), it is the intent that this Agreement does not create any liability or exposure to the Parties for the acts or omissions of the County or other individual Governmental Entity.
- 15.2. The County agrees to defend, hold harmless and indemnify the Governmental Entities and their officials, agents, and employees, from any liability, loss, or damages the Governmental Entity may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by the County in the performance of its obligations under this Agreement.

15.3. Each Governmental Entity agrees to defend, hold harmless and indemnify the County and its officials, agents, and employees, from any liability, loss, or damages the County may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by its performance of its respective obligations under this Agreement.

15.4. Nothing in this Agreement shall be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law, nor does it impose or imply responsibility for the acts or omissions of the County or other Governmental Entities. The County and the Governmental Entities warrant that they are able to comply with the aforementioned indemnification requirements and have sufficient insurance coverage consistent with the liability limits contained in Minnesota Statutes, Chapter 466.

Section 16
Survival of Provisions

16. It is expressly understood and agreed that Sections 8, 10, 14 and 15 hereof shall survive the completion of performance and termination or cancellation of this Agreement.

Section 17
Authority

17. The person or persons executing this Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

(Rest of page left intentionally blank. Signature pages to follow)

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands.

COUNTY OF DAKOTA

By: _____
Director, Public Services & Revenue

Dated: _____

APPROVED AS TO FORM:

By: /s/ Thomas R. Donely
Assistant Dakota County Attorney

Dated: 10/2/2023

KS-23-495

CITY OF Hastings

VIII-17

By: _____

(Name) Dan wietecha

(Title) City Administrator

Dated: _____

By: _____

(Name) _____

(Title) _____

Dated: _____



Absentee Voting Administration

Division of Duties by Joint Powers Agreement

Dakota County Elections
Administration Center
1590 Highway 55
Hastings, MN 55033-2372

651-438-4305
elections@co.dakota.mn.us

Version 8/24/2023

Summary

Topic	Dakota County	Cities/Townships/School Districts
Recurring Absentee Application (permanents)	The county will send recurring absentee ballot applications.	
Receiving regular applications for AB by mail, email or fax	The county will process all mail absentee ballot applications.	If a city/township/school district receives an application for an absentee ballot to be mailed, they will scan and email the application to the county for processing.
Online applications	The county will process all online applications. NOTE: the SVRS online module will not be available in odd years except in the case of a special election for a federal, state, or county office.	
UOCAVA applications	The county will handle all aspects of UOCAVA voting.	
Mail absentee ballots	The county will handle all aspects of absentee voting by mail including fulfillment, incidental correspondence, rejects, etc.	
Prepare materials for in-person absentee	County will prepare in-person, postage paid absentee materials for use at city and school districts	
In-person absentee ballots	<p>The county will be an in-person absentee voting site for the entire absentee period for all Dakota County residents. Offered at Hastings, Apple Valley and/or West St. Paul, election location dependent.</p> <p>The county will provide regular courier services to collect city and school district absentee ballots to deliver to the County Absentee Ballot Board, for those entities with regular office hours.</p>	Cities/townships/school districts which have regular office hours will maintain in-person absentee voting sites for the entire absentee voting period.
Direct balloting/Early Voting (In-person absentee ballots cast in tabulator beginning 18 days before election day)	All County in-person absentee sites will offer direct balloting for all county voters.	Direct balloting is discretionary.

Topic	Dakota County	Cities/Townships/School Districts
Health Care Facility absentee voting		Cities/townships/school districts will carry out health care facility voting.
Safe at Home	The county will manage all aspects of Safe at Home ballots.	
Agent Delivery and Return	All in-person absentee sites will issue Agent Delivery and Return ballots.	All in-person absentee sites will issue Agent Delivery and Return ballots to be couriered to the County.
Absentee Ballot Board	The county will establish the Absentee Ballot Board which will be responsible for all necessary duties to process Dakota County absentee ballots.	School districts that cross counties will be responsible for all non-Dakota County ballots.
Rejected Ballots	The county will issue the replacement (only Dakota County ballots), to be returned by mail to Dakota County.	
Spoiled ballots	<p>If the voter's original ballot has already been accepted, the county and city/township/ school district will coordinate efforts so that the ballot is spoiled before the voter is issued a replacement ballot.</p> <p>If the original ballot has not yet been accepted, the county will spoil and replace for mail absentee voters, or the city/township/school district will spoil and replace for in-person voters.</p>	<p>If the voter's original ballot has already been accepted, the county and city/township/school district will coordinate efforts so that the ballot is spoiled before the voter is issued a replacement ballot.</p> <p>If the original ballot has not yet been accepted, the county will spoil and replace for mail absentee voters, or the city/township/school district will spoil and replace for in-person voters.</p>

Topic	Dakota County	Cities/Townships/School Districts
Rosters and greeter lists	<p>Electronic roster files will be uploaded to the poll book management system, for download to the poll books.</p> <p>Supplemental reports of voters with ballots accepted after the rosters are generated will be pushed to the poll books the day before election day and multiple times on election day.</p> <p>Rosters and Greeter lists will be delivered by vendor.</p>	<p>Cities/townships/school districts will download the rosters to their poll books after the rosters are generated and before the poll books are delivered to the election judges or polling places. (Pollbook access points to be added to all large school district office)</p> <p>Cities/townships/school districts will work with the county to ensure that on election day all poll books sync the AB roster supplement before the polls open and continue to sync throughout the day.</p>
Results	<p>The county will combine absentee results from all absentee ballot counters to create one absentee result grand total. This AB total will be combined with polling place results and posted on the OSS and Dakota County websites.</p> <p>Reports will be made available on the County SharePoint site in a timely manner to allow for canvassing within all deadlines.</p>	<p>Cities/townships/school districts will be responsible to transmit polling place results to the county.</p> <p>Cities/townships/school districts will canvass reports against original tapes and summary statements.</p> <p>Cities/townships/school districts will consult with the County when scheduling canvass meetings.</p>
Storage	<p>The county will retain absentee ballots and related materials in their respective possession.</p> <p>In the event of a recount, materials will be transferred as soon as possible to the jurisdiction conducting the recount.</p>	<p>Cities/townships/school districts will retain absentee ballots and related materials in their respective possession.</p> <p>In the event of a recount, materials will be transferred as soon as possible to the jurisdiction conducting the recount.</p>

2024-2025 JPA Costs for Absentee Services - Estimate 08/24/2023

Even Year			
Base (Fixed) Costs		Absentee (Variable) Costs	
Dakota County Share	55%	Dakota County Share	55%
Municipality Share	45%	Municipality Share*	45%

Odd Year			
Base (Fixed) Costs		Absentee (Variable) Costs	
Dakota County Share	75%	Dakota County Share	0%
Municipality Share	25%	Municipality Share	100%

Municipality	# of Voters as of June 2, 2022	Fixed Cost Share (2024-2025)**	Estimated Absentee Cost (2024-2025)***	Estimated Mail Ballot Costs (2024-2025)	Reduction from Ongoing VOTER Funds****	Total Estimated Costs 2024-2025
ISD 196 - Rosemount/Apple Valley/Eagan	105,635	\$ 15,248	\$ 13,367			\$ 28,614
ISD 197 - West St. Paul/Mendota Heights/Eagan	29,698	\$ 4,287	\$ 4,576			\$ 8,863
ISD 199 - Inver Grove Heights	18,226	\$ 2,631	\$ 1,776			\$ 4,406
ISD 200 - Hastings	19,957	\$ 2,881	\$ 3,946			\$ 6,827
Lakeville	46,134	\$ 26,021	\$ 29,146		\$ (13,419)	\$ 41,747
Eagan	45,274	\$ 25,535	\$ 35,616		\$ (13,169)	\$ 47,982
Burnsville	37,883	\$ 21,367	\$ 26,194		\$ (11,019)	\$ 36,542
Apple Valley	35,735	\$ 20,155	\$ 26,339		\$ (10,395)	\$ 36,100
Inver Grove Heights	22,534	\$ 12,710	\$ 16,818		\$ (6,555)	\$ 22,973
Rosemount	17,245	\$ 9,727	\$ 13,405		\$ (5,016)	\$ 18,115
Hastings	14,571	\$ 8,218	\$ 8,704		\$ (4,238)	\$ 12,684
Farmington	13,844	\$ 7,808	\$ 8,008		\$ (4,027)	\$ 11,789
West St. Paul	12,523	\$ 7,063	\$ 7,706		\$ (3,643)	\$ 11,127
South St. Paul	12,190	\$ 6,875	\$ 4,987		\$ (3,546)	\$ 8,316
Mendota Heights	9,154	\$ 5,163	\$ 10,299		\$ (2,663)	\$ 12,800
Empire	2,017	\$ 1,138	\$ 573		\$ (587)	\$ 1,124
Ravenna Twp	1,731	\$ 976	\$ 705		\$ (504)	\$ 1,177
Eureka Twp	1,096	\$ 618	\$ 298		\$ (319)	\$ 598
Castle Rock Twp	983	\$ 554	\$ 226		\$ (286)	\$ 495
Northfield	967	\$ 545	\$ 871		\$ (281)	\$ 1,135
Vermillion Twp	933	\$ 526	\$ 226		\$ (271)	\$ 481
Marshan Twp	893	\$ 504	\$ 265		\$ (260)	\$ 509
Lilydale	801	\$ 452	\$ 763		\$ (233)	\$ 982
Nininger Twp	654	\$ 369	\$ 163		\$ (190)	\$ 341
Hampton Twp	633	\$ 357	\$ 148		\$ (184)	\$ 321
Greenvale Twp	613	\$ 346	\$ 236		\$ (178)	\$ 404
Randolph Twp	553	\$ 312	\$ 199		\$ (161)	\$ 350
Douglas Twp	523	\$ 295	\$ 115		\$ (152)	\$ 257
Sunfish Lake	436	\$ 246	\$ 250		\$ (127)	\$ 369
Hampton City	406	\$ 229	\$ 57		\$ (118)	\$ 168
Waterford Twp	378	\$ 213	\$ 155		\$ (110)	\$ 258
Sciota Twp	327	\$ 184	\$ 66		\$ (95)	\$ 156
Vermillion City	312	\$ 176	\$ 54		\$ (91)	\$ 139
Randolph City	286	\$ 161	\$ 33		\$ (83)	\$ 111
Mendota City	129	\$ 73	\$ 12		\$ (38)	\$ 47
Coates	101	NO FIXED COST SHARE		\$ 407	\$ (29)	\$ 378
Miesville	86	NO FIXED COST SHARE		\$ 344	\$ (25)	\$ 319
New Trier	56	NO FIXED COST SHARE		\$ 230	\$ (16)	\$ 214
TOTAL	455,517	\$ 183,963	\$ 216,303		\$ (82,028)	\$ 319,219

*Not applicable for special elections, which will incur 100% share to municipality.

**Fixed costs contemplate a Primary & General Election in even years and a School District General Election in odd years. PNP costs to be reimbursed separately.

***Used actual absentee voting utilization from past elections to estimate.

****Reduction of State VOTER funds is at the discretion of each municipality.

2024 Elections - Estimate 08/24/2023

100% of FTE Costs \$ 263,000

Fixed costs proportioned by registered voter

Fixed cost per reg voter \$ 0.93

AB Mailed Cost \$ **10.00**

AB DakCo Share 55%

AB In Person Cost \$ **4.50**

AB Municipality Share 45%

				\$ 4.50	\$ 2.03	\$ 20,507	\$ 20,507		
Municipality	Voters as of June 2, 2022 (per VOTER Funding rules)	Proportion of Registered Voters	Annual Fixed Cost-share (45%)	Estimated Costs of AB Ballot mailed*	Estimated Costs of IP AB Ballot*	25% Reduction from Ongoing VOTER Funds for Proportioned # of Voters	25% Reduction from Ongoing VOTER Funds for AB	Total Estimated Costs - 2024	Estimated Cost Per Reg Voter
Lakeville	46,134	0.164	\$ 19,361	\$ 17,401	\$ 11,745	\$ (3,355)	\$ (3,355)	\$ 41,798	\$ 0.89
Eagan	45,274	0.161	\$ 19,001	\$ 21,263	\$ 14,353	\$ (3,292)	\$ (3,292)	\$ 48,032	\$ 1.07
Burnsville	37,883	0.134	\$ 15,899	\$ 15,638	\$ 10,556	\$ (2,755)	\$ (2,755)	\$ 36,583	\$ 0.98
Apple Valley	35,735	0.127	\$ 14,997	\$ 15,725	\$ 10,614	\$ (2,599)	\$ (2,599)	\$ 36,139	\$ 1.02
Inver Grove Heights	22,534	0.080	\$ 9,457	\$ 10,040	\$ 6,777	\$ (1,639)	\$ (1,639)	\$ 22,997	\$ 1.03
Rosemount	17,245	0.061	\$ 7,237	\$ 8,003	\$ 5,402	\$ (1,254)	\$ (1,254)	\$ 18,134	\$ 1.02
Hastings	14,571	0.052	\$ 6,115	\$ 5,197	\$ 3,508	\$ (1,060)	\$ (1,060)	\$ 12,700	\$ 0.87
Farmington	13,844	0.049	\$ 5,810	\$ 4,781	\$ 3,227	\$ (1,007)	\$ (1,007)	\$ 11,804	\$ 0.85
West St. Paul	12,523	0.044	\$ 5,256	\$ 4,601	\$ 3,106	\$ (911)	\$ (911)	\$ 11,141	\$ 0.90
South St. Paul	12,190	0.043	\$ 5,116	\$ 2,977	\$ 2,010	\$ (886)	\$ (886)	\$ 8,330	\$ 0.70
Mendota Heights	9,154	0.032	\$ 3,842	\$ 6,149	\$ 4,150	\$ (666)	\$ (666)	\$ 12,810	\$ 1.40
Empire	2,017	0.007	\$ 846	\$ 342	\$ 231	\$ (147)	\$ (147)	\$ 1,126	\$ 0.57
Ravenna Twp	1,731	0.006	\$ 726	\$ 409	\$ 276	\$ (126)	\$ (126)	\$ 1,159	\$ 0.67
Eureka Twp	1,096	0.004	\$ 460	\$ 142	\$ 96	\$ (80)	\$ (80)	\$ 539	\$ 0.49
Castle Rock Twp	983	0.003	\$ 413	\$ 135	\$ 91	\$ (71)	\$ (71)	\$ 496	\$ 0.50
Northfield	967	0.003	\$ 406	\$ 520	\$ 351	\$ (70)	\$ (70)	\$ 1,137	\$ 1.20
Vermillion Twp	933	0.003	\$ 392	\$ 135	\$ 91	\$ (68)	\$ (68)	\$ 482	\$ 0.53
Marshan Twp	893	0.003	\$ 375	\$ 142	\$ 96	\$ (65)	\$ (65)	\$ 483	\$ 0.54
Lilydale	801	0.003	\$ 336	\$ 455	\$ 307	\$ (58)	\$ (58)	\$ 982	\$ 1.26
Nininger Twp	654	0.002	\$ 274	\$ 97	\$ 66	\$ (48)	\$ (48)	\$ 342	\$ 0.52
Hampton Twp	633	0.002	\$ 266	\$ 88	\$ 60	\$ (46)	\$ (46)	\$ 321	\$ 0.52
Greenvale Twp	613	0.002	\$ 257	\$ 45	\$ 30	\$ (45)	\$ (45)	\$ 243	\$ 0.40
Randolph Twp	553	0.002	\$ 232	\$ 119	\$ 80	\$ (40)	\$ (40)	\$ 351	\$ 0.64
Douglas Twp	523	0.002	\$ 219	\$ 68	\$ 46	\$ (38)	\$ (38)	\$ 258	\$ 0.50
Sunfish Lake	436	0.002	\$ 183	\$ 149	\$ 101	\$ (32)	\$ (32)	\$ 370	\$ 0.86
Hampton City	406	0.001	\$ 170	\$ 34	\$ 23	\$ (30)	\$ (30)	\$ 169	\$ 0.40
Waterford Twp	378	0.001	\$ 159	\$ 85	\$ 57	\$ (27)	\$ (27)	\$ 245	\$ 0.65
Sciota Twp	327	0.001	\$ 137	\$ 40	\$ 27	\$ (24)	\$ (24)	\$ 156	\$ 0.46
Vermillion City	312	0.001	\$ 131	\$ 32	\$ 22	\$ (23)	\$ (23)	\$ 140	\$ 0.46
Randolph City	286	0.001	\$ 120	\$ 20	\$ 13	\$ (21)	\$ (21)	\$ 112	\$ 0.39
Mendota City	129	0.000	\$ 54	\$ 7	\$ 5	\$ (9)	\$ (9)	\$ 47	\$ 0.36
Coates	101	0.000	NO FIXED COST SHARE			\$ (7)	\$ (7)	\$ (15)	\$ (0.15)
Miesville	86	0.000	NO FIXED COST SHARE			\$ (6)	\$ (6)	\$ (13)	\$ (0.15)
New Trier	56	0.000	NO FIXED COST SHARE			\$ (4)	\$ (4)	\$ (8)	\$ (0.14)
TOTAL	282,001	1.00	\$ 118,248	\$ 114,840	\$ 77,517	\$ (20,507)	\$ (20,507)	\$ 269,591	\$ 0.96

2025 Elections - Estimate 08/24/2023

100% of FTE Costs \$ 263,000

Fixed costs proportioned by registered voter

Fixed cost per registered voter \$ 0.93

AB Mailed Cost \$ **10.00**

AB DakCo Share 0%

AB In Person Cost \$ **4.50**

AB Municipality Share 100%

Municipality	Voters as of June 2, 2022 (per VOTER Funding rules)	Proportion of Registered Voters for VOTER funds	Annual Fixed Cost - 25 % Share					Total Estimated Costs - 2025	Estimated Cost Per Reg Voter
				Estimated Costs of AB Ballot mailed*	Estimated Costs of IP AB Ballot*	25% Reduction from Ongoing VOTER Funds for AB	25% Reduction from Ongoing VOTER Funds for Proportioned # of Voters		
ISD 196 - Rosemount/Apple Valley/Eagan			\$ 15,248	\$ 7,980	\$ 5,387		\$ 28,614	\$ 0.27	
ISD 197 - West St. Paul/Mendota Heights/Eagan			\$ 4,287	\$ 2,732	\$ 1,844		\$ 8,863	\$ 0.30	
ISD 199 - Inver Grove Heights			\$ 2,631	\$ 1,060	\$ 716		\$ 4,406	\$ 0.24	
ISD 200 - Hastings			\$ 2,881	\$ 2,356	\$ 1,590		\$ 6,827	\$ 0.34	
Lakeville	46,134	0.164	\$ 6,659	\$ -	\$ -	\$ (3,355)	\$ (51)	\$ (0.00)	
Eagan	45,274	0.161	\$ 6,535	\$ -	\$ -	\$ (3,292)	\$ (50)	\$ (0.00)	
Burnsville	37,883	0.134	\$ 5,468	\$ -	\$ -	\$ (2,755)	\$ (42)	\$ (0.00)	
Apple Valley	35,735	0.127	\$ 5,158	\$ -	\$ -	\$ (2,599)	\$ (39)	\$ (0.00)	
Inver Grove Heights	22,534	0.080	\$ 3,253	\$ -	\$ -	\$ (1,639)	\$ (25)	\$ (0.00)	
Rosemount	17,245	0.061	\$ 2,489	\$ -	\$ -	\$ (1,254)	\$ (19)	\$ (0.00)	
Hastings	14,571	0.052	\$ 2,103	\$ -	\$ -	\$ (1,060)	\$ (16)	\$ (0.00)	
Farmington	13,844	0.049	\$ 1,998	\$ -	\$ -	\$ (1,007)	\$ (15)	\$ (0.00)	
West St. Paul	12,523	0.044	\$ 1,808	\$ -	\$ -	\$ (911)	\$ (14)	\$ (0.00)	
South St. Paul	12,190	0.043	\$ 1,760	\$ -	\$ -	\$ (886)	\$ (13)	\$ (0.00)	
Mendota Heights	9,154	0.032	\$ 1,321	\$ -	\$ -	\$ (666)	\$ (10)	\$ (0.00)	
Empire	2,017	0.007	\$ 291	\$ -	\$ -	\$ (147)	\$ (2)	\$ (0.00)	
Ravenna Twp	1,731	0.006	\$ 250	\$ 12	\$ 8	\$ (126)	\$ 18	\$ 0.01	
Eureka Twp	1,096	0.004	\$ 158	\$ 36	\$ 24	\$ (80)	\$ 59	\$ 0.05	
Castle Rock Twp	983	0.003	\$ 142	\$ -	\$ -	\$ (71)	\$ (1)	\$ (0.00)	
Northfield	967	0.003	\$ 140	\$ -	\$ -	\$ (70)	\$ (1)	\$ (0.00)	
Vermillion Twp	933	0.003	\$ 135	\$ -	\$ -	\$ (68)	\$ (1)	\$ (0.00)	
Marshan Twp	893	0.003	\$ 129	\$ 16	\$ 11	\$ (65)	\$ 26	\$ 0.03	
Lilydale	801	0.003	\$ 116	\$ -	\$ -	\$ (58)	\$ (1)	\$ (0.00)	
Nininger Twp	654	0.002	\$ 94	\$ -	\$ -	\$ (48)	\$ (1)	\$ (0.00)	
Hampton Twp	633	0.002	\$ 91	\$ -	\$ -	\$ (46)	\$ (1)	\$ (0.00)	
Greenvale Twp	613	0.002	\$ 88	\$ 96	\$ 65	\$ (45)	\$ 160	\$ 0.26	
Randolph Twp	553	0.002	\$ 80	\$ -	\$ -	\$ (40)	\$ (1)	\$ (0.00)	
Douglas Twp	523	0.002	\$ 75	\$ -	\$ -	\$ (38)	\$ (1)	\$ (0.00)	
Sunfish Lake	436	0.002	\$ 63	\$ -	\$ -	\$ (32)	\$ (0)	\$ (0.00)	
Hampton City	406	0.001	\$ 59	\$ -	\$ -	\$ (30)	\$ (0)	\$ (0.00)	
Waterford Twp	378	0.001	\$ 55	\$ 8	\$ 5	\$ (27)	\$ 13	\$ 0.03	
Sciota Twp	327	0.001	\$ 47	\$ -	\$ -	\$ (24)	\$ (0)	\$ (0.00)	
Vermillion City	312	0.001	\$ 45	\$ -	\$ -	\$ (23)	\$ (0)	\$ (0.00)	
Randolph City	286	0.001	\$ 41	\$ -	\$ -	\$ (21)	\$ (0)	\$ (0.00)	
Mendota City	129	0.000	\$ 19	\$ -	\$ -	\$ (9)	\$ (0)	\$ (0.00)	
Coates	101	0.000	NO FIXED COST SHARE			\$ (7)	\$ (15)	\$ (0.15)	
Miesville	86	0.000	NO FIXED COST SHARE			\$ (6)	\$ (13)	\$ (0.15)	
New Trier	56	0.000	NO FIXED COST SHARE			\$ (4)	\$ (8)	\$ (0.15)	
TOTAL	282,001	1.00	\$ 65,715	\$ 14,296	\$ 9,650	\$ (20,507)	\$ (20,507)	\$ 48,647	\$ 0.11

Certificate Of Completion

Envelope Id: 7BD56DE4534E46E9BAA9CFD7FC01F03D	Status: Sent
Subject: Complete with DocuSign: City of Hastings JPA for Absentee Voting Services DCA20889	
Source Envelope:	
Document Pages: 15	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Michelle Blue
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	michelle.blue@co.dakota.mn.us
	IP Address: 207.171.99.1

Record Tracking

Status: Original	Holder: Michelle Blue	Location: DocuSign
10/4/2023 1:51:05 PM	michelle.blue@co.dakota.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Signer	Signature	Timestamp
Michelle Blue	Completed	Sent: 10/4/2023 1:51:55 PM
Michelle.Blue@co.dakota.mn.us		Viewed: 10/4/2023 1:52:02 PM
Elections Director		Signed: 10/4/2023 1:52:11 PM
Dakota County	Using IP Address: 207.171.99.1	

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Not Offered via DocuSign

Dan Wietecha	Sent: 10/4/2023 1:52:13 PM
dwietecha@hastingsmn.gov	Viewed: 10/9/2023 9:31:07 AM

City Administrator

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/9/2023 9:31:07 AM
 ID: 83019d14-0c88-411c-ac70-40dad6630993

Kelly Murtaugh

kmurtaugh@hastingsmn.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 9/28/2023 10:15:09 AM
 ID: 76cef216-7162-4816-8ab5-8ec294c69fe4

Tom Novak

Tom.Novak@co.dakota.mn.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/9/2023 7:41:18 AM
 ID: 47be24e1-e43d-4071-9614-ea466445789c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp	VIII-17
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Carbon Copy Events	Status	Timestamp
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Doug Gross

doug.gross@co.dakota.mn.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Julie Riveness

Julie.Riveness@CO.DAKOTA.MN.US

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

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10/4/2023 1:51:55 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Dakota County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.peters@co.dakota.mn.us

To advise Dakota County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.peters@co.dakota.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dakota County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Dakota County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Dakota County during the course of my relationship with you.

*City Council Memorandum*

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 16, 2023
Item: Budget Adjustment – Lake Isabel Park Contamination Excavation and Backfill

Council Action Requested: Approve budget adjustment for the removal of contaminated soils, and backfill at Lake Isabel Park.

Background Information: Earlier this summer, during excavation for the redevelopment of Lake Isabel Park, asbestos containing materials were discovered. During analysis of those soils, lead was also discovered. Exploratory excavations were conducted to learn the extent of the contamination, and those sample were also sampled. The extent of contamination was mapped out, and an estimated 3,800 cubic yards of soils are contaminated and need to be removed and replaced with clean fill in order to move forward.

As a park facility, the MPCA requires 4 feet of separation between any contaminated soils and the surface of the soils. Because of bedrock and ADA components of this redevelopment, this requires an excavation and replacement of 4ft of soils.

Staff have researched grant opportunities, however no opportunities have been found that meet our needs or for which our project meets the criteria.

Staff propose utilizing the 401 Fund (Park Projects) to cover the significant extra cost of the soil removal, disposal and replacement at an estimated \$350,000.00.

Staff are requesting a budget adjustment to dedicate \$385,000.00 from fund 401 for the Lake Isabel Park project for the express purpose of removing, disposing of and replacing the contaminated soils. This amount adds a 10% contingency, that if not spent will remain in the 401 fund for future projects.

Financial Impact:

Up to \$385,000.00 of unexpected expenses being covered by Fund 401, which has a current undesignated balance of \$444,700.00.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Price Estimates

Lake Isabel Park Contaminated Soils Excavation, Disposal and Replacement.

X-B-01

Remove 963 CY Asbestos soils: $\$88.00/\text{CY} = \$84,744$

Remove 2856 CY Debris/Lead soils: $\$54.75/\text{CY} = \$156,366$

Common Borrow Import: $\$23.50/\text{CY} = \$89,746.50$

Topsoil Import: $\$41.00/\text{CY}$ (assumed 4" over 21,500 SF) = $\$10,882.60$

$\$342,739.10$ +/-



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Justin Fortney, City Planner
Date: October 16, 2023
Item: Variance #2023-37 – Front Setback – 1590 Highway 55 – Dakota County Government Center

Council Action Requested:

Review and take action on the attached resolution approving the following variance request:

1. A variance to the requirement that ground-mounted accessory solar arrays may not be in the front yards of principal structures, as stipulated in Hastings City Code 155.07, Subd. K.3.d.(5)

A vote of 75% (6 of 7) of the entire City Council is required to affect any variation in the application of the zoning code.

Background Information:

Accessory structures including ground-mounted accessory solar arrays may not be in the front yards of principal buildings. This is to assure they are accessory to the principal use and do not detract from the streetscape of the district. Staff and the Planning Commission found there are unique circumstances involving the subject land that make the proposed location appropriate. Alternat locations studied were problematic. Please see the attached October 9, 2023 Planning Commission staff report for additional information.

Financial Impact:

N/A

Advisory Commission Discussion:

The Planning Commission voted 5-0-1 (Mesina abstained) to recommend approval of the request at the October 9, 2023 meeting.

Council Committee Discussion:

N/A

Attachments:

- Resolution for approval
- Planning Commission memo – October 9, 2023

HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
SITTING AS THE BOARD OF ADJUSTMENT AND APPEALS APPROVING
THE REQUEST OF DAKOTA COUNTY TO VARY FROM THE FRONT YARD
SETBACK REQUIREMENT OF HASTINGS CITY CODE 155.07, SUBD.
K.3.D.(5) AT 1590 HIGHWAY 55**

Council member _____ introduced the following Resolution and moved its adoption:

WHEREAS, McKinstry Essention LLC., agent for Dakota County, property owner, has petitioned for a variance from the entire front yard setback requirement of Hastings City Code 155.07, Subd. K.3.d.(5) to allow construction of a ground-mounted accessory solar array in the front yard on property generally located at 1590 Highway 55, legally described as SE 1/4 of NW 1/4, EX PARCEL 258F on MNDOT ROW Plat 19-88, of SECTION, 29 TWN 115, RANGE 17, Dakota County, Minnesota; and

WHEREAS, variances to the Hastings City Code may be considered by the Board of Zoning Adjustment and Appeals upon determination of supporting evidence as stipulated in Hastings City Code 30.02(F); and

WHEREAS, The City Council acts as the Board of Adjustment and Appeals in accordance with Hastings City Code 30.02(A), and

WHEREAS, on October 9, 2023, the Planning Commission of the City of Hastings serving in advisory to the Board of Zoning Adjustment and Appeals reviewed the petition as required by state law, city charter and city ordinance; and

WHEREAS, The Planning Commission voted to recommend approval of the petition consistent with findings of fact and conclusions included in this resolution; and

WHEREAS, The City Council sitting as the Board of Adjustment and Appeals has reviewed the petition and concurs with the recommendation of the Planning Commission.

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

That the City Council hereby approves the variance request as presented based on the following findings of fact and conclusions:

1. Due to the unique nature of the site developing as a campus, the “front” is not physically identifiable in one specific location and there are conditions that would not allow the array in alternative locations including steep slopes, older building roofs, and other more visible front yards.
2. The conditions upon which the petition for a variance is based are unique to the subject property. While there is a similar appearing campus at 1175 Nininger Road, the buildings in that location are on separate parcels, have more identifiable fronts, and are on level ground.
3. The goal for Dakota County is to become more sustainable by implementing renewable energy. Additionally, the project will create local jobs, have an economic impact, and create workforce development for Dakota County and surrounding communities.
4. Granting of the variance would only allow an accessory use that is in front of the building based on the address. The array will still be required to meet setbacks from adjacent properties and will be reviewed administratively for compliance with applicable codes. This will assure that the variance will not be detrimental to the public.
5. The proposed array is low to the ground (less than ten-feet tall) and over 150-feet from the nearest property. At that height and distance, it is not likely to cause any issues of concern.
6. The purpose and intent of the ordinance is to preserve the streetscape, setback, and aesthetics of structures along the right-of-way. Due to the location, grade, existing and proposed landscaping, the location will be in harmony with the purpose and intent of the ordinance.
7. The 2040 Comprehensive plan is supportive of solar energy and even suggests there may be reasons to exempt it from certain standards.
8. The construction of a solar array in the proposed low-lying and screened location is reasonable.
9. The practical difficulty is caused by the unique site not being adequately addressed by the ordinance regarding the location of a “front”.
10. Due to visibility concerns, steep slopes, and older building roofs, the proposal could not reasonably be accomplished under the ordinance requirements.
11. No change is expected to the character of the locality.
12. The applicant has not stated any financial reasoning for the variance.

Council member _____ moved a second to this resolution, and upon being put to a vote it was unanimously adopted by all Council members present.

Adopted by the Hastings City Council on October 16, 2023, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh (City Seal)

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 16th day of October 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh, City Clerk

(SEAL)

This instrument drafted by:

City of Hastings (JJF)
101 4th Street East
Hastings, Minnesota 55033



Planning Commission Memorandum

To: Planning Commissioners
From: Justin Fortney, City Planner
Date: October 9, 2023
Item: Variance #2023-37 – Front Setback – 1590 Highway 55 – Dakota County Government Center

Planning Commission Action Requested

Review and make a recommendation to the City Council on the following request:

- 1) A variance to the requirement that ground-mounted accessory solar arrays may not be in the front yards of principal structures, as stipulated in Hastings City Code 155.07, Subd. K.3.d.(5)

Background Information

Ground-mounted accessory solar arrays, like all other accessory structures may not be in the front yard of principal buildings. This is to assure that principal buildings are the most visible. Principal buildings and uses are those that are allowed by zoning on their own, reviewed by the Planning Commission and City Council, and have a higher standard for architectural aesthetics. They should be the most visible features from the front. Accessory structures are typically reviewed administratively, have less architectural requirements and are not the type of uses one would expect to be in the zoning district on their own.

Subject Proposal

The applicants propose to install an estimated 595kW ground mounted solar array in the open low lying area on the SE corner of the site. They believe the site is a good location because it is well screened, not anticipated for any uses in the foreseeable future, and not very visible. They have stated that other locations are not feasible. The age of the building roofs would not allow for rooftop installation. Other open space on the site is not suitable with steep slopes to the north of the proposed location and the SW corner of the campus is highly visible from the area streets, entrances, and more identifiable as the front. Carport arrays come with drawbacks and would provide substantially less energy than the proposal, based on the parking lot configuration and allowable area.

The subject property is unique since it is very large and laid out as a campus. Addressed from Highway 55 but with two major entrances on General Sieben Drive along with a few accessing 4th Street West and North Frontage Road. The proposed location for the array is about 150-feet away from the closest principal building. There is also a large elevation differential between the campus buildings and the proposed solar array location. These unique conditions differentiate the property from others that have one visually identifiable front yard. The proposed location of the solar array is very low and far from the principal buildings. It is also well screened and in a location with little development potential.

Public Notification

Notification of the variance request was sent to property owners within 350-feet of the property. Staff has not received any comments.

VARIANCE REVIEW

Variance Definition

Variances are deviations from strict compliance of City Code provisions. The Board of Adjustment and Appeals may issue a variance upon determination of findings of fact and conclusions supporting the variance as established in Chapter 30.02, Subd. F of the City Code. The Planning Commission (acting in part as the Board of Adjustment and Appeals) may consider variances to the Zoning Code that are not contrary to the public interest where owing to special conditions, and where a literal enforcement of the provision of the City Code would result in practical difficulties. Variances may be granted providing the following has been satisfied (staff review appears in ***bold italics***):

(1) Because of the particular physical surroundings, shape or topographic conditions of the land involved, a practical difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out; ***Due to the unique nature of the site developing as a campus, the "front" is not physically identifiable in one specific location and there are conditions that would not allow the array in alternative locations including steep slopes, older building roofs, and also being in the in a defined, but more visible "front"***.

(2) The conditions upon which the petition for a variance is based are unique to the tract of land for which the variance is sought and not applicable, generally, to other property with the same zoning classification; ***The conditions upon which the petition for a variance is based are unique to the subject property. While the hospital, specialty clinic, and senior living on Nininger Road have some similarities, those buildings are on separate parcels, have more identifiable fronts, and are on level ground.***

(3) The purpose of the variance is not based exclusively upon a desire to increase the value or income potential of the parcel of land; ***The goal for Dakota County is to become more sustainable by implementing renewable energy. Additionally, the***

project will create local jobs, have an economic impact, and create workforce development for Dakota County and surrounding communities.

(4) The granting of the variance will not be detrimental to the public welfare or injurious to other land or improvements in the vicinity in which the tract of land is located; ***Granting of the variance would only allow an accessory use that is in front of the building based on the address. The array will still be required to meet setbacks from adjacent properties and will be reviewed administratively for compliance with applicable codes.***

(5) The proposed variance will not impair an adequate supply of light and air to property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the vicinity; ***The proposed array is low to the ground (< 10-feet tall) and over 150-feet from the nearest property. At that height and distance, it is not likely to cause any issues of concern.***

(6) The variance is in harmony with the purposes and intent of ordinance; ***The purpose and intent of the ordinance is to preserve the streetscape, setback, and aesthetics of structures along the right-of-way. Due to the location, grade, existing and proposed landscaping, the location will be in harmony with the purpose and intent of the ordinance.***

(7) The variance is consistent with the comprehensive plan; ***The 2040 Comprehensive plan is supportive of solar energy and even suggests there may be reasons to exempt it from certain standards.***

(8) The proposal puts the property to use in a reasonable manner; ***The construction of a solar array in the proposed low-lying and screened location is reasonable.***

(9) There are practical difficulties in complying with the official control. "Practical difficulties", as used in connection with the granting of the variance means that:

(a) The property owner proposes to use the property in a reasonable manner not permitted by an official control; ***The use is reasonable, as explained in number 8.***

(b) The practical difficulty is caused by the provisions of this chapter and has not been created by any persons presently or formerly having an interest in the parcel of land; ***The practical difficulty is caused by the unique site not being adequately addressed by the ordinance regarding the location of a "front".***

1. A practical difficulty is not present if the proposal could be reasonably accomplished under the current Ordinance requirements. ***Due to visibility concerns, steep slopes, and older building roofs, the proposal could not reasonably be accomplished under the ordinance requirements.***

(c) The variance, if granted, will not alter the essential character of the locality. ***Due to the passive nature of the array and its screened location, no change is expected to the character of the locality.***

(d) Economic considerations alone do not constitute practical difficulties. ***The applicant has not stated any financial reasoning for the variance.***

(e) Practical difficulties include inadequate access to direct sunlight for solar energy systems.

RECOMMENDATION

Granting of the variance is recommended based on the above findings of fact in the Variance Review.

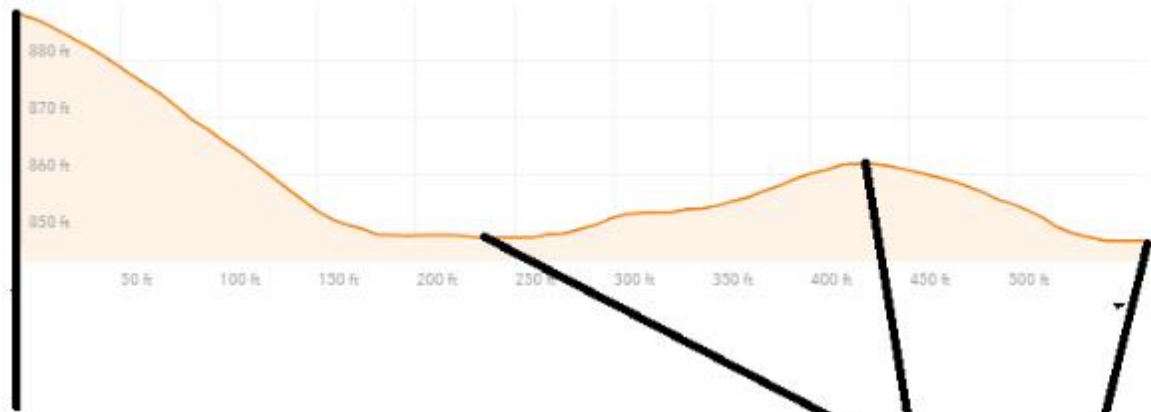
ATTACHMENTS

- Aerial Map
- Plans and diagrams
- Photographs





Elevation Profile



Approximate ground elevation of closest building

Approximate array ground elevation

North Frontage Road

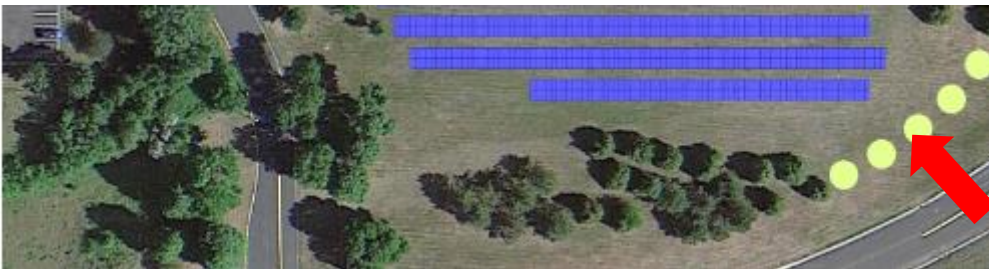


A

X-C-01



B



View B

View A



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: October 16, 2023
Item: South Oaks of Hastings 4th Addition

Council Action Requested:

Consider action on the following requests of Greg J Homes for development of South Oaks of Hastings 4th Addition, a 35-lot single family subdivision generally located southwest of 31st Street and Century Drive. All actions require a simple majority of Council.

- 1) **Resolution: Vacation of Easement – South Oaks of Hastings 2nd Addition:** Remove existing drainage and utility easements as platted in a previous addition. New drainage and utility easement will be established with the current 4th Addition plat. The City Council held the public hearing for the vacation at the September 18, 2023 meeting. No comments were received.
- 2) **Resolution: Preliminary and Final Plat Approval – South Oaks of Hastings 4th Addition:** Approval to subdivide property in to 35 single family lots.
- 3) **Authorize Signature: Development Agreement –** Memorializes the conditions of plat approval and establishes standards for site development.
- 4) **Authorize Signature: Stormwater Management Agreement -** Establishes construction and maintenance obligations for stormwater management facilities.

History

Over the last 20 years, various approvals have been granted for the area now being platted as South Oaks 4th Addition. The last approvals granted in 2021 have expired and are no longer valid.

Stormwater Ponding

The developer has agreed to construct a stormwater pond within the northeast corner of the plat (Outlot D) for on-site stormwater treatment. Ownership of the outlot would be transferred to the City with future owners of plat liable for maintenance expenses.

The depth of the infiltration basin on Outlot D exceeds our normal depth to establish and maintain vegetation. To ensure vegetation does not become a nuisance, the typical warranty period has been extended to three years.

Advisory Commission Review:

Planning Commission Meeting – September 25, 2023 - The Commission voted 4-0 to recommend approval of the request as presented by staff. Two residents shared concerns about lot sizes, density of homes, number of lots, safety of kids on streets, tree preservation, and park dedication. The developer also addressed some concerns. Commissioners discussed maintenance of the outlot and that although they may prefer to see changes to the development, it appears to meet city requirements.

Planning Commission Meeting – August 28, 2023 - The Commission voted 4-0 to table the application and public hearing at the request of Staff. During the public hearing three individuals provided comment pertaining to the number of homes in the area, traffic and safety concerns for children, snow management, loss of trees, and increase of home from past plat applications. Commissioners discussed rationale for a planned residential development, street width, and storage of snow.

Financial Impact:

The addition of 35 home sites will add to the tax base and create needed housing opportunities.

Attachments:

- Resolution – Vacation of Easement – South Oaks of Hastings 2nd Addition
- Resolution – Preliminary and Final Plat Approval – South Oaks of Hastings 4th Addition
- Minutes - Planning Commission – September 25, 2023
- Minutes – Planning Commission – August 28, 2023
- Staff Memo - Planning Commission – September 25. 2023
- Development Agreement - South Oaks of Hastings 4th Addition
- Stormwater Management Agreement - South Oaks of Hastings 4th Addition

RESOLUTION NO. _____

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

**A RESOLUTION VACATING
CERTAIN EASEMENTS LOCATED
WITHIN THE CITY OF HASTINGS, MINNESOTA**

WHEREAS, pursuant to Minn. Stat. § 412.851, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, Greg J. Homes of Hastings, Inc. initiated the vacation the certain easements over property in Hastings, Minnesota, which are legally described and depicted on Exhibit A (“Existing Easements”), attached hereto and incorporated herein; and

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation; and

WHEREAS, the City Council of Hastings then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of Hastings has determined that the vacation would be in the public interest.

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

1. That the City of Hastings, pursuant to Minn. Stat. § 412.851, hereby vacates the easements situated in the City of Hastings, County of Dakota, State of Minnesota, legally described on the attached Exhibit A.
2. That said vacation has no relationship to the City’s Comprehensive Plan and therefore the Hastings City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Hastings Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare a notice to be presented to the Dakota County Auditor reflecting the completion of the proceedings herein.

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

Adopted by the Hastings City Council on October 16, 2023, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
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 16th of October, 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

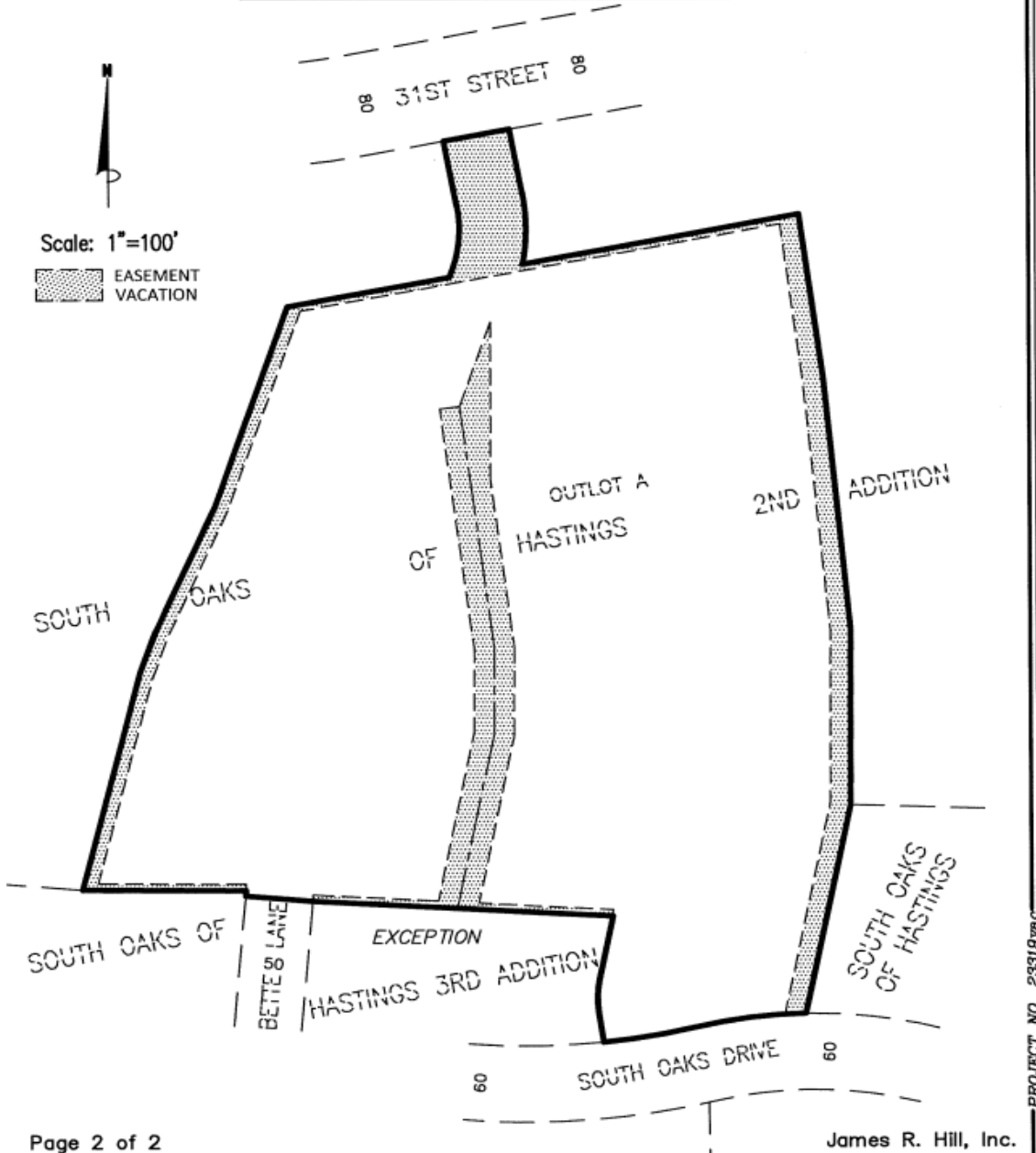
Kelly Murtaugh, City Clerk

(SEAL)

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

Sketch and Description

For: GREG J. HOMES OF HASTINGS, INC.



HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
GRANTING PRELIMINARY AND FINAL PLAT APPROVAL OF SOUTH
OAKS OF HASTINGS 4TH ADDITION**

Council member _____ introduced the following Resolution and moved its adoption:

WHEREAS, Greg J Homes of Hastings, Inc. has petitioned for Preliminary Plat and Final Plat approval of SOUTH OAKS OF HASTINGS 4TH ADDITION consisting of 35 single family lots and four outlets. The subject property is owned by Gregory and Susan Jablonske and is generally located southwest of 31st Street and Century Drive and legally described as Outlot A, SOUTH OAKS OF HASTINGS 2ND ADDITION, Except that portion platted as SOUTH OAKS OF HASTINGS 3RD ADDITIO, Dakota County, Minnesota; and

WHEREAS, on September 25, 2023, review of the plat was conducted before the Planning Commission of the City of Hastings, as required by state law, city charter, and city ordinance; and

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

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

That the City Council hereby approves the Preliminary Plat and Final Plat as presented subject to the following conditions:

- 1) Final approval of all Civil Plans including Grading, Drainage and Erosion Control Plans, and Utility Plans by the Public Works Director.
- 2) Ownership of Outlot D must be transferred to the City of Hastings for stormwater management.
- 3) Execution of a Development Agreement to memorialize conditions of approval and to establish applicable escrow amounts to ensure completion of public improvements.

- 4) Execution of a stormwater access and maintenance agreement between the City-02 (a-d) and property owner prior to recording of the final plat.
- 5) All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
- 6) Submission of certification of taxes paid in full for the property prior to release of the final plat mylars for recording.
- 7) Payment of \$77,000 (\$2,200 x 35 lots) to satisfy park dedication requirements prior to release of the final plat mylars for recording.
- 8) Payment of \$16,975 (\$485 x 35 lots) in sewer interceptor fees prior to release of the final plat mylars for recording.
- 9) Individual mailboxes for each home are not permitted. Mailboxes must be grouped into clusters.
- 10) Developer shall plant "boulevard" trees of at least 1.5 caliper inches according to the submitted tree plan. An escrow is required for any unplanted trees before a certificate of occupancy is issued.
- 11) One "front yard" tree of at least 1.5 caliper inches must be planted by the builder or developer on every platted lot. An escrow is required for any unplanted trees before a certificate of occupancy is issued.
- 12) Relocate or replace existing trees located on Block 3 that are impacted by grading. The tree locations should create a buffer between the proposed 4th Addition and 2nd Addition. Relocation onto the adjacent South Oaks 2nd Addition property is acceptable upon written agreement with the owners of the adjacent property.
- 13) Outlots A, B, and C must be deeded to the respective abutting properties to the north so as not to remain remnant parcels.
- 14) Any uncompleted site work (including landscaping) must be escrowed for prior to issuance of a certificate of occupancy.
- 15) Approval is subject to a one-year Sunset Clause; the plat must be recorded with Dakota County within one year of City Council approval or approval is null and void.

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

Adopted by the Hastings City Council on October 16, 2023, by the following vote:

Ayes:
Nays:
Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
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 October, 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh, City Clerk

(SEAL)

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

Planning Commission Minutes – September 25, 2023**Greg J Homes – Continued – Preliminary and Final Plat #2023-21 – South Oaks 4th Addition**

Director Hinzman provided a summary of the request of the Preliminary and Final Plat application of the South Oaks of Hastings 4th Addition as submitted by Greg J. Homes. The public hearing and review are continued from the August 28, 2023 Planning Commission meeting. The proposed 35 lot subdivision is generally located Southwest of 31st Street and Century Drive. Hinzman shared the development history of the area, indicating that a similar request was approved by the City in 2017. Approvals from 2017 are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in February, 2018.

Chair Messina re-opened the public hearing at: 7:10 PM

Gabrielle and Rene Wegner, 734 South Oaks Drive, Mrs. Wegner expressed concern for increased number of homes with smaller lot sizes, traffic concerns, safety concerns of children, preservation of vegetation in the area. Mr. Wegner posed questions regarding parkland dedication fees. Additional concerns raised regarding residential waste and snow removal.

Greg Jablonski, of Greg J Homes responded to concerns expressed by residents and shared additional details of the development. Jablonski responded to the parkland dedication fees and minimum setback requirements. Hinzman indicated the application was received prior to the recent increase of parkland dedication fees. Jablonski shared the proposal is aimed to meet current market needs.

Gabrielle and Rene Wegner, 734 South Oaks Drive, posed questions around the resale price of current homes in the area and expressed the expectation of the quality of the homes to be constructed. Mr. Wegner reiterated their concerns for safety and the number of homes in the development and the future of the housing market.

Chair Messina closed the public hearing at: 7:28 PM and invited Commissioners to ask questions or offer comments.

Commission discussion on Outlot D in regard to ownership, maintenance, and fees. Hinzman indicated it was determined that the maintenance fees would be paid by the thirty-five (35) property owners in the development. The City would own Outlot D, evaluate the stormwater pond, and hire contractors for maintenance. Commission shared the requirements are met, indicating the next steps should be taken by the City Council.

Commissioner Peters motioned to approve the Preliminary and Final Plat request as presented, seconded by Commissioner McGrath.

Commission discussion on Planned Residential Development and the minimum size lot requirements and additional stipulations. Hinzman indicated Planned Residential Development is a part of zoning and that it does not expire. Hinzman shared the next steps of the request.

Ayes: Commissioners Messina, LeBrun, McGrath, and Peters.

Nays: None

Absent: Halberg, Teiken.

Planning Commission Minutes – August 28, 2023

Greg J Homes – Preliminary and Final Plat #2023-21 – South Oaks 4th Addition

Director Hinzman provided a summary of the request related to the Preliminary and Final Plat application of the South Oaks of Hastings 4th Addition as submitted by Greg J. Homes. The proposed 35 lot subdivision is generally located Southwest of 31st Street and Century Drive. Planning Commission is requested to hold a public hearing and review development plans as well as table action until the September 11, 2023 Planning Commission Meeting. At this time, additional information must be submitted by the developer to complete the review of civil plans for stormwater treatment. Staff cannot provide a recommendation for approval until plans are submitted and reviewed. Hinzman shared the development history of the area, indicating this same request was approved by the City in 2017. Approvals from 2017 are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in February, 2018.

Chair Messina opened the public hearing at: 7:23 PM

Gabrielle and Rene Wegner, 734 South Oaks Drive, expressed concern for increased traffic, safety concerns for children, an increased number of homes with smaller lot sizes, snow fall and removal, as well as current vegetation in the area.

Abram Whitebird, 765 31st Street West, expressed concerns of current ponding issues during winter months.

Erica Wood, 3500 Century Drive, expressed concerns for the increased number of homes, water ponding concerns, and impact on current vegetation.

Greg Jablonski, responded to concerns expressed by residents and shared additional details of the development.

Chair Messina closed the public hearing at: 7:39 PM and invited Commissioners to ask questions or offer comments.

Commission discussion on narrow roadways, lack of pedestrian sidewalks, and snow removal concerns. Commissioners discussed the ownership of Outlot D within the plan and current vegetation plans. Hinzman indicated that Outlot D would be owned and maintained by the City, including the site plan will show the vegetation

X-C-02 (a-d)

plan as a whole. Commissioners expressed concerns regarding pedestrian safety throughout the area. Hinzman shared there are two things that regulate sidewalk improvements, one being the subdivision ordinance and the other being the People Movement Plan. Commissioners expressed the need to see the final plan. Hinzman indicated the Commission can provide suggestions to the developer for consideration in the final plan. Hinzman shared history of the South Oaks development.

Commissioner LeBrun motioned to continue the public hearing to the September 11, 2023 Planning Commission meeting, also tabling action until the September 11th meeting, seconded by Commissioner Peters.

Ayes: Commissioners Messina, LeBrun, Peters, and Teiken.

Nays: None

Absent: Halberg, McGrath



Planning Commission Memorandum

To: Planning Commission

From: John Hinzman, Community Development Director

Date: September 25, 2023

Item: Public Hearing – South Oaks 4 - Preliminary and Final Plat - CONTINUED

REQUEST

The Planning Commission is asked to take the following actions related to the Preliminary and Final Plat application of South Oaks of Hastings 4th Addition as submitted by Greg J Homes. The proposed 35 lot subdivision is generally located southwest of 31st Street and Century Drive.

- 1) Continue the public hearing.
- 2) Recommend action on the Preliminary and Final Plat Application.

The Planning Commission voted 4-0 to recommend continuation of both the public hearing and application at the August 28th meeting.

BACKGROUND INFORMATION

Planning Commission Meeting – August 28, 2023

Public hearing opened with three individuals providing comment pertaining to the number of homes in the area, traffic and safety concerns for children, snow management, loss of trees, and increase of homes from past plat applications. Commissioners discussed rationale for a planned residential development, street width, and storage of snow. Commission voted 4-0 to continue the public hearing and table the application to the September 11, 2023 Planning Commission meeting at the request of staff.

History

Over the last 20 years, various approvals have been granted for the area now being platted as South Oaks 4th Addition. Previous Plat approvals for the subject property have expired and are null and void. City Code requires submittal of a Final Plat within one year of Preliminary Plat approval.

- **South Oaks of Hastings 1st and 2nd Addition Preliminary Plat - 2001-2003** - City approved the preliminary plat for the larger South Oaks including 197 units comprising of 34 single-family homes and 163 townhomes. The area now proposed as South Oaks 4th Addition consisted of 38 (1st addition) and 47 (2nd addition) attached townhome units.

No final plat application for the subject area were submitted and the approvals for preliminary plat have expired. X-C-02 (a-d)

- **South Oaks of Hastings 4th Addition - 2017** - City approved preliminary and final plat for subdivision of 30 single family lots. Same area as current subdivision request. Approvals are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in February, 2018.
- **South Oaks of Hastings 4th Addition - 2021** – City approved the preliminary and final plat for subdivision of 33 single family lots. Same area as current subdivision request. Planning Commission recommended denial based upon incomplete plans, safety concerns due to number of homes and driveways, number of homes, and narrowing of right-of-way and street. Approvals are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in May 2022.

Notification

Notification of the request was published and mailed to all property owners within 350 feet. Staff has not received any comments at this time.

Comprehensive Plan Classification

The 2040 Comprehensive Plan designates the property as Medium Density Residential. The proposed density is consistent with the plan.

Zoning Classification

The property is zoned R-3, PRD. The R-3 designation allows Medium-High Density Residential development. The PRD or Planned Residential Development designation allows for flexibility of development to achieve variety of housing types and densities, sensitivity to unique and valuable natural characteristics, efficiency of recreation/ infrastructure, and the transfer of density from one area of the PRD to another. The original plan for South Oaks has changed since inception due to the changing housing market over the past 20-years, while small sections are individually developed.

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	Single family homes	R-2	Medium Density
East	Townhomes	R-3 PRD	Medium Density
South	Single family homes	R-3 PRD	Medium Density
West	Single family homes	R-3 PRD	Medium Density

Existing Condition

The subject property is vacant land but has had some general site grading.

PRELIMINARY & FINAL PLAT REVIEW

X-C-02 (a-d)

Authority

Hastings City Code Chapter 154 – Subdivisions- establishes rules and procedures for platting land.

Difference Between Preliminary Plat and Final Plat

Preliminary Plat approval includes the plan for future subdivision of the entire development including a review of lots, streets, grading, stormwater, utilities, public land dedication, and landscaping. Final Plat approval is the formal subdivision of all or a portion of a Preliminary Plat into lots of record for home construction. The Preliminary Plat establishes the plan for development, while the Final Plat formally puts the plan into effect.

Planned Residential Development - PRD

South Oaks was approved as a PRD in 2002 which included development of 47 townhome units in the area now proposed for South Oaks 4th Addition. PRD allows for flexibility from standard zoning requirements (such as minimum setback and lot size requirements) in exchange design innovations. PRD zoning allows for lot size flexibility.

Street Layout

Street layout is unchanged from previous approvals. Flagstone Drive is proposed between South Oaks Drive and 31st Street, connecting existing street stubs in both locations. Alderwood Drive would intersect South Oaks Drive at an existing curb cut.

All streets would be public and platted at a 50-foot right-of-way (ROW) width and 30-foot street section, narrower than the standard 60-foot ROW width and 32-foot street section that is typical. The proposed width was approved as part of an earlier phase of the South Oaks Development and matches the existing ROW stub inlets. The proposed ROW would not allow for sidewalks, and limit space for underground public and private utilities, and boulevard snow storage. The street width would allow for parking of vehicles on both sides of the street and ingress and egress for emergency vehicles.

Lot Layout

The current plat contains 35 single family lots, two more than the 2021 approval. Lot sizes range from 4,500 s.f. to 7,100 s.f. with an average lot size of 5,286 s.f. The R-3 Zoning District establishes a minimum lot size of 5,000 s.f. Approximately half of the lots are below 5,000 s.f.

The PRD approved for South Oaks Development allows for flexibility in lot sizes. The proposed lot widths limit home designs to frontal elevations containing a protruding garage with the main home located behind the garage. Plats with smaller lots typically contain common open space managed by a singular entity (typically a homeowner's association). Within South Oaks 4, maintenance of individual lots would be the responsibility of individual property owners.

Outlets

Outlots A, B, and C are proposed at the northwest corner of the plat similar to past approvals. X-C-02 (a-d)
The developer proposes to transfer these outlots to adjoining properties to the north to create larger rear lot areas. Outlot D would contain a stormwater maintenance pond that would be transferred to the City.

Parking

The incorporation of smaller lot widths will reduce the availability of on street parking areas. Spaces between driveways will become smaller. Driveways for most homes will be able to accommodate two vehicles in front of the garage. Although parking meets the minimum zoning requirements, overflow parking along public streets within the subdivision will be limited due the number of driveway curb-cuts and spaces between them.

Setbacks

The following setbacks apply for new homes within the subdivision:

Setback	Distance
Front	20'
Side	7'
Corner Side	10'
Rear	20'

Sewer Interceptor Fee

The applicant shall pay \$16,975 (\$485 x 35 lots) in sewer interceptor fees, prior to signature of the final plat mylars.

Park Dedication

On March 29, 2016 the Park and Recreation Commission recommended payment of cash in lieu of land to satisfy park dedication. The applicant shall pay \$77,000 (\$2,200 x 35 lots) in park dedication fees, prior to signature of the final plat mylars.

Landscaping

At the time of construction, landscaping for single-family lots must include the following:

- One boulevard tree must be planted within the right-of-way.
- One front yard tree must be planted in the front yard.

There are existing mature evergreen trees located along the northeastern boundary that were planted as a buffer during development of the adjacent South Oaks 2nd Addition. These trees will likely be impacted by grading and must be replaced or relocated in the same general area. Relocation onto the adjacent South Oaks 2nd Addition property is acceptable upon written agreement with the owners of the adjacent property.

Traffic

This housing development was considered in the development of the area street layout. In addition, the proposed density is lower than was originally planned as townhomes.

Grading and Drainage Review

The stormwater management plan has been reviewed and approved by the City's Engineering Department. The proposed improvements meet the minimum requirements of the storm water ordinance. One comment/concern that has been identified by Barr was the depth of the infiltration basin proposed for the development. That depth is proposed at 4' and exceeds the depth of basin that Barr is comfortable with to establish and maintain vegetation. This may become a maintenance nuisance on the City Outlot in the future. To that end, we recommend an extended warranty on the infiltration basin to ensure its long-term establishment and functionality up to 3 years from the date of acceptance. Review will continue on construction level detail. A condition to meet requirements of the Civil Engineering review has been added as a condition of approval.

Recommendation

Approval of the Preliminary and Final Plat is recommended subject to the following conditions:

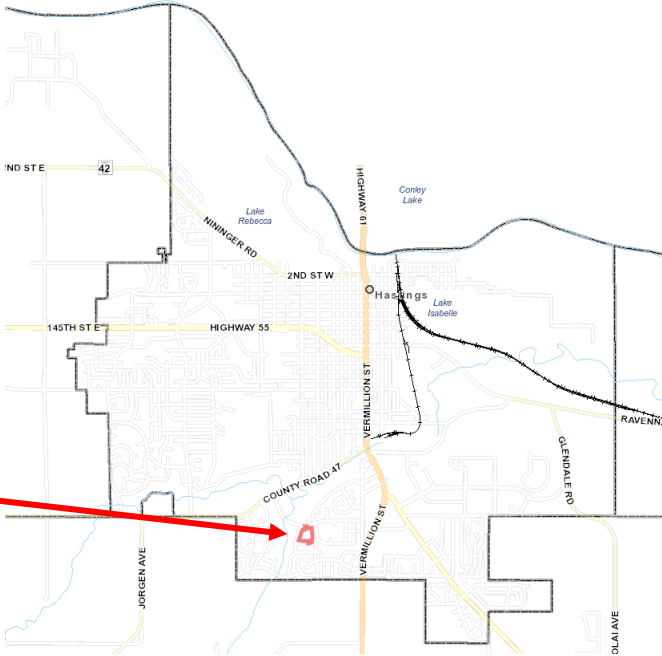
- 1) Final approval of all Civil Plans including Grading, Drainage and Erosion Control Plans, and Utility Plans by the Public Works Director.
- 2) Ownership of Outlot D must be transferred to the City of Hastings for stormwater management.
- 3) Execution of a Development Agreement to memorialize conditions of approval and to establish applicable escrow amounts to ensure completion of public improvements.
- 4) Execution of a stormwater access and maintenance agreement between the City and property owner prior to recording of the final plat.
- 5) All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
- 6) Submission of certification of taxes paid in full for the property prior to release of the final plat mylars for recording.
- 7) Payment of \$77,000 (\$2,200 x 35 lots) to satisfy park dedication requirements prior to release of the final plat mylars for recording.
- 8) Payment of \$16,975 (\$485 x 35 lots) in sewer interceptor fees prior to release of the final plat mylars for recording.
- 9) Individual mailboxes for each home are not permitted. Mailboxes must be grouped into clusters.

- 10) Developer shall plant "boulevard" trees of at least 1.5 caliper inches according to the submitted tree plan. An escrow is required for any unplanted trees before ~~X~~-C-02 (a-d) certificate of occupancy is issued.
- 11) One "front yard" tree of at least 1.5 caliper inches must be planted by the builder or developer on every platted lot. An escrow is required for any unplanted trees before a certificate of occupancy is issued.
- 12) Relocate or replace existing trees located on Block 3 that are impacted by grading. The tree locations should create a buffer between the proposed 4th Addition and 2nd Addition. Relocation onto the adjacent South Oaks 2nd Addition property is acceptable upon written agreement with the owners of the adjacent property.
- 13) Outlots A, B, and C must be combined with the respective abutting properties to the north so as not to remain remnant parcels.
- 14) Any uncompleted site work (including landscaping) must be escrowed for prior to issuance of a certificate of occupancy.
- 15) Approval is subject to a one-year Sunset Clause; the plat must be recorded with Dakota County within one year of City Council approval or approval is null and void.

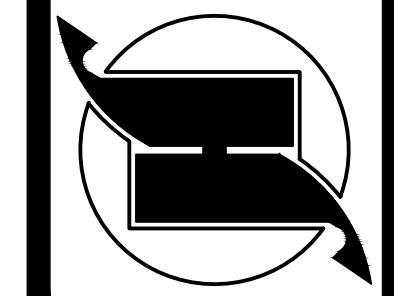
Attachments

- Location Map
- Aerial Photograph
- Preliminary Plat
- Final Plat
- Civil Plans
- Application

Location



James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2999 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306
 PHONE: 952.890.6044 www.jrhinc.com



SOUTH OAKS OF HASTINGS 4TH ADDITION
 PRELIMINARY PLAT
 FOR
GREG J. HOMES

HASTINGS, MINNESOTA
 3475 VERMILION ST., SUITE 102, HASTINGS, MN 55033

PROPERTY DESCRIPTION

That part of Outlot A, South Oaks of Hastings 2nd Addition, except that part platted as South Oaks of Hastings 3rd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

ZONING INFORMATION

CURRENT ZONING R3 PRD

SITE DATA

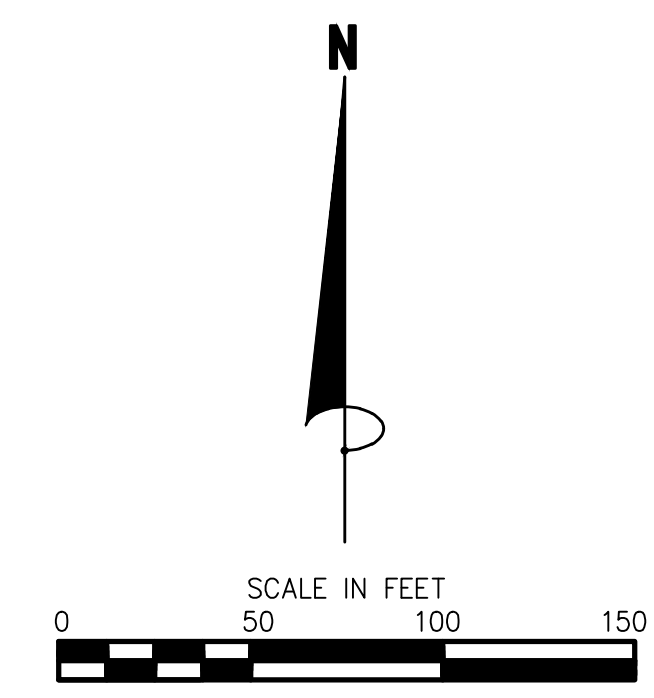
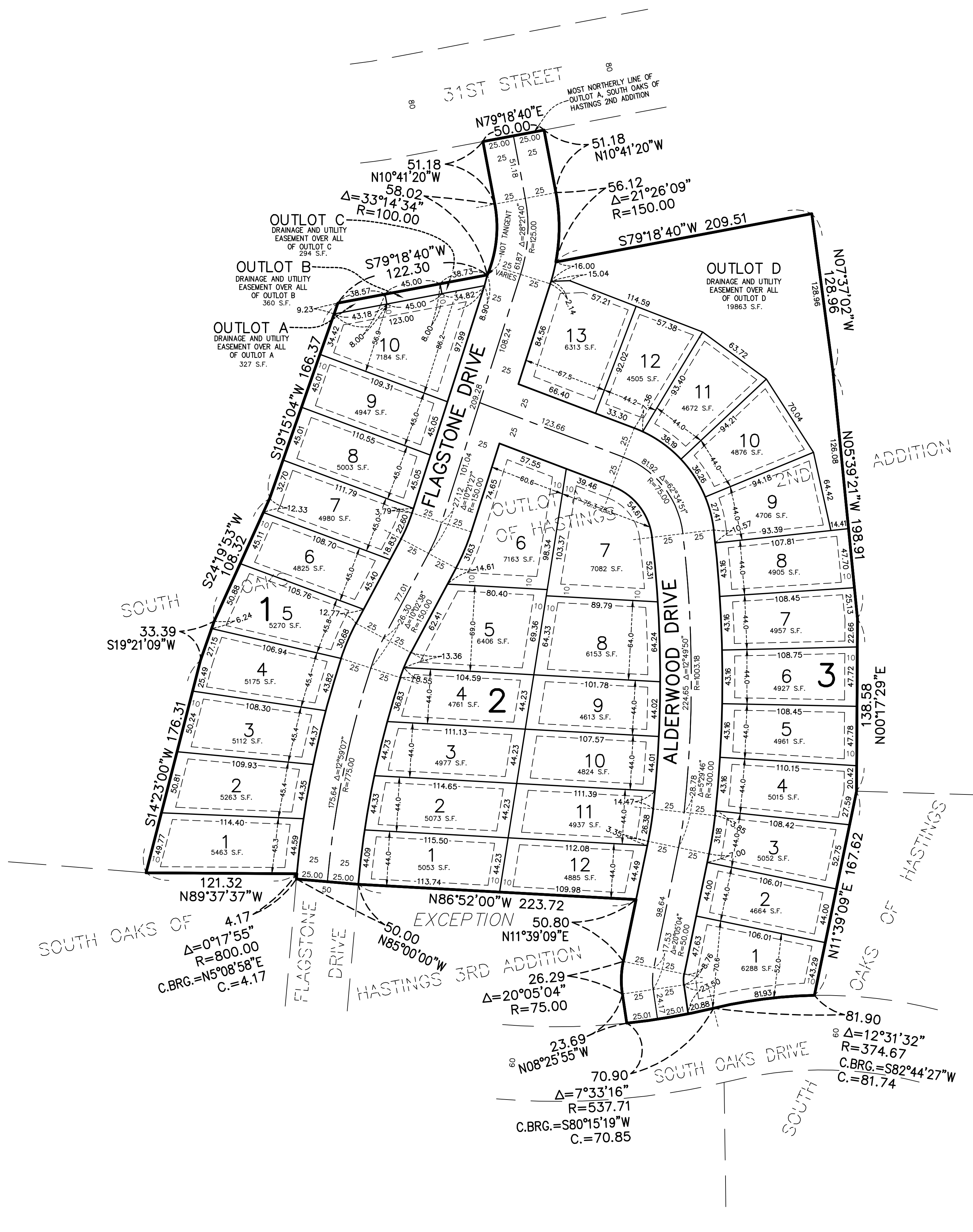
TOTAL SITE AREA 6.10 AC.
 LOT AREA 4.24 AC.
 RIGHT OF WAY AREA 1.38 AC.
 OUTLOT AREA 0.48 AC.

PROPOSED REQUIREMENTS & DATA

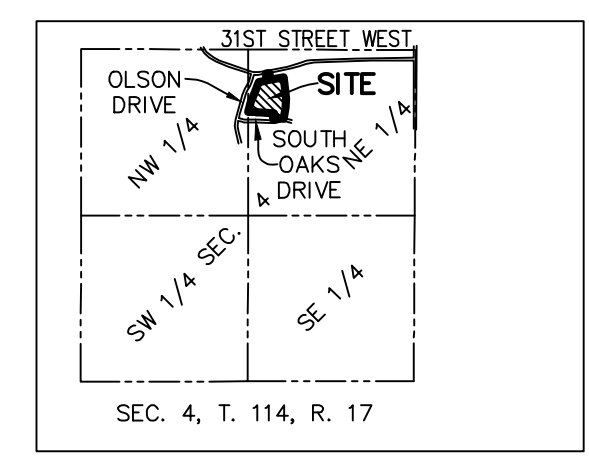
MIN. LOT AREA 4,500 S.F.
 MIN. LOT WIDTH AT SETBACK 44 FEET
 MIN. LOT AREA FOR CORNER LOT 6,200 S.F.
 MIN. LOT WIDTH AT SETBACK FOR CORNER LOT 50 FEET

PROPOSED MINIMUM SETBACKS

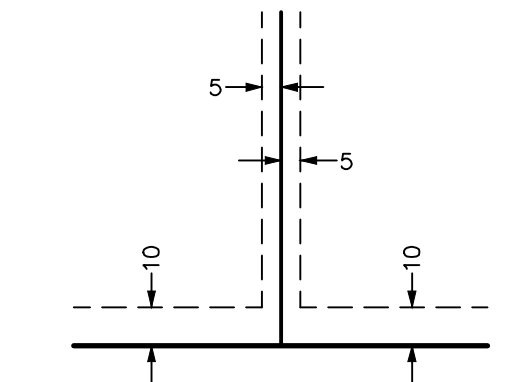
FRONT 20 FEET
 SIDE (GARAGE) 7 FEET
 SIDE (HOUSE) 7 FEET
 SIDE (STREET) 10 FEET
 REAR 20 FEET



VICINITY MAP



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING RIGHT OF WAY LINES, AS SHOWN ON THE PLAT.

BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF OUTLOT A, SOUTH OAKS OF HASTINGS 2ND ADDITION ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF 31ST STREET WHICH IS ASSUMED TO HAVE A BEARING OF N 79°18'40" E

DRAWN BY

PLM

DATE

11/16/2020

REVISIONS

A.	7/3/23, Lot layout
B.	7/19/23, Lot layout
C.	7/25/23, Lot layout
D.	7/26/23, Lot layout
E.	8/22/23, Lot layout

CAD FILE

23319pp.dwg

PROJECT NO.

23319

PAGE 1 OF 1

SOUTH OAKS OF HASTINGS 4TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Gregory A. Jablonske and Susan M. Jablonske, husband and wife, owners of the following described property:

That part of Outlot A, South Oaks of Hastings 2nd Addition, except that part platted as South Oaks of Hastings 3rd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as SOUTH OAKS OF HASTINGS 4TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created on this plat.

In witness whereof said Gregory A. Jablonske and Susan M. Jablonske, husband and wife, have hereunto set their hands this _____ day of _____, 20____.

By: _____ By: _____
 Gregory A. Jablonske Susan M. Jablonske

STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20____, by Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

 County, _____ Printed Name
 My commission expires _____

I Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Marcus F. Hampton.

 County, Minnesota Printed Name
 My commission expires January 31, _____

HASTINGS PLANNING COMMISSION

Approved by the Planning Commission of the City of Hastings, Minnesota, this _____ day of _____, 20____

By: _____ By: _____
 Chair Secretary

CITY COUNCIL, CITY OF HASTINGS, MINNESOTA

This plat of SOUTH OAKS OF HASTINGS 4TH ADDITION was approved and accepted by the City Council of the City of Hastings, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ By: _____
 Mayor Clerk

DAKOTA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
 Dakota County Surveyor

DAKOTA COUNTY DEPARTMENT OF PROPERTY TAXATION AND RECORDS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

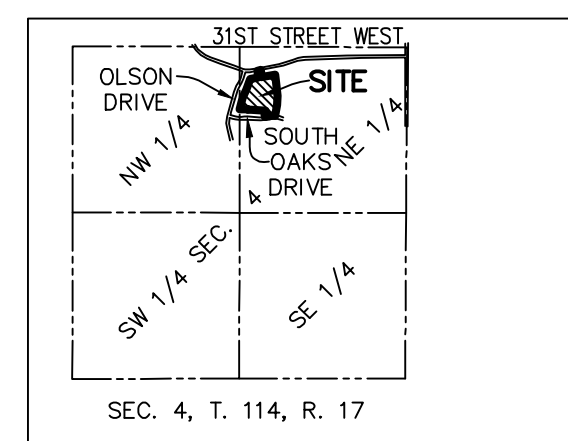
By: _____ Director
 Department Of Property Taxation and Records

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of SOUTH OAKS OF HASTINGS 4TH ADDITION was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____, M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

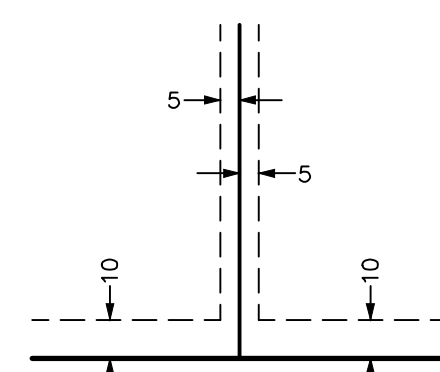
 Deputy
 Registrar of Titles

VICINITY MAP

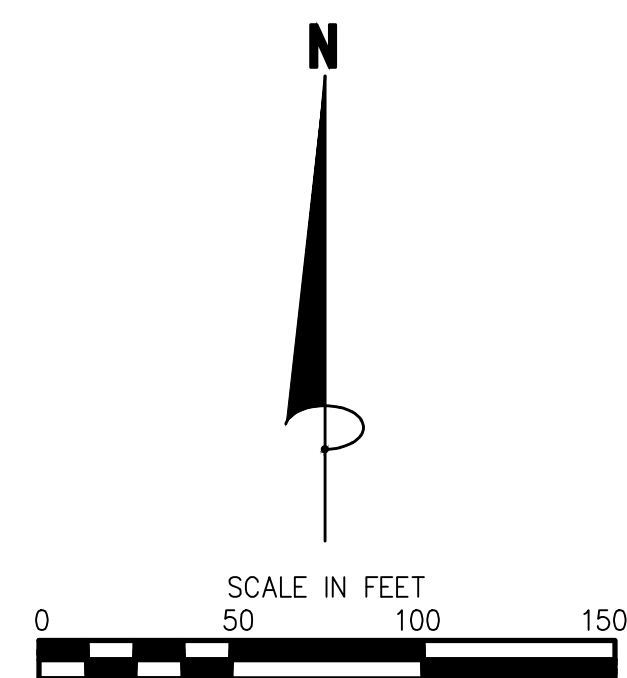


NOT TO SCALE

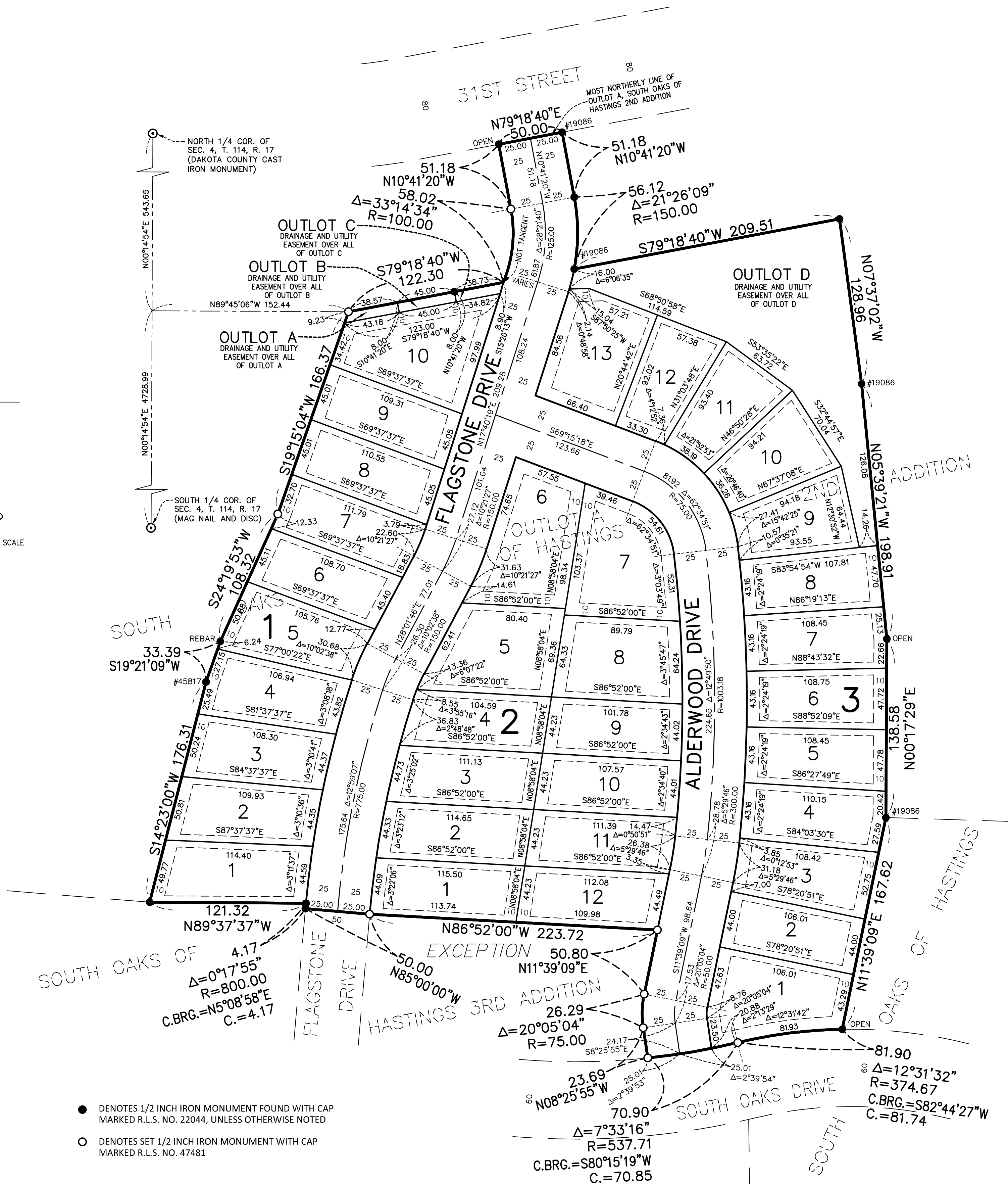
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING RIGHT OF WAY LINES, AS SHOWN ON THE PLAT.



BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF OUTLOT A, SOUTH OAKS OF HASTINGS 2ND ADDITION ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF 31ST STREET WHICH IS ASSUMED TO HAVE A BEARING OF N 79°18'40" E



- DENOTES 1/2 INCH IRON MONUMENT FOUND WITH CAP MARKED R.L.S. NO. 22044, UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH IRON MONUMENT WITH CAP MARKED R.L.S. NO. 47481

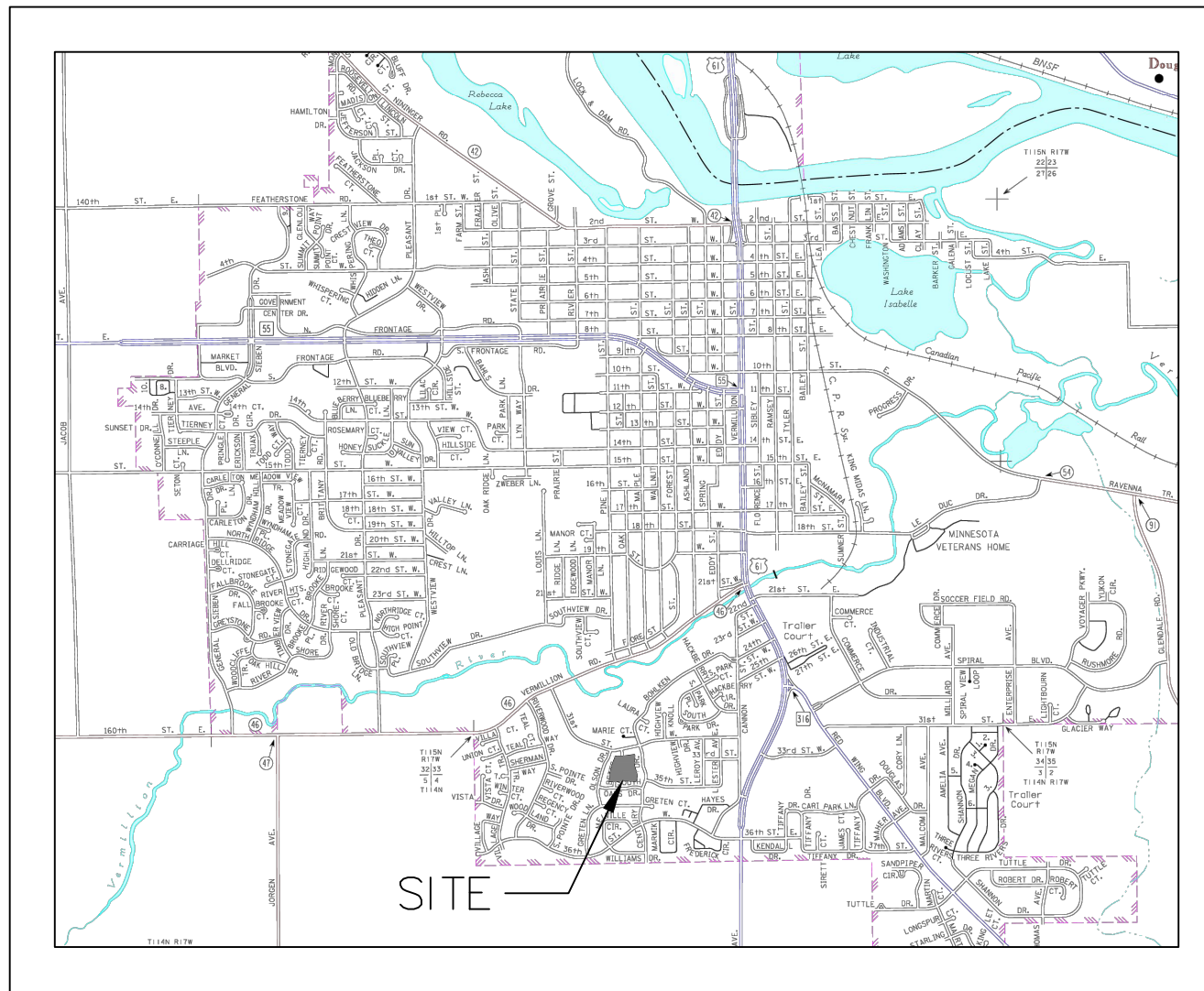
NOTE: NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION INDICATES A PLAT MONUMENT THAT WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14 INCH IRON PIPES MARKED BY R.L.S. NO. 47481.

SOUTH OAKS — 4TH ADDITION

HASTINGS, MINNESOTA

FINAL GRADING, DRAINAGE, EROSION & SEDIMENT CONTROL, SANITARY SEWER, WATERMAIN, STORM SEWER, & STREET CONSTRUCTION PLANS

FOR
GREG J. HOMES OF HASTINGS, INC.
3475 VERMILLION ST., HASTINGS, MN 55033
PHONE: (651) 437-3700 FAX: (651) 480-1144



LOCATION MAP
NOT TO SCALE

GOPHER STATE ONE CALL
CALL 48 HOURS BEFORE YOU DIG!
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

STORM SEWER STRUCTURE SCHEDULE

STRUCTURE #	RIM ELEV.	INV. ELEV.	SUMP ELEV.	BLD. HEIGHT	INSIDE DIM.	CASTING	PHASE
CBMH-100A	811.79	804.99 E 806.02 W	-	9.80'	48" DIA.	R-3067-V	I
CBMH-101	811.65	806.46 S 806.68 W 806.25 E 806.08 N	-	5.59'	72" DIA.	R-3067-V	I
CBMH-102	811.40	808.30 S 808.30 E	-	3.10'	48" DIA.	R-4342	I
CB-103	815.15	811.40 N	-	3.75'	27" DIA.	R-4342	I
CBMH-104	812.58	807.50 SE 807.54 N	-	5.08'	48" DIA.	R-3067-V	I
CB-105	813.75	809.68 NE	-	4.07'	2' X 3'	R-3067-V	I
CBMH-106	813.37	808.12 E 809.55 SW 807.92 N	-	5.45'	48" DIA.	R-3067-V	I
CBMH-107	813.61	808.49 S 808.29 W	-	5.32'	48" DIA.	R-3067-V	I
CB-108	812.40	809.1 N	-	3.30'	27" DIA.	R-4342	I
CBMH-109	813.37	807.79 S 807.79 NW	-	5.58'	48" DIA.	R-3067-V	I

SEE UTILITY PLANS FOR ADDITIONAL RIM AND INVERT INFORMATION

BENCHMARK

TOP NUT HYDRANT ON NORTH-WEST CORNER OF LOT 14, BLOCK 3
125' SOUTH OF 31ST ST. WEST — ELEV=815.17

TOP NUT HYDRANT LOT 1, BLOCK 3
30' NORTH OF SOUTH OAKS DR. — ELEV=819.31

PROJECT COORDINATES

N 44° 42' 53"
W 92° 51' 45"

OVERALL SITE DATA

TOTAL SITE AREA 6.10 AC.
NUMBER OF SINGLE FAMILY LOTS — TOTAL 35 LOTS

MINIMUM SETBACKS (PUD)

FRONT 20 FEET
SIDE (HOUSE/GARAGE) 7 FEET
SIDE (STREET) 10 FEET
REAR 20 FEET

PROJECT CONTACTS

PROJECT ENGINEER: JOEL G. COOPER, P.E. — JAMES R. HILL, INC.

DEVELOPER: GREG JABLONSKA — GREG J HOMES OF HASTINGS, INC.

NPDES OFFICER: NICK JABLONSKA — GREG J HOMES OF HASTINGS, INC.

GENERAL CONTRACTOR REPRESENTATIVE: TBD

ASSISTANT CITY ENGINEER: JOHN CAVEN

PUBLIC WORKS DIRECTOR/CITY ENGINEER: RYAN STEMPSKI

612.508.6480
jgcooper@jrhill.com

651.437.2121

651.437.3700

651.757.2203

651.480.2369, jcaven@hastingsmn.gov

651.480.2368, rstempski@hastingsmn.gov

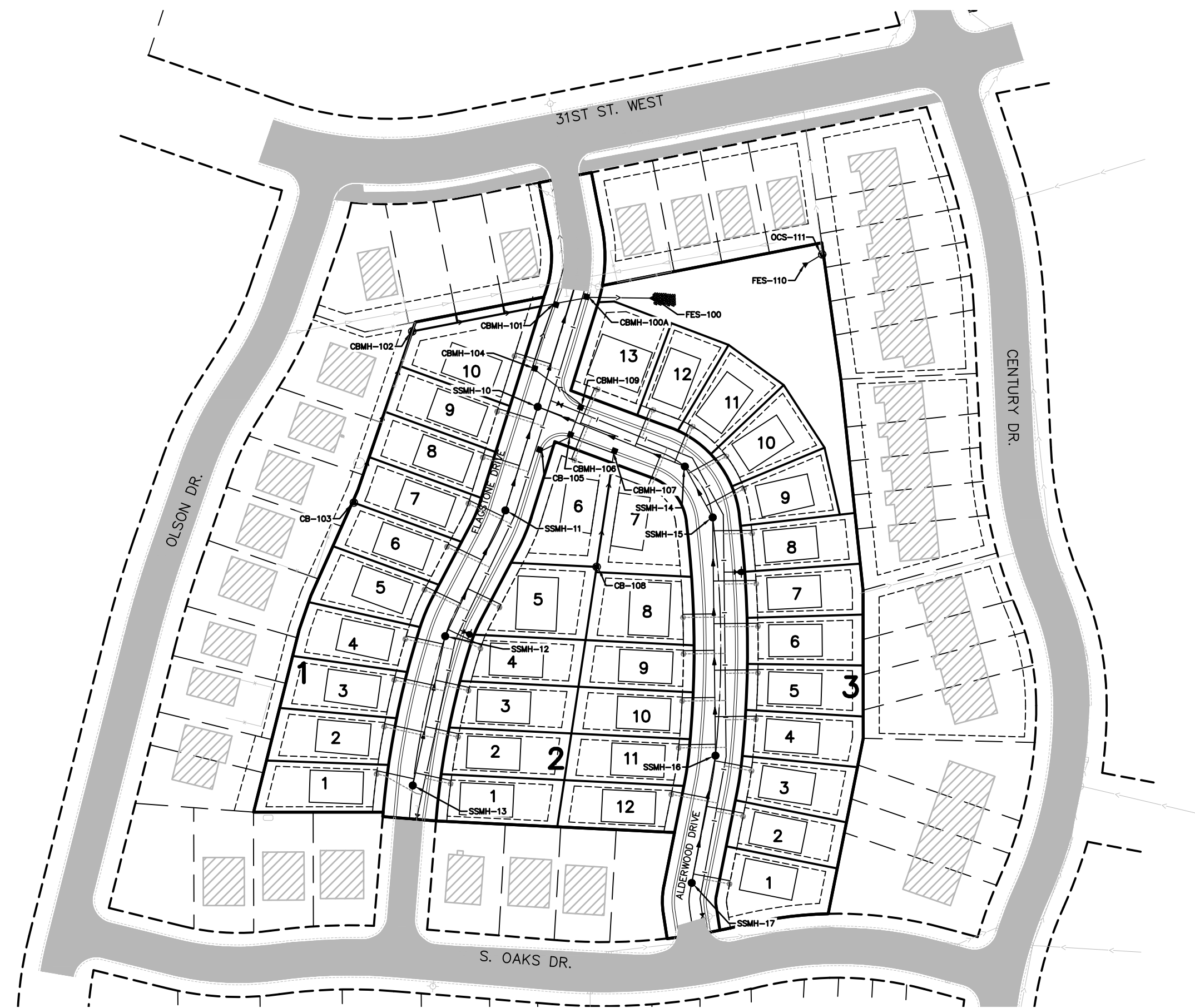
- NO CONSTRUCTION MAY BEGIN UNTIL EROSION AND SEDIMENT CONTROLS ARE IN PLACE AND APPROVED BY THE CITY.
- NO CONSTRUCTION MAY BEGIN UNTIL A PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.
- NO CHANGES SHALL BE MADE TO APPROVED PLANS WITHOUT WRITTEN CONSENT OF THE CITY.
- ONLY CITY EMPLOYEES ARE PERMITTED TO OPERATE VALVES AND HYDRANTS.
- PREVAILING SPECIFICATIONS: CITY OF HASTINGS STANDARD SPCS, MN MUTCD, MNDOT SPECIFICATIONS, CEAM SPECIFICATIONS.

I hereby certify that this plan meets all City of Hastings and Vermillion river watershed Rules and regulations for stormwater volume control, stormwater rate control, and water quality treatment requirements.
JOEL G. COOPER, P.E.

Date: 09/21/20 Reg.No. 18475

ENGINEERING DEPARTMENT: 651.480.2334

PUBLIC WORKS DEPARTMENT: 651.480.6185



INDEX

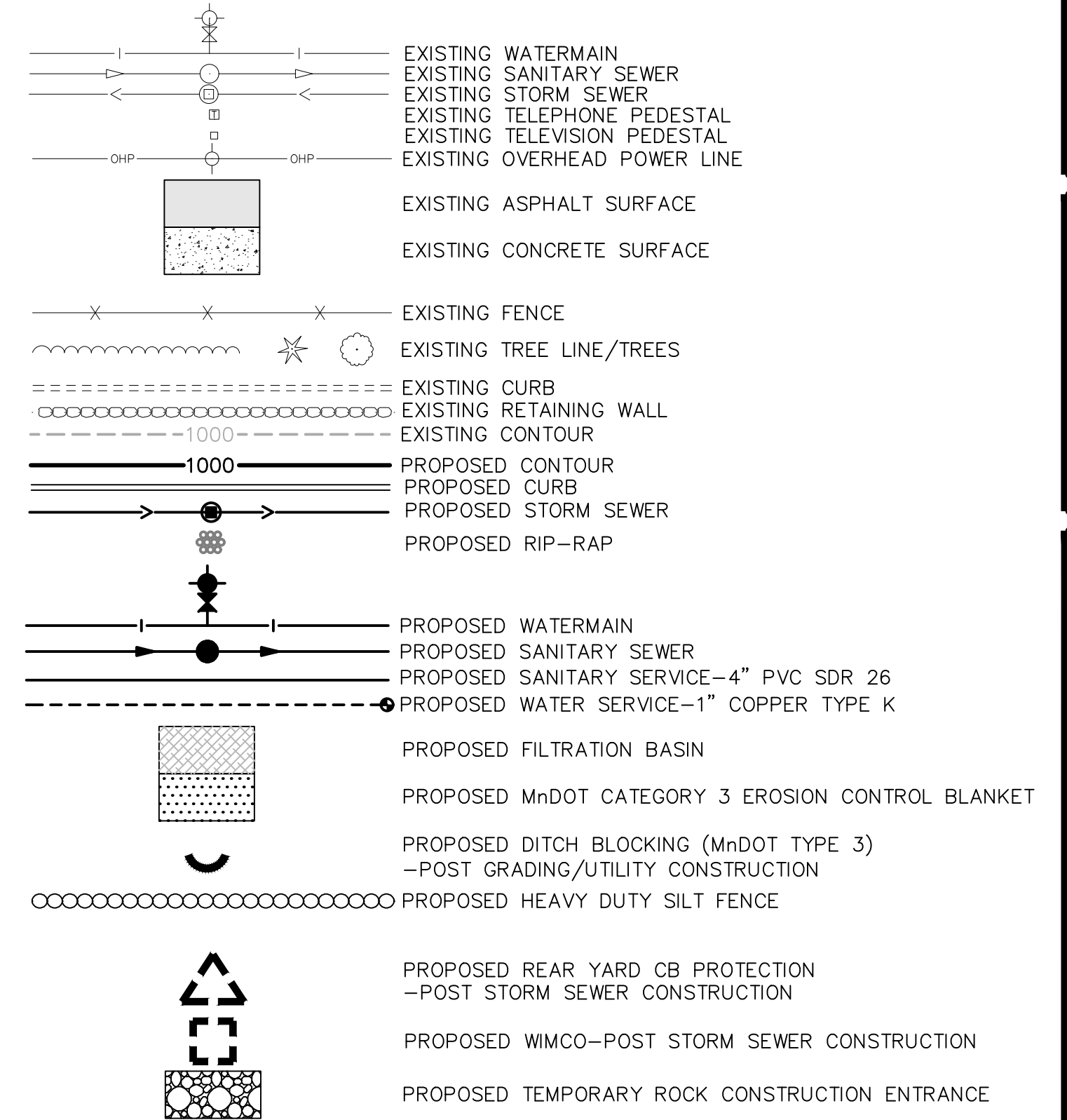
TITLE SHEET
EXISTING CONDITIONS
EXISTING DRAINAGE MAP
PROPOSED DRAINAGE MAP
FINAL EROSION & SEDIMENT CONTROL PLAN
EROSION & SEDIMENT CONTROL DETAILS
FINAL GRADING & DRAINAGE PLAN
SANITARY SEWER & WATERMAIN CONSTRUCTION
FLAGSTONE DRIVE
ALDERWOOD DRIVE
STORM SEWER CONSTRUCTION
STREET CONSTRUCTION
FLAGSTONE DRIVE
ALDERWOOD DRIVE
FINAL LANDSCAPE PLAN
DETAILS

C1.10
C1.20
C1.30
C1.40
C2.10
C2.20-C2.21
C3.10

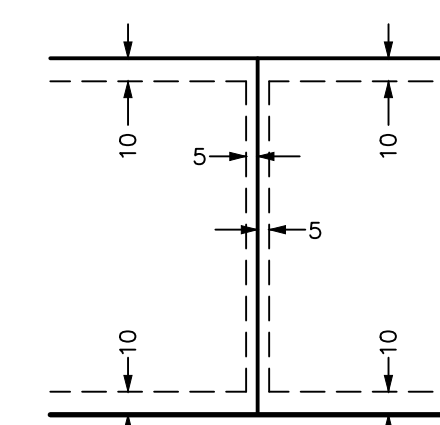
C4.10
C4.11
C5.10

C6.10
C6.11
C7.10
C9.10 - C9.11

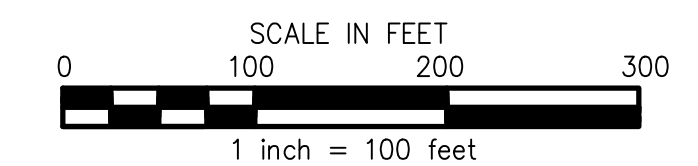
LEGEND



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH ADJOINING STREET LINES AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.



James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

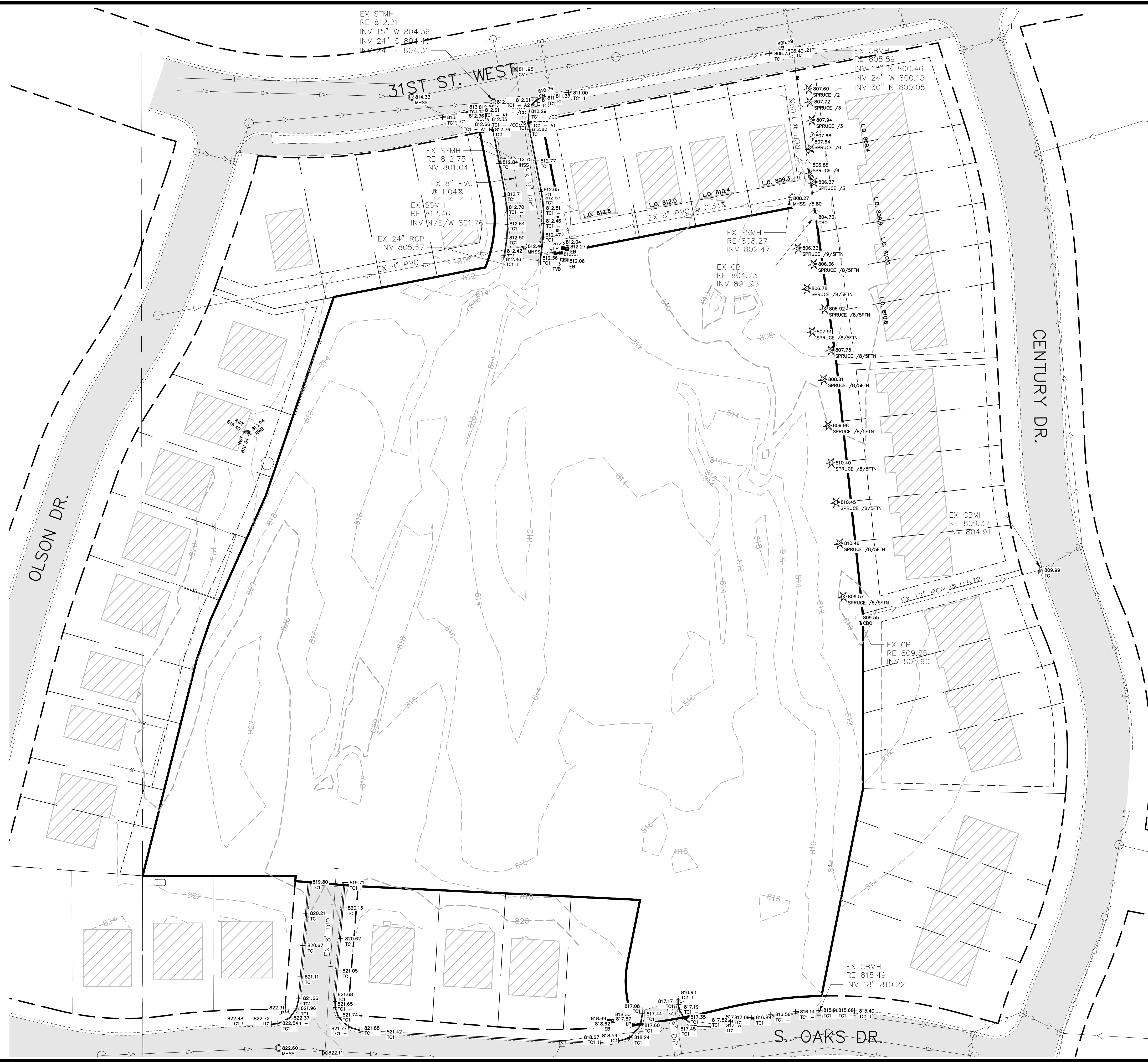
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
JOEL G. COOPER, P.E.
Date: 09/29/20, Reg.No. 18495

SOUTH OAKS — 4TH ADDITION
HASTINGS, MINNESOTA
TITLE SHEET
FOR
GREG J. HOMES OF HASTINGS, INC.
3475 VERMILLION STREET, HASTINGS, MN 55033

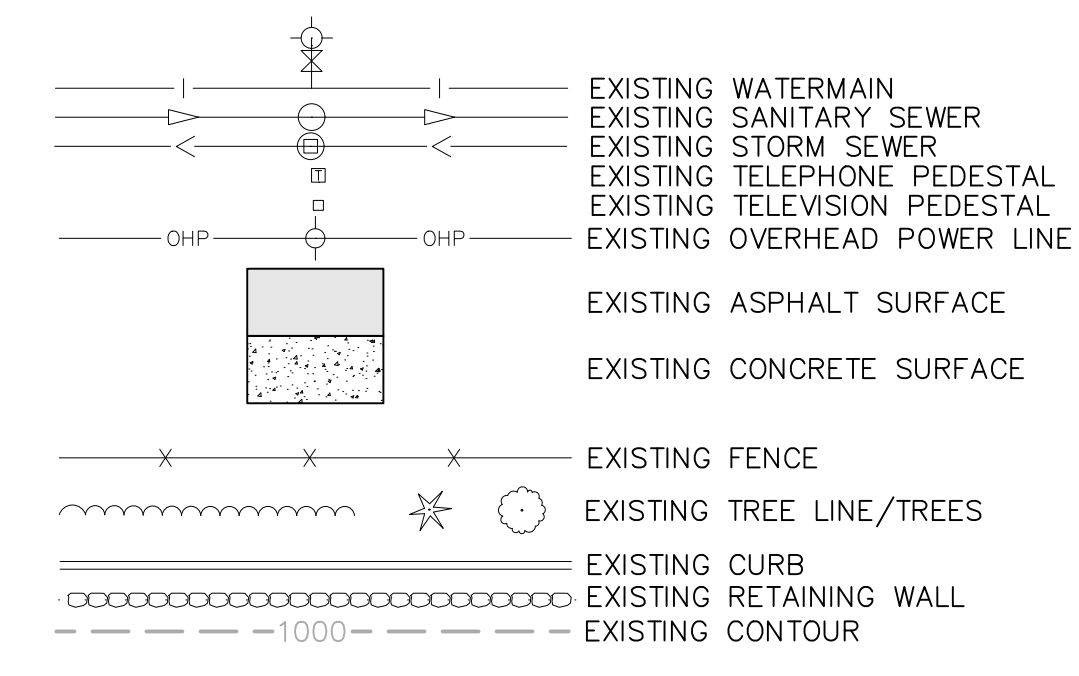
DRAWN BY
VUN
DATE
09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
07/25/23-REV LAYOUT
CAD FILE
23319 - TS
PROJECT NO.
23319
C1.10

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LEGEND

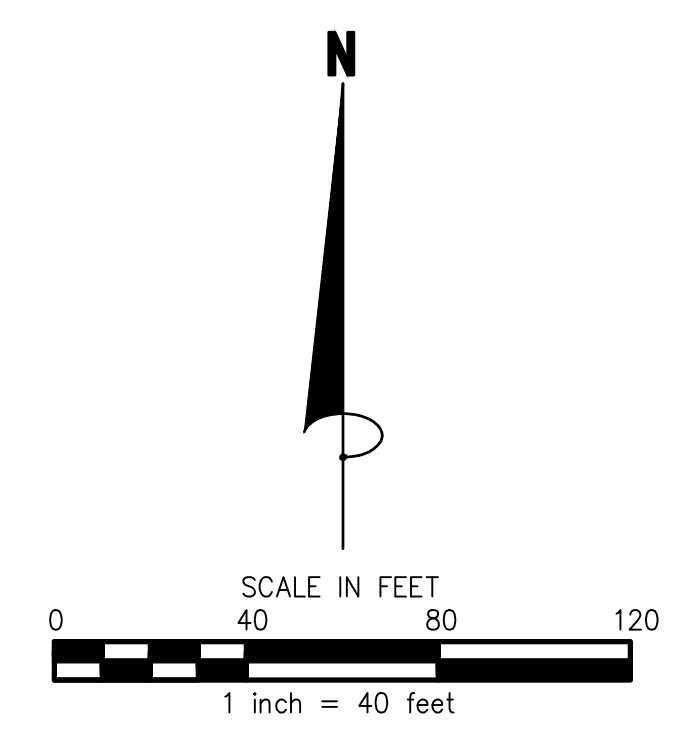


James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2999 W. Ctr. Rd. 42, Suite 100, Burnsville, MN 55306
 PHONE: (952)890-6044 FAX: (952)890-6244
 X-C-02 (a-c)

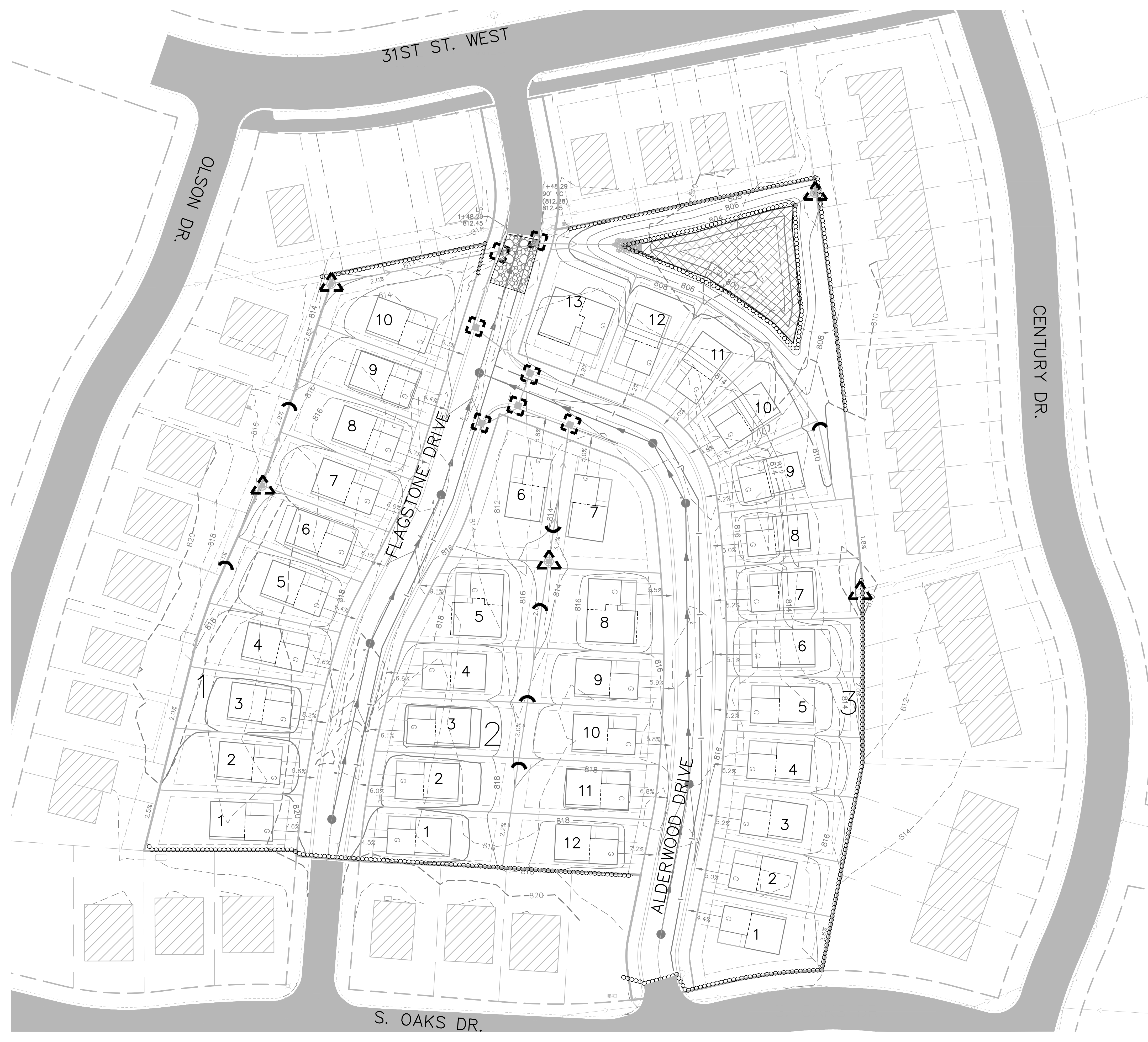
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 J. R. Hill, P.E.
 Date: 08/29/20, Reg. No. 18495

SOUTH OAKS - 4TH ADDITION
 HASTINGS, MINNESOTA
EXISTING CONDITIONS
 FOR
GREG J. HOMES OF HASTINGS, INC.
 3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY VUN
DATE 09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
07/25/23-REV LAYOUT
CAD FILE 23319 - EXC
PROJECT NO. 23319
C1.20



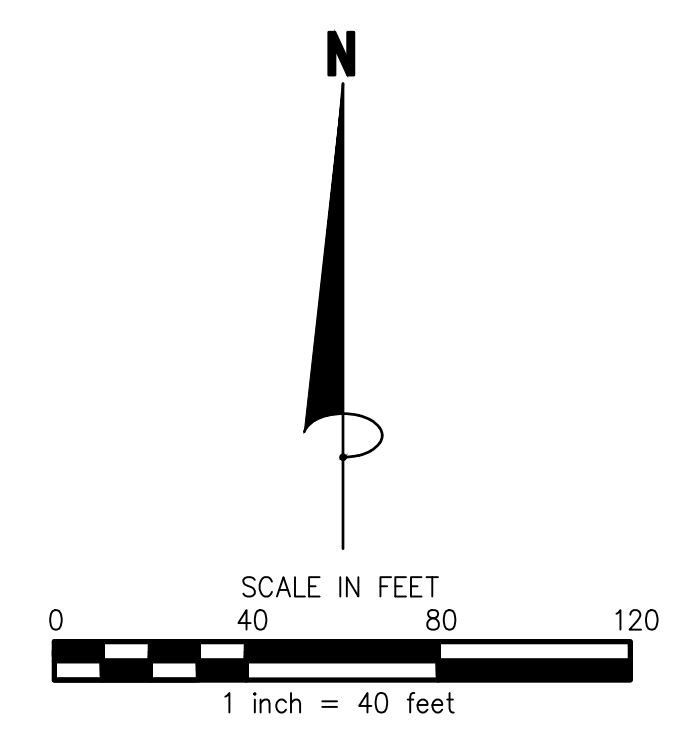
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LEGEND

- EXISTING STORM SEWER
- EXISTING ASPHALT SURFACE
- EXISTING CURB
- EXISTING CONTOUR
- PROPOSED CURB
- PROPOSED STORM SEWER
- PROPOSED MNDOT CATEGORY 3 EROSION CONTROL BLANKET
- PROPOSED DITCH BLOCKING (MNDOT TYPE 3)
-POST GRADING/UTILITY CONSTRUCTION
- PROPOSED HEAVY DUTY SILT FENCE
- PROPOSED REAR YARD CB PROTECTION
-POST STORM SEWER CONSTRUCTION
- PROPOSED WIMCO-POST STORM SEWER CONSTRUCTION
- PROPOSED TEMPORARY ROCK CONSTRUCTION ENTRANCE

NO CONSTRUCTION MAY BEGIN ON SITE UNTIL THE EROSION CONTROL HAS BEEN INSTALLED AND APPROVED BY THE CITY.



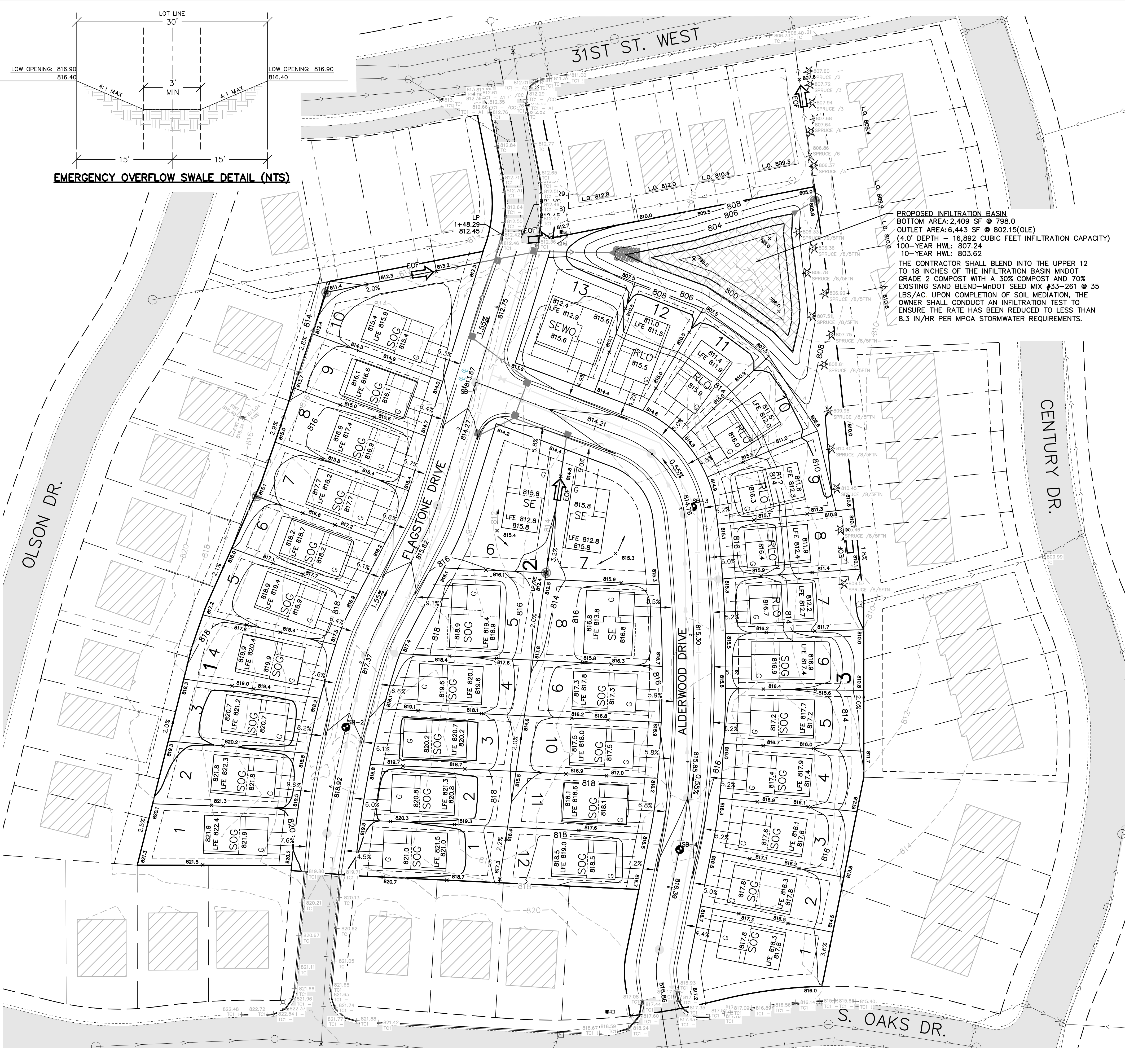
James R. Hill, Inc. X-C-02 (a-c)
 PLANNERS / ENGINEERS / SURVEYORS
 2999 W. Ctr. Rd. 42, Suite 100, Burnsville, MN 55306
 PHONE: (952)890-6044 FAX: (952)890-6244

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 J. R. Hill, P.E.
 Date: 08/29/20, Reg. No. 18495

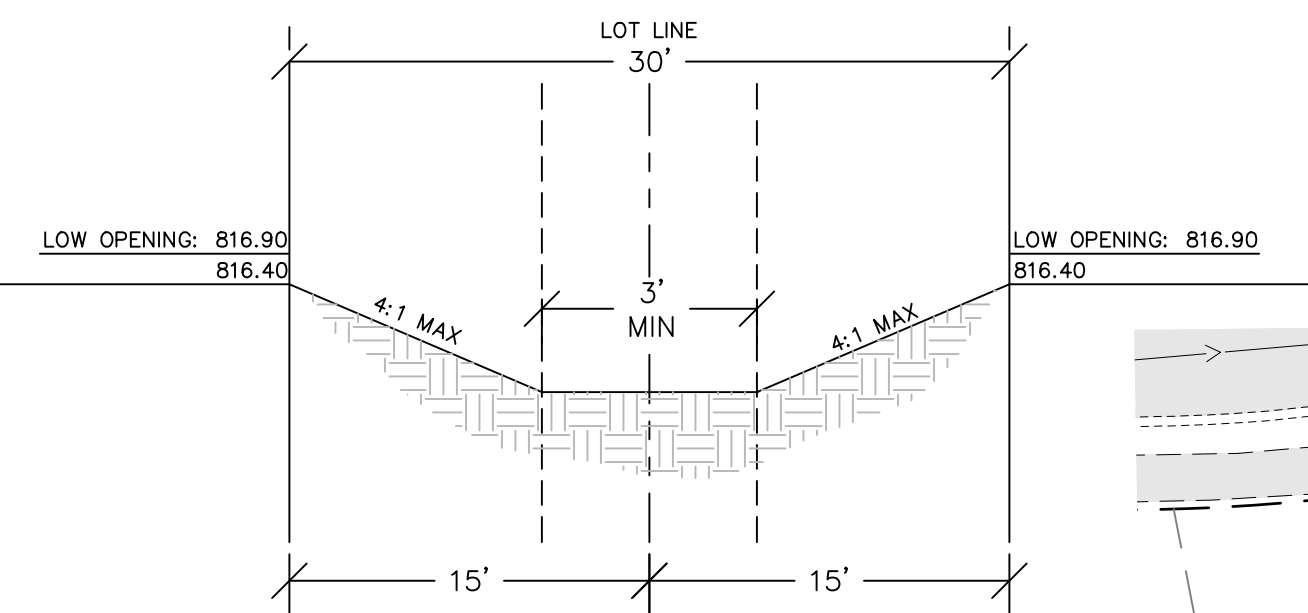
SOUTH OAKS - 4TH ADDITION
 HASTINGS, MINNESOTA
EROSION & SEDIMENT CONTROL PLAN
 FOR
GREG J. HOMES OF HASTINGS, INC.
 3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY	VUN
DATE	09/29/20
REVISIONS	
	11/06/20-ADD CB 110
	04/27/21-REV DRAINAGE
	06/02/23-POND REVISION
	07/25/23-REV LAYOUT
CAD FILE	23319 - ERC
PROJECT NO.	23319
	C2.10

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EMERGENCY OVERFLOW SWALE DETAIL (NTS)

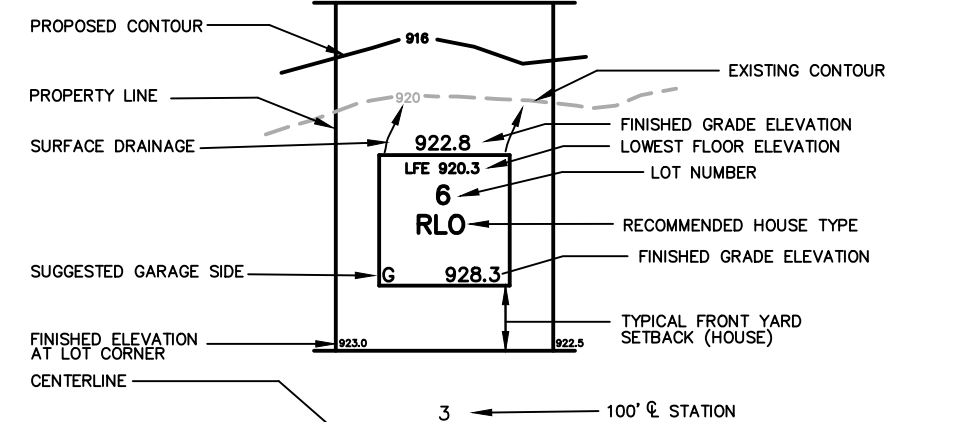


PROPOSED INFILTRATION BASIN
 BOTTOM AREA: 2,409 SF @ 798.0
 OUTLET AREA: 6,443 SF @ 802.15(OLE)
 (4.0' DEPTH - 16,892 CUBIC FEET INFILTRATION CAPACITY)
 100-YEAR HWL: 807.24
 10-YEAR HWL: 803.62

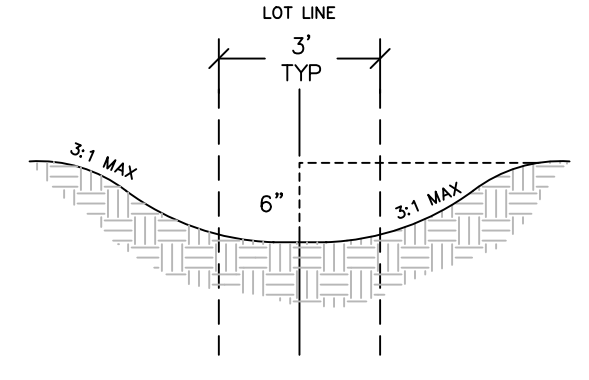
THE CONTRACTOR SHALL BLEND INTO THE UPPER 12 TO 18 INCHES OF THE INFILTRATION BASIN MNDOT GRADE 2 COMPOST WITH A 30% COMPOST AND 70% EXISTING SAND BLEND-MNDOT SEED MIX #33-261 @ 35 LBS/AC UPON COMPLETION OF SOIL MEDIATION, THE OWNER SHALL CONDUCT AN INFILTRATION TEST TO ENSURE THE RATE HAS BEEN REDUCED TO LESS THAN 8.3 IN/HR PER MPCA STORMWATER REQUIREMENTS.

- LEGEND**
- EXISTING STORM SEWER
 - EXISTING ASPHALT SURFACE
 - EXISTING CONCRETE SURFACE
 - EXISTING CURB
 - EXISTING CONTOUR
 - PROPOSED CURB
 - PROPOSED CONTOUR
 - PROPOSED STORM SEWER
 - PROPOSED CONCRETE SURFACE

- STANDARD GRADING NOTES:**
- SPECIFICATIONS WHICH APPLY ARE THE MOST RECENT EDITIONS OF THE MUNICIPALITY IN WHICH THE WORK IS LOCATED AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION UNLESS MODIFIED HEREIN ON THESE CONTRACT DOCUMENTS.
 - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO UTILIZE THE "Gopher State Open Call" EXCAVATION NOTICE SYSTEM AS REQUIRED UNDER MINNESOTA STATUTE CHAPTER 216D, 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION (PHONE 651-454-0002 IN THE TWIN CITIES METRO AREA OR TOLL FREE 1-800-252-1166).
 - GRADING CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
 - ALL CONSTRUCTION AS CALLED FOR ON THESE CONTRACT DOCUMENTS SHALL BE PERFORMED IN ACCORDANCE WITH ALL OSHA REQUIREMENTS.
 - ALL LOT AND EASEMENT DIMENSIONS ARE SUBJECT TO FINAL PLAT.
 - IT IS THE RESPONSIBILITY OF THE GRADING CONTRACTOR TO DISPOSE OFF-SITE ALL TREES, STUMPS, BRUSH, OR OTHER DEBRIS THAT EXISTS WITHIN THE CONSTRUCTION AREAS. TREES TO REMAIN SHALL BE DESIGNATED BY THE ENGINEER.
 - THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT CERTIFICATION OF ALL CONTROLLED FILLS CAN BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
 - DENSITY TESTS SHALL BE TAKEN TO EVALUATE THE COMPACTION WITHIN THE STREETS, TRAVEL WAYS OR PARKING LOTS. WITHIN THE UPPER 3 FEET OF STREET, TRAVEL WAYS OR PARKING LOT SUBGRADE, THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN ONE PERCENTAGE POINT OVER THE SOIL'S STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 100% OF STANDARD PROCTOR DENSITY BE PROVIDED. IN AREAS BELOW THE UPPER THREE FEET OF SUBGRADE OF THE STREETS, TRAVEL WAYS OR PARKING LOTS, THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN THREE PERCENTAGE POINTS OVER THE SOIL'S STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 95% OF STANDARD PROCTOR DENSITY BE PROVIDED. THE GRADING TOLERANCE FOR THESE AREAS SHALL BE WITHIN 0.1".
 - LOT GRADING AND/OR THE PREPARATION OF BUILDING PADS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE GRADING TOLERANCE SHALL BE 0.30". ALL EARTHWORK OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE HUD-FHA DATA SHEET 796 "LAND DEVELOPMENT WITH CONTROLLED EARTHWORK", PROVIDING FOR A MINIMUM OF 95% STANDARD DENSITY, OR AS OTHERWISE SPECIFIED BY THE GEO-TECHNICAL ENGINEER.
 - IN AREAS WHERE RETAINING WALLS ARE PROPOSED ON CONTROLLED FILL AREAS, A MINIMUM 95% STANDARD DENSITY NEEDS TO BE ATTAINED WHERE FILL THICKNESSES EXCEED 10' BELOW WALL FOUNDATION ELEVATIONS. A HIGHER MINIMUM OF 98% SHALL BE ATTAINED.
 - BUILDING PADS SHOWN ON EACH LOT ARE TYPICAL ONLY. THE DEPTH OF THE PAD FROM FRONT TO BACK SHALL BE GRADED THROUGHOUT THE FULL WIDTH OF THE LOT OR AS NECESSARY TO ALLOW FOR CONSTRUCTION OF A BUILDING AT THE MINIMUM SIDE YARD SETBACKS. (REFER TO THE PLANS FOR SPECIFIC SETBACK DISTANCES.) IF UNSUITABLE SOIL CONDITIONS ARE ENCOUNTERED WITHIN A PROPOSED BUILDING PAD THAT CANNOT BE CORRECTED OR REMOVED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF THE CONDITIONS AND TO LOCATE THE LIMITS OF THE UNSUITABLE AREAS.
 - THE SITE GRADING TOLERANCE FOR THE SITE SHOULD BE ±0.1" FOR STREETS AND ±0.30" FOR LANDSCAPED/OPEN AREAS.
 - TOPSOIL SHALL BE RE-SPREAD AT A MINIMUM DEPTH OF 6" ON ALL DISTURBED AREAS TO BE VEGETATED.
 - THERE MUST BE AT LEAST A 6" DROP IN GROUND ELEVATION WITHIN 10 FT OF THE STRUCTURE.
- SPECIFIC GRADING NOTES:**
- THE EXISTING TOPOGRAPHY AND CONTOUR ELEVATIONS ON THE PLANS WERE PROVIDED BY JAMES R. HILL ON SEPTEMBER 1, 2016. THE DEGREE OF ACCURACY OF THE EXISTING CONTOURS SHOWN ON THE PLAN IS EQUAL TO ± ONE HALF THE CONTOUR INTERVAL.
 - NO GRADING IS ALLOWED ON ADJACENT PROPERTIES TO COMPLETE INFILTRATION BASIN CONSTRUCTION.

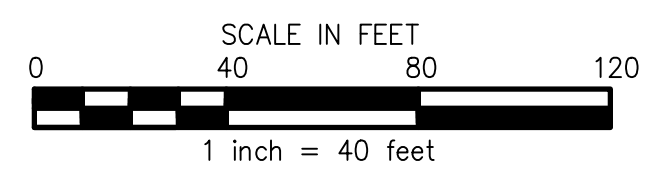


TYPICAL LOT



TYPICAL SIDE YARD SWALE (NTS)

BENCHMARK
 TOP NUT HYDRANT ON NORTH-WEST CORNER OF LOT 14, BLOCK 3 125' SOUTH OF 31ST ST. WEST - ELEV=815.17
 TOP NUT HYDRANT LOT 1, BLOCK 3 30' NORTH OF SOUTH OAKS DR. - ELEV=819.31

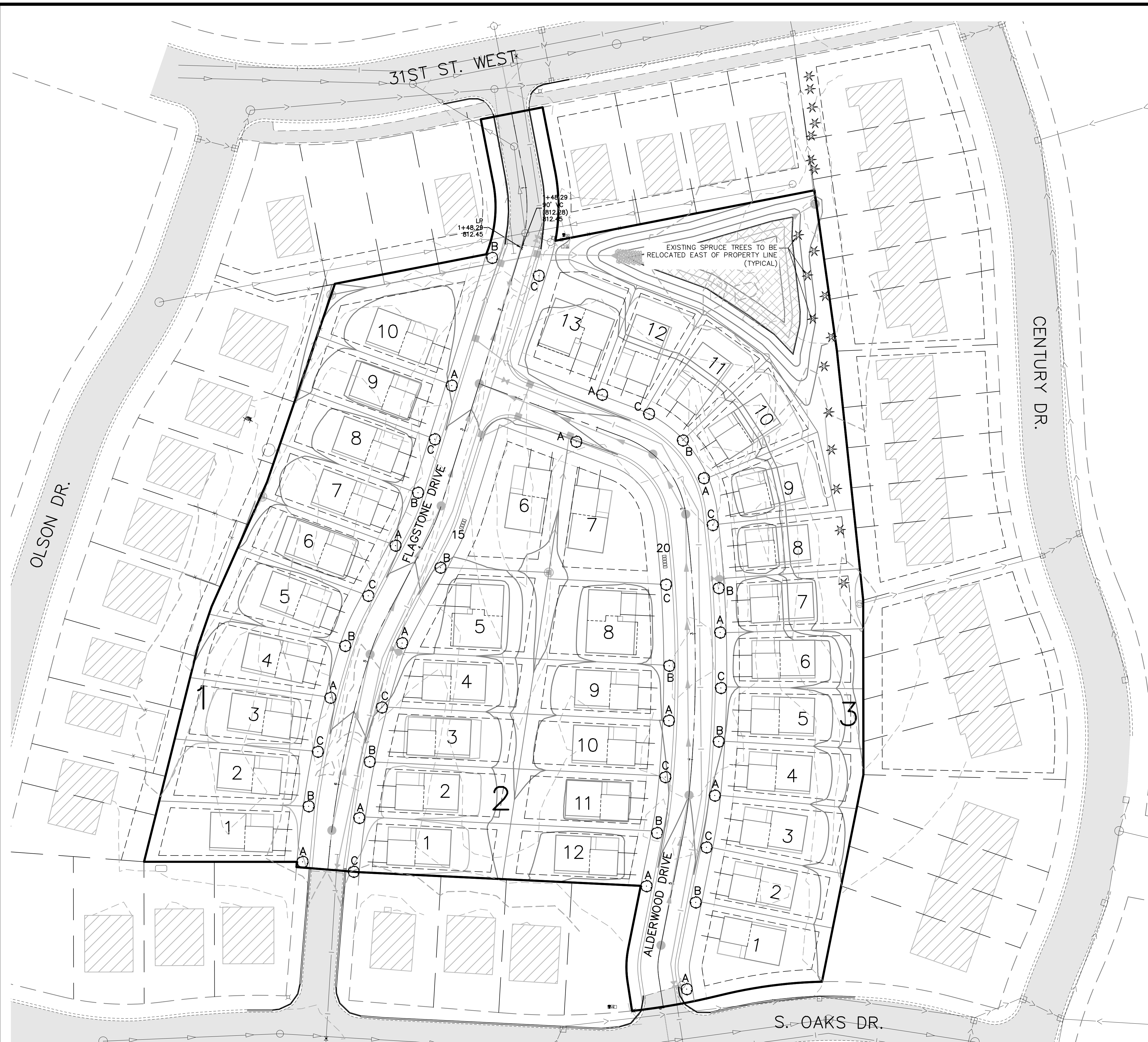


James R. Hill, Inc. X-C-02 (a-c)
 PLANNERS / ENGINEERS / SURVEYORS
 2999 W. Ctr. Rd. 42, Suite 100, Burnsville, MN 55306
 PHONE: (952)890-6044 FAX: (952)890-6244

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. J. R. COOPER, P.E.
 Date: 08/29/2020, Reg. No. 18695

SOUTH OAKS - 4TH ADDITION
 HASTINGS, MINNESOTA
GRADING & DRAINAGE PLAN
 FOR
GREG J. HOMES OF HASTINGS, INC.
 3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY	VUN
DATE	09/29/20
REVISIONS	
	11/06/20-ADD CB 110
	04/27/21-REV DRAINAGE
	06/02/23-POND REVISION
	07/25/23-REV LAYOUT
CAD FILE	23319 - G
PROJECT NO.	23319
	C3.10



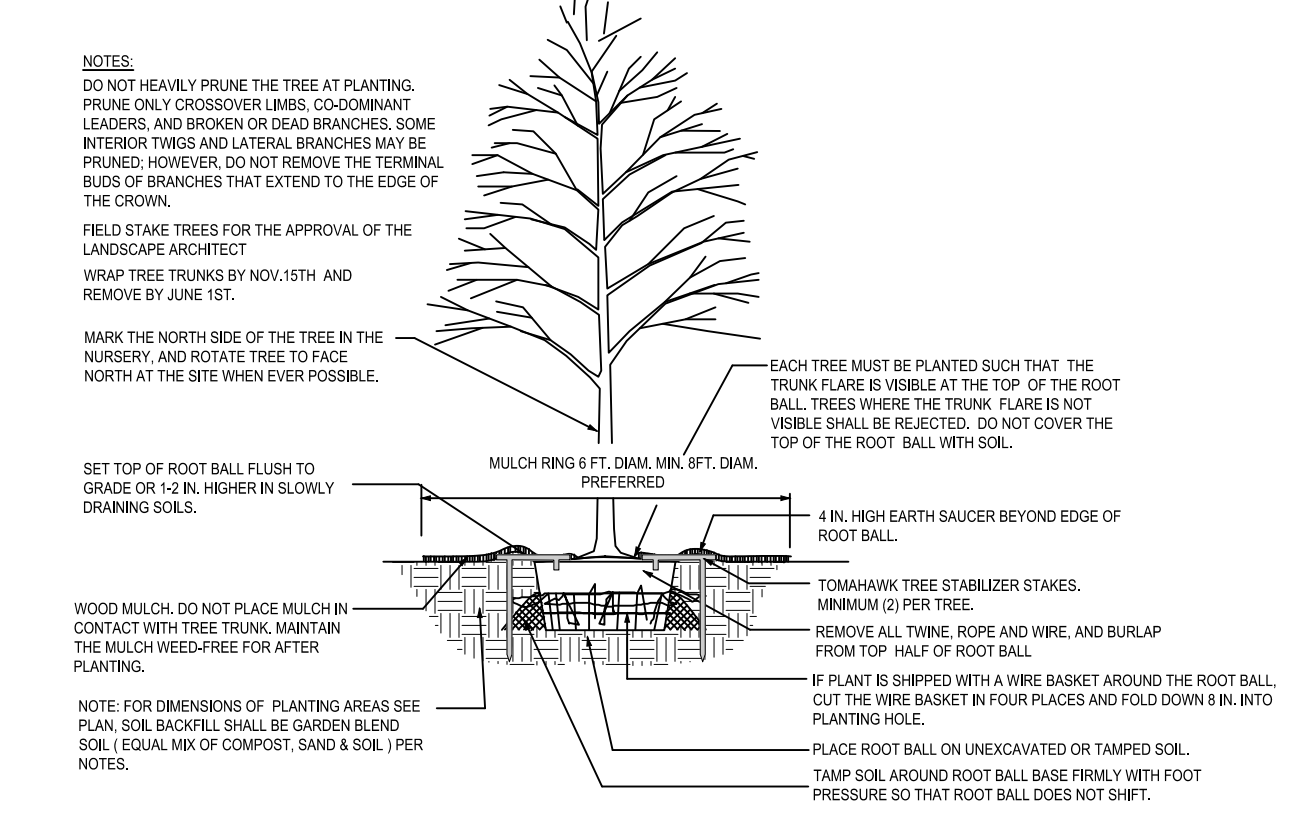
LEGEND

- PROPOSED DECIDUOUS TREE
- PROPOSED GROUP MAILBOX LOCATION

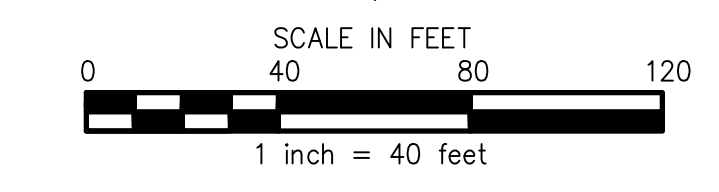
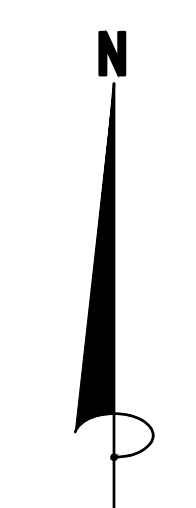
PLANTING SCHEDULE					
KEY	QTY	COMMON/BOTANICAL NAME	SIZE	SPACING	NOTES
A	13	LITTLELEAF LINDEN/ TILIA CORDATA	6' HT.	25'	20' TALL
B	11	WHITE OAK/ QUERCUS ALBA	6' HT.	30'	25' TALL
C	12	RED MAPLE/ ACER RUBRUM	6' HT.	30'	25' TALL

NOTES

- ALL YARD AREAS SHALL BE SOD OR SEEDED WITH MnDOT SEED MIX #25-151
- PLANTING NOTES:
- IMMEDIATELY PRIOR TO SODDING OR SEEDING, SOIL SHALL BE TILLED TO A DEPTH OF 12" TO IMPROVE SOIL CONTACT AND WATER INFILTRATION
 - ANY SODDING THAT IS INSTALLED SHALL BE INSTALLED BETWEEN APRIL 15 AND JULY 15, AND FROM SEPTEMBER 15 UNTIL THE GROUND FREEZES
 - PROVIDE WATER IF NEED TO AID IN TURF ESTABLISHMENT AFTER SEEDING
 - CLUSTER MAILBOX DESIGN TO BE IN ACCORDANCE WITH MOST RECENT USPS REQUIREMENTS.
 - TREES MUST BE LOCATED A MINIMUM OF 10 LF FROM STORM SEWER.



1 DECIDUOUS TREE PLANTING - SECTION
7.10 NOT TO SCALE



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 2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
 PHONE: (952)890-6044 FAX: (952)890-6244
 X-C-02 (a-c)

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Date: _____ Reg. No. _____

SOUTH OAKS - 4TH ADDITION
 HASTINGS, MINNESOTA
LANDSCAPE & MAILBOX PLAN
 FOR
GREG J. HOMES OF HASTINGS, INC.
 3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY VUN
DATE 09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
CAD FILE 23319 - LND
PROJECT NO. 23319
C7.10

#2023-21

X-C-02 (a-d)



City of Hastings Community Development Department

Land Use Application

Address or PID of Property: 19-71026-00-011

Applicant Name: Greg J Homes of Hastings Inc.
Address: 3475 Vermillion Street

Property Owner: Gregory A and Susan M Jablonske
Address: 3475 Vermillion Street

Phone: 651-437-3700
Fax: _____
Email: darren@gregjhomes.com

Phone: 651-437-3700
Fax: _____
Email: gregjablonske@edinarealty.com

Description of Request: Preliminary and final plat for the proposed South Oaks of Hastings 4th addition.

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

Check Applicable Line(s) Please Note: All Fees and Escrows are due at time of application.

- | | | | |
|---|------------------------|--|------------------------|
| <input type="checkbox"/> Rezone | \$500 | <input type="checkbox"/> Minor Subdivision | \$500 |
| <input checked="" type="checkbox"/> Final Plat | \$600 | <input type="checkbox"/> Special Use Permit | \$500 |
| <input type="checkbox"/> Variance | \$300 | <input type="checkbox"/> Comp Plan Amend. | \$500 |
| <input type="checkbox"/> Vacation | \$500 | <input type="checkbox"/> Lot Split/Lot Line Adj. | \$75 |
| <input type="checkbox"/> House Move | \$500 | <input type="checkbox"/> Annexation | \$500 + \$5,000 escrow |
| <input checked="" type="checkbox"/> Prelim Plat | \$500 + \$5,000 escrow | <input type="checkbox"/> EAW | \$500 + \$5,000 escrow |
| <input type="checkbox"/> Site Plan | \$500 + \$5,000 escrow | <input type="checkbox"/> Interim Use Permit | \$500 |

Total Amount Due: \$ \$ 5,600

Make checks payable to City of Hastings.

Most credit cards accepted, excluding escrow payments.

Please ensure that all copies of required documents are attached.

[Signature] 5-31-23
Applicant Signature Date

[Signature] 5-31-23
Owner Signature Date

Greg Jablonske - President

Greg Jablonske Susan M. Jablonske
Greg Jablonske Susan M. Jablonske

Applicant Name and Title – Please Print

Owner Name – Please Print

OFFICIAL USE ONLY

File # 2023-21
Fee Paid: PAID

Rec'd By: SHinzman
Receipt # _____

Date Rec'd: 6/2/23
App. Complete 6/12/23

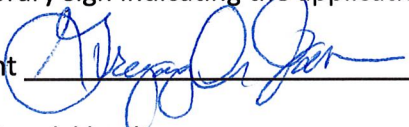
ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the city and that I am responsible for complying with all city requirements with regard to this request. This application should be processed in my name and I am the party whom the city should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by city staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the city upon demand, expenses, determined by the city, that the city incurs in reviewing this application and shall provide an escrow deposit to the city in an amount to be determined by the city. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by city personnel to the property for purposed of review of my application and to erect a temporary sign indicating the application proposed.

Signature of applicant  Date 5-31-2023

Name of applicant Greg Jablonske Phone 651-437-3700
(Please Print)

Name and address of Contact (if other than applicant) _____

Phone Number

Date

DEVELOPMENT AGREEMENT

FOR THE PLAT OF

SOUTH OAKS OF HASTINGS 4th ADDITION

BY AND BETWEEN

THE CITY OF HASTINGS

AND

GREGORY A. JABLONSKA AND SUSAN M. JABLONSKA

AND

GREG J. HOMES OF HASTINGS, INC.

THIS DEVELOPMENT AGREEMENT is made and entered into on the _____ day of _____, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“CITY”), Gregory A Jablonske and Susan M. Jablonske, husband and wife (“OWNER”), and Greg J. Homes of Hastings, Inc., a Minnesota corporation (“DEVELOPER”).

RECITALS:

WHEREAS, the OWNER is the fee simple OWNER of the DEVELOPMENT PROPERTY; and

WHEREAS, in pursuant of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and OWNER has applied for approval of the FINAL PLAT for South Oaks of Hastings 4th Addition (“DEVELOPMENT PROJECT”); and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities, public streets, storm sewer pipes, ponds, and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL approved the FINAL PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions set forth herein, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. BUILDER. “BUILDER” means an entity that will be constructing a residence on a lot in the FINAL PLAT.

- 1.3. **CITY.** “CITY” means the City of Hastings, a Minnesota municipal corporation.
- 1.4. **CITY ENGINEER.** “CITY ENGINEER” means the City Engineer of the City of Hastings or delegates.
- 1.5. **CITY WARRANTIES.** “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.
- 1.6. **COUNCIL.** “COUNCIL” means the Council of the City of Hastings.
- 1.7. **COUNTY.** “COUNTY” means Dakota County, Minnesota.
- 1.8. **DEVELOPER.** “DEVELOPER” means Greg J. Homes of Hastings, Inc., a Minnesota corporation.
- 1.9. **DEVELOPER DEFAULT.** “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:
- a) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT AGREEMENT;
 - b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
 - c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
 - d) breach of the DEVELOPER WARRANTIES.
- 1.10. **DEVELOPER IMPROVEMENTS.** “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4.
- 1.11. **DEVELOPER WARRANTIES.** “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.
- 1.12. **DEVELOPMENT AGREEMENT.** “DEVELOPMENT AGREEMENT” means this agreement by and among the CITY, OWNER and DEVELOPER.
- 1.13. **DEVELOPMENT PLANS.** “DEVELOPMENT PLANS” means all the plans, drawings, specifications, and surveys dated July 25, 2023 and prepared by J. R. Hill, Inc. as updated and approved by the City Engineer, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.14. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means a residential development to be known as South Oaks of Hastings 4th Addition that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

1.15. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.16. FINAL PLAT. “FINAL PLAT” means the FINAL PLAT, approved by the COUNCIL, attached hereto as Exhibit B.

1.17. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, fires, explosions, or pandemics causing shortages of labor or materials or other such matters beyond the reasonable control of DEVELOPER.

1.18. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY:	City of Hastings Attention: City Administrator 101 4th Street East Hastings, MN 55033
If to OWNER:	Greg and Susan Jablonske

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19. INDIRECT COSTS. “INDIRECT COSTS” means the costs related to:

- a) Finance, administration and legal costs; and
- b) Engineering services performed by CITY Staff; and
- c) Testing and Right of Way services; and

- d) Consulting engineering services.

1.20. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, any regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.21. OWNER. “OWNER” means Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

1.22. OWNER DEFAULT. “OWNER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the OWNER to timely pay the CITY any levied assessments required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- c) breach of the OWNER WARRANTIES.

1.1. OWNER WARRANTIES. “OWNER WARRANTIES” means that the OWNER hereby warrants and represents the following:

- a) **AUTHORITY.** OWNER is the fee simple OWNER of DEVELOPMENT PROPERTY and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT AGREEMENT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER.
- d) **FULL DISCLOSURE.** None of the representatives and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be

furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

e) **FEE TITLE.** OWNER owns fee title to all the land in the FINAL PLAT.

1.23. **PRELIMINARY PLAT.** “PRELIMINARY PLAT” means the preliminary plat approved by the COUNCIL.

1.24. **SITE IMPROVEMENTS.** “SITE IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

1.25. **PUBLIC UTILITIES.** “PUBLIC UTILITIES” means and includes sanitary sewer, water main, storm sewer and storm water improvements. PUBLIC UTILITIES are included in the definition of SITE IMPROVEMENTS.

1.26. **SITE IMPROVEMENTS.** “SITE IMPROVEMENTS” means and includes those improvements identified on Exhibit C.

1.27. **UTILITY COMPANIES.** “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas, cable and telecommunications;
- b) Pipeline companies.

ARTICLE 2 **FINAL PLAT APPROVAL**

2.1. **FINAL PLAT APPROVAL.** The COUNCIL approved the FINAL PLAT. All conditions contained in the CITY Council Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT.

2.2. **RECORDING OF FINAL PLAT.** The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

ARTICLE 3 **SITE IMPROVEMENTS**

3.1. **SITE IMPROVEMENTS.** DEVELOPER shall construct and install, at its own cost, all SITE IMPROVEMENTS identified on Exhibit C in accordance with industry standards for making public improvements.

3.2. DEVELOPMENT CHARGES. The CITY imposes certain development charges for sewer, stormwater, streets and park dedication for all new developments. Such development charges are identified on Exhibit C.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the COUNCIL, and all ordinances and PRELIMINARY and FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous Requirements on Exhibit D, attached hereto.

4.2. GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary outlots and easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER and OWNER shall enter into any stormwater management facilities agreement with the CITY that are deemed reasonably necessary to fulfill the obligations of this Section for the DEVELOPMENT PROPERTY. The grading and drainage plan shall include lot and building elevations, drainage swales, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY surface water management plan. The grading of the DEVELOPMENT PROPERTY shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the FINAL PLAT.

DEVELOPER shall dedicate drainage and utility easements as shown on the FINAL PLAT. Additional utility and drainage easements that may be reasonably required by the CITY may be granted by an acceptable document as approved by the CITY. Prior to issuance of a Certificate of Occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed.

Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM to 10:00 PM and on Saturday between the hours of 9:00 AM and 9:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturdays by request, but limited to between the hours of 9:00 AM to dusk.

4.4. GRADING OF STREETS. The DEVELOPER must grade, in accordance with the grading plan provided to and approved by the CITY, all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan. If the DEVELOPER does not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPER. The DEVELOPER will be financially responsible for payments for this work, which will be assessed as provided in Section 16.2.

4.5. INTERIM BITUMINOUS STREET. The DEVELOPER will construct a bituminous wedge for the roadways within the FINAL PLAT. The DEVELOPER shall install the bituminous wear course of streets after the first course (base course) has weathered a winter season, consistent with warranty requirements, however such wear course shall be installed no later than October 1, 2025. A bituminous ramping wedge to protect the concrete lip from snowplow damage shall be installed with the bituminous base course. Prior to paving the bituminous wear course, the ramping wedge must be milled off. The CITY will thoroughly inspect all curb and gutter for damage prior to the installation of the bituminous wear course and may require repairs and/or replacement by DEVELOPER depending on the severity of damage. Final acceptance of the required improvements by the CITY will not be granted until all work, including final wear course, is completed.

4.6. STREET MAINTENANCE. DEVELOPER is responsible for all maintenance, upkeep and repair of all public streets contained within the FINAL PLAT from initiation of construction through final acceptance by the CITY.

4.7. STREET SWEEPING. The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way typically resulting from new home construction activities. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPER.

4.8. STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs, and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the FINAL PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel. DEVELOPER shall deposit an escrow identified on Exhibit C to furnish and install all required street and traffic control signage for the development, provided this cost and escrow will not cover the required Type III Barricades and Future Street Extension Sign to be installed and removed by the DEVELOPER at DEVELOPER'S expense.

4.9. SOD. The DEVELOPER agrees that the BUILDER must pay for and install cultured sod between all adjacent street curbs and between front and rear lot lines throughout each lot in the entire FINAL PLAT. For a lot where the Certificate of Occupancy is issued between August 1 and May 1 of the following year, completion of the work described in this paragraph shall be completed by the BUILDER by June 15; for a lot where the Certificate of Occupancy is issued between May 1

and July 31, completion of the work described in this paragraph shall be completed by the BUILDER by September 15.

4.10. BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.11. LOT CORNER MONUMENTS. The DEVELOPER shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT, or the monumentation shall be installed on a per lot basis at the time the building permit for the subject lot is issued, whichever occurs first. At the end of the one year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPER shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

4.12. BOULEVARD TREES. The DEVELOPER or BUILDER shall contact the City Forester for the purposes of staking the location of the boulevard trees to be planted in accordance with the Boulevard Tree Planting Plan approved as part of the FINAL PLAT. The minimum size of tree to be planted in the City's Right-of-Way shall be one and half (1 ½) inch caliper, as measured by the American Association of Nurserymen. Boulevard Trees are a part of the Landscape Escrow requirements as detailed in Exhibit C.

4.13. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPER or BUILDER shall clear, as necessary, any soil, earth or debris from the streets and wetlands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPER or its agents or BUILDER, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment. In the event BUILDER fails to comply with the requirements of this section, the CITY'S default remedies pursuant to Section 14.1 shall apply.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal prior to permanent street surfacing. The DEVELOPER agrees to perform and assume all responsibilities relating to snow removal and ice control, if the streets have not been accepted for winter maintenance by the CITY ENGINEER by October 15, or later if approved by the CITY's Public Works Director. Completion of the work described in the paragraph shall be completed within fifteen (15) days after notice by the CITY to the DEVELOPER that repair, or restoration is required. Saturday working hours for the site grading/street and utility construction should start at 9:00 a.m.

4.14. OCCUPANCY AND ACCESS. No building permit for any lot shall be issued until the DEVELOPER has constructed a temporary access consisting of a bituminous surface base

that is acceptable in design by the CITY and the conditions on Exhibit D have been followed. Special consideration may be given for one model home building permit if approved by the City's Building Official and Fire Marshal and only after Class V gravel base and utilities have been installed and accepted by the City Engineer.

No temporary certificate of occupancy for any lot within the FINAL PLAT shall be issued until the DEVELOPER has constructed a permanent bituminous roadway and water and sanitary sewer improvements are available for use and all conditions of Exhibit D have been followed. No permanent certificate of occupancy for any lot within the FINAL PLAT shall be issued until all water and sanitary sewer improvements are available for use and the first lift of street pavement has been installed. Furthermore, the DEVELOPER is responsible for the construction and cost of constructing any necessary temporary bituminous roadway before the public roadway is constructed and shall maintain reasonable access to any occupied house or houses, including necessary street maintenance prior to permanent street improvements that are accepted by the CITY.

4.15. DRIVEWAYS. Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accordance with CITY approved standards. For a lot for which a certificate of occupancy is issued between August 1 and May 1 of the following year, completion of the work described in this paragraph must be completed by June 15; for a lot for which a certificate of occupancy is issued between May 1 and July 31, completion of the work described in this paragraph shall be completed by September 15.

4.16. VEGETATION. The DEVELOPER or BUILDER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPER or BUILDER shall require a certified arborist to install tree protection on all trees that are to be saved and to mark such trees with a red band prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements. In the event BUILDER fails to comply with the requirements of this section, the CITY'S default remedies pursuant to Section 14.1 shall apply.

4.17. LANDSCAPING. The responsibility for landscaping requirements is as follows:

- a) The DEVELOPER is responsible for installing all landscaping improvements in accordance with the CITY'S subdivision regulations, CITY ordinances and approved landscape plan.
- b) The DEVELOPER will be financially responsible for the work outlined in Section 4.17(a), which shall be secured by a Letter of Credit described in Exhibit C.

4.18. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency Construction Stormwater General Permit and a grading permit from the CITY. Such plan shall be detailed on the DEVELOPMENT PLANS and

shall be subject to approval of the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as are necessary under the DEVELOPMENT PLANS or as it becomes necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of DEVELOPER's grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall seed or sod any areas disturbed by DEVELOPER in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are reasonably required by the CITY. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide the required erosion control, the CITY may, after a forty-eight (48) hour notice, take appropriate action to control erosion. Subject to the foregoing requirement, the CITY may draw upon any posted financial guarantee to pay costs incurred by the CITY in controlling erosion within the FINAL PLAT, or at the CITY's option, assess the additional costs incurred as part of the DEVELOPER IMPROVEMENTS.

4.19. PROHIBITION ON TRANSFER OF RESPONSIBILITY. The DEVELOPER must not transfer or assign its responsibility to perform the requirements of Street Sweeping, Street Signs, Street Maintenance, Restoration, Access and Repair, Landscaping, and Erosion Control to any lot purchaser within the FINAL PLAT. DEVELOPER shall not transfer or assign its responsibility to perform the requirements of Street Signs to any BUILDER.

4.20. WEED/GRASS MAINTENANCE. DEVELOPER must not allow or permit within the FINAL PLAT, excluding land deeded to the CITY for public purposes, any weeds, grass, brush, or other rank vegetation to a height greater than twelve (12) inches, or permit any accumulation of dead weeds, grass or brush, unless such vegetation has been approved pursuant to a landscape plan that involves native grasses or plantings. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER or assessed against the property that is in violation.

4.21. ESCROW FOR SEAL COATING OR EQUIVALENT PREVENTATIVE MAINTENANCE PRODUCT. DEVELOPER shall deposit a preventative maintenance product escrow identified on Exhibit C. Preventative maintenance of the new public streets and newly resurfaced street sections within the PLAT will be completed by the CITY as part of the annual street maintenance program.

4.22. SPECIFICATIONS - INSPECTIONS. Unless otherwise stated, all of the required improvements for the DEVELOPMENT PROJECT shall conform to engineering standards and specifications as required by the CITY. Such DEVELOPER IMPROVEMENTS shall be subject to inspection and approval and shall be made in sequence as determined by the Public Works Department. Plans and specifications for the required improvements shall be submitted to the Public Works Department in a type and format specified by the Public Works Department for review and approval. The required improvement plan review fee shall be paid at that time. DEVELOPER shall retain a testing consultant, approved by the CITY, to complete necessary third-party testing of all materials, soil compaction and other infrastructure systems as required by CITY infrastructure specifications, and shall direct that the consultant provide copies

of all test reports to the CITY at the same time as they are provided to the DEVELOPER. The DEVELOPER shall provide proof to the CITY prior to the onset of construction activities that it has a valid contract with said testing consultant. If any utility or other improvements are required as part of the CITY'S approval process, those improvements shall be inspected by a CITY designated inspector for compliance with CITY standards and the approved DEVELOPMENT PLANS. The Public Works Director shall determine the estimated cost of inspection services. The CITY will pay all improvement inspection costs incurred from escrowed funds deposited with the CITY by the DEVELOPER in an amount estimated on Exhibit C, but DEVELOPER shall pay the actual amount determined by the CITY ENGINEER. The CITY will also charge an administration fee to cover the costs of the CITY'S administrative and consultant fees connected to the inspection services and related construction oversight efforts. Excess funds will be returned to the DEVELOPER upon completion and acceptance of the DEVELOPMENT PROJECT. If escrowed funds deposited with the CITY are insufficient to cover the inspection costs, the DEVELOPER shall deposit additional funds to cover the estimated overage. Upon completion of the required public improvements the Developer's engineer of record shall send as-built grading and utility drawings certifying their compliance to the CITY'S engineering standards and specifications and with those costs paid by DEVELOPER.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1. PARK DEDICATION. The DEVELOPER shall comply with the park dedication requirements as defined in the City Code. Park dedication fees identified in Exhibit C must be paid prior to the release of the FINAL PLAT.

ARTICLE 6 **PERMITS, LICENSES AND OTHER APPROVALS**

6.1. PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E, attached hereto. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any OTHER REGULATORY AGENCIES due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES resulting from such failures of the DEVELOPER.

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

7.1. MISCELLANEOUS REQUIREMENTS. Any additional requirements for approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL prior to the date hereof are incorporated herein and identified on Exhibit D.

7.2. **CONVEYANCE OF OUTLOTS.** DEVELOPER shall convey Outlots A, B and C to the adjacent property owners of South Oaks of Hastings 2nd Addition, and submit appropriate documentation to Dakota County to combine the outlots with the parent parcel, as provided on Exhibit D.

ARTICLE 8
PUBLIC UTILITIES

8.1. **PUBLIC UTILITIES.** DEVELOPER shall install sanitary sewer, water main, storm sewer and storm water improvements by August 1, 2024, subject to extension(s) due to weather and seasonal conditions. DEVELOPER may request an extension of this deadline in writing from the City Engineer for other reasons, which extensions shall be granted in the CITY'S reasonable discretion. If granted, the performance deadline extension shall be conditioned upon (a) updating the security posted by DEVELOPER to reflect any cost increases and (b) unless waived in writing by both the DEVELOPER and the CITY, amending this AGREEMENT to reflect the extended performance completion date. Any such extension may also be conditioned upon certain technical accommodations that may be required by the CITY to allow serviceability of the development infrastructure beyond a single construction season should any public infrastructure facilities not be fully completed before winter conditions ensue.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1. **DEVELOPER AND SITE IMPROVEMENT COSTS.** Except as otherwise provided herein, the DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract. Such site improvements are identified on Exhibit C.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs. The CITY's designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by DEVELOPER to CITY within thirty (30) days after DEVELOPER receives notices of such deductions.

9.2. **MISCELLANEOUS CHARGES.** The DEVELOPER shall reimburse the CITY for all miscellaneous costs and charges reasonably incurred or to be incurred by the CITY in connection with this DEVELOPMENT AGREEMENT, including administrative and consultant fees.

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

9.4. TIME OF PAYMENT. DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a) **AUTHORITY.** DEVELOPER is the fee title owner of the DEVELOPMENT PROPERTY in the FINAL PLAT and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- d) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to DEVELOPER'S knowledge threatened against or affecting DEVELOPER or the FINAL PLAT or the

DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- f) **FULL DISCLOSURE.** None of the representatives and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.
- g) **PLAT COMPLIANCE.** The FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- h) **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship for a period of one (1) year after its completion and acceptance by the CITY, except for the infiltration basin improvements as described below. The DEVELOPER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting. The warranty period for the infiltration basin improvements on Outlot D shall be for three (3) years after conveyance of Outlot D to the CITY; the warranty for the infiltration basin improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements on Outlot D.
- i) **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

ARTICLE 11 **OWNER WARRANTIES**

11.1. STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- b) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under this DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the DEVELOPER to pay for materials;
- f) approval by the CITY of the FINAL PLAT;
- g) approval by the CITY of the DEVELOPMENT PLANS;

- h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i) construction of the DEVELOPER IMPROVEMENTS;
- j) delays in construction of the DEVELOPER IMPROVEMENTS;
- k) payment by DEVELOPER for any required costs or assessments;
- l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER and/or OWNER. The DEVELOPER and/or OWNER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER and/or OWNER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof and the DEVELOPER and/or OWNER fails to cure or remedy the event leading to such claim within the required thirty (30) day period, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER and/or OWNER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY'S expense. If the DEVELOPER and/or OWNER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER and/or OWNER.

13.4. INDEMNIFICATION OF CITY BY OWNER. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, OWNER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to breach by the OWNER of the OWNER WARRANTIES.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a DEVELOPER or OWNER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER and OWNER FORMAL NOTICE of the DEFAULT and the DEVELOPER and/or OWNER shall have thirty (30) days to cure the DEFAULT. If the DEVELOPER and/or OWNER, after FORMAL NOTICE to it by the CITY, does not cure the DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect on the irrevocable letter of credit (“LOC”), or cash deposit pursuant to Article 15 hereof;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT;
- e) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses reasonably incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses reasonably incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER or OWNER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time

and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER and OWNER in case of a DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER and/or OWNER a right to cure the DEFAULT, in the event of an emergency as determined by the CITY ENGINEER, resulting from the DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the right to cure the DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs reasonably incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses reasonably incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **FINANCIAL OBLIGATIONS**

15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPER shall submit certification of real estate taxes paid in full for the DEVELOPMENT PROPERTY. DEVELOPER shall also deposit with the CITY an irrevocable LOC for the amounts required in Exhibit C. In lieu of an irrevocable LOC, DEVELOPER may deposit cash or other security acceptable to CITY.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable LOC shall be subject to approval by the CITY. The irrevocable LOC shall be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a) a DEVELOPER DEFAULT; or
- b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse, without renewal as required above, prior to one (1) year after acceptance by the CITY.

In such event, the CITY shall use the LOC proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS to be constructed to the extent practicable. If the

CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable LOC may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. The DEVELOPER may request that the LOC or cash deposits required by this DEVELOPMENT AGREEMENT be reduced proportionally at the following intervals:

- a) Substantial completion of the mass site grading activities;
- b) Final completion of the mass site grading activities;
- c) Substantial completion of the sanitary sewer, water main, and storm sewer installation;
- d) Substantial completion of the streets and streetlights;
- e) Final completion of the initial public improvements.

The LOC or cash deposits may be administratively reduced by the CITY ENGINEER by 50% after full installation or completion of the aforementioned items, pending verification of as-builts and completion of punch list items. Upon verification of as-builts that confirm the location and construction of the aforementioned items and completion of punch list items, the DEVELOPER may request the LOC or cash deposits be reduced by 75% of the original amounts. The balance shall be retained by the CITY until the expiration of the 1-year warranty period.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

15.3. DEVELOPER'S CASH FEES AND ESCROW REQUIREMENTS. At the time that the DEVELOPMENT AGREEMENT is approved, DEVELOPER shall pay cash fees and deposit required escrows with the CITY for those items and in the amounts required in Exhibit C.

15.4. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS. DEVELOPER shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for items identified in the CITY'S Fee Schedule and any requirements of the CITY'S Building Official.

ARTICLE 16
MISCELLANEOUS

16.1. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2. ADDITIONAL IMPROVEMENTS. Subject to the requirements contained in Section 14.1 hereof, if the DEVELOPER fails to construct the DEVELOPER IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw on the irrevocable LOC or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the FINAL PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3. COMPLETION DATES. Except for those improvements that may be deferred as provided herein all DEVELOPER IMPROVEMENTS and PUBLIC IMPROVEMENTS shall be installed no later than October 1, 2025, subject to extension(s) due to weather and seasonal conditions. DEVELOPER may request an extension of this deadline in writing from the City Engineer for other reasons, which extensions shall be granted in the CITY'S reasonable discretion. If granted, the performance deadline extension shall be conditioned upon (a) updating the security posted by DEVELOPER to reflect any cost increases and (b) unless waived in writing by both the DEVELOPER and the CITY, amending this AGREEMENT to reflect the extended performance completion date. Any such extension may also be conditioned upon certain technical accommodations that may be required by the CITY to allow serviceability of the development infrastructure beyond a single construction season should any public infrastructure facilities not be fully completed before winter conditions ensue.

16.4. NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

16.5. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.6. RECORDING. The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder and the OWNER shall provide and execute any and all documents necessary to implement the recording.

16.7. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT, and shall be binding upon the successors and assigns of the DEVELOPER and

OWNER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER and OWNER in the land made the subject of the FINAL PLAT.

16.8. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.9. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT 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 DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT 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 DEVELOPMENT 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 DEVELOPMENT AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.10. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota, County of Dakota.

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

16.12. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.13. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.14. CERTIFICATE OF COMPLETION. Upon request by DEVELOPER, the CITY covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS required herein, payment of all costs and fees required and compliance with all terms of this DEVELOPMENT AGREEMENT.

16.15. ACCESS. The DEVELOPER and OWNER hereby grant to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT.

CITY:
CITY OF HASTINGS

By: _____
Mary Fasbender
Its Mayor

By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

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

Notary Public

OWNER:

Gregory A. Jablonske

Susan M. Jablonske

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on _____ day of _____, 2023, by Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

Notary Public

**DEVELOPER:
GREG J. HOMES OF HASTINGS, INC.**

By: Greg Jablonske
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on _____ day of _____, 2023, by Greg Jablonske, the _____ of Greg J. Homes of Hastings, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

EXHIBIT A
DEVELOPMENT PROPERTY

Real property situated in the City of Hastings, County of Dakota, State of Minnesota, legally described as:

Lots 1-10, Block 1, South Oaks of Hastings 4th Addition
Lots 1-12, Block 2, South Oaks of Hastings 4th Addition
Lots 1-13, Block 3, South Oaks of Hastings 4th Addition
Outlots A-D, South Oaks of Hastings 4th Addition

Abstract

EXHIBIT C
DEVELOPER'S LETTER OF CREDIT AND CASH ESCROWS AND CASH
REQUIREMENTS FOR SITE IMPROVEMENTS

LETTERS OF CREDIT

	Est. Construction Cost
Sanitary Sewer	\$140,806.60
Watermain	\$213,653.25
Storm Sewer	\$120,098.39
Streets/Trails/Sidewalks	\$196,044.50
Grading	\$ 56,610.50
Subtotal:	\$727,213.24
X 125%	
TOTAL SITE IMPROVEMENT LOC:	\$909,016.55

CASH ESCROWS

Seal Coat or Preventative Maintenance Product Escrow	\$6,000
Street & Traffic Control Signage Escrow	\$2,000
Estimated Construction Inspection & Administration Escrow for Grading and Public Infrastructure*	\$50,000

*Final amount to be determined by the CITY Engineer

	Total
Landscaping Cost	\$7,200
X 125%	
Total Landscaping Escrow:	\$9,000

CASH REQUIREMENTS

	Unit Cost	Qty	Total
Park Dedication Fees	\$2,200/unit	35 units	\$77,000.00
Sewer Interceptor Fees	\$485/unit	35 units	\$16,975.00
Total Cash Fees			\$93,975.00

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**
- a) Letter of Credit. DEVELOPER must provide the LOC for the amounts required in this DEVELOPMENT AGREEMENT.
 - b) All Cash and Escrow Deposits. DEVELOPER must pay all cash and escrow deposits required in this DEVELOPMENT AGREEMENT.
 - c) Planning Fees. DEVELOPER must fully pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
 - d) Park Dedication Fee. DEVELOPER must pay park dedication fees as required in Exhibit C.
 - e) Sewer Interceptor Fees. DEVELOPER must pay sewer interceptor fees as required in Exhibit C.
 - f) Outlot D. DEVELOPER has executed a warranty deed to the CITY for Outlot D for Stormwater Maintenance Facility.
 - g) Outlots A, B and C. DEVELOPER has executed quit claim deeds of Outlots A, B and C to the immediately adjacent property owners of South Oaks of Hasting 2nd Addition.
 - h) Vacation of all existing permanent easements.
- 2) **BUILDING PERMITS.** Except for any model home permits allowed pursuant to Section 4.14, no building permits may be obtained until:
- a) All the conditions in Paragraph 1 of this Exhibit D have been met;
 - b) All storm water ponds and associated drainage features including storm sewer and drainage swales have been installed;
 - c) The concrete curb and gutter and base course of bituminous for the streets serving the lot must be constructed by the DEVELOPER and approved by the CITY and determined by the CITY to be available for use;
 - d) The utilities have been installed;

- e) Record Drawings have been received and approved by the CITY;
- f) The following documents have been recorded:
- Final Plat
 - Development Agreement
 - Deed for Outlot D to the CITY
 - Deeds for Outlots A, B and C to the adjacent property owners of South Oaks of Hastings 2nd Addition
- 3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:
- a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.
- b) All storm water ponds and associated drainage features including storm sewer and drainage swales have been completed and accepted by the City Engineer.
- 4) **SUBDIVISION EROSION CONTROL.** DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit C shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER removes any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6) **MAILBOXES.** The DEVELOPER is responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Construction Stormwater Permit from the MPCA.
3. Any contractor licenses from the CITY or the State of Minnesota.
4. Building Permits from the CITY.
5. Electrical Permits from the CITY.
6. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
7. Access permits and construction permits as required by Dakota County.
8. Sanitary Sewer Extension Permit by MPCA.

*(Reserved for Recording
Data)*

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this _____ day of _____, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), Gregory A. Jablonske and Susan M. Jablonske (“Owner”), and Greg J. Homes of Hastings, Inc., a Minnesota Corporation (“Developer”).

WHEREAS, Owner is the fee owner of certain real property situated in the City of Hastings, County of Dakota, State of Minnesota legally described in the Plat of South Oaks of Hastings 4th Addition as follows:

Lots 1-10, Block 1, South Oaks of Hastings 4th Addition
Lots 1-12, Block 2, South Oaks of Hastings 4th Addition
Lots 1-13, Block 3, South Oaks of Hastings 4th Addition
Outlots A-D, South Oaks of Hastings 4TH Addition

(the “Property”); and

WHEREAS, Developer has obtained the approval from the Owner and from the City for the development of Stormwater Management Facilities within the Property; 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, drains, catch basins, etc.) which are located on the Property but 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 incorporated herein; and

WHEREAS, the City, Owner 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 of Stormwater Management Facilities and Warranty Period Maintenance. The Developer agrees to construct the Stormwater Management Facilities according to the construction plans drawn by J. R. Hill, Inc. dated July 25, 2023 (“Plans”), and repair and maintain the Stormwater Management Facilities at its sole cost and expense during the warranty period set forth in Section 10.1(h) of the Development Agreement for the South Oaks of Hastings 4th Addition by and Between the City of Hastings, Gregory A. Jablonske and Susan M. Jablonske and Greg J. Homes of Hastings, Inc. Maintenance of the Stormwater Management Facilities shall include but is not limited to compliance with the Stormwater BMPs Operations and Maintenance Plan (“Operations Plan”) on Exhibit B, attached hereto and incorporated herein. During the Warranty Period, 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 conduct the annual inspection and assess the costs pursuant to this Agreement. 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.

2. Conveyance of Stormwater Management Facilities. Following the expiration of the warranty period, and upon approval by the City Engineer, the City shall accept the Stormwater Management Facilities and thereafter, City shall be responsible for maintenance, repair and improvement of the Stormwater Management Facilities.

3. Maintenance of Drains. There are stormwater drains located in drainage and utility easements in Block 1 and Block 2. It is the responsibility of the Developer and subsequent property owners adjacent to such stormwater drains to maintain the drains and keep them clear of obstructions and debris to ensure that the Stormwater Maintenance Facilities are operating properly. Failure to do so shall result in an event of default pursuant to Section 4, subject to assessments as provided in Section 6. The properties that are responsible for such stormwater drains are legally described as follows:

Lots 6, 7, and 10, Block 1, South Oaks of Hastings 4th Addition and
Lots 5-8, Block 2, South Oaks of Hastings, 4th Addition

4. Developer’s and/or Owner’s Default. In the event of default by the Developer during the warranty period and/or Owner at any time, then following at least thirty (30) days prior written notice and Developer’s and/or Owner’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 and/or Owner 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.

5. License. This Agreement is a license for the Developer to act when so authorized under this Agreement during the warranty period, and it shall not be necessary for the Developer to seek permission from the City or Owner to enter the Property to fulfill its obligations pursuant to this Agreement. The Developer has conveyed Outlot D, South Oaks of Hastings 4th Addition to the City for purposes of using it as a public Stormwater Maintenance Facility, which is described and depicted in more detail on Exhibit B.

6. Assessment. When the City does any work to maintain, repair or improve the Stormwater Maintenance Facility (such activities shall be referred to as the “Improvements”), the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost (“Assessment Amount”) against the benefited properties identified on Exhibit C (“Benefited Property”), attached hereto and incorporated herein, that are specially benefited by the Improvements.

- a. Assessment Appeal Waiver: Owner and its successors hereby authorize the City to certify a special assessment against a portion or all of the Benefited Property up to the Assessment Amount for Improvements. The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Benefited Property up to the Assessment Amount. The Owner hereby waives any and all procedural and substantive objections to the assessment up to the Assessment Amount against the Benefited Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Amount against the Benefited Property exceeds the benefit to the Benefited Property for the Improvements. The Owner acknowledges and agrees that the benefit of the Improvements to the Benefited Property does in fact equal or exceed the Assessment Amount. The City and Owner acknowledge and agree that the Owner’s waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Amount by operation of Minn. Stat. § 462.3531. The City and Owner acknowledge and agree that the Owner may appeal any special assessment above the Assessment Amount.
- b. Developer’s and Owner’s Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the assessment, or for other relief from the payment of the City’s assessment up to the Assessment Amount against the Benefited Property for the Improvements completed by the City.
- c. Owner’s Covenant that Owner is the fee owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property including the Benefited Property and has good right to enter into this Agreement with the City.
- d. Owner’s Agreement to Assessment Amount: Owner understands and agrees that the value of the Improvements will increase the market value of the Benefited Property in an amount that equals or exceeds the Assessment Amount.
- e. When Payment is Due: Owner agrees to pay the Assessment Amount, plus accrued interest during the Assessment Term.
- f. Assessment Amount: The City agrees that it will certify/levy the Assessment Amount

only against the benefited Property and only up to the Assessment Amount for the Improvements pursuant to this Agreement.

- g. Prepayment of Assessment: The City agrees the Owner may prepay some or all of the City's Assessment Amount against the Benefited Property for the Improvements with no penalty pursuant to Minn. Stat. § 429.061.

7. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer's and Owner'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 in interest and assigns.

8. 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.

9. Owner Warranty. Owner 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 Owner enforceable in accordance with its terms. The Owner 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 Owner pursuant hereto. The execution, delivery and performance by Owner 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 Owner, 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 Owner is a party or by which it or any of its properties may be bound.

10. 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 not similar, nor shall any waiver constitute a continuing waiver.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, Dakota County District Court.

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

13. Consent. Owner consents to the recording of this Agreement against the Property.

14. Limitation of Liability. Notwithstanding any other provision of this Agreement, in no event shall either party or any of their affiliates, by reason of any of their respective acts or omissions be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

15. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person or by email, if receipt is acknowledged; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to City: City of Hastings
Attention: City Administrator
101 4th Street East
Hastings, MN 55033

If to Owner: Greg and Susan Jablonske

If to Developer: Greg J. Homes of Hastings, Inc.
Attention: Gregory A. Jablonske
3475 Vermillion Street, Suite 101
Hastings, MN 55033

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given (which may include email, if receipt is acknowledged), on the third day after mailing if mailed by United States postal service

X-C-02 (a-d)
as provided above, or within twenty-four (24) hours if sent via overnight courier service provided,
that a notice not given as above shall, if it is in writing, be deemed given if and when actually
received by a party.

[The remainder of this page was intentionally left blank.]

OWNER:

Gregory A. Jablonske

Susan M. Jablonske

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on _____ day of _____, 2023, by Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

Notary Public

EXHIBIT B
STORMWATER BMPs OPERATIONS AND MAINTENANCE PLAN

EXHIBIT C
BENEFITED PROPERTIES

Real property in the City of Hastings, County of Dakota, State of Minnesota, legally described as follows:

Lots 1-10, Block 1, South Oaks of Hastings 4th Addition
Lots 1-12, Block 2, South Oaks of Hastings 4th Addition
Lots 1-13, Block 3, South Oaks of Hastings 4th Addition

Abstract Property



City Council Memorandum

To: Mayor Fasbender & City Council Mmembers

From: John Townsend, Fire Chief

Date: October 16, 2023

Item: Pre-Authorize Purchase of Ladder truck, and authorize signature of contract with Macqueen Emergency

Council Action Requested:

Pre-Approve purchase of Ladder Truck and authorize signature of contract with Macqueen Emergency

Background Information:

The proposed 2024 Budget currently includes \$900K of funding towards the purchase of a Ladder Truck to replace the current 2014 Ladder truck. The current ladder truck has been difficult to maintain, and operate due to lengthy out of service times and costly repairs. To date in 2023, maintenance costs have exceeded \$23K. The replacement will be an efficient set-up with decreased maintenance and operational expenses. The current ladder will be sold to help offset costs.

Fire apparatus cost are increasing to overall industry increased costs and new emission standards in 2024. These trucks have extended build times and availability. The current time to delivery for this ladder truck is 31-34 months, taking this to August of 2026.

Cost:

\$1,722,952 (costs will increase after October 31, 2023 \$1,740,181) savings of \$17,229 if ordered before October 31, 2023, this will likely increase again in January.

Cost for pre-payment option:

\$1,580,775 (Savings of \$142,177, payment within 30 days of purchase agreement.)

Financial Impact:

- \$1,580,775 – total cost if we prepay
- (\$900,000) – planned portion of State Public Safety allocation (funds will be received in late December)
- (\$345,232) – unallocated cash that is in the Budget Stabilization Fund
- (\$229,797) – cash in the Budget Stabilization Fund that had been planned to fund the Police radios, which were then purchased without transferring this money
- (\$107,761) – remaining balance; staff suggests we take this from Fund 500 reserves
 - We currently have an internal loan in place to repay Fund 500 for the last Engine we bought.
 - There are 7 years remaining in that loan.

- Staff suggests we add about \$17k to the \$81,100 payment for the next 7 years and we be able to purchase this Ladder and also refund Fund 500 to maintain reserves.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: Proposal from MacQueen Emergency



PERFORM. LIKE NO OTHER.

October 9, 2023

Fire Chief John Townsend
City of Hastings
115 West 5th Street
Hastings, MN 55033

Subject: **Proposal for one (1) Pierce Enforcer PUC 107' Ascendant Ladder Proposal / Bid 1151**

Dear Fire Chief Townsend,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$1,722,952.00***
**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

100% Performance Bond:

Included in the above sale price.

100% Prepayment Option:

Should the City of Hastings elect to make a 100% prepayment at contract signing, a discount of (**\$142,177.00**) can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,580,775.00**

Terms and Conditions:

- Taxes – Not Applicable
- Freight – F.O.B. – Appleton, WI / Shipping to Hastings, MN
- Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant(Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.
- Delivery – 31 - 34 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until October 31, 2023**. After October 31, 2023, Sale Price will increase to approximately \$1,740,181.00.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 507-272-2360 or tom.soland@macqueengroup.com .

We wish to thank the City of Hastings for the opportunity to submit our proposal.

Respectfully,

Tom Soland

Tom Soland
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: October 16, 2023
Item: National Class Action Settlements - PFAS

Council Actions Requested:

Informational only; no action recommended tonight.

Background Information:

Recently, multi-district litigation against 3M and DuPont has resulted in two proposed class action settlements being overseen by the US District Court in South Carolina. These national settlements are approximately \$10.5B to \$12.5B by 3M and \$1.2B by DuPont. The amounts will be reduced by legal costs, fees, and administrative costs. Settlement payments would be paid over 9 years.

The City of Hastings, as a public water system that has PFAS, is eligible to participate in the settlement. Under the settlement “calculator,” Hastings would receive about \$1.5M – far less than the estimated \$69M to construct three treatment plants plus operation and maintenance of \$800K to \$1M per year, increasing over time.

Participation in the class action settlement would preclude the City making additional claims against 3M and DuPont.

Next month, I will recommend the City affirmatively opt out of the settlement. The opt out deadline for the DuPont settlement is December 4, 2023. The opt out deadline for the 3M settlement is December 11, 2023. If the City does not affirmatively opt out, the City will automatically be included in the settlement.

Financial Impact:

N/A

Attachments:

N/A



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Kelly Murtaugh, Assistant City Administrator
Date: October 16, 2023
Item: Write-In Votes for Local Elections

Council Action Requested:

Approve the resolution requiring the tally of write-in votes only if write-in votes are greater than a ballot candidate's total votes.

Background Information:

In May, 2023 the House and Senate passed an elections bill that included many policy provisions. One provision allows cities to adopt a resolution regarding how write-ins are handled for local elections. The current write-in vote counting process is time consuming and unnecessary in that there is no change in election results unless a single write-in candidate receives the most votes for an office.

Legislature modified the statute to allow for a more efficient tracking of write-in votes. Local options include adopting one of the following:

- require the candidate to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded; or
- require that write-in votes for an individual candidate only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

Staff is recommending that the City Council adopt the attached resolution requiring that write-in votes for an individual candidate will only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

Financial Impact:

N/A

Committee Discussion:

N/A

Attachment:

- Resolution

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**A RESOLUTION REQUIRING THE TALLY OF WRITE-IN VOTES ONLY IF WRITE-IN
VOTES ARE GREATER THAN A BALLOT CANDIDATE’S TOTAL VOTES**

WHEREAS, Minnesota Statute 204B.09, subdivision 3 allows for the governing body of a statutory or home rule charter city to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the current write-in vote counting process is overly time consuming and unnecessary. It does not result in a change in election results unless a single write-in candidate receives the most votes for an office.

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

That the City of Hastings hereby requires that write-in votes for an individual candidate will only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

Adopted this ____ day of _____, 2023, by the City Council of the City of Hastings.

CITY OF HASTINGS

Mary D. Fasbender, Mayor

ATTEST:

Kelly Murtaugh, City Clerk