

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, April 9, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

A. Inver Grove Heights Police Officers Swearing-In

4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

A. i. Minutes of March 10, 2018 Special Meeting Minutes

ii. Minutes of March 26, 2018 Council Meeting Minutes

B. Resolution Approving Disbursements for Period Ending April 3, 2018

C. Resolution Committing Franchise Fee Fund Balance for a Specific Purpose

D. Consider Approval of Plans & Specifications for the 2018 West Rink Floor Project and Authorizing Advertisement of Bids

E. Approve Resolution Relating to Release of Tree Replacement Agreement on Lot 8, Block 2, Concord Hills

F. Consider Approval of Cost Sharing Agreement with Dakota County for Purchase and Use of Electronic Pollbooks

G. Consider Approval of Individual Massage Therapist License for Kevin Miner, Salon Fusion, 3105 65th Street E.

H. Accept Proposal from Keys Well Drilling Company for Well Pump No. 3 Rehabilitation

I. Authorize Purchase of Wetland Credits for Mitigation of Wetland Impacts on City Project No. 2017-24 – TH 3 Intersection Improvements for the 65th Street Project and 2017-03 – NWA Trunk Watermain Improvements, 65th Street Loop

J. Resolution Accepting Proposal from Bolton & Menk, Inc. for Engineering Construction Services Related to Municipal Sewer and Water Improvements for City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection Improvements (Roundabout)

K. Consider Resolution Accepting Proposal from SRF Consulting Group, Inc. for Design and Construction Engineering Services and Accepting Proposal from Bolton & Menk, Inc. for a Broderick Boulevard Sanitary Sewer Capacity Study for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements

L. Consider Release of Lot 1, Block 1, and Outlot A, Arbor Pointe 11th Addition (former Rainbow Foods site) from the Development Contract and Agreement

M. Personnel Actions

5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person

6. **PUBLIC HEARING:**

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. GWEN LYSNE; Consider an Ordinance Amendment to Rezone three parcels from R-1C, Single Family Residential District to B-3, General Business District for property located west of 6591 Concord Boulevard

B. TABBY CAT, LLC; Consider an Ordinance Amendment to the Bishop Heights PUD Ordinance to allow for a feline veterinary clinic to be located on Lot 3, Block 1, Bishop Heights 4th Addition

C. FRATTALONE'S DAWNWAY;

1) Amendment No. 2 to Host Community Fee Agreement

2) Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 15 years. The property is located on Dawn Way, west of Concord Boulevard

D. PINE BEND LANDFILL;

1) Consider third restated and amended Host Community Agreement

2) Consider the third and final reading of a zoning ordinance to allow a side slope capacity expansion of existing landfills as a conditional use (requires a 4/5th's vote)

3) A conditional use permit to allow a side slope capacity expansion at Pine Bend Landfill of 4.1 million cubic yards, including 3.53 million cubic yards of waste (requires a 4/5th's vote)

4) A non-conforming use certificate amendment to allow the capacity expansion at Pine Bend Landfill (requires a 4/5th's vote)

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Consider Strategy for Labor Negotiations Pursuant to MN 13D.03

10. ADJOURN:

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 9, 2018
 Item Type: Presentation
 Contact: Paul Schnell, Chief of Police
 Prepared by: Paul Schnell, Chief of Police
 Reviewed by: Paul Schnell, Chief of Police

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Administer the law enforcement Oath of Honor for the police department's three newest police officers, and three additional members of the department who are assuming ranking officer roles by virtue of promotion or position reclassification.

SUMMARY

It is a generally accepted practice to administer a law enforcement oath of honor or "swear-in" new police personnel early in their tenure with the department or shortly after promotion to a ranking officer role. In recent times, these "swearing-in" ceremonies have occurred within the department followed by introduction of the new officer(s) at a Council meeting.

Following internal discussions, the department's leadership team believes there is considerable merit in making the administration of the law enforcement Oath of Honor a public event.

Police officers being presented for administration of the Oath of Honor include:

Officer Timothy Gates
 Officer Ryan Malcolm
 Officer Erika Running

Promoted or reclassified ranking police officers being presented for administration of the Oath of Honor include:

Sergeant Ben Madsen
 Commander Dennis Haugland
 Deputy Chief Sean Folmar

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
SATURDAY MARCH 10, 2018, 8:00 AM – 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in special meeting on Saturday, March 10, 2018, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 8:03 a.m.

Roll call: Present were Mayor Tourville, Councilmembers Bartholomew, Hark, Perry, and Piekarski Krech. Staff: City Administrator Joe Lynch

Lynch gave an overview of the meeting and materials sent to Council. The 2017 Goals, Council Memo's, presentations and review materials from previous Council meetings where the items were discussed.

Council discussed the Customer Service Policy. They indicated that they wanted it back on the next Council Work Session and then to the next Regular meeting, so it can be adopted. They indicated that staff should work on the metrics for measurement and propose something to Council at future Work Session meetings.

Council discussed the Finance Director position. It was the desire of the majority of the Council to move forward and authorize the Administrator to advertise for an opening and proceed to fill the position based upon the deadline of the current contract with the incumbent to expire at the beginning of June.

Council Member Piekarski-Krech inquired about doing an operational audit to determine if the structure and the alignment of staff positions and work being done was appropriate. Council indicated that Lynch should explore this concept with the HR Manager and rerun with more information later.

Council discussed the Fire Station communications strategy. The neighborhood meeting for those immediately impacted would be held in the very near future. Council indicated a desire to create a communication piece for the entire city to let all know what the impact will be and respond with accurate information on changes to service, if any, deployment of personnel, and any financial impacts.

Council took a recess at 10:05 a.m. Council reconvened at 10:20 a.m.

Council talked about succession planning for the Department Heads. Council discussed a Town hall meeting joining the businesses and residents into one meeting in mid to late April, sometime in the evening.

Council talked about the recent decision on the change in zoning for multi-family and addressing the lack of retail and vacancies in the city. Council considered what they might do with a Small Area study for the Northwest Are that would include the western portion of the current Argenta Hills development.

Council then went into a discussion on the performance evaluation of the City Administrator. Council noted some issues for the Administrator to work on.

B. ADJOURN

The meeting adjourned at 12:20 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, March 26, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, March 26, 2018, in the City Council Chambers. Acting Mayor Piekarski Krech called the meeting to order at 7:00 p.m. Present were Councilmembers Bartholomew, Hark, and Perry; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Public Works Director Thureen, City Engineer Kaldunski.

Mayor Tourville (absent) Recording Clerk Yourczek (absent).

3. PRESENTATIONS: There were no presentations at this time.

4. CONSENT AGENDA:

A. i. Minutes of March 12, 2018 Special Meeting Minutes

ii. Minutes of March 12, 2018 Council Meeting Minutes

B. Resolution 18-52 Approving Disbursements for Period Ending March 20, 2018

C. Consider Purchase of Ice Resurfacer for the VMCC

D. Establish Legislative Initiatives and Positions for the 2018 Legislative Session

E. Approve Purchase of Capital Equipment

F. Consider Pay Voucher No. 12 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

G. Resolution 18-53 Receiving Bids and Awarding Contract for the 2018 Pavement Management Program, City Project No. 2018-09A – Crackseal

H. Resolution 18-54 Receiving Bids and Awarding Contract for the 2018 Pavement Management Program, City Project No. 2018-09B – Sealcoat

I. Consider **Resolution 18-55** Accepting Construction Phase Services from Kimley-Horn & Associates, Inc. and Accepting Geotechnical Services Proposal from American Engineering and Testing, Inc. for City Project No. 2017-21 – VMCC/Golf Course Parking Lots

J. Consider **Resolution 18-56** Accepting Construction Engineering and Survey Services IPO No. 21D from Kimley-Horn & Associates, Inc. and Geotechnical Services Proposal from American Engineering and Testing, Inc. for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard

K. Consider **Resolution 18-57** to Approve a Local Road Improvement Program (LRIP) Grant Agreement (No. 1030184) with Minnesota Department of Transportation (MnDOT) for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard

L. Consider Resolutions Calling for Hearing **Resolution 18-58** on Proposed Assessments, Declaring Costs **Resolution 18-59** to be Assessed, and Ordering Preparation of Proposed Assessments for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction

M. Consider **Resolution 18-60** Approving Shared Costs Agreement for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements

N. Consider **Resolution 18-61** Adopting the Assessment for 2017 Nuisance Abatement Program

O. Personnel Actions

Acting Mayor Piekarski Krech asked to remove Agenda Item 4C.

City Clerk Michelle Tesser suggested removing Agenda Item 4N to add to the Public Hearing Item 6A.

Motion by Perry second by Hark to approve the Consent Agenda with the exception of Agenda Items 4C and 4N.

Ayes: 4
Nays: 0 Motion carried.

Acting Mayor Piekarski Krech stated that the back-up alarm was omitted from some fire trucks in the past and she felt that for safety reasons it should be included on the ice resurfacer (Zamboni).

Parks and Recreation Director Eric Carlson responded that the current Zamboni does not have a back-up alarm. He stated that it is staff's opinion that it's not need or required.

Motion by Perry second by Bartholomew to Consider the Purchase of the Ice Resurfacer for the VMCC.

Ayes: 4
Nays: 0 Motion carried.

City Attorney Tim Kuntz stated that Agenda Item N, to Consider a Resolution Adopting the Assessment for 2017 Nuisance Abatement Program, is when people are told to do something on their property and they do not. Due to the inaction, the City took care of it of the nuisance and the City assesses for the work that was completed.

Acting Mayor Piekarski Krech stated that we are opening a Public Hearing on Agenda Item 4N to Consider a Resolution Adopting the Assessment for 2017 Nuisance Abatement Program.

City Administrator Joe Lynch stated that information was given out previously regarding the property locations and the amounts. The City has performed services such as cutting grass, removing trash, and miscellaneous clean-up. He stated that these items could be done multiple times at a single property. The assessments will be certified with Dakota County and assessed to the properties.

Motion by Bartholomew second by Perry to close the Public Hearing at 7:05PM.

Ayes: 4
Nays: 0 Motion carried.

Motion by Hark second by Perry to approve Resolution 18-61 Adopting the Assessment for 2017 Nuisance Abatement Program.

Ayes: 4
Nays: 0 Motion carried.

5. PUBLIC COMMENT: There were no public comments at this time.

6. PUBLIC HEARING:

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. GWEN LYSNE; Consider an Ordinance Amendment to Rezone three parcels from R-1C, Single Family Residential District to B-3, General Business District for property located west of 6591 Concord Boulevard.

Michael and Gwen Lysne asked to have this Agenda Item moved to the next meeting since Mayor Tourville was absent. The Applicant is requesting an Amendment that requires a 4/5th's vote.

Community Development Director Tom Link stated that we can bring this back before the Council on April 9th. We are coming up on the first 60 days, but the City has the authority to extend another 60 days if the Applicant wishes.

Motion by Bartholomew second by Hark to postpone the Agenda Item regarding GWEN LYSNE; to Consider an Ordinance Amendment to Rezone three parcels from R-1C, Single Family Residential District to B-3, General Business District for property located west of 6591 Concord Boulevard.

Ayes: 4

Nays: 0 Motion carried.

B. INDUSTRIAL EQUITIES, LLP; Consider a Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a one lot plat to construct a 95,250 square foot office/warehouse building for property located at Auburn Path and Argenta Trail. Resolution 18-62.

City Planner Allan Hunting stated that this is a request for a Preliminary Plat PUD. The request is to combine two lots, replat it into one lot, and development it with a 95,250 square foot building. The site is located at Auburn Path and Argenta Trail. He referenced a drawing of the proposal and stated that the project meets all required setbacks. He stated that the project complies with the 20% open space but does not meet the 50% open space as they have to disturb the entire site to do grading and improvements.

Planner Hunting stated that Staff and the Planning Commission does not see that as an issue. He stated that the project will provide a 30-foot wide easement for a segment of the Dakota County Regional Trail. He stated that the landscaping plan is short a few trees but will be addressed with the final plat and PUD Plan. The project will be served by Eagan Utilities through the JPA. The Applicant feels that the parking proposed of 184 spaces, out of the 203 suggested, is adequate. He stated that the biggest issue is the access which he depicted on a map, that could be a loop system to Alberta Way once the land was ready to be developed.

He stated that Staff met with Mr. Jansen and they did not come to an agreement.

He stated that there are two options to address:

1. Retain the existing public road easement. He stated that the Applicant would be building a service road that would be a public street by City standards at 28-feet wide with parking on one side but would need some sort of turn around for fire trucks. Money would be held in escrow so the segment could be built to the north property line and continue when development occurred.

Planner Hunting stated that the plan as proposed would meet all the setbacks.

2. Vacate the roadway. He displayed a map depicting the area in the easement. The location would be vacated, absorbed and then developed. The building would be moved to the east and the access road would be the same.

Planner Hunting stated that if the easement was vacated, the utilities would be coming from Eagan. He stated that the City Engineer was concerned about extending the utilities and felt that they should have the ability to serve the general area by the same extension under the JPA.

He stated that if this is to be vacated, there should be a condition added that the cemetery property owner and the landowner waive any claims against the City regarding vacating the easement in the public road.

Planner Hunting displayed the plat showing the easements in Outlot D and Outlot A, which are owned by the same entity and sold together and re-platted into one. He stated that Staff recommends that they keep that easement for future development. The Applicant would prefer to vacate it and keep it as one lot.

Acting Mayor Piekarski Krech asked how big of an area the JPA covered. She was concerned with Eagan utilities.

Planner Hunting responded that there is a boundary that was established at the outset and it would not keep encroaching.

Councilmember Bartholomew asked for clarification on the private easement that would require Outlot D, and the lot to the north, to agree to the private easement.

Planner Hunting stated that they have a public street in front of them that could be their access point. If they vacate that, they would have to sign off on that and accept that the public road access has gone away and we would continue to use our private road systems.

City Attorney Tim Kuntz stated that Outlot D and A are owned by the same owner. If it is vacated, Outlot D would go to that owner. Currently, Outlot B has an access to Outlot D as he depicted on an aerial map. Condition 21 was added by the Planning Commission.

Planner Hunting stated that the Planning Commissions concern was that the map shows the existing access point from the cemetery. They wanted to make sure that whatever arrangement was made, this existing access point was not cut off.

City Attorney Kuntz stated that they added a condition that states that appropriate access to the cemetery land to the east shall be provided via the proposed road for the development. They have to give the cemetery an easement. He stated that the second item to address is Outlot B, which joins not only Outlot D, but also the public road. The land to the north of the plat adjoins the tip of the road as well. He stated that they could add Condition No. 22 that states that you have to obtain waivers of claims from the owner of the lot to the north and owner of the cemetery lot waiving any claims against the City if the City vacates the public road. He stated that when we get to that point we need to ask for waivers from those properties before we vacate.

Councilmember Bartholomew asked about having an escrow from the City from the developer for having a connection to any of the lots.

David Jansen, 7985 Argenta Trail stated that there isn't a logical reason to support having a City road there. The terrain is hilly, and he won't be able to build a connection to that. He stated that he is fine with vacating the easement but was concerned regarding the usage hours of the business.

John Allen, Industrial Equities, 321 - 1st Avenue North, Minneapolis, stated that he can make the project work either way. Parking in front gives a better corporate sense and they can put a retaining wall along the wooded area. He stated that he had never heard of any condition that stated that he had to go out and get an indemnity from contiguous property owners for a right of way. He stated that in doing that, the project come to a standstill if opposed. This isn't a road, it's a right of way and nothing has been built there. He stated that he was contacted by Mr. Kimas, who is another property owner, and he is not in favor of this road coming through here. He stated that the City Council is legally invested with the ability to vacate the right of way if they want to do it, as it makes a better project. He would try to get that but in doing so, it could put the project on hold while they work on the legal matter. He stated that he will do what he can for access to the cemetery.

Planner Hunting referenced a few maps with the location of the private road which would have to be maintained. The cemetery has access to the public road. He stated that the agreement would allow the

property owner to continue to access via Outlot D. From their road system, public or private, they have to make sure there is a provision that the access point is maintained.

Councilmember Hark asked if the agreement goes into our conditions.

Attorney Kuntz stated that it's under Condition 21, which was recommended by the Planning Commission that there be some easement to the cemetery.

Acting Mayor Piekarski Krech asked if moving the building forward and vacating the easement would affect the ponding area.

Planner Hunting responded that if they did have a larger building the ponding area would have to be increased. He stated that the access road to the cemetery could go slightly onto the Applicant's property.

Acting Mayor Piekarski Krech stated that we are deciding whether or not to vacate the easement, and then requiring waivers from the two property owners, Mr. Jansen and the owners of the cemetery. She questioned if we still needed to get a waiver if we are already requiring them to give an easement for access.

Attorney Kuntz responded that if they are satisfied in the easement, they would be satisfied with the vacation.

Mr. Allen stated that with Condition 21, he would have to get an easement agreement with the property owner that owns the cemetery. If he signs the easement, they don't need to agree to the waiver. He felt the access he can give them would be better than they currently have.

Attorney Kuntz verified that it would be a waiver from the property owner to the north, and an easement from the east. Condition 21 is in the Resolution and is the easement on the east. Condition 22 would read that developer shall obtain a waiver from the Jansen property for any claims against the City relating to vacation of Outlot D. He stated that Outlot D has to come up before the final plat.

Motion by Bartholomew second by Hark to approve Resolution 18-62 INDUSTRIAL EQUITIES, LLP, relating to a Preliminary Plat and Preliminary PUD Development Plan for a one lot plat to construct a 95,250 square foot office/warehouse building for property located at Auburn Path and Argenta Trail, with the addition of Condition 22 that states that the developer shall obtain a waiver from the Jansen property for any claims against the City relating to the vacation of Outlot D.

Ayes: 4

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of an Ordinance to allow Park and Ride facilities as an Interim Use in the B-3, B-4 and P zoning Districts

Community Development Director Tom Link stated that this is the third reading of an Ordinance to allow Park and Ride Facilities as an Interim Use in the Zoning Ordinance. He stated that the second reading was approved, and no changes were made.

He stated that they are suggesting one change to the definition. That would be that the clause that pertains to the joint parking agreement be removed. Another part of the Zoning Ordinance already addresses joint parking and it was thought to have the same reference twice in the same Ordinance would be confusing, so they are suggesting that the clause be removed.

He stated that Staff is recommending approval of the Ordinance Amendment to allow Park and Ride Facilities as an Interim Use. Planning Commission also unanimously approved. He stated that if

approved, anyone that has a Park and Ride Facility would have to make application for an Interim Use Permit which would go through the Planning Commission and the City Council. He stated that the two current facilities have expressed interest in filing an application after this Ordinance is adopted.

Motion by Hark second by Perry to Consider the Third Reading of an Ordinance to allow Park and Ride facilities as an Interim Use in the B-3, B-4 and P Zoning Districts.

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

City Administrator Joe Lynch stated that the Fire Station neighborhood meeting will take place at City Hall on Thursday at 6:00 p.m. All properties within 1,000 feet have been notified and they will have an Open House type format to look at the layout and then have a brief presentation by the Architect, and the Fire Chief. There will be an overview and then they can answer any questions.

9. EXECUTIVE SESSION:

City Attorney Tim Kuntz stated there is a Minnesota Statute Stat. § 13D.05, Subd. 3(c)2 & 3: which allows the City Council to go into a closed-door Executive Session for a discussion of offers and counter offers relating to the purchase of real estate. The City Council is being asked to go into a closed-door session pursuant to that Statute for the reasons given to consider offers, counter offers, and non-public appraisal data with the following three properties:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3:

Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at:

- i. LSS Properties LLC - 6455 Doffing Ave - 20-36500-32-110**
- ii. Hay – No address - 20-36500-31-050**
- iii. Kramer – 4301 64th St 20-36550-31-070**

Attorney Kuntz stated that if the Council wants to proceed into Executive Session, they must make a motion to that effect for the reasons he outlined above.

Motion by Hark, second by Perry to move into Executive Session.

Ayes: 4

Nays: 0 Motion carried.

10. ADJOURN: The meeting was adjourned at 7:55 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 9, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☒ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of March 21, 2018 to April 3, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending April 3, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	338,597.98
Debt Service & Capital Projects	237,433.61
Enterprise & Internal Service	159,497.05
Escrows	19,244.32
Grand Total for All Funds	<u><u>\$754,772.96</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period March 21, 2018 to April 3, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING April 3, 2018**

WHEREAS, a list of disbursements for the period ending April 3, 2018 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$338,597.98
Debt Service & Capital Projects	237,433.61
Enterprise & Internal Service	159,497.05
Escrows	19,244.32
Grand Total for All Funds	<u><u>\$754,772.96</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of April, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 03/21/2018 - 04/03/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALLINA HEALTH	311917023	03/27/2018	80003208	101.42.4000.421.30700	65.00
CENTURY LINK	3/19/18 651 455 9072 782	04/03/2018	651 455 9072 782	101.42.4200.423.50020	40.51
CITY OF APPLE VALLEY/MAAG TEAM	2018 CONTRIBUTION	03/27/2018	2018 CONTRIBUTION	101.42.4000.421.50070	8,300.00
CITY OF MINNEAPOLIS RECEIVABLES	400451001869	03/27/2018	612005356	101.42.4000.421.30700	1,105.20
COLLINS ELECTRICAL CONST.	1830599.01	03/27/2018	3/13/18	101.43.5200.443.40046	261.75
COLLINS ELECTRICAL CONST.	1830600.01	03/27/2018	3/13/18	101.43.5200.443.40046	183.75
COLLINS ELECTRICAL CONST.	1830629.01	03/27/2018	3/13/18	101.43.5200.443.40046	279.13
CZECK LAWN CARE AND SNOW SERVICE	1188	04/03/2018	2/5/18	101.43.5200.443.40046	1,167.50
DAKOTA ELECTRIC ASSN	246837-9 3/18	03/27/2018	Electric	101.44.6000.451.40020	320.08
DAKOTA ELECTRIC ASSN	250165-8 3/18	03/27/2018	Electric	101.44.6000.451.40020	59.00
DAKOTA ELECTRIC ASSN	393563-2 3/18	03/27/2018	Electric	101.44.6000.451.40020	176.17
DAKOTA ELECTRIC ASSN	426713-4 3/18	03/27/2018	Electric	101.43.5400.445.40020	55.57
DAKOTA ELECTRIC ASSN	443054-2 3/18	03/27/2018	Electric	101.44.6000.451.40020	18.94
DAKOTA ELECTRIC ASSN	109394-7 3/18	03/27/2018	Electric	101.43.5400.445.40020	1,190.11
DAKOTA UNLIMITED INC	28456	04/03/2018	3/20/18	101.44.6000.451.40047	25,344.00
EFTPS	INV0072790	03/30/2018	FEDERAL WITHHOLDING	101.203.2030200	41,945.44
EFTPS	INV0072792	03/30/2018	MEDICARE WITHHOLDING	101.203.2030500	12,865.76
EFTPS	INV0072793	03/30/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	37,236.74
EMERGENCY RESPONSE SOLUTIONS	10660	04/03/2018	3/20/18	101.42.4200.423.60045	1,994.90
EMERGENCY RESPONSE SOLUTIONS	10673	04/03/2018	3/26/18	101.42.4200.423.50035	10.62
ESS BROTHERS & SONS INC	YY1107	04/03/2018	3/2/18	101.43.5200.443.60016	2,069.00
ESS BROTHERS & SONS INC	YY1225	04/03/2018	3/20/18	101.43.5200.443.60016	857.00
FIRST IMPRESSION GROUP, THE	80458	04/03/2018	3/14/18	101.44.6000.451.50030	303.25
GALLS INC	009510399	04/03/2018	009510399	101.42.4000.421.60045	99.07
GALLS INC	009519353	04/03/2018	1001727847	101.42.4000.421.60045	56.80
GALLS INC	009519419	04/03/2018	009519419	101.42.4000.421.60045	62.97
GALLS INC	009549621	04/03/2018	1001727847	101.42.4000.421.60045	51.95
GALLS INC	009576038	04/03/2018	1001727847	101.42.4000.421.60045	29.95
GALLS INC	009584905	04/03/2018	1001727847	101.42.4000.421.60045	400.68
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0072774	03/30/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0072775	03/30/2018	HSA ELECTION-SINGLE	101.203.2032500	4,282.45
HENRICKSEN PSG	640674	03/27/2018	88011015/CITYIGH	101.41.1100.413.80500	2,414.34
ICMA RETIREMENT TRUST - 457	INV0072776	03/30/2018	ICMA-AGE <49 %	101.203.2031400	6,362.66
ICMA RETIREMENT TRUST - 457	INV0072777	03/30/2018	ICMA-AGE <49	101.203.2031400	4,936.54
ICMA RETIREMENT TRUST - 457	INV0072778	03/30/2018	ICMA-AGE 50+ %	101.203.2031400	1,463.40
ICMA RETIREMENT TRUST - 457	INV0072779	03/30/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0072780	03/30/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0072788	03/30/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0072789	03/30/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
IGH FIRE RELIEF ASSN	21258A21905002B001	03/27/2018	00059277722	101.42.4200.423.20500	3,000.00
IIMC	2018 MEMBERSHIP	04/03/2018	M. TESSER	101.41.1100.413.50070	200.00
INTERNATIONAL CODE COUNCIL INC	3191981	04/03/2018	5310235	101.42.4200.423.50070	135.00
ITL PATCH COMPANY, INC.	50186	04/03/2018	18-5641	101.42.4000.421.60006	545.00
JONES, DALEN	3/24/18	04/03/2018	REIMBURSE-RENTAL	101.42.4000.421.60065	399.51
KEEPRS, INC	371854-01	04/03/2018	INVGROHTFD	101.42.4200.423.60045	90.78
LAWMAN BADGE COMPANY	2552	03/27/2018	3/15/18	101.42.4000.421.60045	178.50
LEVANDER, GILLEN & MILLER P.A.	2/28/18 92000E	03/27/2018	92000E	101.42.4000.421.30410	16,114.86
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Argenta Hills	04/03/2018	Legal	101.45.3200.419.30600	66.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Blackstone Pc	04/03/2018	Legal	101.45.3200.419.30600	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Blackstone Pc	04/03/2018	Legal	101.45.3200.419.30600	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Blackstone Pc	04/03/2018	Legal	101.45.3200.419.30600	121.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Community Dr	04/03/2018	Legal	101.45.3000.419.30420	558.36
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Council Meeti	04/03/2018	Legal	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Engineering	04/03/2018	Legal	101.43.5100.442.30420	2,497.69
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Inspections	04/03/2018	Legal	101.45.3300.419.30420	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Mayor/CC	04/03/2018	Legal	101.41.1000.413.30420	3,211.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Mihm Develop	04/03/2018	Legal	101.45.3200.419.30420	204.50
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Parks	04/03/2018	Legal	101.44.6000.451.30420	76.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Planning	04/03/2018	Legal	101.45.3200.419.30420	409.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Public Works	04/03/2018	Legal	101.43.5000.441.30420	135.80
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Rauschnot Pn	04/03/2018	Legal	101.45.3000.419.30420	244.00
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	101.41.1100.413.50025	69.00
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	101.45.3000.419.50025	152.38
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LOCAL GOVERNMENT INFORMATION SYSTEM (I45078		04/03/2018	106325	101.42.4000.421.70501	2,087.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1290930	03/27/2018	APRIL 2018 #012439	101.203.2031700	2,619.45
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0072772	03/30/2018	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0072773	03/30/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MINNESOTA UI FUND	INV0072771	03/30/2018	ANDREW BRAVO DOCUMENT ID:1397	101.203.2031900	518.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN ASSOC OF GOV'T COMMUNICATORS	300000206	03/27/2018	3/20/18	101.41.1100.413.50070	85.00
MN DEPT OF REVENUE	INV0072781	03/30/2018	LETTER ID: L1390255296 - VERDEJA	101.203.2031900	170.40
MN DEPT OF REVENUE	INV0072791	03/30/2018	STATE WITHHOLDING	101.203.2030300	19,876.58
MN LIFE INSURANCE CO	APRIL 2018	04/02/2018	POLICY #0027324	101.203.2030900	3,564.15
MN NCPERS LIFE INSURANCE	APRIL 2018	04/03/2018	APRIL 2018	101.203.2031600	320.00
MTI DISTRIBUTING CO	1148484-01 B	04/03/2018	91180	101.44.6000.451.40047	962.00
MUNICIPAL EMERGENCY SERVICES, INC.	IN1210187	03/26/2018	C43426	101.42.4200.423.60045	139.05
PERA	INV0072782	03/30/2018	PERA COORDINATED PLAN	101.203.2030600	37,350.16
PERA	INV0072783	03/30/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,873.10
PERA	INV0072784	03/30/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0072785	03/30/2018	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0072786	03/30/2018	PERA POLICE & FIRE PLAN	101.203.2030600	14,871.88
PERA	INV0072787	03/30/2018	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	22,307.87
PRECISE MRM	IN200-1016214	04/03/2018	000208	101.43.5200.443.30700	92.43
RCM SPECIALTIES, INC.	6440	03/27/2018	3/13/18	101.43.5200.443.40046	3,325.00
RCM SPECIALTIES, INC.	6462	04/03/2018	3/28/18	101.43.5200.443.40046	9,975.00
RCM SPECIALTIES, INC.	6470	04/03/2018	3/30/18	101.43.5200.443.40046	4,987.50
SPRINT	842483314-196	03/27/2018	Telephone	101.45.3000.419.50020	34.99
T. A. SCHIFSKY & SONS, INC.	62576	03/27/2018	3/12/18	101.43.5200.443.60016	896.08
T. A. SCHIFSKY & SONS, INC.	62592	04/03/2018	43/20/18	101.43.5200.443.60016	977.04
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	101.44.6000.451.60045	26.32
UNIFIRST CORPORATION	090 0410890	03/26/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0410890	03/26/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0411998	04/03/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0411998	04/03/2018	1051948	101.44.6000.451.60045	24.47
WELLS FARGO BANK	266054	04/03/2018	19450776	101.42.4000.421.30420	41.20
Fund: 101 - GENERAL FUND					325,374.73
FIRST IMPRESSION GROUP, THE	80458	04/03/2018	3/14/18	204.44.6100.452.50030	5,306.87
Fund: 204 - RECREATION FUND					5,306.87
ANDREW L. SOLTVEDT	1089	04/03/2018	3/26/18	205.44.6200.453.30700	980.00
ANDREW L. SOLTVEDT	1090	04/03/2018	3/26/18	205.44.6200.453.30700	210.00
BIEBERT, CLAUDIA	12/11/17	04/03/2018	REIMBURSE-BEYOND BARRE	205.44.6200.453.50070	100.00
CHEYKA, JOANNA	11/3/17	03/27/2018	REIMBURSE - PERSONAL TRAINING F	205.44.6200.453.50070	100.00
FIRST IMPRESSION GROUP, THE	80458	04/03/2018	3/14/18	205.44.6200.453.50030	5,913.38
HEALTHY CONTRIBUTIONS LLC	3/20/18	04/03/2018	IND11359	205.44.6200.453.70600	15.00
IND SCHOOL DISTRICT 197 DAKOTA CITY	3/16/18	04/03/2018	DAYTRIPPERS 3/21/18	205.44.6200.453.50090	413.00
MASS/MRPA	4/11/18-4/13/18	04/03/2018	MASS CONFERENCE	205.44.6200.453.50080	89.00
Fund: 205 - COMMUNITY CENTER					7,820.38
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 EDA	04/03/2018	Legal	290.45.3000.419.30420	96.00
Fund: 290 - EDA OPERATING					96.00
EAGAN, CITY OF	FEBRUARY 2018	03/27/2018	FEBRUARY 2018	403.207.2070500	2,437.30
EAGAN, CITY OF	JANUARY 2018	03/27/2018	JANUARY 2018	403.207.2070500	4,874.60
Fund: 403 - WATER CONNECTION FUND					12,186.50
METROPOLITAN COUNCIL	FEBRUARY 2018	03/27/2018	FEBRUARY 2018	404.217.2170000	129,220.00
Fund: 404 - SEWER CONNECTION FUND					129,220.00
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	434.42.4200.423.50025	28.75
Fund: 434 - 2014 IMPROVEMENT FUND					28.75
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Acquisition of	04/03/2018	Legal	436.45.3000.419.30420	108.00
WSB & ASSOCIATES, INC.	3/20/18 1	04/03/2018	R-011626-000	436.44.5900.736.30300	264.25
Fund: 436 - 2016 IMPROVEMENT FUND					372.25
EVERGREEN LAND SERVICES	00-11931	04/03/2018	3/19/18	437.44.5900.737.30700	1,109.55
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Heritage Park	04/03/2018	Legal	437.44.5900.737.30420	2,326.87
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Rosemount/IC	04/03/2018	Legal	437.44.5900.737.30420	568.00
Fund: 437 - 2017 IMPROVEMENT FUND					4,004.42
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 #1805-Impr Pi	04/03/2018	Legal	438.73.5900.738.30420	1,487.50
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	438.73.5900.738.50025	71.50
Fund: 438 - 2018 IMPROVEMENT FUND					1,559.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 #1509D Brode	04/03/2018	Legal	440.74.5900.740.30420	2,936.11
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 #1709E-93rd	04/03/2018	Legal	440.74.5900.740.30420	1,531.50
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Minnesota En	04/03/2018	Legal	440.74.5900.740.30420	190.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					4,657.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EJM PIPE SERVICES	PAY VO. NO. 12	03/27/2018	CITY PROJECT NO. 2015-13	446.74.5900.746.80300	106,806.35
EJM PIPE SERVICES	PAY VO. NO. 12	03/27/2018	CITY PROJECT NO. 2015-13	446.74.5900.746.80300	(35,942.67)
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 #1503-65th St	04/03/2018	Legal	446.74.5900.746.30420	517.60
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 #1513-Impr Pr	04/03/2018	Legal	446.74.5900.746.30420	67.50
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 #1724 65th &	04/03/2018	Legal	446.74.5900.746.30420	8,219.10
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 #1802 80th St	04/03/2018	Legal	446.74.5900.746.30420	67.50
Fund: 446 - NW AREA					79,735.38
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 AmericInn Lar	04/03/2018	Legal	449.45.3000.419.30420	57.00
Fund: 449 - COMMUNITY PROPERTY					57.00
JR'S APPLIANCE DISPOSAL	93892	04/03/2018	12/1/17	454.43.5500.446.40025	5,612.70
Fund: 454 - LANDFILL ABATEMENT					5,612.70
CORE & MAIN LP	I499435	03/27/2018	099872	501.50.7100.512.40043	1,313.20
CORE & MAIN LP	I505804	03/27/2018	099872	501.50.7100.512.60016	1,372.32
CORE & MAIN LP	I505844	03/27/2018	099872	501.50.7100.512.60016	724.65
CORE & MAIN LP	I538328	03/27/2018	099872	501.50.7100.512.60016	(695.28)
CORE & MAIN LP	I538296	03/27/2018	099872	501.50.7100.512.60016	420.48
GRAYBAR	9302995974	03/27/2018	0000101705	501.50.7100.512.60016	56.74
HYDRODESIGNS, INC	0046351-IN	04/03/2018	INVERGR	501.50.7100.512.30700	1,248.00
HYDRODESIGNS, INC	0046364-IN	04/03/2018	INVERGR	501.50.7100.512.40040	1,092.50
KAT-KEY'S LOCK & SAFE CO.	115926	04/03/2018	3/7/18	501.50.7100.512.40040	922.80
METROPOLITAN COUNCIL	0001079751	03/27/2018	W030	501.50.7100.512.40040	603.46
METROWIDE PLUMBING LLC	3/12/18 7980 BAUMAN AV	03/27/2018	7980 BAUMAN AVE	501.50.7100.512.40043	357.00
MN DEPT OF HEALTH	3/21/18	03/27/2018	CERT. FEE - S. GUBASH	501.50.7100.512.50080	23.00
MN POLLUTION CONTROL AGENCY	SC-16039	03/27/2018	CERT. RENEWAL - D. MCMANUS	501.50.7100.512.50080	23.00
PLANT & FLANGED EQUIPMENT COMPANY	0071319-IN	03/27/2018	INV5000	501.50.7100.512.40040	159.40
SPRINT	842483314-196	03/27/2018	Telephone	501.50.7100.512.50020	69.98
WATER CONSERVATION SERVICES INC	8430	03/27/2018	3/20/18	501.50.7100.512.40046	691.40
Fund: 501 - WATER UTILITY FUND					8,382.65
FLEXIBLE PIPE TOOL COMPANY	22166	03/27/2018	3/14/18	502.51.7200.514.40042	240.15
Fund: 502 - SEWER UTILITY FUND					240.15
ALL TEST & INSPECTIONS INC	CR18-12453	03/27/2018	3/15/18	503.52.8600.527.60012	510.80
CLEVELAND GOLF/SRIXON	5325585 SO	03/27/2018	3/7/18	503.52.8200.523.76200	45.29
DAKOTA ELECTRIC ASSN	201360-5 3/18	03/27/2018	Electric	503.52.8600.527.40020	239.77
DAVIS EQUIPMENT CORPORATION	EI05132	03/27/2018	T11331	503.52.8600.527.40042	386.72
FIRST IMPRESSION GROUP, THE	80458	04/03/2018	3/14/18	503.52.8500.526.50025	606.50
GGBLUE, LLC	222814	03/27/2018	INVRW	503.52.8200.523.76200	1,096.03
GMS INDUSTRIAL SUPPLIES, INC.	038734	04/03/2018	0001869	503.52.8600.527.60012	272.50
GRAINGER	9724502944	03/27/2018	855256939	503.52.8600.527.60012	441.84
MADISON NATIONAL LIFE INSURANCE COMPAN	1290930	03/27/2018	APRIL 2018 #012439	503.52.8600.527.20630	6.95
MTI DISTRIBUTING CO	1153865-00 B	04/03/2018	402307	503.52.8600.527.80400	60,905.99
MTI DISTRIBUTING CO	1154504-02 B	04/03/2018	402307	503.52.8600.527.40042	54.23
MTI DISTRIBUTING CO	1156020-00 B	04/03/2018	402307	503.52.8600.527.40042	490.98
MTI DISTRIBUTING CO	1156035-00 B	04/03/2018	402307	503.52.8600.527.40042	103.10
MTI DISTRIBUTING CO	1153868-00	03/27/2018	402307	503.52.8600.527.80400	52,146.45
MTI DISTRIBUTING CO	1155170-00	03/27/2018	402307	503.52.8600.527.40042	73.87
MTI DISTRIBUTING CO	1155654-00	03/27/2018	402307	503.52.8600.527.60040	1,051.39
MTI DISTRIBUTING CO	1155692-00	03/27/2018	402307	503.52.8600.527.60050	569.59
MTI DISTRIBUTING CO	1156613-00	03/27/2018	402307	503.52.8600.527.40042	202.59
PRESTIGE FLAG	446286	03/27/2018	INVE03	503.52.8600.527.60050	545.52
TDS METROCOM	3/13/18 651 457 3667	03/27/2018	651 457 3667	503.52.8500.526.50020	59.49
TITLEIST	905381448	03/27/2018	US00008363	503.52.8200.523.76300	2,590.16
TITLEIST	300138770	03/27/2018	US00008363	503.52.8200.523.76350	(123.50)
TITLEIST	904802433	03/27/2018	US00008363	503.52.8200.523.76450	(1,257.30)
TOLL GAS & WELDING SUPPLY	10234620	04/03/2018	C1376	503.52.8600.527.60012	122.90
UNIFIRST CORPORATION	090 0384168	10/11/2017	1258268	503.52.8600.527.60045	70.04
WESTERN PETROLEUM COMPANY	97556762-41801	04/03/2018	112743	503.52.8600.527.60022	631.63
Fund: 503 - INVER WOOD GOLF COURSE					121,843.53
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004139975	04/03/2018	14649	603.140.1450050	124.54
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004140038	04/03/2018	14649	603.140.1450050	34.98
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004140386	04/03/2018	14649	603.140.1450050	290.24
CENTENNIAL GLASS	W00007670	04/03/2018	3/24/18	603.00.5300.444.40041	215.00
DIESEL COMPONENTS, INC.	S 154541	04/03/2018	3/21/18	603.00.5300.444.40041	63.55
ELECTRIC FIRE & SECURITY	8274	04/02/2018	CIT800	603.00.5300.444.40040	693.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW030718-2	03/27/2018	3/7/18	603.00.5300.444.40041	280.00
FACTORY MOTOR PARTS COMPANY	1-5490763	03/06/2018	10799	603.00.5300.444.40041	45.93
FACTORY MOTOR PARTS COMPANY	1-5493229	03/06/2018	10799	603.00.5300.444.40041	(45.93)
FACTORY MOTOR PARTS COMPANY	1-z13646	03/06/2018	10799	603.00.5300.444.40041	(111.00)
FACTORY MOTOR PARTS COMPANY	1-Z13921	03/27/2018	10799	603.140.1450050	114.65
FACTORY MOTOR PARTS COMPANY	1-5528999	04/03/2018	10799	603.00.5300.444.40041	17.36
INVER GROVE FORD	5248555	03/27/2018	3/5/18	603.00.5300.444.40041	123.91
INVER GROVE FORD	5249122	03/27/2018	3/13/18	603.00.5300.444.40041	62.29
INVER GROVE FORD	6251676/1	03/27/2018	3/13/18	603.00.5300.444.40041	256.70
INVER GROVE FORD	5249276	03/27/2018	3/27/18	603.00.5300.444.40041	4.88
INVER GROVE FORD	5249137	03/27/2018	3/13/18	603.00.5300.444.40041	(38.02)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KREMER SERVICES LLC	54379	03/27/2018	73879	603.00.5300.444.40041	954.85
METROWIDE PLUMBING LLC	3/20/18	04/03/2018	8150 BARBARA AVE	603.00.5300.444.40040	6,306.00
MID CITY SERVICES, INC.	73807	04/03/2018	3/16/18	603.00.5300.444.40065	45.75
MN POLLUTION CONTROL AGENCY	10000046532	03/27/2018	3/13/18	603.00.5300.444.40025	243.53
O' REILLY AUTO PARTS	1767-317400	04/03/2018	1578028	603.00.5300.444.40041	50.36
O' REILLY AUTO PARTS	1767-317953	04/03/2018	1578028	603.00.5300.444.40041	40.35
O' REILLY AUTO PARTS	1767-317968	04/03/2018	1578028	603.00.5300.444.60012	3.99
O' REILLY AUTO PARTS	1767-318137	04/03/2018	1578028	603.00.5300.444.60012	25.98
O' REILLY AUTO PARTS	1767-318141	04/03/2018	1578028	603.00.5300.444.60012	5.99
O' REILLY AUTO PARTS	1767-318147	04/03/2018	1578028	603.00.5300.444.60012	9.50
O' REILLY AUTO PARTS	1767-318175	04/03/2018	1578028	603.00.5300.444.40041	21.95
O' REILLY AUTO PARTS	1767-318196	04/03/2018	1578028	603.140.1450050	68.04
O' REILLY AUTO PARTS	1767-318333	04/03/2018	1578028	603.00.5300.444.40041	70.28
O' REILLY AUTO PARTS	1767-318338	04/03/2018	1578028	603.00.5300.444.40041	26.96
O' REILLY AUTO PARTS	1767-318468	04/03/2018	1578028	603.140.1450050	1.76
O' REILLY AUTO PARTS	1767-318469	04/03/2018	1578028	603.00.5300.444.40041	42.10
O' REILLY AUTO PARTS	1767-318470	04/03/2018	1578028	603.00.5300.444.40041	45.48
O' REILLY AUTO PARTS	1767-318505	04/03/2018	1578028	603.00.5300.444.40041	42.61
O' REILLY AUTO PARTS	1767-318162	04/03/2018	1578028	603.00.5300.444.60012	(25.98)
O' REILLY AUTO PARTS	1767-319198	04/03/2018	1578028	603.00.5300.444.40041	(26.96)
O'DAY EQUIPMENT, LLC	INV100069	04/03/2018	0845600	603.00.5300.444.40040	21.09
PRECISE MRM	IN200-1016252	04/03/2018	000208	603.00.5300.444.40041	597.27
PUMP AND METER SERVICE INC	28570-1	03/27/2018	494500	603.00.5300.444.40040	2,445.48
RDO EQUIPMENT COMPANY	W43987 B	04/03/2018	2556007	603.00.5300.444.40041	449.39
SHAPCO PRINTING	230767	03/27/2018	0585	603.00.5300.444.60010	440.00
SUMMIT COMPANIES	2128537	04/03/2018	CITYIGHX	603.00.5300.444.40040	394.00
TITAN MACHINERY	10600292	04/03/2018	6239910	603.00.5300.444.40041	248.46
TRI-STATE BOBCAT INC.	P88571	04/03/2018	16312	603.00.5300.444.40041	70.71
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	603.00.5300.444.40065	173.89
UNIFIRST CORPORATION	090 0385144	10/11/2017	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0410890	03/26/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0410890	03/26/2018	1051948	603.00.5300.444.60045	59.37
UNIFIRST CORPORATION	090 0411998	04/03/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0411998	04/03/2018	1051948	603.00.5300.444.60045	39.67
Fund: 603 - CENTRAL EQUIPMENT					15,403.98
MID CENTRAL DOOR COMPANY	0035721-IN	03/27/2018	CIT580	605.00.7500.460.40040	234.00
NEOPOST USA INC	3/23/18	03/23/2018	POSTAGE	605.00.7500.460.50035	6,019.50
Fund: 605 - CITY FACILITIES					6,253.50
CDW GOVERNMENT INC	LXJ3074	03/27/2018	2394832	606.00.1400.413.60041	506.40
CDW GOVERNMENT INC	LZC0206	03/27/2018	2394832	606.00.1400.413.60041	2,652.30
CDW GOVERNMENT INC	MCB2448	04/03/2018	2394832	606.00.1400.413.60041	54.54
CDW GOVERNMENT INC	LWC8745	03/27/2018	2394832	606.00.1400.413.60041	(1,950.00)
HARRIS COMPUTER SYSTEMS	CT036784	04/03/2018	INV1100	606.00.1400.413.80620	5,800.00
OFFICE OF MN. IT SERVICES	DV17110519	04/03/2018	200B00171	606.00.1400.413.50070	310.00
Fund: 606 - TECHNOLOGY FUND					7,373.24
DAKOTA CTY ATTORNEY	IGH PD CASE #16-3039	04/03/2018	IGH PD CASE #16-3039	702.229.2291000	70.13
INVER GROVE TOYOTA	3/23/18	04/03/2018	ENGINEERING ESCROW RELEASE	702.229.2308701	242.00
ISD #199	3/29/18	04/03/2018	ESCROW RELEASE	702.229.2304801	8,232.76
JOSEPH OR CAMILLE LEVI	3/23/18	04/03/2018	ENGINEERING ESCROW RELEASE	702.229.2285302	288.42
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Argenta Hills	04/03/2018	Legal	702.229.2288101	977.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Bebel CGA (A	04/03/2018	Legal	702.229.2290602	189.50
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Blackstone Vi	04/03/2018	Legal	702.229.2282202	962.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Carlson Custc	04/03/2018	Legal	702.229.2288702	271.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Eternity Home	04/03/2018	Legal	702.229.2307301	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Eternity Home	04/03/2018	Legal	702.229.2308101	55.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Forfeiture-Anc	04/03/2018	Legal	702.229.2291000	132.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Forfeiture-Bet	04/03/2018	Legal	702.229.2291000	892.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Forfeiture-Der	04/03/2018	Legal	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Forfeiture-Jac	04/03/2018	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Forfeiture-Mal	04/03/2018	Legal	702.229.2291000	52.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Forfeiture-Sur	04/03/2018	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Inver Hills Tar	04/03/2018	Legal	702.229.2303302	330.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Kamish Excav	04/03/2018	Legal	702.229.2283801	166.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Kreck SW Far	04/03/2018	Legal	702.229.2291501	236.50
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 McDonalds Bi	04/03/2018	Legal	702.229.2287002	244.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Pine Bend Lar	04/03/2018	Legal	702.229.2293002	4,433.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Police-Forfeitt	04/03/2018	Legal	702.229.2291000	428.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/18 Wasatch Stor	04/03/2018	Legal	702.229.2284802	110.00
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	702.229.2291902	25.88
LILLIE SUBURBAN NEWSPAPERS	3/30/18 001363	04/03/2018	Advertising/Publishing	702.229.2292702	20.13
NICHOLAS EGGERT	3/23/18	04/03/2018	ENGINEERING ESCROW RELEASE	702.229.2301701	226.00
SCOTT COUNTY CLERK OF COURT	70VB17184731	04/03/2018	NATHANIEL CLIFFORD WILSON	702.229.2291000	318.00
WASHINGTON COUNTY COURT ADMIN	117013526	03/27/2018	OSCAR NAREDO	702.229.2291000	200.00
Fund: 702 - ESCROW FUND					19,244.32
Grand Total					754,772.96

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Committing Franchise Fee Fund Balance for a Specific Purpose

Meeting Date: April 9, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other |

PURPOSE/ACTION REQUESTED

Approve resolution committing Franchise Fee Fund Balance for a Specific Purpose

SUMMARY

Governmental Accounting Standards Board (GASB) Statement No. 54 was enacted to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied. This Statement provides for additional classifications as restricted, committed, assigned and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

On December 12, 2011 the City committed fund balances in the Convention and Visitors Bureau (CVB), Recreation and Community Center Special Revenue Funds. On December 8, 2014 the City committed fund balances in the Economic Development Authority Special Revenue Fund. I recommend committing 100% of the fund balance in the Franchise Fee Special Revenue Fund for Pavement Management (Public Works) purposes.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION COMMITTING
FUND BALANCE FOR A SPECIFIC PURPOSE**

WHEREAS, the City Council of the City of Inver Grove Heights, does hereby find as follows:

WHEREAS, the Governmental Accounting Standards Board's Statement No. 54 defines committed fund balance as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Council; and

WHEREAS, Council action is required before year end to formalize the commitment of fund balance to specified purposes; and

WHEREAS, those committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action it employs to previously commit those amounts;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that specific portions of fund balance are committed as follows:

Fund	Description	Purpose	Amount
Franchise Fee	Pavement Management (Public Works)	Accounts for franchise fees collected on gas and electric services	100%

Adopted by the City of Inver Grove Heights this 9th day of April 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Plans & Specifications for the 2018 West Rink Floor Project and Authorizing Advertisement of Bids

Meeting Date: April 9, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other

PURPOSE/ACTION REQUESTED

Approve Plans and Specifications for the 2018 West Rink Floor Project and Authorize Advertisement of Bids.

SUMMARY

The Veterans Memorial Community Center opened in 1996 and has provided local hockey and skating enthusiasts a significant improvement over the former IGH Bubble. In 2017 we made improvements to the East Rink which included the rink floor, dasher board system, and ADA modifications.

In February of this year the City Council approved a Joint Powers Agreement (JPA) with the City of Rosemount for improvements to the West Rink. Under the terms of the agreement, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period.

The project is funded internally with an interest free loan from the Central Equipment Fund and paid back over a 10-year period from the Host Community Fund paying 10% and the City of Rosemount paying 90%. The project includes the replacement of the existing piping system and concrete floor. The anticipated costs are as follows:

Probable Costs

	East Rink
Removal concrete rink demolition	\$75,000
New concrete rink floor	\$550,000
Miscellaneous electrical	\$8,000
New transmission main to refrigeration room	\$50,000
8% construction contingency	\$55,000
Project Engineering, Design, Construction Fees	\$39,300
Total Project Estimate	\$777,300

Stevens Engineering has prepared the preliminary plans (attached). Final plans will be completed in the near future. The project will be advertised in the Southwest Review on March 8th and 15th. The schedule is as follows:

May 1 st	Open Bids
May 15 th	Rosemount City Council Review/Approval
May 29 th	Inver Grove Heights City Council Review/Approval
June 1 st	Take ice out
June – September	Construction
October 10 th	Make ice
November 1 st	Open rink to use

ADVERTISEMENT FOR BID

City of Inver Grove Heights
Veterans Memorial West Rink Project

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that sealed Bids will be received by the City of Inver Grove Heights, Minnesota, in the Office of the City Clerk in City Hall at 8150 Barbara Ave, Inver Grove Heights, MN 55077, until 2:00 P.M., CST on Tuesday, May 1, 2018, at which time they will be publicly opened and read aloud for the furnishing of all labor, materials, and all else necessary for the following:

West Rink Floor Replacement

Work generally consists of removing the existing concrete ice rink floor for the west rink; partial demolition of the equipment room piping; constructing a new concrete ice rink floor; new transmission mains; and connecting to the existing refrigeration system. Work includes demolition, excavation, concrete, piping, insulation, pump modifications, controls, and related items.

A **MANDATORY** Pre-Bid Meeting will be held at 1:00 p.m. at Veterans Memorial Community Center, 8055 Barbara Ave. on Tuesday, April 17, 2018. All bidders intending to submit a bid are required to attend.

Bids shall be received until 2:00 P.M., CST on Tuesday, May 1, 2018. Bids received by the City of Inver Grove Heights, either through the mail or by personal submission, after the time set of receiving them will be returned unopened.

All bids shall be placed in a sealed envelope and labeled **VMCC West Rink Floor Replacement – BID DOCUMENTS – DO NOT OPEN**. Bids may be addressed and delivered to Inver Grove Heights City Hall 8150 Barbara Ave., Inver Grove Heights, MN 55077.

Bidders desiring a copy of the Bidding Documents may obtain them electronically from Quest CDN at <http://www.questcdn.com> (**eBidDoc Number 5679899**) or through Stevens Engineer's website at www.stevensengineers.com. Bidding Documents may be seen at the Inver Grove Heights City Hall and at the Issuing Office of Stevens Engineers, Inc, Consulting Engineers, 2211 O'Neil Road, Hudson, WI 54016 (651) 436-2075.

Direct inquiries to Engineer's Project Manager, Jason Raverty at (651) 436-2075.

No bid will be considered unless sealed and accompanied by a cash deposit, certified check, or bidder's bond payable to the City, in the amount of 5 percent of the amount of the Bid as a guarantee that the bidder will, within fifteen (15) days after notification of the award of contract, enter into an agreement with the City and furnish a bond for the full amount of the contract as provided for by law. This deposit will be subject to forfeiture as provided by law and must accompany each Bid in accordance with the Instructions to Bidders.

Contractors should be aware that any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria established for the "responsible contractor" as defined in Minn Stat. 16C.285, subd.3 or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A false statement under oath verifying compliance with any of the minimum criteria shall make the prime contractor, subcontractor, or motor carrier that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits a false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project.

The bidder or sub-bidder shall be responsible for completeness and adequacy of the documents requested.

The City reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 60 days

after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 60 days after the date and time set for the Opening of Bids.

The City reserves the right to reject any and all Bids, to waive irregularities and informalities therein, and further reserves the right to award the Contract to the best interests of the City.

Michelle Tesser
City Clerk

Published in the Southwest Review on 4/8 and 4/15

**PRELIMINARY PLANS
FOR
WEST RINK FLOOR IMPROVEMENTS**

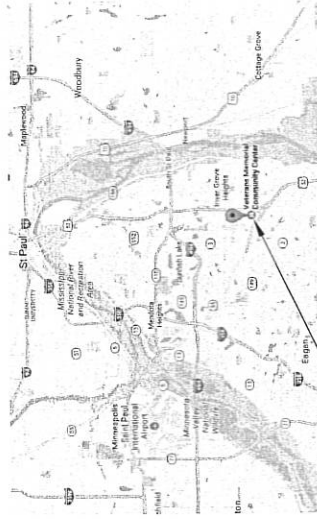
VETERANS MEMORIAL COMMUNITY CENTER WEST RINK FLOOR REPLACEMENT INVER GROVE HEIGHTS, MN



Stevens
ENGINEERS • PLANNERS • SURVEYORS
3271 CENTRAL EXPRESSWAY, SUITE 200
FARMINGTON, MN 55025
PH: 507-251-8800 FAX: 507-251-8801
WWW.STEVENS-ENGINEERS.COM

SHEET INDEX

- | | |
|-------|---|
| G001 | INDEX SHEET |
| R001 | ICE RINK LEGENDS, SYMBOLS & ABBREVIATIONS |
| RD100 | ICE RINK FLOOR DEMOLITION PLAN |
| R100 | ICE RINK SUBFLOOR HEATING PLAN |
| R101 | ICE RINK FLOOR PLAN |
| R102 | PIPE ROUTING PLAN |
| R500 | ICE RINK SECTIONS AND DETAILS |
| R501 | ICE RINK SECTIONS AND DETAILS |
| R502 | ICE RINK SECTIONS AND DETAILS |



ADDRESS OF FACILITY
VETERANS MEMORIAL COMMUNITY CENTER
8655 EAST BARBARA AVE.
INVER GROVE HEIGHTS, MN 55077

SITE LOCATION

Project
**WEST RINK
FLOOR REPLACEMENT**

Location
**VETERANS MEMORIAL COMM. CENTER
INVER GROVE HEIGHTS, MN**

Certification:
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.

Signature
Registration Number 40921
Date XXXX/XX/XX

Drawn By AMT
Checked By SAW
Project No. 900-18-302
Date 3/30/2018
Scale:



Revisions:	
No.	Date

**FINAL DESIGN
DOCUMENTS**

INDEX SHEET

Sheet Title:

Sheet No:

G001

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LEGEND		SYMBOLS		ABBREVIATIONS	
EXISTING	CENTER LINE	[Symbol]		ALT	ALTERNATE
	SPOT ELEVATIONS	[Symbol]		AMP	AMPERE
PROPOSED	FLOW ARROW	[Symbol]		APPROX	APPROXIMATE
	BURIED / COVERED	[Symbol]		ARCH	ARCHITECT / ARCHITECTURAL
EXISTING	FENCE	[Symbol]		BHP	BREAK HORSEPOWER
	RISER	[Symbol]		BLDG	BUILDING
PROPOSED	EXISTING MATERIALS TO BE REMOVED	[Symbol]		BTU	BRITISH THERMAL UNIT
	SECTION	[Symbol]		C	CELSIUS
EXISTING	OIL COOLER LINE	[Symbol]		CFM	CUBIC FEET PER MINUTE
	OIL RETURN LINE	[Symbol]		CO	CLEANOUT
PROPOSED	HIGH PRESSURE LIQUID REFRIGERANT	[Symbol]		CONN	CONNECTION
	LOW PRESSURE LIQUID REFRIGERANT	[Symbol]		CW	COLD WATER
EXISTING	LOW PRESSURE GAS/VAPOR REFRIGERANT	[Symbol]		DEMO	DEMOLITION
	LOW PRESSURE GAS/VAPOR REFRIGERANT	[Symbol]		DIA	DIAMETER
PROPOSED	EQUALIZATION LINE	[Symbol]		DWG	DRAWING
	VENT LINE	[Symbol]		DX	DIRECT EXPANSION
EXISTING	BRINE SUPPLY	[Symbol]		EA	EACH
	BRINE RETURN	[Symbol]		ELEC	ELECTRIC
PROPOSED	GLYCOL SUPPLY	[Symbol]		ELEV	ELEVATION
	GLYCOL RETURN	[Symbol]		EQUIP	EQUIPMENT
EXISTING	PROPYLENE GLYCOL SUPPLY	[Symbol]		EX	EXISTING
	PROPYLENE GLYCOL RETURN	[Symbol]		EXH	EXHAUST
PROPOSED	CONDENSER WATER SUPPLY	[Symbol]		F	FAHRENHEIT
	CONDENSER WATER RETURN	[Symbol]		FD	FLOOR DRAIN
EXISTING	COLD WATER SUPPLY	[Symbol]		FFE	FINISHED FLOOR ELEVATION
	COLD WATER RETURN	[Symbol]		FT	FOOT OR FEET
PROPOSED	HOT/COLD WATER SUPPLY	[Symbol]		GAL	GALLONS
	HOT/COLD WATER RETURN	[Symbol]		GPM	GALLONS PER MINUTE
EXISTING	FILL LINE	[Symbol]		HDR	HEADER
	DRAIN	[Symbol]		HOPE	HIGH DENSITY POLYETHYLENE
PROPOSED	GAS	[Symbol]		HT	HEIGHT
	SANITARY SEWER BELOW FLOOR	[Symbol]		HR	HOURS
EXISTING	KEYNOTE	[Symbol]		HP	HORSEPOWER
	CONTINUATION - SAME SHEET	[Symbol]		HVAC	HEATING, VENTING, AIR CONDITIONING
PROPOSED	CONTINUATION - SEPARATE SHEET	[Symbol]		HX	HEAT EXCHANGER
		[Symbol]		HZ	HERTZ
EXISTING		[Symbol]		ID	INSIDE DIAMETER
		[Symbol]		INV	INVERT
PROPOSED		[Symbol]		KW	KILOWATT
		[Symbol]		KWH	KILOWATT HOUR
EXISTING		[Symbol]		LBS	POUNDS
		[Symbol]		LF	LINEAR FEET
PROPOSED		[Symbol]		MAX	MAXIMUM
		[Symbol]		MBH	THOUSAND BTU/HOUR
EXISTING		[Symbol]		MCC	MOTOR CONTROL CENTER
		[Symbol]		MIL	MIL
PROPOSED		[Symbol]		MIN	MINIMUM
		[Symbol]		MECH	MECHANICAL
EXISTING		[Symbol]		NA	NOT APPLICABLE
		[Symbol]		NC	NORMALLY CLOSED
PROPOSED		[Symbol]		NO	NORMALLY OPEN
		[Symbol]		NTS	NOT TO SCALE
EXISTING		[Symbol]		OC	ON CENTER
		[Symbol]		OD	OUTSIDE DIAMETER
PROPOSED		[Symbol]		PH	PHASE (ELECTRIC)
		[Symbol]		POLY	POLYETHYLENE PIPE
EXISTING		[Symbol]		PSI	POUNDS PER SQUARE INCH
		[Symbol]		PVC	POLYVINYL PIPE
PROPOSED		[Symbol]		REQD	REQUIRED
		[Symbol]		RH	RELATIVE HUMIDITY
EXISTING		[Symbol]		RM	ROOM
		[Symbol]		RPM	REVOLUTIONS PER MINUTE
PROPOSED		[Symbol]		SF	SQUARE FEET
		[Symbol]		SPEC	SPECIFICATION
EXISTING		[Symbol]		SS	STAINLESS STEEL
		[Symbol]		STD	STANDARD
PROPOSED		[Symbol]		TEMO	TEMPERATURE
		[Symbol]		TP	TYPICAL
EXISTING		[Symbol]		V	VOLTS
		[Symbol]		VFD	VARIABLE FREQUENCY DRIVE
PROPOSED		[Symbol]		W	WITH
		[Symbol]		W/O	WITHOUT

NOTE: NOT ALL SYMBOLS, ABBREVIATIONS OR LINETYPES SHOWN ON THIS SHEET ARE USED IN THIS SET OF DRAWINGS.



Project: **WEST RINK
FLOOR REPLACEMENT**

Location:
VETERANS MEMORIAL COMM. CENTE
INVER GROVE HEIGHTS, MN

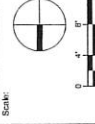
Certification:

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 Engineer under the laws of the State of

E8-609(Rev. 1-78)

Signature	40921
Registration Number	XX/XX/2018

Drawn By	AMT
Checked By	SAW
Project No.	900-18-302
Date	3/30/2018

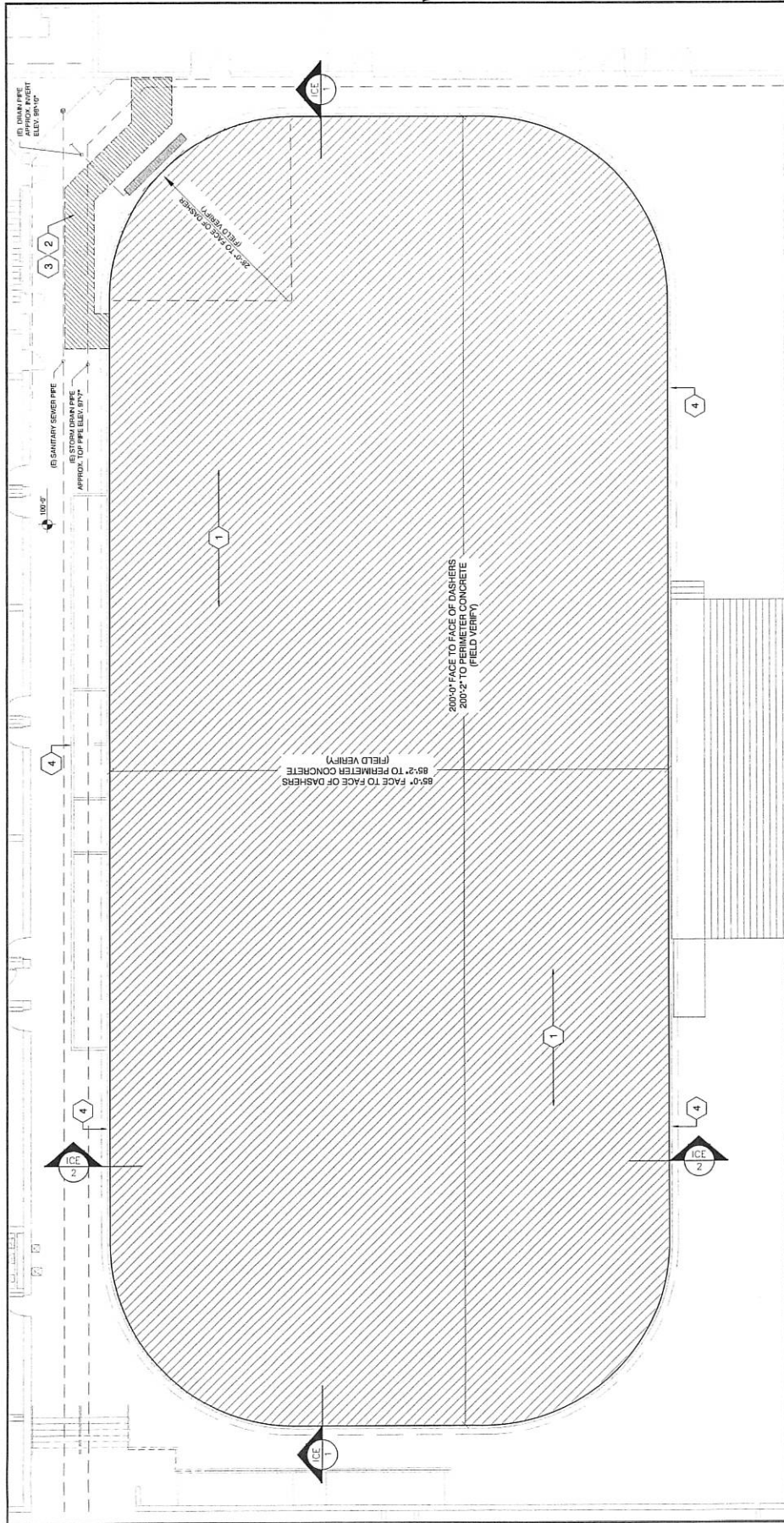


No.	Date	Description

**FINAL DESIGN
DOCUMENTS**

**ICE RINK
FLOOR DEMOLITION PLAN**

Sheet No.: **RD100**



ICE RINK FLOOR DEMOLITION PLAN
Scale: 1/8" = 1'-0"

GENERAL NOTES:

- [illegible]

1. EXISTING CONDITIONS SHALL BE OBSERVED. IF ANY DISCREPANCIES OR UNUSUAL OBSERVATIONS ARE NOTED, THE CONTRACTOR SHALL REPORT THEM IMMEDIATELY TO THE ENGINEER. SUFFICIENT INFORMATION SHALL NOT BE AVAILABLE.
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING WORK. CONTRACTOR SHALL REPORT ANY DISCREPANCIES OR UNUSUAL OBSERVATIONS TO THE ENGINEER. IF THERE ARE DISCREPANCIES BETWEEN THE DRAWINGS AND THE FIELD CONDITIONS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY.
3. DO NOT SCALE DRAWINGS.
4. VERIFY LOCATION OF BURIED UTILITIES PRIOR TO BEGINNING WORK. CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, AND ELEVATION OF NEW AND EXISTING UTILITIES PRIOR TO BEGINNING WORK.
5. WORK SHOWN HATCHED  SHALL BE REMOVED.
6. INSTALL ALL PROTECTING SYSTEMS AS REQUIRED PRIOR TO STARTING DEMOLITION WORK.
7. REMOVE AND DISPOSE OF ALL BRICK, WALLS, HANDICAPING CONCRETE, ELECTRICAL AND OTHER MATERIALS ASSOCIATED WITH EQUIPMENT THAT IS TO BE REMOVED UNLESS OTHERWISE NOTED.
8. DRAIN ALL SYSTEMS PRIOR TO DEMOLITION. DISPOSE OF FLUIDS OFF-SITE OR STORE FLUIDS IN APPROVED CONTAINERS. DISPOSE OF FLUIDS IN ACCORDANCE WITH THE SPECIFICATION.
9. CONTRACTOR TO COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
10. CUT, PATCH AND PAINT EXISTING WALLS, FLOORS AND CEILINGS AS REQUIRED FOR INSTALLATION OF NEW WORK OR REPAIRS OF EXISTING WORK.
11. REMOVE EXISTING WALLS, FLOORS, CEILINGS THROUGHOUT EX. WALLS, FOUNDATION WALLS, OR PRECAST PANELS.

12. REMOVE CURBING AND CURBING AS INDICATED. CAP PIPING SUCH THAT NEW CONSTRUCTION AND FINISHES CAN BE COMPLETED AS NOTED AND REQUIRED.
13. REMOVE CURBING AND CURBING AS INDICATED. CAP PIPING SUCH THAT NEW CONSTRUCTION AND FINISHES CAN BE COMPLETED AS NOTED AND REQUIRED.
14. REMOVE CURBING AND CURBING AS INDICATED. CAP PIPING SUCH THAT NEW CONSTRUCTION AND FINISHES CAN BE COMPLETED AS NOTED AND REQUIRED.
15. PROTECT ALL ELECTRICAL ASSOCIATED WITH EQUIPMENT TO REMAIN.
16. SEE DEMOLITION REQUIREMENTS FOR OTHER ELECTRICAL, MECHANICAL, AND BUILDING SYSTEMS SHOWN ELSEWHERE.
17. PROTECT ALL ELECTRICAL COMPONENTS, CONDUITS, WIRING, ETC. THAT CONFLICT WITH NEW CONSTRUCTION TO AREAS APPROVED BY OWNER AND ENGINEER.
18. PATCH AND PAINT ALL HOLES LEFT BY DEMOLITION.
19. REMOVE AND DISPOSE OF ALL EXISTING ELECTRICAL COMPONENTS, CONDUITS, WIRING, ETC. ASSOCIATED WITH THE DEMOLITION.
20. ALL ITEMS IDENTIFIED TO BE REMOVED SHALL BE DISPOSED OF OFF SITE BY CONTRACTOR, UNLESS OTHERWISE NOTED.



Stevens
ENGINEERS • PLANNERS • SURVEYORS
2211 OTTER ROAD-NORTON, WISCONSIN
715.336.5500
www.stevensengineers.com

Consultants:

Project:
**WEST RINK
FLOOR REPLACEMENT**

Location:
**VETERANS MEMORIAL COMM. CENTER
INNER GROVE HEIGHTS, MN**

Certification:
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.

Signature:
Registration Number: 40921
Date: XX/XX/2018

Drawn By: AMT
Checked By: SAM
Project No: 900-18-002
Date: 3/30/2018
Scale:



Revisions:
No. Date Description

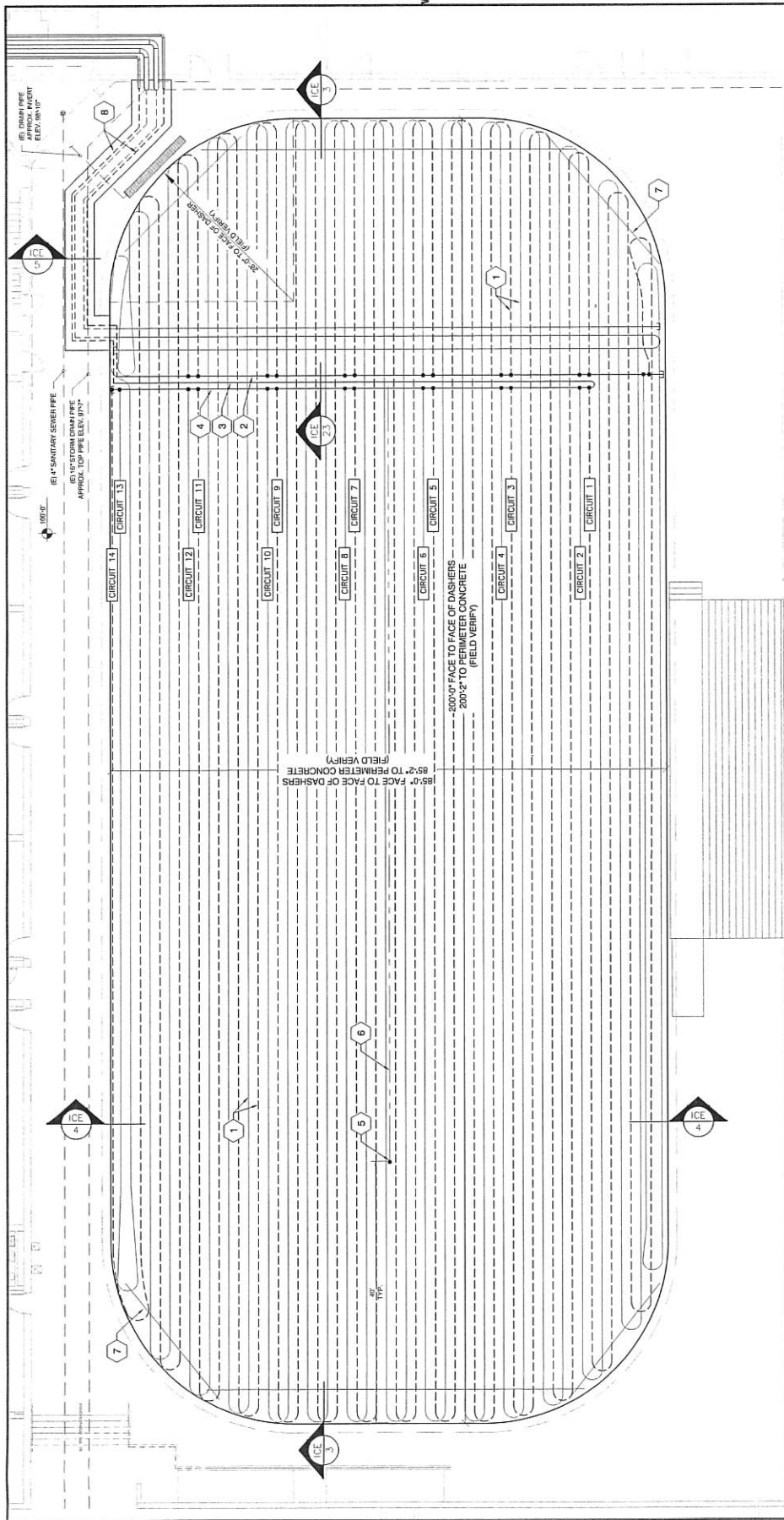
**FINAL DESIGN
DOCUMENTS**

Sheet Title:

**ICE RINK
SUBFLOOR HEATING PLAN**

Sheet No.:

R100



ICE RINK SUBFLOOR PLAN
Scale: 1/8" = 1'-0"

KEY NOTES:

1. FIELD VERIFY LENGTH OF EACH CIRCUIT PRIOR TO ORDERING MATERIALS.
2. FIELD VERIFY ALL DIMENSIONS.
3. EXISTING TO PROVIDE REPAIR/REINFORCEMENT FOR NEW RINK FLOOR AND PERIMETER CONCRETE.
4. PREPARE SUB-GRADE AS SPECIFIED FOR EACH CIRCUIT ON SUB FLOOR RINK PIPING.
5. REINSTALL EXISTING SAND/FOR SUBFLOOR HEATING SYSTEM.
6. PROVIDE ADDITIONAL SAND FOR REPAIR/REINFORCEMENT OF EXISTING RINK PIPING AND DISPOSE OF EXCESS SOIL OFF SITE.
7. PIPING SHOWN IN SCHEMATIC FORM.
1. 3/4" POLY SDR 11 TUBING @ 18" OC.
2. 2" POLY SDR 11 SUPPLY HEADER.
3. 2" POLY SDR 11 REVERSE RETURN HEADER.
4. 2" POLY SDR 11 RETURN HEADER.
5. ICE AND SUB-FLOOR TEMPERATURE SENSOR BOX & CONDUIT. SEE DETAIL ICE-3.
6. 1/2" SCH. 80 PVC CONDUIT & CABLES BELOW FLOOR INSULATION TO ICE EQUIPMENT ROOM.
7. 24 REBAR (TYP.) THE PIPE TO REBAR AT EACH CIRCUIT.
8. 2" FIBER POLYETHYLENE GLASS FIBER TRANSMISSION MAINS. SEE R102 FOR CONTINUATION.



Abstract: The aim of this study was to determine the effect of a 24-week interval training program on the aerobic capacity of young women. The subjects were 12 young women (mean age 20.2 years) who were randomly divided into two groups: an interval training group (IT) and a control group (C). The IT group performed a 24-week interval training program consisting of 12 sessions of 20 minutes of interval training, 3 times a week. The C group performed a 24-week control program consisting of 12 sessions of 20 minutes of low-intensity continuous training, 3 times a week. The IT group showed a significant increase in aerobic capacity (VO₂max) and a significant decrease in heart rate (HR) and resting heart rate (HR_{rest}) compared to the C group. The IT group also showed a significant increase in the time to exhaustion (T_{ex}) and a significant decrease in the heart rate at exhaustion (HR_{ex}) compared to the C group. The IT group showed a significant increase in the time to exhaustion (T_{ex}) and a significant decrease in the heart rate at exhaustion (HR_{ex}) compared to the C group. The IT group showed a significant increase in the time to exhaustion (T_{ex}) and a significant decrease in the heart rate at exhaustion (HR_{ex}) compared to the C group.



- [illegible]

- [illegible]

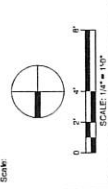
Project:
**WEST RINK
FLOOR REPLACEMENT**

Location:
**VETERANS MEMORIAL COMM. CENTER
INNER GROVE HEIGHTS, MN**

Certification:
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.

Registration Number: 40821
Date: 03/02/2018

Drawn By: AMT
Checked By: SAW
Project No.: 900-18-302
Date: 3/02/2018

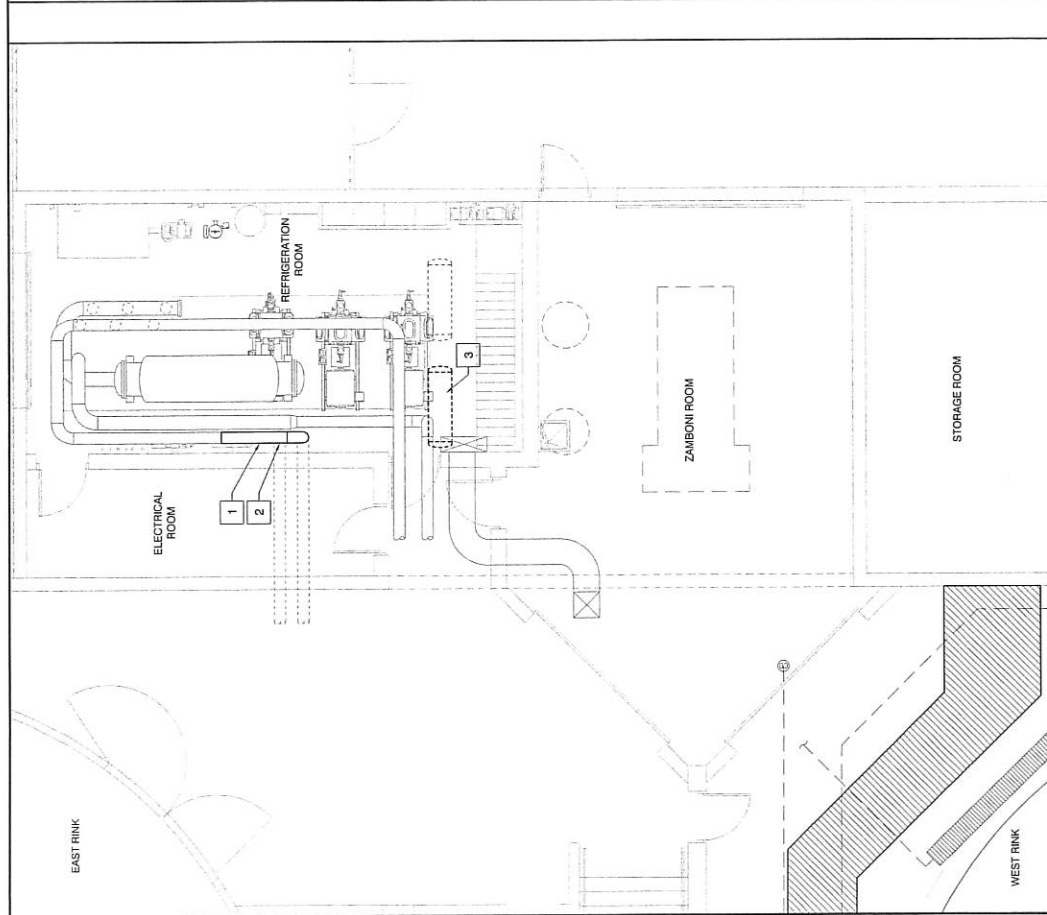
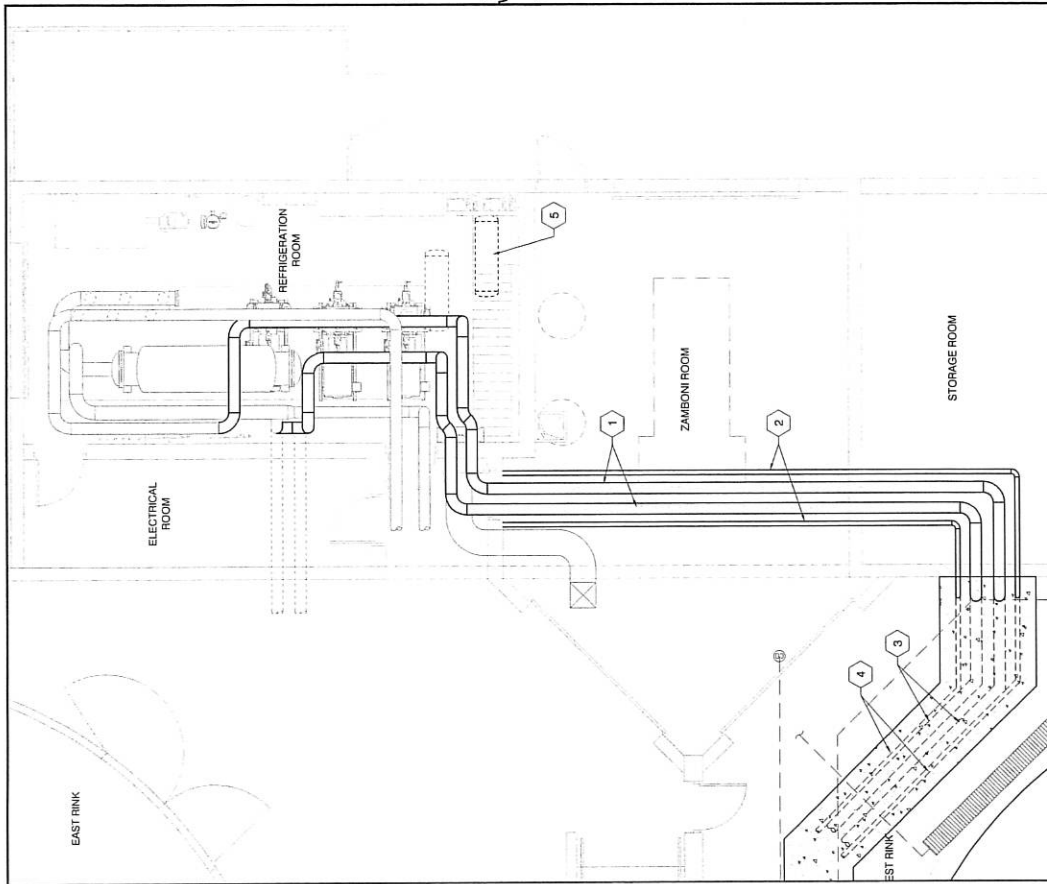


No.	Date	Description

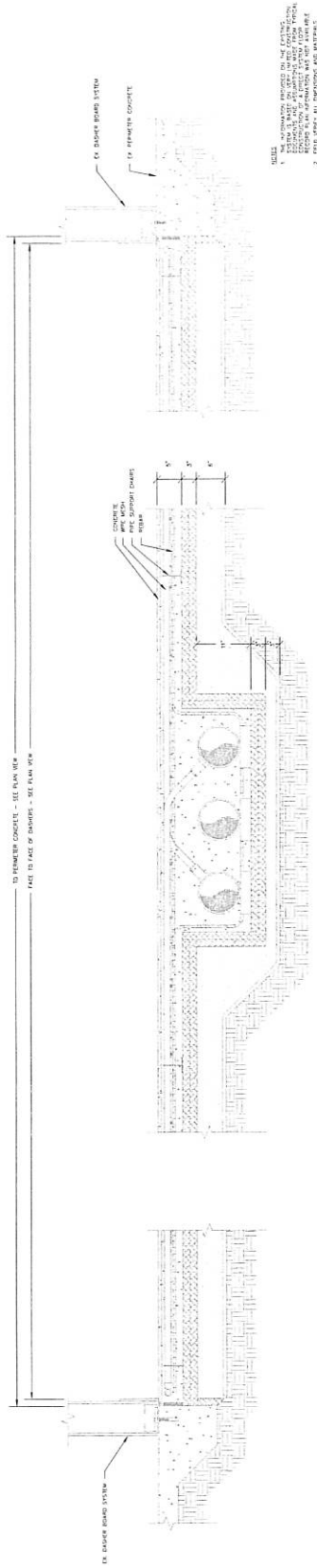
**FINAL DESIGN
DOCUMENTS**

Sheet Title:
**REFRIGERATION ROOM
PLAN**

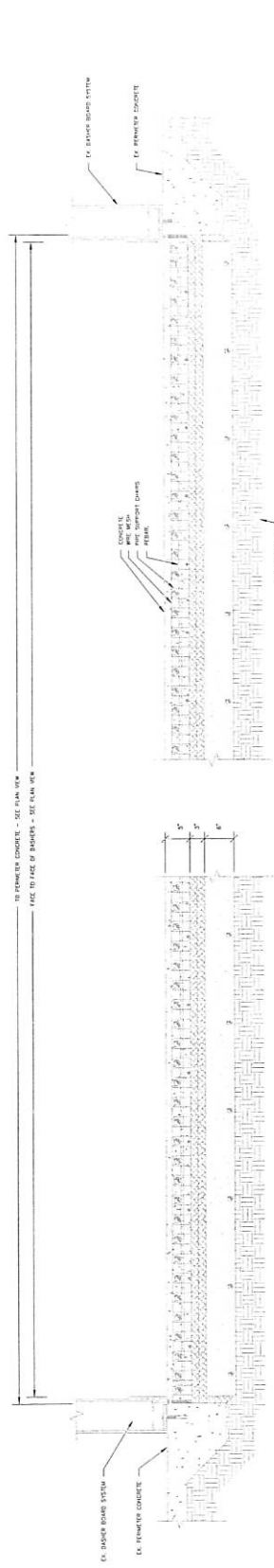
Sheet No.:
R102



GENERAL NOTES:	DEMOS KEY NOTES:	NEW WORK KEY NOTES:
- FIELD VERIFY ALL DIMENSIONS. - PIPING SHOWN IN SCHEMATIC FORM. - COORDINATE ALL WORK WITH BID PACKAGE 2 AND BID PACKAGE 3 CONTRACTORS.	- REMOVE AND DISPOSE OF EXISTING WEST RINK SUPPLY MAIN FROM FLANGE AT FLOOR TO NEW PIPE CONNECTION POINT. - REMOVE AND DISPOSE OF EXISTING WEST RINK RETURN MAIN FROM FLANGE AT FLOOR TO NEW PIPE CONNECTION POINT. - SALVAGE EXISTING EXPANSION TANK FOR RELOCATION.	1" INSULATED STEEL TRANSMISSION MAINS. 3" INSULATED STEEL TRANSMISSION MAINS. 8" BURIED INSULATED POLYETHYLENE TRANSMISSION MAINS. SEE SHEET R101 FOR CONTINUATION. 3" BURIED POLYETHYLENE SUBFLOOR TRANSMISSION MAINS. SEE R100 FOR CONTINUATION. - INSTALL SALVAGED EXPANSION TANK.



ICE EXISTING RINK FLOOR SECTION 1



ICE EXISTING RINK FLOOR SECTION 2



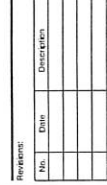
Project: **WEST RINK
FLOOR REPLACEMENT**

Location: **VETERANS MEMORIAL COMM. CENTER
INVER GROVE HEIGHTS, MN**

Certification:
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 Engineer under the laws of the State of Minnesota.

Signature	40921
Registration Number	XX/XX/2018
Date	

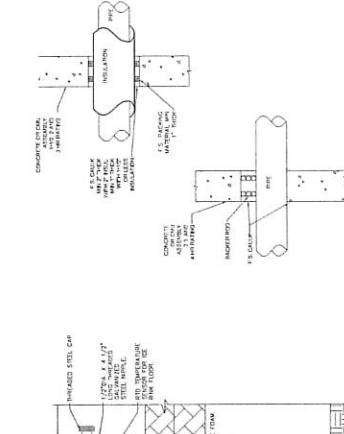
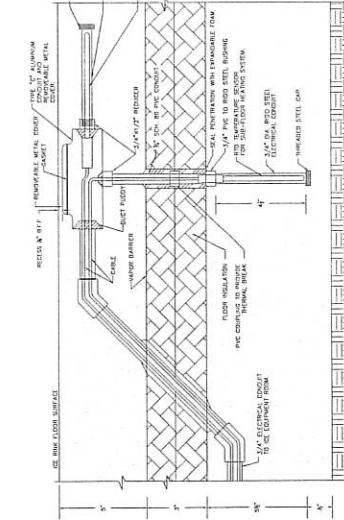
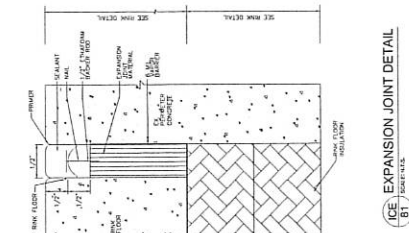
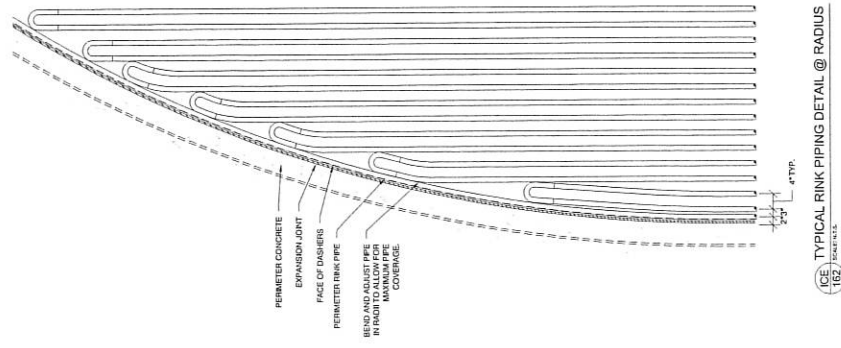
Drawn By	AMT
Check No.	SAW
Project No.	900-18-3022
Date	3/30/2018



**FINAL DESIGN
DOCUMENTS**

Sheet Title: ICE RINK DETAILS & SECTIONS

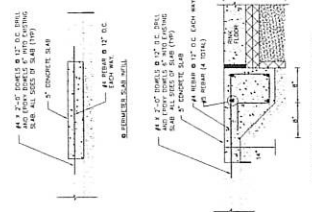
Sheet No.: **R502**



ICE 81 EXPANSION JOINT DETAIL SCALE: 1/4"=1'-0"

ICE TEMPERATURE SENSOR DETAIL
83 SCALE 1/16"

ICE PIPE PENETRATIONS AT FLOOR OR WALL



EXPOSED ITEM	TYPE	INCHES	HOIST TYPE	HOIST SPEED
PIPE UP TO 1 1/2" DIA	5	1 1/2"	2	WHITE
PIPE 1 1/2" TO 2" DIA COLD BRINE, GALV. AND HET	5	2"	2	WHITE
PIPE 1 1/2" TO 2" DIA. WARM BRINE, GALV.	5	2"	2	WHITE
PIPE 1 1/2" TO 2" DIA. COLD BRINE, GALV.	5	2 1/2"	2	WHITE
PIPE 5" TO 8" DIA. COLD BRINE, GALV.	5	2 1/2"	2	WHITE
PIPE 10" AND UP DIA. COLD BRINE, GALV.	5	3"	2	WHITE
VALVES (WHERE PIPE IS INSULATED)	5	3"	2	WHITE AS PER 2
PIPE FLANGES	3	2"	NOSE	-
CHILLER AND SHIELD DRAIN	5	3"	2	WHITE
HEAT EXCHANGERS	5	2"	NOSE	-
WATER BRING	5	1"	NOSE	-
BIURED ITEM				
SHOW MELT IN SYSTEM BRING	5	2"	3	WHITE
SHOW MELT IN HEAT SYSTEM BRING	NOSE	-	NOSE	-
BIIRD (20,000) BRING TO/SHOW BRK FLOR	5A	2 1/2"	NOSE	BIIRD SPEED
CHECK SPECIFICATIONS FOR REQUIRED COATING ON BIURED STEEL				
CHECK SPECIFICATIONS FOR REQUIRED COATING ON BIURED STEEL				

ICE TYPICAL RINK PIPING DETAIL @ RADIUS
162 SCALE 1/4" = 1'-0"

ICE CONCRETE INFILL DETAIL

ICE
117

ICE INSULATION SCHEDULE
163 SCHEDULES

PRELIMINARY PLANS FOR DASHER BOARDS IMPROVEMENTS

The City will utilize the National Joint Powers Agreement (NJPA) to purchase and install the dasher board system. This will be a separate contract with Becker Arena Products and will be in front of the City Council at a up-coming Council meeting.

- The new dasher boards in the West Rink will be the same color scheme as the new dasher boards in the East Rink (yellow kick plate, white dasher, red rail). The difference between the East rink and West rink will be that the East Rink has 8' glass all the way around the rink. The West Rink will have 6' glass all the way around the rink (currently the West Rink glass is 4' on the ends and 3'6" on the sides).
- Based on the fact that the West rink is used for soccer/lacrosse/etc. 8 months out of the year, we will also be putting netting up all the way around the rink to keep pucks/balls from leaving the playing surface.
- The East Rink the goal line was moved to 11' to conform with the USA Hockey specifications. We will be doing the same on the West Rink.

Project: **BID PACKAGE 2
WEST RINK
DASHER REPLACEMENT**
Location: **VETERANS MEMORIAL COMM. CENTER
INVER GROVE HEIGHTS, MN**

Specification: **40821**
Registration Number: **XXXXXX/2018**
Date: **3/17/2017**

Drawn By: **AMT**
Checked By: **SAW**
Project No.: **903-18-000**
Date: **3/17/2017**

Scale: **1/8" = 1'-0"**
North Arrow: 

Revision:

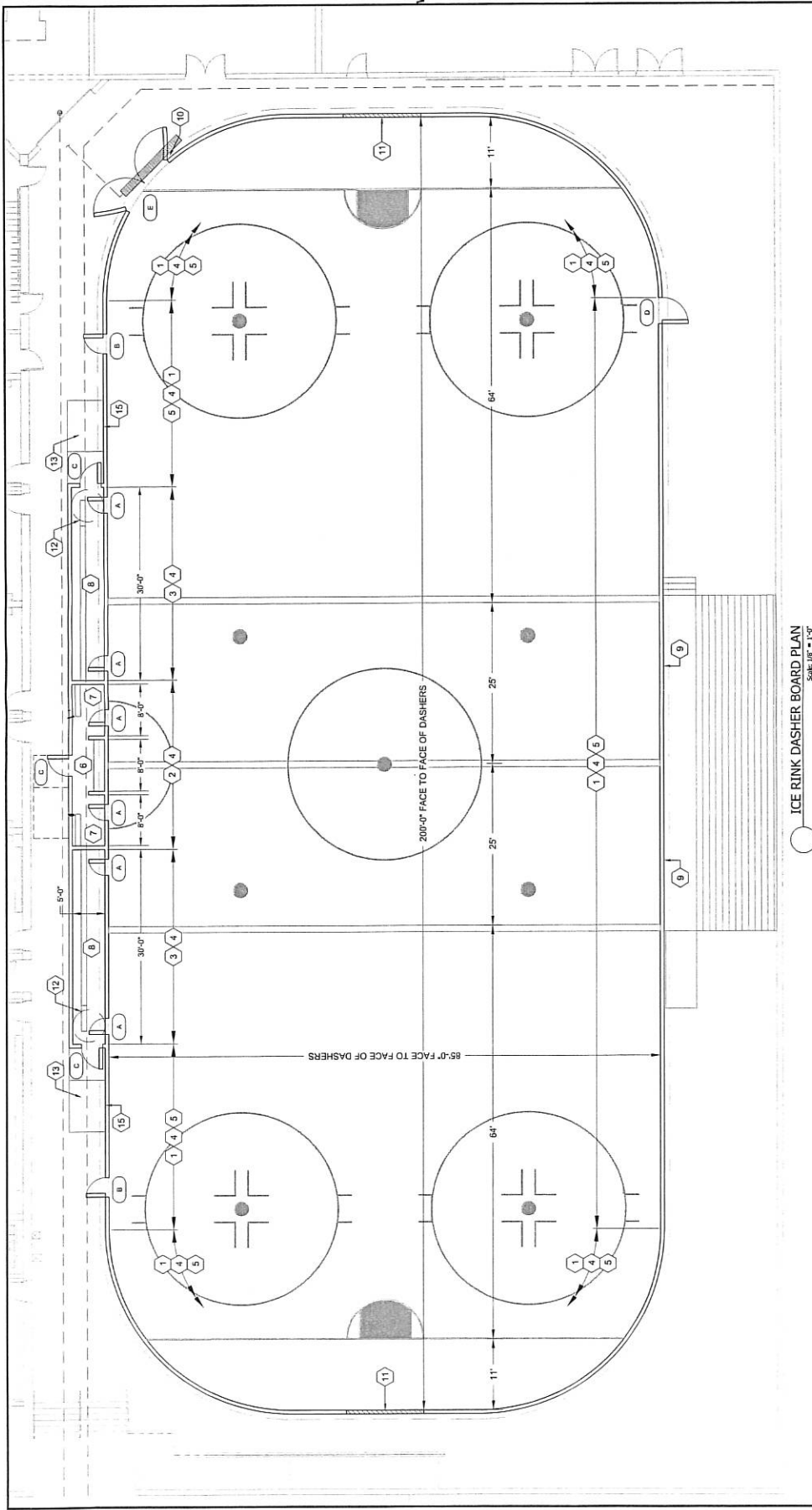
No.	Date	Description

**PRELIMINARY
DOCUMENTS**

Sheet Title: **ICE RINK
DASHER BOARD PLAN**

Sheet No.: **DB100**

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ICE RINK DASHER BOARD PLAN
Scale: 1/8" = 1'-0"

DASHER BOARD GATE SCHEDULE

GATE MARK	QTY.	GATE WIDTH	THRESHOLD HEIGHT	POLY THICKNESS
A	6	2'-0"	9"	1"
B	2	3'-0"	3"	1"
C	3	3'-3 1/2"	8"	1"
D	1	4'-0"	2"	3/4"
E	2	10'-0"	2"	3/4"

GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS PRIOR TO MANUFACTURING.
2. SPECIFIED SHIELDING HEIGHT SHALL BE MEASURED FROM TOP OF TOPSILL TO TOP OF SHIELDING.
3. RUBBER FLOORING TO BE FURNISHED AND INSTALLED IN ALL OUTSIDE AREAS OF RINK. COORDINATE WITH ARCHITECTURAL TO MATCH ADJACENT AREAS.
4. ICE PART AND MARKINGS BY OWNER.

KEY NOTES:

1. 8" HIGH TEMPERED GLASS SHIELDING WITH ALUMINUM POST SUPPORTS.
2. 6" HIGH TEMPERED GLASS SHIELDING WITH ALUMINUM POST SUPPORTS ON FRONT, BACK AND SIDES.
3. NO SHIELDING ON FRONT WALL, 6" HIGH TEMPERED GLASS ALUMINUM POST SUPPORTS ON BACK AND SIDE WALLS.
4. BACKER.
5. 15" HIGH BLACK NYLON NETTING, SEE DETAIL DB-46 FOR CONNECTION TO SHIELDING.
6. SCORERS BENCH WITH 18" WIDE POLY CARPET AND 2" PROVIDE POLY ENCLOSURE BENEATH SCORERS BENCH. PROVIDE 18" WIDE POLY CARPET AND 2" PROVIDE POLY ENCLOSURE BENEATH SCORERS BENCH. PROVIDE 18" WIDE POLY CARPET AND 2" PROVIDE POLY ENCLOSURE BENEATH SCORERS BENCH.
7. PENALTY BOX WITH 18" WIDE POLY CARPET AND 2" PROVIDE POLY ENCLOSURE BENEATH SCORERS BENCH.
8. PLAYERS BOX WITH 30" LONG BENCH AND 27" LONG ELEVATED COACHES PLATFORM (TYP. OF 2).
9. EXTERNAL 1/4" POST (TYP. OF 4).
10. 12" WIDE REMOVABLE DASHER SECTION FOR SOCCER NETS. (FIELD VERIFY EXACT WIDTH WITH OWNER).
11. EXTERNAL 1/4" POST (TYP. OF 4).
12. EXTERNAL 1/4" POST (TYP. OF 4).
13. ADA RAMP AND LANDING WITH RUBBER FLOORING. ADA RAMP AND LANDING WITH RUBBER FLOORING. ADA RAMP AND LANDING WITH RUBBER FLOORING.
14. DASHER BOARD CONTRACTOR TO FURNISH AND INSTALL 1/4" STEEL PLATE BACKER AND OTHER PLATES TO BE FIELD INSTALLED TO MATCH RAILING MANUFACTURER INSTALLER. RAILINGS BY OTHERS.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
*BRIDGET McCaULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA
ΔALSO ADMITTED IN ARIZONA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 4, 2018
RE: Release of Tree Replacement Agreement Related to Lot 8, Block 2, Concord Hills; April 9, 2018 Council Meeting

Section 1. Background. A *Tree Replacement Agreement Relating to Plat of Concord Hills* was entered into on January 26, 2009, and recorded on May 21, 2009, as Dakota County Document No. T644048 (Torrens) and Document No. 2658442 (Abstract).

The Tree Replacement Agreement (Agreement) sets forth certain requirements relating to tree replacement for the 25 individual lots within the plat of Concord Hills, as the individual lots are purchased from the developer. The Agreement requires that each individual lot within the plat of Concord Hills plant two (2) trees on the respective lot before a certificate of occupancy may be issued by the City for the lot.

Section 2. Release of Tree Replacement Agreement. The owner of Lot 8, Block 2, Concord Hills, Dakota County, Minnesota has requested that the City release the Agreement since the owner has met the tree replacement requirement contained in the Agreement and because the Agreement is an encumbrance on the property.

The City has confirmed that all of the obligations under the Agreement have been satisfied and the Agreement may be released.

Section 3. Council Action. At the April 9, 2018 Council meeting, the Council will be asked to consider the attached *Release of Tree Replacement Agreement Relating to Plat of Concord Hills Recorded as Dakota County Document No. T644048 (Torrens) and 2658442 (Abstract) from Lot 8, Block 2, Concord Hills*. The release document is attached to this memo. A copy of the underlying Tree Replacement Agreement is also attached for reference.

**RELEASE OF TREE REPLACEMENT AGREEMENT RELATING TO PLAT OF
CONCORD HILLS RECORDED AS DAKOTA COUNTY DOCUMENT NO. T644048
(TORRENS) AND DOCUMENT NO. 2658442 (ABSTRACT)
FROM LOT 8, BLOCK 2, CONCORD HILLS, DAKOTA COUNTY, MINNESOTA**

This RELEASE OF TREE REPLACEMENT AGREEMENT RELATING TO PLAT OF CONCORD HILLS RECORDED AS DAKOTA COUNTY DOCUMENT NO. T644048 (TORRENS) AND DOCUMENT NO 2658442 (ABSTRACT) FROM LOT 8, BLOCK 2, CONCORD HILLS, DAKOTA COUNTY, MINNESOTA (hereafter "Release") is executed and delivered as of the 9th day of April, 2018, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, a Tree Replacement Agreement Relating to Plat of Concord Hills was entered into on January 26, 2009, and recorded on May 21, 2009, as Dakota County Document No. T644048 (Torrens) and Document No. 2658442 (Abstract) (hereafter the "Agreement").

WHEREAS, the Agreement sets forth certain requirements relating to tree replacement for the 25 individual lots within the plat of Concord Hills, as the individual lots are purchased from the developer. The Agreement requires that each individual lot within the plat of Concord Hills plant two (2) trees on the respective lot before a certificate of occupancy may be issued by the City for the lot.

WHEREAS, the owner of Lot 8, Block 2, Concord Hills, Dakota County, Minnesota has requested that the City release the Agreement since the owner has met the tree replacement requirement contained in the Agreement and because the Agreement is an encumbrance on the property.

WHEREAS, the City has confirmed that the owner of Lot 8, Block 2, Concord Hills has met the tree replacement requirements and the Agreement may be released from Lot 8, Block 2, Concord Hills.

WHEREAS, the Agreement will remain in full force and effect for all of the lots within the plat of Concord Hills except for Lot 8, Block 2, Concord Hills.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The tree replacement obligations under the Agreement with respect to Lot 8, Block 2, Concord Hills, Dakota County, Minnesota have been met and Lot 8, Block 2, Concord Hills, Dakota County, Minnesota may be released from the Agreement.
2. The City hereby releases Lot 8, Block 2, Concord Hills, Dakota County, Minnesota from the Tree Replacement Agreement Relating to Plat of Concord Hills was entered into on January 26, 2009, and recorded on May 21, 2009, as Dakota County Document No. T644048 (Torrens) and Document No. 2658442 (Abstract).
3. The fee owner of Lot 8, Block 2, Concord Hills may record this Release with the Dakota County Recorder.
4. The Agreement will remain in full force and effect for all of the lots within the plat of Concord Hills except for Lot 8, Block 2, Concord Hills, Dakota County, Minnesota.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

Attest: _____
Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of April, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser 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 Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed 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

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

Receipt#: 47136

ABSTRACT FEE
ATT COPY

\$46 00
\$2 00

2658442



Recorded on: 5/21/2009 08:00:08AM
By RMS, Deputy

Receipt#: 47136

TORRENS FEE
ATT COPY

\$46 00
\$2 00

T644048



Recorded on: 5/21/2009 08:00:20AM
By RMS, Deputy

Certificate #: 118813

Return to
DCA TITLE
1250 WEST HWY 55
HASTINGS, MN 55033

Joel T Beckman County Recorder
Dakota County, MN

Return to
DCA TITLE
1250 WEST HWY 55
HASTINGS, MN 55033

Joel T Beckman Registrar of Titles
Dakota County, MN

8-10

10-13

TREE REPLACEMENT AGREEMENT RELATING TO
PLAT OF CONCORD HILLS

THIS TREE REPLACEMENT AGREEMENT (Agreement), is made this 26th day of January, 2009, by and between Danner Family Limited Partnership, a Minnesota limited partnership, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City"

WHEREAS, Landowner is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, the Property is subject to the obligations for specified tree replacement as set forth and described in the Development Contract between City and Landowner dated January 26, 2009, and as described in City Ordinance No. 1147, attached hereto as Exhibit B (collectively referred to as the "Requirements").

WHEREAS, as a condition of the City granting approval of the development plans associated with the Property, the City has required that Landowner make a cash payment to the City in the amount of \$24,800 ("Cash Payment") in partial fulfillment of the obligations of Landowner to comply with the Requirements.

WHEREAS, as a condition of the City granting approval of the development plans associated with the Property, the City has required that Landowner file a letter of credit with the City in the amount of \$34,215 ("Letter of Credit Amount") in partial fulfillment of the obligations of Landowner to comply with the Requirements.

WHEREAS, as a condition of the City granting approval of the development plans associated with the Property, as well as issuing a certificate of occupancy to each individual lot located with the Property, the City has required that Landowner deposit a cash escrow in the amount of \$8,000 ("Escrowed Funds") with the City to partially secure the obligations of Landowner to comply with the Requirements.

WHEREAS, the Cash Payment, Letter of Credit Amount and Escrowed Funds each address separate tree replacement obligations under the Requirements. The Cash Payment, Letter of Credit Amount and Escrowed Funds are not duplicative of each other, but rather are separate payment or security for distinct obligations under the Requirements.

WHEREAS, the Escrowed Funds are meant to secure performance of the obligations to plant at least two (2) trees for each lot of the Property in addition to the plat landscaping trees which are being installed pursuant to the Letter of Credit Amount.

WHEREAS, no certificate of occupancy for any lot of the Property will be granted until at least two (2) trees on the particular lot have been installed pursuant to the Requirements.

WHEREAS, subject to reduction of the Escrowed Funds from time to time, the City will hold the Escrowed Funds until such time as the Requirements are satisfied.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the receipt and sufficiency of which being hereby acknowledged, the parties hereto hereby agree as follows:

- 1 **Cash Payment.** Upon execution of this Agreement, Landowner hereby agrees to make a cash payment to the City in the amount of \$24,800 to partially satisfy the Requirements.
- 2 **Letter of Credit Amount.** Pursuant to the Development Contract dated January 26, 2009, between City and Landowner, Landowner hereby agrees upon execution of this Agreement to deposit with the City a letter of credit in the amount of \$34,215 to partially satisfy the Requirements. The release of the letter of credit is subject to the terms and conditions of the Development Contract.
3. **Escrowed Funds.** Upon execution of this Agreement, Landowner hereby agrees to deposit a cash escrow with the City in the amount of \$8,000 (Escrowed Funds) to partially satisfy the Requirements. The Escrowed Funds may be co-mingled with other City accounts. Landowner shall not receive any interest on the Escrowed Funds.

The Escrowed Funds were calculated on the basis of the Landowner planting two (2) trees on each of the 25 lots constituting the Property. For purposes of the Escrowed Funds, the amounts of the Escrowed Funds were calculated on the basis of \$160.00 per tree multiplied by fifty (50) trees. The two (2) trees per lot are in addition to the plat landscaping trees that must be planted under the Letter of Credit Amount.

If on a particular lot the two (2) trees are planted, then the City will release \$320.00 of the Escrowed Funds for that particular lot; the \$320.00 will be released to Danner Family Limited Partnership, a Minnesota limited partnership. The Escrowed Funds, as reduced from time to time as set forth above, shall be retained by the City until all of the twenty-five (25) lots constituting the Property have been planted with at least two (2) trees per lot in addition to the trees that are

being installed pursuant to the Letter of Credit Amount. The two (2) trees that are being installed per lot must meet the size and species specifications of the Requirements.

4. **No Certificate of Occupancy Until Requirements Met.** No certificate of occupancy shall be issued for any lot in the Property unless the Landowner has planted two (2) trees on the particular lot that meet the Requirements, the two (2) trees per lot are in addition to the plat landscaping trees that must be planted under the Letter of Credit Amount.
5. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Agreement.
6. **Recording.** Landowner shall record this Agreement with the Dakota County Recorder against the Property immediately after the plat of Concord Hills is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.
7. **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Property and shall be binding upon the parties and the heirs, successors, administrators and assigns of the parties.
8. **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.

9. **Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota
10. **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.

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

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year aforesaid by their duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: George Tourville
George Tourville, Mayor

ATTEST:

Melissa Rheaume
Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA)

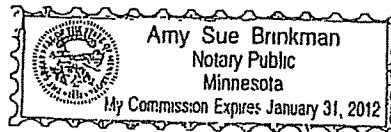
ss.

City of Inver Grove Heights

COUNTY OF DAKOTA)

On this 23rd day of February, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality

Amy Sue Brinkman
Notary Public

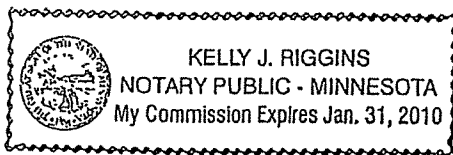


DANNER FAMILY LIMITED PARTNERSHIP

By: Marlon L. Danner
Marlon L. Danner
Its General Partner

STATE OF Minnesota)
COUNTY OF Dakota) ss. ***Danner Family Limited Partnership***

On this 7th day of February, 2009, before me a Notary Public within and for said County, personally appeared Marlon L. Danner to me personally known, who being by me duly sworn, did say that he is the General Partner of Danner Family Limited Partnership, the limited partnership named in the foregoing instrument, and that said instrument was signed on behalf of said limited partnership by authority of the Board of Governors and said Marlon L. Danner acknowledged said instrument to be the free act and deed of the limited partnership.



Kelly J. Riggins
Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

L:\CLIENTS\1810\81000\13000 - Pass Through\Concord Hills Plat-Danner - 13077\documents\Title Replacement Agreement 1-19-09.doc

EXHIBIT ALEGAL DESCRIPTION OF PROPERTY

The property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lots 1 through 8, Block 1, Concord Hills
Lots 1 through 8, Block 2, Concord Hills
Lots 1 through 6, Block 3, Concord Hills
Lots 1 through 3, Block 4, Concord Hills

pr. A. T.
pr. E. pr.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Cost Share Agreement with Dakota County for the Purchase and Use of Electronic Pollbooks.

Meeting Date: April 9, 2018

Item Type: Consent

Prepared by: Michelle Tesser, City Clerk

Reviewed by: Michelle Tesser, City Clerk

Contact: 651-450-2513

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED:

Consider Approval of Cost Share Agreement with Dakota County for the Purchase and Use of Electronic Pollbooks (ePollbooks).

SUMMARY:

In 2017, Dakota County applied for a grant from the MN Secretary of State (MNSOS) to assist cities with the purchase of ePollbooks. Gary Poser, Executive Director of MNSOS recently stated that the state awarded over \$2.4 million dollars for ePollbooks to 57 counties in Minnesota in 2018.

What are ePollbooks

ePollbooks are computer tablets that replace paper rosters used for checking in voters at polling places. The electronic rosters provide a more efficient check-in experience for voters and election judges.

What are the Benefits

ePollbooks minimize the opportunities for error and decrease the staff time needed for roster preparation prior to Election Day. It will provide for a faster check-in time for voters. It does improve accuracy with voter names, election day registrations and voter counts. The ePollbooks does improve privacy of registered voters because voters cannot see the roster book with other names. ePollbooks have been used successfully in other Minnesota counties.

Grant Details

Dakota County will purchase the ePollbooks from Knowlnk through a state contract on behalf of all 12 large cities in Dakota county.

Grant Costs

The cost for the ePollbooks are as follows:

Total Cost: \$58,099.60
 Grant Funding: \$23,158.65
 County Share: \$17,470.48
 City Share: \$17,470.48

Cost Share Agreement

The city will pay \$17,470.48 in three installments for a three-year period. The cost is covered in the election budget for 2018, 2019 and 2020. Hardware and software maintenance will be covered evenly 50/50 by both the county and the city. The City will store the ePollbooks but

cannot be used for any other reason besides what is identified in the agreement. City Attorney, Tim Kuntz has reviewed and approved the cost share agreement.

ePollbook Image



**COST SHARE AGREEMENT BETWEEN
CITY OF _____ AND COUNTY OF DAKOTA FOR
ELECTION ELECTRONIC POLL BOOKS HARDWARE, SOFTWARE, AND RELATED
SERVICES**

This Agreement is entered into by and between the City of _____ (“City”), [address], and the County of Dakota (“County”) 1590 Highway 55, Hastings, MN 55033. City and County are referred to individually as the “Party” and are collectively referred to as the “Parties.”

WHEREAS, pursuant to Minn. Stat. § 471.59, two or more governmental units, by agreement through action of their governing bodies, may jointly exercise powers common to the governmental units; and

WHEREAS, under Minnesota law the parties are empowered to purchase, use, and maintain electronic poll books, also referred to in law as “electronic rosters”; and

WHEREAS, the County is the recipient of grant funds by the State of Minnesota for the purchase of electronic rosters, subject to a grant match of local funds; and

WHEREAS, the Parties are desirous of partnering for the purchase and implementation of an electronic poll book system through the State of Minnesota cooperative purchasing venture by use of the grant funds and a match of funds by the Parties and other cities in Dakota County who enter into separate Cost Share Agreements with the County.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

I. PURPOSE.

The purpose of this Agreement is to authorize the County to purchase an electronic poll book equipment, software, and related services (collectively, “electronic poll book system”) for use by the Parties and to establish the obligations of the Parties with respect to their implementation, use, and maintenance.

II. TERM.

The term of this Agreement shall commence on the Effective Date, which is the date when all signatures of the Parties are obtained, and shall remain in full force and effect until the Expiration Date, which is the date when the Vendor Contract entered into pursuant to Section III. A. expires or terminates, or unless terminated by law or by the Parties as provided in this Agreement, whichever occurs first.

This agreement may be extended by written mutual agreement of the Parties.

III. DUTIES OF THE COUNTY.

In conformance with the provisions of Minnesota law and, specifically, Minn. Stat. § 16.03, subd. 10, the County will purchase an electronic poll book system through the State of Minnesota Cooperative Purchasing Venture ("CPV") in consultation with the City.

The electronic poll book system purchase will include vendor-supplied technical maintenance and regular maintenance and upgrades of the electronic poll book system, for at least five years from the date of purchase, including assurances of sufficient parts, supplies and accessories, warranty services, and trade-in allowance for all electronic poll book systems owned by the Parties.

- A. Award of Contract. The final decision on the vendor to whom the contract shall be awarded will be made by the Dakota County Board of Commissioners. The contract will be awarded to a vendor whose proposal meets all of the standards for electronic poll book systems required by Minnesota law ("Vendor Contract") and will be purchased through the CPV.
- B. Purchase and Delivery. The County will enter into the Vendor Contract to purchase sufficient electronic poll book system devices for the City using funds awarded to the County in the State of Minnesota Voting Equipment Grant Agreement entered into on or about _____ in the amount of \$260,121.98 ("Grant Funds") and funds provided by the Parties as provided in Section IV. C.
- C. Ownership. The County will own the electronic poll book system purchased pursuant to this Agreement, regardless of where the electronic poll book system may be stored or used.
- D. Acceptance Testing. The electronic poll book system will be delivered to a County location for acceptance testing by the Parties.
- E. Repairs and Maintenance. The County will arrange for all necessary repairs, maintenance and upgrades to the electronic poll book system between elections. When upgrades or other services are to be performed by the County or vendor on any part of the electronic poll book system, the City must transport the devices to a central location if requested by the County.
- F. Licenses. The County will obtain all licenses and other rights necessary for the City to use the election hardware and software for its intended use.
- G. Insurance. The County will include the electronic poll book system on its commercial property casualty insurance coverage.

IV. DUTIES OF THE CITY.

- A. Testing. The City must provide enough staff to test the electronic poll book system for its intended use.
- B. Storage, Handling and Service. The City must provide safe storage and handling of the electronic poll book system when such equipment is in the City's possession. City must transport the devices to and from polling locations. The City must report any needed hardware and software maintenance, in writing, to the County. Any electronic poll book system problems on election days may be reported to the County orally.
- C. Payment. Upon award of the Vendor Contract, the County will first apply the Grant Funds to the purchase of the electronic poll book system packages. The remaining cost after application of the Grant Funds will be divided equally between the County and all cities in Dakota County participating in the purchase of the electronic poll book system through a Cost Share Agreement. For the fifty percent (50%) cost share to be borne by all the cities participating in the purchase, each city is allocated its pro rata share of payment by dividing the total number of electronic poll book system packages purchased by the County by the number of packages purchased for each city's use. The County will notify each participating city of its individual payment amount upon entry into the Vendor Contract. Payment by the City to the County will be made in three equal annual installments, without interest, beginning the first day of the month immediately following delivery of the electronic poll book system packages to the City. The City may prepay installments at any time without penalty.

The City will pay to the County its pro rata share of the annual maintenance costs for the electronic poll book system. Pro rata share of maintenance costs is based on the total number of electronic poll book system packages purchased by the County divided by the number of packages purchased for the City's use. The City will pay the County within 45 calendar days of receipt of an invoice from the County.

- D. Additional Election Hardware and Software. The County will purchase additional election hardware and software to meet the City's needs in connection with the addition of voting precincts to the City. The cost of such election hardware and software will be split equally between the City and the County. The City will pay the County in a lump sum within 45 days of receipt of an invoice from the County.

V. INDEMNIFICATION.

- A. General. The City will defend and indemnify the County, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the use, transport, storage, handling, or maintenance of the electronic poll

book system, which are attributable to City's, or City's elected officials', employees', or agents' intentional, willful, or negligent acts or omissions.

- B. Solicitation and Award. The County will defend and indemnify the City, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the solicitation and award of the Vendor Contract. The County does not warrant nor does it indemnify the City for performance of or failure to perform by the Contract Vendor for the electronic poll book system.
- C. Municipal Tort Claims Act. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

VI. STATE AUDIT.

Under Minn. Stat. § 16C.05, subd. 5, each Party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the Expiration Date of this Agreement.

VII. GOVERNMENT DATA PRACTICES.

For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by the Parties in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security.

Each Party shall provide the other Party with prompt notice of a breach of the security of data defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

The Parties shall promptly notify each other when any third-party requests data related to this Agreement, the electronic poll book system or the Vendor Contract. The Party who originated the data subject to the request will give the Party receiving the request instructions concerning the release of the data to the data requester before the data is released.

VIII. VENUE.

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate court of competent jurisdiction in Dakota County, Minnesota.

IX. TERMINATION.

Parties may mutually agree to terminate Agreement, and such Agreement shall be in writing and memorialized by the undersigned or their successors.

X. MISCELLANEOUS PROVISIONS.

- A. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement, unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.
- B. Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and an assignment agreement, approved and executed by all Parties to this Agreement, or their successors in office.
- C. Amendments. Any amendment to this Agreement must be in writing and is not effective until approved and executed by all of the Parties to this Agreement, or their successors in office.
- D. Waiver. If any Party fails to enforce any provision of this Agreement, such failure does not waive the provision or its right to enforce it.
- E. Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, is binding on any Party.
- F. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

XI. GENERAL CONDITIONS GOVERNING OPERATION OF THE SYSTEM.

- A. City must maintain the agreed to electronic poll book configuration, deployment and minimum distribution levels through 2020.

- B. Devices requiring maintenance must be identified by the City to the County for reporting to the Contract Vendor within 14 days after an election using the procedure agreed to with the County.
- C. City must conduct testing on all devices prior to deployment.
- D. City must follow the County timeline for electronic poll book roster loading and completed file upload after an election.
- E. City must only use the polling place procedures approved by or from the County or the Minnesota Secretary of State.
- F. Electronic poll books are to be utilized for election purposes only, and no other function. Electronic poll books are not to be used to scan ID cards of registered voters.
- G. Voter data of any kind may not be transmitted wirelessly through any device/network/etc. other than the equipment provided for the electronic poll books.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed on their behalf.

COUNTY OF DAKOTA:

CITY OF _____:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Assistant County Attorney/Date
File No. KS-17-386

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License for Kevin Miner with Salon Fusion, 3105 65th St E.

Meeting Date: April 9, 2018
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser
 Reviewed by: N/A

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED: Consider approval of an individual massage therapist license for Kevin Miner at Salon Fusion, 3105 65th Street East.

SUMMARY:

An application has been submitted by Kevin Miner for an individual therapeutic massage license.

Mr. Miner paid the appropriate fees and provided insurance documentation as required by City Code. Mr. Miner completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization.

A background investigation on the applicant revealed no basis for the denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal from Keys Well Drilling Company for Well Pump No. 3 Rehabilitation

Meeting Date: April 9, 2018
 Item Type: Consent
 Contact: Dan Helling, 651.450.2565
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other:

PURPOSE/ACTION REQUESTED

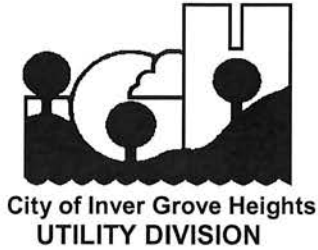
Accept proposal from Keys Well Drilling Company for Well Pump No. 3 rehabilitation.

SUMMARY

The Utilities Division has received proposals for reconditioning the pump at Well No. 3. Mr. Helling's attached memo provides the background information. I recommend approval of the proposal from Keys Well Drilling Company with funding (estimated to be \$24,415) from the approved Water Utility Fund Budget (501.50.7100.512.40042).

SDT/kf

Attachment: Memo from Dan Helling
 Quotes



MEMORANDUM

TO : Scott Thureen
FROM : Dan Helling
SUBJECT : **2014 Well #3 Pump Reconditioning**
DATE : March 29, 2018

Attached are 2 proposals for the reconditioning of Well Pump # 3 located at 6857 Cahill avenue east. Well # 3 was constructed in 1970 and is completed in the Jordan Sandstone formation. The well pump is a submersible type set at 344 feet below grade, this pump was last reconditioned in February of 2012. This is a scheduled maintenance and \$30,000.00 was budgeted for 2018 in Water Fund 40042.

As you are aware, the costs for this type of work can vary depending on the observed condition of the pump and piping once they are removed from the well. I recommend awarding the work to Keys Well Drilling Company based on their proposed estimate of \$ 24,415.00.

Keys Well Drilling Company

1156 Homer Street, St. Paul, MN 55116-3232
651-646-7871 Fax 651-641-0216

Quotation

To: City of Inver Grove Heights
8168 Barbara Ave.
Inver Grove Heights, MN 55077

Date of March 21, 2018
Attention: Mr. Dan Helling
Project: Well Pump # 3
Location: Cahil-No. of 70th

We are pleased to quote you as follows:

Estimate to remove pump, disassemble, inspect, repair and reinstall well Pump # 3

No.	Description	Unit	Est. Qty	Price	Extension
1	Labor to remove and reinstall	Ls	1	8000	8000.00
2	Shop time-clean, inspect, furnish report and recommended repairs	Ls	1	600	600.00
					\$ 8,600.00

Labor and material estimate for repairs

Machine and replace bowl bearings	Ea	7	130	910.00
Fabricate bowl shaft	Ea	1	550	550.00
Machine and replace impeller wear rings	Ea	6	450	2700.00
Column Pipe 10" x 10'	Ea	10	660	6600.00
Column Pipe 10" x 5'	Ea	1	445	445.00
Machine Shop	Hr	8	95	760.00
Additional shop time- sandblast, repair and paint	Hr	24	90	2160.00
Lineshaft bearings	Ea	24	35	840.00
SS headshaft	Ea	1	600	600.00
Packing Box bearing and packing	Ls	1	250	250.00
			\$	15,815.00

Total pump repair est. \$ 24,415.00

Quantities are estimates only. Final cost is determined by actual units approved and used.

Terms: N-30

Quotation valid for 60 days

Quoted By _____
Jeffrey W. Keys

Accepted _____

Date _____



Bergerson - Caswell Inc.
5115 Industrial Street
Maple Plain, MN 55359
(763) 479-3121 Fax: (763) 479-2183

March 27, 2018

CITY OF INVERGROVE HEIGHTS

Attn: Mr. Dan Helling

8168 Barbara Avenue

Inver Grove Heights, Mn 55077

ESTIMATE TO REMOVE PUMP, DISASSEMBLE, INSPECT, REPAIR AND REINSTALL WELL PUMP #3

	UNIT	EST. QTY	Price	EXTENSION
1) Labor to remove and reinstall	LS	1	\$8,650.00	\$8,650.00
2) Sop time-clean, inspect, furnish, report, and recommend repairs	LS	1	\$600.00	\$600.00

LABOR AND MATERIAL ESTIMATE FOR REPAIRS

Machine and replace bowl bearings	EA	7	\$800.00	\$5,600.00
Fabricate bowl shaft	EA	1	\$750.00	\$750.00
Machine and replace impeller wear rings	EA	6	\$150.00	\$900.00
Column Pipe 10" x 10'	EA	10	\$670.00	\$6,700.00
Column Pipe 10" x 5'	EA	1	\$490.00	\$490.00
Machine Shop	HR	8	\$200.00	\$1,600.00
Additional shop time-sandblast, repair and	HR	24	\$110.00	\$2,640.00
Paint Lineshaft bearings	EA	24	\$25.00	\$600.00
SS Headshaft	EA	1	\$600.00	\$600.00
Packing Box bearing and packing	LS	1	\$450.00	\$450.00

PROJECT COST

\$29,580.00

This does not have the cost of startup and testing the installation of this pump. If you have any additional questions, require other information or would like us to perform the above project, please do not hesitate to contact us at (763)479-3121, or my cell# (612)369-3652.

Sincerely;

BERGERSON CASWELL INC. TIM D. BERQUAM

Project Manager

Bergerson - Caswell Inc.

5115 Industrial Street • Maple Plain, MN 55359

Telephone: 763 - 479 - 3121

Fax: 763 - 479 - 2183

E-Mail: info@BergersonCaswell.com

Equal Opportunity Employer/Contractor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Authorize Purchase of Wetland Credits for Mitigation of Wetland Impacts on City Project No. 2017-24 – TH 3 Intersection Improvements for the 65th Street Project and 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop

Meeting Date: April 9, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Municipal State Aid Funds, NWA Water Fund (511), NWA Storm Water Fund (448)

PURPOSE/ACTION REQUESTED

Authorize purchase of wetland credits for mitigation of wetland impacts on City Project No. 2017-24 – TH 3 Intersection Improvements for the 65th Street Project and 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop.

SUMMARY

The City Council has initiated improvement projects to create the intersection of T.H. 3 and 65th Street (2017-24) and to complete a trunk watermain loop (2017-03) from Windwood 2nd Addition to TH 3. This work is scheduled for construction in 2018. The City is currently securing right-of-way and the project will be bid in May 2018.

A wetland report was prepared by the City's consultant, WSB, dated March 2018 which identified some wetland impacts caused by the proposed street grading and fill. The attached wetland map indicates the locations. The City is planning to purchase wetland credits to compensate for the impacts.

A purchase agreement for wetland banking credits is attached. These credits will be purchased at a cost of \$8,400 as outlined in the purchase agreement. In addition, the Minnesota Board of Water and Soil Resources is to receive a withdrawal fee of \$863.70. It is recommended that the City Council authorize the City Engineer to execute the purchase agreement and to authorize the payment of \$9,263.70 (\$8,400 plus \$863.70) from the funding established for City Project No. 2017-24 at the closing.

TJK/kf

Attachments: Purchase Agreement
 Wetland Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**CONSIDER RESOLUTION AUTHORIZING THE PURCHASE OF WETLAND CREDITS FOR
MITIGATION OF WETLAND IMPACTS ON CITY PROJECT NO. 2017-24 – TH 3
INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT AND 2017-03 – NWA
TRUNK WATERMAIN IMPROVEMENTS – 65TH STREET LOOP**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights has initiated improvement projects to create the intersection of TH 3 and 65th Street (City Project No. 2017-24) and to extend a trunk watermain loop (City Project No. 2017-03); and

WHEREAS, a wetland report dated March 2018 was prepared by WSB which identified some wetland impacts caused by the proposed street grading and fill in regard to City Project Nos. 2017-24 and 2017-03; and

WHEREAS, because of the wetland impacts to said projects, the City will need to purchase wetland credits to compensate for said impacts; and

WHEREAS, the City agrees to enter a purchase agreement for wetland banking credits and such credit are deposited in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources pursuant to Minn. Rules Chapter 8420.0700-.0760.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS THAT:

1. The City of Inver Grove Heights hereby enters into a purchase agreement for wetland banking through the Wetland Credit Agency in the amount of \$8,400 plus a \$863.70 withdrawal fee to be deposited in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources pursuant to Minn. Rules Chapter 8420.0700-.0760.
2. Funding will come from Municipal State Aid Funds, NWA Water Fund (511), NWA Storm Water Fund (448).

Adopted by the City Council of Inver Grove Heights this 9th day of April 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



PURCHASE AGREEMENT FOR WETLAND BANKING CREDITS

THIS AGREEMENT (Agreement) is made this 12th day of March, 2018 between the “Wetland Credit Agency, LLC/Sorenson” (Seller) and the “City of Inver Grove Heights” (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

CREDITS TO BE SOLD						
Credit Sub-Group ¹	Acres	Wetland Circ. 39 Type ²	Plant Community Type ³	Cost per Acre	Account Number	Total
A.	--	--	--	--	--	--
B.	--	--	--	--	--	--
C.	0.30	4	deep marsh	\$28,000.00	1541	\$8,400.00
D.	--	--	--	--	--	--
E.	--	--	--	--	--	--
Total	0.30					\$8,400.00

☐ Check here if additional credit sub-groups are part of this account and are listed on an attachment to this document.

¹A separate credit sub-group shall be established for each wetland or wetland area that has different wetland characteristics.

²Circular 39 types: 1, 1L, 2, 3, 4, 5, 6, 7, 8, B, U.

³**Wetland plant community type:** shallow open water, deep marsh, shallow marsh, sedge meadow, fresh meadow, wet to wet-mesic prairie, calcareous fen, open bog or coniferous bog, shrub-carr/alder thicket, hardwood swamp or coniferous swamp, floodplain forest, seasonally flooded basin. See *Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed, 1997)* as modified by the Board of Water and Soil Resources, United States Army Corps of Engineers.

2. Seller represents and warrants as follows:
- a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
 - b) Seller owns the Credits and has the right to sell the Credits to Buyer.
3. Buyer will pay Seller a total of \$8,400.00 for the Credits, as follows:
- a) \$0 as earnest money, to be paid when this Agreement is signed; and
 - b) The balance of \$8,400.00 to be paid on or before the Closing Date listed below.

4. In addition to the Credit fees in paragraph 3, Buyer agrees to pay to Seller a withdrawal fee of \$863.70 for the Minnesota Board of Water and Soil Resources (BWSR) based upon the 2017 BWSR Fee Schedule to be paid at closing. At closing, Seller will execute a check made out for this amount, payable to BWSR.

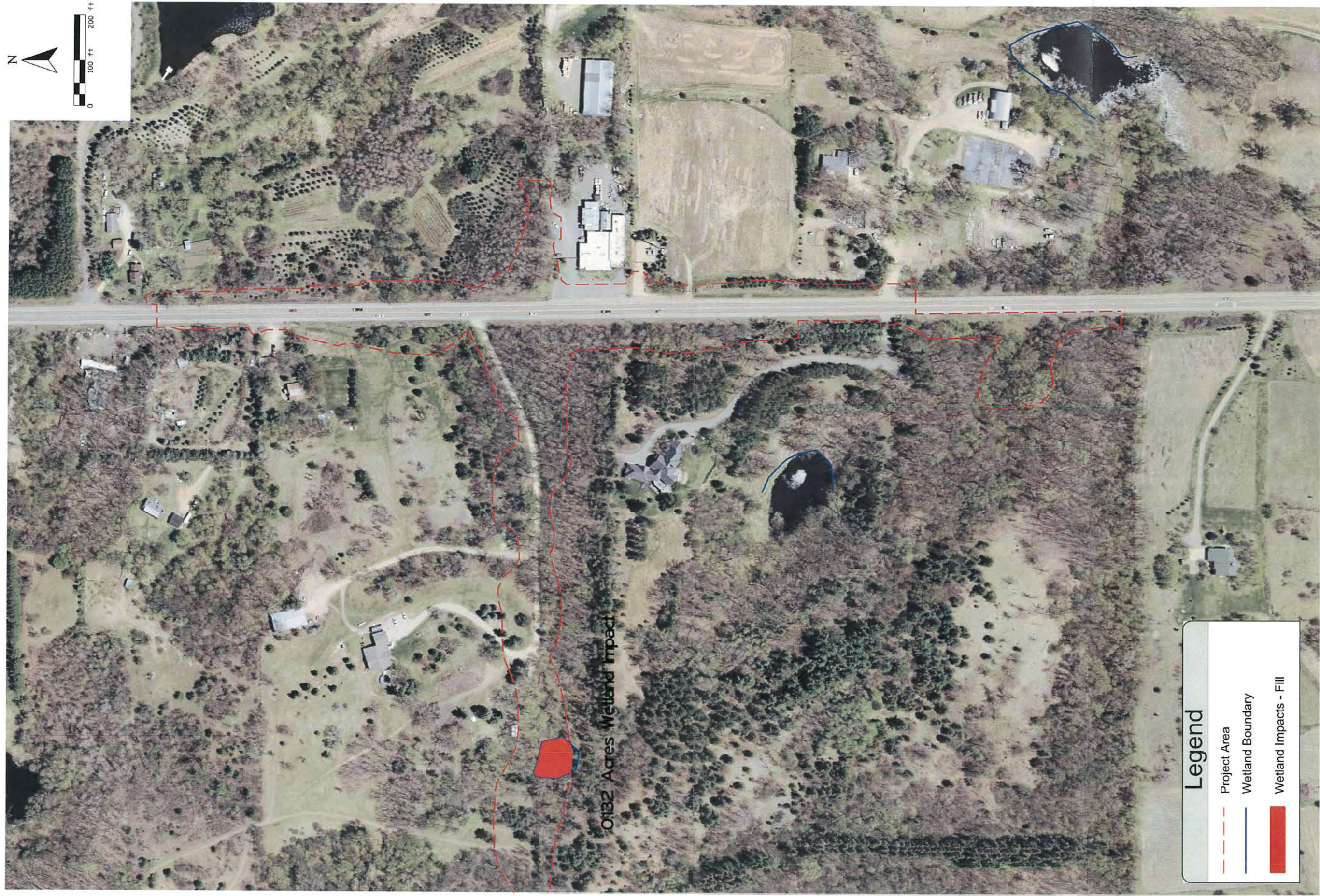
5. The closing of the purchase and sale shall occur on or before June 12th, 2018 (Closing Date). The Closing Date may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Transaction Form for the Withdrawal of Credits (Transaction Form) in the form specified by BWSR, and forward the same to BWSR along with a check for the withdrawal fee.

6. Buyer shall apply to the appropriate Local Government Unit (LGU) and the US Army Corps of Engineers for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the Local Government Unit (LGU) and/or the US Army Corps of Engineers has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, *Seller shall return Buyer's earnest money*, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU and/or the US Army Corps of Engineers has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

7. Buyer agrees that Agreement is not valid until a signed copy is provided to Seller. If Buyer has not forwarded a signed copy to Seller within 14 days after date signed by Seller, Agreement is null and void and neither Buyer nor Seller shall have any further obligations under this Agreement.


(Signature of Seller) 03/12/2018
(Date)

(Signature of Buyer) (Date)



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal from Bolton & Menk, Inc. for Engineering Construction Services Related to Municipal Sewer and Water Improvements for City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection Improvements (Roundabout)

Meeting Date: April 9, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

ST

Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: NWA Utility Funds, Sewer (511), Water (512) |

PURPOSE/ACTION REQUESTED

Resolution accepting proposal from Bolton & Menk, Inc. for engineering construction services related to municipal sewer and water trunk system construction for City Project No. 2016-08 - Trunk Highway 3/70th Street Intersection Improvements (Roundabout).

SUMMARY

MnDOT and Dakota County have designed the proposed roundabout at this location. A concept of the roundabout is attached. These agencies are on schedule to bid the project for a May 2018 construction start. The City has existing utilities that will be affected by this project. The City had Bolton & Menk provide municipal utility design for the project. The City has requested a proposal from Bolton & Menk for construction services such as project coordination, deep sewer inspection, and surveying services for the municipal utility facilities to accommodate the project. The City Engineering Division will conduct daily utility inspections.

Bolton & Menk was selected from our Professional Engineering Consultant Pool because of their recent utility design on City Project No. 2016-08 and their knowledge of City utility projects. Bolton & Menk will assist the City by conducting deep sewer inspections, utility staking and contract administration, interacting with MnDOT for the City sanitary sewer and water facilities incorporated in MnDOT's plans and specifications. A copy of Bolton & Menk's April 3, 2018 proposal to provide these construction services, at a not to exceed total budget of \$26,855, is attached.

I recommend that the Council adopt this resolution accepting the proposal from Bolton & Menk for engineering construction services and that the work be funded as part of City Project No. 2016-08 - Trunk Highway 3/70th Street Intersection Improvements (Roundabout).

TJK/kf

Attachment: Resolution
 Bolton & Menk Proposal
 Plan sheets

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CITY TO ACCEPT THE PROPOSAL OF BOLTON & MENK, INC. FOR ENGINEERING CONSTRUCTION SERVICES RELATED TO MUNICIPAL SEWER AND WATER IMPROVEMENTS FOR CITY PROJECT NO. 2016-08 – TRUNK HIGHWAY 3/70TH STREET INTERSECTION IMPROVEMENTS (ROUNDAABOUT)

WHEREAS, Bolton & Menk was retained to design the water and sanitary sewer systems in the Robert District of the Northwest Area as part of City Project No. 2016-08; and

WHEREAS, based on the results and recommendations from the June 21, 2017 Feasibility Study and trunk utility plans prepared by Bolton & Menk, the City requested that Bolton & Menk prepare a proposal for the engineering construction services related to the proposed trunk utilities at the new roundabout, providing deep sewer inspections, and for surveying services; and

WHEREAS, Bolton & Menk provided a proposal as requested; and

WHEREAS, the funding for this municipal utility construction services shall be provided from the funding sources for City Project No. 2016-08.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: the Public Works Director is authorized to accept the proposal of Bolton & Menk dated April 3, 2018 for City Project No. 2016-08.

Adopted by the City Council of Inver Grove Heights this 9th day of April 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

April 3, 2018

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Professional Engineering Services
T.H. 3 / 70th Street Utility Relocation – Construction Administration Support
City of Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Thank you for the opportunity to submit this proposal to complete utility-related construction administration services for the T.H. 3 / 70th Street roundabout project in the City of Inver Grove Heights.

The T.H. 3 / 70th Street roundabout project is on schedule to bid in May 2018 and be under construction through early fall. The City of Inver Grove Heights has ownership responsibility of the water main, sanitary sewer, and portions of the storm sewer being installed. As such, the City will be required to support MnDOT and Dakota County in the inspection and administration of the construction of those facilities.

It is our understanding that City personnel will conduct daily construction inspection of all improvements except the deep trunk sanitary sewer. Bolton and Menk, Inc. has been asked to provide overall utility-related construction administration, provide engineering support, review shop drawings, provide construction staking, provide construction inspection of the deep trunk sanitary sewer, attend weekly construction meetings and assemble record drawings. We have estimated the engineering time to be approximately 6 hours per week for 10 weeks, inspection time of 80 hours, and surveying time of 65 total hours.

Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of \$26,855.

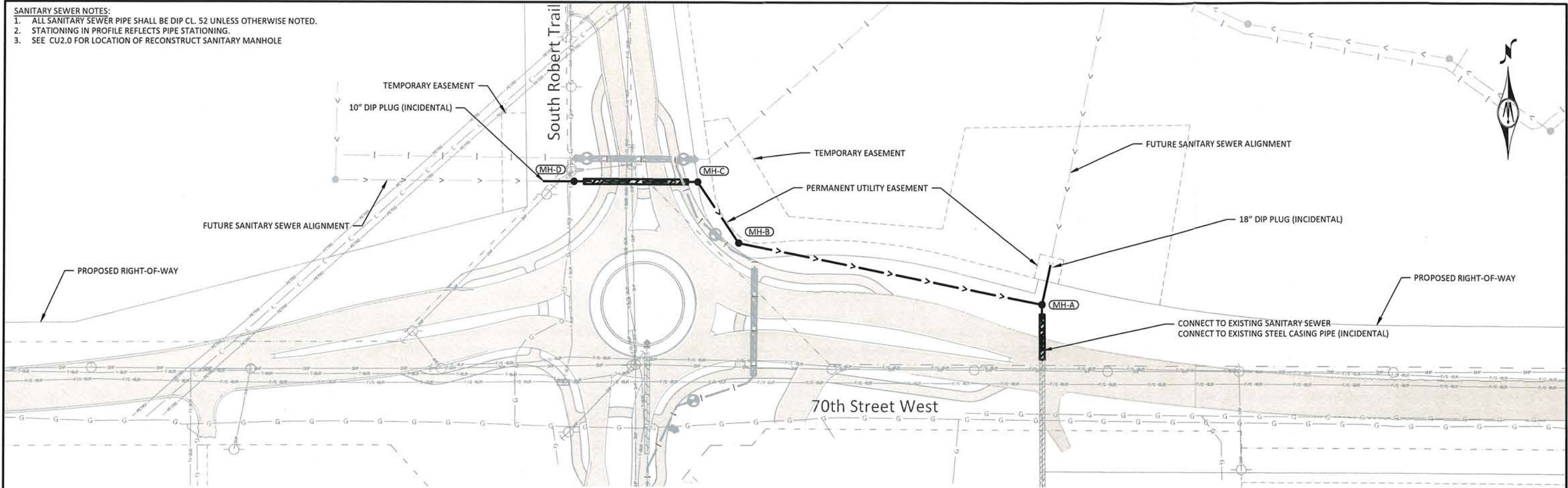
Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

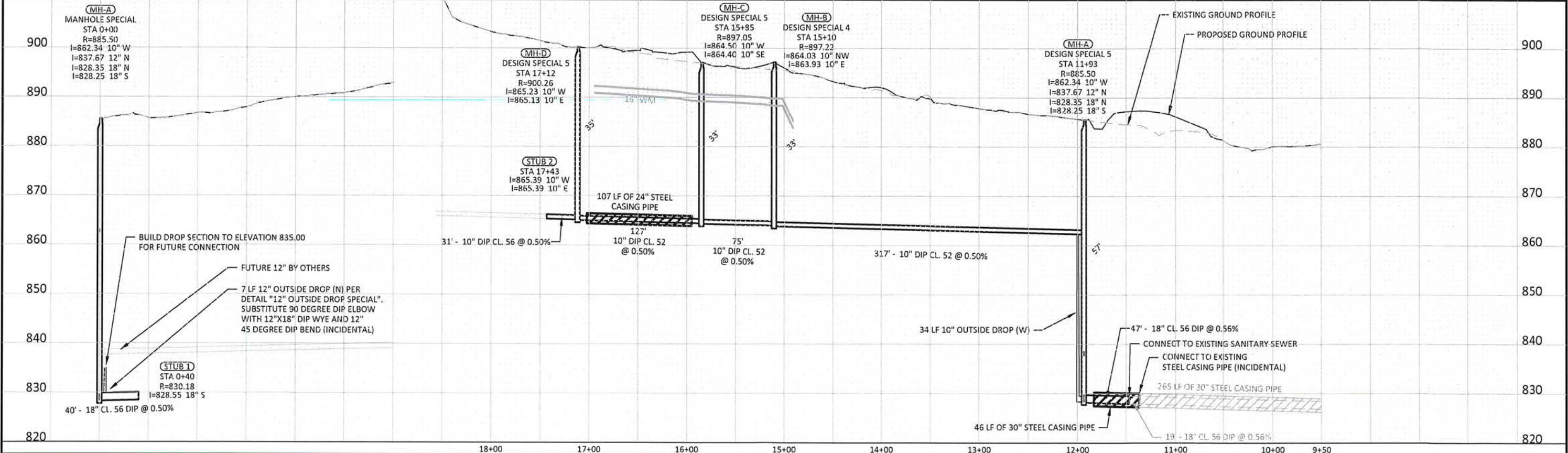
Bolton & Menk, Inc.

Brian Hilgardner, P.E.
Principal

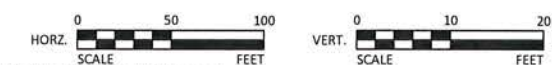
- SANITARY SEWER NOTES:
1. ALL SANITARY SEWER PIPE SHALL BE DIP CL. 52 UNLESS OTHERWISE NOTED.
 2. STATIONING IN PROFILE REFLECTS PIPE STATIONING.
 3. SEE CU2.0 FOR LOCATION OF RECONSTRUCT SANITARY MANHOLE



SANITARY SEWER



1. ALL WATER MAIN PIPE SHALL BE DIP CLASS 52.
2. WATER MAIN SHALL HAVE 7.5 FOOT MINIMUM COVER UNLESS OTHERWISE NOTED.
3. CONNECT TO EXISTING WATER MAIN: SEE SPECIFICATIONS FOR CONNECTION AND TESTING PROCEDURES.
4. WATER MAIN OVERDEPTH CONSIDERED INCIDENTAL.



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H:\INGH\T18113208\CAD\C3D\113208C402.dwg 2/22/2018 6:17:06 PM

Eric J. Seaburg
ERIC J. SEABURG

LC NO. 53712 DATE 02/22/2018

**BOLTON
& MENK**

2035 COUNTY ROAD D EAST
MAPLEWOOD, MINNESOTA 55109
Phone: (651) 704-9970
Email: Maplewood@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	REVISION	DATE
EJS			
DRAWN			
EJS			
CHECKED			
BJH			
CITY NO.			
2016-08			

S.P. 019-636-024, S.P. 178-020-027

SHEET
CU
2.0

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal from SRF Consulting Group, Inc. for Design and Construction Engineering Services and Accepting Proposal from Bolton & Menk, Inc. for a Broderick Boulevard Sanitary Sewer Capacity Study for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements

Meeting Date: April 9, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

- | | |
|-------------------------------------|---|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Fire Station No. 2 Project Funds |

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal from SRF Consulting Group, Inc. for design and construction engineering services and accepting proposal from Bolton & Menk, Inc. for a Broderick Boulevard sanitary sewer capacity study for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements

SUMMARY

On September 25, 2017, Council approved a contract with Five Bugles Design for Architecture and Engineering Services related to the site design for City Project No. 2014-10 – Fire Station No. 2 Study. Project No. 2018-08 is necessary to bring sewer and water lateral mains to the Fire Station No. 2 property (9250 Courthouse Boulevard) from Broderick Boulevard. In addition, the ability of the sewer under Broderick Boulevard to accept sewage flow from the expanded municipal urban service area (MUSA) needs to be confirmed.

SRF Consulting Group, Inc. has provided a proposal in the amount of \$68,900 for design and construction engineering consulting services to extend lateral sewer and water mains from Broderick Boulevard to the Fire Station No. 2 property. SRF will provide topographic survey, design, bidding and construction administration services necessary to complete the project. The Engineering Division will perform the construction inspections. The project will include proper MnDOT permits to bore the utilities and casing pipe across TH 52. SRF has been selected due to their familiarity with the Fire Station No. 2 project as the civil engineering consultant performing the site design. SRF is in the City's consultant pool.

Bolton & Menk, Inc. has provided a proposal in the amount of \$11,500 for completing a sanitary sewer capacity study of the existing 8-inch main within Broderick Boulevard. The study will ensure the existing sewer system has sufficient capacity to accept the additional sewage flows from the added MUSA area on Courthouse Boulevard. It will include flow testing on the existing system and a sewage area study by Bolton & Menk, Inc. to model the system capacity. Bolton & Menk has been selected to complete the sewer capacity study due to their knowledge and expertise of the Inver Grove Heights sewer system with past successful projects. They are in the City's consultant pool.

I recommend approval of the resolution authorizing the City to enter into an agreement with SRF Consulting Group, Inc. in the amount of \$68,900 for design and construction engineering services and with Bolton & Menk, Inc. in the amount of \$11,500 for a Broderick Boulevard sanitary sewer capacity study for a total amount of \$80,400 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements

SWD/kf

Attachments: Resolution
 Exhibit
 Proposals

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION APPROVING PROPOSAL FROM SRF CONSULTING GROUP, INC. FOR DESIGN AND
CONSTRUCTION ENGINEERING SERVICES AND APPROVING PROPOSAL FROM BOLTON &
MENK, INC. FOR BRODERICK BOULEVARD SEWER CAPACITY STUDY FOR CITY PROJECT NO.
2018-08 FIRE STATION NO. 2 – SEWER AND WATER IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, SRF Consulting Group, Inc. has submitted a proposal for design and construction engineering services for providing sewer and water main improvements to service the Fire Station No. 2 property and added MUSA area for City Project No. 2018-08; and

WHEREAS, Bolton & Menk, Inc. has submitted a proposal for flow testing, hydraulic modeling and sewage study for determining the Broderick Boulevard existing sewer system capacity to accept additional flows from Fire Station No. 2 property and added MUSA area for City Project No. 2018-08; and

WHEREAS, SRF Consulting Group Inc. is in the City's Municipal Engineering Consultant Pool and are familiar with the project as part of the Fire Station No. 2 site design team; and

WHEREAS, Bolton & Menk, Inc. is in the City's Municipal Engineering Consultant Pool and are familiar with the City's sewer system and has performed other sewer capacity studies successfully.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN THAT:

1. The proposal dated April 4, 2018 from SRF Consulting Group, Inc. for the Design and Construction Engineering Services in the amount of \$68,900 is hereby approved.
2. The proposal dated April 3, 2018 from Bolton & Menk, Inc. for the flow monitoring and sewer capacity study for Broderick Boulevard in the amount of \$11,500 is hereby approved.
3. Staff is authorized to enter into the proposed agreements with SRF Consulting Group, Inc. and Bolton & Menk, Inc.
4. Funding for the work will be provided from the Fire Station No. 2 project funds.

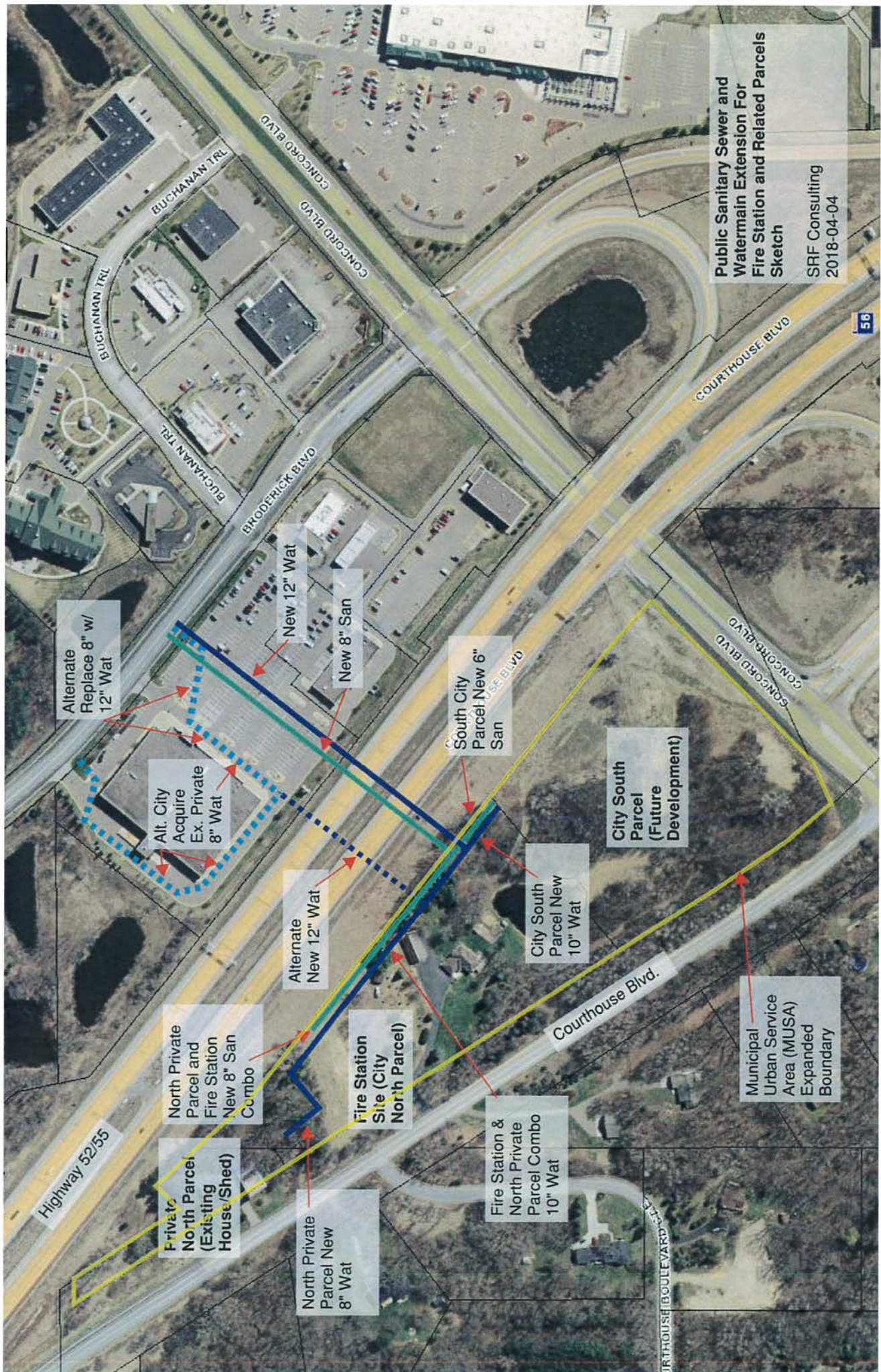
Adopted by the City Council of Inver Grove Heights this 9th day of April 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Public Sanitary Sewer and
Watermain Extension For
Fire Station and Related Parcels
Sketch
SRF Consulting
2018-04-04

Alternate
Replace 8" w/
12" Wat

New 12" Wat

New 8" San

Alt. City
Acquire
Ex. Private
8" Wat

South City
Parcel New 6"
San

City South
Parcel
(Future
Development)

City South
Parcel New
10" Wat

Alternate
New 12" Wat

North Private
Parcel and
Fire Station
New 8" San
Combo

Fire Station
Site (City
North Parcel)

Fire Station &
North Private
Parcel Combo
10" Wat

Private
North Parcel
(Existing
House/Shed)

North Private
Parcel New
8" Wat

Municipal
Urban Service
Area (MUSA)
Expanded
Boundary



SRF 10970.PP

April 4, 2018

Mr. Scott Thureen – Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651.450.2571
sthureen@invergroveheights.org
<http://www.ci.inver-grove-heights.mn.us>

Subject: **Proposal for Civil Engineering and Surveying Services
Fire Station No. 2 Sewer and Water Improvements – Inver Grove Heights, MN
City Project No. 2018-08**

Dear Mr. Thureen:

Based on the conference call and further discussions with the City of Inver Grove Heights Engineering and Fire Department staff throughout February - April of 2018, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services to City of Inver Grove Heights ("Client") for the Fire Station No. 2 Sewer and Water Improvements project ("Project"). The project site is located in a corridor from Broderick Boulevard, crossing the property of 9015 Broderick Boulevard (previous grocery store), under Highway 52/55, to the proposed Fire Station parcel (9250 Courthouse Boulevard) and adjacent parcels to the north and south, in Inver Grove Heights, MN.

The SRF team is led by Mike McGarvey, PLA, ASLA, LEED AP – Principal – Project Manager, who is a 25-year veteran of project development. He is joined by Mike Aaron, PE, LEED AP – Civil Engineer, and Paul Schroeder, PLA, LEED AP – Assistant Project Manager/Site Development Leader/Landscape Architect.

Staff has project experience in the area, such as:

- Inver Grove Heights Fire Station, Inver Grove Heights, MN – Contracted for Civil/LA design.
- Eden Prairie Fire Station, Eden Prairie, MN – Civil and LA for new fire station.
- St. Louis Park Fire Stations, St. Louis Park, MN – Civil and LA for new fire stations.
- Numerous Municipal/County/State Utility and Street/Roadway projects, Twin City Metro Area

Project Understanding

SRF understands the following relative to the Project:

- Public utility extension involves only sanitary sewer and watermain, and its primary purpose is to provide service to the 11.7 acre area (two parcels) owned by the City, and the 0.9 acre adjacent private parcel to the north, all on the southwest side of Highway 52/55. The 11.7 acre City parcel is

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

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split into two lots, the northern area for the future fire station and the southern area for future building/parking development.

- The utility corridor is primarily from Broderick Boulevard, adjacent and through a retail parcel (previous grocery store at 9015 Broderick Boulevard), under Highway 52/55, and into the 11.7 acre parcel (9250 Courthouse Boulevard). The lines are anticipated to tee and extend further in opposite directions, within the 11.7 acre parcel, to service the City south parcel (future development), City north parcel (proposed fire station), and private north parcel.
- Watermain connection is to be at an existing watermain in Broderick Avenue, near the old grocery store parcel, extending straight westerly across Highway 52/55. An alternative connection starting at the same point, but replacing the existing 8" watermain with 12" for segment along the front of the old grocery store and providing a new 12" line from the southwest corner of the building watermain loop across Highway 52/55. A new 12" watermain will be extended from this point to the westerly City parcel, including a 200' jacking and casing pipe(24" dia.) under Highway 52/55. The watermain will tee on the west side of the highway, and traverse in opposite directions to service the adjacent north and south parcels, to the fire station parcel. City of Inver Grove Heights to provide watermain size(capacity) and any water flow calculations, by others. Approximately 1,700 LF of watermain for base scope of services.
- Sanitary Sewer connection is to be at an existing sanitary sewer structure in Broderick Boulevard, near the old grocery store parcel. A new 8" or 10" sanitary sewer will be extended from this point to the westerly City parcel, including a 200' jacking and casing pipe(24" dia) under Highway 52/55. The sanitary line will tee and traverse in opposite directions to service the adjacent north and south parcels. City of Inver Grove Heights to provide sanitary pipe size and any capacity calculations, by others. Assume approximately 1,400 LF of sanitary sewer for base scope of services.
- Approval and permits for the City of Inver Grove Heights, Dakota County, MNDOT, and Department of Health are assumed to be required, and SRF to lead the application and coordination efforts for this project.
- Project is to be coordinated with the Fire Station development plan, but will be developed and bid as a separate project.
- Stormwater design of impacts is not included, as City Engineering staff has indicated that this is not required, since they are part of Lower Mississippi River Watershed Management Organization.
- Impacts to be restored to original conditions or greater. Project assumes open trench construction through public street, private parking lot, and vegetative green space, including jacking under Highway 52/55.
- Geotechnical, wetland, or environmental services are not included, and assume not required for this project.
- SRF basic scope of work includes survey, civil engineering, and construction administration services to lead the project with the following exceptions. City of Inver Grove heights to provide concept design for watermain and sanitary sewer, real estate title work, utility work inspections, payment, and general oversight on design and construction of the project.

Consultant Services

We propose to carry out the work described as follows:

BASIC SCOPE OF SERVICES

A. CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE SERVICES

1. Boundary Topographic Survey

- Survey – Supplemental survey info and data will also be provided in AutoCAD DWG electronic file format to Client and design team, and to be used as existing conditions for design plans. This task includes travel and field expenses.
- Survey Limits – Utility corridor of proposed sanitary sewer and watermain extension from Broderick Boulevard to the 11.7 acre parcel area (proposed Fire Station) is approximately 300' wide by 1000' long and includes related Broderick Boulevard, retail parking lot (building to building), Highway 52/55, and a small portion of the northerly 5.5 acre parcel (proposed fire station already surveyed). Does not include southerly 6.2 acre future development parcel or the northerly 0.9 acre private parcel, adjacent to the fire station parcel. This additional survey area will complement existing survey info provided by others for the Fire Station site.
- Survey Info Coordination – Survey is to provide additional utility corridor area info not surveyed by fire station parcel, and to supplement the related fire station parcel survey completed by Rehder and Associates, dated February 1, 2018. May include GIS LIDAR contours for context outside of survey area.
- Boundary – Locate found existing property corners for related properties. Property boundary description per Title Commitment or available information, as provided by the City.
- Topographic – Locate and identify visible surface elements, such as buildings, structures, lighting, pavement, striping, signage, etc. Provide one-foot contours using 50-foot spacing grid in open areas and notable swales, high points, building FFE, curb gutter, lighting, pavement, and other related items to establish elevations. Key spot elevations will be provided.
- Water/Wetland – Not included, as water or wetland areas are not anticipated in the supplement survey corridor.
- Trees – Locate and identify general type (deciduous/coniferous) and diameter (at breast height) any significant trees in the corridor area involving Broderick Boulevard and retail parcel. Primarily in the parking lot islands and perimeter. Does not include Highway 52/55 or parcels west of the highway.
- Utilities – Provide location of utilities based on field markings, maps, and other information by utility providers. Accessible utility structures (storm and sanitary) to be located, along with related pipe size/type/inverts/rim. Utility locations are based on Gopher State One-Call for public utilities and connections. Private utility location services are not included and on-site private utilities are not included. Primarily to locate sanitary sewer and watermain.
- Conditions of Work – This task is provided with the following conditions. Survey limits are accessible and permission granted to work on site. Site is in normal conditions, with no restrictions such as significant snow cover, flooding, temporary storage, etc. If the site is

deemed restricted, SRF reserves the right for scope/fee adjustment. It is understood that survey may occur in the winter/spring, and minor hand snow shoveling removal is included to find selected items.

2. Easement Exhibits

- Easement – Legal Description and Graphic Exhibit of project related utility easements and temporary construction easements for public sanitary sewer and watermain extensions across non-R.O.W. property. Provided in PDF and DOC/DWG electronic file format. Easements as directed by the City.

3. Sanitary & Watermain Extension Construction Documents

- Construction Plans

Provide design and illustration of construction plans for public sanitary sewer and watermain extension.

Design and provide plans for public sanitary sewer and watermain extension, per schematic plans by City dated January 19, 2018, consistent with governmental jurisdictional requirements. Facilitate public agency review for improvements associated with the Project. Provide plans in PDF electronic file format for review at 50 percent and 90 percent, with final professional signed plans at 100 percent. Typical plan set may include the following:

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- City Standard Plates
- Earthwork Tabulation, Soils, and Construction Notes(As applicable)
- Typical Sections and Details
- Staging and Traffic Control Plan
- Removal Plans
- Construction Plans
- Grading, Drainage, and Erosion Control Plans
- Storm Water Pollution Prevention Plan Notes
- Sanitary Sewer and Watermain Plan and Profile Plans
- Landscape Plans
- Landscape Details

- Stormwater Management

Not included, based on discussions with City Engineering staff, the project and impacts do not trigger stormwater requirements.

- **Project Manual**
Provide complete project manual involving bidding, project info, general conditions, supplemental conditions, and technical specification sections in MNDOT format in electronic PDF file format. Project manual will use City standard sections, as provided by the City in electronic PDF/DOC file format.
- **Meetings and Assistance**
Services Provided
 - Coordination with Fire Station design team on utility extension.
 - Phone meeting discussion with City Staff involving project plan design and review.
 - Does not include City Department, Neighborhood, Planning Commission and City Council meetings.
- **Engineer's Construction Cost Estimate**
 - Project is assumed to be Unit Bid contract for construction.
 - Provide one Engineer's Construction Cost Estimate, prior to bidding, for the project.
 - Cost estimate to provide individual line item for items identifying item number, item description, bid quantity type, bid quantity, unit price, and total line item price. Including any necessary sub-totals and totals.

4. Agency and Permit Coordination

- **Agency Coordination**
Project anticipates involvement of other governmental agencies such as Minnesota Department of Transportation (MNDOT), Minnesota Department of Health, Minnesota Pollution Control Agency, and possibly Dakota County. SRF will lead communication and related information to obtaining approval.
- **Permit Assistance**
Project anticipates permits from other governmental agencies. SRF will assist in providing information and filling out forms for City signature and fee payment (if applicable).

5. Bidding

- Project is assumed to be Unit Bid.
- Provide bid documents such as advertisement for bid, bid forms, and bid summary.
- Assist with bid Questions/Responses and Addendums.
- City to provide bid opening location, assumed at City Hall.
- Attend Bid Opening.
- Review and comment on bid prices and low bid, and recommendation for award, if required.

6. Construction Administration

- Construction Administration – Assist with site related items involving the following:
 - Request for Information (RFI)
 - Change Order requests
 - Product Submittal/Shop Drawings Reviews and Approvals
 - One Final Substantial Completion Review
- Weekly Meetings – Kickoff and weekly construction progress meetings. Assumes up to 12 meetings for a 8 to 12 week construction schedule. Provide Meeting Minutes via PDF electronic file format.
- Review and comment on contractor pay applications. City to provide official payment.
- Construction inspection by the City. Storm Water Pollution Prevention Plan inspections by contractor.

7. Construction Staking

- Silt Fence – Up to 400LF.
- Sanitary Sewer – Up to six (6) sanitary structures and related elevations.
- Watermain – Up to seven (7) points for bends, valves, hydrants, and ends.
- Involves two trips, one for silt fence and one for sanitary/watermain.

8. As-Built Plans

- Sanitary Sewer and Watermain extension plan and profile as-built plans, complete with revised data and certification, provided in PDF electronic file format.
- Field survey verification of location of items and elevations of structure rim and pipe invert.
- Incorporate any other related information from the contractor.

9. Reimbursable Expenses

- Project related reimbursable expenses – Mileage to meetings/job site, printing, mailings/couriers. Application/Permit fees not included.

Project Schedule (Anticipated Schedule for 2018)

- Weeks 1 thru 3 Survey (3 Weeks)
- Weeks 4 thru 6 50% Design (3 Weeks)
- Week 7 Review by City of Inver Grove Heights (1 Week) and MNDOT (4 Weeks)
- Weeks 8 thru 9 90% Design (2 Weeks)
- Week 10 Review by City of Inver Grove Heights (1 Week)
- Weeks 11 thru 12 Final Design (2 Weeks)
- Weeks 13 thru 16 Bidding (4 Weeks)
- Weeks 17 thru 28 Construction (12 Weeks)
- Weeks 29 thru 32 Project Closeout (4 Weeks)
- Total 32 weeks from May 1 thru December 7.

Client Responsibilities

- Architect to lead contractual and payment obligations for services in this proposal.
- Engage the City of Inver Grove Heights and other stake holders involving this project as coordinated with the Fire Station project.
- Coordinate and provide any relevant Fire Station project information, primarily related to this sanitary and watermain extension project.
- City responsible for paying all permit and review fees to regulatory agencies at the time of submittal.

Assumptions

- AutoCAD information to be provided, by others, for architectural building and related site design elements for integration in the site plans, as needed.
- City to provide as-built plans for sanitary and watermain for project area, and project design calculations and capacity(pipe size).
- SRF staff is not required to be part of any public meetings, such as Neighborhood or City Council.
- City to provide contractor contractual authorization documents, bid opening location, construction inspection, and contractor invoice application payments.
- Stormwater Pollution Prevention Plan (SWPPP) regular inspections to be by contractor.
- Impacts of project to restore back to existing conditions or greater. No additional improvements are included. Project to be coordinated with Fire Station construction project.
- Utility connections and services are to be normal gravity design, as lift stations, or specialty elements are not included. Work within proposal is primarily for sanitary sewer and watermain.
- The project will require government agency approvals and permits.

Compensation and Payment

SRF shall receive payment (“Payment”) on an Hourly basis, per Not-To-Exceed budget. Compensation (“Compensation”) payable to SRF by Client for performance of Services pursuant to this Agreement, including project service expenses and costs, such as mileage, flags/stakes, equipment, required document printing, and couriers/shipping. Mileage per state business standard. Progress payments to be invoiced monthly based on work complete. SRF reserves the right for appropriate annual hourly rate increases.

Compensation payable to SRF by Client for Additional Services or expenses above and beyond those listed under Consultant Services will be in addition to payment received for Services. SRF shall receive payment for Additional Services on an hourly basis.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be as follows, which includes both time and expenses.

BASIC SCOPE OF SERVICES

A. CIVIL AND SURVEY SERVICES

Task	Fee
1. Boundary Topographic Survey.....	\$ 3,600
2. Easement Exhibits.....	\$ 4,200
3. Sanitary & Watermain Extension Construction Documents..	\$30,600
4. Agency and Permit Coordination.....	\$ 4,700
5. Bidding	\$ 4,200
6. Construction Administration	\$14,000
7. Construction Staking.....	\$ 3,800
8. As-Built Plans.....	\$ 2,700
9. Reimbursable Expenses.....	\$ 1,100

SUBTOTAL \$68,900

BASIC SCOPE TOTAL \$68,900

Changes in the Services

SRF may provide services in addition to those described in this Proposal (“Change”) upon written request (“Change Order”) of Client or SRF. A Change Order may be used to provide clarification of the Services, extra costs due to additional services, or to make interim schedule adjustments and must be approved by both Parties to be effective. SRF shall be compensated for all authorized Change Orders only on the basis agreed upon in writing at the time such Change Orders are authorized.

Incorporation of Agreement

The Proposal for Professional Services, includes any attachments or documents incorporated or referred to therein, and the Standard Terms and Conditions as set forth in **ATTACHMENT A**, are by this reference fully incorporated herein, and constitutes the entire and fully integrated Agreement between SRF Consulting Group, Inc. and the Client (“Agreement”), and supersedes all prior negotiations, agreements and understanding whether written or oral. This Agreement shall not be altered, changed, or amended except as set forth in a written Change Order to this Agreement.

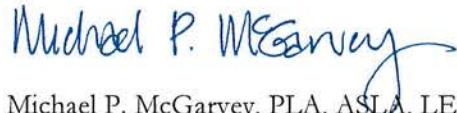
Acceptance/Notice to Proceed

This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement. In accordance with terms and conditions set forth in this Agreement, a signed copy of this Agreement, either mailed or emailed to our office, will serve as acceptance of this Agreement, authorizing the Services and Compensation and issuance of Notice to Proceed.

The SRF team is very interested in assisting the **City of Inver Grove Heights** team on this project. If you have any questions, please feel free to reach out to our project team lead Mike McGarvey, at 763.249.6753, or mmcgarvey@srfconsulting.com. If our proposal is acceptable, please authorize us to proceed, by signing and returning this agreement, or providing the City's standard contract.

Sincerely,

SRF CONSULTING GROUP, INC.



Michael P. McGarvey, PLA, ASLA, LEED AP
Principal

MPM/MA/PDS/mm

Attachment A – Standard Terms and Conditions, Public Sanitary Sewer and Watermain Extension for Fire Station and Related Parcels Sketch, Public Sanitary Sewer and Watermain Extension thru Fire Station Parcel Sketch

Approved

CITY OF INVER GROVE HEIGHTS

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

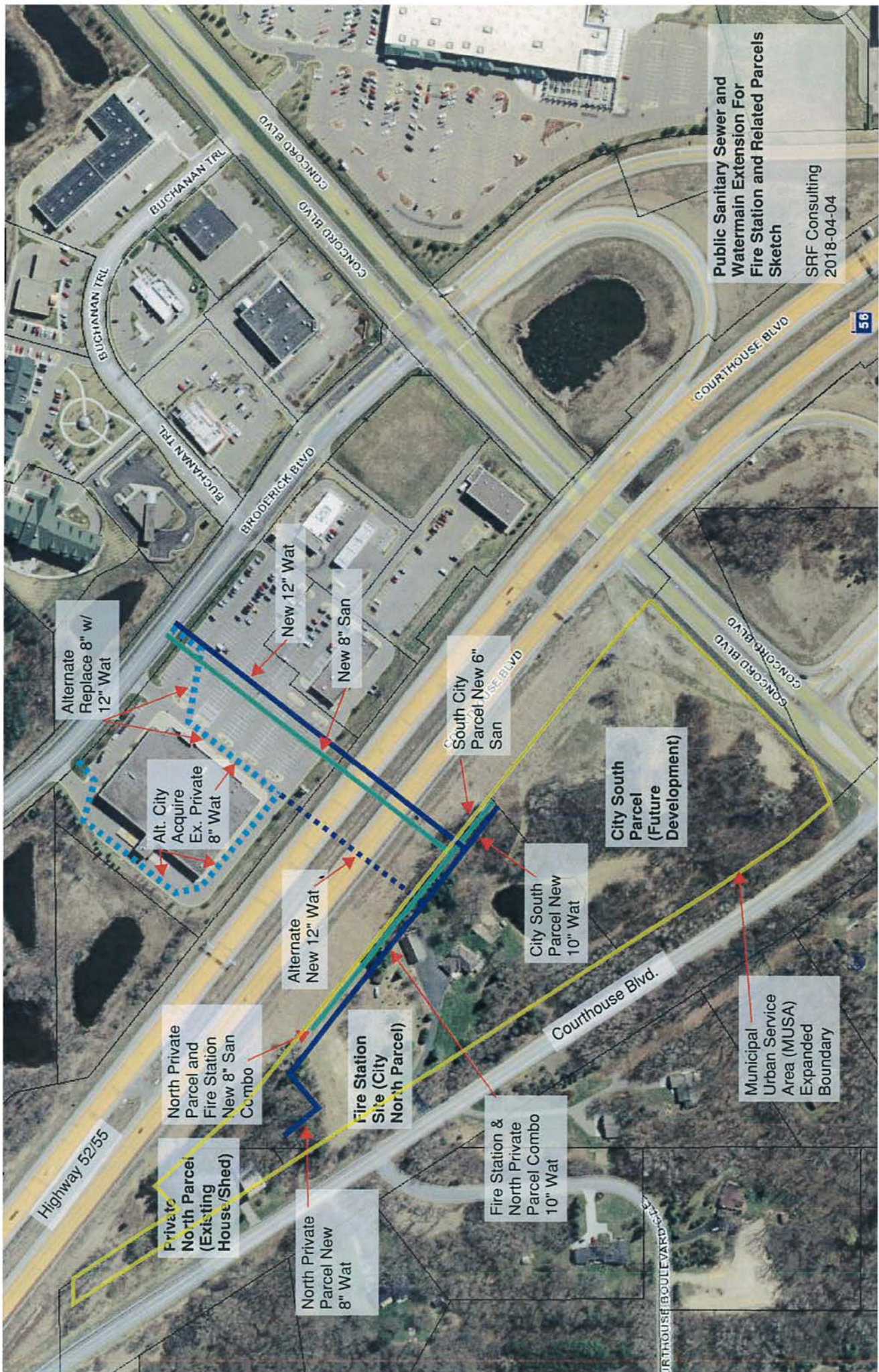
If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

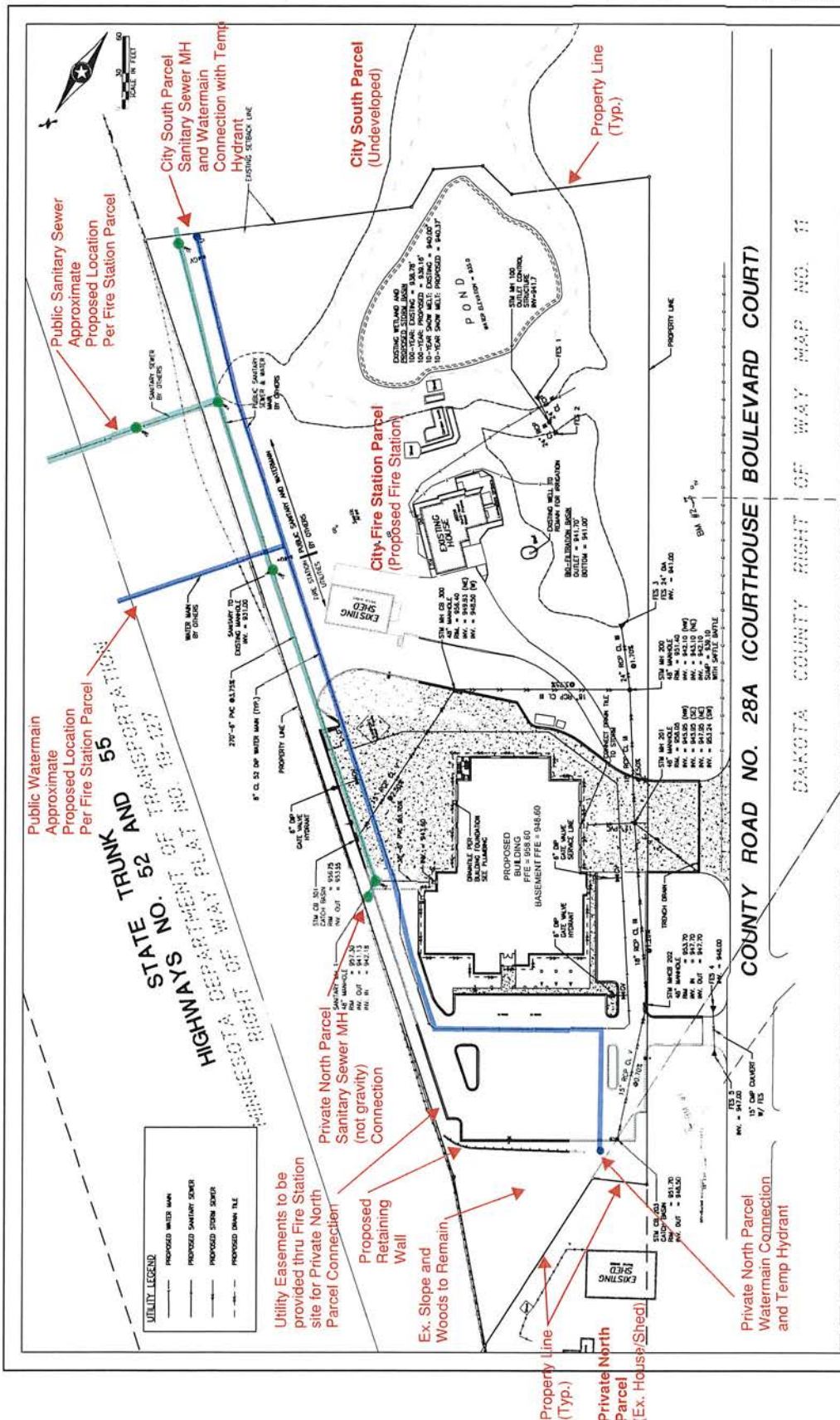
16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.





- UTILITY PLAN**
1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHAPTER 302.0, LIMITED STANDARD CAREMAKES FOR THE DETERMINATION OF UTILITY QUALITY LEVEL D. THE UTILITY QUALITY LEVEL D INFORMATION IS BASED ON THE RESULTS OF A UTILITY LOCATING SERVICE TO LOCATE PRIVATE UTILITIES IN THE CONSTRUCTION AREA PRIOR TO ANY EXCAVATION.
 2. CONTACT ENGINEER DATE ONE CALL FOR STATE SERVICES FOR PUBLIC UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
 3. THE CONSTRUCTION OF ANY UTILITY LOCATING SERVICE TO LOCATE PRIVATE UTILITIES IN THE CONSTRUCTION AREA PRIOR TO ANY EXCAVATION.
 4. ANY UTILITY LOCATING SERVICE TO LOCATE PRIVATE UTILITIES IN THE CONSTRUCTION AREA PRIOR TO ANY EXCAVATION.
 5. FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO BEGINNING UTILITY INSTALLATIONS. VERIFY DEPTHS OF ANY EXCAVATIONS FROM THE PLAN FOR REGULATION PRIOR TO BEGINNING UTILITY INSTALLATIONS.
 6. CONSULT WITH ALL LOCAL AND STATE REQUIREMENTS FOR UTILITY INSTALLATION AND TESTING.
 7. OBTAIN ALL APPROVALS ON APPROVALS FROM LOCAL UTILITY OWNERS PRIOR TO BEGINNING UTILITY INSTALLATIONS. VERIFY UTILITY OWNERS OF THE START OF CONSTRUCTION PRIOR TO BEGINNING.
 8. MAINTAIN 1.5' OF COVER ON ALL NEW INSTALLATIONS.
 9. PIPE LOCATIONS THAT MAY BE SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
 10. COORDINATE WITH MECHANICAL CONTRACTOR FOR EXACT LOCATION OF SERVICE CONNECTIONS AND CONNECTIONS.
 11. ADJUSTS OF ADJUSTS TO BE REQUESTED BY UTILITY OWNERS. ALL STRUCTURES PUBLIC AND PRIVATE TO BE SET IN PLACED AREAS TO MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
 12. VERIFY ALL CONNECTIONS TO EXISTING UTILITY SERVICES PRIOR TO CONSTRUCTION.
 13. ALL EXCAVATIONS MUST COMPLY WITH THE REQUIREMENTS OF DSDA 38 CTR. PART 1928, SUBPART P. UTILITY LOCATIONS AND CONNECTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

April 3, 2018

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Sanitary Sewer Flow Monitoring

Dear Mr. Kaldunski,

Bolton & Menk has been requested to analyze the remaining capacity in the 8" sanitary sewer under the east end of Broderick Blvd. The City is concerned that future development of a fire station and commercial center to the south may over burden the existing line. The following measures are proposed to analyze the existing sewer's capacity and determine the available capacity of the line.

- Install flow Meter at the manhole immediately upstream of the intersection of Broderick Blvd and Brooks Blvd
- Survey manholes under Broderick Blvd. The City provided as-builts do not include invert elevations.
- Analyze data to determine peak dry and wet weather flows. We will also determine the expected magnitude of I/I in the existing sewer.
- Develop a standard diurnal curve for the 8" sewer
- Develop calibrated hydraulic model
- Forecast flows generated by fire department and commercial center to determine impacts on the sewer capacity
- Provide sewershed map for existing area and MUSA expansion

We recommend installing the meter at the beginning of April and leaving it in place until the end of May. This should catch the end of the dry period and the spring melt and rains. This data should provide a clear representation of the sewer's functionality during both dry and wet periods. If the data is needed prior to that we can make those accommodations, however the longer the meters are in-place the more confidence there will be in the diurnal curve.

The fee to complete this work is \$11,500. Upon completion of the data collection, we will reduce the information, develop the model, and present to the City in a brief memo (Sanitary Sewer Modeling Report). We will also calibrate and update the hydraulic model to represent the real world conditions.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in blue ink, appearing to read "Brian Hilgardner".

Brian Hilgardner, PE
Principal Engineer

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
*BRIDGET McCaULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA
ΔALSO ADMITTED IN ARIZONA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 5, 2018
RE: Release of Lot 1, Block 1, and Outlot A, Arbor Pointe 11th Addition (former Rainbow Foods site) from a Development Contract and Assessment Agreement; April 9, 2018 Council Meeting

Section 1. Background. The owner of Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition (former Rainbow Foods site) has requested that the City release certain recorded documents relating to the plat of Arbor Pointe 11th Addition that are encumbering the property.

The two recorded documents that the City has agreed to release are:

- Development Contract for the plat of Arbor Pointe 11th Addition recorded on September 27, 1999 as Dakota County Document No. 1640835
- Special Assessment Agreement relating to the plat of Arbor Pointe 11th Addition recorded on September 27, 1999 as Dakota County Document No. 1640838

The Development Contract set forth certain requirements and obligations that the developer needed to perform in connection with construction of improvements relating to the plat of Arbor Pointe 11th Addition. The City has confirmed that the requirements and obligations set forth in the Development Contract have been fulfilled and Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition may be released from the Development Contract.

The Assessment Agreement set forth terms and conditions relating to the future construction of semaphore improvements at Concord Boulevard and Broderick Boulevard and the assessment methodology related to the special assessment of such semaphore improvements. The City has confirmed that the semaphore project was built and assessed per the Agreement around 1999 and the assessment has been fully paid. Accordingly, Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition may be released from the Assessment Agreement.

Section 2. Council Action. At the April 9, 2018 Council meeting, the Council will be asked to consider the attached *Release Of Lot 1, Block 1 And Outlot A, Arbor Pointe 11th Addition, Dakota County, Minnesota From A Development Contract Relating To Plat Of Arbor Pointe 11th Addition Recorded As Dakota County Document No. 1640835 And Release Of Lot 1, Block 1 And Outlot A, Arbor Pointe 11th Addition From A Special Assessment Agreement Recorded As Dakota County Document No. 1640838*. The release document is attached to this memo.

Attachment

**RELEASE OF LOT 1, BLOCK 1 AND OUTLOT A, ARBOR POINTE 11TH ADDITION,
DAKOTA COUNTY, MINNESOTA FROM A DEVELOPMENT CONTRACT
RELATING TO PLAT OF ARBOR POINTE 11TH ADDITION RECORDED AS
DAKOTA COUNTY DOCUMENT NO. 1640835 AND RELEASE OF LOT 1, BLOCK 1
AND OUTLOT A, ARBOR POINTE 11TH ADDITION FROM A SPECIAL
ASSESSMENT AGREEMENT RECORDED AS DAKOTA COUNTY
DOCUMENT NO. 1640838**

This RELEASE OF LOT 1, BLOCK 1 AND OUTLOT A, ARBOR POINTE 11TH ADDITION, DAKOTA COUNTY, MINNESOTA FROM A DEVELOPMENT CONTRACT RELATING TO PLAT OF ARBOR POINTE 11TH ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1640835 AND RELEASE OF LOT 1, BLOCK 1 AND OUTLOT A, ARBOR POINTE 11TH ADDITION FROM A SPECIAL ASSESSMENT AGREEMENT RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1640838 (hereafter "Release") is executed and delivered as of the 9th day of April, 2018, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, a Development Contract for the plat of Arbor Pointe 11th Addition was recorded on September 27, 1999 as Dakota County Document No. 1640835 (hereafter the "Development Contract").

WHEREAS, the Development Contract set forth certain requirements and obligations that the developer needed to perform in connection with construction of improvements relating to the plat of Arbor Pointe 11th Addition.

WHEREAS, the owner of Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition, Dakota County, Minnesota has requested that the City release the Development Contract since the requirements and obligations set forth in the Development Contract have been fulfilled and because the Agreement is an encumbrance on the property.

WHEREAS, the City has confirmed that the requirements and obligations set forth in the Development Contract have been fulfilled and Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition may be released from the Development Contract.

WHEREAS, the Development Contract will remain in full force and effect for all of the lots within the plat of Arbor Pointe 11th Addition except for Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition, Dakota County, Minnesota.

WHEREAS, a Special Assessment Agreement relating to the plat of Arbor Pointe 11th Addition was recorded on September 27, 1999 as Dakota County Document No. 1640838 (hereafter the "Assessment Agreement").

WHEREAS, the Assessment Agreement set forth terms and conditions relating to the future construction of semaphore improvements at Concord Boulevard and Broderick Boulevard and the assessment methodology related to the special assessment of such semaphore improvements.

WHEREAS, the owner of Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition, Dakota County, Minnesota has requested that the City release the Assessment Agreement since the semaphore improvements were constructed and there are no pending special assessments relating to the project on Lot 1, Block 1 or Outlot A, Arbor Pointe 11th Addition and because the Assessment Agreement is an encumbrance on the property.

WHEREAS, the City has confirmed that the semaphore project was built and assessed per the Agreement around 1999 and the assessment has been fully paid. Accordingly, Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition may be released from the Assessment Agreement.

WHEREAS, the Assessment Agreement will remain in full force and effect for all of the lots within the plat of Arbor Pointe 11th Addition except for Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition, Dakota County, Minnesota.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The requirements and obligations set forth in the Development Contract have been fulfilled and Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition may be released from the Development Contract.
2. The City hereby releases Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition from the Development Contract.
3. The Development Contract will remain in full force and effect for all of the lots within the plat of Arbor Pointe 11th Addition except for Lot 1, Block 1, and Outlot A, Arbor Pointe 11th Addition, Dakota County, Minnesota.
4. The terms and conditions set forth in the Assessment Agreement are no longer applicable and Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition may be released from the Assessment Agreement.

5. The City hereby releases Lot 1, Block 1 and Outlot A, Arbor Pointe 11th Addition from the Assessment Agreement.
6. The Assessment Agreement will remain in full force and effect for all of the lots within the plat of Arbor Pointe 11th Addition except for Lot 1, Block 1, and Outlot A, Arbor Pointe 11th Addition, Dakota County, Minnesota.
7. The fee owner of Lot 1, Block 1, and Outlot A, Arbor Pointe 11th Addition may record this Release with the Dakota County Recorder.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

Attest: _____
Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of April, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser 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 Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed 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

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 9, 2018
Item Type: Consent
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Council is asked to approve the Customer Service Policy enclosed within.

SUMMARY

This Policy has been reviewed and discussed by the City Council twice in 2017 and twice in 2018. Corrections and changes have been made based upon feedback received from Council at all the meetings. Adoption of the Policy will allow us to move ahead and introduce/train our staff with it and plan for measurement of performance over time. We will return to discuss with Council those metrics to be used.



CITY OF INVER GROVE HEIGHTS

ETHICS * EXCELLENCE * ENGAGEMENT

CUSTOMER SERVICE POLICY

4th Draft

04/02/18

DISCLAIMER: Any department or service within the City that must comply with a Federal or State statute for purposes of compliance, privacy or confidentiality are exempt from the Response Time section of this policy.

MISSION

The City of Inver Grove Heights' mission is to provide services and facilities that enhance the quality of life in our vibrant community.

PURPOSE

The purpose of this policy is to assist our leaders and staff in providing reliable, responsive and exceptional service to its customers. Our customers are people who live, work and play in the city, as well as those with whom the City does business.

SERVICE STANDARD

The City's service standards are as follows:

- Treat the customer with respect and in a friendly, polite demeanor.
- Provide prompt, accurate and efficient service.
- Maintain the customer's privacy as outlined by Minnesota Government Data Practices.
- Keep the customer informed; including but not limited to, deadline extensions, delays and status reports.
- Determine the method by which the customer would like to stay informed and provide timely feedback.

RESPONSE TIMES

The City's goal is to answer questions, respond to inquiries or service requests, and resolve complaints indicated by the timeframes specified below:

- Within 24 hours, return phone calls, emails or website inquiries.
- Within 36 hours, respond to service calls for maintenance/repair or requests for documentation (such as Council meeting minutes).
- Within 48 hours, respond to a formal complaint.

Responses will be addressed during regular business days and hours of operation, Monday – Friday, 8:00 AM – 4:30 PM, or when reasonably applicable. Facilities and/or departments that operate beyond the regular business hours, including weekends, may respond to inquiries and requests during those hours of operation (i.e., police department, community center, golf course, etc.)

If an inquiry is received on a Friday, customers can expect a response the following Monday. If an inquiry is received on a Friday, but the next business day is a holiday, customers can expect a response the next business day following the holiday.

If an inquiry is received and a staff member is out for any extended period of time, customers will be directed to an additional resource for assistance.

OUT OF SCOPE

This policy may not regulate all customer service standards for departments required to respond to emergencies, such as police and/or fire. These departments maintain their own set of internal and/or external standards of conduct and complaint resolution following Federal and/or MN State Statute(s).

COMPLAINT RESOLUTION PROCESS

Each department within the City will be required to address its own unique set of inquiries or complaints based on the services they provide and follow these best practice guidelines for complaint resolution:

- It is the responsibility of the City to attempt to resolve concerns by dealing with customer(s) directly involved with the issue where appropriate. The City will attempt to resolve issues or concerns before they become complaints and identify opportunities to improve city service(s).
- A customer's service call will be considered the highest priority if it concerns a report of a city-owned or operated infrastructure problem (such as potholes, a tree in the right-of-way from storm damage or vandalism at a city park).
- Reports or service calls will be given to the department contact. Once the problem is identified and fixed, the department contact will notify the customer who filed the complaint to communicate when a resolution might be in place or that the issue has been resolved.
- If the customer's inquiry or complaint is complex in nature and requires further discussion, they will be encouraged to schedule a private appointment with the department contact during regular business hours.

Below is the list of department contacts for the complaint resolution process:

DEPARTMENT	NAME	CONTACT INFORMATION
Administration	Carrie Isaacson Administrative Services Coordinator	Phone: (651) 450-2510 Email: cisaacson@invergroveheights.org
Finance	Kristi Smith Finance Director	Phone: (651) 450-2521 Email: ksmith@invergroveheights.org
Community Development	Tom Link Community Development Director	Phone: (651) 450-2546 Email: mlink@invergroveheights.org
Planning	Allan Hunting City Planner	Phone: (651) 450-2554 Email: ahunting@invergroveheights.org
Inspections	Frank Martin Chief Building Official	Phone: (651) 450-2549 Email: fmartin@invergroveheights.org
Rentals & Code Enforcement	Nicole Cook Rental & Code Compliance Coordinator	Phone: (651) 450-2491 Email: ncook@invergroveheights.org
Fire	Judy Thill Fire Chief	Phone: (651) 450-2495 Email: jthill@invergroveheights.org
Police	Josh Otis Commander	Phone: (651) 450-2528 Email: jotis@invergroveheights.org
Engineering	Tom Kaldunski City Engineer	Phone: (651) 450-2572 Email: tkaldunski@invergroveheights.org
Street Maintenance	Barry Underdahl Superintendent	Phone: (651) 450-2556 Email: bunderdahl@invergroveheights.org
Utilities	Dan Helling Superintendent	Phone: (651) 450-2565 Email: dhelling@invergroveheights.org
Parks	Brian Swoboda Superintendent	Phone: (651) 450-2582 Email: bswoboda@invergroveheights.org
Recreation & Community Center	Tracy Petersen Superintendent	Phone: (651) 450-2588 Email: tpetersen@invergroveheights.org
Golf Course	Matthew Moynihan Superintendent	Phone: (651) 450-4324 Email: mmoynihan@invergroveheights.org

MEDIA INQUIRIES

Media affiliates may contact the City for inquiries including, but not limited to, programs and/or services the city offers, or information on cases that may be sensitive or privacy-protected in nature. Staff should forward these types of requests to the City Administrator or their designee for a response. These types of inquiries will follow Minnesota Government Data Practices. *Please refer to the disclaimer on the cover page regarding Federal or State statute compliance.*

TRAINING

Newly-hired and re-hired employees will be required to complete Customer Service training within the first thirty (30) days of employment. Hiring managers will ensure the completion of the training within the required timeframe. A knowledge-based assessment test and/or written documentation of completion of training will be submitted to Human Resources.

All other staff will be required to complete a Customer Service training course within a twelve (12) month period of their hire (anniversary) date. All Department Heads or Supervisors will ensure the completion of the training within the required timeframe. A knowledge-based assessment test and/or written documentation of completion of training must be submitted to Human Resources for documentation in the personnel file.

Course content will be dependent on the employee's position level, position classification and position status (full-time, part-time, seasonal or temporary). Employees may choose an in-person training or online course(s), depending on availability, but are not required to complete both.

Course content will be offered by Human Resources during the hiring/on-boarding process. However, if other training is available through other entities, (example: courses conducted by a Federal, State or County training resource), the hiring manager may utilize that alternative option, so long as the content is relevant to Customer Service and proof of completion is submitted to Human Resources.

ACCESSIBILITY

The City will make our services accessible to all customers:

- **City of Inver Grove Heights**

Website: www.invergroveheights.org

8150 Barbara Avenue

Inver Grove Heights, MN 55077

Main: (651) 450-2500 / Fax: (651) 450-2502

Regular business hours: 8:00 a.m. – 4:30 p.m., Monday – Friday; City Offices are closed on Federal holidays.

- **National Relay Service (NRS)**

TDD / Deaf, hearing and/or speech impaired users can call (651) 450-2501.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: April 9, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:

Coccharella, Scott, Golf Course Cashier
 Reller, Craig, Park/Street Maintenance Worker
 Willig, Matthew, Golf Course Cashier

Part-Time/Temporary/Seasonal Employment:

Engineering

Buchanan, Jared, Engineering Intern
 Jimenez, Mario, Engineering Intern

Golf Course

Beckman, Kenneth, Golf Course Laborer
 Coccharella, Robert, Golf Course Laborer
 Hosszu, Samuel, Golf Course Laborer
 Stern, Michael, Golf Course Laborer
 Swenson, Daryl, Golf Course Laborer

Parks & Recreation/VMCC

Martinez-Alquicira, Samantha, Swim Instructor/Water Safety Instructor
 Montague, Samuel, Birthday Party Host/Pool Attendant
 Paterson, Elizabeth, Lifeguard

Public Works/Utilities

Dansby, Jacob, Utilities Helper
 Edwards, Dallas, Utilities Helper
 Reimer, Eric, Utilities Helper

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GWEN LYSNE – Case No. 18-11Z

Meeting Date: April 9, 2018

Item Type: Regular

Contact:  Heather Botten 651.450.2569Prepared by:  Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Consider an Ordinance Amendment to Rezone three parcels from R-1C, Single Family Residential District to B-3, General Business District for property located west of 6591 Concord Boulevard.

- Requires a 4/5th's vote.
- 60-day deadline: June 4, 2018 (second 60-days)

SUMMARY

This item was tabled by the applicant at the last meeting to allow for the entire Council to be present when reviewing the application. The property is approximately .45 acres and is guided for Mixed Use. The applicant would like to change the current zoning of the property of R-1C, Single-family to B-3, General Business. The applicant's intent is to sell the parcels to Inver Grove Auto for an expansion of their auto sales lot. If approved, a conditional use permit amendment would then be required to expand the auto sales lot.

City Code, Title 10-3-5 suggests that a rezoning request shall be in the best interest of the physical development of the City in order to be approved. In 2012, the City adopted a Concord Boulevard Neighborhood Plan. This plan states: *The area along Concord Boulevard generally between Delilah Avenue and 68th Street presents the greatest opportunity for commercial land uses that are more goods oriented along with restaurants, bars, and professional services. The retail uses are envisioned as free standing commercial uses or potentially multi-tenant structures. The area between 65th Street and 66th Street also is important as a gateway into the water front district and Heritage Village Park. A strong retail presence at this node will be important as a signature icon to the district.*

Staff believes the proposed rezoning to be in the best interest of the City. Although an expansion of a used car dealership may not be the strong retail presence envisioned, it would still be a commercial expansion of an existing business. In the future if the site would ever redevelop, a car sales lot has minimal site improvements and therefore could make the site more viable for future commercial development. On a flat piece of paper, the property looks viable for residential or commercial development. When reviewing the actual site, there are some major topographical challenges for development on the parcel; incorporating the site with the property to the east makes sense for access and grading. Additionally, the current single-family zoning is not compatible with the land use designation of Mixed Use, the proposed zoning of B-3 would be more in line with the Comprehensive Plan.

Planning Staff: Based on the information provided staff recommends approval of the rezoning as presented.

Planning Commission: At the March 6, 2018 public hearing, the Planning Commission recommended approval of the request as presented (8-0).

Attachments: Ordinance amendment
PC recommendation
Planning staff report

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 18-11Z

Gwen Lysne

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described properties located within the City of Inver Grove Heights from R-1C, Single family to B-3, General Business, to wit:

S 1/2 OF VAC ALLEY ADJ & W 1/2 VAC ALLEY ADJ & ALL OF LOT 10, BLK 2, INVER GROVE PARK ADDITION & THE W 1/2 OF VAC ALLEY ADJ & ALL OF LOTS 12 & 14, BLK 2 INVER GROVE PARK ADDITION, ACCORDING TO DAKOTA COUNTY, MN

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its

Ordinance No.
Page 2

publication according to law.

Enacted and ordained into an Ordinance this 26TH day of March, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 20, 2018
SUBJECT: **GWEN LYSNE – CASE NO. 18-11Z**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a rezoning of the three parcels from R-1C, Single-family to B-3, General Business, for the property located west of 6591 Concord Boulevard. 14 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the property is approximately .45 acres and is zoned for Mixed Use. The intent is to sell the parcels to Inver Grove Auto for an expansion of their auto sales lot. If approved, a conditional use permit amendment would then be required. A couple of studies have been done of the Concord Boulevard Neighborhood. The latest study was done in 2012 and it looked at the area as concentrating more on commercial uses. A car sales lot has minimal site improvements and therefore could be easily redeveloped in the future. Staff recommends approval of the request.

Commissioner Simon asked if the three subject lots were large enough to be sold individually.

Mr. Hunting replied that the 40-foot wide lots would not meet the minimum lot width requirement and staff would recommend that they be combined into one tax parcel.

Chair Maggi asked if that would typically be done after the rezoning.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked what was directly north of the three subject parcels.

Mr. Hunting believed there was a home on the residential property.

Commissioner Robertson asked what was west of the subject lot.

Mr. Hunting replied that was a residential home as well.

Commissioner Simon asked if this section of Delilah Avenue would be built if this request was approved.

Mr. Hunting replied this portion of Delilah Avenue would never be built. Likely it would be vacated and the right-of-way would go back to the adjacent properties.

Opening of Public Hearing

Gwen and Michael Lysne, 5774 Piney Road S, St. Paul Park, stated they were available to answer any questions.

Chair Maggi asked the applicants if they read and understood the report.

The Lysne's replied in the affirmative.

Ms. Lysne stated she believed the right-of-way vacation had been approved 7-8 years ago.

Mr. Lysne advised that the building on the property directly to the north included a small implement sales/repair shop and a residential home.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Weber asked if the vacated Delilah Avenue right-of-way would be split evenly and redistributed back to the abutting parcel owners.

Mr. Hunting believed so.

Commissioner Scales felt it was a good use of the property.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve the request for a rezoning of the three parcels from R-1C, Single-family to B-3, General Business, for the property located west of 6591 Concord Boulevard.

Motion carried (8/0). This item goes to the City Council on March 26, 2018.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: March 6, 2018

CASE NO: 18-11Z

APPLICANT & PROPERTY OWNER: Mike and Gwen Lysne

REQUEST: Rezoning

LOCATION: 66th Street and Concord

COMPREHENSIVE PLAN: Mixed Use

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant's property is located a half block west of Concord Boulevard, along 66th Street behind Inver Grove Auto. The applicant owns three parcels totaling approximately .45 acres. The request is to change the zoning of the parcels from R-1C, single-family to B-3, General Business. If the rezoning is approved, it is the owner's intent to sell the parcels to Inver Grove Auto for an expansion of their business. In order for the expansion to occur, a conditional use permit amendment would then be required which includes public review and comment.

Specific Request

a) A Rezoning of the three parcels from R-1C, single-family to B-3, General Business

EVALUATION OF THE REQUEST

Surrounding Uses. The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North- Single Family Residential/service garage; zoned R-1C, Single-family Residential; guided Mixed Use

East - Used Car dealership; zoned B-3, General Business; guided Mixed Use

West- Single Family Residential; zoned R-1C, Single-family Residential; guided LDR, Low Density Residential

South-Single Family Residential; zoned A, Agricultural; guided Mixed Use

REZONING

The City Code, Title 10-3-5 states that a rezoning request must be “in the best interest of the physical development of the City” in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Infrastructure The property has access to City water and sewer but no additional connections are proposed with the potential expansion of Inver Grove Auto.

Neighborhood Compatibility The property to the east is zoned commercial and the owner would like to expand their business onto the three proposed parcels. There are residential homes to the north, west, and south of the proposed parcels. The proposed parcels have some challenging topography that would provide a buffer between the possible car sales lot and residential homes. When looking at other commercial businesses along Concord it is common for the business to utilize the entire block for commercial uses before the residential neighborhoods starts further west, up the hill. The Mixed Use land use designation also incorporates the entire block west of Concord.

2030 Comprehensive Plan

The property is currently zoned R-1C, Single-family Residential and guided Mixed Use. On a flat piece of paper the property looks like a viable piece of property for residential or commercial. When looking at the actual site, there are some major topographical challenges for development of the parcel.

The 2030 Comprehensive Plan defines Mixed Use as: *areas that consist of lots or parcels that contain a mix of retail and service commercial, office, institutional, higher density residential, public uses and/or park and recreation uses, organized in a pedestrian friendly environment.*

The current single-family zoning is not compatible with the land use designation of Mixed Use, the proposed zoning of B-3 would be more in line with the Comprehensive Plan.

Concord Boulevard Plans

In 2006, the applicant requested a Comprehensive Plan Amendment to change the land use designation to LDR, Low Density Residential. The application was withdrawn late in the process due to the fact staff was recommending denial of the request as the goals of the 1998 Concord Neighborhood Plan were to provide commercial development along a one block radius of Concord Boulevard. Since this time, the applicants have tried to market the property as mixed use/residential with no avail.

The redevelopment of the Concord Blvd area has been a slow process; however, the City has seen improvements with the County road improvements to Concord and the addition of Heritage Village Park and the Swing Bridge.

In 2012, the City adopted a new Concord Boulevard Neighborhood Plan. This plan states: *The area along Concord Boulevard generally between Delilah Avenue and 68th Street presents the greatest opportunity*

for commercial land uses that are more goods oriented along with restaurants, bars, and professions services. The retail uses are envisioned as free standing commercial uses or potentially multi-tenant structures. The area between 65th Street and 66th Street also is important as a gateway into the water front district and Heritage Village Park. A strong retail presence at this node will be important as a signature icon to the district.

Staff believes that a rezoning of the proposed parcels to be in the best interest of the City. Although an expansion of a used car dealership may not be the strong retail presence envisioned, it would still be a commercial expansion of an existing business. In the future if the site would ever redevelop, a car sales lot has minimal site improvements and could make the site more viable for future retail development.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

- A. **Approval.** If the Planning Commission finds the application acceptable, the Commission should recommend approval of the Rezoning as presented.
- B. **Denial.** If the Planning Commission does not favor the proposed requests the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

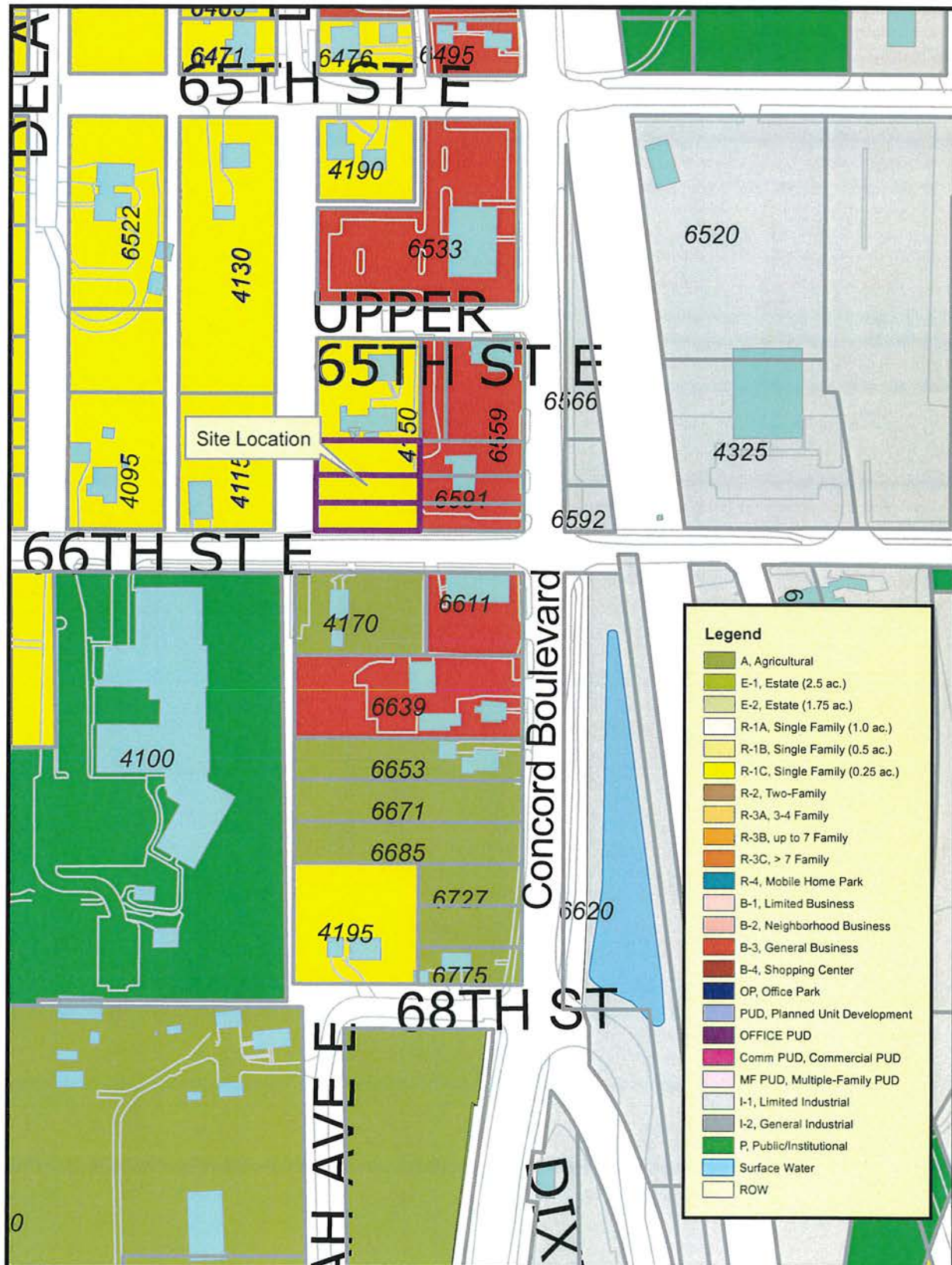
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request as presented.

Attachments: Exhibit A – Location/Zoning Map
 Exhibit B – Comprehensive Plan Map
 Exhibit C – Narrative



Lysne Case No. 18-11Z



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
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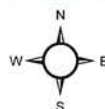
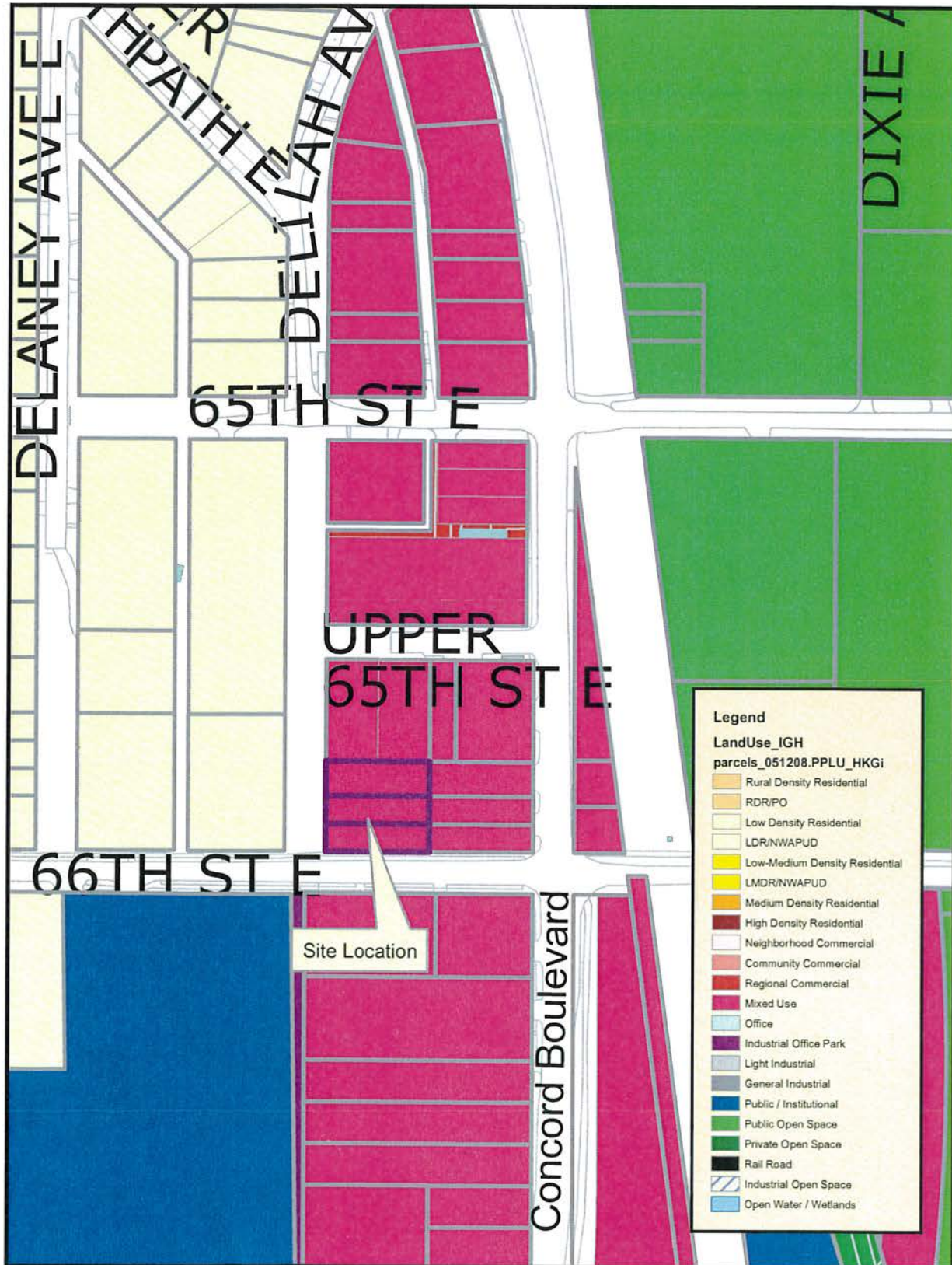


Exhibit A
Zoning and Location Map
Map not to scale



Lysne Case No. 18-11Z



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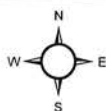


Exhibit B
Land Use Map
Map not to scale

City of I.G.H. Planning commission:

I would like to rezone the 3 lots to merge them with the business Inver Grove Auto which currently attach to the existing lots. Property is currently zoned single family would like to have it rezone it to fit the cities comp plan for proper zoning and sale to the new owner to be.

Thanks,

Gwen Lysne

A handwritten signature in blue ink, appearing to read "Gwen Lysne", written in a cursive style.

2/01/2018

A handwritten mark in blue ink, resembling a large 'C' or a checkmark, located in the bottom right corner of the page.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

TABBY CAT, LLC – CASE NO. 18-13PDA

Meeting Date: April 9, 2018
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	Other

PURPOSE/ACTION REQUESTED

Consider an Ordinance Amendment to the Bishop Heights PUD Ordinance to allow for a feline veterinary clinic to be located on Lot 3, Block 1, Bishop Heights 4th Addition.

- Requires 3/5th's vote.
- 60-day Deadline: May 4, 2018 (first 60 days)

ANALYSIS

The applicant is proposing to relocate their feline veterinary clinic to an existing multi-tenant building in the Bishop Heights PUD. This PUD was set up with its own ordinance with all uses on a site approved individually. The proposed use does not fall under any of the uses listed for this parcel, therefore the ordinance needs to be amended to reflect the proposed use. The uses and traffic counts are tracked in the Bishop Heights PUD because it is important that traffic generation at the intersection of Upper 55th Street and Hwy 52 remain below capacity.

The Bishop Heights PUD lists the allowed uses on the property as: retail and a restaurant with a drive-through. The proposed request would allow the 9,100 square foot building to be used for retail/ feline veterinary clinic/ restaurant with a drive-through for Lot 3, Block 1, Bishop Heights 4th Addition.

The proposed clinic only treats felines; the goal of the feline practice is to form an entire practice committed to feline wellness. No dogs or other animals would be seen at this clinic. Staff believes trip generation and parking to be the main areas of review. The zoning ordinance requires a greater number of parking stalls for retail and restaurants verses a clinic. Therefore, adding a clinic and reducing retail space on this property would not exceed the number of parking spaces originally approved for this site. Same applies when reviewing the traffic counts; the current traffic count on this site is for the retail and restaurant use which has a higher traffic demand than a clinic. Therefore, the Bishop Heights traffic counts will not be modified in case the building converts back to an all retail and restaurant complex.

RECOMMENDATION

Planning Division: Based on the information provided staff recommends approval of the request as presented.

Planning Commission: At the April 3, 2018 public hearing, the Planning Commission recommended approval of the request as presented (8-0).

Attachment: Bishop Heights PUD Ordinance (changes made on page 4)
 Planning Commission Recommendation
 Planning Report

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE
RELATED TO THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT
IN THE SOUTHEAST QUADRANT OF HIGHWAYS 52 AND 494**

THE CITY OF INVER GROVE HEIGHTS ORDAINS THAT ORDINANCE NUMBERS 891, 912, 915, 928, 946, 968, 976, 977, 985, 1022, 1056, 1058, 1062, 1064, 1074, 1101, 1106, 1112, 1133, 1135, 1136, 1187, 1190, 1230, 1298, 1313, 1329 and 1331 ARE HEREBY RESTATED AND AMENDED TO READ AS FOLLOWS:

SECTION I. Rezoning Land to Planned Unit Development (PUD). Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone from MF PUD to Planned Unit Development Zoning District No. 2017-01 the following described property:

Parts of Southeast Quarter of Northeast Quarter of Section 33, Township 28, Range 22, which was formerly platted as Lots 1 through 8 inclusive, Block 6, Lots 1 through 8 inclusive, Block 7, Lots 23 through 30 inclusive, Block 7, Lots 1 through 8 inclusive, Block 8 of Edgewood Addition to South St. Paul, and as the streets and alleys abutting on said Lots before the Vacation of Edgewood Addition to South St. Paul, Dakota County, Minnesota

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1230 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. Purpose and Intent. The above referenced property is hereby rezoned to Commercial Planned Unit Development Zoning District No. 2017-01, for the purposes of:

- A. Providing the means for greater creativity and flexibility in environmental design than is provided for under the strict application of the existing zoning code while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the City and its inhabitants.
- B. Recognizing the economic and cultural advantages that will accrue to the residents of a planned community.
- C. Encouraging the preservation and enhancement of desirable site characteristics and open space.

- D. Encouraging a development pattern in harmony with land use density, transportation facilities and community objectives of the comprehensive plan.
- E. Limiting development of tax exempt uses.
- F. Providing incentives and encouraging development that will create a desirable tax base.
- G. Prohibiting uses and developments that could be detrimental to the overall development of the area.

SECTION IV. Findings. In rezoning the above referenced property to Commercial Planned Unit Development No. 2017-01, the City Council has found the following:

- A. That the proposed Commercial Planned Unit Development is consistent with the City's 2030 Comprehensive Plan.
- B. That the proposed development has been designed as a complete and unified development within its own boundaries in terms of relationship of structures, patterns of circulation, visual character, interrelationship of utilities and drainage infrastructure, and overall architectural theme.
- C. That the proposed layout of land use within the development will result in compatible land uses with present and planned uses in the surrounding area.
- D. That the development is sufficient unto itself on the basis of size, composition, arrangement and the provision of municipal utilities.
- E. That the impacts of the proposed development on municipal services and facilities have been reviewed and that mitigative measures have been identified where needed.
- F. That the impacts of the proposed development on environmental quality and the reasonable enjoyment of surrounding property have been identified, analyzed and mitigative measures identified where needed.
- G. That the existing and proposed layout and land use for Tracts A-D have been heretofore regulated in part by a succession of Conditional Use Permit Resolutions. Resolution No. 4573 was adopted by the City Council on 9/25/89. It was rescinded and replaced on 11/20/89 by Resolution No. 4615, which was rescinded on 8/27/90 and replaced with Resolution No. 4847, which was rescinded on 6/13/94 and replaced by Resolution No. 6055, which was rescinded on 4/10/95 and replaced by Resolution No. 6276, which was rescinded on 2/24/97 and replaced by Resolution No. 6789, which was rescinded on 2/23/98 and replaced by Resolution No. 98-30, which was rescinded on 2/28/11 and replaced by Resolution No. 11-28. This PUD Ordinance now replaces Resolution No. 11-28.

SECTION V. Land Use Regulations. For the above referenced property contained within the Commercial Planned Unit Development District No. 2011-01, the following land use regulations shall apply:

A. SITE PLAN

Prior to commencement of any development or issuance of grading or building permits, the City Council shall approve final development plans, including but not limited to: final plat, site plan, grading plan, utility plan, landscape plan, elevation plan, signage plan, lighting plan.

B. USES

All development shall be restricted to the following uses:

Parcel No.	Legal Description*	Specific Use
1	Lot 1, Block 1, Bishop Heights	65,000 square foot, 16-screen theater
2	Lot 2/3, Block 1, Bishop Heights	7,400 square foot sit down restaurant and a 2,299 square foot roof top restaurant space
3	Lot 2/3, Block 1, Bishop Heights	36,371 square foot, 89 room motel
4	Lot 4, Block 1, Bishop Heights	25,292 square foot, 63 room motel
5	Lot 5 and part of Lot 4, Bishop Heights	6,163 square foot sit down restaurant
6	Lot 2, Block 2, Bishop Heights	6,500 square foot bank and office building
7	Lot 3, Block 2, Bishop Heights	4,271 square foot gas station convenience store
8	Lot 1, Block 1, Krech's Addition	15,120 square foot drug store
9	Tracts A-D, F and G	42,000 square foot lawn, garden, floral & nursery retail center (two buildings: 29,400 sf in one, 12,400 sf in other); 605,000 square feet of greenhouses and nursery buildings; 2,150 sf accessory structures (2 barns) for storage of materials and equipment; nursery fields and nursery field caretaker's residence; outside storage/display of nursery and landscaping stock and materials; nursery and landscaping services, 5.7 acres of growing fields and one house for use by employees**
10	Lot 1, Block 1, Bishop Heights 2 nd Addition	1,710 sf quick service oil change store
11	Lot 1, Block 1, Bishop Heights 3 rd Addition	6,832 sf auto service center store
12	Lots 1-31, Block 1, Blackberry Town Office Park	65,415 net sf townoffice space, 31 units
13	Lot 1, Block 1, Blackberry Town Office Park Second Addition	4,950 gross sf veterinary clinic
14	Lot 1, Block 1, Inver Grove Market	14,009 square feet of general retail, 5,680 square feet of sit-down restaurant, and 1,516 square feet of fast food restaurant (without a drive through window)
15	Lots 6-10, Block 7, Warren and McDowell's Acre Lots No. 2	Rock and Block Yard for Gerten's Greenhouses
16	Lots 1-88, Brentwood Village	80 townhome units
17	Lot 1, Bk 2, Bishop Heights	7,200 sf sit down restaurant
18	Lots 1 & 2, Block 1, Outlot A Brentwood Village Apts.	219 apartment units
19	Outlot B, Bishop Heights	43,400 square foot medical/office building
20	Lot 2, Block 1, Inver Grove Market	5,200 square foot bank building

21	Lot 3, Block 1, Bishop Heights 4 th Addition	9,100 square feet of general retail, <u>feline veterinary clinic, and a restaurant with a drive-through</u>
22***	Lot 1, Block 1, Bishop Heights 4 th Addition	15, 400 square foot office/retail/sit down restaurant
23	Lot 1, Block 1, Scenic Heights Addition	16,000 square foot office condominium
24	Outlot A, Brentwood Hills Apartments	24 multiple family townhome units
25	Lot 2, Block 1, Inver Grove Professional Addition	13,318 square foot office building

* More detailed legal descriptions available in Exhibit A

** Uses on Tracts A-D, F & G shall be governed not only by this ordinance, but also by the conditions found in Resolution No 98-210, Resolution 11-28 and Resolution 16-82.

***Parcel 22 shall be subject to the following conditions:

1. A Joint Parking Agreement affecting the restaurant in Lot 1, Block 1 Bishop Heights 4th Addition between Outlot B, Bishop Heights and Lot 3, Block 1, Bishop Heights 4th Addition. This document must be drafted by the City attorney's office, signed by the land owners, and recorded with the County.
2. If restaurant parking becomes a problem restaurant employees shall park off site at any of the locations listed in the Joint Parking Agreement.
3. Restaurant portion of building shall be limited to 5,000 square feet unless an amendment is approved by the City Council to allow more square footage for restaurant.

C. PERFORMANCE STANDARDS

All development shall meet the following performance standards. Where a specific standard is not addressed herein, the appropriate land use regulations of the City Code shall apply.

1. Minimum lot width - 100'

2. Setbacks:

	Structures	Parking Lots	Driveways
Upper 55 th St., Blaine Ave. & Cahill Ave	50'	20'	10'
Other Public Streets	30'	20'	10'
Side Yard (adjacent to properties within PUD)	0'	0'	0'
Side Yard (adjacent to properties outside PUD)	30'	10'	10'

Internal private driveways (setbacks to be approved with final development plan).

3. Maximum Building Height:

a. Principal Structures - 35'

b. Accessory Structures - 30'

c. Greater building height shall be allowed by conditional use permit subject to City Code Section 515.59, Subd 10.

4. Minimum Open Space shall be 25% of lot area, with the lot area to be determined by the City. Ponding or steep slopes (in excess of 18%) shall not exceed 10% of the total lot area for purposes of this computation.

5. Parking/Circulation Requirements:

(a) All open off-street parking and loading areas shall have a perimeter continuous concrete curb barrier around the entire lot.

6. Landscaping, Signage and Architecture:

Development of all lots in Bishop Heights shall be in conformance with the design manual on file in the City Offices entitled Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights, dated June 23, 1997 and prepared by Damon Farber Associates and Abend Singleton Associates.

Development of all lots in Krech's Addition shall be in conformance with the Cahill Corridor Master Plan and those portions of the Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights which the City finds appropriate.

Development of Tracts A-D, as described in Exhibit A, shall be in conformance with those portions of the design manual on file in the City Offices entitled Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights which the City finds appropriate.

Development of all lots shall also be in conformance with the City landscape policy.

D. GENERAL PROVISIONS

All development, except Tracts A-D, shall meet the following general provisions. All development which occurs on Tracts A-D in accordance with Resolution No. 98-210, and which has occurred prior to the effective date of this Ordinance, shall not be required to meet General Provisions 1, 2, 3, 4, 5, 6 and 9. Where a specific provision is not addressed herein, the appropriate land use regulation of the City Code shall apply.

1. Loading Areas:

Loading and unloading areas shall be in compliance with the following:

- a. Any use which the City believes requires the provision of designated spaces for the loading, unloading or parking of trucks or semi-trailers shall provide such spaces and maneuvering area in the number and configuration which shall be deemed necessary by the City to prevent interference with the use of the public right-of-way and with vehicles entering onto or exiting from the public right-of-way.
- b. Screening shall be provided in accordance with provisions of Paragraph 2, below, of this Section.

2. Screens and Buffers:

- a. Definition and Purpose: Screens and buffers are designated yards or open areas where distance, planting, berming and fencing help minimize adverse impacts of public nuisances, such as: noise, glare, activity or dust; which are sometimes associated with parking, storage, signs or buildings.

b. Screens and Buffer Requirements:

- (i) All parking, loading, service, utility and outdoor storage areas shall be screened from all public streets and adjacent differing land use by a combination of any of the following: earth mounds, walls, fences, shrubs, deciduous overstory or coniferous trees or hedge materials. The height and depth of the screening shall be consistent with the height and size of the area to be screened. When natural materials, such as trees or hedges, are used to meet the screening requirements of this Paragraph, density and species of planting shall be such as to achieve seventy-five percent (75%) opacity year round at maturity.
- c. All plant materials required within a specified buffer yard shall be planted to completion within six (6) months from the date of issuance of a building permit unless otherwise approved by the City due to the time of the year or construction for a large

project. In no case shall the period exceed six (6) months from issuance of the certificate of occupancy.

3. Building Design Requirements:

a. Design Supervision by Architect: An architect shall be required for the construction of all buildings. The building plan, including site plan for such a building, shall be certified by an architect, registered by the State of Minnesota, stating that the individual personally viewed the site and has designed the building to fit the site as planned and to be harmonious with the adjacent buildings, topography and natural surroundings and in accordance with the purposes and objectives of this Chapter. This requirement shall not prohibit the preparation of the site by a professional site designer, or the landscape plan by a professional landscape architect or certified nurseryman.

b. Exterior Vertical Surface Design for Commercial Structures: All exterior vertical surfaces of any principal or accessory structure shall have an equally attractive or the same fascia as the front. At least 50% of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass.

4. Site Design and Development Requirements:

a. Landscaping shall be in accordance with the provisions of the "Performance Standards" Section of this Planned Unit Development.

b. Interior curbs shall be constructed within the property to separate driving and parking surfaces from landscaped areas. Interior curbs required by this Section shall be Portland cement concrete construction.

c. Surfaced walkways shall be provided from parking, loading and recreational areas to the entrances of buildings.

d. All interior driveways, parking areas, and loading areas, etc. shall be of blacktop or concrete construction.

e. No exterior trash or garbage disposal or incineration shall be permitted. Any exterior storage shall be enclosed within a container and such container shall be completely screened by a wall or equivalent visual screen and shall be attached to the principal structure and be constructed of the same building material.

f. On-site lighting shall be provided as is necessary for security, safety and traffic circulation. Lighting shall not be directed upon public rights-of-way or adjacent properties. Such illumination shall be indirect and diffused.

g. Prior to the issuance of building permits, fire lanes shall be provided and identified as required by the City Fire Marshal.

5. Mechanical Equipment Screening:

All mechanical equipment possessing one or more of the following characteristics shall be physically screened, to the extent feasible, from all public streets and adjacent land

uses with either natural or artificial materials in a manner architecturally compatible to the building(s) on the site. Said screening shall pertain to, but not be limited to, exposed and/or protruding fans, grills, tubes, wires, vents, unfinished metal covering, exposed rivets and exposed seams.

6. Sidewalks, Trails and Pedestrian Walkways:

a. Sidewalks, trails and pedestrian walkways shall be provided and maintained in accordance with the Comprehensive Plan.

b. As a minimum, a pedestrian sidewalk and/or minimum eight (8) foot wide bituminous trail shall be provided by the developer or land owner along the north side of Upper 55th Street and an eight (8) foot wide bituminous trail along the west side of Blaine Avenue.

c. The developer shall install six (6) foot wide concrete sidewalks along both sides of Bishop Avenue and along both sides of the public roadway connecting Bishop Avenue and Blaine Avenue.

d. An interior pedestrian circulation; plan shall be submitted with each development for approval by the City.

7. Site Plan and Building Permit Review:

To ensure uniform development throughout the planned unit development area and development that is consistent with the provisions herein, all site and building plans required for building permits, grading permits, excavation permits or other similar permits issued by the City must be found by the Director of Community Development or assigns to be consistent with the approved PUD Plans, the provisions of this Ordinance, the Development Contract and all other applicable sections of the City Code.

8. Traffic:

The forecasted p.m. peak hour traffic generated by the developments shall not exceed:

Lot	Parcel #	Trips
Lot 1, Block 1, Bishop Heights	1	177
Parcel A, Bishop Heights (Described in Exhibit A)	2	153
Parcel B, Bishop Heights (Described in Exhibit A)	3	83
That part of Lot 4, Block 1, Bishop Heights described in Exhibit A.	4	38
Lot 5, Block 1, Bishop Heights and that portion of Lot 4 described in Exhibit A.	5	78
Lot 2, Block 2, Bishop Heights	6	120
Lot 3, Block 2, Bishop Heights	7	180
Lot 1, Block 1, Krech's Addition	8	116
Tracts A-D, F and G as described in Exhibit A	9	208
Lot 1, Block 1, Bishop Heights 2 nd Addition	10	18
Lot 1, Block 1, Bishop Heights 3 rd Addition	11	28
Lots 1-31, Block 1, Blackberry Town Office Park	12	141
Lot 1, Block 1, Blackberry Town Office Park Second Addition	13	20
Lot 1, Inver Grove Market	14	148
Lots 6-10, Block 7, Warren and McDowell's Acre Lots No. 2	15	40
Lots 1-88, Brentwood Village	16	43
Lot 1, Bk 1, Bishop Heights	17	78
Lots 1 & 2, Bk 1, Brentwood Village Apartments	18	136
Outlot B, Bishop Heights	19	146
Lot 2, Inver Grove Market	20	205
Lot 3, Block 1, Bishop Heights 4 th Addition	21	183
Lot 1, Block 1, Bishop Heights 4 th Addition	22	75
Lot 1, Block 1, Scenic Heights Addition	23	23
Outlot A, Brentwood Hills Apartments	24	19
Lot 2, Block 1, Inver Grove Professional Addition	25	20

The trips have been determined by the City using national or state traffic generation studies or reports prepared by engineering professionals, including the Trip Generation Report, prepared by the Institute of Transportation Engineers. This determination is being made by the City at the time of final development plan approval. Any change which effects the site plan or uses, as approved in Section V, A and B, including an increase in building size, shall require a redetermination by the City of forecasted p.m. peak hour trips, and shall not exceed the number of trips, as hereby approved.

9. Maintenance Agreements:

Contemporaneous with recording the plat of Bishop Heights, the owners of Lots 1,2,3, Block 1; Lots 1,2,3, Block 2, Bishop Heights, shall execute a stormwater maintenance agreement, a landscape maintenance agreement, and a street light maintenance agreement, in a form to be approved by the Director of Public Works, the Director of Community Development, and the City Attorney.

SECTION VI. The effective date of the Planned Unit Development Zoning District No. 2010-01 as amended shall be from and after publication of this Ordinance pursuant to City Code Section 110.03 Subd. 5. The Planned Unit Development shall be designated on the official City Zoning Map as "Planned Unit Development No. 2011-01" upon approval of the rezoning by the City Council.

THIS ORDINANCE NO. _____ RESTATES AND AMENDS ORDINANCE NOS. 891, 912, 915, 928, 946, 968, 976, 977, 985, 1022, 1056, 1058, 1062, 1064, 1074, 1101, 1106, 1112, 1133, 1135, 1136, 1187, 1190, 1230, 1298, 1313, 1329 and 1331.

The City Deputy Clerk is hereby authorized and directed to record a certified copy of this ordinance at the Dakota County Recorder's Office.

This ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 9th day of April, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

Parcel No.	Legal Description
1	Lot 1, Block 1, Bishop Heights, Dakota County, Minnesota
2	That part of Block 1, Lots 2 and 3, Bishop Heights, Dakota County, Minnesota which lies northerly and northeasterly of the following described line: Commencing at the northwest corner of said Lot 2; thence South 21 degrees 15 minutes 20 seconds East, bearing assumed, along the southwesterly line of said Lot 2 a distance of 24.16 feet to the point of beginning of the line to be described; thence South 89 degrees 25 minutes 07 seconds East 155.57 feet; thence South 0 degrees 34 minutes 53 seconds West 39.02 feet; thence South 20 degrees 40 minutes 09 seconds East 22.52 feet; thence South 89 degrees 25 minutes 07 seconds East 62.64 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 90.00 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 191.65 feet; thence South 76 degrees 45 minutes 56 seconds East 29.75 feet more or less to the westerly right of way line of Bishop Avenue, and there terminating.
3	That part of Block 1, Lots 2 and 3, Bishop Heights, Dakota County, Minnesota which lies southerly and southwesterly of the following described line: Commencing at the northwest corner of said Lot 2; thence South 21 degrees 15 minutes 20 seconds East, bearing assumed, along the southwesterly line of said Lot 2 a distance of 24.16 feet to the point of beginning of the line to be described; thence South 89 degrees 25 minutes 07 seconds East 155.57 feet; thence South 0 degrees 34 minutes 53 seconds West 39.02 feet; thence South 20 degrees 40 minutes 09 seconds East 22.52 feet; thence South 89 degrees 25 minutes 07 seconds East 62.64 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 90.00 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 191.65 feet; thence South 76 degrees 45 minutes 56 seconds East 29.75 feet more or less to the westerly right of way line of Bishop Avenue, and there terminating
4	Lot 4, Block 1, Bishop Heights, except that part lying south of the following described line: Commencing at the northwest corner of said Lot 4, thence southeasterly along the westerly line of said Lot 4 on an assumed bearing of South 21 degrees 15 minutes 20 seconds East 107.57 feet to the point of beginning of the line to be described; thence North 68 degrees 44 minutes 40 seconds East, a distance of 80.50 feet; thence South 21 degrees 15 minutes 20 seconds East, a distance of 17.04 feet; thence South 18 degrees 58 minutes 24 seconds East a distance of 65.59 feet; thence North 89 degrees 59 minutes 25 seconds East a distance of 216.22 feet; thence North 37 degrees 12 minutes 54 seconds East 28.52 feet; thence North 89 degrees 25 minutes 20 seconds East, a distance of 47.10 feet more or less to the Easterly line of Lot 4 and there terminating.
5	Lot 5, Block 1, Bishop Heights and that part of Lot 4, Lot 1, Bishop Heights lying south of the following described line: Commencing at the northwest corner of said Lot 4, thence southeasterly along the westerly line of said Lot 4 on an assumed bearing of South 21 degrees 15 minutes 20 seconds East 107.57 feet to the point of beginning of the line to be described; thence North 68 degrees 44 minutes 40 seconds East, a distance of 80.50 feet; thence South 21 degrees 15 minutes 20 seconds East, a distance of 17.04 feet; thence South 18 degrees 58 minutes 24 seconds East a distance of 65.59 feet; thence North 89 degrees 59 minutes 25 seconds East a distance of 216.22 feet; thence North 37 degrees 12 minutes 54 seconds East 28.52 feet; thence North 89 degrees 25 minutes 20 seconds East, a distance of 47.10 feet more or less to the Easterly line of Lot 4 and there terminating.
6	Lot 2, Block 2, Bishop Heights
7	Lot 3, Block 2, Bishop Heights
8	Lot 1, Block 1, Krech's Addition
9	Tract A, described as: The East Half of the Southwest Quarter of the Northeast Quarter; and the North 270 feet of the East Half of the Northwest Quarter of the Southeast Quarter, Section 33, Township 28, Range 22, according to the U.S. Government Survey thereof, Dakota County, Minnesota.

Tract B, described as:

Parcel 1: Lots 8 through 23, Block 3, Edgewood Addition to South St. Paul, Dakota County, Minnesota, the vacated alley in said Block 3, and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, which lies South of the tract shown as parcel 240B on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982, at 9:00 a.m., as Document No. 610751;

Parcel 2: Block 4, Edgewood Addition to South St. Paul, Dakota County, Minnesota including the alley in said Block 4 and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, Except that part of Lots 1 through 8 inclusive and Lots 23 through 30 inclusive, in said Block 4, and that part of the alley in said Block 4 and that part of vacated Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, shown as Parcel 240A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and or Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982, at 9:00 a.m., as Document No. 610751.

Tract C, described as:

Parcel 1: Lots 3, 6, 7 and the westerly 60 feet of Lot 2, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233B on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 32372

Parcel 2: Lot 1 and Lot 2 less the westerly 60 feet thereof, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233C on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 101901.

Parcel 3: Lots 4, 5, 8, 9 and 10, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 101902.

Tract D, described as:

Lots 3, 4, 5, 26 and 27, Block 3, Glenwood, Dakota County, Minnesota, according to the recorded plat hereof, in Dakota County, Minnesota.

Tract F, described as:

The East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28, range 22, except the North 270 feet thereof lying Northerly of the Southerly right-of-way of Dakota County Road No. 18.

	Except that part described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28, Range 22 West; thence on an assumed bearing of North 89 degrees 50 minutes 28 seconds East along the South line of said Northwest Quarter of the Southeast Quarter a distance of 657.07 feet to the Southwest corner of the East Half of the Northwest Quarter of the Southeast Quarter and said point being the point of beginning; thence North 0 degrees 07 minutes 49 seconds West along the West line of said East Half of the Northwest Quarter of the Southeast Quarter a distance of 58.51 feet; thence North 83 degrees 29 minutes 34 seconds East 197.77 feet; thence South 6 degrees 30 minutes 26 seconds East a distance of 80.88 feet to the South line of said East Half of the Northwest Quarter of the Southeast Quarter; thence South 89 degrees 50 minutes 28 seconds West along said South line a distance of 205.52 feet to the point of beginning, except that part previously acquired for County Road No. 18 (a/k/a Upper 55th Street). Tract G, described as: Parts of Southeast Quarter of Northeast Quarter of Section 33, Township 28, Range 22, which was formerly platted as Lots 1 through 8 inclusive, Block 6, Lots 1 through 8 inclusive, Block 7, Lots 23 through 30 inclusive, Block 7, Lots 1 through 8 inclusive, Block 8 of Edgewood Addition to South St. Paul, and as the streets and alleys abutting on said Lots before the Vacation of Edgewood Addition to South St. Paul, Dakota County, Minnesota
10	Lot 1, Block 1, Bishop Heights 2 nd Addition
11	Lot 1, Block 1, Bishop Heights 3 rd Addition
12	Lots 1-31, Block 1, Blackberry Townoffice Park
13	Lot 1, Block 1, Blackberry Town Office Park Second Addition
14	Lot 1, Inver Grove Market
15	Lots 6, 7, 8, 9 and 10, Block 7, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 333 on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.
16	Lots 1-88, Brentwood Village
17	Lot 1, Block 2, Bishop Heights
18	Lots 1 & 2, Bk 1, Outlot A, Brentwood Village Apartments
19	Outlot B, Bishop Heights
20	Lot 2, Block 1, Inver Grove Market
21	Lot 3, Block 1, Bishop Heights 4 th Addition
22	Lot 1, Block 1, Bishop Heights 4 th Addition
23	Lot 1, Block 1, Scenic Heights Addition
24	Outlot A, Brentwood Hills Apartments
25	Lot 2, Block 1, Inver Grove Professional Addition

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: April 3, 2018
SUBJECT: **TABBY CAT, LLC – CASE NO. 18-13PDA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a zoning code amendment to the Bishop Heights Ordinance to allow for a Cat Clinic on Lot 3, Block 1 Bishop Heights 4th Addition, for the property located at 5743 Blaine Avenue. 9 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to relocate their feline veterinary clinic to an existing multi-tenant building in the Bishop Heights PUD. This PUD was set up with its own ordinance with all uses approved individually. The proposed use does not fall under any of the uses listed in the ordinance; therefore, the ordinance needs to be amended to reflect the proposed use. Staff recommends approval of the request.

Opening of Public Hearing

Dr. Grant Gugisberg, Parkview Cat Clinic, advised that they are looking to relocate their business since the current location is being developed into senior housing.

Commissioner Scales asked the applicant if he read and understood the report.

Dr. Gugisberg replied in the affirmative.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Robertson supported the request, stating it would bring activity to the area.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Niemioja, to approve the request for a zoning code amendment to the Bishop Heights Ordinance to allow for a Cat Clinic on Lot 3, Block 1 Bishop Heights 4th Addition, for the property located at 5743 Blaine Avenue.

Motion carried (8/0). This item goes to the City Council on April 9, 2018

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: April 3, 2018

CASE NO: 18-13PDA

APPLICANT: Tabby Cat, LLC

PROPERTY OWNER: Inver Grove Heights MN, LLC

REQUEST: SE Quad Ordinance Amendment (Bishop Heights)

LOCATION: 5743 Blaine Avenue

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: PUD (Southeast Quadrant)

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting an amendment to the Bishop Heights PUD Ordinance to allow for a feline veterinary clinic (cat clinic) to be located within an existing building located on the northwest corner of Blaine Avenue and Upper 55th Street. Caribou Coffee is the tenant on one end of the building and the proposed cat clinic would be the tenant on the opposite end. The clinic only treats felines; the goal of the feline practice is to form an entire practice committed to feline wellness. No dogs or other animals would be seen at this clinic.

The Bishop Heights PUD was set up with its own ordinance with all uses approved individually and listed in the ordinance. The original approval for this building was 9,100 square feet of general retail, this was amended when Caribou Coffee went in to add restaurant with a drive through. The proposed use does not fall under either category; therefore, the ordinance needs to be amended to reflect the proposed use.

Specific Request

In order to utilize the property as proposed, the applicant has requested the following specific action:

- 1) Add feline veterinary clinic to the list of uses on Lot 3, Block 1, Bishop Heights 4th Addition.

EVALUATION OF THE REQUEST

Surrounding Uses. The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North – Vacant/parking; zoned Commercial PUD; guided RC, Regional Commercial.
East - Greenhouse; zoned Commercial PUD; guided RC.
West – Gas station; zoned PUD; guided RC.
South – Applebees; zoned PUD; guided RC.

ANALYSIS

The current SE Quadrant PUD approval for this lot is:

21	Lot 3, Block 1, Bishop Heights 4 th Addition	9,100 square foot retail 3,160 square foot restaurant with drive through
----	---	--

The requested use change for the lot is proposed to read as follows:

21	Lot 3, Block 1, Bishop Heights 4 th Addition	9,100 square foot building retail/restaurant with drive- through/feline veterinary clinic
----	---	---

As previously mentioned, the proposed use is specific to felines; no other animals would be seen at this clinic. Staff believes trip generation and parking are the two main concerns when reviewing this request.

The required number of parking stalls per the zoning ordinance for retail space is greater than office/clinic space. Therefore, a mix of uses in the building would not exceed the number of parking spaces originally provided for a retail building. The applicant has stated they average about 15 appointments a day with a maximum of five employees at one time. Staff believes the site has adequate parking provided with the regular parking spaces and drive-through stacking for Caribou.

The uses and traffic counts are important in the Bishop Heights PUD because it is important that traffic generation at the Upper 55th Street and Hwy 52 intersection remain below capacity. All the lots in the Bishop Heights PUD are approved with a PM peak traffic generation number. This is used to track total projected traffic volumes to compare when actual traffic counts are done in the area. The current PM traffic counts on this lot include the building as all retail which has a higher traffic demand than the proposed clinic. Therefore, in this case, the traffic counts will not be modified in case the building converts back to an all retail complex.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of an **Amendment** to the Southeast Quadrant PUD Ordinance to allow the uses approved for Lot 3, Block 1, Bishop Heights 4th Addition to be retail/restaurant with drive-through/feline veterinary clinic.

B. **Denial**: If the Planning Commission does not support the request, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, the basis of the recommendation should be given.

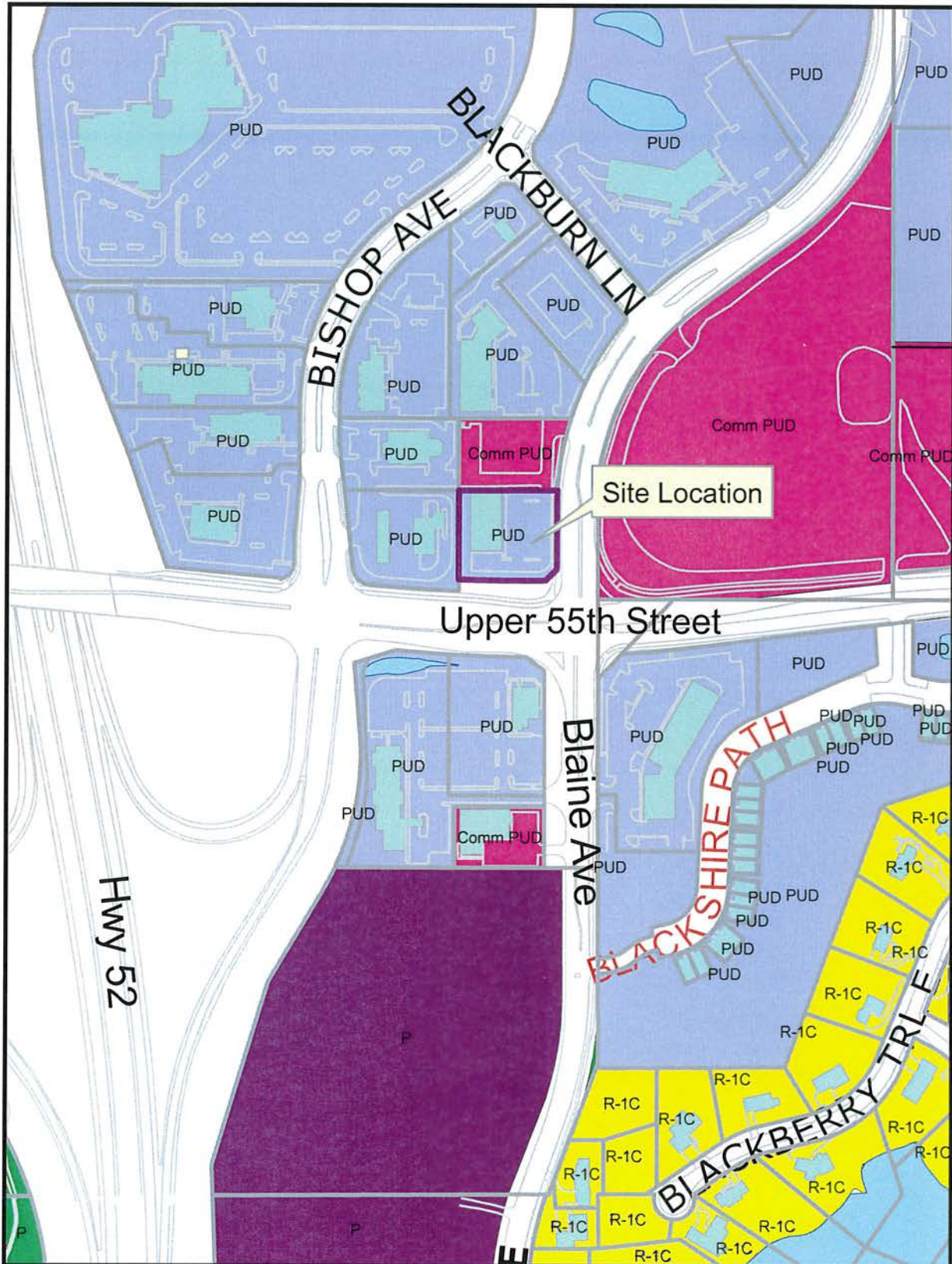
RECOMMENDATION

Based on the information in the preceding report, staff is recommending approval of the request as presented.

Attachments: Exhibit A –Zoning and location map
Exhibit B – Letter from applicant
Exhibit C – Site Plan
Exhibit D – Photo of building



Tabby Cat, LLC
Case No. 18-13PDA



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
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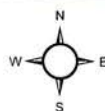


Exhibit A
Zoning and Location Map

Map not to scale

Inver Grove Heights Marketplace II
5743-5763 Blaine Avenue
Inver Grove Heights, MN 55076

PUD Amendment Request – Veterinarian
Tabby Cat, LLC DBA Parkview Cat Clinic
Proposed bay: 5743 Blaine Avenue

Attached is a completed application form for **Tabby Cat, LLC** dba Parkview Cat Clinic from Dr. Grant Gugisberg, and approved by the ownership of the above retail center, **Inver Grove Heights Marketplace II**.

Zoning Background:

The zoning within the PUD zoned district of Bishop Heights does not currently allow for a veterinarian clinic. The applicant is requesting the ordinance be amended within the city code to allow for the applicant's use, a clinic specific to services for cats only. The applicant would be leasing the northern most endcap space consisting of 2,001sf within the center.

Business Background

Parkview Cat Clinic was established in 1988 in Mendota Heights and was the second cat clinic to be established in the Twin Cities. One year later, the practice was moved to its current location in Lilydale within the River Bluffs Center, formerly Diamond Jim's Mall.
www.Parkviewcatclinic.com

In 2007, the practice was sold to "Dr. Grant" Gugisberg. Having worked at the practice since 1997, it was a great fit providing continuity of the practice and his staff. Dr. Gugisberg and his staff currently provide exam services, vaccines, lab work, advanced diagnostics/surgeries to cats.

Recently the River Bluffs center has been sold and the property will be redeveloped into senior housing, which is requiring **Parkview Cat Clinic** to find a new home for the cat clinic.

Background on Dr. Grant Gugisberg

A native of the Como Park neighborhood of St. Paul, Dr. Grant graduated from the University of Minnesota in 1991. Since 1997, he has practiced in Woodbury and more recently Lilydale.

Dr. Grant is nationally recognized and speaks on Feline Health and Wellness issues teaching courses for American Humane, Petfinder and the Petco Foundation, as well as being an expert speaker on feline pancreatic disease.

"AAFP" Gold Feline Practice

The goal of the feline practice is to form an entire practice committed to feline wellness. **Parkview Cat Clinic** is one of only 5 feline only practices in the Twin Cities and the *only* one in the east metro. The environment is friendly, quiet, and stress free.

Established by the American Association of Feline Practitioners (AAFP) and the International Society for Feline Medicine (ISFM), the Cat Friendly Practice® program is a global initiative designed to elevate care for cats by reducing the stress for the cat, caregiver, and also the entire veterinary team.

Parkview Cat Clinic has been at the top level for the past 5 years and with our move plan to make the environment even more cat friendly!

We are dedicated to supporting the human-animal bond, offering quality preventative care, providing cutting-edge medical care, and furthering continuing education for all our staff members. .

Our team is committed to educating our clients in how to keep your cats healthy year round, with good nutrition and exercise. **Parkview Cat Clinic** stays on top of the latest advances in veterinarian technology and above all, remembers that all cats need to be treated with loving care in every check-up, procedure, or surgery.

Parkview Cat Clinic in Inver Grove Heights (Proposed New Location)

As we look for the new home for the long established **Parkview Cat Clinic**, it is a great fit to look to Inver Grove Heights. Three points are important to us with the new proposed location at **Inver Grove Heights Marketplace II**. They include:

Client base – our long established clients travel to come to our specialty practice. Although we have clients that drive over 30 miles, the core of the practice originates from within 15 miles of our current location. Cat owners specifically seek out cat caring professionals driving past many other established “mixed” population veterinary clinics.

Ease of access – Highways 52 and 494 give our clients superior access from whichever direction they arrive. Our move is approximately 5 miles, but to arrive in Inver Grove Heights the high speed access travel times are expected to be similar.

Destination – Inver Grove Heights has many destination sites. The landmarks of Gerten’s and AMC Showplace 16 make the current site recognizable for our clientele. As a niche type of veterinary clinic we can add to the list of current business and other service providers.

We welcome any questions you may have. Thank you.

5

DRAWN BY	ME
CHECKED BY	RL
DATE ISSUED	2-7-04
SCALE	1" = 30'
JOB NO.	04915

SITE IMPROVEMENTS LEGEND:

	STANDARD BITUMINOUS PAVEMENT
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CONCRETE PAYMENT

0-0 LIGHT FIXTURE, 30" HT., 400 WATT

PRELIMINARY
NOT FOR CONSTRUCTION

SITE DATA:

EXISTING
LOT 1

LOT 2	±0.000 S.F.	0.00 ACRES
LOT 3	±43,331 S.F.	0.99 ACRES
TOTAL	±156,561 S.F.	3.58 ACRES

LOT 1 DATA:

CONCORD AREA:
TOTAL NUMBER OF PARKING
12,471 S.F.

STALLS PROVIDED: _____

TOTAL NUMBER OF PARKING STALLS REQUIRED.

1 PER 200 S.F. @ 90X CF.

NUMBER OF HANDICAPPED STALLS PROVIDED.

NUMBER OF HANDICAP

SKILLS REQUIRED:

LOT 3 DATA:

TOTAL NUMBER OF SA

STALLS PROVIDED:

TOTAL NUMBER OF PA
STALE DROUGHTS

1 PER 200 S.F. @ 90% EFF.

NUMBER OF HANDICAPPED
STALLS PROVIDED:

NUMBER OF HANDICAPED.

STALLS REQUIRED:

100

L=192.96 Δ=2°59'57" R=3680.19
Ch.Brg=589°19'27"E Ch=192.94

BLAINE AVENUE

BLACKBURN LANE

RETAIL CENTER
NEW FREESTANDING BUILDING
UPPER 55TH STREET AND BLAINE AVENUE
INVER GROVE HEIGHTS, MINNESOTA

SITE PLAN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered _____ under the laws of the State of _____

Signature _____

Date _____ Registration Number _____



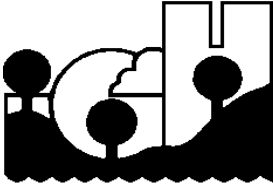
reprise
DESIGN
INCORPORATED



HEARING
CENTERS

Protect
Character





CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Dawn Way Landfill Host Community Fee Agreement Amendment No. 2

DATE: April 4, 2018

Background:

This Memo relates to the Host Community Fee Agreement Amendment No. 2 with Frattalone on the Dawn Way Landfill.

Over the course of the last three months, I have been negotiating with Nick and Tony Frattalone, along with South St. Paul City Administrator, Steve King, on the Host Community Fee Agreement for the Dawn Way Landfill. Tim Kuntz has provided the Amended Host Community Agreement, as well as a Resolution approving it in the packet. As one might imagine, the greatest challenge to acceptance was agreement on the financial considerations.

What is before you this evening is a proposal to allow the extension of this Landfill for a period of fifteen (15) years. The particulars of the arrangements are as follows:

- Section 7.11 Omission of Acceptance of Material from each city

As currently written, each city can bring 1500 cubic yards of demolition debris to the site for disposal, without cost. The value of this is approximately \$15,000 in today's costs. The City of Inver Grove Heights has not utilized this service and if or when we have done so, we have not done it to the limit as allowed. The Amendment, as proposed, eliminates this as an opportunity for each city.

- Section 7.15 \$750,000 payment to each city.

In the previous Agreement, the cities received \$830,000 over a 60-month period (5 years). This payment was made by SKB, the previous owner. If a ten (10) year period had applied, the payments would have been \$83,000 annually. As proposed, Frattalone will pay \$75,000 annually, for ten (10) years, to each city. While the application is for a period of fifteen (15) years, the payments

would be over a ten (10) year period. The cities would be paid in full before the expiration of the permit and end of the useful life of the landfill.

Recommendation:

Based upon the negotiations and agreement between all parties, I recommend approval of Amendment No. 2 to the Host Community Fee Agreement for the Dawn Way Landfill.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 18-_____

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO RESOLUTION NO. 02-156
GRANTING A NON-CONFORMING USE CERTIFICATE FOR A DEMOLITION
DEBRIS LANDFILL**

WHEREAS, the City of Inver Grove Heights by Resolution No. 02-156 granted a Non-Conforming Use Certificate for a Demolition Debris Landfill.

WHEREAS, Frattalone's Dawnway, LLLP, a Minnesota limited liability company, is the current fee owner and operator of the Landfill described on the attached Exhibit A.

WHEREAS, the City desires to amend Section 3.5 of Resolution No. 02-156.

WHEREAS, the City desires to amend Section 4.4 of Resolution No. 02-156.

**NOW, THEREFORE, BE IT RESOLVED BY THE INVER GROVE HEIGHTS
CITY COUNCIL:**

1. The City Council of the City of Inver Grove Heights hereby amends Section 3.5 to read as follows:

3.5 Landfill – Duration. The Landfill may only accept Demolition Debris through December 31, ~~2017~~2032, unless the parties agree to an extension or modification hereof.

2. The City Council of the City of Inver Grove Heights hereby amends Section 4.4 to read as follows:

4.4 Fire Protection Agreement. User shall comply with Host Community Agreement, provisions relating to Fire Protection. Payment of the Host fees under the Host Community Agreement shall be considered payment in full of firefighting costs incurred by City through December 31, ~~2017~~2032.

Passed this 9th day of April, 2018

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

Fraternalone's Dawnway, LLLP hereby accepts and agrees to the terms and conditions of this ***Resolution Approving Amendment No. 1 to Resolution No. 02-156 Granting a Non-Conforming Use Certificate for a Demolition Debris Landfill*** dated April 9, 2018.

By: TAN, LLC, the general partner of Frattalone's
Dawnway, LLLP

By: _____
Nicholas D. Frattalone
President of TAN, LLC

[illegible]

On this ____ day of _____, 2018, before me a Notary Public appeared Nicholas D. Frattallone, who being by me duly sworn, did say that he is the President of TAN, LLC., a Minnesota limited liability company; and that TAN, LLC, is the general partner of Frattallone's Dawnway, LLLP, a Minnesota limited liability limited partnership, and that the foregoing instrument was executed on behalf of TAN, LLC by authority of its Board of Governors; and that the foregoing instrument was executed on behalf of Frattallone's Dawnway, LLLP by authority of its partners and said Nicholas D. Frattallone acknowledged said instrument to be the free act and deed of said Frattallone's Dawnway, LLLP and of said TAN, LLC, the general partner of Frattallone's Dawnway, LLLP.

Notary Public

EXHIBIT A
LANDFILL BOUNDARIES (Legal Description)

The South 825 feet of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-Two (22), lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom one and thirty one (1.31) hundredths acres used for Cemetery purposes; also excepting therefrom that part of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Thirty-four (34), described as follows: Beginning at a point 1308.95 feet west and 8.25 feet north of the Southeast corner of said Section Thirty-four (34), thence North 208.71 feet, thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet to the place of beginning, said last excepted piece containing one (1) acre.

Also the South 825 feet of Government Lot Eight (8) in Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22) lying westerly of the Chicago, Great Western Railway right of way, and lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom the following described tract of land, to wit: Commencing at a point on the south line of Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22), 322 feet each of the southwest corner of said Section, thence east on Section line 533.26 feet to the westerly line of the Chicago, Great Western Railroad right of way, thence northerly 876.22 feet, thence westerly parallel with the section line 565 feet, thence southerly 645.86 feet, thence easterly thirty (30) feet, thence southerly 230.36 feet to beginning, said excepted lands being within the boundaries of W. F. Krech's 2nd Addition to the Village of Inver Grove, Dakota County, Minnesota.

Line A

Commencing at the southeast corner of the N1/2 of the NE1/4 of the NE $\frac{1}{4}$ of Section 3, T.27N., R22W; thence westerly, along the south line of said N1/2, a distance of 222.01 feet to the point of beginning of the line to be described; thence deflect to the right 80 degrees 47 minutes 09 seconds a distance of 131.59 feet, to a point on a 520.87 radius, tangential curve, concave to the east; thence northeasterly, along said curve, central angle 79 degrees 30 minutes 58 seconds, a distance of 722.87 feet; thence northeasterly, tangent to said curve 800.00 feet and there terminating.

AND

PARCEL A

All of Block 1, except Lots 28 through 30 inclusive;
All of Block 2;
All of Block 3, except Lot 26;
All of Block 4, except Lots 1, 5 and 6;
All of Block 6, except Lots 1 through 6 inclusive, and except that portion of Lots 7 through 9 inclusive lying northerly of the southerly right-of-way line of Poplar Street as now traveled;
All of Blocks 7 and 8;

Lots 1, Block 10

All that part of the vacated alley in Block 1 lying southerly of the right-of-way of Poplar Street (formerly known as Valley Street); all that part of the vacated alleys in Block 4, except that portion which accrues to Lots 1, 5 and 6 of said Block by reason of said vacation; all that part of the vacated alleys in Blocks 2, 3, 6, 7 and 8; all that part of vacated Charles Avenue between Poplar Street, (formerly Valley Street) and Linden Street, except that portion which accrues to Lot 6, Block 4 by reason of said vacation; all that part of vacated Boston Avenue between Poplar Street (formerly Valley Street) and Linden Street, except that portion which accrues to Lot 1, Block 4, by reason of said vacation; all that part of vacated Davis Avenue between vacated Maple Street and Linden Street; and all that part of vacated Maple Street between Henry Avenue and Edwards Avenue; All in Lincoln Park Addition to South St. Paul, according to the plat thereof now on file and of record in the Recorder's office in Dakota County, Minnesota.

Reservation in the State of Minnesota and in trust for the taxing districts concerned, all minerals and mineral rights as to Lots, 11, 12, 13, 14, 15, 16, 17, 18, 25 and 26, Block 1; Lots 11, 12, 13, 14, 15, 24, 25, 26, 27, 28, 29 and 30, Block 2;

Lots 1, 2, 3, 12, 13, 14, 15, 23, 24, 25 and 28, Block 3; Lots 9, 10, 11, 16 and 17, Block 4; Lots 8, 9, 10, 11 and 14, Block 6; Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 25, 26, 27, 28, 29 and 30, Block 7; Lots 7, 10, 13, 14, 17, 18, 19, 20 and 21, Block 8; and Lot 1, Block 10.

PARCEL B:

Lot Twenty-six (26) in Block Three (3) of Lincoln Park Addition to South St. Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota; excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

PARCEL C:

Lots One (1), Two (2) and Three (3) in Block Six (6) of Lincoln Park Addition to South St. Paul, subject to an easement to the Great Lakes Pipe Line Company of Ponca City, Oklahoma, over and across said Lots 1, 2, and 3 in said Block 6;

Lots Five (5) and Six (6) in Block Six (6) of Lincoln Park Addition to South St. Paul, excepting that part of Lots 5 and 6, Block 6, lying and being northerly of the Northerly line of new Valley Street (as relocated and constructed as of January 2, 1958 from Henry Street in an easterly direction to Edwards Street);

All according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

NOTE: The above-described property contains land in the Cities of Inver Grove Heights and South St. Paul. The defined Landfill for purposes of this Non-Conforming Use Certificate (as so defined by Section 1.20) is only the land described above in the City of Inver Grove Heights.

AMENDMENT NO. 2 TO HOST COMMUNITY AGREEMENT

THIS AMENDMENT NO. 2 TO HOST COMMUNITY AGREEMENT (Amendment No. 2) is made, entered into and effective this 9th day of April, 2018, by and among the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as “IGH”), the **City of South St. Paul**, a Minnesota municipal corporation (hereafter referred to as “SSP”), **Frattalone’s Dawnway, LLLP**, a Minnesota limited liability limited partnership (hereafter referred to as “Dawnway”) and **Frattalone Companies, Inc.**, a Minnesota corporation (hereafter referred to as “Frattalone”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, 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.

Unless otherwise provided herein, capitalized terms used herein shall have the meanings contained in the Host Community Agreement as defined therein.

1.2 IGH. “IGH” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 SSP. “SSP” means the City of South St. Paul, a Minnesota municipal corporation.

1.4 Bolander. “Bolander” means Carl Bolander & Sons Co., a Minnesota corporation, and its assigns and successors.

1.5 Dawnway. “Dawnway” means Frattalone’s Dawnway, LLLP, a Minnesota limited liability limited partnership, and its assigns and successors.

1.6 Frattalone. “Frattalone” means Frattalone Companies, Inc., a Minnesota corporation, and its successors and assigns.

1.7 Host Community Agreement. “Host Community Agreement” means that certain Host Community Agreement among Carl Bolander & Sons Co., the City of Inver Grove Heights, and the City of South St. Paul, dated September 23, 2002, as such has been assigned to Dawnway.

1.8 Landfill. “Landfill” means that certain real property located in the Cities of South St. Paul and Inver Grove Heights, Dakota County, Minnesota, generally referred to as the Dawnway Demolition Debris Landfill. The Landfill is legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

1.9 Consent Agreement – City of Inver Grove Heights. “Consent Agreement – City of Inver Grove Heights” means that certain Consent Agreement dated November 30, 2007, by and among the City of Inver Grove Heights, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP and Frattalone Companies, Inc., and recorded December 7, 2007, as Document No. 621015 with the Dakota County Recorder.

1.10 Consent Agreement – City of South St. Paul. “Consent Agreement – City of South St. Paul” means that certain Consent Agreement dated November 29, 2007, by and among the City of South St. Paul, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP and Frattalone Companies, Inc., and recorded December 7, 2007, with the Dakota County Recorder as Document No. 621016.

1.11 Assignment and Assumption Agreement. “Assignment and Assumption Agreement” means that certain Assignment and Assumption of Host Community Agreement and Non-Conforming Use Certificate Issued By The City of Inver Grove Heights, Minnesota, dated November 30, 2007, by and among Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP, Frank M. Frattalone and Frattalone Companies, Inc.

1.12 Memorandum of Assignment and Assumption. “Memorandum of Assignment and Assumption” means that certain Memorandum of Assignment and Assumption of Host Community Agreement and Non-Conforming Use Certificate, dated November 30, 2007, and recorded December 7, 2007, with the Dakota County Recorder as Document No. 621023.

1.13 Amendment No. 1. “Amendment No. 1” means Amendment No. 1 to Host Community Agreement between City of Inver Grove Heights, City of South St. Paul, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP, and Frattalone Companies, Inc. dated January 28, 2008.

1.14 Memorandum of Amendment No. 1. “Memorandum of Amendment No. 1” means Memorandum of Amendment No. 1 to Host Community Agreement between City of Inver Grove Heights, City of South St. Paul, Carl Bolander & Sons Co., Frattalone’s Dawnway, LLLP, and Frattalone Companies, Inc. dated January 28, 2008 and recorded on May 2, 2008 as

ARTICLE 2
RECITALS

Recital No. 1. SSP, IGH and Bolander entered into the Host Community Agreement. At the time of execution of the Host Community Agreement, Bolander owned certain real property generally referred to as the Dawnway Demolition Debris Landfill (Landfill).

Recital No. 2. Bolander sold the Landfill to Dawnway. Bolander assigned the Host Community Agreement to Dawnway subject to the terms and conditions of the following six (6) documents:

- Consent Agreement – City of South St. Paul;
- Consent Agreement – City of Inver Grove Heights;
- Assignment and Assumption Agreement;
- Memorandum of Assignment and Assumption;
- Amendment No. 1; and
- Memorandum of Amendment No. 1.

Recital No. 3. By the Consent Agreement – City of South St. Paul, by the Consent Agreement – City of Inver Grove Heights, by the Assignment and Assumption Agreement and by Amendment No. 1, Frattalone has guaranteed the obligations of Dawnway under the Host Community Agreement as amended.

Recital No. 4. SSP, IGH, Dawnway and Frattalone desire to again amend the Host Community Agreement by this Amendment No. 2.

ARTICLE 3
AMENDMENTS TO HOST COMMUNITY AGREEMENT

3.1 Amendment of Section 1.06 of Host Community Agreement. The parties agree that Section 1.06 of the Host Community Agreement is hereby amended to read as follows:

1.06 Capacity and Duration. By virtue of the permits issued by the MPCA, Dakota County, South St. Paul, and Inver Grove Heights, the only solid waste that may be disposed of at the Landfill is Demolition Debris as defined in the NCUC issued by Inver Grove Heights. By virtue of such permits, the following limitations exist at the Landfill:

- a.) Disposal of Demolition Debris at the Landfill shall not exceed approximately 3,928,280 cubic yards of airspace for Demolition Debris, as approved by the MPCA. This airspace does not include the final cover system. The Parties agree that the remaining airspace capacity at the Landfill remaining after December 1, 2001, was approximately 2,932,463 cubic yards. The remaining airspace capacity will be recalculated each

year as required by the MPCA.

- (b) The Landfill may not expand beyond the geographic boundaries identified in the NCUC issued by Inver Grove Heights.
- (c) No part of the final Landfill contour shall exceed an elevation of 236 feet based on South St. Paul Datum (831.46 feet above mean sea level, National Geodetic Vertical Datum of 1929). That elevation includes the final cover system.
- (d) The Landfill may only accept Demolition Debris through December 31, ~~2017~~2032, unless the Parties agree to an extension or modification. Once the Landfill is no longer able to accept Demolition Debris, the Landfill must be closed pursuant to the Closure Plan approved by the MPCA, Dakota County, South St. Paul and Inver Grove Heights. In all events, the Landfill must be closed no later than 24 months after the Landfill is no longer able to accept Demolition Debris.

3.2 Amendment of Section 5.20 of Host Community Agreement. The parties agree that Section 5.20 of the Host Community Agreement is hereby amended to read as follows:

5.20 Cost of Firefighting. Payment of the Host Community Fee (HCF) shall be considered full compensation for all costs incurred by Inver Grove Heights and South St. Paul for firefighting at the Landfill through December 31, ~~2017~~2032. ~~Bolander~~Dawnway, however, during the firefighting process shall, at its own expense, comply with Section 5.13 and also provide equipment and labor to excavate and expose the Demolition Debris in order that the source of the fire can be identified and in order that the firefighters can apply suppression liquids on the fire itself.

3.3 Amendment of Section 7.11 of Host Community Agreement. The parties agree that Section 7.11 of the Host Community Agreement is hereby terminated in its entirety and is of no further force or effect and is deleted as follows:

7.11 Intentionally Omitted.~~**Municipal Demolition Debris From Inver Grove Heights.** Bolander will allow disposal of Demolition Debris acceptable at the Landfill from City of Inver Grove Heights sources at no charge to the City of Inver Grove Heights for up to 1,500 cubic yards (truck volume) annually provided the demolition is performed by Bolander or by personnel employed by Inver Grove Heights. "City of Inver Grove Heights sources" will include City Hall, public works buildings, fire stations, the Civic Center, Ice Arena, golf course, park buildings and other similar city-owned structures in the City of Inver Grove Heights. This Section 7.11 does not apply to residences, businesses, or other sources of solid waste not listed above as "City of Inver Grove Heights sources."~~

3.4 Amendment of Section 7.12 of Host Community Agreement. The parties agree that Section 7.12 of the Host Community Agreement is hereby terminated in its entirety and is of no further force or effect and is deleted as follows:

~~**7.12 Intentionally Omitted.****Municipal Demolition Debris From South St. Paul.** Bolander will allow disposal of Demolition Debris acceptable at the Landfill from City of South St. Paul sources at no charge to the City of South St. Paul for up to 1,500 cubic yards (truck volume) annually provided the demolition is performed by Bolander or by personnel employed by South St. Paul. "City of South St. Paul sources" will include City Hall, public works buildings, fire stations, Ice Arena, golf course, park buildings and other similar city-owned structures in the City of South St. Paul. This Section 7.12 does not apply to residences, businesses, or other sources of solid waste not listed above as "City of South St. Paul sources."~~

3.5 Amendment of Host Community Agreement By Adding Section 7.15. The parties agree that the Host Community Agreement shall be amended by adding Section 7.15 to provide as follows:

7.15 Payment of \$750,000 to Inver Grove Heights. In addition to the fees and payments contained in Sections 7.01 through 7.14 and notwithstanding anything to the contrary contained in Sections 7.01 through 7.14, Dawnway shall pay Inver Grove Heights \$750,000 by 10 installment payments of \$75,000 each year beginning on September 1, 2018 and continuing on September 1 of each year thereafter through and including September 1, 2027.

The payments required by this Section shall be used by Inver Grove Heights for public purposes. Such purposes may include, among others: general fund purposes; the cost of hosting the Landfill; the cost of providing public services; environmental review and monitoring; and meeting and conferring with, among others, Dawnway, Dakota County, the MPCA, the United States Environmental Protection Agency, the Metropolitan Council, the Office of Environmental Assistance, and any other body having jurisdiction over the Landfill; or other legal public purposes.

The payments required by this Section shall be paid even if the Landfill closes or ceases operation.

If the payments required under this Section are not made within thirty (30) days of the due date, then the city that has not received the payment may by written notice to Dawnway accelerate the requirement for payment of the remaining balance of the original \$750,000 that is to be paid to the city; provided, however, acceleration shall only occur if all the following events have happened:

- (a) Dawnway must be thirty (30) days or more delinquent in making an installment payment.

- (b) Once the thirty (30) day or more delinquency has occurred, the city must give Dawnway a written notice of the city's intent to accelerate unless Dawnway within thirty (30) days after the date of the written notice pays all installment payments that are due.
- (c) Within the thirty (30) day cure period, Dawnway does not pay all the installment payments that are due.
- (d) Once all of the above-listed matters have happened, then in order for acceleration to occur the city must give written notice to Dawnway that acceleration has occurred.

The accelerated obligation to pay the remaining balance of the original \$750,000 shall be in force and effect five (5) days after the date of the last written notice to Dawnway. Dawnway must then pay the remaining balance of the original \$750,000 immediately.

3.6 Amendment of Host Community Agreement By Adding Section 7.16. The parties agree that the Host Community Agreement shall be amended by adding Section 7.16 to provide as follows:

7.16 Payment of \$750,000 to South St. Paul. In addition to the fees and payments contained in Sections 7.01 through 7.14 and notwithstanding anything to the contrary contained in Sections 7.01 through 7.14, Dawnway shall pay South St. Paul \$750,000 by 10 installment payments of \$75,000 each year beginning on September 1, 2018 and continuing on September 1 of each year thereafter through and including September 1, 2027.

The payments required by this Section shall be used by South St. Paul for public purposes. Such purposes may include, among others: general fund purposes; the cost of hosting the Landfill; the cost of providing public services; environmental review and monitoring; and meeting and conferring with, among others, Dawnway, Dakota County, the MPCA, the United States Environmental Protection Agency, the Metropolitan Council, the Office of Environmental Assistance, and any other body having jurisdiction over the Landfill; or other legal public purposes.

The payments required by this Section shall be paid even if the Landfill closes or ceases operation.

If the payments required under this Section are not made within thirty (30) days of the due date, then the city that has not received the payment may by written notice to Dawnway accelerate the requirement for payment of the remaining balance of the original \$750,000 that is to be paid to the city; provided, however, acceleration shall only occur if all the following events have happened:

- (a) Dawnway must be thirty (30) days or more delinquent in making an installment payment.
- (b) Once the thirty (30) day or more delinquency has occurred, the city must give Dawnway a written notice of the city's intent to accelerate unless Dawnway within thirty (30) days after the date of the written notice pays all installment payments that are due.
- (c) Within the thirty (30) day cure period, Dawnway does not pay all the installment payments that are due.
- (d) Once all of the above-listed matters have happened, then in order for acceleration to occur the city must give written notice to Dawnway that acceleration has occurred.

The accelerated obligation to pay the remaining balance of the original \$750,000 shall be in force and effect five (5) days after the date of the last written notice to Dawnway. Dawnway must then pay the remaining balance of the original \$750,000 immediately.

3.7 Amendment of Section 13.08 of Host Community Agreement. The parties agree that Section 13.08 of the Host Community Agreement is hereby amended to read as follows:

13.08 Term/Termination. Subject to Section 13.09, this Agreement shall terminate on January 1, ~~2018~~2033.

ARTICLE 4 **GUARANTEE BY FRATTALONE**

4.1 Guarantee By Frattalone. Frattalone agrees that Frattalone unconditionally and irrevocably guarantees that the obligations, duties and responsibilities of Dawnway under the Host Community Agreement and under Amendment No. 1 and under Amendment No. 2, including, but not limited to, the obligations of Dawnway contained in Sections 7.15 and 7.16 of the amended Host Community Agreement.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Amendment No. 2 shall run with the Landfill, and shall be binding upon the parties and the successors and assigns of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Amendment No. 2 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 Amendment No. 2 or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Amendment No. 2 , waive compliance by another with any of the covenants contained in this Amendment No. 2 , 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 Amendment No. 2 . 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 Amendment No. 2 shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

5.3 Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 Counterparts. This Amendment No. 2 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.

5.5 Continuation of Host Community Agreement and Amendment No. 1. Except as modified by this Amendment No. 2, all terms and conditions of the Host Community Agreement and Amendment No. 1 remain in full force and effect.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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 Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in 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

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis, Mayor

ATTEST:

Christy Wilcox, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared James P. Francis and Christy Wilcox, 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 South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in 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

By: TAN, LLC, the general partner of Frattalone's
Dawnway, LLLP

[illegible]

Notary Public

FRATTALONE COMPANIES, INC.

By: _____
Frank M. Frattalone
Its Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public appeared Frank M. Frattalone, who being by me duly sworn, did say that he is the Chief Executive Officer of Frattalone Companies, Inc., a Minnesota corporation, and that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors; and said Frank M. Frattalone acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

This Instrument Drafted By:

Timothy J. Kuntz, #58993
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

After Recording, Return To:

Timothy J. Kuntz, #58993
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

EXHIBIT A

Legal Description of Landfill

The South 825 feet of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-Two (22), lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom one and thirty-one (1.31) hundredths acres used for Cemetery purposes; also excepting therefrom that part of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Thirty-four (34), described as follows: Beginning at a point 1308.95 feet west and 8.25 feet north of the Southeast corner of said Section Thirty-four (34), thence North 208.71 feet, thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet to the place of beginning, said last excepted piece containing one (1) acre.

Also the South 825 feet of Government Lot Eight (8) in Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22) lying westerly of the Chicago, Great Western Railway right of way, and lying northwesterly a line which is parallel with and 40.00 feet northwesterly of the hereinafter described line A; excepting therefrom the following described tract of land, to-wit: Commencing at a point on the south line of Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22), 322 feet east of the southwest corner of said Section, thence east on Section line 533.26 feet to the westerly line of the Chicago, Great Western Railroad right of way, thence northerly 876.22 feet, thence westerly parallel with the section line 565 feet, thence southerly 645.86 feet, thence easterly thirty (30) feet, thence southerly 230.36 feet to beginning, and said excepted lands being within the boundaries of W.F. Krech's 2nd Addition to the Village of Inver Grove, Dakota County, Minnesota.

LINE A

Commencing at the southeast corner of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, T. 27 N., R22 W.; thence westerly along the south line of said N $\frac{1}{2}$ a distance of 222.01 feet to the point of beginning of the line to be described; thence deflect to the right 80 degrees 47 minutes 09 seconds a distance of 131.59 feet, to a point on a 520.87 foot radius, tangential curve, concave to the east; thence northeasterly, along said curve, central angle of 79 degrees 30 minutes 58 seconds, a distance of 722.87 feet; thence northeasterly, tangent to said curve 800.00 feet and there terminating.

PARCEL A:

All of Block 1, excepts Lots 28 through 30 inclusive;

All of Block 2;

All of Block 3, except Lot 26;

All of Block 4, excepts Lots 1, 5 and 6;

All of Block 6, excepts Lots 1 through 6 inclusive, and except that portion of Lots 7 through 9 inclusive lying northerly of the southerly right-of-way line of Poplar Street as now traveled; and except that part of Lot 10, Block 6, Lincoln Park Addition to South St. Paul, according to the recorded plat thereof, lying and being northerly of the northerly line of new Valley Street (as

relocated and constructed as of January 2, 1958, from Henry Street in an Easterly direction to Edwards Street); all in Dakota County, Minnesota; and except that part of the southwesterly half of vacated Edwards Avenue as dedicated on the recorded plat of Lincoln Park Addition to South St. Paul lying between the northeasterly extension of the northwesterly and southeasterly lines of Lot 10, Block 6, in said plat, accruing thereto by reason of the vacation.

All of Block 7 and 8;

Lot 1, Block 10;

All that part of the vacated alley in Block 1 lying southerly of the right-of-way of Poplar Street (formerly known as Valley Street; all that part of the vacated alleys in Block 4, except that portion which accrues to Lots 1, 5 and 6 of said Block by reason of said vacation; all that part of the vacated alleys in Blocks 2, 3, 6, 7 and 8; all that part of vacated Charles Avenue between Poplar Street, (formerly Valley Street) and Linden Street, except the portion which accrues to Lot 6, Block 4 by reason of said vacation; all that part of vacated Boston Avenue between Poplar Street (formerly Valley Street) and Linden Street except that portion which accrues to Lot 1, Block 4, by reason of said vacation; all that part of vacated Davis Avenue between vacated Maple Street and Linden Street; and all that part of vacated Maple Street between Henry Avenue and Edwards Avenue;

All in Lincoln Park Addition to South St. Paul, according to the plat thereof now on file and of record in the Recorder's office in Dakota County, Minnesota.

Reservation in the State of Minnesota in trust for the taxing districts concerned, all minerals and mineral rights as to Lots 11, 12, 13, 14, 15, 16, 17, 18, 25 and 26, Block 1; Lots 11, 12, 13, 14, 15, 24, 25, 26, 27, 28, 29 and 30, Block 2;

Lots 1, 2, 3, 12, 13, 14, 15, 23, 24, 25 and 28, Block 3; Lots 9, 10, 11, 16 and 17, Block 4; Lots 8, 9, 10, 11 and 14, Block 6; Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 25, 26, 27, 28, 29 and 30, Block 7; Lots 7, 10, 13, 14, 17, 18, 19, 20 and 21, Block 8; and Lot 1, Block 10.

PARCEL B:

Lot Twenty-six (26) in Block Three (3) of Lincoln Park Addition to South St. Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota; excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

PARCEL C:

Lots One (1), Two (2) and Three (3) in Block Six (6) of Lincoln Park Addition to South St. Paul, subject to an easement to the Great Lakes Pipe Line Company of Ponca City, Oklahoma, over and across said Lots 1, 2 and 3 in said Block 6; Lots Five (5) and Six (6), Block 6 of Lincoln Park Addition to South St. Paul, excepting that part of Lots 5 and 6, Block 6, lying and being northerly of the Northerly line of new Valley Street (as relocated and constructed as of January 2, 1958 from Henry Street in an easterly direction to Edwards Street);

That part of vacated Linden Street accruing thereto by reason of the vacation.

All according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FRATTALONE'S DAWNWAY – CASE NO. 17-35NCUC

Meeting Date: April 9, 2018
 Item Type: Regular
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate (NCUC) allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement.

- Requires 3/5th's vote.
- 60-day deadline: May 25, 2018 (extended by applicant)

The City Administrator is preparing a separate memo covering the Host Community Agreement.

SUMMARY

The applicant is requesting a 15 year extension to the current certificate. The current term expires on December 31, 2017. The applicant has indicated they need the additional time to complete filling the landfill to the approved volume. No other changes to the operation or NCUC are being proposed.

The Item was discussed by the City Council on December 11, 2017, but action was tabled as the Host Community Agreement was not complete.

ANALYSIS

At the Council meeting, several residents spoke and raised concerns and issues they had with the operation and request. Minutes from that meeting are attached. There was much discussion about ground vibrations from the operation and the concern that they may be impacting the homes and foundations. The Mayor asked about costs for putting meters in homes to look at the shaking. Scott Thureen, Public Works Director indicated he could look at costs and bring back to Council.

Mr. Thureen had initial discussions with consultants on cost of house monitoring. The estimated cost for five days of continuous monitoring is \$375 per site, plus \$1,200 for the summary report. If three houses were monitored, the total estimate cost would be \$2,325. If the City were to conduct vibration monitoring, it should be done in the middle of summer when activity is high. The study would also need to differentiate between landfill activity and background vibrations from truck traffic on Concord Boulevard.

In the meantime, Fratalone hired American Engineering Testing, Inc. to take vibration measurements at three different locations while crushing of concrete was occurring from the period January 17 to 29, 2018. According to the summary of results from the report dated February 18, 2018, no noticeable vibrations were recorded during normal landfill activities and rock crushing activities at the eastern fence location. The highest recorded event for the western fence location was well below damage threshold levels. The overall highest level recorded was at the unit setup near Concord Boulevard at the old Trojes Trash building. It is the consultant's opinion that the vibrations recorded were from the railroad traffic behind the building and not from rock crushing activities at Dawnway Landfill.

RECOMMENDATION

The Environmental Commission reviewed the request on November 16 and determined that the full 15 year extension should be granted to provide enough flexibility to complete the landfill.

The Planning Commission reviewed the request on November 21 and recommended approval of the 15 year extension.

Planning Division. Based on the remaining volume determined by Barr Engineering and the average amount of material deposited over the last nine years, an extension of at least 12 years would be needed.

Attachments: Resolution approving the NCUC Amendment
Staff Memo to City Council from December 11, 2017 meeting
City Council minutes from December 11, 2017
Vibration Testing Results from Frattalone (summary only)
Additional e-mail comments from Resident

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 18-_____

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO RESOLUTION NO. 02-156
GRANTING A NON-CONFORMING USE CERTIFICATE FOR A DEMOLITION
DEBRIS LANDFILL**

WHEREAS, the City of Inver Grove Heights by Resolution No. 02-156 granted a Non-Conforming Use Certificate for a Demolition Debris Landfill.

WHEREAS, Frattalone's Dawnway, LLLP, a Minnesota limited liability company, is the current fee owner and operator of the Landfill described on the attached Exhibit A.

WHEREAS, the City desires to amend Section 3.5 of Resolution No. 02-156.

WHEREAS, the City desires to amend Section 4.4 of Resolution No. 02-156.

**NOW, THEREFORE, BE IT RESOLVED BY THE INVER GROVE HEIGHTS
CITY COUNCIL:**

1. The City Council of the City of Inver Grove Heights hereby amends Section 3.5 to read as follows:

3.5 Landfill – Duration. The Landfill may only accept Demolition Debris through December 31, ~~2017~~2032, unless the parties agree to an extension or modification hereof.

2. The City Council of the City of Inver Grove Heights hereby amends Section 4.4 to read as follows:

4.4 Fire Protection Agreement. User shall comply with Host Community Agreement, provisions relating to Fire Protection. Payment of the Host fees under the Host Community Agreement shall be considered payment in full of firefighting costs incurred by City through December 31, ~~2017~~2032.

Passed this 9th day of April, 2018

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

ACCEPTANCE:

Frattalone's Dawnway, LLLP hereby accepts and agrees to the terms and conditions of this *Resolution Approving Amendment No. 1 to Resolution No. 02-156 Granting a Non-Conforming Use Certificate for a Demolition Debris Landfill* dated April 9, 2018.

FRATTALONE'S DAWNWAY, LLLP

By: TAN, LLC, the general partner of Frattalone's
Dawnway, LLLP

By: _____

Nicholas D. Frattalone
President of TAN, LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public appeared Nicholas D. Frattalone, who being by me duly sworn, did say that he is the President of TAN, LLC., a Minnesota limited liability company; and that TAN, LLC, is the general partner of Frattalone's Dawnway, LLLP, a Minnesota limited liability limited partnership, and that the foregoing instrument was executed on behalf of TAN, LLC by authority of its Board of Governors; and that the foregoing instrument was executed on behalf of Frattalone's Dawnway, LLLP by authority of its partners and said Nicholas D. Frattalone acknowledged said instrument to be the free act and deed of said Frattalone's Dawnway, LLLP and of said TAN, LLC, the general partner of Frattalone's Dawnway, LLLP.

Notary Public

EXHIBIT A
LANDFILL BOUNDARIES (Legal Description)

The South 825 feet of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-Two (22), lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom one and thirty one (1.31) hundredths acres used for Cemetery purposes; also excepting therefrom that part of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Thirty-four (34), described as follows: Beginning at a point 1308.95 feet west and 8.25 feet north of the Southeast corner of said Section Thirty-four (34), thence North 208.71 feet, thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet to the place of beginning, said last excepted piece containing one (1) acre.

Also the South 825 feet of Government Lot Eight (8) in Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22) lying westerly of the Chicago, Great Western Railway right of way, and lying northwesterly of a line which is parallel with and 40.00 feet northwesterly of the hereinafter described Line A; excepting therefrom the following described tract of land, to wit: Commencing at a point on the south line of Section Thirty-five (35), Township Twenty-eight (28), Range Twenty-two (22), 322 feet each of the southwest corner of said Section, thence east on Section line 533.26 feet to the westerly line of the Chicago, Great Western Railroad right of way, thence northerly 876.22 feet, thence westerly parallel with the section line 565 feet, thence southerly 645.86 feet, thence easterly thirty (30) feet, thence southerly 230.36 feet to beginning, said excepted lands being within the boundaries of W. F. Krech's 2nd Addition to the Village of Inver Grove, Dakota County, Minnesota.

Line A

Commencing at the southeast corner of the N1/2 of the NE1/4 of the NE $\frac{1}{4}$ of Section 3, T.27N., R22W; thence westerly, along the south line of said N1/2, a distance of 222.01 feet to the point of beginning of the line to be described; thence deflect to the right 80 degrees 47 minutes 09 seconds a distance of 131.59 feet, to a point on a 520.87 radius, tangential curve, concave to the east; thence northeasterly, along said curve, central angle 79 degrees 30 minutes 58 seconds, a distance of 722.87 feet; thence northeasterly, tangent to said curve 800.00 feet and there terminating.

AND

PARCEL A

All of Block 1, except Lots 28 through 30 inclusive;
All of Block 2;
All of Block 3, except Lot 26;
All of Block 4, except Lots 1, 5 and 6;
All of Block 6, except Lots 1 through 6 inclusive, and except that portion of Lots 7 through 9 inclusive lying northerly of the southerly right-of-way line of Poplar Street as now traveled;
All of Blocks 7 and 8;

Lots 1, Block 10

All that part of the vacated alley in Block 1 lying southerly of the right-of-way of Poplar Street (formerly known as Valley Street); all that part of the vacated alleys in Block 4, except that portion which accrues to Lots 1, 5 and 6 of said Block by reason of said vacation; all that part of the vacated alleys in Blocks 2, 3, 6, 7 and 8; all that part of vacated Charles Avenue between Poplar Street, (formerly Valley Street) and Linden Street, except that portion which accrues to Lot 6, Block 4 by reason of said vacation; all that part of vacated Boston Avenue between Poplar Street (formerly Valley Street) and Linden Street, except that portion which accrues to Lot 1, Block 4, by reason of said vacation; all that part of vacated Davis Avenue between vacated Maple Street and Linden Street; and all that part of vacated Maple Street between Henry Avenue and Edwards Avenue; All in Lincoln Park Addition to South St. Paul, according to the plat thereof now on file and of record in the Recorder's office in Dakota County, Minnesota.

Reservation in the State of Minnesota and in trust for the taxing districts concerned, all minerals and mineral rights as to Lots, 11, 12, 13, 14, 15, 16, 17, 18, 25 and 26, Block 1; Lots 11, 12, 13, 14, 15, 24, 25, 26, 27, 28, 29 and 30, Block 2;

Lots 1, 2, 3, 12, 13, 14, 15, 23, 24, 25 and 28, Block 3; Lots 9, 10, 11, 16 and 17, Block 4; Lots 8, 9, 10, 11 and 14, Block 6; Lots 1, 2, 3, 4, 5, 6, 13, 14, 15, 25, 26, 27, 28, 29 and 30, Block 7; Lots 7, 10, 13, 14, 17, 18, 19, 20 and 21, Block 8; and Lot 1, Block 10.

PARCEL B:

Lot Twenty-six (26) in Block Three (3) of Lincoln Park Addition to South St. Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota; excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

PARCEL C:

Lots One (1), Two (2) and Three (3) in Block Six (6) of Lincoln Park Addition to South St. Paul, subject to an easement to the Great Lakes Pipe Line Company of Ponca City, Oklahoma, over and across said Lots 1, 2, and 3 in said Block 6;

Lots Five (5) and Six (6) in Block Six (6) of Lincoln Park Addition to South St. Paul, excepting that part of Lots 5 and 6, Block 6, lying and being northerly of the Northerly line of new Valley Street (as relocated and constructed as of January 2, 1958 from Henry Street in an easterly direction to Edwards Street);

All according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Excepting all minerals and mineral rights reserved in favor of the State of Minnesota.

NOTE: The above-described property contains land in the Cities of Inver Grove Heights and South St. Paul. The defined Landfill for purposes of this Non-Conforming Use Certificate (as so defined by Section 1.20) is only the land described above in the City of Inver Grove Heights.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FRATTALONE'S DAWNWAY – CASE NO. 17-35NCUC

Meeting Date: December 11, 2017
 Item Type: Regular
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate (NCUC) allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement

- Requires 3/5th's vote.
- 60-day deadline: December 15, 2017 (extended by applicant)

SUMMARY

The applicant is requesting a 15 year extension to the current certificate. The current term expires on December 31, 2017. The applicant has indicated they need the additional time to complete filling the landfill to the approved volume. No other changes to the operation or NCUC are being proposed.

In 2002, the City approved an NCUC for Bolander and Sons who operated the landfill until 2007. Frattalone has operated the landfill since 2007.

ANALYSIS

Barr Engineering was hired to review the permit for the City. They did a volume calculation using info provided by the applicant. Barr calculated a volume roughly 200,000 cubic yards less than listed on the volume remaining report at the end of 2016. Staff will work with the applicant and Barr Engineering to sort out the difference. In any case, there is a maximum volume permitted and a maximum height allowed for the material. The landfill will be complete once these physical dimensions are reached.

The applicant has provided a summary table of the amount of material collected over the last 9 years. The average amount is approximately 108,000 cubic yards per year. At that rate, it would take 14.3 years to complete the landfill.

A question was brought up at the Planning Commission about what happens to the approved accessory uses once the landfill is closed. The demolition landfill is the principal use on the property. The recycling, crushing and stockpiling of material would be accessory to the principal use. Once the principal use ceases, the accessory uses would also be required to cease.

City staff is in the process of negotiating a new Host Community Agreement. The City of South St. Paul is part of the negotiations since the landfill is in both cities. This is still ongoing.

Another question was raised regarding collecting a fee for the material that is recycled on site and sold off site. Dakota County collects a gravel tax on materials removed, but not on recycled material. Staff will look at including a fee as part of the Host Community Agreement.

Any extension of the time frame for the NCUC should not be approved until a Host Community Agreement is drafted and ready. Therefore, Staff recommends Council grant a 90 day extension to provide time to draft the Host Community Agreement. Council would then take action on the time extension and agreement at the same meeting.

RECOMMENDATION

The Environmental Commission reviewed the request on November 16. Most of the discussion centered around the volume remaining and if a shorter time period should be allowed. The Commission determined that the full 15 year extension should be granted to provide enough flexibility to complete the landfill.

The Planning Commission reviewed the request on November 21 and also recommended approval of the 15 year extension.

Planning Division. Recommends Council approve a 90 day extension to the NCUC in order to provide time to negotiate a Host Community Agreement. Once this is done, the item will be placed on the next available council agenda for action on the extension and host agreement.

Attachments: Resolution granting a 90 day extension
 Planning Commission Recommendation
 Planning Report
 Additional e-mail comments from Residents

Motion by Piekarski Krech, second by Hark, to approve a). Ordinance #1345 Ordinance to rezone Lot 1, Block 1, Scenic Hills from R-1C/PUD to R-3C/PUD.; b). Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 68-unit single family and 32-unit senior care facility; Resolution 17-244, and c). Resolution relating to a Conditional Use Permit for a 32-unit multiple family development; Resolution 17-245.

Ayes: 5

Nays: 0 Motion carried.

 **F. FRATTALONE'S DAWNWAY; Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement among Frattalone's Dawnway, Inver Grove Heights and South St. Paul. The property is located on Dawn Way, west of Concord Boulevard. Resolution 17-246**

City Planner Allan Hunting reviewed the agreement to amend the existing agreement for the next 15 years to complete the filling of the landfill. The first NCUC was approved in 2002, and expires at the end of this year. No changes are proposed by the Applicant.

He stated that the second part is for a Host Community Agreement with South St. Paul, as the landfill is in both Cities. They are requesting a new agreement to be approved and are meeting with the staff right now. We are still in negotiations. Since we need more time to get that done, staff is recommending Council extend the amendment for the non-conforming use certificate to operate for an additional 15-year extension to 90 days bringing us to the end of March. A non-conforming use only requires a majority of a 3/5 vote for the Council. Applicant has extended the 60-day review period. They will have to approve and agree to an extension as well with the Councils action.

Jim Fyksen, 4045 59th Street, adjacent to the gravel pit, stated he has dealt with this property for 35 years. They opposed it at that time, and it still went through. It was approved again in 2002 and we are back again for another 15 year permit. He's lived with dust, noise, shaking of the ground. He doesn't believe they have any intension of filling up the landfill.

Mike Gardner, 5950 Concord, stated his house intersects with Dawn Avenue. He stated 32 years ago, they said it should be full after 20 years. Smashing the concrete is hazardous and toxic to them. Rocks, boulders on the boulevard, and the dust, is ridiculous so they can't open windows. It needs to stop.

Tracy Fyksen, 4045 59th Street, researched the shaking that has occurred on her property. Houses are shaking at a Richter scale of 2.5 to 4.0. Homes are not built to withstand that shaking and this needs to end.

Mark Feidick, 5946 Concord St, complained about the dirt and debris coming off the trucks from the landfill. He's breathing all that in and worries about his health.

Larry Lascewski, 5919 Concord Blvd, doesn't feel this will ever end.

Joe McBride, 4055 59th Street E., went over the signed petition of (3) signatures. He showed several pictures of the area. He doesn't feel they have the room. He went over the amount of the recycling collected from 2009-2016. He discussed the traffic of the disposal and the recycling. He stated that a small group is absorbing the brunt of all of this.

Mark Feidick, asked for a study by the MN Pollution Agency for noise and air before this can be reapproved.

Jim Fyksen discussed his wife's lung cancer and that this environment doesn't help with that. Please do not let this go through.

Community Development Director Tom Link stated he is not aware if the MPCA monitors noise or air quality.

Councilmember Piekarski Krech asked about the pictures shown.

Applicant Tony Frattalone stated he does have a MPCA permit. It is inspected regularly. They have a full-time water and dust quality employee. State requires that you recycle as much material as you can rather than dumping it in a hole. He stated he would let the Council tour the facility at any time. He stated that in regards to the crushing, the permit only allows it November-March, windows are normally closed during that time period. He stated there is sound barrier testing that has been done and they have put barriers up in the area.

Councilmember Piekarski Krech asked if he knew anything about the shaking.

Mr. Frattalone responded he wasn't aware that was happening, but there are a lot of trucks that go up and down Concord Avenue and they don't all necessarily stop at the landfill.

Councilmember Bartholomew stated that they would like to see the testing on the sound barrier. He asked about the dust controller. He asked if they also recycle on Saturdays? Perhaps the neighborhood would request no crushing on Saturday and Sundays?

Applicant Frattalone responded he can get them the testing results. In regard to the dust, they have a full-time water truck on the site at all times. Water is shut off in November and it's usually pretty quiet in the winter. If they need water they will truck it in.

Luke Dahn, 5645 Annette Avenue E, Inver Grove Heights said they do not crush on Saturday or Sunday. Our permit is Mon-Friday 7-4pm. November through March is their permit. They do not crush at any time outside of that. Items are stockpiled throughout the year.

Councilmember Hark asked if those trucks are required to be covered? It's a pretty dusty load.

Mr. Dahn stated there is no requirement, some companies have it some don't. Class five holds moisture pretty well.

Mayor Tourville asked about the motion of the drilling for the project to Thureen. Can we put meters in the house to look at the shaking? Is it expensive?

Public Works Director Scott Thureen stated he can look at the cost and bring it back to the Council.

Residents discussed complaints with the Frattalone's employees.

Mr. Fyksen questioned bringing in those trucks and asked if dumping them doesn't create dust? You are bringing in product and stirring up dust, as well as crushing and creating dust. Between those two piles you are always going to have dust. He doesn't feel no matter how wet that is you are still going to get dust. He stated he has had difficulty getting through to them when he needs to. The phone number is hard to find.

Mr. Dahn stated they are sprayed with water. They are wet when they get here. When the water truck is there we also water it down when we place it. Our goal is to keep away the dust. It is then capped with dirt. He offered his phone number to contact. He also stated they can visit at any time.

Ms. Fyksen asked if the permit only allows crushing November through March, why is she feeling vibrations and hearing it all summer long?

Mr. Dahn responded they haven't crushed there in over a year.

Councilmember Bartholomew wanted to verify that you haven't crushed in over a year, and you will get the phone numbers to the individuals who requested them. You are also willing to have someone on site to visit?

Mr. Dahn agreed to the above.

Councilmember Piekarski Krech asked if you are not crushing over the summer, do you have large trucks working? What could cause the vibration?

Mr. Dahn responded there is a bulldozer pushing on the demolition landfill side of things.

Mr. Gardner felt what you are feeling might be trucks going in and out. He counted them one day.

Mr. Frattalone also thought what you may be feeling is the screener. It may look like a crusher, but it's vibrating with dirt and gravel to take the rock out.

Mr. McBride said they are still filling in the southeast corner, they are pushing it up hill with a D6 and it shakes. D9 is a huge piece of machinery and you can feel that.

Mr. Frattalone reiterated that anyone is welcome to come for a tour. He encouraged it.

Councilmember Piekarski Krech asked if residents from South St. Paul have complained?

Mr. Hunting responded he hasn't heard anything from South St. Paul staff.

Mark F. stated as far as he knew there is only one entrance and exit to the facility and that is in Inver Grove Heights. That's where all the dust drops off the trucks that go in and out. He didn't think South St. Paul would have much of a complaint.

City Attorney Tim Kuntz stated South St. Paul has its own permit authority, as does Inver Grove Heights through the non-conforming use certificate. There is a joint Host Community Agreement that had three parties to it. The operator of the landfill, South St. Paul, and Inver Grove Heights.

Ms. Fyksen stated she has actually spoken to neighbors from South St. Paul, but they didn't think they could be heard here so they didn't attend.

Councilmember Piekarski Krech stated they hear from people from all around and are welcome.

Councilmember Bartholomew asked if the testing devices could be done in 90 days.

Mr. Thureen stated he can look at the vibration monitoring and bring it back.

Mr. Kuntz stated 90 days has been used as a placer number. You will get to March. In March the first regular meeting is on the 12th and the second is on the 26th.

Mr. Hunting felt 90 days was long enough. It could come sooner than that. Joe Lynch sets up the meetings.

Councilmember Piekarski Krech asked that the agreement be done by March 12th.

Mr. Frattalone agreed to the date of March 12th.

Motion by Piekarski Krech, second by Bartholomew to table this until March 12th and to extend the current non-conforming use and extend the certificate until March 12, 2017. Resolution 17-246.

Mayor Tourville questioned whether the County comes out to do dust checking. The MPCA would be taking a look at vibrations, dust, water, product, etc. The County monitoring.

Councilmember Hark asked Mr. Thureen about what is involved in measuring vibrations. If that equipment is placed in the house hypothetically, does the City have the expertise to deal with that data?

Mr. Thureen stated in the past a geotechnical firm was hired to install and record the information and then provide a report.

Mr. McBride stated he wasn't notified of this meeting.

Councilmember Piekarski Krech responded they should have been told of this meeting at the Planning Commission meeting.

Mayor Tourville commented you can always keep in touch with the planning group here. We will not do a mailing about March 12th. If that date changes, we will send a notice to you.

Ayes: 5

Nays: 0 Motion carried.



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

February 28, 2018

Frattalone Companies
3205 Spruce Street
Saint Paul, MN 55117

Attn: Tony Frattalone
Tonyf@frattalone.com

RE: Vibration Monitoring Services
Dawnway Landfill Facility
5965 Dawn Way
South Saint Paul, Minnesota
AET Project No. 20-16455

Dear Mr. Frattalone:

Vibration monitoring services has been conducted at the above referenced project. This work was performed in accordance with your acceptance of our proposal dated January 12, 2018.

Project Description

Rock crushing activities are being performed at the Dawnway Landfill Facility located at 5965 Dawn Way in South Saint Paul, Minnesota. American Engineering Testing, Inc (AET) has been requested to perform vibration monitoring during normal landfill activities and rock crushing activities.

Vibration Monitoring

Vibrations were monitored using an InstanTel Blastmate III seismographs during normal landfill activities and rock crushing activities. The seismographs consist of a geophone, keyboard, plotter, and liquid crystal display. Three seismographs were used to monitor for vibrations (one at the eastern fence, on at western fence and one inside a building off of Concord Avenue). The seismographs continually monitored from the period of January 17 to January 29, 2018. A location map of the approximate locations of the seismographs is attached.

Prior to monitoring, the geophone was aligned and leveled, and the monitor was turned on. After the monitoring period, the results were recorded, downloaded and printed in hard copy. The seismographs were programmed to monitor in "Histogram" mode from 6:00 AM to 6:00 PM to provide a continuous record of the day's events.

Studies of construction/demolition related earthborne vibrations have been performed by numerous organizations worldwide. Ground motion from most construction/demolition related activity is a nearly linear function (on a dual-logarithmic scale) of the energy applied at the source and the distance away from the source. The most widely accepted criteria for structural damage is provided by the U.S. Bureau of Mines (USBM), which recommends typical peak particle velocities (PPV's) not exceed 0.75 in/sec as a safe limit of motion for newer masonry or reinforced concrete buildings, at frequencies less than 15 Hertz. At higher frequencies, the USBM states the acceptable threshold level increases up to 2.00 in/sec as the frequency increases up to 40 Hertz. It is widely accepted that human sensitivity of ground vibrations is 0.02 inches per second.

These standards also recognize that frequency of the vibrations is an important factor in determining the amount of resonance established in a receiving structure. Ground vibrations with frequencies close to the natural frequency of the receiving structure can have the most damaging effects due to resonance. Hence, the modern standards tend to reduce the safe limit values for vibrations with frequencies less than 10 to 30 Hertz (the natural frequency range for buildings).

No noticeable vibrations were recorded during normal landfill activities and rock crushing activities at the eastern fence location during the monitoring period. The highest recorded PPV for the unit setup at the western fence was 0.03 in/sec, which perceptible but well below damage thresholds. The highest recorded PPV for the unit setup near Concord Avenue was 0.07 in/sec, it is our opinion that the vibrations recorded at this unit are from railroad traffic behind the building not from rock crushing activities at the Dawnway Landfill Facility. Vibration Monitoring Reports for each day from each of the monitoring locations are attached.

Remarks

To protect the client, the public and American Engineering Testing, Inc., this report (and all supporting information) is provided for the addressee's own use. No representations are made to parties other than the addressee.

We have endeavored to perform the engineering services for this project in a manner consistent with the level of skill and care ordinarily exercised by other members of our profession currently practicing in this area under similar budgetary and time constraints. No warranty, express or implied, is made regarding the condition of the structures observed.

If you have questions concerning this report, please contact us.

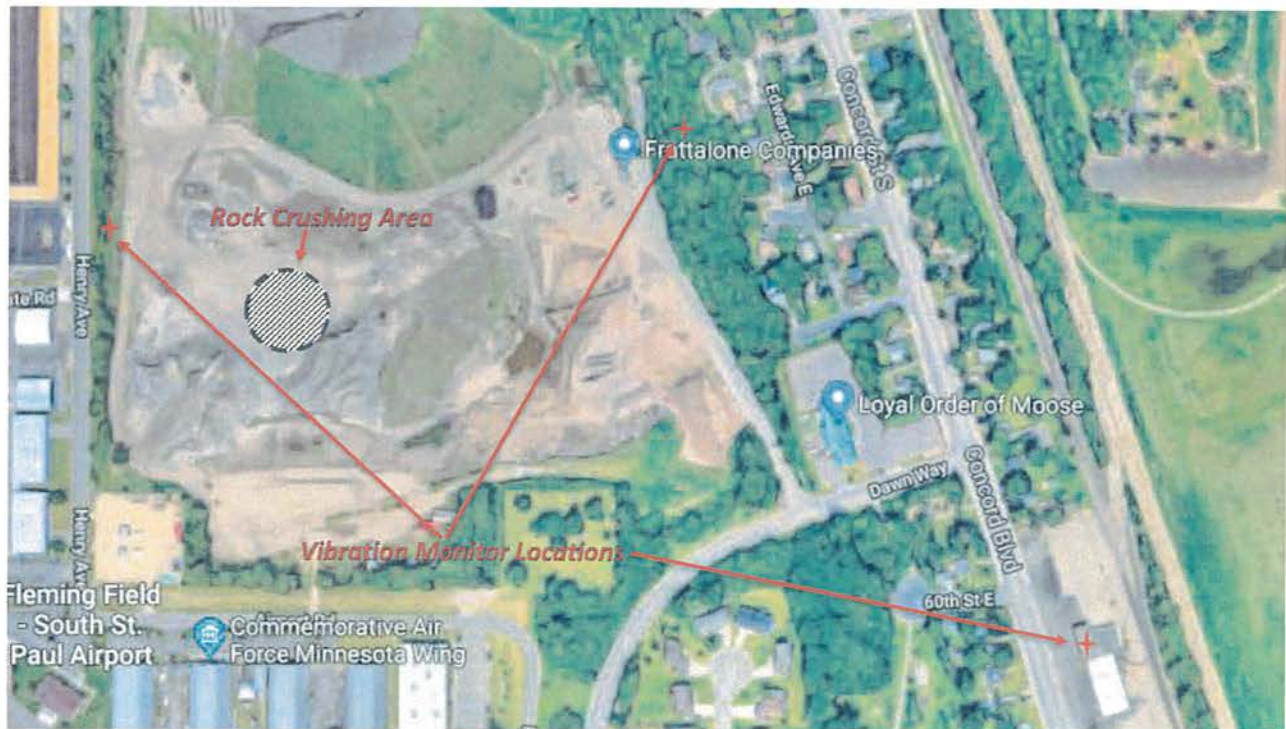
Sincerely,

American Engineering Testing, Inc.



Justin G. Eikeland, PE
Staff Engineer II

Vibration Monitor Location Map
Dawnway Landfill Facility
AET Project No.: 20-16455



Allan Hunting

From: George Tourville
Sent: Wednesday, March 7, 2018 12:08 PM
To: Allan Hunting; Tom Link
Cc: Joe Lynch
Subject: Fwd: Dawnway Landfill

FYI

Begin forwarded message:

From: Joe G McBride <joegmcbride@hotmail.com>
Date: March 7, 2018 at 11:21:38 AM CST
To: "phark@invergroveheights.org" <phark@invergroveheights.org>,
"gtourville@invergroveheights.org" <gtourville@invergroveheights.org>,
"tbartholomew@invergroveheights.org" <tbartholomew@invergroveheights.org>,
"rpiekarskikrech@invergroveheights.org" <rpiekarskikrech@invergroveheights.org>,
"kperry@invergroveheights.org" <kperry@invergroveheights.org>
Subject: Dawnway Landfill

Dear Mayor and City Council

According to the Non Conforming Use Certificate final grade elevation at Dawnway landfill are six feet higher than Henry avenue. Frattalone is allowed to store material 30 ft above said finished grade. Does the City of IGH want to monitor elevation heights for the next 15 years? does the city want to look at a privacy fence along Henry avenue for 15 years.

Henry avenue is the main approach to Fleming Field airport, and this is also the entrance to the City of SSP and IGH if your mod of transportation is an airplane. Its an eye sore right know and will be for the next 15 years. Get rid of all the peripheral operations at Dawnway landfill and limit operations to demolition debris. The Mississippi river valley is a beautiful vista, but not with a recycling pile in the way.

Joe McBride

George Tourville | Mayor

Tel: 651-450-2507 | Home: 651-455-4465

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

gtourville@invergroveheights.org | www.invergroveheights.org

Allan Hunting

From: Kara Perry
Sent: Wednesday, March 14, 2018 1:57 PM
To: Allan Hunting; Joe Lynch
Subject: Fwd: landfill

Kara Perry | Council Member

Tel: [651-238-7155](tel:651-238-7155) | Voicemail: [651-450-2506](tel:651-450-2506)

City of Inver Grove Heights | [8150 Barbara Ave](#) | [Inver Grove Heights](#) | [Minnesota](#) | [55077](#)

kperry@invergroveheights.org | www.invergroveheights.org

Begin forwarded message:

From: Joe G McBride <joegmcbride@hotmail.com>
Date: March 14, 2018 at 11:09:27 AM MST
To: "gtourville@invergroveheights.org" <gtourville@invergroveheights.org>, "tbartholomew@invergroveheights.org" <tbartholomew@invergroveheights.org>, "rpiekarskikrech@invergroveheights.org" <rpiekarskikrech@invergroveheights.org>, "kperry@invergroveheights.org" <kperry@invergroveheights.org>, "phark@invergroveheights.org" <phark@invergroveheights.org>
Subject: Fw: landfill

Sent out 60 letters to residents and this is a reply.

From: Jeffery Peper <hotpepper10@ymail.com>
Sent: Wednesday, March 14, 2018 12:36 PM
To: Joe G McBride
Subject: Re: landfill
please forward this to anybody that can help.

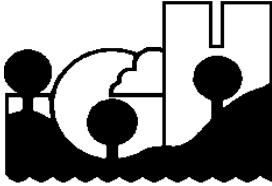
On Wednesday, March 14, 2018 11:34:07 AM CDT, Joe G McBride <joegmcbride@hotmail.com> wrote:

Hi Jeff thanks
Is it okay if I forward this to city council and the mayor of igh?
Joe

Sent from my iPhone

On Mar 14, 2018, at 11:27 AM, Jeffery Peper <hotpepper10@ymail.com> wrote:

even though I pick up boulders off the curb and street in front of my house on concord street that fall off the landfill trucks and could kill a driver one of these day's,. i'am not a public speaker at meetings. I hear the landfill raises money for the city of IGH. how could we possibly stop this project? I'm sick of the dust and dirt sticking to my house and concord looks like a dirt alley instead of a city street., I wish you the best of luck on stopping this!. JEFF PEPPER,. concord st resident owner.



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Third Restated and Amended Host Community Agreement, Pine Bend Landfill

DATE: April 5, 2018

Background:

Enclosed with this Memo is a copy of the Third Restated and Amended Host Community Agreement for Pine Bend Landfill, along with a Memo from staff on the application for a side slope expansion. This side slope expansion opens the landfill for an additional 3.5 million cubic yards of mixed, municipal solid waste. The expansion does not increase the footprint of the operation. It does not ask for an extension for the timeframe of the operation and does not change the land use.

The owner and operator of the landfill is BFI Waste Systems of North America, LLC. Allied Waste Industries is the parent company of Browning-Ferris industries, LLC. Allied Waste industries will guarantee the payments as specified in the following bullet points:

- ✓ BFI will pay the City \$1,000,000 in 10 payments of \$100,000 annually beginning October 1, 2018. These payments will continue for that period even if the landfill closes. These are unrestricted funds.
- ✓ BFI will pay the City \$1,500,000 in 12 payments of \$125,000 annually beginning June 1, 2018. These payments will be made even if the landfill closes. These are unrestricted funds.
- ✓ BFI will continue to donate \$15,000 annually to support programs and activities at the V.M.C.C. This funding will cease when the landfill closes.
- ✓ The fee schedule found in Exhibit A to the Third Restated and Amended Agreement will apply to the waste volume per year for amounts between 0 and up to 260,000 tons and for any amounts over 400,000 tons. The volume between 260,001 and 399,999 tons will be charged at a rate of \$1 per ton instead of the fee schedule on Exhibit A.
- ✓ The inducement fee found in Section 8.07 applies to all volume; the inducement fee is applicable in the years 2026-2030.
- ✓ BFI grants the City a Right of First Refusal to purchase the commercial property at 66th Street and Concord Blvd.

- ✓ BFI waives the right to appeal any special assessments up to \$1,000,000 for any future street reconstruction on 117th Street as long as they are treated substantially in the same manner with respect to the assessment methodology as other similarly situated land and landowners located along and/or benefitted by the 117th Street improvements.
- ✓ The Third Restated and Amended Host Community Agreement doesn't become effective until the State of Minnesota, through the Minnesota Pollution Control Agency, approves the side slope capacity expansion.
- ✓ This Third Restated and Amended Agreement supersedes the Second Restated and Amended Host Community Agreement.
- ✓ The restriction that the landfill must stop accepting waste for disposal and must close to the public no later than December 31, 2030 remains in the Third Restated and Amended Host Community Agreement.
- ✓ The Third Agreement acknowledges and grants BFI the side slope modification adding 3.53 million cubic yards to waste disposal capacity to the landfill. This does not include the final cover system.
- ✓ The Third Agreement provides that no waste can be disposed of on the west 100 acre site. This is in the Second Agreement.

Summary and Recommendation:

Staff has presented the Third Restated and Amended Host Community Agreement between BFI and the City of Inver Grove Heights and laid out the major components of that Agreement. This extends a mutually beneficial agreement between the city and BFI Industries and provides for a mechanism to allow the City to apply funds to offset costs because of this type of operation in the city. It also provides funding that the city can apply toward continuing our efforts in striving for further environmental practices and programs in compliance with the GreenStep Cities program, as an active member, and creates the opportunity for the city to benefit from donations to a great community asset, the VMCC, to provide programs, activities and services for all in the community. I am recommending approval of the Third Restated and Amended Host Community agreement.

You will hear the review of the application for a side slope modification for the landfill. Staff, Environmental Commission and Planning Commission all recommend the approval of the request.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA
ΔALSO ADMITTED IN ARIZONA

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 5, 2018
RE: Pine Bend Landfill – Third Restated and Amended Host Community Agreement – April 9, 2018 Council Meeting

Section 1. Background. Attached to this memo are the following two documents:

1. Second Restated and Amended Host Community Agreement for Pine Bend Landfill dated October 27, 2008 (Second Agreement); and
2. Third Restated and Amended Host Community Agreement for Pine Bend Landfill dated April 9, 2018 (Third Agreement).

The attached Third Agreement contains shading which shows the provisions that were changed from the Second Agreement.

The City Administrator memo (which is part of your packet) identifies the salient changes found in the Third Agreement.

Placing the two attachments side by side will allow you to see the language changes.

Section 2. Council Action. The Council will consider the Third Agreement at the April 9, 2018 Council meeting.

Attachments

**SECOND (2ND)
RESTATED AND AMENDED
HOST COMMUNITY AGREEMENT BY AND
AMONG BFI WASTE SYSTEMS OF NORTH AMERICA, LLC,
BROWNING-FERRIS INDUSTRIES, INC., AND
THE CITY OF INVER GROVE HEIGHTS, MINNESOTA**

SECTION 1. RECITALS.

1.01 Parties. This SECOND (2ND) AMENDED AND RESTATED HOST COMMUNITY AGREEMENT (Agreement), dated as of October 27, 2008, is entered into by and among the City of Inver Grove Heights (City), a Minnesota municipal corporation, and BFI Waste Systems of North America, LLC (BFIWSNA), a Delaware limited liability company, and Browning-Ferris Industries, Inc. (BFI), a Delaware corporation (each referred to singly as Party or together as Parties). Browning-Ferris Industries, Inc., is a wholly owned subsidiary of Allied Waste Industries, Inc., a Delaware corporation.

1.02 The Landfill. BFIWSNA is a wholly owned subsidiary of BFI. BFIWSNA owns and operates a sanitary landfill known as the Pine Bend Sanitary Landfill (PBSL or Landfill), located within the city of Inver Grove Heights, Dakota County, Minnesota. The Landfill is one of the largest in Minnesota.

1.03 Landfill Regulation. BFIWSNA operates the Landfill pursuant to Solid Waste Permit No. 45 (SW-45), issued by the Minnesota Pollution Control Agency (MPCA), various licenses issued by Dakota County, and other applicable laws and regulations.

1.04 City Authority. The City possesses certain regulatory authority over PBSL, including, but not limited to, zoning authority and surface water drainage authority.

1.05 Landfill Listed. In 1985, the Landfill was listed on the National Priority List as Pine Bend Landfill and on the Minnesota Permanent List of Priorities as Pine Bend Sanitary Landfill/Crosby American Demolition Landfill (PBSL/CAP). Those listings occurred because contaminants leaching from unlined portions of PBSL/CAP were detected in groundwater to the east and northeast of PBSL/CAP.

1.06 MPCA Remedial Documents. After the Landfill was listed, the MPCA and Pine Bend Landfill, Inc., the predecessor in interest to BFTWSNA, entered into an Amended Response Order By Consent dated and effective as of October 23, 1990, and the MPCA issued a Record of Decision for the PBSL/CAP site dated September 30, 1991. Those documents committed Pine Bend Landfill, Inc., to perform remedial actions to address the environmental problems at the Landfill.

Pine Bend Landfill, Inc., was required to provide an alternative drinking water source for the residential wells affected by the releases from the PBSL/CAP.

In December 1994, the City completed the construction of a municipal water line and began delivery of water to the affected residences. In 1994, the MPCA allowed the termination of the Superfund process based on the determination by the MPCA that the SW-45 was a sufficient regulatory mechanism for the monitoring, source control, and remediation of the ground water.

1.07 Reissuance of SW-45. SW-45 was issued in November of 1986 with a five year term expiring in November of 1991. SW-45 was reissued and amended on the following dates:

- December 14, 1993
- September 15, 1997
- January 12, 2004

It is anticipated that SW-45 will be amended and reissued prior to December 31, 2008.

1.08 City Involvement in Remediation. As a result of the listings, the MPCA actions, the SW-45 reissuances and amendments, and citizen concern about implementation of the Amended Response Order By Consent and Record of Decision, the City determined to take a more active role in protecting the public health, safety, and welfare. In December 1991, the City retained the Minneapolis law firm of Fredrikson & Byron, P.A., as Special Environmental Counsel, to represent and advise it with respect to permitting, regulatory, land use, and response and remediation issues pertaining to the Landfill. In April 1992, the City retained Barr Engineering Company to provide technical and environmental analysis and advice with respect to those same issues. Barr Engineering Company has continued to provide technical environmental analysis to the City.

1.09 Parties' Cooperative Efforts. In an attempt to process the numerous permitting, land use, and response and remedial activities pertaining to the Landfill, the Parties have met and conferred on a regular basis.

1.10 Southern Water System Extension. As part of the cooperative efforts to implement the Amended Response Order By Consent and the Record of Decision, the City and Pine Bend Landfill, Inc., entered into the Southern Water System Extension Agreement (SWSEA) (effective June 4, 1993), for the purposes stated in Section 2 of the SWSEA. Negotiation of the SWSEA involved the City's Special Environmental Counsel, Barr Engineering Company, the City's engineering and planning staffs, and the City Attorney over an extended period.

1.11 Waste Relocation. To reduce the area where buried waste was in direct contact with soils and to achieve expedited closure of unlined areas, Pine Bend Landfill, Inc., excavated and moved over 1.4 million cubic yards of waste. The City, Dakota County, and the MPCA spent over six months in planning and approving this waste transfer. The City Attorney, Barr Engineering Company, the City's Special Environmental Counsel, the City's planning and engineering staffs, and the Environmental Commission participated in this effort.

1.12 Acceleration of Other Remedial Activities. Pine Bend Landfill, Inc., accelerated certain environmental activities as a result of its negotiations with the City and such actions produced a general improvement and enhancement of the environment. BFIWSNA has agreed to accelerate certain additional environmental activities which the Parties believe will further enhance the environment.

1.13 Ongoing City Involvement with Remediation. The City anticipates that response and remediation actions over the next 22 years will necessitate a continuing high level of City involvement to assure protection of the public health, safety, and welfare.

1.14 City Zoning Changes. In 1991, the City modified its zoning code to enable it to exercise greater control over solid waste uses within the City. The City expected those amendments to offer certainty as to which solid waste uses were permitted and prohibited in the City and to require conditional use permits for future establishment of certain solid waste uses in the City. The solid waste industry, however, has continued to evolve at a rapid pace from its origin in simple landfills to broad-scale, integrated waste management facilities focused on recovery and recycling. The City foresees an ongoing need to study its zoning code and other ordinances as they relate to developments adjacent to the Landfill.

1.15 NCUC Negotiations. In response to the 1991 amendments to the City's zoning code and the rapid changes in the solid waste industry, the City, Pine Bend Sanitary Landfill, Inc., (now consolidated as a part of BFIWSNA) and Browning-Ferris Industries, Inc., engaged in lengthy negotiations involving, among others, the following topics: a Non-Conforming Use Certificate (NCUC) to describe the geographic boundaries and airspace capacity of the Landfill; the solid wastes that may continue to be disposed of at the Landfill; solid wastes that may not be disposed at the Landfill; accessory uses that may occur at the Landfill; certain operational requirements; site plan requirements; City enforcement authority; and other cooperative arrangements. These negotiations involved the City's Special Environmental Counsel, Barr Engineering Company, the City Attorney, and the City's planning, engineering, and financial staffs over an extended period.

The Landfill is currently subject to the following City permits and approvals:

- a.) Resolution No. 6330 Approving a Conditional Use Permit for an Energy Recovery Facility for the Generation of Electricity, dated May 30, 1995;
- b.) Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill, dated November 27, 1995;
- c.) Resolution No. 2001-86 Approving a Conditional Use Permit for Open Storage for Truck and Trailer Storage/Parking, dated July 9, 2001;
- d.) Resolution 01-117 Adopting a Revised Landscaping Plan, dated September 10, 2001;
- e.) Resolution No. 02-32 Amending the Non-Conforming Use Certificate by Modifying the Phasing Plan, Maximum Elevation, and final Grading and Storm Water Plans, dated March 11, 2002;

- f.) Resolution No. 02-127 Approving a Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 335,100 Cubic Yards, dated August 26, 2002;
- g.) Resolution No. 04-48 Approving a Conditional Use Permit to Allow an Airspace Capacity Expansion of Pine Bend Sanitary Landfill, dated March 22, 2004;
- h.) Resolution No. 04-49 Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill For a Sanitary Landfill, dated March 22, 2004;
- i.) Resolution No. 04-51 Declaring Lapse of Nonconforming Use Rights For Pine Bend Sanitary Landfill To Operate a Compost Facility dated March 22, 2004; and
- j.) This Second (2nd) Amended and Restated Host Community Agreement.

1.16 Amended NCUC and Conditional Use Permit For Expanded Airspace. In March, 2004, the City amended its zoning code to allow expanded airspace capacity at the Landfill by way of conditional use permit. A conditional use permit was issued for the expanded airspace capacity by City Resolution No. 04-48. The NCUC was amended by City Resolution No. 04-49 to reflect the issuance of the conditional use permit. On January 12, 2004, the MPCA amended SW-45 to allow the expanded airspace capacity. Dakota County also approved the airspace capacity expansion. The expansion will result in a permitted airspace capacity of 28.9 million cubic yards for disposal, not including the final cover. The unused airspace capacity as of May 5, 2003, was 1.60 million cubic yards of the original approved capacity. BFIWSNA intends to continue operating the Landfill until the

remaining unused airspace capacity has been filled or until December 31, 2030, whichever occurs first. The Landfill will then be closed.

1.17 Ongoing City Involvement with Land Use and Zoning. The continuing rapid evolution of the solid waste industry and the regulations governing the industry will require ongoing City participation in subgroups with BFIWSNA, further study of the City's zoning and other ordinances, periodic review of any NCUC and continuing substantial involvement by its staff, Attorney, special environmental advisors, its Environmental and Planning Commissions, and the City Council.

1.18 West 100 Acre Development. The Landfill and the approximate 100 acre parcel located immediately to the west of the Landfill (West 100 Acres) are subject to the Integrated Resource Management Overlay District of the City's zoning code. BFIWSNA owns both the Landfill and the West 100 Acres. The City has been concerned that the West 100 Acres would not be developed due to its proximity to the Landfill and the possibility that BFIWSNA is holding the property for expansion of the Landfill. The City desires both to permanently prevent landfill development on the West 100 Acres and to foster immediate development on this land. The potential exists to transform the Landfill and the West 100 Acres into an integrated waste management facility in accord with the Integrated Resource Management Overlay District.

1.19 Ongoing City Involvement with SW-45. The City anticipates that BFIWSNA's efforts to transform the Landfill and the West 100 Acres into an integrated waste management facility will necessitate continuing amendment of SW-45 and/or the issuance of other MPCA solid waste permits. This will require continuing participation by the City, its staff, Attorney, and its special environmental advisors in the MPCA permitting process.

1.20 Firefighting at PBSL. The City's Fire Department has responded to several fires at PBSL and at other landfills in the City. Landfill fires can present unique challenges. The City, therefore, wants to assure that certain fire prevention actions are undertaken by BFIWSNA. The City further wants to assure that a sufficient water supply is present at PBSL for future firefighting and that other firefighting and communication equipment is available.

1.21 Ongoing Emergency Planning. The City anticipates that BFIWSNA and the City's Fire Department will need to engage in ongoing planning and communication about fire prevention and firefighting at the Landfill and at other solid waste units which are present or may be constructed at PBSL or the West 100 Acres.

1.22 Original Host Community Agreement. On May 30, 1995, the City, Pine Bend Landfill, Inc., and Browning-Ferris Industries, Inc., entered into a Host Community Agreement (the Original Host Community Agreement). The rights and obligations of Pine Bend Landfill, Inc., under the Host Community Agreement were transferred to BFIWSNA on September 30, 1997, and the City consented to such transfer on August 25, 1997, as memorialized in City Resolution No. 6937.

1.23 First Restated and Amended Host Community Agreement. On or about March 22, 2004, BFI Waste Systems of North America, Inc., a Delaware corporation, and Browning-Ferris Industries, Inc., a Delaware corporation, and the City of Inver Grove Heights entered into a Restated and Amended Host Community Agreement (the First (1st) Restated and Amended Host Community Agreement). The First (1st) Restated and Amended Host Community Agreement superseded the Original Host Community Agreement. On or about December 30, 2007, BFI Waste Systems of North America, Inc., converted from a C-Corporation to a limited liability company and become known as BFI Waste Systems of North

America, LLC. The Federal Tax Identification Number and the Minnesota State Tax Identification Number did not change. The Federal Tax Identification Number for BFI Waste Systems of North America, LLC is 41-1696636 and the Minnesota State Tax Identification Number for BFI Waste Systems of North America, LLC is 1759500. These are the same tax identification numbers that were used by BFI Waste Systems of North America, Inc.

1.24 Purpose. This Agreement is entered into for the purposes of: (1) establishing the principles of association between the City as the host community to the PBSL and BFIWSNA as the owner and operator of the PBSL; (2) providing compensation to the City for the anticipated direct and indirect costs associated with the presence and operation of PBSL, its related solid waste management units and activities, its response and remediation activities, its ongoing permitting activities, and its emergency preparedness planning; (3) preventing landfill development on the West 100 Acres while fostering other development on this property; (4) assuring that BFIWSNA will take certain fire prevention actions and provide certain firefighting capabilities at the Landfill; (5) accelerating certain remedial activities at the Landfill; and (6) amending and restating in its entirety the Original Host Community Agreement and the First (1st) Restated and Amended Host Community Agreement.

SECTION 2. AUTHORITY.

2.01 BFIWSNA. BFIWSNA enters into this Agreement pursuant to its limited liability company powers and by authorization of its Board of Governors.

2.02 BFI. BFI enters into this Agreement pursuant to its corporate powers and by authorization of its Board of Directors.

2.03 City. The City enters into this Agreement pursuant to powers granted to it by *Minn. Stat.* Chapters 412, 429, 444, 462, 465, and 471 and by authorization of the City Council.

2.04 Allied Waste Industries, Inc. Allied Waste Industries, Inc., guarantees this Agreement pursuant to its corporate powers and by authorization of the Board of Directors.

SECTION 3. ADMINISTRATION.

3.01 Primary Responsibility. This Agreement shall be administered by the Parties' Points of Contact.

3.02 Points of Contact.

3.02.01 The City's Point of Contact. The City's Point of Contact shall be its City Administrator, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077, Telephone: (651) 450-2511, Fax (651) 450-2502.

3.02.02 BFTWSNA's and BFI's Point of Contact. BFIWSNA's Point of Contact shall be its General Manager, Pine Bend Landfill, 2495 East 117th Street, Inver Grove Heights, Minnesota 55077, Telephone (651) 457-2778, Fax (651) 457-7433. BFI's Point of Contact shall be its General Counsel, Browning-Ferris Industries, Inc., 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona, 85260.

3.03 Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with any Party or any agency, shall be deemed sufficiently given or filed if and when sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the Party to receive the same, to the attention of that Party's Point of Contact.

SECTION 4. OPERATIONS AND CONSULTATIONS.

4.01 Operational Compliance. The Landfill shall be operated in accordance with MPCA Solid Waste Permit No. 45, as amended and reissued from time to time, any adopted NCUC, as it may be amended from time to time, the conditional use permit issued under City

Resolution No. 04-48 as it may be amended from time to time, applicable Dakota County licenses, and all other applicable laws and regulations., including, but not limited to, the City permits, approvals and agreements listed in Section 1.15.

4.02 Consultation.

4.02.1 Regular Consultation. The Parties will use their best, good faith efforts to resolve informally any dispute arising under this Agreement. To avoid disputes and to promote informal dispute resolution, the Parties shall meet at least quarterly during each calendar year to review compliance with this Agreement and to review general operational and regulatory matters. The agenda at such meetings shall include, but not be limited to:

- 4.02.1.1 Filling operations in the Landfill's lined area.
- 4.02.1.2 Any modification in financial assurances, including modifications in the cost estimates on which financial assurances are based.
- 4.02.1.3 Any modification in closure or post-closure care plans.
- 4.02.1.4 Reports or studies issued by the state or county.
- 4.02.1.5 Volumes and tons of waste received and remaining capacity.
- 4.02.1.6 Any plans for Landfill redevelopment or development of the West 100 Acres.
- 4.02.1.7 Any modifications to the groundwater monitoring systems, the gas monitoring, collection, and destruction systems, the leachate collection systems, and the liner.
- 4.02.1.8 Any operational deviations from permitted standards, exceedances of regulatory limits, or other noteworthy operational matters.
- 4.02.1.9 Any changes that might affect emergency planning or firefighting.

4.02.2 Special Consultation Regarding Permits and Licenses.

4.02.2.1 Before seeking any new federal, state, county, or other license or permit, or a modification to any existing license or permit, or before seeking any approval to redevelop the Landfill or the West 100 Acres, BFIWSNA will meet with City staff to present the proposal for a new or modified permit or license or redevelopment plan and offer the opportunity for City staff and consultants to review and comment on the proposal. If special circumstances, including but not limited to a threat to health and safety or legal requirements, necessitate proceeding immediately with a license, permit, or modification application, BFIWSNA will inform the City of its action at least contemporaneously with the filing of any application and arrange for a meeting to review the proposal.

4.02.3 City responsibility to consult. Before seeking changes in any federal, state, county, or other law, license, permit, or regulation affecting BFIWSNA, the City will meet with Landfill representatives and offer the opportunity for review and comment on the proposal. If special circumstances, including but not limited to a threat to health and safety or legal requirements, necessitate proceeding immediately with a change in law, license, permit, or regulation, the City will inform BFIWSNA of its action at least contemporaneously with initiating action on the change and arrange for a meeting to review the proposal.

4.03 Accelerated Environmental Activities. BFIWSNA will accelerate activities and exercise its discretion so as to accomplish the following subject to Unavoidable Delays as defined in Section 4.04, below:

- BFIWSNA must design and install a water monitoring system in compliance with Minn. R. 7035.2815, subp. 10. The Environmental Monitoring System (EMS) is as described in the Natural Attenuation and Groundwater Quality Report, Pine Bend Landfill, Inver Grove Heights, Minnesota, Enecotech, October, 2003, except that monitoring wells M-5B, M-7, M-6, M-27B, M-27A and M-33 shall be sampled three times per year (spring, summer, fall). This required sampling may be waived by the City Administrator, in conjunction with either the Community Development Director or the Public Works Director, in the case of extenuating circumstances, such as inaccessibility caused by deep snow or wet soils. If such a waiver is granted, the City Council will be notified at its next regular meeting and the waiver shall be discussed at the next quarterly meeting with the City and BFIWSNA and documented in the meeting minutes.

The compliance Boundary at this facility is defined as outlined in Figure 3 of the Natural Attenuation and Ground Water Quality report and includes monitoring wells MW-8, MW-11A, MW-23, MW-46, MW-47 and MW-49. All Intervention Limits and monitoring parameters listed in the Limits Table attached to this permit listing monitoring well MW-4 apply to all wells listed in the Monitoring Requirements attached to this permit. Also listed are monitoring parameters and sampling frequencies.

BFIWSNA shall, as part of the annual report, thoroughly examine the groundwater trends and the fate and transport characteristics of the groundwater contaminant plume. BFIWSNA shall, as part of the annual report, calculate a five year statistical trend analysis. The analysis shall be calculated for any parameters exceeding the intervention limits at any time in the preceding five years and for total VOOC's (Volatile Organic Compounds). Unless a demonstration can be made that parametric methods are appropriate, a nonparametric method such as the Mann-Kendall Test to determine data trends shall be used. Estimation of the slope of the data trends shall be calculated using the Sen estimator. Alternative methods may be used if approved in advance by the City.

Additional investigations may be required if and when changes occur in the hydrogeologic conditions and/or the annual evaluation of the combined effects of the Landfill cover, Gas and Leachate Extraction Systems and, Natural Attenuation processes indicate that the continued release of contaminants to the groundwater from the landfill warrant, as determined by the City Council. The City Council's determination will be enacted when the

five year trend analysis of the contaminant concentration in the down-gradient plume is shown to be stagnant (if above intervention limits) or increasing.

These investigations shall be initiated within 60 days of the City Council's determination. This investigation shall include, at a minimum, additional monitoring to better understand the groundwater plume extent and fate and transport characteristics and be completed within 360 days of its initiation. The objective of this investigation must include a design for additional groundwater remediation measures. These remedial measures shall be fully implemented within 180 days of the City Council's approval of the remedial measures design.

- BFIWSNA shall operate and maintain the leachate detection, collection, and on-site or off-site treatment system in accordance with the approved plans and Minn. R. 7035.2815, subp. 13.

The Phase 1 and 2 area does not collect leachate above a conventional liner, but instead through dual leachate extraction wells described in the approved plans. The plan in addressing the operations of the well-field shall, as required by an October 16, 2003 MPCA letter, be consistent with the following:

(1) Within 180 days of approval of the conditional use permit for the expanded airspace capacity or MPCA SW-45 solid waste management facility permit, whichever occurs first, BFIWSNA shall address the feasibility of lowering the pump intakes and consequently the self-defined system "goals", in the event the landfill continues to exceed the groundwater standards at the compliance boundary; and

(2) BFIWSNA shall allow a well one full year of "dry" operations before a pump is removed from that particular well; and

(3) BFIWSNA shall continue to monitor leachate head in a well after the pump is removed pursuant to (2).

(4) BFIWSNA shall submit to the City an annual report by July of each year. The report shall include information regarding any operational or maintenance problems for each pump, any changes or additions to the system, leachate analysis data, quantity of leachate removed, an analysis and evaluation of the data and system performance and effectiveness, and any recommendations for program or system modifications.

- The airspace capacity expansion area must include a leachate detection, collection, and on-site or off-site treatment system in accordance with Minn. R. 7035.2815, subp. 9 and approved plans.

In the airspace capacity expansion area, a leak detection system shall be installed beneath the north and south sump beneath the compacted clay barrier layer. Between the composite primary line and the leak detection system liner shall be an interstitial space for detection of leakage through the primary liner. The liner for the leak detection system shall consist of HDPE. The sampling space above the HDPE shall consist of geotextile, underlain by a 24 inch thick layer of coarse aggregate and goenot. A sideslope riser, an 18 inch SDR-11 HDPE, perforated in the leak detection sump, will extend to the ground surface for monitoring purposes.

To further prevent leakage of leachate through the liner, leachate shall be efficiently conveyed to the north and south sumps in the expansion area. During the development of the expansion area, either these sumps or temporary sumps shall collect leachate, which then shall be pumped from the bottom of the sumps through sideslope risers to the leachate load-out areas. Leachate will be pumped through a force main to several leachate storage tanks. Currently, there are two 20,000 gallon underground storage tanks serving the Phase 3 liner area, and one 80,000 gallon leachate storage tank in the southern portion of the landfill near the office building. As part of the expansion, a new above-ground 80,000 gallon tank will be installed northeast of the existing Phase 4.

From the leachate storage tanks, leachate shall be hauled by truck to a wastewater plant for treatment, unless sanitary sewer is extended to the Landfill, in which case the Landfill shall connect to sanitary sewer, as required in Condition No. 8 of the conditional use permit issued by the City under Resolution No. 04-48; provided, however, if the City approves a leachate recirculation process, the leachate may be recirculated in the Landfill pursuant to the terms, conditions and restrictions of the approved recirculation process.

- BFIWSNA shall maintain a Minnesota Pollution Control Agency air emission permit for a second enclosed flare to serve as contingency capacity for managing landfill gas.

4.04 Unavoidable Delays. Unavoidable Delays means delays which are the direct result of:

(1) strikes, shortage of materials, war, or civil commotion; (2) unforeseeable and unavoidable casualties to the improvements being constructed; (3) governmental action or inaction beyond the control of BFIWSNA; (4) judicial action; (5) adverse weather conditions; (6) investigations, tests, remedial actions, or administrative orders related to response and remediation at the Landfill.

SECTION 5. FIRE PROTECTION.

5.01 BFIWSNA's Responsibilities. BFIWSNA, as the owner and operator of the Landfill, is obligated by *Minnesota Rule 7035.2595* to make "prior arrangements" with a local fire department for services that may be needed at the Landfill. Dakota County Ordinance No. 110 obligates BFIWSNA to either have an agreement with a local fire department or to have adequate firefighting equipment of its own on site. BFIWSNA desires to meet its obligations *under Minnesota Rule 7035.2595* and Dakota County Ordinance No. 110 by entering into this Agreement.

5.02 Roads and Water Supply. The Parties desire to have in place at the Landfill adequate access roads and an adequate water supply so that the City's firefighting equipment can be effectively mobilized and used at the Landfill to fight fires.

5.03 No Special Duty. The Parties do not wish to impose any duty on the City to fight Landfill fires beyond that specified by statute or common law. The existence of this Agreement shall not be construed to create a special duty owed to BFIWSNA or others by the City. The Parties desire that this Agreement not in any way abrogate the sovereign immunity enjoyed by the City, or the statutory liability limits specified in *Minn. Stat.* Chapter 466.

5.04 Terms. The following terms, unless otherwise specifically defined elsewhere in this Agreement, shall have the following meanings:

5.04.1 Private Water Supply. "Private Water Supply" means and includes a system, network, and combination of pumps, tanks, hydrants, and related equipment such that a water supply of 1,500 gallons per minute can be produced and supplied for at least 120 consecutive minutes for use in fighting a fire at the Landfill. The system shall be installed in accordance with the Minnesota Fire Code.

5.04.2 Fire Suppression Equipment. "Fire Suppression Equipment" means and includes, jointly and severally, the following:

5.04.2.1 A multi-purpose portable ABC fire extinguisher of at least twenty pounds capacity located in each of the heavy equipment vehicles used at the Landfill;

5.04.2.2 A multi-purpose portable ABC fire extinguisher of at least five pounds capacity located in each of the trucks located at the Landfill;

5.04.2.3 At least two backpack pump cans maintained at locations specified by the Fire Marshall.

5.04.3 Active Sites. "Active Sites" mean those areas of the Landfill where treatment, processing and disposal of solid waste is actively occurring, as opposed to those areas of the Landfill where disposed solid waste has received intermediate or final cover in accordance with MPCA rules.

5.05 Road Maintenance. BFIWSNA, at its own expense, shall maintain and repair the access roads to the Active Sites and a perimeter road around the entire Lot 1, Block 1, Pine Bend Sanitary Landfill. The roads shall be maintained in good condition so that they will be passable at all times by any vehicle. BFIWSNA shall be solely responsible for snowplowing and for removing all vegetation and debris from the roads. The perimeter road shall continue to be at least 20 feet in width and shall be maintained with an all-weather surface so as to support all fire apparatus of the City. The perimeter road shall be maintained to have a minimum capacity of 18,000 pounds gross weight. The required width of the perimeter road shall not be obstructed in any manner, including by parked vehicles.

5.06 Keys for Gates. BFIWSNA shall provide the City with duplicate keys for all gates at the Landfill so that the City may have access to the roads specified in Section 5.05. Keys shall be placed in an approved fire department key box at the main gate or at some other mutually agreed-upon location.

5.07 Map of Roads. The location of permanent roads at the Landfill, including the perimeter road, shall be as specified on the plat documents on file with the City. BFIWSNA shall provide the City with a map of the permanent roads at the Landfill. BFIWSNA shall be responsible for updating this map whenever any new permanent roads are made or old permanent roads are removed and shall provide an updated copy to the City.

5.08 Right of Entry. The City's fire, police, and inspection departments shall have the right at all times to enter the Landfill and to utilize all the roads at the Landfill.

5.09 Fire Breaks. If the City's fire department orders BFIWSNA to construct a fire break around one or more of the Active Sites, BFIWSNA shall do so at its own expense. The width of the fire break around the Active Sites shall be specified by the City's fire department.

The perimeter road shall be considered as a fire break around the perimeter of the Landfill. BFIWSNA shall maintain the perimeter road as a fire break.

BFIWSNA at all times shall keep the fire breaks free from all combustible materials and free from vegetation and debris.

5.10 Fire Suppression Equipment. BFIWSNA shall provide and maintain the Fire Suppression Equipment at the Landfill at all times. All Fire Suppression Equipment shall be tested at least annually and maintained to ensure proper operation at all times.

5.11 Water Supply. BFIWSNA, at its own expense, shall maintain the Private Water Supply at the Landfill so that it is operational on a year-round basis. BFIWSNA shall keep the

areas adjacent to the Private Water Supply (including all hydrants) accessible to the City's firefighting equipment at all times.

The City shall have the right to use the Private Water Supply to suppress fires outside of the Landfill, as well as fires that occur within the perimeter of the Landfill. There shall be no charge to the City for the City's use of the Private Water Supply for purpose of suppressing and extinguishing fires, whether outside or within the Landfill.

5.12 No Special Duty. The Parties agree that the City has no special duty to fight any fire occurring at the Landfill beyond that specified by statute or common law. By entering into this Agreement, the City is not agreeing to fight all or any fires occurring at the Landfill and is not assuming any special duty to BFIWSNA or to any third parties to fight fires at the Landfill.

5.13 No Warranty. The City does not represent and in no way warrants that the City's fire department is properly trained, equipped, or staffed to fight a fire at the Landfill.

5.14 Discretionary Acts. The Parties agree that the City's decisions whether to fight a Landfill fire and the methods by which such fires are fought shall be considered discretionary acts as defined by *Minn. Stat.* § 466.03, subd. 6, and, as such, shall be actions protected by the doctrine of sovereign immunity. BFIWSNA and BFI hereby waive any rights they might otherwise have to challenge the City's decisions with respect to Landfill fires.

5.15 Communications Equipment. BFIWSNA shall, at the City's request and at BFIWSNA's expense, provide a command post where firefighting equipment can be mobilized and where communications equipment and supervisory personnel can be established and assembled. Further, BFIWSNA shall, at the City's request and at BFIWSNA's expense, allow the City to use BFIWSNA's communications equipment at the Landfill, including, but not limited to, telephones and two-way radios.

5.16 Insurance. BFIWSNA shall maintain at all times insurance covering liability, property, and casualty losses as a result of a Landfill fire. Such insurance shall at least be in the amounts specified by Dakota County Ordinance No. 110. BFIWSNA shall provide the City with evidence that insurance coverage required by this Agreement is in full force and effect.

5.17 Contingency Action Plan. BFIWSNA shall provide the City and its designees with copies of BFIWSNA's Contingency Action Plan that is required by the MPCA and Dakota County. BFIWSNA shall provide the City with copies of all amendments to the Contingency Action Plan in a timely manner. The Contingency Action Plan shall address and make provisions for controlling air emissions, leachate generation, and water runoff during the course of a Landfill fire.

5.18 Hazard Identification; Planning. BFIWSNA shall identify any potential fire hazards at the Landfill and shall cooperate with the City in developing adequate fire and emergency procedures for fighting fires at the Landfill.

5.19 Off-Site Notice and Evacuation. BFIWSNA must annually review and update, if necessary, an evacuation plan that describes the geographical area to be notified, when and to whom notice will be given, how and under what circumstances persons will be evacuated during a Landfill fire, and how the evacuation costs will be handled. The evacuation plan is subject to the approval of the City's Director of Public Safety.

5.20 Facility Features. To the extent not otherwise specified in a NCUC, BFIWSNA shall provide the City with maps and other descriptions of the Landfill's features that might affect firefighting efforts at the Landfill. Such features include, but are not limited to, pipeline and utility locations, landfill gas collection systems, locations of special wastes, known locations of on-site chemicals and hazardous materials (whether landfilled or not), and the location of environmental

monitoring points.

5.21 Substantial Compliance. To the extent that county, state, and federal laws or regulations impose upon BFIWSNA substantially the same responsibilities as required by Sections 5.17, 5.18 and 5.19, above, compliance with the applicable county, state, or federal laws and regulations shall constitute compliance with said Sections 5.17, 5.18, and 5.19.

5.22 Indemnification and Release. BFIWSNA and BFI, jointly and severally, shall release, defend, indemnify, and hold harmless the City and its officers, agents, employees, elected and appointed officials, boards, political bodies, and volunteers, and any other political subdivisions that provide mutual assistance to the City in fighting fires at the Landfill (Firefighting Indemnified Parties) from and against any and all causes of action of any nature, claims, costs, execution, expenses (including reasonable attorneys' and witnesses' fees and costs), judgments, liabilities, liens, or losses (collectively, Damages) based upon or arising out of the Firefighting Indemnified Parties' actions or inactions, other than gross negligence, with respect to future fires at the Landfill. This Section 5.22 shall not apply to the City's use of BFIWSNA's water system to fight fires off the Landfill which also did not start on the Landfill, and the City shall release BFIWSNA and BFI from any Damages that arise out of the use of BFIWSNA's water system to fight fires off the Landfill that did not start on the Landfill. This section shall not be deemed to abrogate the sovereign immunity enjoyed by the City or the statutory limits provided by *Minn.Stat.* Chapter 466, as amended from time to time. The responsibility of BFIWSNA and BFI for indemnification under this section is limited to the City's liability limits set forth in *Minn. Stat.* Chapter 466, as amended from time to time.

5.23 Relationship to Other Agreements. This Agreement shall supersede that certain agreement relating to reimbursement for firefighting equipment and personnel dated August 23,

1974, by and between the Pine Bend Development Company and the City.

SECTION 6. ASSURANCES.

6.01 Indemnification and Release. BFIWSNA and BFI, jointly and severally, shall release, defend, indemnify, and hold harmless the City, its officers, agents, employees, elected and appointed officials, boards, political bodies, and volunteers (Indemnified Parties) from and against any and all causes of action of any nature, claims, costs, executions, expenses (including reasonable attorneys' and witnesses' fees and costs), judgments, liabilities, liens, or losses (collectively, Damages) based upon or arising out of the following, whether or not BFIWSNA or BFI otherwise has any responsibility therefore and whether occurring in the past, present, or future:

- a. BFIWSNA's conduct of operations of the Landfill;
- b. the past conduct of operations of the Landfill by Pine Bend Sanitary Landfill, Inc.
- c. waste or substances treated, stored, disposed, or contained in the Landfill;
- d. waste or substances emanating or released from the Landfill;
- e. a failure of BFIWSNA or BFI to satisfy any legal requirements related to the foregoing and/or a failure of BFIWSNA or BFI to satisfy the duties and obligations under this Agreement; and
- f. City permits for the Landfill.

This section shall not be deemed to abrogate the sovereign immunity enjoyed by the City or the statutory liability limits provided by *Minn. Stat.* Chap. 466, as amended from time to time. The responsibility of BFIWSNA and BFI for indemnification under this section is limited to the City's liability limits set forth in *Minn. Stat.* Chap. 466, as amended from time to time. BFIWSNA and BFI shall not be responsible for the Indemnified Parties' gross negligence and shall not release, defend, indemnify, or hold harmless the Indemnified Parties for Damages based on or arising from

gross negligence.

6.02 Financial Assurances. BFIWSNA shall maintain in full force and in effect all insurance, bonds, letters of credit, or cash deposits required to be maintained by county, state, and federal law in order to assure completion, closure, and post-closure care and maintenance of the PBSL as required by law. BFIWSNA shall also provide the City with such copies as it may request of all insurance policies, bonds, letters of credit, and any other financial assurance instruments and documents on a timely basis.

SECTION 7. THE EXPANSION PAYMENT.

7.01 Expansion Payment. BFIWSNA or BFI shall pay the City \$3,685,000 in the following manner and under the following terms; a portion of this payment has been made:

- a.) \$500,000 shall be paid upon execution of the First (1st) Restated and Amended Host Community Agreement; the City acknowledges receipt of this installment payment;
- b.) The remaining balance of \$3,185,000 together with interest on the unpaid balance at the rate of 6% shall be paid as follows:
 - (i) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2005; City acknowledges receipt of this installment payment;
 - (ii) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2006; City acknowledges receipt of this installment payment;
 - (iii) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2007; City acknowledges receipt of this installment

payment;

- (iv) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2008; City acknowledges receipt of this installment payment;
- (v) \$500,000 plus the accrued interest on the unpaid balance shall be paid on January 1, 2009;
- (vi) The remaining unpaid balance of the original \$3,685,000 plus the accrued interest on the unpaid balance shall be paid on January 1, 2010.

BFIWSNA or BFI may prepay the amount required by this Section 7.01 without incurring any penalty.

The amount required to be paid under this Section 7.01 shall not be credited against the amounts required to be paid under Sections 8.05 and 8.06. The amounts required to be paid under Sections 8.05 and 8.06 shall not be credited against the amount required to be paid under this Section 7.01. The amount required to be paid under this Section 7.01 is required to be paid regardless of future events, e.g., even if waste volumes drop to zero or the Landfill ceases operation or the Landfill is closed. BFIWSNA and BFI are jointly and severally responsible for making such payments.

SECTION 8. HOST COMMUNITY FEES.

8.01 Host Community Fees. In consideration for the City serving as the host community to the PBSL, in consideration for ongoing direct and indirect costs associated with the presence and operation of PBSL, its related solid waste management units and activities, its response and remediation activities, and its emergency preparedness planning, and in consideration of all other matters as set forth in this Agreement, BFIWSNA or BFI shall pay the City the Host

Community Fees (HCF) set forth in Sections 8.05 and 8.06 and the inducement amount set forth in Section 8.07. BFIWSNA and BFI are jointly and severally responsible for making such payments.

The Parties agree that the HCF set forth in Section 8.05 and 8.06 shall be the only fees charged by the City for solid waste uses conducted at the Landfill by BFIWSNA and BFI, and their affiliates and subsidiaries, except for customary permit fees (e.g., building permits and zoning application fees), utility use fees (e.g., water bills), fees incident to platting and subdivision (e.g., park dedication fees), real estate taxes, and special assessments for public improvements and except for the firefighting reimbursement fees that arise prior to and after closure of the Landfill pursuant to Section 8.11.

The parties agree that the inducement amount set forth in Section 8.07 is not considered as part of the base HCF, but rather is an additional amount to be paid as an inducement to encourage BFIWSNA to close the Landfill by earlier than December 31, 2030.

8.02 Use of Fee. The HCF shall be used by the City for public purposes. Such purposes may include, among others: general fund purposes; hosting the Landfill; the cost of providing firefighting services; environmental review and monitoring; and meeting and conferring with, among others, BFIWSNA, Dakota County, the MPCA, the United States Environmental Protection Agency, the Metropolitan Council, the Office of Environmental Assistance, and any other body having jurisdiction over the Landfill; or other legal public purposes.

8.03 Fee is in Lieu of Abatement Fees. The Parties agree that the City has statutory authority to impose abatement fees on the Landfill. That authority may be subject to legal challenge and is subject to legislative scrutiny and alteration. Therefore, the City agrees, for the term of this Agreement, to waive its right to impose such fees and to accept, in lieu thereof, the HCF described in this Agreement.

8.04 BFIWSNA and BFI to Forego Legal Challenges. BFIWSNA and BFI agree that, with respect to the City, they will forego any legal or legislative challenges, direct or indirect, to the imposition of abatement fees, past, present, or future. BFIWSNA and BFI reserve the right to make such challenges as respects any parties other than the City.

8.05 Minimum Monthly Payment. BFIWSNA or BFI shall pay the City per month a Minimum Monthly Payment on the 15th day of each month beginning October 15, 2008, and continuing each month thereafter until the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public. Provided, however, that BFIWSNA or BFI shall only be required to pay the greater of the amount payable under Section 8.05 or Section 8.06 for a particular month. By way of illustration only, if in a given month in the year 2009 the amount payable under Section 8.06 was \$40,000, BFIWSNA and/or BFI would be required to pay the City \$60,000 as specified by this Section 8.05 for that month in the year 2009. By way of further illustration, if the amount payable in a given month in the year 2009 under Section 8.06 was \$90,000, BFIWSNA and/or BFI would be obligated to pay the City the amount of \$90,000 only, and not the Minimum Monthly Payment of \$60,000 for that month in the year 2009. The amount required to be paid under this Section 8.05 is required to be paid until the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public.

The Minimum Monthly Payments per month for the years 2008 (beginning in October) through the year 2030 are as follows:

Year	Minimum Monthly Payment		Year	Minimum Monthly Payment
2008 Oct.-Dec.	\$60,000		2020	\$64,000
2009	\$60,000		2021	\$65,000
2010	\$60,000		2022	\$66,000
2011	\$60,000		2023	\$67,000
2012	\$60,000		2024	\$68,000
2013	\$60,000		2025	\$69,000
2014	\$60,000		2026	\$70,000
2015	\$60,000		2027	\$71,000
2016	\$60,000		2028	\$72,000
2017	\$61,000		2029	\$73,000
2018	\$62,000		2030	\$74,000
2019	\$63,000			

8.06 Per Ton Amount. BFIWSNA or BFI shall on a monthly basis pay the City a fee for every ton of waste or fraction thereof that is disposed in the Landfill (Waste). The per ton fee shall be as set forth on the attached Exhibit A. The monthly fee shall be paid to the City on or before the 15th day of the month following the month that the Waste was disposed of at the Landfill.

BFIWSNA shall record the weight of all Waste disposed of at the Landfill. BFIWSNA shall file monthly reports with the City in accord with the procedures set forth on the attached Exhibit B. The reports shall be filed by the 15th day of the month following the month that the Waste was disposed of at the Landfill.

The Waste subject to the fee required by this Section 8.06 shall include all forms of waste and waste materials except for the following :

- sand
- clay

- uncontaminated earthen material
- other material or wastes approved by Dakota County that are used for daily intermediate or final cover material or the construction of roads or berms within the Landfill.

The fee required to be paid by this Section 8.06 shall continue to be paid until the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public.

Notwithstanding anything to the contrary contained in this Section 8.06, the per ton fee required to be paid shall never be less than the amount the City is authorized to impose under *Minn. Stat.* § 115A.921. For purposes of determining the per ton fee under *Minn. Stat.* § 115A.921, the conversion factor of one ton equals 3.33 cubic yards shall be used.

Notwithstanding anything to the contrary contained in this Section 8.06, if another city or township in any Metropolitan County (as the term Metropolitan County is defined by *Minn. Stat.* § 473.121, Subd. 4 as amended from time to time) establishes a host community fee based on an amount per ton of waste (or an equivalent fee based on an amount per cubic yard) disposed at a licensed landfill (which accepts mixed municipal solid waste) that is greater than the fee established in this Section 8.06, then the City, at its option, may elect to have BFIWSNA or BFI pay to the City the higher fee and in such case BFIWSNA or BFI shall pay the higher fee to the City.

8.07 Inducement Amount. Pursuant to Section 11, the Landfill must be closed no later than December 31, 2030. The City seeks to induce BFIWSNA to close the Landfill at an earlier date. The parties agree that if the Landfill is not closed by December 31, 2025, then beginning January 1, 2026, BFIWSNA or BFI shall pay to the City an Inducement Amount per

ton for all Waste disposed at the Landfill from and after January 1, 2026. This Inducement Amount per ton is in addition to the charges set forth in Section 8.05 and in addition to the per ton charges set forth in Section 8.06 and shown on Exhibit A. This Inducement Amount per ton is not a credit against the amounts required to be paid under Sections 8.05 and 8.06.

This Inducement Amount per ton imposed by this Section 8.07 is to encourage BFIWSNA to permanently close the Landfill earlier than December 31, 2030.

The Inducement Amounts per ton for the years 2026 through 2030 are as follows:

Year	Inducement Amount Per Ton
2026	\$00.10
2027	\$00.20
2028	\$00.30
2029	\$00.40
2030	\$00.50

8.08 Late Fee. If the City does not receive the payments within 5 days of the dates set forth in Sections 7.01, 8.05, 8.06, 8.07 and 8.11, then BFIWSNA or BFI shall pay a late payment administrative charge of 6% of the amount owed and in addition the amount owed shall accrue annual interest at 6% beginning 5 days after the date the payment was due.

8.09 City's Wastes. BFIWSNA will arrange for pick-up, hauling, and disposal of non-hazardous wastes from City sources for the term of this Agreement at no charge to the City. City sources will include City Hall, public works buildings, fire stations, the Community Center, Aquatic Center and Ice Arena, golf course, park buildings (provided that the City collects wastes and deposits them in a suitable container at a single location in each park that is accessible by BFIWSNA's trucks), and other similar City-owned structures. The non-hazardous wastes to be picked up, hauled, and disposed from City sources shall include recycling and special wastes. In addition, the City may deposit its street sweepings and similar wastes at the Landfill at no charge.

In the case of special wastes, street sweepings, and similar wastes, if testing is required to establish the non-hazardous character of these materials, the City shall pay all the costs of establishing the non-hazardous character of these wastes.

Hazardous wastes and wastes generated by "City days" are not subject to this privilege.

This Section 8.09 does not apply to residences, businesses, or other sources of solid waste not listed above as City sources.

8.10 Donation. BFIWSNA has offered to donate the sum of \$15,000 annually to the City to support the programs and activities of the Veterans Memorial Community Center. The City hereby accepts such donation. BFIWSNA agrees to fulfill the terms of the donation by annually donating \$15,000 to the City beginning January 1, 2009, and continuing each year thereafter through and including January 1, 2030. The \$15,000 annual donation shall be payable on January 1 in each of the specified years.

In addition to the annual amount of \$15,000 payable on January 1, 2009, BFIWSNA also agrees to make a supplemental donation of \$55,000 on January 31, 2009, to support the programs and activities of the Veterans Memorial Community Center.

8.11 Payment For Firefighting Costs. BFIWSNA and BFI, jointly and severally, agree to pay the City for firefighting costs with respect to the City fighting fires at the Landfill prior to and after closure of the Landfill pursuant to this Section 8.11.

8.11.1 Definition of Routine Fire. For purposes of this Section 8.11, a Routine Fire means any of the following types of fires at the Landfill:

- a.) a grass fire;
- b.) a vehicle fire;
- c.) a building fire;

- d.) any fire at the Landfill where from the time the fire call comes to the City to the time the City firefighting equipment returns to the fire station less than one hour has elapsed.

8.11.2 Definition of Extraordinary Fire. For purposes of this Section 8.11, an Extraordinary Fire means any of the following types of fires at the Landfill:

- a.) a large surface-area fire;
- b.) a debris fire;
- c.) a methane gas fire;
- d.) a subsurface fire;
- e.) any fire at the Landfill where from the time the fire call comes to the City to the time the City firefighting equipment is returned to the fire station one hour or more of time has elapsed; provided, however, a grass fire or a vehicle fire or a building fire at the Landfill of any duration shall not be considered an Extraordinary Fire.

8.11.3 No Payment For Routine Fires. Unless the City otherwise imposes by ordinance an obligation by all landowners in the City to pay the City for fire calls, BFIWSNA shall not be obligated to pay the City for the City's suppression and extinguishment of Routine Fires at the Landfill.

8.11.4 Payment For Extraordinary Fires. With respect to Extraordinary Fires, BFIWSNA or BFI shall pay the City on an hourly basis for all firefighters and equipment from the City as well as from other communities according to the formulas set forth on Exhibit C; provided, however, there shall be no firefighter or equipment charge for the first hour spent in suppressing the fire.

8.11.5 Payment For Damaged Equipment. BFIWSNA or BFI shall pay the City for any firefighting equipment of the City or of other cities that have been damaged during the fighting of a fire at the Landfill. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.6 Payment For Maintenance of Equipment During Fire. If during any fire at the Landfill the firefighting equipment of the City or of other cities requires more than normal and/or routine maintenance, then BFIWSNA or BFI shall be responsible and shall pay the City and other cities for those maintenance costs. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.7 Payment For Fuel. During any fire at the Landfill, if the fire equipment and trucks require refueling, then BFIWSNA or BFI shall make available all the fueling trucks and tanks at its disposal to cause the refueling to occur. If such are not available or are not acceptable for the refueling, then BFIWSNA or BFI shall pay the City for any costs that the City or other cities incur in providing refueling to the fire apparatus at the Landfill during the fire suppression. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.8 Water Supply Payment. BFIWSNA or BFI shall pay the City for any municipal water used in suppressing a fire at the Landfill. The charge for the municipal water shall be at the usual and customary water rates then in effect at the time of the fire. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.9 Discretionary Act. Nothing contained in this Section 8.11 shall be deemed to limit the discretionary nature of this City's determination whether or not to fight a fire at the Landfill. Nothing contained in this Section 8.11 shall be deemed to modify Sections

5.03, 5.12, 5.13, 5.14 and 5.22.

SECTION 9. ADDITIONAL TAX BASE.

9.01 Need to Study Additional Tax Base. The Landfill has been in existence for more than 30 years. The presence of the Landfill over that period has caused, in the City's view, the following:

9.01.1 A non-expanding tax base relating to BFIWSNA's properties, namely, the Landfill and the adjoining West 100 Acres owned by BFIWSNA.

9.01.2 A cognizable, broadly-perceived concern by the public and adjoining landowners that BFIWSNA will attempt to use the West 100 Acres in the future for disposal of waste.

9.01.3 An unwillingness of landowners living in proximity to the Landfill to develop their land until the development, character, direction, and pattern of the West 100 Acre parcel is ascertained.

9.01.4 Lack of development on the West 100 Acres.

9.01.5 Lack of development on surrounding parcels.

9.01.6 An unsatisfactory growth in industrial tax base.

The City seeks to ameliorate this situation and to counteract the deleterious conditions stated above.

The City does not believe that the HCF and other considerations recited in Section 8, above, as a substitute for the City's abatement fee, are adequate unless the potential for waste disposal on the West 100 Acres is removed and replaced with an opportunity for enhanced tax base that is consistent with principles of sound municipal planning and protection of the environment.

9.02 No Disposal on West 100 Acres. BFIWSNA, for itself, its successor and assigns, agrees that it will not use the West 100 Acres for disposal of solid waste. Solid waste as used in this section shall have the meaning set out in *Minn. Stat.* § 116.06, subd. 22. This prohibition in the form of a negative easement recorded as Document No. 1360508 with the Dakota County Recorder on July 8, 1996, shall run with the West 100 Acres and shall be binding upon the successors and assigns of BFIWSNA. This negative easement shall not expire unless expressly released by the City. The City shall not release the negative easement unless the City, in its sole legislative authority, rezones all or a part of the West 100 Acres to allow disposal of solid waste.

SECTION 10. ADDITIONAL PARTIES; CONTRACTS COMPELLING COMPLIANCE.

If the City grants conditional use permits for any waste-related uses on the West 100 Acres, as a condition precedent to the commencement of any waste-related uses on the West 100 Acres, BFIWSNA and BFI shall cause the operator of the use and the owner of the land, when such respective operator and owner are affiliates or subsidiaries of BFIWSNA or BFI or are directly or indirectly controlled by BFIWSNA or BFI to execute and be bound by an Addendum to this Agreement. Said Addendum will state that the operator and owner agree to operate the facility in compliance with all applicable governmental laws and regulations, including the terms and conditions of any conditional use permit granted by the City.

SECTION 11. CLOSING OF LANDFILL.

BFIWSNA and BFI agree to permanently stop accepting Waste for disposal at the Landfill and to close the Landfill to the public no later than December 31, 2030. No Waste shall be disposed of at the Landfill after December 31, 2030, or when the permitted airspace capacity of 28.9 million cubic yards (not including the final cover) is reached, whichever occurs first.

SECTION 12. GENERAL PROVISIONS.

Except as this Agreement may specifically provide to the contrary, the following provisions shall apply to all Parties to this Agreement:

12.01 Agreement Not to Alter or Amend Other BFIWSNA Legal Responsibilities. This Agreement does not shift, alter, amend or lessen BFIWSNA's duties and responsibilities as set forth in any Conditional Use Permit, NCUC, Dakota County's solid waste license(s), or the MPCA's solid waste permit.

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

12.03 Entire Agreement; Amendments. This Agreement may not be modified except by an instrument in writing and duly executed by the Parties.

12.04 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. BFIWSNA and BFI may assign this Agreement only with the express written consent of the City. In the event of any assignment, however, BFIWSNA and BFI shall remain fully responsible to assure that its respective duties and responsibilities as expressed in this Agreement are fully performed.

12.05 Authorization. The City, BFIWSNA and BFI (and each person executing this Agreement) warrant each to the other that each has taken all actions necessary to authorize it to execute, deliver, and carry out this Agreement.

12.06 BFIWSNA's Obligations. The City shall have no obligation to pay any part of BFIWSNA's and BFI's expenses in carrying out its obligations under this Agreement.

12.07 Term. This Agreement shall be effective from and after April 1, 2004, and the term of this Agreement shall continue until the Parties mutually consent in writing to

termination.

The HCF under Sections 8.05 and 8.06 ceases when the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public.

12.08 Recording. Within 30 days after execution of this Agreement by all Parties, BFIWSNA shall record a summary memorialization of this Agreement with the Dakota County Recorder against the Landfill and the West 100 Acres. The form of the memorial shall be first approved by the City's Attorney.

SECTION 13. SIGNATURES.

By their signatures below, the undersigned represent that they have authority to bind the Parties that they represent, their agents, subsidiaries, successors, and assigns with respect to the performance of this Agreement. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION 14. SUPERSEDING EFFECT.

This Second (2nd) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Host Community Agreement dated May 30, 1995, by and among the City of Inver Grove Heights, Pine Bend Landfill, Inc., (now consolidated as a part of BFIWSNA), and Browning-Ferris Industries, Inc. This Second (2nd) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Restated and Amended Host Community Agreement By and Among BFI Waste Systems of North America, Inc., Browning-Ferris Industries, Inc., and The City of Inver Grove Heights, Minnesota, dated March 22, 2004.

SECTION 15. RELATIONSHIP TO NCUC AND CONDITIONAL USE PERMIT.

A breach of this Agreement by BFIWSNA or BFI, including, but not limited to, any failure to pay the amounts required to be paid under Sections 7.01, 8.05, 8.06, 8.07, 8.08, 8.10 and 8.11, is deemed to be a violation of the NCUC and of the Conditional Use Permit issued by the City under Resolution No. 04-48.

SECTION 16. REMEDIES.

If BFIWSNA or BFI fails to pay the amounts required to be paid under Sections 7.01, 8.05, 8.06, 8.07, 8.08, 8.10 and 8.11, or if BFIWSNA or BFI otherwise breaches this Agreement in any other respect, then the City shall have available to it all remedies at law and in equity and all such remedies shall be cumulative and non-exclusive.

SECTION 17. DISMISSAL OF ASSESSMENT APPEALS.

BFIWSNA has caused special assessment appeals to be filed for City Improvement No. 2003-03 relating to three tax parcels namely, PID No. 205757501000, PID No. 205756001001 and PID No. 205757501002. By November 30, 2008, BFIWSNA shall cause all three assessment appeals to be dismissed with prejudice and on the merits; the dismissal shall be filed with the Dakota County District Court. The three assessment appeals are as follows:

- *BFI Waste Systems of North America, Inc. d/b/a Pine Bend Landfill v. City of Inver Grove Heights, Minnesota* – Court File No. 19HA-CV-08-2743 (re PID No. 20575501000)
- *BIF Waste Systems of North America, Inc. d/b/a Pine Bend Landfill v. City of Inver Grove Heights, Minnesota* – Court File No. 19HA-CV-08-2763 (re PID No. 205756001001)

- *BFI Waste Systems of North America, Inc. d/b/a Pine Bend Landfill v. City of Inver Grove Heights, Minnesota* – Court File No. 19HA-CV-08-2764 (re PID No. 205757501002).

SECTION 18. BUSINESS FACILITY IN GENERAL LOCATION OF CONCORD BOULEVARD AND 66TH STREET.

BFIWSNA operates a business facility in the general location of Concord Boulevard and 66th Street. This facility stores empty roll-off boxes and empty transfer boxes. The City seeks to discuss with BFIWSNA whether the facility could be relocated. From time to time at the request of the City, BFIWSNA shall in good faith discuss and negotiate with the City the terms and conditions by which the City and BFIWSNA could mutually agree that the facility could be relocated.

By June 1, 2010, at the business facility, BFIWSNA, at its own expense and in cooperation with Dakota County, will install the landscape improvements as shown on the Mississippi Regional Trail Landscape Plan to the extent Dakota County and BFIWSNA have mutually agreed on such improvements.

[The remainder of this page has been intentionally left blank.]

IT IS SO AGREED:

City of Inver Grove Heights

By: George Tourville
George Tourville, Mayor

Attest:

By: Melissa Rheaume
Melissa Rheaume, Deputy Clerk

BFI Waste Systems of North America, LLC

By: Bryan Summer
Its: MARKET VICE PRESIDENT

Browning-Ferris Industries, Inc.

By: Bryan Summer
Its: MARKET VICE PRESIDENT

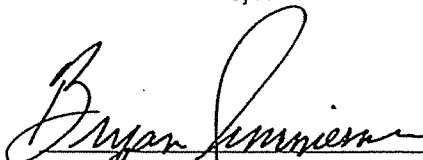
GUARANTY

For good and valuable consideration, the undersigned, Allied Waste Industries, Inc., a Delaware corporation, hereby irrevocably and unconditionally guarantees the obligations, duties, responsibilities and liabilities of BFI Waste Systems of North America, LLC and Browning-Ferris Industries, Inc., under the foregoing Second (2nd) Restated and Amended Host Community Agreement.

Dated: 12-02, 2008

Allied Waste Industries, Inc.

By:



Its:

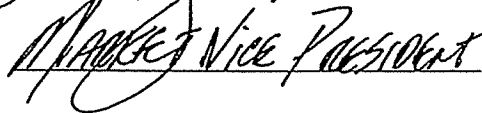

Mark J. Vice President

EXHIBIT A

HOST COMMUNITY FEE PURSUANT TO SECTION 8.06

Year	Section 8.06 Fee Amount		Year	Section 8.06 Fee Amount
2008 Oct.-Dec.	\$4.65 per ton		2020	7.20 per ton
2009	\$5.20 per ton		2021	\$7.41 per ton
2010	\$5.36 per ton		2022	\$7.64 per ton
2011	\$5.52 per ton		2023	\$7.87 per ton
2012	\$5.68 per ton		2024	\$8.10 per ton
2013	\$5.85 per ton		2025	\$8.34 per ton
2014	\$6.03 per ton		2026	\$8.59 per ton*
2015	\$6.21 per ton		2027	\$8.85 per ton*
2016	\$6.40 per ton		2028	\$9.12 per ton*
2017	\$6.59 per ton		2029	\$9.39 per ton*
2018	\$6.78 per ton		2030	\$9.67 per ton*
2019	\$6.99 per ton			

***NOTE: From and after January 1, 2026, the per ton fee shall be the fee set forth above plus the fee required under Section 8.07.**

EXHIBIT B

RETURNS, FEE PAYMENT EXTENSIONS AND REPORTING REQUIREMENTS

A. FILING OF RETURNS AND PAYMENT OF FEES. BFIWSNA shall file a monthly fee return on a form prescribed by the City. The return must be signed by BFIWSNA or by a Person authorized by BFIWSNA to do so. The return shall be filed with the City on or before the 15th day of the month immediately following the month in which the Waste was received at the facility, and must be accompanied by payment of the fees described in Section 8.

B. EXTENSIONS. The City may extend for reasonable cause the time for filing returns and remittance of fees for not more than sixty (60) days. The City may require the filing of an estimated return at the time fixed for filing the regularly required return and may require the payment of the estimated fees on the basis of such estimated return.

C. CALCULATION OF FEE. Although all Waste must be weighed, the fee shall be calculated based on measurements made at the scale located at the Landfill as follows:

1. Waste shall be measured in pounds or tons.
2. The measurement of Waste in pounds or tons shall be based on the difference between the tare weight of the vehicle and/or conveyance and the scale weight of the loaded vehicle and/or conveyance.

D. MONTHLY RETURN. The fee monthly return shall include:

1. The amount of all Waste accepted and disposed at the Landfill;
2. The fee due, computed by multiplying the total tons times the per ton fee as set by Section 8; and
3. Such other information as may be required by the City in order to administer Section 8.

E. FAILURE TO FILE RETURN. If BFIWSNA is required to file any return and shall fail to do so within the time prescribed or shall make, willfully or otherwise, an incorrect, false or fraudulent return, BFIWSNA, upon written notice and demand, shall immediately file such return or corrected return and at the time pay any fees due on the basis thereof. If BFIWSNA shall fail to file such return or corrected return, the City may make for BFIWSNA a return, or corrected return, from its knowledge and from such information as the City can obtain through testimony or otherwise and assess a fee on the basis thereof, which fee (less any partial payments for the fee covered by such return) shall be immediately paid upon written notice and

demand. Any such return or assessment made by the City shall be prima facie correct and valid and BFIWSNA shall have the burden of establishing its incorrectness or invalidity in any action or proceeding in respect thereto. Nothing in this paragraph shall preclude the City from enforcing Section 8 by pursuing any other remedy authorized by law or ordinance.

F. RECORDS.

1. BFIWSNA shall keep adequate and complete records showing:
 - a. The total weight of Waste accepted and disposed based solely on the difference between the tare weight of the vehicle and/or conveyance and the gross weight of the vehicle and/or conveyance by measurements made by the scale located at the Landfill.
 - b. General type or types of Waste accepted and disposed;
 - c. Origin(s) of Waste accepted and disposed;
 - d. The dates and times of deliveries; and
 - e. The Hauler(s) that delivered Waste accepted and disposed at the Landfill.
2. Daily records shall be kept in the form prescribed by the Minnesota Commissioner of Revenue under rule promulgated pursuant to the Metropolitan Landfill Abatement Act (Minn. Stat. §§ 473.842 – 473.847) and the County of Dakota.

G. EXAMINATION OF RECORDS. The City or its designated agent shall have the right to examine and/or copy records required by Section 8 or by Exhibit B.

EXHIBIT C

PAYMENT FORMULAS PURSUANT TO SECTION 8.11.4

<u>TYPE OF EQUIPMENT</u>	<u>CHARGE PER HOUR</u>
1.) Rescue – Ambulance	\$310.60 *
2.) Grass Fire Truck	\$219.56*
3.) Pumper	\$369.51 *
4.) Tanker	\$289.18 *
5.) Aerial	\$744.38 *
6.) All other	\$192.79 *

* **Note:** The hourly equipment charges set forth above shall be annually adjusted beginning April 1, 2009, to reflect the amount of the change in the Consumer Price Index. The "Consumer Price Index" is hereby defined to be the Consumer Price Index For All Items For All Urban Consumers for Minneapolis-St. Paul, Minnesota, with the standard base period of 1982-84 equals 100. If such index shall be discontinued, then any successor consumer price index of the United States Bureau of Labor Statistics or successor agency thereto, for Minneapolis shall be used, with such reconciliation of the different indices as may be required for accurate comparison.

Such adjustment shall be accomplished by multiplying the per hour charges set forth above by a fraction, the numerator of which shall be the average annual Consumer Price Index for the most recently ended year prior to the date of such adjustment and the denominator of which shall be the average annual Consumer Price Index for the year 2007.

In no event shall the adjustment reduce the hourly charges below the amounts set forth above.

FIRE FIGHTER PAYMENT:

The hourly payment for firefighters shall be at the highest hourly rate for a firefighter on the St. Paul Fire Department as calculated by the City of St. Paul. The hourly rate shall not include any fringe benefits that the St. Paul firefighters may have or may show as part of their hourly rate; the rate shall be strictly for the firefighter salary.

Hours shall be computed to the nearest quarter of an hour.

THIRD (3RD)

RESTATED AND AMENDED HOST COMMUNITY AGREEMENT BY AND AMONG BFI WASTE SYSTEMS OF NORTH AMERICA, LLC, BROWNING-FERRIS INDUSTRIES, LLC, AND THE CITY OF INVER GROVE HEIGHTS, MINNESOTA

SECTION 1. RECITALS.

1.01 Parties. This THIRD (3rd) AMENDED AND RESTATED HOST COMMUNITY AGREEMENT (Agreement), dated as of April 9, 2018, is entered into by and among the City of Inver Grove Heights (City), a Minnesota municipal corporation, and BFI Waste Systems of North America, LLC (BFIWSNA), a Delaware limited liability company, and Browning-Ferris Industries, LLC (BFI), a Delaware limited liability company (each referred to singly as Party or together as Parties). Browning-Ferris Industries, LLC, is a wholly owned subsidiary of Allied Waste North America, LLC, a Delaware limited liability company, and Allied Waste North America, LLC is a wholly-owned subsidiary of Allied Waste Industries, LLC, a Delaware limited liability company.

1.02 The Landfill. BFIWSNA is a wholly owned subsidiary of BFI. BFIWSNA owns and operates a sanitary landfill known as the Pine Bend Sanitary Landfill (PBSL or Landfill), located within the city of Inver Grove Heights, Dakota County, Minnesota. The Landfill is one of the largest in Minnesota.

1.03 Landfill Regulation. BFIWSNA operates the Landfill pursuant to Solid Waste Permit No. 45 (SW-45), issued by the Minnesota Pollution Control Agency (MPCA), various licenses issued by Dakota County, and other applicable laws and regulations.

1.04 City Authority. The City possesses certain regulatory authority over PBSL, including, but not limited to, zoning authority and surface water drainage authority.

1.05 Landfill Listed. In 1985, the Landfill was listed on the National Priority List as Pine Bend Landfill and on the Minnesota Permanent List of Priorities as Pine Bend Sanitary Landfill/Crosby American Demolition Landfill (PBSL/CAP). Those listings occurred because contaminants leaching from unlined portions of PBSL/CAP were detected in groundwater to the east and northeast of PBSL/CAP.

1.06 MPCA Remedial Documents. After the Landfill was listed, the MPCA and Pine Bend Landfill, Inc., the predecessor in interest to BFIWSNA, entered into an Amended Response Order By Consent dated and effective as of October 23, 1990, and the MPCA issued a Record of Decision for the PBSL/CAP site dated September 30, 1991. Those documents committed Pine Bend Landfill, Inc., to perform remedial actions to address the environmental problems at the Landfill.

Pine Bend Landfill, Inc., was required to provide an alternative drinking water source for the residential wells affected by the releases from the PBSL/CAP.

In December 1994, the City completed the construction of a municipal water line and began delivery of water to the affected residences. In 1994, the MPCA allowed the termination of the Superfund process based on the determination by the MPCA that the SW-45 was a sufficient regulatory mechanism for the monitoring, source control, and remediation of the ground water.

1.07 Reissuance of SW-45. SW-45 was issued in November of 1986 with a five year term expiring in November of 1991. SW-45 was reissued and amended on the following dates:

- December 14, 1993
- September 15, 1997

- January 12, 2004
- May 29, 2009
- July 30, 2015

It is anticipated that SW-45 will be amended and reissued prior to December 31, 2018.

1.08 City Involvement in Remediation. As a result of the listings, the MPCA actions, the SW-45 reissuances and amendments, and citizen concern about implementation of the Amended Response Order By Consent and Record of Decision, the City determined to take a more active role in protecting the public health, safety, and welfare. In December 1991, the City retained the Minneapolis law firm of Fredrikson & Byron, P.A., as Special Environmental Counsel, to represent and advise it with respect to permitting, regulatory, land use, and response and remediation issues pertaining to the Landfill. In April 1992, the City retained Barr Engineering Company to provide technical and environmental analysis and advice with respect to those same issues. Barr Engineering Company has continued to provide technical environmental analysis to the City.

1.09 Parties' Cooperative Efforts. In an attempt to process the numerous permitting, land use, and response and remedial activities pertaining to the Landfill, the Parties have met and conferred on a regular basis.

1.10 Southern Water System Extension. As part of the cooperative efforts to implement the Amended Response Order By Consent and the Record of Decision, the City and Pine Bend Landfill, Inc., entered into the Southern Water System Extension Agreement (SWSEA) (effective June 4, 1993), for the purposes stated in Section 2 of the SWSEA. Negotiation of the SWSEA involved the City's Special Environmental Counsel, Barr Engineering Company, the City's engineering and planning staffs, and the City Attorney over

an extended period.

1.11 Waste Relocation. To reduce the area where buried waste was in direct contact with soils and to achieve expedited closure of unlined areas, Pine Bend Landfill, Inc., excavated and moved over 1.4 million cubic yards of waste. The City, Dakota County, and the MPCA spent over six months in planning and approving this waste transfer. The City Attorney, Barr Engineering Company, the City's Special Environmental Counsel, the City's planning and engineering staffs, and the Environmental Commission participated in this effort.

1.12 Acceleration of Other Remedial Activities. Pine Bend Landfill, Inc., accelerated certain environmental activities as a result of its negotiations with the City and such actions produced a general improvement and enhancement of the environment. BFIWSNA has agreed to accelerate certain additional environmental activities which the Parties believe will further enhance the environment.

1.13 Ongoing City Involvement with Remediation. The City anticipates that response and remediation actions over the next 12 years will necessitate a continuing high level of City involvement to assure protection of the public health, safety, and welfare.

1.14 City Zoning Changes. In 1991, the City modified its zoning code to enable it to exercise greater control over solid waste uses within the City. The City expected those amendments to offer certainty as to which solid waste uses were permitted and prohibited in the City and to require conditional use permits for future establishment of certain solid waste uses in the City. The solid waste industry, however, has continued to evolve at a rapid pace from its origin in simple landfills to broad-scale, integrated waste management facilities focused on recovery and recycling. The City foresees an ongoing need to study its zoning code and other ordinances as they relate to developments adjacent to the Landfill.

1.15 NCUC Negotiations. In response to the 1991 amendments to the City's zoning code and the rapid changes in the solid waste industry, the City, Pine Bend Sanitary Landfill, Inc., (now consolidated as a part of BFIWSNA) and Browning-Ferris Industries, Inc., engaged in lengthy negotiations involving, among others, the following topics: a Non-Conforming Use Certificate (NCUC) to describe the geographic boundaries and airspace capacity of the Landfill; the solid wastes that may continue to be disposed of at the Landfill; solid wastes that may not be disposed at the Landfill; accessory uses that may occur at the Landfill; certain operational requirements; site plan requirements; City enforcement authority; and other cooperative arrangements. These negotiations involved the City's Special Environmental Counsel, Barr Engineering Company, the City Attorney, and the City's planning, engineering, and financial staffs over an extended period.

The Landfill is currently subject to the following City permits and approvals:

- a.) Resolution No. 6330 Approving a Conditional Use Permit for an Energy Recovery Facility for the Generation of Electricity, dated May 30, 1995;
- b.) Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill, dated November 27, 1995;
- c.) Resolution No. 2001-86 Approving a Conditional Use Permit for Open Storage for Truck and Trailer Storage/Parking, dated July 9, 2001;
- d.) Resolution 01-117 Adopting a Revised Landscaping Plan, dated September 10, 2001;
- e.) Resolution No. 02-32 Amending the Non-Conforming Use Certificate by Modifying the Phasing Plan, Maximum Elevation, and final Grading and Storm Water Plans, dated March 11, 2002;

- f.) Resolution No. 02-127 Approving a Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 335,100 Cubic Yards, dated August 26, 2002;
- g.) Resolution No. 04-48 Approving a Conditional Use Permit to Allow an Airspace Capacity Expansion of Pine Bend Sanitary Landfill, dated March 22, 2004;
- h.) Resolution No. 04-49 Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill For a Sanitary Landfill, dated March 22, 2004;
- i.) Resolution No. 04-51 Declaring Lapse of Nonconforming Use Rights For Pine Bend Sanitary Landfill To Operate a Compost Facility dated March 22, 2004;
- j.) Resolution No. 04-50 Approving A Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 355,100 Cubic Yards, dated March 22, 2004;
- k.) Resolution No. ____ Approving a Conditional Use Permit to Allow a Side Slope Capacity Expansion of Pine Bend Landfill, dated April 9, 2018 (Case No. 07-36 NCUC);
- l.) Resolution No. ____ Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill dated April 9, 2018;
- m.) The Second (2nd) Amended and Restated Host Community Agreement dated October 27, 2008;
- n.) This Third (3rd) Amended and Restated Host Community Agreement dated

April 9, 2018.

1.16 Amended NCUC and Conditional Use Permit For Expanded Airspace.

In March, 2004, the City amended its zoning code to allow expanded airspace capacity at the Landfill by way of conditional use permit. A conditional use permit was issued for the expanded airspace capacity by City Resolution No. 04-48. The NCUC was amended by City Resolution No. 04-49 to reflect the issuance of the conditional use permit. On January 12, 2004, the MPCA amended SW-45 to allow the expanded airspace capacity. Dakota County also approved the airspace capacity expansion. In April, 2018, the City again amended its zoning code to allow expanded side slope airspace capacity at the Landfill by way of conditional use permit. A conditional use permit was issued for the expanded side slope airspace capacity by City Resolution No. 18-____, dated April 9, 2018. The NCUC was amended by City Resolution No. 18-____ to reflect the issuance of the conditional use permit.

The side slope capacity expansion of 3.53 million cubic yards, not including the final cover system, when coupled with the airspace capacity limitation of the Non-Conforming Use Certificate of airspace capacity of 23.3 million cubic yards, and the 2004 conditional use permit of 5.30 million cubic yards, not including the final cover system, shall not exceed 32.13 million cubic yards of airspace for disposed waste, not including the final cover system. The City and BFIWSNA agree that prior to the airspace capacity expansion allowed by the March 2018 conditional use permit the remaining airspace capacity, as of December 2016, was 1.90 million cubic yards. The remaining airspace capacity will be recalculated each year as required by the MPCA. BFIWSNA intends to continue operating the Landfill until the remaining unused airspace capacity has been filled or until December 31, 2030, whichever occurs first. The Landfill will then be closed.

1.17 Ongoing City Involvement with Land Use and Zoning. The continuing rapid evolution of the solid waste industry and the regulations governing the industry will require ongoing City participation in subgroups with BFIWSNA, further study of the City's zoning and other ordinances, periodic review of any NCUC and continuing substantial involvement by its staff, Attorney, special environmental advisors, its Environmental and Planning Commissions, and the City Council.

1.18 West 100 Acre Development. The Landfill and the approximate 100 acre parcel located immediately to the west of the Landfill (West 100 Acres) are subject to the Integrated Resource Management Overlay District of the City's zoning code. BFIWSNA owns both the Landfill and the West 100 Acres. The City has been concerned that the West 100 Acres would not be developed due to its proximity to the Landfill and the possibility that BFIWSNA is holding the property for expansion of the Landfill. The City desires both to permanently prevent landfill development on the West 100 Acres and to foster immediate development on this land. The potential exists to transform the Landfill and the West 100 Acres into an integrated waste management facility in accord with the Integrated Resource Management Overlay District.

1.19 Ongoing City Involvement with SW-45. The City anticipates that BFIWSNA's efforts to transform the Landfill and the West 100 Acres into an integrated waste management facility will necessitate continuing amendment of SW-45 and/or the issuance of other MPCA solid waste permits. This will require continuing participation by the City, its staff, Attorney, and its special environmental advisors in the MPCA permitting process.

1.20 Firefighting at PBSL. The City's Fire Department has responded to several fires at PBSL and at other landfills in the City. Landfill fires can present unique challenges. The City, therefore, wants to assure that certain fire prevention actions are undertaken by BFIWSNA. The

City further wants to assure that a sufficient water supply is present at PBSL for future firefighting and that other firefighting and communication equipment is available.

1.21 Ongoing Emergency Planning. The City anticipates that BFIWSNA and the City's Fire Department will need to engage in ongoing planning and communication about fire prevention and firefighting at the Landfill and at other solid waste units which are present or may be constructed at PBSL or the West 100 Acres.

1.22 Original Host Community Agreement. On May 30, 1995, the City, Pine Bend Landfill, Inc., and Browning-Ferris Industries, Inc., entered into a Host Community Agreement (the Original Host Community Agreement). The rights and obligations of Pine Bend Landfill, Inc., under the Host Community Agreement were transferred to BFIWSNA on September 30, 1997, and the City consented to such transfer on August 25, 1997, as memorialized in City Resolution No. 6937.

1.23 First Restated and Amended Host Community Agreement and Second Restated and Amended Host Community Agreement. On or about March 22, 2004, BFI Waste Systems of North America, Inc., a Delaware corporation, and Browning-Ferris Industries, Inc., a Delaware corporation, and the City of Inver Grove Heights entered into a Restated and Amended Host Community Agreement (the First (1st) Restated and Amended Host Community Agreement). The First (1st) Restated and Amended Host Community Agreement superseded the Original Host Community Agreement. On or about December 30, 2007, BFI Waste Systems of North America, Inc., converted from a C-Corporation to a limited liability company and become known as BFI Waste Systems of North America, LLC. The Federal Tax Identification Number and the Minnesota State Tax Identification Number did not change. The Federal Tax Identification Number for BFI Waste Systems of North America, LLC is 41-1696636 and the Minnesota State

Tax Identification Number for BFI Waste Systems of North America, LLC is 1759500. These are the same tax identification numbers that were used by BFI Waste Systems of North America, Inc.

On or about October 27, 2008, the City of Inver Grove Heights and BFI Waste Systems of North America, LLC and Browning-Ferris Industries, Inc. entered into a Second Restated and Amended Host Community Agreement.

1.24 Purpose. This Agreement is entered into for the purposes of: (1) establishing the principles of association between the City as the host community to the PBSL and BFIWSNA as the owner and operator of the PBSL; (2) providing compensation to the City for the anticipated direct and indirect costs associated with the presence and operation of PBSL, its related solid waste management units and activities, its response and remediation activities, its ongoing permitting activities, and its emergency preparedness planning; (3) preventing landfill development on the West 100 Acres while fostering other development on this property; (4) assuring that BFIWSNA will take certain fire prevention actions and provide certain firefighting capabilities at the Landfill; (5) accelerating certain remedial activities at the Landfill; and (6) amending and restating in its entirety the Original Host Community Agreement and the First (1st) Restated and Amended Host Community Agreement and the Second (2nd) Restated and Amended Host Community Agreement.

SECTION 2. AUTHORITY.

2.01 BFIWSNA. BFIWSNA enters into this Agreement pursuant to its limited liability company powers and by authorization of its Board of Governors.

2.02 BFI. BFI enters into this Agreement pursuant to its limited liability company powers and by authorization of its Board of Governors.

2.03 City. The City enters into this Agreement pursuant to powers granted to it by *Minn. Stat.* Chapters 412, 429, 444, 462, 465, and 471 and by authorization of the City Council.

2.04 Allied Waste Industries, LLC Allied Waste Industries, LLC, guarantees this Agreement pursuant to its limited liability company powers and by authorization of the Board of Governors.

SECTION 3. ADMINISTRATION.

3.01 Primary Responsibility. This Agreement shall be administered by the Parties' Points of Contact.

3.02 Points of Contact.

3.02.01 The City's Point of Contact. The City's Point of Contact shall be its City Administrator, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077, Telephone: (651) 450-2511, Fax (651) 450-2502.

3.02.02 BFIWSNA's and BFI's Point of Contact. BFIWSNA's Point of Contact shall be its General Manager, Pine Bend Landfill, 2495 East 117th Street, Inver Grove Heights, Minnesota 55077, Telephone (651) 457-2778, Fax (651) 457-7433. BFI's Point of Contact shall be its General Counsel, Browning-Ferris Industries, LLC, 18500 North Allied Way, Phoenix, AZ 85054.

3.03 Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with any Party or any agency, shall be deemed sufficiently given or filed if and when sent by (a) United States certified or registered mail, return receipt requested, postage prepaid, or (b) with a nationally recognized overnight courier service, in either case, addressed to the Party to receive the same, to the attention of that Party's Point of Contact.

SECTION 4. OPERATIONS AND CONSULTATIONS.

4.01 Operational Compliance. The Landfill shall be operated in accordance with MPCA Solid Waste Permit No. 45, as amended and reissued from time to time, any adopted NCUC, as it may be amended from time to time, the conditional use permit issued under City Resolution No. 04-48 as it may be amended from time to time, **the conditional use permit issued under City Resolution No. ____ Approving a Conditional Use Permit to Allow a Side Slope Capacity Expansion of Pine Bend Landfill dated April 9, 2018 (Case No. 07-36 NCUC), as it may be amended from time to time,** applicable Dakota County licenses, and all other applicable laws and regulations., including, but not limited to, the City permits, approvals and agreements listed in Section 1.15.

4.02 Consultation.

4.02.1 Regular Consultation. The Parties will use their best, good faith efforts to resolve informally any dispute arising under this Agreement. To avoid disputes and to promote informal dispute resolution, the Parties shall meet at least quarterly during each calendar year to review compliance with this Agreement and to review general operational and regulatory matters. The agenda at such meetings shall include, but not be limited to:

- 4.02.1.1 Filling operations in the Landfill's lined area.
- 4.02.1.2 Any modification in financial assurances, including modifications in the cost estimates on which financial assurances are based.
- 4.02.1.3 Any modification in closure or post-closure care plans.
- 4.02.1.4 Reports or studies issued by the state or county.
- 4.02.1.5 Volumes and tons of waste received and remaining capacity.
- 4.02.1.6 Any plans for Landfill redevelopment or development of the West 100

Acres.

4.02.1.7 Any modifications to the groundwater monitoring systems, the gas monitoring, collection, and destruction systems, the leachate collection systems, and the liner.

4.02.1.8 Any operational deviations from permitted standards, exceedances of regulatory limits, or other noteworthy operational matters.

4.02.1.9 Any changes that might affect emergency planning or firefighting.

4.02.2 Special Consultation Regarding Permits and Licenses.

4.02.2.1 Before seeking any new federal, state, county, or other license or permit, or a modification to any existing license or permit, or before seeking any approval to redevelop the Landfill or the West 100 Acres, BFIWSNA will meet with City staff to present the proposal for a new or modified permit or license or redevelopment plan and offer the opportunity for City staff and consultants to review and comment on the proposal. If special circumstances, including but not limited to a threat to health and safety or legal requirements, necessitate proceeding immediately with a license, permit, or modification application, BFIWSNA will inform the City of its action at least contemporaneously with the filing of any application and arrange for a meeting to review the proposal.

4.02.3 City responsibility to consult. Before seeking changes in any federal, state, county, or other law, license, permit, or regulation affecting BFIWSNA, the City will meet with Landfill representatives and offer the opportunity for review and comment on the proposal. If

special circumstances, including but not limited to a threat to health and safety or legal requirements, necessitate proceeding immediately with a change in law, license, permit, or regulation, the City will inform BFIWSNA of its action at least contemporaneously with initiating action on the change and arrange for a meeting to review the proposal.

4.03 Compliance with NCUC and Conditional Use Permit. BFIWSNA must comply with and operate the Landfill in accordance with the NCUC, as amended from time to time, and the terms and conditions of the conditional use permit granted by Resolution No. ____ Approving a Conditional Use Permit to Allow a Side Slope Capacity Expansion of Pine Bend Landfill dated April 9, 2018, as it may be amended from time to time.

SECTION 5. FIRE PROTECTION.

5.01 BFIWSNA's Responsibilities. BFIWSNA, as the owner and operator of the Landfill, is obligated by *Minnesota Rule* 7035.2595 to make "prior arrangements" with a local fire department for services that may be needed at the Landfill. Dakota County Ordinance No. 110 obligates BFIWSNA to either have an agreement with a local fire department or to have adequate firefighting equipment of its own on site. BFIWSNA desires to meet its obligations *under Minnesota Rule* 7035.2595 and Dakota County Ordinance No. 110 by entering into this Agreement.

5.02 Roads and Water Supply. The Parties desire to have in place at the Landfill adequate access roads and an adequate water supply so that the City's firefighting equipment can be effectively mobilized and used at the Landfill to fight fires.

5.03 No Special Duty. The Parties do not wish to impose any duty on the City to fight Landfill fires beyond that specified by statute or common law. The existence of this Agreement shall not be construed to create a special duty owed to BFIWSNA or others by the City. The Parties desire that this Agreement not in any way abrogate the sovereign immunity enjoyed by the

City, or the statutory liability limits specified in *Minn. Stat.* Chapter 466.

5.04 Terms. The following terms, unless otherwise specifically defined elsewhere in this Agreement, shall have the following meanings:

5.04.1 Private Water Supply. "Private Water Supply" means and includes a system, network, and combination of pumps, tanks, hydrants, and related equipment such that a water supply of 1,500 gallons per minute can be produced and supplied for at least 120 consecutive minutes for use in fighting a fire at the Landfill. The system shall be installed in accordance with the Minnesota Fire Code.

5.04.2 Fire Suppression Equipment. "Fire Suppression Equipment" means and includes, jointly and severally, the following:

5.04.2.1 A multi-purpose portable ABC fire extinguisher of at least twenty pounds capacity located in each of the heavy equipment vehicles used at the Landfill;

5.04.2.2 A multi-purpose portable ABC fire extinguisher of at least five pounds capacity located in each of the trucks located at the Landfill;

5.04.2.3 At least two backpack pump cans maintained at locations specified by the Fire Marshall.

5.04.3 Active Sites. "Active Sites" mean those areas of the Landfill where treatment, processing and disposal of solid waste is actively occurring, as opposed to those areas of the Landfill where disposed solid waste has received intermediate or final cover in accordance with MPCA rules.

5.05 Road Maintenance. BFIWSNA, at its own expense, shall maintain and repair the access roads to the Active Sites and a perimeter road around the entire Lot 1, Block

1, Pine Bend Sanitary Landfill. The roads shall be maintained in good condition so that they will be passable at all times by any vehicle. BFIWSNA shall be solely responsible for snowplowing and for removing all vegetation and debris from the roads. The perimeter road shall continue to be at least 20 feet in width and shall be maintained with an all-weather surface so as to support all fire apparatus of the City. The perimeter road shall be maintained to have a minimum capacity of 18,000 pounds gross weight. The required width of the perimeter road shall not be obstructed in any manner, including by parked vehicles.

5.06 Keys for Gates. BFIWSNA shall provide the City with duplicate keys for all gates at the Landfill so that the City may have access to the roads specified in Section 5.05. Keys shall be placed in an approved fire department key box at the main gate or at some other mutually agreed-upon location.

5.07 Map of Roads. The location of permanent roads at the Landfill, including the perimeter road, shall be as specified on the plat documents on file with the City. BFIWSNA shall provide the City with a map of the permanent roads at the Landfill. BFIWSNA shall be responsible for updating this map whenever any new permanent roads are made or old permanent roads are removed and shall provide an updated copy to the City.

5.08 Right of Entry. The City's fire, police, and inspection departments shall have the right at all times to enter the Landfill and to utilize all the roads at the Landfill.

5.09 Fire Breaks. If the City's fire department orders BFIWSNA to construct a fire break around one or more of the Active Sites, BFIWSNA shall do so at its own expense. The width of the fire break around the Active Sites shall be specified by the City's fire department.

The perimeter road shall be considered as a fire break around the perimeter of the Landfill. BFIWSNA shall maintain the perimeter road as a fire break.

BFIWSNA at all times shall keep the fire breaks free from all combustible materials and free from vegetation and debris.

5.10 Fire Suppression Equipment. BFIWSNA shall provide and maintain the Fire Suppression Equipment at the Landfill at all times. All Fire Suppression Equipment shall be tested at least annually and maintained to ensure proper operation at all times.

5.11 Water Supply. BFIWSNA, at its own expense, shall maintain the Private Water Supply at the Landfill so that it is operational on a year-round basis. BFIWSNA shall keep the areas adjacent to the Private Water Supply (including all hydrants) accessible to the City's firefighting equipment at all times.

The City shall have the right to use the Private Water Supply to suppress fires outside of the Landfill, as well as fires that occur within the perimeter of the Landfill. There shall be no charge to the City for the City's use of the Private Water Supply for purpose of suppressing and extinguishing fires, whether outside or within the Landfill.

5.12 No Special Duty. The Parties agree that the City has no special duty to fight any fire occurring at the Landfill beyond that specified by statute or common law. By entering into this Agreement, the City is not agreeing to fight all or any fires occurring at the Landfill and is not assuming any special duty to BFIWSNA or to any third parties to fight fires at the Landfill.

5.13 No Warranty. The City does not represent and in no way warrants that the City's fire department is properly trained, equipped, or staffed to fight a fire at the Landfill.

5.14 Discretionary Acts. The Parties agree that the City's decisions whether to fight a Landfill fire and the methods by which such fires are fought shall be considered discretionary acts as defined by *Minn. Stat. § 466.03*, subd. 6, and, as such, shall be actions protected by the doctrine of sovereign immunity. BFIWSNA and BFI hereby waive any rights they might otherwise have to

challenge the City's decisions with respect to Landfill fires.

5.15 Communications Equipment. BFIWSNA shall, at the City's request and at BFIWSNA's expense, provide a command post where firefighting equipment can be mobilized and where communications equipment and supervisory personnel can be established and assembled. Further, BFIWSNA shall, at the City's request and at BFIWSNA's expense, allow the City to use BFIWSNA's communications equipment at the Landfill, including, but not limited to, telephones and two-way radios.

5.16 Insurance. BFIWSNA shall maintain at all times insurance covering liability, property, and casualty losses as a result of a Landfill fire. Such insurance shall at least be in the amounts specified by Dakota County Ordinance No. 110. BFIWSNA shall provide the City with evidence that insurance coverage required by this Agreement is in full force and effect.

5.17 Contingency Action Plan. BFIWSNA shall provide the City and its designees with copies of BFIWSNA's Contingency Action Plan that is required by the MPCA and Dakota County. BFIWSNA shall provide the City with copies of all amendments to the Contingency Action Plan in a timely manner. The Contingency Action Plan shall address and make provisions for controlling air emissions, leachate generation, and water runoff during the course of a Landfill fire.

5.18 Hazard Identification; Planning. BFIWSNA shall identify any potential fire hazards at the Landfill and shall cooperate with the City in developing adequate fire and emergency procedures for fighting fires at the Landfill.

5.19 Off-Site Notice and Evacuation. BFIWSNA must annually review and update, if necessary, an evacuation plan that describes the geographical area to be notified, when and to whom notice will be given, how and under what circumstances persons will be evacuated during a Landfill fire, and how the evacuation costs will be handled. The evacuation plan is subject to the

approval of the City's Director of Public Safety.

5.20 Facility Features. To the extent not otherwise specified in a NCUC, BFIWSNA shall provide the City with maps and other descriptions of the Landfill's features that might affect firefighting efforts at the Landfill. Such features include, but are not limited to, pipeline and utility locations, landfill gas collection systems, locations of special wastes, known locations of on-site chemicals and hazardous materials (whether landfilled or not), and the location of environmental monitoring points.

5.21 Substantial Compliance. To the extent that county, state, and federal laws or regulations impose upon BFIWSNA substantially the same responsibilities as required by Sections 5.17, 5.18 and 5.19, above, compliance with the applicable county, state, or federal laws and regulations shall constitute compliance with said Sections 5.17, 5.18, and 5.19.

5.22 Indemnification and Release. BFIWSNA and BFI, jointly and severally, shall release, defend, indemnify, and hold harmless the City and its officers, agents, employees, elected and appointed officials, boards, political bodies, and volunteers, and any other political subdivisions that provide mutual assistance to the City in fighting fires at the Landfill (Firefighting Indemnified Parties) from and against any and all causes of action of any nature, claims, costs, execution, expenses (including reasonable attorneys' and witnesses' fees and costs), judgments, liabilities, liens, or losses (collectively, Damages) based upon or arising out of the Firefighting Indemnified Parties' actions or inactions, other than gross negligence, with respect to future fires at the Landfill. This Section 5.22 shall not apply to the City's use of BFIWSNA's water system to fight fires off the Landfill which also did not start on the Landfill, and the City shall release BFIWSNA and BFI from any Damages that arise out of the use of BFIWSNA's water system to fight fires off the Landfill that did not start on the Landfill. This section shall not be deemed to abrogate the sovereign immunity

enjoyed by the City or the statutory limits provided by *Minn.Stat.* Chapter 466, as amended from time to time. The responsibility of BFIWSNA and BFI for indemnification under this section is limited to the City's liability limits set forth in *Minn. Stat.* Chapter 466, as amended from time to time.

5.23 Relationship to Other Agreements. This Agreement shall supersede that certain agreement relating to reimbursement for firefighting equipment and personnel dated August 23, 1974, by and between the Pine Bend Development Company and the City.

SECTION 6. ASSURANCES.

6.01 Indemnification and Release. BFIWSNA and BFI, jointly and severally, shall release, defend, indemnify, and hold harmless the City, its officers, agents, employees, elected and appointed officials, boards, political bodies, and volunteers (Indemnified Parties) from and against any and all causes of action of any nature, claims, costs, executions, expenses (including reasonable attorneys' and witnesses' fees and costs), judgments, liabilities, liens, or losses (collectively, Damages) based upon or arising out of the following, whether or not BFIWSNA or BFI otherwise has any responsibility therefore and whether occurring in the past, present, or future:

- a. BFIWSNA's conduct of operations of the Landfill;
- b. the past conduct of operations of the Landfill by Pine Bend Sanitary Landfill, Inc.
- c. waste or substances treated, stored, disposed, or contained in the Landfill;
- d. waste or substances emanating or released from the Landfill;
- e. a failure of BFIWSNA or BFI to satisfy any legal requirements related to the foregoing and/or a failure of BFIWSNA or BFI to satisfy the duties and obligations under this Agreement; and
- f. City permits for the Landfill.

This section shall not be deemed to abrogate the sovereign immunity enjoyed by the City or the statutory liability limits provided by *Minn. Stat.* Chap. 466, as amended from time to time. The responsibility of BFIWSNA and BFI for indemnification under this section is limited to the City's liability limits set forth in *Minn. Stat.* Chap. 466, as amended from time to time. BFIWSNA and BFI shall not be responsible for the Indemnified Parties' gross negligence and shall not release, defend, indemnify, or hold harmless the Indemnified Parties for Damages based on or arising from gross negligence.

6.02 Financial Assurances. BFIWSNA shall maintain in full force and in effect all insurance, bonds, letters of credit, or cash deposits required to be maintained by county, state, and federal law in order to assure completion, closure, and post-closure care and maintenance of the PBSL as required by law. BFIWSNA shall also provide the City with such copies as it may request of all insurance policies, bonds, letters of credit, and any other financial assurance instruments and documents on a timely basis.

SECTION 7. THE EXPANSION PAYMENT.

7.01 Expansion Payment. BFIWSNA or BFI shall pay the City \$3,685,000 in the following manner and under the following terms:

- a.) \$500,000 shall be paid upon execution of the First (1st) Restated and Amended Host Community Agreement; the City acknowledges receipt of this installment payment;
- b.) The remaining balance of \$3,185,000 together with interest on the unpaid balance at the rate of 6% shall be paid as follows:
 - (i) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2005; City acknowledges receipt of this installment payment;

- (ii) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2006; City acknowledges receipt of this installment payment;
- (iii) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2007; City acknowledges receipt of this installment payment;
- (iv) \$500,000 plus the accrued interest on the unpaid balance shall be paid on April 1, 2008; City acknowledges receipt of this installment payment;
- (v) \$500,000 plus the accrued interest on the unpaid balance shall be paid on January 1, 2009; City acknowledges receipt of this installment payment;
- (vi) The remaining unpaid balance of the original \$3,685,000 plus the accrued interest on the unpaid balance shall be paid on January 1, 2010; City acknowledges receipt of this installment payment.

BFIWSNA or BFI may prepay the amount required by this Section 7.01 without incurring any penalty.

The amount required to be paid under this Section 7.01 shall not be credited against the amounts required to be paid under Sections 8.05 and 8.06 and 8.12 and 8.13. The amounts required to be paid under Sections 8.05 and 8.06 and 8.12 and 8.13 shall not be credited against the amount required to be paid under this Section 7.01. The amount required to be paid under this Section 7.01 is required to be paid regardless of future events, e.g., even if waste volumes drop to zero or the Landfill ceases operation or the Landfill is closed. BFIWSNA and BFI are jointly and severally responsible for making such payments.

SECTION 8. HOST COMMUNITY FEES.

8.01 Host Community Fees. In consideration for the City serving as the host community to the PBSL, in consideration for ongoing direct and indirect costs associated with the

presence and operation of PBSL, its related solid waste management units and activities, its response and remediation activities, and its emergency preparedness planning, and in consideration of all other matters as set forth in this Agreement, BFIWSNA or BFI shall pay the City the Host Community Fees (HCF) set forth in Sections 8.05 and 8.06 and 8.12 and 8.13 and the inducement amount set forth in Section 8.07. BFIWSNA and BFI are jointly and severally responsible for making such payments.

The Parties agree that the HCF set forth in Section 8.05 and 8.06 and 8.12 and 8.13 shall be the only fees charged by the City for solid waste uses conducted at the Landfill by BFIWSNA and BFI, and their affiliates and subsidiaries, except for customary permit fees (e.g., building permits and zoning application fees), utility use fees (e.g., water bills), fees incident to platting and subdivision (e.g., park dedication fees), real estate taxes, and special assessments for public improvements and except for the firefighting reimbursement fees that arise prior to and after closure of the Landfill pursuant to Section 8.11.

The parties agree that the inducement amount set forth in Section 8.07 is not considered as part of the base HCF, but rather is an additional amount to be paid as an inducement to encourage BFIWSNA to close the Landfill by earlier than December 31, 2030.

8.02 Use of Fee. The HCF shall be used by the City for public purposes. Such purposes may include, among others: general fund purposes; hosting the Landfill; the cost of providing firefighting services; environmental review and monitoring; and meeting and conferring with, among others, BFIWSNA, Dakota County, the MPCA, the United States Environmental Protection Agency, the Metropolitan Council, the Office of Environmental Assistance, and any other body having jurisdiction over the Landfill; the cost of sustainability projects and programs; the cost of “green initiatives”; the cost of GreenStep

Cities Program; or other legal public purposes.

8.03 Fee is in Lieu of Abatement Fees. The Parties agree that the City has statutory authority to impose abatement fees on the Landfill. That authority may be subject to legal challenge and is subject to legislative scrutiny and alteration. Therefore, the City agrees, for the term of this Agreement, to waive its right to impose such fees and to accept, in lieu thereof, the HCF described in this Agreement.

8.04 BFIWSNA and BFI to Forego Legal Challenges. BFIWSNA and BFI agree that, with respect to the City, they will forego any legal or legislative challenges, direct or indirect, to the imposition of abatement fees, past, present, or future. BFIWSNA and BFI reserve the right to make such challenges as respects any parties other than the City.

8.05 Minimum Monthly Payment. BFIWSNA or BFI shall pay the City per month a Minimum Monthly Payment on the 15th day of each month beginning October 15, 2008, and continuing each month thereafter until the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public. Provided, however, that BFIWSNA or BFI shall only be required to pay the greater of the amount payable under Section 8.05 or Section 8.06 for a particular month. By way of illustration only, if in a given month in the year 2009 the amount payable under Section 8.06 was \$40,000, BFIWSNA and/or BFI would be required to pay the City \$60,000 as specified by this Section 8.05 for that month in the year 2009. By way of further illustration, if the amount payable in a given month in the year 2009 under Section 8.06 was \$90,000, BFIWSNA and/or BFI would be obligated to pay the City the amount of \$90,000 only, and not the Minimum Monthly Payment of \$60,000 for that month in the year 2009. The amount required to be paid under this Section 8.05 is required to be paid until the Landfill permanently stops accepting Waste for disposal at the Landfill and the

Landfill is closed to the public.

The Minimum Monthly Payments per month for the years 2008 (beginning in October) through the year 2030 are as follows:

Year	Minimum Monthly Payment		Year	Minimum Monthly Payment
2008 Oct.-Dec.	\$60,000		2020	\$60,000
2009	\$60,000		2021	\$60,000
2010	\$60,000		2022	\$60,000
2011	\$60,000		2023	\$60,000
2012	\$60,000		2024	\$60,000
2013	\$60,000		2025	\$60,000
2014	\$60,000		2026	\$60,000
2015	\$60,000		2027	\$60,000
2016	\$60,000		2028	\$72,000
2017	\$61,000		2029	\$73,000
2018	\$60,000		2030	\$74,000
2019	\$60,000			

8.06 Per Ton Amount. BFIWSNA or BFI shall on a monthly basis pay the City a fee for every ton of waste or fraction thereof that is disposed in the Landfill (Waste). The per ton fee shall be as set forth on the attached Exhibit A. The monthly fee shall be paid to the City on or before the 15th day of the month following the month that the Waste was disposed of at the Landfill.

BFIWSNA shall record the weight of all Waste disposed of at the Landfill. BFIWSNA shall file monthly reports with the City in accord with the procedures set forth on the attached Exhibit B. The reports shall be filed by the 15th day of the month following the month that the Waste was disposed of at the Landfill.

The Waste subject to the fee required by this Section 8.06 shall include all forms of waste and waste materials except for the following :

- sand

- clay
- uncontaminated earthen material
- other material or wastes approved by Dakota County that are used for daily intermediate or final cover material or the construction of roads or berms within the Landfill.

The fee required to be paid by this Section 8.06 shall continue to be paid until the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public.

Notwithstanding anything to the contrary contained in this Section 8.06, the per ton fee required to be paid shall never be less than the amount the City is authorized to impose under *Minn. Stat.* § 115A.921. For purposes of determining the per ton fee under *Minn. Stat.* § 115A.921, the conversion factor of one ton equals 3.33 cubic yards shall be used.

Notwithstanding anything to the contrary contained in this Section 8.06, if another city or township in any Metropolitan County (as the term Metropolitan County is defined by Minn. Stat. § 473.121, Subd. 4 as amended from time to time) establishes a host community fee based on an amount per ton of waste (or an equivalent fee based on an amount per cubic yard) disposed at a licensed landfill (which accepts mixed municipal solid waste) that is greater than the fee established in this Section 8.06, then the City, at its option, may elect to have BFIWSNA or BFI pay to the City the higher fee and in such case BFIWSNA or BFI shall pay the higher fee to the City.

8.07 Inducement Amount. Pursuant to Section 11, the Landfill must be closed no later than December 31, 2030. The City seeks to induce BFIWSNA to close the Landfill at an earlier date. The parties agree that if the Landfill is not closed by December 31, 2025, then beginning

January 1, 2026, BFIWSNA or BFI shall pay to the City an Inducement Amount per ton for all Waste disposed at the Landfill from and after January 1, 2026. This Inducement Amount per ton is in addition to the charges set forth in Section 8.05 and in addition to the per ton charges set forth in Section 8.06 and shown on Exhibit A. This Inducement Amount per ton is not a credit against the amounts required to be paid under Sections 8.05 and 8.06.

This Inducement Amount per ton imposed by this Section 8.07 is to encourage BFIWSNA to permanently close the Landfill earlier than December 31, 2030.

The Inducement Amounts per ton for the years 2026 through 2030 are as follows:

Year	Inducement Amount Per Ton
2026	\$00.10
2027	\$00.20
2028	\$00.30
2029	\$00.40
2030	\$00.50

8.08 Late Fee. If the City does not receive the payments within 5 days of the dates set forth in Sections 7.01, 8.05, 8.06, 8.07, 8.11, 8.12 and 8.13, then BFIWSNA or BFI shall pay a late payment administrative charge of 6% of the amount owed and in addition the amount owed shall accrue annual interest at 6% beginning 5 days after the date the payment was due.

8.09 City's Wastes. During all times while the Landfill is accepting waste for disposal, BFIWSNA will arrange for pick-up, hauling, and disposal of non-hazardous wastes from City sources for the term of this Agreement at no charge to the City. City sources will include City Hall, public works buildings, fire stations, the Community Center, Aquatic Center and Ice Arena, golf course, park buildings (provided that the City collects wastes and deposits them in a suitable container at a single location in each park that is accessible by BFIWSNA's trucks), and other

similar City-owned structures. The non-hazardous wastes to be picked up, hauled, and disposed from City sources shall include recycling and special wastes. In addition, the City may deposit its street sweepings and similar wastes at the Landfill at no charge. In the case of special wastes, street sweepings, and similar wastes, if testing is required to establish the non-hazardous character of these materials, the City shall pay all the costs of establishing the non-hazardous character of these wastes.

Hazardous wastes and wastes generated by "City days" are not subject to this privilege.

This Section 8.09 does not apply to residences, businesses, or other sources of solid waste not listed above as City sources.

8.10 Donation. BFIWSNA has offered to donate the sum of \$15,000 annually to the City to support the programs and activities of the Veterans Memorial Community Center. The City hereby accepts such donation. BFIWSNA agrees to fulfill the terms of the donation by annually donating \$15,000 to the City beginning January 1, 2009, and continuing each year thereafter until the Landfill is permanently closed. The \$15,000 annual donation shall be payable on January 1 in each of the specified years.

In addition to the annual amount of \$15,000 payable on January 1, 2009, BFIWSNA also agrees to make a supplemental donation of \$55,000 on January 31, 2009, to support the programs and activities of the Veterans Memorial Community Center.

8.11 Payment For Firefighting Costs. BFIWSNA and BFI, jointly and severally, agree to pay the City for firefighting costs with respect to the City fighting fires at the Landfill prior to and after closure of the Landfill pursuant to this Section 8.11.

8.11.1 Definition of Routine Fire. For purposes of this Section 8.11, a Routine Fire means any of the following types of fires at the Landfill:

- a.) a grass fire;
- b.) a vehicle fire;
- c.) a building fire;
- d.) any fire at the Landfill where from the time the fire call comes to the City to the time the City firefighting equipment returns to the fire station less than one hour has elapsed.

8.11.2 Definition of Extraordinary Fire. For purposes of this Section 8.11, an Extraordinary Fire means any of the following types of fires at the Landfill:

- a.) a large surface-area fire;
- b.) a debris fire;
- c.) a methane gas fire;
- d.) a subsurface fire;
- e.) any fire at the Landfill where from the time the fire call comes to the City to the time the City firefighting equipment is returned to the fire station one hour or more of time has elapsed; provided, however, a grass fire or a vehicle fire or a building fire at the Landfill of any duration shall not be considered an Extraordinary Fire.

8.11.3 No Payment For Routine Fires. Unless the City otherwise imposes by ordinance an obligation by all landowners in the City to pay the City for fire calls, BFIWSNA shall not be obligated to pay the City for the City's suppression and extinguishment of Routine Fires at the Landfill.

8.11.4 Payment For Extraordinary Fires. With respect to Extraordinary Fires, BFIWSNA or BFI shall pay the City on an hourly basis for all firefighters and equipment from the City as well as from other communities according to the formulas set forth on Exhibit C;

provided, however, there shall be no firefighter or equipment charge for the first hour spent in suppressing the fire.

8.11.5 Payment For Damaged Equipment. BFIWSNA or BFI shall pay the City for any firefighting equipment of the City or of other cities that have been damaged during the fighting of a fire at the Landfill. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.6 Payment For Maintenance of Equipment During Fire. If during any fire at the Landfill the firefighting equipment of the City or of other cities requires more than normal and/or routine maintenance, then BFIWSNA or BFI shall be responsible and shall pay the City and other cities for those maintenance costs. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.7 Payment For Fuel. During any fire at the Landfill, if the fire equipment and trucks require refueling, then BFIWSNA or BFI shall make available all the fueling trucks and tanks at its disposal to cause the refueling to occur. If such are not available or are not acceptable for the refueling, then BFIWSNA or BFI shall pay the City for any costs that the City or other cities incur in providing refueling to the fire apparatus at the Landfill during the fire suppression. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.8 Water Supply Payment. BFIWSNA or BFI shall pay the City for any municipal water used in suppressing a fire at the Landfill. The charge for the municipal water shall be at the usual and customary water rates then in effect at the time of the fire. This payment obligation is in addition to the obligation set forth in Section 8.11.4.

8.11.9 Discretionary Act. Nothing contained in this Section 8.11 shall be deemed to limit the discretionary nature of this City's determination whether or not to fight a fire at the

Landfill. Nothing contained in this Section 8.11 shall be deemed to modify Sections 5.03, 5.12, 5.13, 5.14 and 5.22.

8.12 \$1,000,000 Fee. As part of the HCF and in addition to the fees and payments required under Sections 8.01 through 8.11 and Section 8.13, BFIWSNA or BFI shall pay the City \$1,000,000 by ten (10) installment payments of \$100,000 each year beginning on October 1, 2018, and continuing on October 1 of each year thereafter through and including October 1, 2027. The fee imposed by this Section shall be used for the purposes identified in Section 8.02.

8.13 \$1,500,000 Fee. As part of the HCF and in addition to the fees and payments required under Sections 8.01 through 8.12, BFIWSNA or BFI shall pay the City \$1,500,000 by twelve (12) installment payments of \$125,000 each year beginning on June 1, 2018, and continuing on June 1 of each year thereafter through and including June 1, 2029. The fee imposed by this Section shall be used for the purposes identified in Section 8.02; without limiting the discretion of the City to use the fees for any of the purposes identified in Section 8.02, the City on an annual basis, shall consider using a portion of the fee collected under this Section 8.13 for the cost of sustainability projects and programs, the cost of “green initiatives” or the cost of GreenStep Cities Program.

SECTION 9. ADDITIONAL TAX BASE.

9.01 Need to Study Additional Tax Base. The Landfill has been in existence for more than 40 years. The presence of the Landfill over that period has caused, in the City's view, the following:

9.01.1 A non-expanding tax base relating to BFIWSNA's properties, namely, the Landfill and the adjoining West 100 Acres owned by BFIWSNA.

9.01.2 A cognizable, broadly-perceived concern by the public and adjoining

landowners that BFIWSNA will attempt to use the West 100 Acres in the future for disposal of waste.

9.01.3 An unwillingness of landowners living in proximity to the Landfill to develop their land until the development, character, direction, and pattern of the West 100 Acre parcel is ascertained.

9.01.4 Lack of development on the West 100 Acres.

9.01.5 Lack of development on surrounding parcels.

9.01.6 An unsatisfactory growth in industrial tax base.

The City seeks to ameliorate this situation and to counteract the deleterious conditions stated above.

The City does not believe that the HCF and other considerations recited in Section 8, above, as a substitute for the City's abatement fee, are adequate unless the potential for waste disposal on the West 100 Acres is removed and replaced with an opportunity for enhanced tax base that is consistent with principles of sound municipal planning and protection of the environment.

9.02 No Disposal on West 100 Acres. BFIWSNA, for itself, its successor and assigns, agrees that it will not use the West 100 Acres for disposal of solid waste. Solid waste as used in this section shall have the meaning set out in *Minn. Stat.* § 116.06, subd. 22. This prohibition in the form of a negative easement recorded as Document No. 1360508 with the Dakota County Recorder on July 8, 1996, shall run with the West 100 Acres and shall be binding upon the successors and assigns of BFIWSNA. This negative easement shall not expire unless expressly released by the City. The City shall not release the negative easement unless the City, in its sole legislative authority, rezones all or a part of the West 100 Acres to allow disposal of solid waste.

SECTION 10. ADDITIONAL PARTIES; CONTRACTS COMPELLING COMPLIANCE.

If the City grants conditional use permits for any waste-related uses on the West 100 Acres, as a condition precedent to the commencement of any waste-related uses on the West 100 Acres, BFIWSNA and BFI shall cause the operator of the use and the owner of the land, when such respective operator and owner are affiliates or subsidiaries of BFIWSNA or BFI or are directly or indirectly controlled by BFIWSNA or BFI to execute and be bound by an Addendum to this Agreement. Said Addendum will state that the operator and owner agree to operate the facility in compliance with all applicable governmental laws and regulations, including the terms and conditions of any conditional use permit granted by the City.

SECTION 11. CLOSING OF LANDFILL.

BFIWSNA and BFI agree to permanently stop accepting Waste for disposal at the Landfill and to close the Landfill to the public no later than December 31, 2030. No Waste shall be disposed of at the Landfill after December 31, 2030, or when the permitted airspace capacity of 32.13 million cubic yards (not including the final cover) is reached, whichever occurs first.

SECTION 12. GENERAL PROVISIONS.

Except as this Agreement may specifically provide to the contrary, the following provisions shall apply to all Parties to this Agreement:

12.01 Agreement Not to Alter or Amend Other BFIWSNA Legal Responsibilities. This Agreement does not shift, alter, amend or lessen BFIWSNA's duties and responsibilities as set forth in any Conditional Use Permit, NCUC, Dakota County's solid waste license(s), or the MPCA's solid waste permit.

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

12.03 Entire Agreement; Amendments. This Agreement may not be modified except by an instrument in writing and duly executed by the Parties.

12.04 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. BFIWSNA and BFI may assign this Agreement only with the express written consent of the City. In the event of any assignment, however, BFIWSNA and BFI shall remain fully responsible to assure that its respective duties and responsibilities as expressed in this Agreement are fully performed.

12.05 Authorization. The City, BFIWSNA and BFI (and each person executing this Agreement) warrant each to the other that each has taken all actions necessary to authorize it to execute, deliver, and carry out this Agreement.

12.06 BFIWSNA's Obligations. The City shall have no obligation to pay any part of BFIWSNA's and BFI's expenses in carrying out its obligations under this Agreement.

12.07 Term. This Agreement shall be effective upon the MPCA issuing a certificate of need for the side slope capacity expansion referenced in Resolution No. ____ Approving a Conditional Use Permit to Allow a Side Slope Capacity Expansion of Pine Bend Landfill dated April 9, 2018 (Case No. 07-36 NCUC); and the term of this Agreement shall continue until the Parties mutually consent in writing to termination.

The HCF under Sections 8.05 and 8.06 ceases when the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public. The HCF under Sections 8.12 and 8.13 shall not cease even if the Landfill permanently stops accepting Waste for disposal at the Landfill and the Landfill is closed to the public; the HCF under Sections 8.12 and 8.13 shall only cease when full payments have been made under Sections 8.12 and 8.13.

12.08 Recording. Within 30 days after execution of this Agreement by all Parties, BFIWSNA shall record a summary memorialization of this Agreement with the Dakota County Recorder against the Landfill and the West 100 Acres. The form of the memorial shall be first approved by the City's Attorney.

SECTION 13. SIGNATURES.

By their signatures below, the undersigned represent that they have authority to bind the Parties that they represent, their agents, subsidiaries, successors, and assigns with respect to the performance of this Agreement. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION 14. SUPERSEDING EFFECT.

This Third (3rd) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Host Community Agreement dated May 30, 1995, by and among the City of Inver Grove Heights, Pine Bend Landfill, Inc., (now consolidated as a part of BFIWSNA), and Browning-Ferris Industries, Inc. This Third (3rd) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Restated and Amended Host Community Agreement By and Among BFI Waste Systems of North America, Inc., Browning-Ferris Industries, Inc., and The City of Inver Grove Heights, Minnesota, dated March 22, 2004. This Third (3rd) Restated and Amended Host Community Agreement supersedes and replaces in its entirety the Second Restated and Amended Host Community Agreement By and Among BFI Waste Systems of North America, LLC, Browning-Ferris Industries, Inc., and The City of Inver Grove Heights, Minnesota, dated October 27, 2008.

SECTION 15. RELATIONSHIP TO NCUC AND CONDITIONAL USE PERMIT.

A breach of this Agreement by BFIWSNA or BFI, including, but not limited to, any failure to pay the amounts required to be paid under Sections 7.01, 8.05, 8.06, 8.07, 8.08, 8.10, 8.11, 8.12 and 8.13, is deemed to be a violation of the NCUC and of the Conditional Use Permit issued by the City under Resolution No. 04-48 and the Conditional Use Permit issued by the City under Resolution No. 18-___ dated April 9, 2018.

SECTION 16. REMEDIES.

If BFIWSNA or BFI fails to pay the amounts required to be paid under Sections 7.01, 8.05, 8.06, 8.07, 8.08, 8.10, 8.11, 8.12 and 8.13, or if BFIWSNA or BFI otherwise breaches this Agreement in any other respect, then the City shall have available to it all remedies at law and in equity and all such remedies shall be cumulative and non-exclusive.

SECTION 17. 117TH STREET IMPROVEMENT PROJECT.

The City expects that at some time in the future it will construct the 117th Street Project and specially assess, among other lands, certain property owned by BFIWSNA (the **Property**).

The Property consists of Lot 1, Block 1; Lot 1, Block 2, Pine Bend Sanitary Landfill, Dakota County, Minnesota, according to the recorded plat; and Lot 1, Block 1, Pine Bend Recyclery, Dakota County, Minnesota, according to the recorded plat.

The 117th Street Project consists of the reconstruction of 117th Street from Highway 52 on the east to Rich Valley Boulevard on the west and includes the following:

Street reconstruction, right of way and street expansion, turn lanes, grading, drainage and erosion control, expansion of travel lanes, relocation of existing utilities, signalization, street lights and appurtenances.

Up to and including the sum of \$1,000,000, BFIWSNA is willing to waive any assessment appeals for the 117th Street Project relating to the Property if the Property is assessed and BFIWSNA is treated by the City substantially in the same manner with respect to assessment methodology as other similarly situated lands and landowners located along and/or benefited by the above described portion of 117th Street.

BFIWSNA warrants and represents that, as of the date hereof, BFIWSNA is the fee title owner of the Property.

The City has generally explained the nature and scope of the 117th Street Project with BFIWSNA.

BFIWSNA, after reviewing all the information about the 117th Street Project and the information related to assessment methodology, has determined to waive its rights to appeal assessments up to and including \$1,000,000 against the Property for such 117th Street Project improvements, subject to the terms of this Section 17.

BFIWSNA acknowledges benefit to the Property from the 117th Street Project up to and including \$1,000,000.

BFIWSNA recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. The Property will be specially benefited up to and including \$1,000,000 by the 117th Street Project.
2. BFIWSNA waives any and all procedural and substantive objections to the special assessment up to and including \$1,000,000 against the Property for the 117th Street Project. BFIWSNA hereby waives all notice and hearing requirements with respect to imposition of the special assessment. BFIWSNA hereby waives any claim that the special assessment for the 117th Street Project against the Property up to and including the amount of \$1,000,000 exceeds the benefit to the Property.
3. With respect to special assessments up to and including \$1,000,000 against the Property for the 117th Street Project, BFIWSNA waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.
4. The waiver contained herein shall be continuing and irrevocable and is made knowingly and voluntarily by BFIWSNA.
5. All terms and conditions of the waiver contained herein shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of BFIWSNA. The waiver contained hereon shall also apply to any after-acquired title of BFIWSNA in the Property.
6. The Parties agree that upon execution of this Agreement the parties will execute a memorandum of the waiver contained herein and will record the memorandum against the Property with the Dakota County Recorder and Registrar of Titles.

The City agrees that the Property will be assessed and BFIWSNA will be treated by the City substantially in the same manner with respect to assessment methodology as other similarly situated lands and landowners located along and/or benefited by the above described portion of 117th Street. The BFIWSNA waivers contained in this Section 17, including those in paragraphs 2 and 3 above, are expressly conditioned upon the City's compliance with its obligations under the immediately preceding sentence and nothing herein shall be deemed to prohibit or restrict

BFIWSNA's right to assert non-compliance with such obligations.

SECTION 18. BUSINESS FACILITY IN GENERAL LOCATION OF CONCORD BOULEVARD AND 66TH STREET.

BFIWSNA operates a business facility in the general location of Concord Boulevard and 66th Street. The land on which the facility exists is owned by BFIWSNA. This facility stores empty roll-off boxes and empty transfer boxes. The City seeks to discuss with BFIWSNA whether the facility could be relocated. From time to time at the request of the City, BFIWSNA shall in good faith discuss and negotiate with the City the terms and conditions by which the City and BFIWSNA could mutually agree that the facility could be relocated.

By June 1, 2010, at the business facility, BFIWSNA, at its own expense and in cooperation with Dakota County, will install the landscape improvements as shown on the Mississippi Regional Trail Landscape Plan to the extent Dakota County and BFIWSNA have mutually agreed on such improvements.

The City seeks a right of first refusal to purchase the land on which the facility exists. At the same time this Agreement is executed, BFIWSNA shall grant the City a recordable right of first refusal substantially in the form attached hereto as **Exhibit D**.

IT IS SO AGREED:

City of Inver Grove Heights

By: _____
George Tourville, Mayor

Attest:

By: _____
Michelle Tesser, City Clerk

BFI Waste Systems of North America, LLC

By: _____
Its: _____

Browning-Ferris Industries, LLC

By: _____
Its: _____

GUARANTY

For good and valuable consideration, the undersigned, Allied Waste Industries, LLC, a Delaware limited liability company, hereby irrevocably and unconditionally guarantees the obligations, duties, responsibilities and liabilities of BFI Waste Systems of North America, LLC and Browning-Ferris Industries, LLC, under the foregoing Third (3rd) Restated and Amended Host Community Agreement.

Dated: _____, 2018

Allied Waste Industries, LLC

By: _____

Its: _____

EXHIBIT A

HOST COMMUNITY FEE PURSUANT TO SECTION 8.06

With respect to the years 2008 through and including 2017, for Waste disposed in the Landfill, the per ton fee for volumes per calendar year shall be the rate set forth in the following chart.

Beginning in calendar year 2018, for Waste disposed in the Landfill, the per ton fee for volumes per calendar year from (a) 0 tons up to and including 260,000 tons, and (b) 400,001 tons and above, shall be the rate set forth in the following chart.

Year	Section 8.06 Fee Amount		Year	Section 8.06 Fee Amount
2008 Oct.-Dec.	\$4.65 per ton		2020	7.20 per ton
2009	\$5.20 per ton		2021	\$7.41 per ton
2010	\$5.36 per ton		2022	\$7.64 per ton
2011	\$5.52 per ton		2023	\$7.87 per ton
2012	\$5.68 per ton		2024	\$8.10 per ton
2013	\$5.85 per ton		2025	\$8.34 per ton
2014	\$6.03 per ton		2026	\$8.59 per ton*
2015	\$6.21 per ton		2027	\$8.85 per ton*
2016	\$6.40 per ton		2028	\$9.12 per ton*
2017	\$6.59 per ton		2029	\$9.39 per ton*
2018	\$6.78 per ton		2030	\$9.67 per ton*
2019	\$6.99 per ton			

Notwithstanding the forgoing to the contrary, beginning in calendar year 2018, for Waste disposed in the Landfill, the per ton fee for volumes per calendar year from 260,001 tons up to and including 400,000 tons shall be at the rate of \$1.00 per ton.

***NOTE: From and after January 1, 2026, the per ton fee shall be the fee set forth above (either the rate set forth in the chart or \$1/ton, as applicable), plus the Inducement Amount required under Section 8.07.**

EXHIBIT B

RETURNS, FEE PAYMENT EXTENSIONS AND REPORTING REQUIREMENTS

A. FILING OF RETURNS AND PAYMENT OF FEES. BFIWSNA shall file a monthly fee return on a form prescribed by the City. The return must be signed by BFIWSNA or by a Person authorized by BFIWSNA to do so. The return shall be filed with the City on or before the 15th day of the month immediately following the month in which the Waste was received at the facility, and must be accompanied by payment of the fees described in Section 8.

B. EXTENSIONS. The City may extend for reasonable cause the time for filing returns and remittance of fees for not more than sixty (60) days. The City may require the filing of an estimated return at the time fixed for filing the regularly required return and may require the payment of the estimated fees on the basis of such estimated return.

C. CALCULATION OF FEE. Although all Waste must be weighed, the fee shall be calculated based on measurements made at the scale located at the Landfill as follows:

1. Waste shall be measured in pounds or tons.
2. The measurement of Waste in pounds or tons shall be based on the difference between the tare weight of the vehicle and/or conveyance and the scale weight of the loaded vehicle and/or conveyance.

D. MONTHLY RETURN. The fee monthly return shall include:

1. The amount of all Waste accepted and disposed at the Landfill;
2. The fee due, computed by multiplying the total tons times the per ton fee as set by Section 8; and
3. Such other information as may be required by the City in order to administer Section 8.

E. FAILURE TO FILE RETURN. If BFIWSNA is required to file any return and shall fail to do so within the time prescribed or shall make, willfully or otherwise, an incorrect, false or fraudulent return, BFIWSNA, upon written notice and demand, shall immediately file such return or corrected return and at the time pay any fees due on the basis thereof. If BFIWSNA shall fail to file such return or corrected return, the City may make for BFIWSNA a return, or corrected return, from its knowledge and from such information as the City can obtain through testimony or otherwise and assess a fee on the basis thereof, which fee (less any partial payments for the fee covered by such return) shall be immediately paid upon written notice and

demand. Any such return or assessment made by the City shall be prima facie correct and valid and BFIWSNA shall have the burden of establishing its incorrectness or invalidity in any action or proceeding in respect thereto. Nothing in this paragraph shall preclude the City from enforcing Section 8 by pursuing any other remedy authorized by law or ordinance.

F. RECORDS.

1. BFIWSNA shall keep adequate and complete records showing:
 - a. The total weight of Waste accepted and disposed based solely on the difference between the tare weight of the vehicle and/or conveyance and the gross weight of the vehicle and/or conveyance by measurements made by the scale located at the Landfill.
 - b. General type or types of Waste accepted and disposed;
 - c. Origin(s) of Waste accepted and disposed;
 - d. The dates and times of deliveries; and
 - e. The Hauler(s) that delivered Waste accepted and disposed at the Landfill.
2. Daily records shall be kept in the form prescribed by the Minnesota Commissioner of Revenue under rule promulgated pursuant to the Metropolitan Landfill Abatement Act (Minn. Stat. §§ 473.842 – 473.847) and the County of Dakota.

G. EXAMINATION OF RECORDS. The City or its designated agent shall have the right to examine and/or copy records required by Section 8 or by Exhibit B.

EXHIBIT C

PAYMENT FORMULAS PURSUANT TO SECTION 8.11.4

<u>TYPE OF EQUIPMENT</u>	<u>CHARGE PER HOUR</u>
1.) Rescue – Ambulance	\$310.60 *
2.) Grass Fire Truck	\$219.56*
3.) Pumper	\$369.51 *
4.) Tanker	\$289.18 *
5.) Aerial	\$744.38 *
6.) All other	\$192.79 *

*** Note:** The hourly equipment charges set forth above shall be annually adjusted beginning April 1, 2009, to reflect the amount of the change in the Consumer Price Index. The “Consumer Price Index” is hereby defined to be the Consumer Price Index For All Items For All Urban Consumers for Minneapolis-St. Paul, Minnesota, with the standard base period of 1982-84 equals 100. If such index shall be discontinued, then any successor consumer price index of the United States Bureau of Labor Statistics or successor agency thereto, for Minneapolis shall be used, with such reconciliation of the different indices as may be required for accurate comparison.

Such adjustment shall be accomplished by multiplying the per hour charges set forth above by a fraction, the numerator of which shall be the average annual Consumer Price Index for the most recently ended year prior to the date of such adjustment and the denominator of which shall be the average annual Consumer Price Index for the year 2007.

In no event shall the adjustment reduce the hourly charges below the amounts set forth above.

FIRE FIGHTER PAYMENT:

The hourly payment for firefighters shall be at the highest hourly rate for a firefighter on the St. Paul Fire Department as calculated by the City of St. Paul. The hourly rate shall not include any fringe benefits that the St. Paul firefighters may have or may show as part of their hourly rate; the rate shall be strictly for the firefighter salary.

Hours shall be computed to the nearest quarter of an hour.

EXHIBIT D
RIGHT OF FIRST REFUSAL

RIGHT OF FIRST REFUSAL AGREEMENT
BETWEEN
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC
AND
CITY OF INVER GROVE HEIGHTS

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made, entered into and effective this 9th day of April, 2018, by and between BFI Waste Systems of North America, LLC, a Delaware limited liability company (Landowner) and City of Inver Grove Heights, a Minnesota municipal corporation (City). Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by Landowner from City, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
RECITALS

Recital No. 1. BFI Waste Systems of North America, LLC (Landowner) is a Delaware limited liability company. City of Inver Grove Heights (City) is a Minnesota municipal corporation.

Recital No. 2. Action Disposal System, Inc., a Minnesota corporation, is the record fee owner of the property legally described on the attached **Exhibit A** (the Property), which may be commonly referred to as:

Parcel ID	Street Address
20-36500-24-061	6520 Concord Boulevard East, Inver Grove Heights, MN 55076
20-36500-24-081	4325 66 th Street East, Inver Grove Heights, MN 55076
20-36500-33-070	4325 66 th Street East, Inver Grove Heights, MN 55076
20-36500-33-090	4325 66 th Street East, Inver Grove Heights, MN 55076
20-36500-33-080	4325 66 th Street East, Inver Grove Heights, MN 55076

Recital No. 3. Action Disposal System, Inc. merged with and into Browning-Ferris Industries of Minnesota, Inc. on April 8, 1997. Browning-Ferris Industries of Minnesota, Inc. merged with and into BFI Waste Systems of North America, Inc. on September 25, 1997. BFI Waste Systems of North America, Inc. converted and changed its name to BFI Waste Systems of North America, LLC (Landowner) on December 13, 2007. Accordingly, Landowner is the current

fee owner of the Property.

Recital No. 4. City has acquired several parcels of land generally in the vicinity of the Property and is interested in purchasing the Property to combine with the parcels of land the City already owns. For separate and good and valuable consideration, the receipt and sufficiency of which Landowner does hereby acknowledge, the Landowner agrees to grant City a right of first refusal to purchase the Property.

ARTICLE 2 **DEFINITIONS**

2.1 Terms. The following terms, unless elsewhere defined in this Agreement, shall have the following meaning as set forth below:

- a) **“Affiliate”** means a person or entity which shall Control, be under the Control of, or be under common Control with the person or entity in question.
- b) **“City”** means City of Inver Grove Heights, a Minnesota municipal corporation.
- c) **“Control”** means the ownership of 50% or more of the outstanding voting ownership interests of the entity in question or the power to direct the management of the entity in question.
- d) **“Landowner”** means BFI Waste Systems of North America, LLC, a Delaware limited liability company.
- e) **“Notice Property”** has the meaning set forth in Section 3.1.
- f) **“Property”** means the real property in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on the attached Exhibit A.
- g) **“ROFR Notice”** has the meaning set forth in Section 3.1.
- h) **“Transfer”** means the sale, transfer, exchange, donation, or other conveyance of fee title.

ARTICLE 3 **RIGHT OF FIRST REFUSAL**

3.1 Right of First Refusal; Sale. Except as provided in Section 3.2 below, Landowner shall not Transfer, the Property (or any portion thereof) to someone or some entity without first providing City a first right to purchase the Property.

Except as provided in Section 3.2 below, if Landowner desires to Transfer the Property (or portion thereof) to someone or some entity, then Landowner shall provide City with a written offer

(a “ROFR Notice”) that comprises the following:

- a) written notice to City of intent to sell;
- b) a legal description of the Property to be sold (the “Notice Property”);
- c) an outline of all the terms and conditions of the proposed sale;
- d) the total proposed price for the sale.

City shall have thirty (30) days from receipt of the ROFR Notice to elect in writing to purchase the Notice Property for the price and in the manner described in the ROFR Notice. If City within the thirty (30) day period elects to purchase, then City shall provide written notice to Landowner and City and Landowner shall enter into a definitive purchase agreement setting forth all of the terms and conditions of the sale.

If as a result of the process set forth above, City has not elected to purchase, then Landowner shall have the right to sell the Notice Property to another party provided, however, the sale price to the other party must be equal to or greater than an amount that is no more than four percent (4%) lower than that offered to City and the other terms and conditions of sale must not be materially more favorable than those offered to City and the sale to the other party must occur within twelve (12) months after City has rejected the offer.

If the sale to the third party is proposed to occur more than twelve (12) months after City’s rejection or if the proposed sale to the third party is at a price more than fourpercent (4%) lower than that offered to City or on terms materially more favorable than those offered to City, then the Landowner must again follow the provisions of this Section 3.1 and give City the right of first refusal to purchase the Notice Property.

3.2 Affiliate and Change in Control Transfers. The restrictions on Landowner’s ability to Transfer the Property (or portion thereof), and Landowner’s obligation to provide City a first right to purchase the Property (or any portion thereof), a ROFR Notice, or any notice in connection with a Transfer of the Property (or portion thereof) shall not apply to any Transfer or proposed Transfer of the Property (or portion there) to: (a) an Affiliate of Landowner; or (b) a person or entity that acquires all or substantially all of the business or assets of Landowner or any of Landowner’s corporate parents, whether by merger, reorganization, acquisition, sale, or otherwise.

ARTICLE 4 **TERMINATION**

4.1 Termination Upon Sale. Landowner’s obligations hereunder and City’s right of first refusal shall terminate with regard to the Notice Property if City fails to exercise its right of first refusal to purchase the Notice Property and if the Notice Property is then Transferred to a person or entity; but, in such event, City shall continue to have a right of first refusal on any portion

of the Property not Transferred. Under the preceding sentence, if the Notice Property constitutes all portions of the Property, then this Agreement and all rights and obligations of the parties hereunder shall terminate entirely.

Notwithstanding the forgoing, this Agreement and the parties rights and obligations shall terminate entirely if City exercises its right of first refusal with regard to any Notice Property and thereafter fails to close on the purchase of such Notice Property for any reason other than the nonsatisfaction by Landowner of an express contingency contained in the definitive purchase agreement or Landowner's material breach of the definitive purchase agreement.

4.2 Post-Termination Obligations. If this Agreement or City's right of first refusal on any portion of the Property is terminated, then City, upon the request and at the election of the Landowner, will convey the Property (or applicable portion thereof) by Quit Claim Deed to the Landowner in order to extinguish of record City's right of first refusal and/or execute a recordable termination of this Agreement, and otherwise cooperate as may be reasonably requested by Landowner to effect a recorded termination of this Agreement or City's rights hereunder. The provisions of this Section 4.2 shall survive termination of this Agreement.

ARTICLE 5

MISCELLANEOUS

5.1 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

5.2 Modifications. All modification to this Agreement must be in writing and signed by the parties hereto.

5.3 Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

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

5.5 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

5.6 Binding Upon Property. This Agreement runs with the Property and shall be binding upon the Property. This Agreement shall also run with and be binding upon any after-acquired rights, title and interest of Landowner in the Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

5.7 Binding Upon Parties and Assigns. This Agreement may not be assigned by City without the prior written consent of Landowner. This Agreement shall be binding upon the parties hereto and their successors and assigns.

5.8 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.

5.9 Recording. Landowner shall record this Agreement with the Dakota County Recorder within ten (10) days after execution of this Agreement. Landowner, at its own expense, shall take all necessary action and record all appropriate documents to place title to the Property in the name of Landowner so that this Agreement may be recorded.

ARTICLE 6 **NOTICE TO PUBLIC**

6.1 Notice to Public. Upon recording, this Agreement shall serve as notice to the public of City's right of first refusal to purchase the Property.

ARTICLE 7 **NOTICES**

7.1 Notices. Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it (a) in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (b) with a nationally recognized overnight courier service, in either case, addressed as follows:

If to City:

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55075

If to Landowner:

BFI Waste Systems of North America, LLC
18500 North Allied Way
Phoenix, AZ 85054

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 an officer of the party to whom notice is to be given, or on the day of 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.

Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon the party, and the notice or paper is served upon the party by mail, three (3) days shall be added to the prescribed period.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of April, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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 Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed 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

LANDOWNER:
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

By: _____

Its _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

On this _____ day of April, 2018, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and that the foregoing instrument was executed on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING PLEASE RETURN TO:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A TO RIGHT OF FIRST REFUSAL
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

PARCEL 1:

All that part of the land described as:

Blocks B and C, that part of Lots 5, 6, 7 and 8, Block 24, that part of Lots 6 and 7, Block 33, that part of vacated unnamed alley or street in Block 24, that part of vacated Concord Street, and that part of vacated Pullman Street, all in "Inver Grove Factory Addition, Dakota County, Minnesota" described as follows:

Beginning at a point on the Easterly right-of-way of the Chicago and North Western Railway where the South line of 65th Street East (formerly Bushnell Street) Intersects said right-of-way line, said point being marked by a Judicial Landmark; thence East along the South line of 65th Street East 219.31 feet more or less to a point 50.00 feet Westerly of (as measured perpendicular to) the centerline of the Chicago, Rock Island and Pacific Railroad Company's main tract as now located, and said point being marked by a Judicial Landmark; thence Southeasterly parallel with 50.00 feet Westerly of the centerline of said main track 603.64 feet more or less, to a point on the North line of 66th Street East (formerly Gladstone Street), said point being marked by a Judicial Landmark; thence West along the North line of 66th Street East 47.17 feet more or less to the centerline of vacated Pullman Street, said point being marked by a Judicial Landmark; thence North along said centerline 219.27 feet more or less to a point on the former Westerly right-of-way line of the Chicago, Rock Island and Pacific Railroad Company, said point being marked by a Judicial Landmark; thence Northwesterly along said former Westerly right-of-way line 157.41 feet more or less to the South line of Lot 4, Block 24, said point being marked by a Judicial Landmark; thence West 157.69 feet more or less to the centerline of vacated Concord Street, said point being marked by a Judicial Landmark; thence Southeasterly along said Centerline 369.63 feet more or less to the North line of 66th Street East, said point being marked by a Judicial Landmark; thence West along said North line 69.57 feet more or less to the Easterly right-of-way of the Chicago and North Western Railway, said point being marked by a Judicial Landmark; thence Northwesterly 599.23 feet more or less to the point of beginning. Said Judicial Landmarks are set pursuant to Torrens Case No. 77717, which lies South of a line which is parallel with and 110.7 feet South of the South line of said Lot 4, Block 24, extended Easterly and Westerly across said land, the South line of said Lot 4 being marked by Judicial Landmarks in place.

Torrens Property

Being registered as is evidenced by Certificate of Title No. 83957.

PARCEL 2:

That part of Lots 1, 2, 3, 4, 5, and 6, Block 24, that part of unnamed alley or street in Block

24, that part of vacated Concord Street, and that part of vacated Pullman Street, all in “Inver Grove Factory Addition, Dakota County, Minnesota” described as follows:

Beginning at a point on the Easterly right-of-way of the Chicago and North Western Railway where the South line of 65th Street East (formerly Bushnell Street) intersects said right-of-way line, said point being marked by a Judicial Landmark; thence East along the South line of 65th Street East 219.31 feet more or less to a point 50.00 feet Westerly of (as measured perpendicular to) the centerline of The Chicago Rock Island and Pacific Railroad Company’s main tract as now located, said point being marked by a Judicial Landmark; thence Southeasterly parallel with and 50.00 feet Westerly of the centerline of said main tract 603.64 feet more or less, to a point on the North line of 66th Street East (formerly Gladstone Street), said point being marked by a Judicial Landmark; thence West along the North line of 66th Street East 47.17 feet more or less to the centerline of vacated Pullman Street, said point being marked by a Judicial Landmark; thence North along said centerline 219.27 feet more or less to a point on the former Westerly right-of-way line of the Chicago, Rock Island and Pacific Railroad Company, said point being marked by a Judicial Landmark; thence Northwesterly along said former Westerly right-of-way line 157.41 feet more or less to the South line of Lot 4, Block 24, said point being marked by a Judicial Landmark; thence West 157.69 feet more or less to the centerline of vacated Concord Street, said point being marked by a Judicial Landmark; thence Southeasterly along said centerline 369.63 feet more or less to the North line of 66th Street East said point being marked by a Judicial Landmark; thence West along said North line 69.57 feet more or less to the Easterly right-of-way of the Chicago and North Western Railway, said point being marked by a Judicial Landmark; thence Northwesterly 599.23 feet more or less to the point of beginning. Said Judicial Landmarks are set pursuant to Torrens Case No. 77717, which lies North of a line which is parallel with and 110.7 feet South of the South line of said Lot 4, Block 24, extended Easterly and Westerly across said land, the south line of said Lot 4 being marked by Judicial Landmarks in place.

Torrens Property

Being registered as is evidenced by Certificate of Title No. 54400.

PARCEL 3:

That part of Lots 5, 6 and 7, Block 24, that part of the vacated unnamed alley or street in Block 24, that part of vacated Concord Street, and that part of vacated Pullman Street, all in “Inver Grove Factory Addition, Dakota County, Minnesota” described as follows:

Commencing at the intersection of the centerline of vacated Pullman Street, and the North line of 66th Street East extended across said street, said point being marked by a Judicial Landmark; thence North along said centerline 219.27 feet more or less to a point on the former Westerly right-of-way line of the Chicago, Rock Island and Pacific Railroad company, said point being marked by a Judicial Landmark; thence Northwesterly along said former Westerly right-of-way line to a line which is parallel with and 110.7 feet South of the South line of said Lot 4, Block 24, said South line being marked by Judicial Landmarks said point being the actual point of beginning of the land to be described; thence continue Northwesterly along said former Westerly right-of-way line to the South line of Lot 4, Block 24, said point being marked by a Judicial Landmark; thence West 157.69 feet more or less to the centerline of vacated Concord Street, said

point being marked by a Judicial Landmark; thence Southeasterly along said centerline to a line which is parallel with and 110.7 feet South of the South line of said Lot 4, Block 24; thence Easterly to the actual point of beginning.

Abstract property

PARCEL 4:

All of Lots 5, 6, 7 and 8, Block 24, Inver Grove Factory Addition, except that portion thereof described in Dakota County Recorder Document No. 550339 as follows:

That part of Lots 5, 6, and 7, Block 24, that part of the vacated unnamed alley or street in Block 24, that part of vacated Concord Street, and that part of Vacated Pullman Street, all in “Inver Grove Factory Addition, Dakota County, Minnesota” described as follows:

Commencing at the intersection of the centerline of vacated Pullman Street, and the North line of 66th Street East extended across said street, said point being marked by a Judicial Landmark; thence North along said centerline 219.27 feet more or less to a point on the former Westerly right-of-way line of the Chicago, Rock Island and Pacific Railroad Company, said point being marked by a Judicial Landmark; thence Northwesterly along said former Westerly right-of-way line to a line which is parallel with and 110.7 feet South of the South line of said Lot 4, Block 24, said South line being marked by Judicial Landmarks said point being the actual point of beginning of the land to be described; thence continue Northwesterly along said former Westerly right-of-way line to the South line of Lot 4, Block 24, said point being marked by a Judicial Landmark; thence West 157.69 feet more or less to the centerline of vacated Concord Street, said point being marked by a Judicial Landmark; thence Southeasterly along said centerline to a line which is parallel with and 110.7 feet South of the South line of said Lot 4, Block 24; thence Easterly to the actual point of beginning.

Abstract property

PARCEL 5:

That part of Government Lot 6, Section 2, Township 27, Range 22, formerly known and platted as Lots 2, 3, 4, 5, 8 and 9, Block 33, Inver Grove Factory Addition, Dakota County, Minnesota and Lots 1, 6 and 7, Block 33, Inver Grove Factory Addition; that part of the alley in Block 33 adjacent to Lots 6 through 9 of said Block 33; all of the highway between the alley in Block 33 and Pullman Avenue bounded on the north or east by the East line of Lot 3 Block 33 produced; all of vacated Pullman Street lying southerly of Bushnell Street and northerly of Gladstone Street; and all of Lots 1 through 4 of Block 24 of said plat.

Except that part of Blocks B and C, that part of Lots 1 through 9, inclusive, Block 24, that part of Lots 6 and 7, Block 33, that part of the vacated unnamed alley or street in Block 24 and between said Blocks B and C, that part of vacated Concord Street, and that part of vacated Pullman Street, all in “Inver Grove Factory Addition, Dakota County, Minnesota” described as follows:

Beginning at a point on the Easterly right-of-way of the Chicago and North Western Railway where the South line of 65th Street East (formerly Bushnell Street) intersects said right-of-way line, said point being marked by a Judicial landmark; thence East along the South Line of 65th Street east 219.31 feet, more or less, to a point 50.00 feet Westerly of (as measured perpendicular to) the centerline of the Chicago, Rock Island and Pacific Railroad Company's main tract as now located, said point being marked by a judicial landmark; thence Southeasterly parallel with and 50.00 feet westerly of the centerline of said main track 603.61 feet, more or less, to a point on the North Line of 66th Street East (formerly Gladstone Street), said point being marked by a judicial landmark; thence West along the North line of 66th Street east 249.65 feet, more or less, to the easterly right-of-way of the Chicago North Western Railway, said point being marked by a judicial landmark; thence Northwesterly 599.23 feet, more or less, to the Point of Beginning. (Said judicial landmarks are set pursuant to Torrens Case No. 77717).

Abstract Property

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Republic Services/Pine Bend Landfill - Case No. 17-36NCUC

Meeting Date: April 9, 2018
 Item Type: Regular
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA

17-2

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other (Revenue)

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of:

- 1) The third and final reading of a zoning ordinance to allow a side slope capacity expansion of existing landfills as a conditional use (requires a 4/5th's vote)
- 2) a conditional use permit to allow a side slope capacity expansion at Pine Bend Landfill of 4.1 million cubic yards, including 3.53 million cubic yards of waste (requires a 4/5th's vote)
- 3) a non-conforming use certificate amendment to allow the capacity expansion at Pine Bend Landfill (requires a 4/5th's vote)

60-day deadline: April 13, 2018 (as extended by applicant).

SUMMARY

Pine Bend Landfill is proposing an expansion of 4.14 million cubic yards, including 3.53 million cubic yards of waste and .61 million cubic yards of final cover material. The landfill's current permitted capacity of 29.8 million cubic yards would be increased to 33.94 million cubic yards. The expansion would extend the life of the landfill about eight years, to approximately 2030.

The expansion would be a side slope capacity expansion. The outside slopes of the landfill's north and east sides would be increased from a 5:1 grade to a 3:1 grade. The base, or footprint, of the landfill would not expand and the height of the landfill would not increase. The landfill currently has 3:1 slopes on the south and west sides of the landfill. The expansion would occur over the unlined portions of the landfill. The landfill is also proposing a new liner and leachate collection system beneath the expansion area.

Operational aspects of the landfill would remain the same. Site security, hours of operation, number of employees, number and type of equipment, processing, nuisance control, landscaping, traffic generation and traffic characteristics, and end land use would not change. However, there would be a temporary increase in employees, equipment, and traffic for 3-4 months while the side slope expansion is constructed.

ANALYSIS

The City Council approved the second reading of the ordinance amendment at its March 12 meeting. The City Council did not request any changes. The ordinance amendment has not been changed since the first reading.

As background, the attached staff report provides an analysis of the request. Also attached is a memo from Barr Engineering regarding the Minnesota Pollution Control Agency (MPCA) process in the event a landfill does not take required corrective actions. These MPCA actions could include accessing financial assurance monies. The memo was prepared in response to questions from George Fell, a previous environmental commissioner.

RECOMMENDATION

Planning staff recommends approval of the amendments to the zoning ordinance, conditional use permit, and non-conforming use certificate.

Planning Commission recommends approval of the amendments to the zoning ordinance, conditional use permit, and non-conforming use certificate

Environmental Commission recommends approval of the amendments to the zoning ordinance, conditional use permit, and non-conforming use certificate.

Enc: Staff Report, dated February 15, 2018 without attachments
Ordinance Amendment
Conditional Use Permit Amendment
Non-Conforming Use Certificate Amendment
Barr Memo, dated March 13, 2018 regarding MPCA Process and Financial Assurance

Cc: Jeff Marone, Pine Bend Landfill
Tom Shustarich, Wenck Associates
Jeff Ubl, Barr Engineering

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: February 15, 2018

CASE NO: 17-36NCUC

HEARING DATE: February 20, 2018

APPLICANT: Pine Bend Sanitary Landfill

PROPERTY OWNER: Republic Services

REQUEST: -Zoning Ordinance Amendment
 -Conditional Use Permit Amendment
 -Non-Conforming Use Certificate Amendment

LOCATION: 2495 East 117th Street

COMPREHENSIVE PLAN: GI, General Industrial

ZONING: I-2, General Industrial and, IRM, Integrated Resource Management Overlay Zoning District

REVIEWING DIVISIONS: Planning
 City Attorney
 Public Works/Engineering
 Administration
 Public Safety
 Barr Engineering

PREPARED BY: Thomas J. Link
 Comm. Dev. Dir.

PROPOSAL

The Pine Bend Landfill consists of approximately 323 acres located on the north side of 117th Street, between Highways 52/55 and Rich Valley Boulevard. The Landfill is a sanitary landfill, by ordinance definition, that accepts solid wastes for disposal, including mixed municipal solid waste, non-hazardous industrial solid waste, construction debris and demolition debris, non-infectious waste, and asbestos. The landfill currently has a permitted airspace capacity of 29.8 million cubic yards, including 28.6 million cubic yards of waste and 1.2 million cubic yards of final cover material. As of January 2017, the landfill had a remaining permitted airspace capacity of approximately 1.9 million cubic yards. The landfill accepts an average of approximately 450,000 cubic yards of waste per year. This amount, however, can vary significantly depending on various factors.

The landfill is proposing a side slope capacity expansion of 4.14 million cubic yards, including 3.53 million cubic yards of waste and .61 million yards of final cover material. The expansion would extend the life of the landfill about eight years.

Pine Bend Landfill is proposing a side slope capacity expansion. The outside slopes of the landfill's north and east sides would be increased from a 5:1 grade to a 3:1 grade. The base, or footprint, of the landfill would not be expanded and the height of the landfill would not be increased. The landfill currently has 3:1 slopes on the south and west sides of the landfill. The expansion would occur over the unlined portions of the landfill. The landfill is also proposing to install a new liner and leachate collection system beneath the expansion area.

The side slope capacity expansion is referred to in the exhibits and in technical documents as Phase 6. The existing landfill consists of Phases 1 through 5.

Operational aspects of the landfill would remain the same. Site security, hours of operation, number of employees, number and type of equipment, processing, nuisance control, landscaping, traffic generation and traffic characteristics, and end land use would not change. However, there would be a temporary increase in employees, equipment, and traffic for a few months while the side slope expansion is constructed.

SPECIFIC REQUESTS

The proposal requires the approval of the following:

- A Zoning Ordinance Amendment to allow a side slope capacity expansion of existing sanitary landfills as a conditional use, providing the landfills have a non-conforming use certificate, are in compliance with that certificate, and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, capacity, and acceptable wastes.
- A Conditional Use Permit to allow a side slope capacity expansion of 4.1 million cubic yards, including 3.53 million cubic yards of waste.
- A Non-Conforming Use Certificate Amendment to allow the capacity expansion.

BACKGROUND

The Pine Bend Landfill initially received a conditional use permit for its operation in 1975. The landfill became a legal non-conforming use in 1991 when the City adopted a zoning ordinance amendment. That amendment prohibited sanitary landfills, such as Pine Bend's, created the Integrated Resource Management Overlay Zoning District, and placed that overlay zoning district on the Pine Bend Landfill and other properties in the area. The overlay zoning district prohibits certain waste industries, restricts and regulates other waste industries, and requires waste industries to be concentrated in the southeast industrial area of the City.

Since there were numerous questions regarding how the City zoning ordinance's non-conforming regulations applied to the landfill, the City and the landfill entered into a Non-Conforming Use Certificate (NCUC) in 1995. The NCUC resolved uncertainties for both the City and the landfill. It clarified the zoning status of the landfill, specified rights and responsibilities of the landfill, and provided the City with more specific controls which had not been clearly defined in the previous conditional use permit.

Since the adoption of the NCUC in 1995, the City has approved several additional requests by Pine Bend. Most of these requests were for accessory uses or minor revisions, such as an energy recovery facility for the generation of electricity, open storage of trucks and trailers, a revised landscaping plan, a modified elevation and grading plan, a compost facility, and stockpiling of soils. In 2004 the City approved a capacity expansion of 5.6 million cubic yards. This expansion was primarily a vertical expansion over previously filled areas and a small horizontal expansion where the landfill offices are located.

In August 2015, Pine Bend Landfill made application to the State of Minnesota for the proposed side slope capacity expansion. The Minnesota Pollution Control Agency (MPCA) then prepared an Environmental Assessment Worksheet (EAW) for the expansion. The City reviewed the EAW and submitted comments to the MPCA. The MPCA completed the EAW process by making a finding of a negative declaration, meaning that a more involved Environmental Impact Statement (EIS) was not necessary.

In 2016, the MPCA commenced the review of the Pine Bend Landfill application. City staff and Barr Engineering, the City's environmental engineering consultant, were very involved in the process and review of the MPCA permit. The City had numerous communications with MPCA regarding the permit. Most of these comments were addressed in four lengthy letters to the MPCA from April 2016 through June, 2017. Numerous technical issues were examined, discussed, and resolved.

EVALUATION OF THE REQUEST

ZONING ORDINANCE AMENDMENT

The zoning ordinance prohibits sanitary landfills. The proposed zoning ordinance amendment would continue to prohibit sanitary landfills but would provide an exception by conditional use permit. That exception would only allow a side slope capacity expansion of an existing non-conforming sanitary landfill if the landfill has an NCUC. The existing sanitary landfill would also be required to have a liner and leachate collection system and gas extraction system approved by MPCA, Dakota County, and the City. The size of the side slope capacity expansion would be severely limited. The boundaries of the property on which the landfill would be located could not be expanded, the height of the landfill could not increase, and the types of waste to be accepted for disposal would continue to be restricted. The proposed ordinance would be similar to an ordinance amendment which was approved in 1998 for a vertical expansion of the SKB Rich Valley Demolition Landfill and in 2004 for a vertical expansion of the Pine Bend Landfill.

The proposed ordinance amendment can be evaluated by comparing it to the purpose and intent of the Integrated Resource Management Overlay Zoning District, as attached. The amendment would not deter industrial development in the surrounding area, which is desired for purposes of tax base, employment, and buffering. Since the ordinance would not allow a horizontal expansion, i.e. an extension beyond the boundaries of the existing landfill, it would not consume additional acreage that could otherwise be used for other industries. Furthermore, it would not create disincentives for further industrial development or discourage such development by creating potential incompatible land uses. The ordinance amendment would also continue the integration of other waste industries in the area, including the SKB Demolition Landfill and Transfer Station, the Republic Recylery, and JR Appliance's recycling facility.

The ordinance amendment would not deter the creation of a buffer of compatible industrial development around an existing landfill since it would not be a horizontal expansion. The amendment would continue to provide for the concentration of waste industries in this specific, delineated area of the City. Though the State, County, and City continue to encourage reduction, re-use, recycling, and composting, there continues to be a need for sanitary landfills. Furthermore, landfills typically recycle materials including appliances, household hazardous waste, electronics, and tires. Though the ordinance amendment may not have a significant impact on the development of the City tax base, it generates City revenue through the Host Community Fee. Landfills also provide a moderate amount of employment.

The proposed ordinance could have minimal impacts on the environment, depending on the specific proposal. Furthermore, a side slope capacity expansion could offer some public environmental benefits, as discussed later in this report.

In summary, the proposed amendment appears to be consistent with the purpose and intent of the Integrated Resource Management Overlay Zoning District.

The proposed zoning ordinance amendment, as attached, is identical to the ordinance amendment that the City Council adopted for the previous landfill expansion in 2004, except for the two following changes:

- The capacity of the landfill would be changed to reflect the proposed expansion. The ordinance limits the size of the landfill to a 40% increase in capacity beyond the original 1995 NCUC. This increase includes the 2004 expansion and the current proposal (Paragraph H).
- The surface square footage of the landfill would be changed to reflect the proposed expansion. The ordinance limits the surface square footage size of the landfill to 8.5 acres beyond the original 1995 NCUC. The increase includes the 2004 expansion and the current proposed expansion (Paragraph J).

CONDITIONAL USE PERMIT AMENDMENT

Whereas the above analysis of the ordinance amendment addresses the general appropriateness of a side slope capacity expansion of an existing sanitary landfill in the I-2 zoning district, the conditional use permit analysis addresses the appropriateness of the use specifically at Pine Bend Landfill. The zoning ordinance outlines general review standards to be used in the consideration of conditional use permit requests. These standards measure consistency with the Comprehensive Plan, consistency with the City Zoning Ordinance, compatibility with existing and proposed development in the area, adequacy of existing and proposed public facilities, suitability of the property for the proposed use, and impacts on the environment.

Consistency with the Comprehensive Plan and Zoning

Adjacent properties have the following Comprehensive Plan land use designations and zoning districts:

North	-General Industrial (GI) and Rural Residential (RR) comprehensive plan land use designation
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	-General Industrial (I-2), Residential Estate (E-1), and Integrated Resource Management (IRM) zoning districts
West	-Light Industrial (LI) comprehensive plan land use designation -Limited Industrial (I-1), Integrated Resource Management (IRM) and Agricultural (A) zoning districts.
South	-General Industrial (GI) comprehensive plan land use designations -General Industrial (I-2) and Integrated Resource Management (IRM) zoning Districts
East	-General Industrial (GI) comprehensive plan land use designation -General Industrial (I-2), Integrated Resource Management (IRM) and Sand and Gravel (S & G) zoning districts

As the comprehensive plan states, "the general industrial category includes lots or parcels containing manufacturing, processing and disposal facilities. General industrial parcels exist in only one area, southern Inver Grove Heights lying west of Highways 52/55. The land designated as general industrial on the future land use plan includes the Pine Bend Landfill.

Light industrial and general industrial are similar uses with the predominate differences being in the intensity of the types of uses and the nature of the uses themselves. General industrial is analogous to "heavy" industrial users such as the landfill operation. In southern Inver Grove Heights, areas containing both of these uses are intended to be improved and upgraded over time. Industrial development in the southern part of the City has been occurring for the past 40 years. Public improvements and comprehensive plan amendments have enabled the extension of public infrastructure to serve much of this area. In the future, if it becomes feasible to extend infrastructure to more of this area, the City anticipates potential redevelopment."

The purpose of the I-2 General Industry Zoning District is "to provide for areas which, because of the availability to thoroughfares and railroads, suitable topography, and isolation from residential areas, are appropriate for industrial uses which are of a more intense nature. The I-2 zoning district also allows certain business uses necessary to compliment general industrial uses."

The purpose of the Integrated Resource Management Overlay Zoning District is to:

- A. Prevent the expansion of mixed municipal solid waste landfills by encouraging industrial development on adjacent properties.
- B. Encourage solid waste processing facilities, which can integrate their operations with mixed municipal solid waste landfills, to locate in proximity to such landfills.
- C. Promote orderly development of other properties in the community by creating a buffer of compatible industrial development around mixed municipal solid waste landfills.
- D. Reduce the areas of the City subject to the potential adverse environmental impacts of solid waste processing facilities by encouraging them to locate in close proximity to mixed municipal solid waste landfills and each other.

- E. Delineate an area for select solid waste uses that exhibit minimal environmental impacts and are generally environmentally friendly.
- F. Provide an opportunity for solid waste uses that are consistent with the state's waste management hierarchy of encouraging reduction, reuse, recycling, composting and discouraging incineration and landfilling.
- G. Enhance regulation and inspection of solid waste processing facilities by encouraging them to locate in proximity to one another.
- H. Enhance the tax base by encouraging development around mixed municipal solid waste landfills consistent with sound principles of municipal planning.
- I. Provide additional employment opportunities for city residents by encouraging industrial development.
- J. Establish standards and restrictions for solid waste uses to protect the environment and to promote sound land use planning

The proposal would maintain the same G-I comprehensive plan designation and the same I-2 and IRM zoning districts, as currently exist on the property. The Integrated Resource Management (IRM) overlay zoning district was created specifically to allow and regulate certain waste industries in this part of the city. Since the proposal does not expand the base of the existing landfill, it does not consume acreage that could be used for other industrial development. Though there is Estate Residential land use designations and zoning to the north, there is an intervening property and considerable distance between the landfill and those residential uses. Moreover, the proposed side slope capacity expansion would be no different than the existing landfill operation and would not expand the landfill's base any closer to the residences. The land use designations and zoning to the west, south, and east are identical to or similar to that of the Pine Bend Landfill property. Furthermore, those designations and zoning specifically allow certain waste industries. As stated above, the proposal provides revenue in addition to existing taxes, and some employment. Therefore, the proposal appears to be consistent with the comprehensive plan and the zoning ordinance.

Compatibility with Existing and Future Land Uses

Adjacent land uses include the following:

North	-Closed CAP/Amdura Landfill and Estate Residential
West	-Electrical Generation Facility and Vacant
South	-Mini-Storage, SKB Rich Valley Demolition Landfill, and Thermo Gas Company
East	-BFI Recycling, North American Trailer Repair, and Steenberg Watrud Construction

There are other industrial uses in the surrounding area, such as Bituminous Roadways Sand and Gravel, Flint Hills Refinery, Kane Transport, Enterprise LP Gas, Steininger Sand and Gravel, Cut Fruit Express, Praxair Industrial Gas and Excel Energy's storage tanks and peaking plant. The nature of these uses is very compatible with the landfill.

The nearest single-family residence, excepting a residence owned by Pine Bend Landfill, is approximately 1,000 feet from the northwest corner of the BFI property. There are four residences within a ¼ mile radius of the landfill boundary. The impacts to these residences would be identical to the existing operation and would continue to be mitigated by a considerable separation distance. The only change to the existing situation would be the continued landfill operation and the construction of the expansion area. This construction activity would be temporary and would be similar to past construction activities and the current landfill operation in terms of its scale of activity, type of equipment, hours of operation, noise, and dust.

A sanitary landfill has the possibility of nuisances, such as litter, dust, and odor, and noise. The NCUC addressed nuisances by restricting hours of operation and requiring control programs. The NCUC would continue to regulate nuisances if the side slope capacity expansion is approved. The proposed expansion would not create any more nuisances than the existing landfill. The City has received four complaints regarding nuisances over the last several years. The complaints pertain to litter, noise and odor. The impact of the nuisances is mitigated by the surrounding industrial land uses, the very low density residential development, and the residences' distances from the landfill. Because of the combination of other heavy industrial uses and their long-established presence, a certain amount of nuisances must be reasonably expected. However, the Pine Bend Landfill has taken appropriate action to mitigate nuisances and would be required to continue such performance, if the proposal would be approved. In addition, Dakota County Environmental Resources inspects the landfill ten times a year and requires the landfill to correct nuisance violations. Therefore, the proposed use, which is identical to the existing use, would be compatible with and, in most cases, similar to nuisances of the surrounding industrial uses.

The side slope capacity expansion would not generate any more noise than existing landfill operations. In 2004 Pine Bend Landfill completed an analysis of noise generated by landfill equipment and its impact on the nearest residences. The report found that landfill equipment would comply with State noise standards, except in the early morning, between 5:30 AM and 7:00 AM. At that time, two pieces of equipment, compactors and trucks, would slightly exceed the State noise standards. Pine Bend Landfill subsequently stated that they would not use compactors in the early morning hours. Moreover, truck traffic is a constant activity on 117th Street and Rich Valley Boulevard, regardless of the landfill, because of the heavy industrial activities in this part of Inver Grove Heights and Rosemount.

Adequacy of City Facilities and Services

State Highways 52/55 is sufficient to handle the traffic generated by the landfill. Major improvements were made to the highway about ten years ago, including an interchange, frontage roads, and traffic signals. Dakota County and the City recognize the need to improve 117th Street to carry increased volumes of traffic, especially the large number of trucks generated by industries in the area. It is anticipated that the road will be expanded to a four-lane, limited access highway though there is no definite timeframe yet established for these improvements. Jurisdictional responsibility of the road needs to be determined, following construction of the improvements.

The proposal would not generate additional truck traffic beyond that which currently exists with the landfill operation. Though traffic generation related to the operation of the landfill would not change, there would be a temporary increase in traffic while the side slope capacity expansion is constructed. This would be similar to the construction of previous phases of the landfill. These previous construction activities did not cause any difficulties, except when semi-trucks waiting to enter the landfill backed up onto 117th Street. The 2004 conditional use permit subsequently prohibited such stacking, or queuing, on 117th Street.

Municipal water has been extended to the area and is adequate to serve the expansion. If the Metropolitan Council, or the City, were to extend sanitary sewer to this area, it would be designed at a sufficient size to adequately handle Pine Bend Landfill's sanitary sewer needs. A condition of the 2004 CUP requires Pine Bend Landfill to connect to sanitary sewer service, if and when it would become available.

Barr Engineering has reviewed the grading, drainage, and erosion control plans. The engineers paid particular attention to increased stormwater runoff volumes and rates, updated rainfall rates, stormwater calculation methodology, model stormwater events, pond capacity, infiltration volumes, erosion and erosion control details, and pond maintenance. In response to these concerns, Pine Bend Landfill has modified their plans and provided additional information and analysis. With these modifications and additional information, Barr Engineering finds the landfill's stormwater plans to be acceptable.

A major concern is fire service since fires may occur at landfills. These landfill fires can be difficult and costly to put out, especially if they are subterranean fires. The City has addressed fire service in the Host Community Agreement, a document negotiated between the City and Pine Bend Landfill in 1995. In fact, the provision of fire services to landfills was a major topic of considerable research and discussion when the Host Community Agreement and the NCUC were negotiated for the Pine Bend Landfill. That Host Community Agreement requires Pine Bend Landfill to provide adequate fire protection. This fire protection includes constructing and maintaining adequate access roads, providing adequate water supply, construction fire breaks when necessary, providing and maintaining fire protection equipment, placing at the disposal of the City a command post, communications equipment, fuel, and mechanics during the fire, preparing a Contingency Action Plan, and providing information to the City regarding potential fire hazards and other landfill features that might affect firefighting efforts.

The current operation places few demands on the City police services and the proposed expansion would not increase the need for such service. However, Pine Bend Landfill has submitted their current Emergency Response Plan for review by the City police and fire services. The City police recently reviewed the plan and found it acceptable. The Emergency Response Plan is updated annually by Pine Bend Landfill. Copies of any updates or modifications will be provided the City.

Suitability of the Property

Since the proposal does not include a horizontal expansion beyond the boundaries of the existing landfill property or an increase in the landfill's height, the size and shape of the Pine Bend Landfill property would be sufficient for the proposed airspace capacity expansion. The topography of the existing landfill provides for the expansion. As stated above, the property is adequately provided with City facilities and services, including roads and highways, municipal water, police services,

and fire service. Other aspects of the site, such as access, parking, private sewage disposal, and zoning requirements would continue to be adequate for the proposed use. Therefore, the property would be suitable for the proposed use.

Environmental Impacts

The environmental impacts are discussed in a letter report from Jeff Ubl of Barr Engineering, dated February 13, 2018, as attached. As stated previously, Barr Engineering has been very involved in a technical review of the proposed expansion. On the City's behalf, Barr offered numerous comments to the Minnesota Pollution Control Agency (MPCA) regarding the Environmental Assessment Worksheet (EAW). Subsequently, Barr Engineering prepared four lengthy reports to the MPCA regarding Pine Bend's requested modification to their State permit. Pine Bend Landfill has responded to Barr's many comments and made modifications to their proposal.

Barr's review has focused on 12 technical topics: waste acceptance, ground water monitoring system, leachate recirculation, solid waste composting, ground water quality, surface water management, waste capacity, liner and leachate collection system design, gas monitoring and gas extraction/treatment systems, final cover design, closure, post-closure, contingency action, operation and maintenance plans, and final assurance cost estimates. In reviewing the City application, Barr Engineering paid particular attention to waste acceptance, waste capacity, groundwater quality and trends, surface water, and gas migration and trends.

As a result of this review, Barr Engineering has provided recommendations for amendments to the Pine Bend Landfill Non-Conforming Use Certificate (NCUC) and Conditional Use Permit (CUP). These modifications have been incorporated into the documents, as attached. The CUP, in particular, requires Pine Bend Landfill to continue their efforts to address the City's concerns, especially regarding groundwater and gas migration.

Barr has concluded that there are potential environmental benefits to the landfill's proposed expansion, including: 1) a reduction in the amount of leachate migrating into the groundwater, 2) the generation of additional gas to be converted to the electricity, and 3) increased extraction of gas. Finally, Barr concludes that the proposed side slope expansion is "reasonable and appropriate".

The proposed conditional use permit, as attached, is the same as the conditional use permit approved by the City Council in 2004, except for the following modifications:

- The size of the landfill has been increased to 32.13 million cubic yards of waste to reflect the current proposal (Condition No. 1)
- Revised plans are referenced to reflect the current proposed expansion (Condition No. 3)
- The City approval of the 2004 expansion, including the conditions attached to that approval, are referenced (Condition No. 2 and 5g, h, and i)

- Vehicles coming into Pine Bend Landfill, both for construction of the side slope capacity expansion and ongoing operations, are prohibited from queuing onto 117th Street (Condition No. 8)
- The conditions regarding the groundwater monitoring system, the leachate collection system, and the leachate storage and transportation requirements have been simplified and updated (Conditions 11-13)
- Methane gas must achieve compliance with Minnesota Rules by January 1, 2025 or when the landfill's waste capacity reaches 30 million cubic yards, whichever occurs first (Condition No. 14)

NON-CONFORMING USE CERTIFICATE AMENDMENT

The proposed Non-Conforming Use Certificate (NCUC) Amendment, as attached, is the same as that which the City Council approved for the 2004 expansion, except for the following three changes:

- The revised plans reflect the proposed expansion (Exhibit D)
- Language was added to state that, in the case that there was a conflict between the NCUC and the CUP regarding groundwater monitoring requirements, requirements of the CUP shall prevail (A, 5.6.1)
- The requirement for a candle flare was eliminated since it was no longer found to be necessary

ALTERNATIVES

The Planning Commission and Environmental Commission have the following actions available:

- A. Approval. If the Commissions find the application acceptable, the following requests should be approved:
- A Zoning Ordinance Amendment to allow a side slope capacity expansion of the existing sanitary landfills as a conditional use, providing the landfills have a Non-Conforming Use Certificate, are in compliance with that certificate, and meet other conditions regarding final cover, liners, leachate collection, gas extraction, height, property boundaries, airspace capacity, and acceptable waste.
 - A Conditional Use Permit to allow a side slope capacity expansion of 4.1 million cubic yards, including 3.53 million cubic yards of waste
 - A Non-Conforming Use Certificate Amendment to allow the capacity expansion
- B. Denial. If the Commissions do not favor the proposed request, the Commission should recommend denial and provide findings for the basis of denial.

RECOMMENDATION

Staff recommends approval of Pine Bend Landfill's request for a Zoning Ordinance Amendment, Conditional Use Permit Amendment, and Non-Conforming Use Certificate Amendment.

Staff finds that the requests are consistent with the purpose and intent of the Integrated Resource Management Overlay Zoning District, are consistent with the Comprehensive Plan and Zoning Ordinance, are compatible with the surrounding land uses, do not pose an undue burden on City facilities and services, are uses suitable to the property, and have minimal potential for increased environmental impacts. Furthermore, staff believes that the side slope capacity expansion would be adequately controlled by the Integrated Resource Management Overlay Zoning District, the Non-Conforming Use Certificate, and the Conditional Use Permit. Finally, staff believes that the proposed side slope capacity expansion offers some environmental benefits to the City.

Enc: Application
Comprehensive Plan Map
Zoning Map
Aerial Map
Barr Report
Integrated Resource Management Purpose and Intent
Draft Ordinance Amendment
Draft Conditional Use Permit Amendment
Draft Non-Conforming Use Certificate Amendment

Cc: Jeff Marone, Pine Bend Landfill
Tom Shustarich, Wenck Associates
Tim Kuntz, City Attorney
Jeff Ubl, Barr Engineering

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 10-13E-6 RELATING TO EXPANSION OF THE AIR SPACE
OF AN EXISTING SANITARY LANDFILL**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Section 10-13E-6 of the Inver Grove Heights City Code relating to "Expansion of the air space of an existing sanitary landfill" is hereby amended to read as follows:

Expansion of the air space of an existing sanitary landfill, provided all the following conditions are met:

- A. The existing sanitary landfill must have a nonconforming use certificate.
- B. The existing sanitary landfill must be in compliance with and must remain in compliance with the nonconforming use certificate, as amended.
- C. The layer of expanded air space on the existing sanitary landfill where disposal will occur must have a liner, leachate extraction system and landfill gas extraction system. The liner and these extraction systems must be approved by the MPCA, the county and the city before disposal can occur in the expanded air space.
- D. The landfill must also have in place an existing leachate extraction system and a leachate removal and management plan. The leachate removal and management plan must be approved by the MPCA.
- E. The landfill must also have in place an existing landfill gas extraction system and a landfill gas management plan. The landfill gas management plan must be approved by the MPCA.
- F. The final contour height of the sanitary landfill, as expanded (including the final cover system), must not be more than one percent (1%) higher than the final contour (including the final cover system) as previously approved in the nonconforming use certificate, as amended. Measurements shall be taken from mean sea level, national geodetic vertical datum of 1929.
- G. The expanded air space must not increase the parcel boundaries of the existing sanitary landfill as previously approved in the nonconforming use certificate, as amended.

H. The volume of the expanded air space for disposal (not including the final cover system) must not be more than ~~twenty five percent (25%)~~ forty percent (40%) of the cubic yards of air space for disposal (not including the final cover system) that were allowed in the previously approved nonconforming use certificate, as amended.

I. The types of waste to be disposed in the expanded air space may only include the following:

1. Construction debris and demolition debris;
2. Infectious waste which has been processed so as to become noninfectious;
3. Mixed municipal solid waste from whatever source including, but not limited to, mixed municipal solid waste material from composting, energy recovery facilities, and recycling facilities and processes;
4. Nonhazardous industrial solid waste including, but not limited to, industrial incinerator ash, all in accord with the industrial waste management plan; and
5. Solid wastes approved by the MPCA for use as cover material including, but not limited to, foundry sands and certain sludges.

J. The surface square footage of the final cover system for the entire sanitary landfill, as expanded, must not be more than ~~one acre~~ 8.5 acres greater than the surface square footage of the final cover system that would have been placed if the air space of the sanitary landfill had not been expanded.

Section Two. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A SIDE
SLOPE CAPACITY EXPANSION OF PINE BEND LANDFILL**

CASE NO. 07-36NCUC

PROPERTY LOCATED AT 2495 EAST 117TH STREET

WHEREAS, an application for a conditional use permit for a side slope capacity expansion of Pine Bend Landfill has been submitted by BFI Waste Systems of North America, LLC for property located at 2495 East 117th Street and legally described in Exhibit A and depicted in Exhibit B, attached hereto; and

WHEREAS, the side slope capacity expansion of Pine Bend Landfill is a conditional use in the IRM, Integrated Resource Management Overlay Zoning District; and

WHEREAS, the aforescribed property is currently zoned I-2, General Industry and IRM, Integrated Resource Management Overlay Zoning District; and

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, Sub. 3, a public hearing concerning the proposed conditional use permit was held before the Inver Grove Heights Planning Commission on February 20, 2018.

WHEREAS, an application for a conditional use permit for an airspace capacity expansion of Pine Bend Sanitary Landfill was submitted in 2003 by BFI Waste Systems of North America Inc. for the same property and that conditional use permit was approved by the City Council on March 22, 2004, per Resolution No. 04-48.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights, that a conditional use permit for BFI Waste Systems of North America, LLC for the side slope capacity expansion of Pine Bend Landfill is granted for the aforescribed property, subject to the following conditions:

AND BE IT FURTHER RESOLVED, that the conditional use permit for an airspace capacity expansion of Pine Bend Landfill, dated March 22, 2004 is hereby reaffirmed and ratified subject to the following conditions:

1. The side slope capacity expansion of 3.53 million cubic yards, not including the final cover system, when coupled with the airspace capacity limitation of the Non-Conforming Use Certificate of airspace capacity of 23.3 million cubic yards, and the 2004 conditional use permit expansion of 5.30 million cubic yards, not including the final cover system, shall not exceed 32.13 million cubic yards of airspace for disposed waste, not including the final cover system. The City and Pine Bend Landfill agree that prior to the airspace capacity expansion

Res. No. _____

allowed by this conditional use permit the remaining airspace capacity, as of December 2016, was 1.90 million cubic yards. The remaining airspace capacity will be recalculated each year as required by MPCA.

2. The terms and conditions of the conditional use permit for an airspace capacity expansion for Pine Bend Landfill, dated March 22, 2004 shall be the terms and conditions stated in this resolution and the terms and conditions in Resolution 04-48, dated March 22, 2004 are hereby superseded by this resolution.
3. The airspace capacity expansion granted March 22, 2004 and this side slope capacity expansion shall occur and be operated in substantial conformance with the following:
 - a. Narrative and plans of "Application to the City of Inver Grove Heights for the Pine Bend Landfill", dated August 2003
 - b. Twenty-six plan sheets, titled "Permit Application, Pine Bend Landfill-SW 45, prepared for BFI Waste Systems of North America, Inc.", dated February 2002, January 2003, and August 2003
 - c. Response to comments for BFI Pine Bend Landfill, as prepared by Wenck Associates Inc., dated November 11, 2003
 - d. "Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 6 development, MPCA Permit #SW-45," revised February 2018

To the extent that paragraphs 3a, 3b, and 3c conflict with paragraph 3d, paragraph 3d shall prevail.

4. The area of the 2004 capacity expansion shall be limited to the area defined as Phase 5 and the area of the 2018 side slope capacity expansion shall be limited to the area defined as Phase 6 on the approved plans.
5. Pine Bend Landfill shall comply with all terms and conditions found in:
 - a. Resolution No. 6330 Approving a Conditional Use Permit for an Energy Recovery Facility for the Generation of Electricity, dated May 30, 1995
 - b. Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Landfill for a Sanitary Landfill, dated November 27, 1995
 - c. Resolution No. 2001-86 Approving a Conditional Use Permit for Open Storage for Truck and Trailer Storage/Parking, dated July 9, 2001
 - d. Resolution 01-117 Adopting a Revised Landscaping Plan, dated September 10, 2001

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- e. Resolution No. 02-32 Amending the Non-Conforming Use Certificate by Modifying the Phasing Plan, Maximum Elevation, and Final Grading and Storm Water Plans, dated March 11, 2002
 - f. Resolution No. 02-127 Approving a Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 335,100 Cubic Yards, dated August 26, 2002
 - g. Resolution No. 04-48 Approving a Conditional Use Permit to Allow an Airspace Capacity Expansion of Pine Bend Landfill, dated March 22, 2004; as modified by this resolution.
 - h. Resolution No. 04-49 Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Landfill for a Sanitary Landfill, dated March 22, 2004
 - i. Resolution No. 04-51 Declaring Lapse of Nonconforming Use Rights for Pine Bend Sanitary Landfill to Operate a Compost Facility, dated March 22, 2004
 - j. Resolution No. 04-50 Approving A Conditional Use Permit for the Stockpiling of Clean Soil Material as an Accessory Use to an Existing Landfill to a Maximum of 355,100 Cubic Yards, dated March 22, 2004
 - k. Resolution No. 18-____ Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill
6. The Non-Conforming Use Certificate, Section 5 through 10 inclusive, shall also apply to the side slope capacity expansion and the terms and conditions of those sections are made part of this Conditional Use Permit and incorporated by reference.
7. Notwithstanding anything to the contrary contained in Pine Bend Landfill's Solid Waste Management Plan, the types of waste to be disposed in the 2004 airspace capacity expansion and this side slope capacity expansion shall only include the following:
- a. Construction debris and demolition debris
 - b. Infectious waste which has been processed so as to become non-infectious
 - c. Mixed municipal solid waste from whatever source including, but not limited to, mixed municipal solid waste material from composting, energy recovery facilities, and recycling facilities and processes. The term mixed municipal solid waste shall be as defined in Section 1.29 of the "Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Compost Facility and Sanitary Landfill," issued on November 27, 1995.
 - d. Non-hazardous industrial solid waste including, but not limited to, industrial incinerator ash, all in accord with the Industrial Waste Management Plan. The term industrial solid waste shall be as defined in Section 1.24 of the "Non-Conforming Use

Certificate for Pine Bend Sanitary Landfill for a Compost Facility and Sanitary Landfill,” issued on November 27, 1995.

- e. Solid wastes approved by the MPCA for use as cover material including, but not limited to, foundry sands and certain sludges.
8. Vehicles coming into Pine Bend Landfill shall not queue onto 117th Street.
9. If sanitary sewer is extended to Pine Bend Sanitary Landfill, the Landfill shall connect the leachate collection/storage systems to the sanitary sewer, pay its pro rata share of special assessments (in conjunction with other lands served by the sanitary sewer extension) over a term determined by the City Council but not less than five years and not more than ten years, and pay connection and hook up charges, as soon as the sanitary sewer is accepted for use by the City.
10. Hours for the construction of the 2004 airspace capacity expansion and this side slope capacity expansion shall be:
- | | |
|-----------------------|--------------------|
| Monday through Friday | 6:00 AM to 8:00 PM |
| Saturday | 6:00 AM to 4:00 PM |

Upon the request of Pine Bend Sanitary Landfill, temporary extensions of hours or days of construction may be granted by the City Administrator.

11. Pine Bend Landfill shall comply with Minnesota Rules and the MPCA Solid Waste Permit issued July 30, 2015 regarding surface water and groundwater monitoring and groundwater compliance boundary requirements as well as the following special conditions:
- a. As part of its annual report to the MPCA, Pine Bend Landfill may use alternative methods for the groundwater trend analysis, if approved in advance by the City.
 - b. Pine Bend Landfill shall conduct additional investigations, if required by the City Council, when hydrogeologic changes occur or continued release of contaminants to groundwater warrant, as determined by the City Council. Pine Bend Landfill shall start the investigation within 60 days after determined by the City Council, complete the investigation within 360 days including design for additional groundwater remedial measures, and implement remedial measures within 180 days of City Council’s approval of remedial measures design.
 - c. Required water sampling may be waived by the City Administrator in conjunction with either the Community Development Director or Public Works Director, in the case of extenuating circumstances, such as inaccessibility caused by deep snow or wet soils. If such a waiver is granted, the City Council will be notified at its next regular meeting and the waiver shall be discussed at the next quarterly meeting with the City and Pine Bend Landfill and documented in the meeting minutes.

12. Pine Bend Landfill must comply with Minnesota Rules and the MPCA Solid Waste Permit issued July 30, 2015 regarding liner leak detection, and leachate collection, conveyance, storage, and treatment requirements as well as the following special conditions relating to the dual gas/leachate extraction system:

- a. As part of the annual report, due February 1 of each year, Pine Bend Landfill shall describe the system operations and maintenance, including quality and quantity of leachate collected, and provide recommendations for system modifications.
- b. Pine Bend Landfill shall perform the following and discuss efforts as part of the annual report, due February 1 each year, to:
 - i. Operate, maintain, and update the dual gas/leachate extraction system to maximize leachate extraction to the greatest extent practicable
 - ii. Lower pump intakes or provide an explanation of why pumps could not, or should not, be lowered
 - iii. Allow one full year of “dry” operations before removing pumps or provide explanation regarding why the pumps need to be removed and why they cannot be reinstalled
 - iv. Monitor leachate head level in wells after pumps are removed
 - v. Evaluate the market availability of new pumps that could be installed in the dual gas/leachate extraction wells
 - vi. Reinstall pumps in wells currently in the dual gas/leachate extraction system or provide an explanation of why the pumps could not, or should not, be reinstalled
 - vii. Install pumps in existing wells and add them to the dual gas/leachate extraction system or provide an explanation of why the pumps could not, or should not, be installed
- c. Requirements for the dual gas/leachate extraction system may be waived by the City Administrator in conjunction with either the Community Development Director or Public Works Director, in the case of extenuating circumstances, such as inability to reinstall pumps or if it is technically unfeasible to operate or maintain the dual gas/leachate extraction system. If such a waiver is granted, the City Council will be notified at its next regular meeting and the waiver shall be discussed at the next quarterly meeting with the City and Pine Bend Landfill and documented in the meeting minutes.

13. Pine Bend Landfill must comply with Minnesota Rules and the MPCA Solid Waste Permit issued July 30, 2015 regarding the Phase 5 expansion area liner leak detection, and leachate collection, conveyance, storage, and treatment requirements.

Res. No. _____

14. Pine Bend Sanitary Landfill must achieve compliance with Minnesota Rule 7035.2815, Subpart 11 regarding landfill gas management, including future similarly applicable Minnesota Rule revisions, for six consecutive months as certified by a professional engineer prior to the following, whichever occurs first:
 - a. Filling of waste beyond 30.00 million cubic yards (excluding final cover) of the Pine Bend Sanitary Landfill capacity of 32.13 million cubic yards (excluding final cover);
or
 - b. January 1, 2025.

If compliance with this condition is not achieved, Pine Bend Sanitary Landfill and BFI Waste Systems of North America, LLC must temporarily cease accepting waste for disposal at the Pine Bend Sanitary Landfill until this condition is met; when the condition is met, waste may once again be accepted for disposal at the Pine Bend Sanitary Landfill.

Until compliance is achieved for six consecutive months as required above, BFI Waste Systems of North America, LLC must present progress on its efforts to achieve compliance to the City of Inver Grove Heights Environmental Commission in the first quarter of every year and report progress in the annual report to the MPCA.

All ongoing gas migration related work plans and reports must be submitted to the City for review and comment.

The requirement contained above is not an election of remedies by the City and is not a waiver of the City's right and remedies under the conditional use permits or under the non-conforming use certificate or under any host community agreement.

The City specifically reserves the right to take action to enforce Minnesota Rule 7035.2815, Subpart 11 and to exercise its rights and remedies under the conditional use permits and under the non-conforming use certificate or under any host community agreement with respect to any past, existing or future violations of Minnesota Rule 7035.2815, Subpart 11, including future similarly applicable Minnesota Rule revisions.

No remedy conferred upon or reserved to the City in the conditional use permits or in the non-conforming use certificate or in any host community agreement 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 conditional use permits or the non-conforming use certificate or in the host community agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power 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.

The City acknowledges that BFI Waste Systems of North America, LLC reserves the right to request an amendment to the requirement contained herein.

Res. No. _____

Nothing contained herein shall be deemed an acceptance or approval by the City of the requested amendment or any indication that the City will adopt such amendment.

During the time that the Pine Bend Sanitary Landfill must temporarily cease to accept waste for disposal in the event the above condition is not met, Pine Bend Sanitary Landfill and BFI Waste Systems of North America, LLC must nonetheless continue to pay the City the fees and payments stated in Section 8 of the Third Restated and Amended Host Community Agreement dated April 9, 2018, by and among BFI Waste Systems of North America, LLC, Browning-Ferris Industries, Inc. and the City of Inver Grove Heights (as amended from time to time); and Pine Bend Sanitary Landfill and BFI Waste Systems of North America, LLC must meet and comply with the other obligations stated in the Third Restated and Amended Host Community Agreement (as amended from time to time) including, but not limited to, the Host Community Fee, the Minimum Monthly Payment, the Per Ton Payment, the Inducement Amount, the Donation and the Payment for Firefighting Costs and the payments required under Sections 8.12 and 8.13 of the Third Restated and Amended Host Community Agreement.

15. Pine Bend Sanitary Landfill shall maintain a Minnesota Pollution Control Agency air emission permit for a rental enclosed flare to serve as contingency capacity for managing landfill gas.
16. The owner and operator of Pine Bend Sanitary Landfill are both responsible for complying with the obligations and conditions contained in this Conditional Use Permit.
17. Breach of any Host Community Agreement between the City and BFI Waste Systems of North America, Inc. is deemed to be violation of this Conditional Use Permit.
18. This conditional use permit shall become effective only upon the execution of the Third Restated and Amended Host Community Agreement and only upon the Third Restated and Amended Host Community Agreement becoming effective.

Be it further resolved that the City Clerk is hereby authorized and directed to record a certified copy of this resolution at the Dakota County Recorder's Office.

Res. No. _____

Adopted by the City Council of the City of Inver Grove Heights this 9th day of April, 2018.

AYES:

NAYS:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

Attest: _____
Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of April, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser 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 Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed 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

Res. No. _____

ACCEPTANCE

BFI Waste Systems of North America, LLC, hereby accepts and agrees to this conditional use permit and other provisions set forth in the foregoing Resolution.

BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

By: _____
Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

On this _____ day of April, 2018, before me a Notary Public appeared _____, who being by me duly sworn, did say that he is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of said limited liability company by authority of its Board of Governors; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

Res. No. _____

EXHIBIT A

Lot 1, Block 1, Lot 1, Block 2, and Outlot A, Pine Bend Sanitary Landfill, according to the plat thereof on file and of record with the Dakota County Recorder of Titles.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 6465 GRANTING A NON-
CONFORMING USE CERTIFICATE FOR PINE BEND SANITARY LANDFILL
FOR A SANITARY LANDFILL**

The City Council of the City of Inver Grove Heights does hereby resolve:

WHEREAS, on November 27, 1995, the City approved Resolution No. 6445 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill (hereafter referred to as the Non-Conforming Use Certificate).

WHEREAS, on March 11, 2002, by Resolution No. 02-32 the City amended the Non-Conforming Use Certificate to allow the maximum elevation limitation of the landfill to change from 1020 feet above mean sea level to 1010 feet above mean sea level, to allow for steeper landfill side slopes without inadvertently increasing the airspace capacity.

WHEREAS, on March 22, 2004, by Resolution No. 04-49 the City amended the Non-Conforming Use Certificate by amending Section 3.3, Section 3.5 and Exhibit D to the Non-Conforming Use Certificate.

WHEREAS, BFI Waste Systems of North America, LLC (BFI) currently owns and operates Pine Bend Sanitary Landfill.

WHEREAS, BFI in writing has accepted and agreed to the terms of the existing Non-Conforming Use Certificate, as amended.

WHEREAS, the City and BFI desire to again amend the existing Non-Conforming Use Certificate in the manner set forth hereafter.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:

A. Section 5.6.1 of the Non-Conforming Use Certificate is amended to read as follows:

5.6 Groundwater Monitoring.

5.6.1 Any modification of the groundwater monitoring system or program that, in any aquifer monitored by the system, results in a reduction in the number or location of wells affecting more than 10 percent of the wells, a reduction in frequency of testing by more than 25 percent, or a reduction in testing parameters of more than

10 percent shall be subject to prior City Council approval by majority vote of the Council. Determination of modifications shall be based on changes from the system and program described in the permit issued by the MPCA in response to the June 1995 SW-45 Permit Reissuance Application. To the extent any subsequent conditional use permit for the Pine Bend Landfill contains standards or requirements for groundwater monitoring that are inconsistent or different than those stated in this Certificate, the standards and requirements contained in the conditional use permit shall prevail.

B. Section 5.8.3 of the Non-Conforming Use Certificate is amended to read as follows:

~~5.8.3 Flare existing candle flare. Pine Bend Landfill, Inc. shall maintain the existing candle flare in a manner which assures at least 98% by weight nonmethane organic compounds destruction efficiency. Intentional operation of the candle flare below this efficiency level shall be subject to prior City Council approval by majority vote of the Council.~~

C. Exhibit D of the Non-Conforming Use Certificate is amended in its entirety to read as follows:

EXHIBIT D SITE PLAN FOR PINE BEND SANITARY LANDFILL

The Site Plan includes six sheets as found in the Non-Conforming Use Certificate, as approved by the City Council on November 27, 1995, as follows:

Sheet 1 – Monitoring Systems, Gas Extraction System, Leachate Collection System and Lined/Unlined Areas

Sheet 2 – Entrances from 117th Street, Fence (Permanent), Buildings and Landscape Areas

Sheet 3 – Composting Areas, Fire Lanes, Fences (Permanent) and Temporary Open Storage Areas

Sheet 4 – Final Closure Grading and Stormwater Management

Sheet 5 – Landscape Plan

Sheet 6 – Landscape Details

Together with the amendments as shown in the following documents:

a. Landscape plan, dated May 2001

- b. "Proposed Final Grades", "Final Grade Comparison", and "Final Grade Isopach Map", dated April, 2001.
- c. Narrative and Plans of "Application to the City of Inver Grove Heights for the Pine Bend Landfill", dated August 2003.
- d. Twenty-six plan sheets, titled "Permit Application, Pine Bend Landfill – SW 45, prepared for BFI Waste Systems of North America, Inc.", dated February 2002, January 2003, and August 2003.
- e. "Response to comments for BFI Pine Bend Landfill", as prepared by Wenck Associates Inc., dated November 11, 2003.

Together with the amendments as shown in the following additional documents:

The following appendices found in the "Application Submittal to the City of Inver Grove Heights for the Pine Bend Landfill – Phase 6 Development" prepared by WENCK Associates, Inc., dated and revised February 2018 (Revised February 2018 City Application).

Appendix C – Plan Sheets – including 28 permit design plan sheets
Appendix E – Stormwater Management Model and Calibrations

To the extent Appendix C and Appendix E of the Revised February 2018 City Application are inconsistent with the previous documents comprising the Site Plan, Appendix C and Appendix E of the Revised February 2018 City Application shall control and prevail.

D. All other sections, terms and provisions and conditions of Non-Conforming Use Certificate as previously amended shall remain in full force and effect.

E. This Resolution and the following Acceptance shall be recorded with the Dakota County Recorder against the land constituting the Landfill, which land is described on the attached Exhibit A.

Passed by the City Council of Inver Grove Heights on this ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser 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 Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

ACCEPTANCE

BFI Waste Systems of North America, LLC hereby accepts and agrees to the amendments and other provisions set forth in the foregoing Resolution.

Dated: _____, 2018.

BFI Waste Systems of North America, LLC

By: _____

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, the limited liability company named in the foregoing instrument, and that the foregoing instrument was executed on behalf of the limited liability company by authority of the Boards of Governors of said entity and said _____ acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

EXHIBIT A

Lot 1, Block 1, and Lot 1, Block 2, and Outlot A, Pine Bend Sanitary Landfill, Dakota County, Minnesota, according to the recorded plat thereof on file and of record with the Dakota County Recorder.

Memorandum

To: Tom Link
From: Jeff Ubl
Subject: Process if MSW Landfill Permittee Fails to Take Needed Action
Date: March 13, 2018
Project: 23/19-0218
c: Tim Kuntz

This memorandum provides information regarding the process that would be taken (including accessing financial assurance monies) in the event that a Permittee (i.e., owner or operator) of a Municipal Solid Waste (MSW) Landfill, such as Pine Bend Landfill, failed to take needed actions at a site.

Permittee Failure to Take Needed Actions – MPCA Response

The MPCA would respond if an MSW Landfill Permittee failed to take necessary actions at their facility based on whether:

1. The action was needed to protect human health or the environment, or
2. The needed action was less urgent because it did not pose an immediate threat to human health or the environment.

The MPCA has the authority to access a site and take removal or remedial action under Minnesota Statutes 115.04, 115B.17, and 116.091.

A visual representation of the process the MPCA (and Dakota County) would follow is provided on the attached flow chart figure and described below.

Actions Needed to Protect Human Health or the Environment

The Emergency Management Unit within the Remediation Division of the MPCA has extensive experience responding to many environmental emergencies every year. They would be tasked with declaring an emergency and would work with contractors to operate the landfill infrastructure such as gas and leachate management systems as outlined in the MPCA Solid Waste Permit.

Staff from the MPCA Emergency Management Unit would likely consult with staff from the MPCA Closed Landfill Program as needed regarding response actions and long-term maintenance. Closed Landfill Program staff are responsible for maintaining over 100 closed MSW Landfills across Minnesota. Therefore, the MPCA would be able to close the landfill and perform long-term maintenance if the Permittee failed to do so.

As shown on the attached flow chart figure, if an MSW Landfill Permittee failed to take action needed to protect human health or the environment; three concurrent steps would be taken by the MPCA Emergency Management Unit:

1. Assess the situation and develop a work plan
 - a. declare an emergency
 - b. perform needed action
 - c. meet with County and City to discuss their roles and responsibilities
 - d. perform long-term maintenance of the site if Permittee fails to do so
2. Access financial assurance monies to pay for action and long-term maintenance (if needed)
3. Take enforcement action to persuade the Permittee to return to compliance with their permit including fines if needed

In addition, the County would access their financial assurance monies and use those monies to assist the MPCA financially and/or perform some site-maintenance actions.

In the case of Pine Bend Landfill, operating the gas and leachate management systems would likely need to begin within 1 to 2 days. These two needed actions would likely be the most urgent and require the quickest response.

Other needed actions, such as repairing a severe final cover failure, would need quick temporary stabilization but may need some engineering design prior to performing permanent repairs.

Conditions that Would Not Pose an Immediate Threat to Human Health or the Environment

The actions to correct these types of conditions would not need to be taken as urgently as those that pose a threat to human health or the environment and could include items such as failure to clean up litter or failure to mow the final cover vegetation.

For these non-urgent items, the MPCA would first take enforcement action to encourage the Permittee to take the needed action. If the Permittee failed to take action, the MPCA would take the following steps:

1. Assess the situation and develop a work plan
 - a. declare an emergency
 - b. perform needed action
 - c. meet with County and City to discuss their roles and responsibilities
 - d. perform long-term maintenance of the site if Permittee fails to do so
2. Access financial assurance monies to pay for action and long-term maintenance (if needed)

Again, the County would access their financial assurance monies and use those monies to assist the MPCA financially and/or perform some site-maintenance actions.

Financial Assurance

In Minnesota, financial assurance has been required of MSW Landfills since 1988. The intent of financial assurance is to provide a financial resource to the MPCA to take needed actions at a landfill in the event that the Permittee does not fulfill their obligations to close, perform post-closure maintenance, or address contingency action events.

If a response action was needed and the permittee failed to take action, then financial assurance monies would be accessed to reimburse the MPCA and/or Dakota County for the cost of taking the action.

It should be noted, based on my experience and in telephone discussions with staff from the MPCA and Dakota County, that during the approximately 30-year period since financial assurance was required for MSW Landfills in Minnesota, there has never been an occurrence where the MPCA has needed to use financial assurance monies.¹ Therefore, it appears that the likelihood of the MPCA needing to use financial assurance monies at an MSW Landfill in the future is very low.

The MPCA requires an annual update of the cost estimates for closure, post-closure, and contingency action. As of 2018, Pine Bend Landfill has provided a bond in the amount of \$12.43M to the MPCA to cover their financial assurance obligations.

¹ Except for those landfills that voluntarily entered into the MPCA's Closed Landfill Program.

Pine Bend Landfill also has provided a bond to Dakota County for \$643k that could be used to supplement the financial assurance bond held by the MPCA. The County believes that the amount of the bond is adequate to take some initial response actions such as covering the waste working face, operating the gas-to-energy plant, and trucking leachate on a short-term basis until the MPCA can take over those responsibilities.

MSW Landfills (among other types of landfills) are required to maintain financial assurance with the MPCA as long as they pose a potential environmental risk to human health, wildlife, or the environment as determined by the MPCA in accordance with Minnesota Rule 7035.2655.

The typical items included in the cost estimates for closure, post-closure, and contingency action are described below.

Closure Cost Estimate

The closure cost estimate addresses the cost to close the landfill at the point in its life when closure is most expensive. This typically is the point in the landfill life when it has the largest area open that would need to have final cover installed including infrastructure to manage landfill gas and stormwater.

Post-Closure Cost Estimate

Post-closure costs include maintenance of the final cover and managing landfill gas, stormwater, and leachate after the landfill closes. The MPCA requires that the post-closure cost estimate be calculated for a duration of 20 years.

Contingency Action Cost Estimate

Contingency action costs are used to address extraordinary events that could occur beyond normal closure or post-closure maintenance activities. These events could be triggered by:

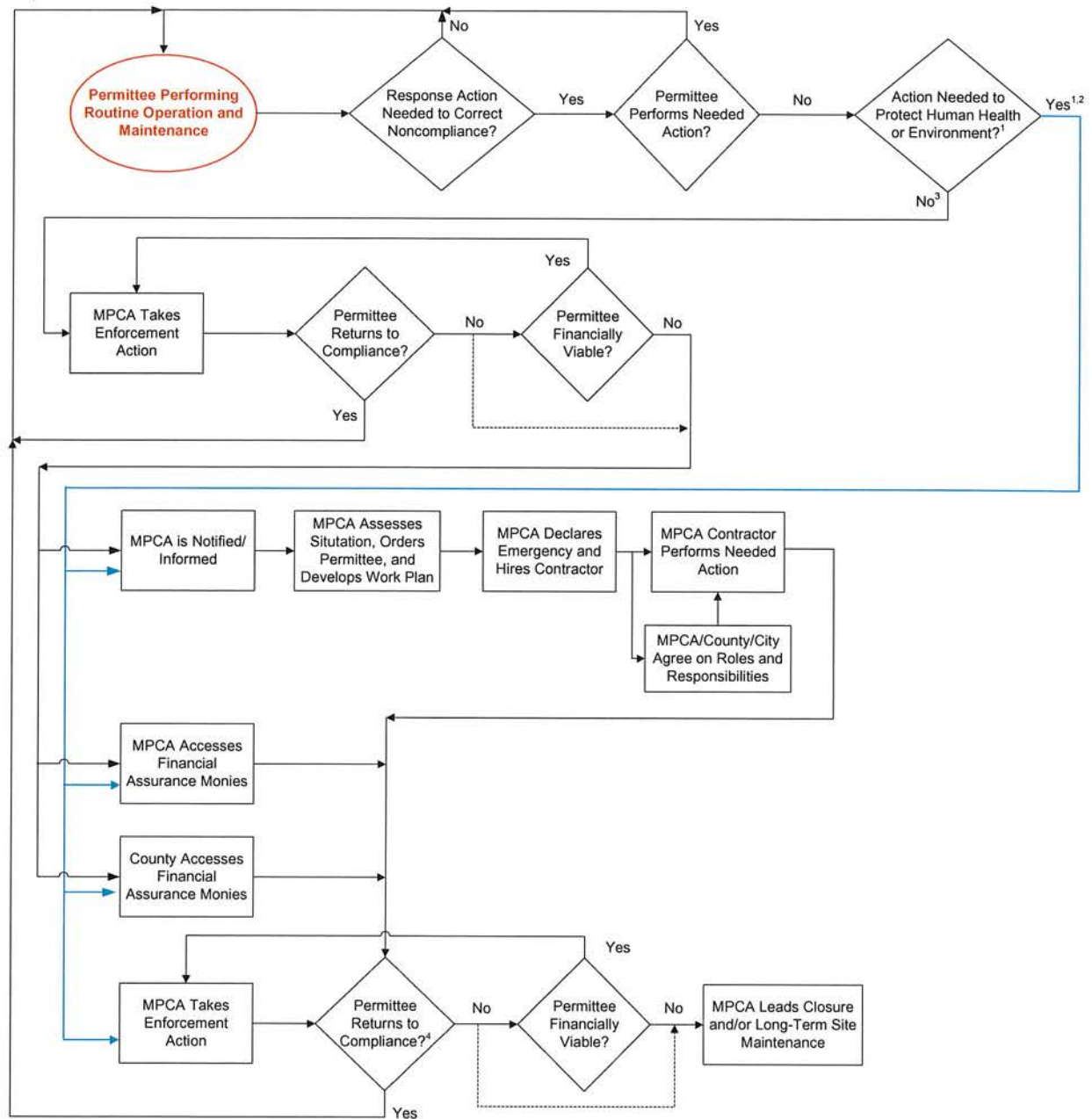
- Severe rainfall, a leachate spill, fire, explosion, or vandalism
- Inspections revealing leachate build up on the bottom liner, severe erosion or settlement, or damaged surface water or leachate conveyance systems
- Monitoring showing exceedance of a groundwater standard, which could require actions such as groundwater remediation, installing an additional gas flare, and subsurface gas migration remediation

To: Tom Link
From: Jeff Ubl
Subject: Process if MSW Landfill Permittee Fails to Take Needed Action
Date: March 13, 2018
Page: 5

Information Sources

1. Telephone discussion with Michael Mondloch, MPCA Resource Management and Assistance Division, Solid Waste Permitting Unit Supervisor, telephone number 651.757.2578
2. Telephone discussion with Douglas Wetzstein, MPCA Industrial Division Assist Director, telephone number 651.757.2819
3. Dorene Fier-Tucker, MPCA Remediation Division, Emergency Management Unit Supervisor, telephone number 651.757.2161
4. Dave Magnuson, Dakota County Environmental Resources Department, telephone number 952.891.7551

MSW Landfill Response Action Flow Chart



Optional step depending on duration of non-compliance

¹ Examples include managing gas, managing leachate systems, or extensive final cover failure.

² Blue path indicates immediate action needed.

³ Examples include litter or failure to mow final cover.

⁴ Returning to compliance includes re-establishing financial assurance with the MPCA and County.