

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
-REVISED-
MONDAY, OCTOBER 27, 2008
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

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. Minutes – October 13, 2008 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending October 22, 2008 _____
- C. Certification of Delinquent Utility Bills _____
- D. Change Order No. 1 & Pay Voucher No. 4 – City Project No. 2003–03, Southern Sanitary Sewer System Improvements _____
- E. Pay Voucher No. 5 – City Project No. 2003–15, Northwest Area Trunk Utility Imp. _____
- F. Consider Dakota County’s 2009–2013 Capital Improvement Program _____
- G. Resolution Accepting Bid and Awarding Contract to S. M. Hentges & Sons, Inc. for City Project No. 2008–10, T.H. 52 East Frontage Road Ravine Storm Water Pond Imp. _____
- H. Resolution Approving a PUD Amendment to the Argenta Hills Planned Unit Development to allow for a solid wood fence along temporary Argenta Trail _____
- I. Award Contract for Resurfacing of Fire Station #1 Parking Lot to ACE Blacktop _____
- J. Award Contract for American’s With Disabilities Act (ADA) Improvements and related construction at Fire Station #3 to Dosco Design Build _____
- K. Proposed Identity Theft Prevention Program _____
- L. Consider Joint Powers Agreement with Dakota County Soil and Water Conservation District for Technical Assistance and Authorize the City Request for State Cost–Share Assistance through the SWCD for the Bohrer Pond Shoreland Protection Project _____
- M. Resolution Approving Professional Services Agreement with WSB and Associates for Final Design on City Project No. 2009–11, Concord Boulevard Improvements, Phase 3, 65th Street East to South St. Paul Border _____

- N. Raingarden Maintenance Agreements for City Project No. 2008-09D, Urban Street Reconstruction Program – South Grove Area 3 _____
- O. Resolution Declaring May 1, 2009 Silver Star Banner Day _____
- P. Appointment of Board Member to Gun Club Lake Watershed Management Org. _____
- Q. Personnel Actions _____
- R. Authorize Advertisement of RFP for a Technology Systems Consultant for the Proposed Public Safety Addition/City Hall Renovation _____

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 HEARINGS:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **STONEHENGE USA;** Consider the Third Reading of an **Ordinance Amendment** to City Code Chapter XI, Section 1105 and Chapter XV, Section 1500 relating to the definition of Junk Vehicle in relation to Auto Auction Sales Facilities _____
- B. **AT&T;** Consider Resolution relating to a Conditional Use Permit Amendment to amend the site plan for existing telecommunications tower site located at 6410 Carmen _____
- C. **TAREK IBN ZIYAD ACADEMY (TIZA);** Consider Resolution relating to a Major Site Plan Approval to Construct a 9,586 square foot addition onto the existing school for property located at 4100 66th Street _____
- D. **ALLIED WASTE;** Consider Resolution relating to a Conditional Use Permit for a Yard Waste Composting Operation within the IRM, Integrated Management Overlay District for property located on the East side of Rich Valley Boulevard, north of 117th Street _____

ADMINISTRATION:

- E. **CITY OF INVER GROVE HEIGHTS;** Consider request to Extend the Time Frame for the continued operation of the Pine Bend Landfill from 2016 to 2030, with a corresponding change to the Host Community Agreement and Host Community Fund _____
- F. **CITY OF INVER GROVE HEIGHTS;** Consider Extension of Deadline for Completion of Minimum Improvements for TIF District 4-1 between the City of Inver Grove Heights and Southeast Quadrant, LLC (Fine & Associates) _____
- G. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Consent Agreement by & among PAB Enterprises of Minnesota, Inc., Rich Valley, LLC, SKB Environmental, Inc., Carl Bolander & Sons Co. and the City of Inver Grove Heights relating to the 117th Street Demolition Debris Landfill _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 13, 2008 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, October 13, 2008, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Parks & Recreation Director Carlson, and Deputy Clerk Rheaume.

3. PRESENTATIONS:

4. CONSENT AGENDA:

Councilmember Grannis removed item **4A, Minutes of September 22, 2008 Regular Council Meeting** from the Consent Agenda.

Councilmember Klein removed items **4K, Consider Proposal for Additional Services with BKV Group for Data/Voice Cabling Consulting Services, 4L, Consider Contract for Soil Thermal Response Testing, 4O, Resolution Ratifying Agreement for Purchase of Road De-icing Salt and 4R, Personnel Actions** from the Consent Agenda.

- B. Resolution 08-220** Approving Disbursements for Period Ending October 8, 2008
- C.** Pay Voucher No. 1 – 2008 Pavement Management Program – City Project No. 2008-09C, Mill and Overlay
- D.** Change Order No. 1 & Pay Voucher No. 3 - City Project No. 2008-09H, South Grove Sod Replacement Project
- E.** Change Order No. 1 & Pay Voucher No. 3 - City Project No. 2007-13, Hilltop Elementary School – Safe Routes to School Program
- F.** Changer Order No. 2 & Pay Voucher No. 4 - City Project No. 2008-09D, South Grove Urban Street Reconstruction Area 3
- G.** Pay Voucher No. 8 - City Project No. 2006-04, Drilling of City Well No. 9
- H.** Approve Expenditure of \$50,000 to Purchase Microsoft Office 2007 Licenses
- I. Resolution No. 08-221** Requesting Additional Time within which to complete Comprehensive Plan “Decennial” Review Obligations
- J. Resolution No. 08-222** Adopting Dakota County All-Hazard Mitigation Plan of August 28, 2006
- M. Resolution No. 08-223** Approving Dakota County 2009 Community Funding Application for Waste Abatement Activities
- N.** Award Contract to Danner, Inc. for Corrective Actions on Hazardous Property
- P.** Consider Proposal to Treat and Stockpile De-icing Salt
- Q. Resolution 08-225** Calling for Hearing on Proposed Assessments and **Resolution No. 08-232** Declaring Costs to be Assessed & Ordering Preparation of Proposed Assessments for Nuisance Abatement 2008

Motion by Piekarski Krech, second by Klein, to approve the Consent Agenda.

Ayes: 4

Nays: 0 Motion carried.

A. Minutes – September 22, 2008 Regular Council Meeting

Councilmember Grannis stated that the minutes should reflect Councilmember Klein's abstention from approval of the minutes that pertained to the canvassing of the Primary Election results.

Motion by Grannis, second by Klein, to approve the Minutes of the September 22, 2008 Regular Council Meeting with the correction as noted.

Ayes: 4

Nays: 0 Motion carried.

K. Consider Proposal for Additional Services with BKV Group for Data/Voice Cabling Consulting Services

Councilmember Klein asked for an explanation of the proposal.

Ms. Teppen stated that BKV Group provided a quote using the services of their technology consultant on the project, Elert and Associates, for the data and voice cabling consulting services. She noted that this piece of the proposed project is outside the scope of the architect's contract.

Councilmember Klein asked if this would include the renovation portion of the proposed project.

Ms. Teppen responded that it would include the entire project.

Councilmember Grannis asked why this service wasn't included in the original architect's contract.

Ms. Teppen stated that staff was aware that it was not included in the original contract and could go out for bid to find a technology consultant. She stated that because BKV is using Elert and Associates as the technology consultant for the project it made sense for them to provide the data and voice cabling consulting services as well.

Mayor Tourville commented that the prices seemed to be a bit high and marked up.

Councilmember Grannis stated he felt this service should have been included in the original contract and would prefer to get quotes for the data and voice cabling services on their own rather than through BKV.

Mayor Tourville suggested going out for bid so the City does not have to pay BKV Group a percentage to oversee the process.

L. Consider Contract Soil Thermal Response Testing

Councilmember Klein stated that he will vote against this item because he is not convinced the City should go this direction and feels the testing is premature at this time.

Councilmember Grannis noted that the testing is needed to see if Geo Thermal Heating and Cooling is an option for the proposed project.

Councilmember Piekarski Krech asked why only \$5,000 was budgeted for the testing.

Ms. Teppen responded that the figure was provided as part of the project budget and was under-funded.

Mr. Lynch stated that while the architects understand Geo Thermal systems and how the systems operate, they did not understand the extent of the testing that needed to be done.

Mayor Tourville stated that this was one of the sustainability options that could potentially have a payback to the City and they would be remiss to not do the testing.

Motion by Grannis, second by Piekarski Krech, to Approve Contract for Soil Thermal Response Testing

Ayes: 3

Nays: 1 (Klein) Motion carried.

O. Resolution Ratifying Agreement for Purchase of Road De-icing Salt

Councilmember Klein commented on the heavy use of salt on the roads and asked if it would be to the City's benefit to use less salt and more sand.

Councilmember Piekarski Krech pointed out that using salt has decreased traffic accidents.

Mayor Tourville stated that in terms of safety sand does not do what salt does.

Councilmember Klein commented that the City's street infrastructure is being ruined with all the salt.

Mr. Thureen responded that the add mixture that is used is less corrosive than salt. He stated that salt is the better product for keeping the streets clear and safe.

Motion by Piekarski Krech, second by Grannis to approve Resolution 08-224 Ratifying Agreement for Purchase of Road De-icing Salt

Ayes: 4

Nays: 0 Motion carried.

R. Personnel Actions

Councilmember Klein asked for some information about the candidate who was recommended for the Street Maintenance Superintendent position.

Mr. Thureen stated that the candidate is currently the Public Works Director in Cannon Falls and prior to that worked for the City of Inver Grove Heights. He added that the candidate is extremely qualified and should have positive effect on the department.

Motion by Grannis, second by Piekarski Krech to approve Personnel Actions

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Pat Wistl, 1462 80th St. E., requested that an item be placed on a future Council agenda regarding the City's policies pertaining to developers.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Off-Sale Intoxicating Liquor License Application from Gold Palace Liquor, LLC dba Gold Palace Liquor

Ms. Rheume noted that the license should be effective upon receipt of the insurance policy.

Motion by Klein, second by Piekarski Krech, to close the public hearing

Ayes: 4

Nays: 0 Motion carried.

Motion by Grannis, second by Klein, to approve the Off-Sale Intoxicating Liquor License Application of Gold Palace Liquor, LLC dba Gold Palace Liquor upon receipt of the liquor liability insurance policy

Ayes: 4

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Administrative Hearing on Alcohol Violation

Mr. Kuntz explained that the hearing is for a violation of the liquor license held by Starz Group Liquor Inc., dba Starz Liquor. He stated that sale of an alcoholic beverage to a minor occurred at the licensed establishment on January 27, 2007. He added that the ordinance pertaining to alcohol violations provide the Council with the authority to impose a fine, a suspension, or both on the license holder.

Bridget McCauley-Nason, Assistant Attorney for Inver Grove Heights, explained that Starz Liquor is before the City Council for an alleged sale to a minor. She stated that the licensed premises is located at 5300 South Robert Trail, Suite 600 and the notice of hearing was served to the licensees on September 23, 2008. She reviewed the exhibits presented to Council for informational purposes and asked that exhibits 1-9 be entered into the record.

Motion by Piekarski Krech, seconded by Klein, to receive Exhibits 1-9.

Ayes: 4

Nays: 0 Motion carried.

Ms. McCauley-Nason stated that staff recommended a fine of \$750 be imposed with \$250 due within 30 days of the public hearing. She noted that the remaining \$500 would be stayed for a period of one year provided that there are no further violations and that within six months the licensee provides proof to the City that his employees have completed alcohol server training.

Eh Alex Vue, owner of Starz Liquor, stated that his business is a small corner store and the employees know the customers who come in regularly. He explained that the person who purchased alcohol on January 27, 2007 was a regular customer and the employees had gotten to know him and did not know that he had presented false identification to purchase alcohol. He added that he also learned that the person who purchased alcohol that night had a history of using false identification at other liquor stores. He stated that he agrees that his employees need to get alcohol server training and he referenced a machine that he purchased that will distinguish between valid and false identifications.

Councilmember Klein asked if the minor who purchased on January 27, 2007 was carded.

Mr. Vue responded that he was not carded on the night of January 27th, but he had been carded on previous occasions.

Mr. Kuntz clarified that on January 27, 2007, Rocky Vue was the clerk working at Starz Liquor and who sold the alcohol.

Mr. Vue answered in the affirmative and stated that Rocky Vue is his cousin.

Mr. Kuntz asked if Rocky Vue was still employed by Starz Liquor.

Mr. Vue stated that he was not.

Mr. Kuntz asked if he owned any other liquor stores.

Mr. Vue responded that he did not own any other liquor stores.

Councilmember Klein asked if Mr. Vue if he had ever been cited before.

Mr. Vue responded no.

Councilmember Grannis questioned why Mr. Vue did not bring information to show that the minor who purchased had a history of using false identification.

Mr. Vue responded that he did not have legal representation and did not know he should bring that information.

Councilmember Klein asked if there have been other instances where Mr. Vue has had to go to court.

Mr. Vue stated that he has had to go to court for several issues.

Mr. Kuntz asked Mr. Vue when he bought the machine that checks identification.

Mr. Vue responded that it was purchased at the end of 2006 or beginning of 2007. He added that it was purchased after the other two instances happened where a false id was presented.

Mayor Tourville clarified that the machine was not used on January 27, 2007.

Mr. Vue confirmed that it was not used on January 27, 2007.

Councilmember Grannis asked what other situations Mr. Vue has been in court for.

Mr. Vue responded that they were similar situations where a fake identification was used.

Councilmember Grannis asked if the police ever located the fake id that was used on January 27, 2007.

Mr. Vue said that the validity of the id used on January 27, 2007 was never questioned in court. He stated that his staff checked the id that was used during prior visits and thought it was valid.

Councilmember Klein stated that it would be a good business practice to check every patron of the store.

Mr. Vue responded that he agreed with that and noted that he has told his staff to do so.

Councilmember Klein asked if other establishments in the City have had violations.

Ms. Rheame said that several violations have happened recently and will be brought back to the Council at a later date.

Mr. Kuntz asked if Mr. Vue agreed that on January 27, 2007 the person that was 19 years old who purchased the alcohol was not carded.

Mr. Vue responded that he was not carded on that day.

Councilmember Piekarski Krech commented on the alcohol server training and asked if the City would provide that class.

Ms. McCauley-Nason noted that there are a number of private services that also offer the training.

Sgt. Sean Folmar stated that alcohol server training was offered to all the establishments within the City and he did not receive any comments back from license holders requesting the training.

Councilmember Piekarski Krech clarified that the police department is no longer offering the training.

Sgt. Folmar responded that he has all the required materials and would be capable of conducting a class.

Councilmember Piekarski Krech asked if the cost to provide the training was in the budget.

Mr. Lynch stated that the liquor licensee would have to pay the cost for the City to provide the training.

Motion by Klein, seconded by Piekarski Krech, to close the public hearing.

Ayes: 4

Nays: 0 Motion carried.

Mr. Kuntz stated that the City did pass an ordinance addressing civil penalties and under that ordinance the Council stated that the minimum penalty shall be imposed but the Council has the right to impose penalties above the minimum. He reviewed that the minimum penalty for the first violation in five years would be a monetary penalty of \$750, the second violation within five years would trigger a minimum monetary penalty of \$1,000 plus a one-day license suspension, and the third violation within five years would trigger a minimum monetary penalty of \$2,000 plus a three-day suspension. He noted that for more than three violations in five years the Council shall impose a fine of \$2,000 and shall impose a suspension of more than three days or the Council shall revoke the license. He reiterated that the Council could go beyond the minimum penalty if they so choose.

Councilmember Klein stated that in this case it seems like the owner and his staff are doing their jobs properly. He stated that someone lost their life as a result of this violation.

Councilmember Grannis asked if the 90-day jail sentence imposed on Rocky Vue was typical or more severe than usual.

Ms. McCauley-Nason responded that she has not seen anywhere near 90 days in jail imposed in other cases she has been involved with.

Mayor Tourville commented that the fine should fit the violation. He suggested that the six months to complete alcohol server training be reduced to three months. He stated that he feels the Public Safety Department should provide the training and that the licensee should be responsible for funding the training session.

Chuck Kleckner, Police Chief, stated that in the past the training session was offered in conjunction with the cities of West St. Paul and South St. Paul. He noted that Inver Grove Heights had the lowest turnout and added that licensees have to be willing to attend the training.

Mayor Tourville stated that the Council needs to do a better job of mandating that liquor licensees within the City of Inver Grove Heights attend alcohol server training.

Councilmember Piekarski Krech added that new employees at licensed establishments would also need to receive training.

The City Council agreed that Mr. Vue needs to provide proof of alcohol server training within three months.

Councilmember Grannis stated that he feels a 60-day suspension should be imposed with a \$2,000 fine, and 30-days of the suspension and \$1,000 of the fine would be stayed if Starz Liquor had no other violations within the next year and if alcohol server training was completed within 3 months.

Councilmember Klein stated that he agreed with the fine but not the 60-day suspension.

Councilmember Grannis stated that he thinks the violation needs to be treated more severely just as the sentence that was imposed by the judge in the Dakota County court case.

Mayor Tourville commented on things happening at businesses that are not always under the owner's control. He reiterated that the alcohol server training is critical.

Councilmember Piekarski Krech suggested that any further violations would result in an automatic 60-day suspension.

Motion by Piekarski Krech, seconded by Klein, to impose a 60-day suspension and a \$2,000 fine, with the 60 day suspension and \$1,000 stayed with the conditions that Starz Liquor has no additional violations in the next year and that the owner of the establishment provides proof that alcohol server training has been completed within three months of the date of the public hearing.

Mr. Kuntz clarified that the motion is to adopt the resolution with the findings of the case and the background as presented and to impose a fine of \$2,000 and a suspension of 60 days with \$1,000 of the fine and 60 days of the suspension stayed for a period of one year with the two conditions that 90 days from the date of the public hearing the license holder provide, at his expense, satisfactory evidence that all the employees of Starz Liquor have completed alcohol server training and that there be no further license violations within this one year period.

Ayes: 3

Nays: 1 (Grannis) Motion carried.

The City Council took a five-minute break.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. STONEHENGE USE; Consider the following actions for property located on the West side of Clark Road, north of 117th Street:

- i) Resolution to Approve an Improvement Agreement and Stormwater Maintenance Agreement for the auto auction sales facility
- ii) Second Reading of an Ordinance Amendment to City Code Chapter XI, Section 1105 and Chapter XV, Section 1500 relating to the definition of Junk Vehicle in relation to Auto Auction Sales Facilities
- iii) Stormwater Facilities Maintenance Agreement for Outlot A, Gainey Third Addition

- iv) Agreement relating to Landowner Improvements within City Easement on Lot 1, Block 1, Gainey Third Addition (Encroachment Agreement)
- v) Agreement relating to Replatting of Outlot A, Gainey Third Addition

Mr. Link stated that the City Council approved the request for the auto auction sales facility in August. He explained that Condition number 17 of the Conditional Use Permit requires an Improvement Agreement and Stormwater Maintenance Agreement be entered into before release of the plat. He noted that the developer will be responsible for the maintenance and construction of the storm ponds. He also presented the second reading of the Ordinance Amendment and stated that no changes had been made since the first reading. He added that the Planning staff recommended approval of the agreement and the ordinance amendment.

Motion by Klein, second by Piekarski Krech, to adopt Resolution 08-227 approving an Improvement Agreement and Stormwater Maintenance Agreement for the auto auction sales facility, approve the second reading of an Ordinance Amendment to City Code Chapter XI, Section 1105 and Chapter XV, Section 1500 relating to the definition of Junk Vehicle in relation to Auto Auction Sales Facilities, approve the Stormwater Facilities Maintenance Agreement for Outlot A, Gainey Third Addition Agreement relating to Landowner Improvements within City Easement on Lot 1, Block 1, Gainey Third Addition, and to approve the Agreement relating to Replatting Outlot A, Gainey Third Addition.

Ayes: 4

Nays: 0 Motion carried.

FINANCE:

B. CITY OF INVER GROVE HEIGHTS; Appointment of Auditors for the Year Ending December 31, 2008

Ms. Lanoue explained that staff is seeking approval for audit services for the year ending 2008. She stated that last year they went out for an RFP and selected Kern, DeWenter, Viere, Ltd. She noted that the fee for the audit will be \$34,630.

Motion by Grannis, second by Piekarski Krech, to approve the appointment of Kern, DeWenter, Viere, Ltd. as Auditors for the Year Ending December 31, 2008

Ayes: 4

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Proposal from Springsted Incorporated to Develop an Integrated Financial Planning Model

Ms. Lanoue explained that in April the City Council established strategies and goals for the City that would go beyond a single year. She stated that the first goal was development of a comprehensive ten-year fiscal plan. She added that staff discussed purchasing a software package that would enable the department to put budgets together in one place at one time and to do scenario planning over time. She stated that the anticipated cost was \$50,000 and the software package that has been proposed is \$35,000.

Councilmember Piekarski Krech asked if they have talked to other cities that have used this software package.

Ms. Lanoue responded that Mr. Lynch has worked with them in the past.

Councilmember Klein asked how long it will take to get staff trained to use the software.

Ms. Lanoue stated that staff will input data by the end of this year and will be able to use the software for preparation on the 2010 budget.

Councilmember Grannis noted this software will allow staff to look five years back and ten years ahead.

Motion by Klein, second by Piekarski Krech, to approve proposal from Springsted Incorporated to develop an Integrated Financial Planning Model

Ayes: 4

Nays: 0 Motion carried.

PUBLIC WORKS:

D. CITY OF INVER GROVE HEIGHTS; Resolution Approving Easement Acquisitions for City Project No. 2008-10, T.H. 52 East Frontage Road Ravine Storm Water Ponds

Mr. Thureen explained that this is a component of the T.H. 52 East Frontage Road project. He stated that the City agreed to be the lead agency and the State agreed to provide some Cooperative Agreement funds for the project. He added that staff and the City Attorney's office have completed negotiations for the easements.

Motion by Piekarski Krech, second by Grannis, to adopt Resolutions 08-228, 08-229 and 08-230 approving Easement Acquisitions for City Project No. 2008-10, T.H. 52 East Frontage Road Ravine Storm Water Ponds

Ayes: 4

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Cooperative Construction Agreement No. 92776 between Mn/DOT & City of Inver Grove Heights for the T.H. 52 East Frontage Road Ravine Storm Water Ponds (State Project No. 1907-74 (T.H. 52 = 053)), City Project No. 2008-10

Mr. Thureen explained that this is the agreement that would allow the State to release the cooperative agreement funds to the City.

Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 08-231 approving Cooperative Construction Agreement No. 92776 between Mn/DOT & City of Inver Grove Heights for the T.H. 52 East Frontage Road Ravine Storm Water Ponds (State Project No. 1907-74 (T.H. 52 = 053)), City Project No. 2008-10

Ayes: 4

Nays: 0 Motion carried.

ADMINISTRATION:

F. CITY OF INVER GROVE HEIGHTS; Consider Amendments to City Code Section 900-Civil Defense

Ms. Teppen stated that this would be the third and final reading of the proposed amendments to City Code Section 900. She noted that no changes were made to the Ordinance Amendment since the second reading.

Motion by Grannis, second by Piekarski Krech, to adopt Ordinance 1184 approving amendments to City Code Section 900-Civil Defense

Ayes: 4

Nays: 0 Motion carried.

PARKS AND RECREATION:

G. CITY OF INVER GROVE HEIGHTS; Consider Approval of Expenditures for Grading at Heritage Village Park and Construction of a Berm along the Railroad Tracks

Mr. Carlson explained that staff recommended that a berm be constructed in Heritage Village Park along the railroad tracks in the Northwest corner of the park. He stated that the berm has a value of approximately \$350,000 and staff felt it would be a nice feature in the park and could block some of the train noise and provide safety.

Councilmember Piekarski Krech asked if this would affect any of the other trail issues.

Mr. Carlson responded that it would not.

Motion by Klein, second by Piekarski Krech, to approve Expenditures for Grading at Heritage Village Park in an amount not to exceed \$60,000 and Construction of a Berm along the railroad tracks

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Klein stated that some residents in Arbor Pointe are wondering when the trail might go in.

Mr. Carlson explained that it will probably be the route of the Mississippi Regional Trail and because the County does not have the proper approvals from the City in place yet, the trail would have to be constructed at the City's cost and then the City would be reimbursed. He noted that staff had a meeting with the County and they indicated that the trail could possibly be constructed in 2009.

Mayor Tourville stated that the FAA is going to hold a meeting at City Hall on Tuesday, October 28th, at 7:00 p.m. at the Council Chambers and asked that this be noticed as a Special Meeting in the event that a quorum of Council members was present.

Motion by Piekarski Krech, seconded by Grannis, to approve the FAA meeting on October 28, 2008 at 7:00 p.m. in the Inver Grove Heights City Council Chambers.

Ayes: 4

Nays: 0 Motion carried

9. ADJOURN: Motion by Grannis, second by Piekarski Krech to adjourn. The meeting was adjourned by a unanimous vote at 9:40 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of October 9, 2008 to October 22, 2008.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 22, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$341,798.42
Debt Service & Capital Projects	1,684,147.99
Enterprise & Internal Service	141,945.18
Escrows	<u>61,506.30</u>
Grand Total for All Funds	<u><u>\$2,229,397.89</u></u>

If you have any questions about any of the disbursements on the list, please call me at 651-450-2521 or Vickie Gray, Accounting Technician at 651-450-2515.

Attached to this summary for your action is a resolution approving the disbursements for the period October 9, 2008 to October 22, 2008, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING OCTOBER 22, 2008

WHEREAS, a list of disbursements for the period ending October 22, 2008 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	\$ 341,798.42
Debt Service & Capital Projects	1,684,147.99
Enterprise & Internal Service	141,945.18
Escrows	<u>61,506.30</u>
Grand Total for All Funds	<u>\$ 2,229,397.89</u>

Adopted by the City Council of Inver Grove Heights this 27th day of October, 2008.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2008	90852	OLD WORLD PIZZA	council work session	101-1000-413.50-75		10/2008 * Total	75.85 75.85
10/15/2008	90853	ACE PAINT & HARDWARE	acct 1126	101-4200-423.40-40		10/2008	14.99
			acct 1126	101-4200-423.40-40		10/2008	19.57
			acct 1126	101-5100-442.60-40		* Total	31.94 66.50
10/15/2008	90860	ASPEN MILLS	acct 55077i	101-4200-423.60-45		10/2008	129.35
			acct 55077i	101-4200-423.60-45		10/2008	122.85
			acct 55077i	101-4200-423.60-45		10/2008	129.35
			acct 55077i	101-4200-423.60-65		10/2008	129.35
			acct 55077i	101-4200-423.60-45		10/2008	133.85
			acct 55077i	101-4200-423.60-45		* Total	129.35 774.10
10/15/2008	90864	CARTE GRAPH SYSTEMS	cust inverprn	101-5100-442.50-80		10/2008 * Total	990.00 990.00
10/15/2008	90871	COPY RIGHT	city of inver grove pd	101-4000-421.50-30		10/2008 * Total	297.66 297.66
10/15/2008	90873	CULLIGAN	acct 984591006	101-4200-423.60-65		10/2008 * Total	5.28 5.28
10/15/2008	90874	CULLIGAN	acct 15798459118	101-4200-423.60-65		10/2008 * Total	39.50 39.50
10/15/2008	90877	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		10/2008 * Total	510.69 510.69
10/15/2008	90878	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		10/2008 * Total	2,748.88 2,748.88
10/15/2008	90879	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		10/2008 * Total	384.50 384.50
10/15/2008	90881	DANIELS, JOHN	training - lunch	101-4000-421.50-75		10/2008 * Total	7.47 7.47
10/15/2008	90883	EDWARDS, MICHAEL	2 measuring wheels	101-5100-442.60-40		10/2008 * Total	128.02 128.02
10/15/2008	90884	EMMONS & OLIVIER RESOUR	city of inver grove	101-5100-442.30-30		10/2008	82.50
			city of inver grove	101-5100-442.30-30		10/2008	556.10
						* Total	638.60
10/15/2008	90890	GORMAN SURVEYING, INC	city of inver grove hgts	101-5100-442.30-30		10/2008 * Total	685.00 685.00
10/15/2008	90893	HAHN, NICHOLAS	spotlight	101-5100-442.60-40		10/2008 * Total	31.92 31.92

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10/15/2008	90894	HANCE UTILITY SERVICES	city of inver grove hgts	101-6000-451.30-70		10/2008 * Total	155.00 155.00
10/15/2008	90895	HARDWOOD CREEK LUMBER,	city of inver grove hgts	101-5100-442.60-65		10/2008 * Total	240.10 240.10
10/15/2008	90898	JUCKEL LAWCARE & SNOW	city of inver grove	101-3300-419.30-70		10/2008 * Total	330.15 330.15
10/15/2008	90902	LAKE SUPERIOR COLLEGE	attende; john schmeling	101-5100-442.50-80		10/2008 * Total	350.00 350.00
10/15/2008	90903	LEAGUE OF MN CITIES	cust 245975	101-5000-441.30-30		10/2008 * Total	1,125.00 1,125.00
10/15/2008	90904	LEICA GEOSYSTEMS INC	cust 209374	101-5100-442.60-40		10/2008 * Total	684.92 684.92
10/15/2008	90907	METROPOLITAN COUNCIL EN	city of inver grove hgts	101-0000-341.40-00		10/2008 * Total	91.25- 91.25-
10/15/2008	90908	MINNESOTA MUNICIPAL UTI	city of inver grove hgts	101-2000-415.50-80		10/2008 * Total	70.00 70.00
10/15/2008	90909	MINNESOTA SHREDDING LLC	inver grove hts pd inver grove hts pd	101-2000-415.30-70 101-4000-421.30-70		10/2008 * Total	468.00 468.00 936.00
10/15/2008	90910	MN BOARD OF ACCOUNTANCY	member; cathy shea	101-4200-423.80-20		10/2008 * Total	45.00 45.00
10/15/2008	90911	MN DEPT OF EMPLOYMENT &	city of inver grove hgts city of inver grove hgts	101-4000-421.20-70 101-6000-451.20-70		10/2008 * Total	1,166.00 585.16 1,751.16
10/15/2008	90915	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		10/2008 * Total	540.61 540.61
10/15/2008	90917	OLD WORLD PIZZA	the grove	101-6000-451.60-65		10/2008 * Total	159.68 159.68
10/15/2008	90923	PRAIL, RYAN V	food- training	101-4000-421.50-75		10/2008 * Total	8.37 8.37
10/15/2008	90926	RIVARD STONE, INC.	cust 95952	101-6000-451.60-65		10/2008 * Total	7,730.69 7,730.69
10/15/2008	90930	SCHADEGG, JEFFREY	food for meetings	101-4200-423.50-75		10/2008 * Total	147.51 147.51
10/15/2008	90931	SCHWAAB, INC	city of inver grove hgts	101-3300-419.60-40		10/2008 * Total	37.80 37.80

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/15/2008	90933	SHORT ELLIOTT HENDRICKS	city of inver grove	101-5100-442.30-30		10/2008 * Total	7,746.69 7,746.69
10/15/2008	90940	TEPPEN, JENELLE	ais view del stat retriev apmp lunch	101-1100-413.50-70 101-1100-413.50-75		10/2008 10/2008 * Total	75.00 15.00 90.00
10/15/2008	90942	TOTAL CONSTRUCTION & EQ	city of inver grove hgts city of inver grove hgts city of inver grove hgts	101-6000-451.40-40 101-6000-451.40-40 101-6000-451.40-40		10/2008 10/2008 10/2008 * Total	391.93 119.20 247.79 758.92
10/15/2008	90944	TRACTOR SUPPLY CREDIT P	acct 6035301200183679 acct 6035301200183679	101-5200-443.60-40 101-6000-451.60-16		10/2008 10/2008 * Total	13.33 14.51 27.84
10/15/2008	90945	U OF M - CCE REGISTRATI	attende; steve dodge	101-5100-442.50-80		10/2008 * Total	225.00 225.00
10/15/2008	90946	U OF M - CCE REGISTRATI	attende; steve dodge	101-5100-442.50-80		10/2008 * Total	245.00 245.00
10/15/2008	90947	U OF M - CCE REGISTRATI	attende; nick hahn	101-5100-442.50-80		10/2008 * Total	150.00 150.00
10/15/2008	90948	URS CORPORATION	city of inver grove hgts city of inver grove hgts	101-5100-442.30-30 101-5100-442.30-30		10/2008 10/2008 * Total	7,007.50 1,493.72 8,501.22
10/15/2008	90949	US POSTMASTER	city of inver grove hgts	101-1100-413.50-32		10/2008 * Total	1,986.50 1,986.50
10/15/2008	90950	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		10/2008 * Total	22.06 22.06
10/15/2008	90951	VERIZON WIRELESS	acct 58056548100001	101-5100-442.50-20		10/2008 * Total	468.44 468.44
10/15/2008	90952	WAUSAU TILE INC	cust 128008231	101-6000-451.60-65		10/2008 * Total	3,384.46 3,384.46
10/15/2008	90953	WSB & ASSOCIATES, INC.	city of inver grove hgts	101-5100-442.30-30		10/2008 * Total	2,444.00 2,444.00
10/15/2008	90954	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		10/2008 * Total	103.02 103.02
10/15/2008	90955	XCEL ENERGY	acct 5152791130 acct 5152791130	101-5200-443.40-20 101-5400-445.40-20		10/2008 10/2008 * Total	86.16 8,697.85 8,784.01
10/22/2008	90956	ABRAMS & SCHMIDT LLC	attende; sean folmar	101-4000-421.50-80		10/2008 * Total	150.00 150.00

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/22/2008	90958	ACE PAINT & HARDWARE	cust 1126	101-5200-443.60-16		10/2008	15.95
			cust 1126	101-4200-423.60-65		10/2008	3.04
			cust 1126	101-4200-423.60-40		10/2008	46.85
			cust 1126	101-4200-423.60-65		10/2008	17.03
			acct 1126	101-4200-423.60-65		10/2008	20.22
						* Total	103.09
10/22/2008	90960	AFSCME COUNCIL 5	inver grove hgts	101-0000-203.10-00		10/2008	930.08
						* Total	930.08
10/22/2008	90962	ALEX AIR APPARATUS, INC	inver grove hgts fd	101-4200-423.40-42		10/2008	570.00
						* Total	570.00
10/22/2008	90967	AVR, INC.	cust 4753	101-5200-443.60-16		10/2008	830.91
						* Total	830.91
10/22/2008	90969	BITUMINOUS ROADWAYS, IN	cust 35265	101-5200-443.60-16		10/2008	1,372.27
						* Total	1,372.27
10/22/2008	90971	BROCK WHITE CO LLC	cust 6481	101-5200-443.60-16		10/2008	53.83
						* Total	53.83
10/22/2008	90976	CBE	city of inver grove hgts	101-3300-419.60-18		10/2008	120.20
						* Total	120.20
10/22/2008	90978	CITY OF SAINT PAUL	city of inver grove hgts	101-5200-443.60-16		10/2008	1,560.44
						* Total	1,560.44
10/22/2008	90986	DAKOTA COMMUNICATIONS C	city of inver grove hgts	101-4000-421.70-30		10/2008	18,595.00
			city of inver grove hgts	101-4200-423.70-50		10/2008	9,297.00
						* Total	27,892.00
10/22/2008	90988	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		10/2008	934.18
						* Total	934.18
10/22/2008	90989	DANNER LANDSCAPING	city of inver grove	101-5200-443.60-16		10/2008	33.28
						* Total	33.28
10/22/2008	90993	EMMONS & OLIVIER RESOUR	city of inver grove hgts	101-5100-442.30-30		10/2008	574.00
						* Total	574.00
10/22/2008	90996	FRED PRYOR SEMINARS	attende; michele iaria	101-3300-419.50-80		10/2008	79.00
						* Total	79.00
10/22/2008	91005	GS DIRECT, INC.	city of inver grove hgts	101-5100-442.60-07		10/2008	428.56
						* Total	428.56
10/22/2008	91006	HANSON PIPE & PRODUCTS,	acct 44500	101-5200-443.60-16		10/2008	4,995.90
			acct 44500	101-5200-443.60-16		10/2008	3,544.10-
						* Total	1,451.80
10/22/2008	91008	HEALTH PARTNERS	city of inver grove	101-0000-203.07-00		10/2008	73,709.12
			city of inver grove	101-0000-203.08-00		10/2008	6,353.43

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						* Total	80,062.55
10/22/2008	91009	HEALTH PARTNERS	city of inver grove	101-0000-203.07-00		10/2008	2,968.13
			city of inver grove	101-0000-203.08-00		10/2008	276.31
						* Total	3,244.44
10/22/2008	91013	ICC	member 0296400	101-3300-419.50-70		10/2008	100.00
						* Total	100.00
10/22/2008	91017	JUCKEL LAWN CARE & SNOW	city of inver grove hgts	101-3300-419.30-70		10/2008	101.17
						* Total	101.17
10/22/2008	91018	KATH CONSTRUCTION, INC.	city of inver grove	101-5200-443.60-16		10/2008	750.00
						* Total	750.00
10/22/2008	91020	KNOX COMPANY	act 103844	101-4200-423.60-65		10/2008	405.00
						* Total	405.00
10/22/2008	91021	LAB SAFETY SUPPLY INC	acct 479	101-3300-419.60-40		10/2008	8.25
						* Total	8.25
10/22/2008	91022	LANGUAGE LINE SERVICES	acct 9020909043	101-4000-421.50-20		10/2008	69.45
						* Total	69.45
10/22/2008	91023	LANOUE, ANN	mileage - conference	101-2000-415.50-65		10/2008	34.69
						* Total	34.69
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	101-1000-413.30-40		10/2008	240.00
			client 81000E	101-1000-413.30-42		10/2008	6,032.14
			CLIENT 81000E	101-3200-419.30-42		10/2008	4,027.39
			client 81000E	101-3300-419.30-42		10/2008	196.43
			client 81000E	101-4000-421.30-42		10/2008	538.20
			client 81000E	101-5000-441.30-42		10/2008	1,242.20
			client 81000E	101-6000-451.30-42		10/2008	48.00
						* Total	12,324.36
10/22/2008	91028	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		10/2008	18,272.13
						* Total	18,272.13
10/22/2008	91029	LOCAL GOVERNMENT INFORM	city of inver grove	101-4000-421.70-30		10/2008	3,670.00
						* Total	3,670.00
10/22/2008	91034	MG PAINTING & SERVICE L	city of inver grove	101-4200-423.80-20		10/2008	17,307.00
						* Total	17,307.00
10/22/2008	91035	MIDWEST CHAPLAINS	attend; jesteess/schauer	101-4000-421.50-80		10/2008	100.00
						* Total	100.00
10/22/2008	91038	MN DEPT OF COMMERCE	rh development	101-0000-207.06-00		10/2008	60,234.95
						* Total	60,234.95
10/22/2008	91039	MN DEPT OF LABOR & INDU	michael j andrejka	101-3300-419.50-70		10/2008	20.00
						* Total	20.00

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10/22/2008	91047	NEWMAN TRAFFIC SIGNS IN	city of inver grove hgts	101-5200-443.60-16		10/2008 * Total	1,825.31 1,825.31
10/22/2008	91048	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		10/2008 * Total	886.93 886.93
10/22/2008	91055	PETTY CASH	ice ndcbo meeting chief meeting seminar mapmo chief meeting	101-6000-451.60-65 101-3300-419.50-80 101-4000-421.50-70 101-3300-419.50-80 101-4000-421.50-70		10/2008 10/2008 10/2008 10/2008 * Total	5.50 8.00 15.90 40.00 31.80 101.20
10/22/2008	91059	POWERSTREAM TECHNOLOGY	city of inver grove hgts	101-3300-419.60-40		10/2008 * Total	89.05 89.05
10/22/2008	91060	PRECISION DATA SYSTEMS	vmcc P & R lthe envelopes	101-6000-451.50-30		10/2008 * Total	232.48 232.48
10/22/2008	91061	PRO-WARE, LLC	inver grove hgts	101-2000-415.60-40		10/2008 * Total	299.00 299.00
10/22/2008	91064	REX LANDSCAPING LLP	inver grove hgts	101-1100-413.30-70		10/2008 * Total	400.00 400.00
10/22/2008	91066	SALMEY, GERALD	wd internal hard drive	101-4000-421.60-40		10/2008 * Total	137.70 137.70
10/22/2008	91068	SENSIBLE LAND USE COALI	attende; heather botten	101-3200-419.50-80		10/2008 * Total	70.00 70.00
10/22/2008	91069	SHEA, CATHY	mileage-league mn/audit	101-2000-415.50-65		10/2008 * Total	52.54 52.54
10/22/2008	91072	SOLBERG AGGREGATE CO	city of inver grove city of inver grove hgts	101-5200-443.60-16 101-5200-443.60-16		10/2008 10/2008 * Total	142.91 409.28 552.19
10/22/2008	91074	STANGER, LARRY	fuel-training meals-training	101-4000-421.50-65 101-4000-421.50-75		10/2008 10/2008 * Total	28.00 90.14 118.14
10/22/2008	91075	STREICHER'S	city of inver grove hgts	101-4000-421.60-65		10/2008 * Total	123.52 123.52
10/22/2008	91078	TDS METROCOM	acct 6515540132 acct 6515540132	101-4000-421.50-20 101-4200-423.50-20 101-6000-451.50-20		10/2008 10/2008 10/2008 * Total	129.82 183.94 44.25 358.01
10/22/2008	91083	TWIN CITIES OCCUPATIONA	city of inver grove acct n261251001589	101-1100-413.30-50 101-1100-413.30-50		10/2008 10/2008 * Total	160.00 160.00 320.00

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10/22/2008	91085	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		10/2008 * Total	181.00 181.00
10/22/2008	91086	URS CORPORATION	city of inver grove hgts	101-5100-442.30-30		10/2008 * Total	5,485.00 5,485.00
10/22/2008	91094	XCEL ENERGY	acct 5164318574	101-5400-445.40-20		10/2008 * Total	114.67 114.67
10/22/2008	91095	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		10/2008 * Total	36.59 36.59
10/22/2008	91097	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		10/2008	150.45
			acct 5164318574	101-4200-423.40-20		10/2008	1,394.12
			acct 5164318574	101-4200-423.40-10		10/2008	132.66
			acct 5164318574	101-4200-423.40-20		10/2008	1,038.58
						* Total	2,715.81
				99 Checks	** Fund Total		304,428.64
10/22/2008	90994	ENSEMBLE CREATIVE & MAR	city of inver grove hgts	201-1600-465.50-25		10/2008 * Total	13,117.36 13,117.36
10/22/2008	91037	MN ASSOC OF CONVENTION	acct 10266-inver grove ht	201-1600-465.50-70		10/2008 * Total	355.00 355.00
10/22/2008	91058	POST BULLETIN COMPANY,L	acct 651451226600	201-1600-465.30-70		10/2008 * Total	2,150.00 2,150.00
10/15/2008	90885	FEDERAL SIGNAL CORPORAT	acct 4502	401-4000-421.80-80		10/2008 * Total	13,454.58 13,454.58
				3 Checks	** Fund Total		15,622.36
10/15/2008	90882	EAGAN, CITY OF	city of inver grove	403-0000-207.05-00		10/2008 * Total	7,620.00 7,620.00
10/15/2008	90907	METROPOLITAN COUNCIL EN	city of inver grove hgts	404-0000-217.00-00		10/2008 * Total	9,125.00 9,125.00
				1 Checks	** Fund Total		7,620.00
10/22/2008	90968	BARR ENGINEERING COMPAN	city of inver grove hgts	408-5900-708.30-30		10/2008 * Total	1,697.00 1,697.00
				1 Checks	** Fund Total		1,697.00
10/15/2008	90953	WSB & ASSOCIATES, INC.	city of inver grove	421-5912-721.30-30	0112	10/2008 * Total	420.00 420.00

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10/22/2008	90963	AMERICAN ENGINEERING TE	cust inv001	421-5912-721.30-34	0112	10/2008 * Total	8,423.00 8,423.00
				2 Checks	** Fund Total		8,843.00
10/15/2008	90856	AMERICAN ENGINEERING TE	acct inv001	423-5903-723.30-34	0303	10/2008 * Total	3,691.30 3,691.30
10/15/2008	90899	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	423-5903-723.30-30	0303	10/2008 * Total	7,386.89 7,386.89
10/22/2008	90985	DAHN CONSTRUCTION	south sewer improvements	423-5903-723.80-30	0303	10/2008 * Total	502,199.66 502,199.66
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	423-5903-723.30-42	0303	10/2008 * Total	5,815.74 5,815.74
				4 Checks	** Fund Total		519,093.59
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	425-5906-725.30-42	0506	10/2008	162.00
			Client 81000E	425-5922-725.30-42	0522	10/2008 * Total	481.10 643.10
				1 Checks	** Fund Total		643.10
10/15/2008	90899	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	427-5917-727.30-30	0717	10/2008 * Total	12,264.74 12,264.74
				1 Checks	** Fund Total		12,264.74
10/15/2008	90861	BARR ENGINEERING COMPAN	city of inver grove hgts	428-5910-728.30-30	0810	10/2008 * Total	1,257.25 1,257.25
10/15/2008	90899	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	428-5910-728.30-30	0810	10/2008 * Total	1,623.11 2,265.75 3,888.86
10/15/2008	90901	KRECH, O'BRIEN, MUELLER	city of inver grove	428-5918-728.30-70	0818	10/2008 * Total	27,500.00 27,500.00
10/15/2008	90935	SPORT RESOURCE GROUP IN	cust id igh	428-5920-728.80-30	0820	10/2008 * Total	30,256.65 30,256.65
10/15/2008	90937	STEVENS ENGINEERS INC	city of inver grove hgts	428-5906-728.30-30	0806	10/2008 * Total	411.20 411.20
10/15/2008	90953	WSB & ASSOCIATES, INC.	city of inver grove	428-5913-728.30-30	0813	10/2008 * Total	12,754.18 12,754.18
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	428-5910-728.30-42	0810	10/2008 * Total	4,500.85 4,500.85
10/22/2008	91063	REED BUSINESS INFORMATI	acct 821155	428-5910-728.50-25	0810	10/2008	219.96

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10/22/2008	91063	REED BUSINESS INFORMATI	acct 821155	428-5910-728.50-25	0810	10/2008	219.96
			acct 821155	428-5910-728.50-25	0810	10/2008	219.96
					*	Total	659.88
10/15/2008	90884	EMMONS & OLIVIER RESOUR	city of inver grove	429-5901-729.30-30	0901	10/2008	1,224.48
					*	Total	1,224.48
10/15/2008	90938	STONEBROOKE ENGINEERING	city of inver grove	429-5901-729.30-30	0901	10/2008	12,183.73
					*	Total	12,183.73
10/15/2008	90953	WSB & ASSOCIATES, INC.	city of inver grove	429-5901-729.30-30	0901	10/2008	201.00
					*	Total	201.00
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	429-5901-729.30-42	0901	10/2008	1,531.50
					*	Total	1,531.50
					**	Fund Total	15,140.71
10/15/2008	90856	AMERICAN ENGINEERING TE	acct inv001	440-5900-740.30-34	0809H	10/2008	438.55
					*	Total	438.55
10/15/2008	90889	GOODPOINTE TECHNOLOGY C	city of inver grove hgts	440-5900-740.30-30	0809D	10/2008	5,640.00
			city of inver grove hgts	440-5900-740.30-30	0809D	10/2008	528.75
					*	Total	6,168.75
10/15/2008	90912	MN DEPT OF TRANSPORTATI	cust 1298	440-5900-740.30-34	0809D	10/2008	543.63
					*	Total	543.63
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	440-5900-740.30-42	0809D	10/2008	107.90
					*	Total	107.90
					**	Fund Total	7,258.83
10/15/2008	90953	WSB & ASSOCIATES, INC.	city of inver grove	441-5900-741.30-30		10/2008	1,001.00
					*	Total	1,001.00
10/22/2008	91000	GERTENS	cust 103566	441-5900-741.60-65		10/2008	4,612.91
					*	Total	4,612.91
					**	Fund Total	5,613.91
10/15/2008	90863	BOLTON & MENK, INC.	city of inver grove hgts	446-5915-746.30-30	0315A	10/2008	4,755.00
			city of inver grove hgts	446-5915-746.30-30	0315	10/2008	43,136.52
					*	Total	47,891.52
10/15/2008	90884	EMMONS & OLIVIER RESOUR	city of inver grove	446-5915-746.30-30	0315A	10/2008	245.00
					*	Total	245.00
10/22/2008	90964	AMES CONSTRUCTION INC	northwest trunk improvem	446-5915-746.80-30	0315	10/2008	930,262.99
					*	Total	930,262.99

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10/22/2008	90993	EMMONS & OLIVIER RESOUR	city of inver grove hgts	446-5905-746.30-30	0705	10/2008	14,512.72
			city of inver grove hgts	446-5905-746.30-30	0705	10/2008	6,644.13
						* Total	21,156.85
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	446-5915-746.30-42	0315	10/2008	2,608.30
						* Total	2,608.30
				5 Checks	** Fund Total		1,002,164.66
10/15/2008	90880	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		10/2008	8.78
						* Total	8.78
10/15/2008	90944	TRACTOR SUPPLY CREDIT P	acct 60353012000183679	501-7100-512.60-16		10/2008	138.93
						* Total	138.93
10/15/2008	90953	WSB & ASSOCIATES, INC.	city of inver grove hgts	501-7100-512.30-30		10/2008	1,963.00
						* Total	1,963.00
10/22/2008	90958	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		10/2008	9.04
			cust 1126	501-7100-512.60-16		10/2008	44.39
			cust 1126	501-7100-512.60-16		10/2008	4.43
			cust 1126	501-7100-512.60-16		10/2008	12.78
			cust 1126	501-7100-512.60-16		10/2008	19.03
						* Total	89.67
10/22/2008	90966	AUTOMATIC SYSTEMS CO.	cust inve01	501-7100-512.40-42		10/2008	264.30
						* Total	264.30
10/22/2008	90982	CONTINENTAL SAFETY EQUI	cust 534	501-7100-512.60-65		10/2008	48.41
						* Total	48.41
10/22/2008	90989	DANNER LANDSCAPING	cit of inver grove	501-7100-512.60-16		10/2008	10.65
						* Total	10.65
10/22/2008	91000	GERTENS	cust 103566	501-7100-512.60-16		10/2008	7.50
			cust 103566	501-7100-512.60-16		10/2008	20.77
			cust 103566	501-7100-512.60-16		10/2008	6.00
						* Total	34.27
10/22/2008	91007	HAWKINS, INC.	acct 108816	501-7100-512.60-19		10/2008	4,260.96
			cust 108816	501-7100-512.60-19		10/2008	579.00
						* Total	4,839.96
10/22/2008	91042	MN PIPE & EQUIPMENT	acct 2195	501-7100-512.60-16		10/2008	270.11
			acct 2195	501-7100-512.60-16		10/2008	382.34
			acct 2195	501-7100-512.60-16		10/2008	261.44
						* Total	331.01
10/22/2008	91052	ONE CALL CONCEPTS INC	acct cinght1	501-7100-512.30-70		10/2008	748.20
						* Total	748.20
10/22/2008	91078	TDS METROCOM	acct 6515540132	501-7100-512.50-20		10/2008	267.69
						* Total	267.69

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10/22/2008	91081	TKDA	city of inver grove hgts	501-7100-512.30-70		10/2008 * Total	1,195.37 1,195.37
10/22/2008	91084	TWIN CITY WATER CLINIC	city of inver grove	501-7100-512.30-70		10/2008 * Total	440.00 440.00
10/22/2008	91096	XCEL ENERGY	acct 5160987097 acct 5160987097	501-7100-512.40-10 501-7100-512.40-20		10/2008 10/2008 * Total	927.35 22,765.66 23,693.01
10/15/2008	90876	DAKOTA CTY TREASURER	city of inver grove	502-0000-207.01-00	** Fund Total	10/2008 * Total	120.00 120.00
10/22/2008	90975	CARQUEST OF ROSEMOUNT	cust 614420 cust 614420	502-7200-514.40-42 502-7200-514.40-42		10/2008 10/2008 * Total	54.14 33.86 88.00
10/22/2008	90990	DEBOER, MARK	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2008 * Total	42.63 42.63
10/22/2008	91004	GRAYBAR	acct 101705	502-7200-514.40-42		10/2008 * Total	75.02 75.02
10/22/2008	91010	HOLMAN, SANDRA	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2008 * Total	41.96 41.96
10/22/2008	91011	HOME TITLE, INC.	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2008 * Total	34.03 34.03
10/22/2008	91045	MTI DISTRIBUTING CO	acct 91180	502-7200-514.40-42		10/2008 * Total	41.76 41.76
10/22/2008	91082	TOTAL CONSTRUCTION & EQ	city of inver grove city of inver grove	502-7200-514.40-42 502-7200-514.40-42		10/2008 10/2008 * Total	102.14 931.90 1,034.04
10/22/2008	91091	WELLS FARGO BANK NA	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2008 * Total	104.91 104.91
10/22/2008	91096	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		10/2008 * Total	196.20 196.20
10/15/2008	90853	ACE PAINT & HARDWARE	acct 1126 acct 1126	503-8500-526.40-40 503-8500-526.60-65	** Fund Total	10/2008 10/2008 * Total	1,778.55 13.83 7.44 21.27
10/15/2008	90855	ALL STAR PRO GOLF, INC.	acct 210365	503-8200-523.76-30		10/2008 * Total	58.43 58.43

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10/15/2008	90858	ARCTIC GLACIER, INC.	acct 1726134 acct 1726134	503-8300-524.60-65 503-8300-524.60-65		10/2008 10/2008 * Total	76.04 70.68 146.72
10/15/2008	90859	ASPEN EQUIPMENT	inver wood golf course inver wood golf course inver wood golf course inver wood golf course	503-8600-527.40-65 503-8600-527.40-65 503-8600-527.40-65 503-8600-527.40-65		10/2008 10/2008 10/2008 10/2008 * Total	48.75 16.25 65.00 32.50 169.00
10/15/2008	90867	COCA COLA BOTTLING COMP	acct 3079049	503-8300-524.76-10		10/2008 * Total	367.08 367.08
10/15/2008	90868	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		10/2008 * Total	200.20 200.20
10/15/2008	90891	GRAINGER	acct 855256939	503-8100-522.40-42		10/2008 * Total	170.14 170.14
10/15/2008	90892	GRANDMA'S BAKERY	acct 24400 acct 24400 acct 24400 acct 24400 acct 24400 acct 24400	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		10/2008 10/2008 10/2008 10/2008 10/2008 10/2008 * Total	33.84 24.28 39.38 31.83 26.41 26.37 36.61 218.72
10/15/2008	90896	HEGGIES PIZZA	acct 1200307	503-8300-524.76-05		10/2008 * Total	67.40 67.40
10/15/2008	90921	PERFORMANCE DRAFT BEER	inverwood golf course	503-8300-524.40-42		10/2008 * Total	30.00 30.00
10/22/2008	90958	ACE PAINT & HARDWARE	acct 1126	503-8600-527.40-40		10/2008 * Total	3.93- 3.93-
10/22/2008	90979	COCA COLA BOTTLING COMP	outlet 3079049	503-8300-524.76-10		10/2008 * Total	226.84 226.84
10/22/2008	90983	COPY RIGHT	inverwood golf course	503-8000-521.50-30		10/2008 * Total	113.52 113.52
10/22/2008	90987	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		10/2008 * Total	150.53 150.53
10/22/2008	90997	G & K SERVICES	acct 0157401 acct 0157401	503-8600-527.60-45 503-8600-527.60-45		10/2008 10/2008 * Total	56.81 51.55 108.36
10/22/2008	90998	GARY'S PEST CONTROL	inverwood golf course	503-8500-526.40-40		10/2008 * Total	69.86 69.86

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10/22/2008	91002	GRAINGER	acct 855256939	503-8500-526.60-65		10/2008 * Total	61.21 61.21
10/22/2008	91003	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		10/2008	42.15
			acct 24400	503-8300-524.76-05		10/2008	39.38
			acct 24400	503-8300-524.76-05		10/2008	36.61
			acct 24400	503-8300-524.76-05		10/2008	31.00
						* Total	149.14
10/22/2008	91024	LENTNER, GLEN	napa - cable fw society - weather cae	503-8600-527.40-42 503-8600-527.60-10		10/2008 * Total	14.72 20.18 34.90
10/22/2008	91030	LOWE'S	acct 99006764080	503-8500-526.60-65		10/2008 * Total	15.95 15.95
10/22/2008	91077	TDS METROCOM	acct 6514573667	503-8500-526.50-20		10/2008 * Total	281.00 281.00
10/22/2008	91087	US FOODSERVICE	acct 481459	503-8300-524.60-65		10/2008	73.08
			acct 481459	503-8300-524.76-05		10/2008	207.42
						* Total	280.50
10/22/2008	91098	YOCUM OIL COMPANY, INC.	acct 506975	503-8600-527.60-21		10/2008	1,566.07
			acct 506975	503-8600-527.60-21		10/2008	1,830.77
			acct 506975	503-8600-527.60-21		10/2008	1,373.31
						* Total	4,770.15
						** Fund Total	7,706.99
10/15/2008	90866	CHAMPIONSHIP PRODUCTS	igh parks & rec	504-6100-452.60-45	R40140	10/2008 * Total	295.70 295.70
10/15/2008	90872	CROWN TROPHY	city of inver grove	504-6100-452.60-09	R40950	10/2008 * Total	41.10 41.10
10/15/2008	90875	DAHLQUIST, LOIS	not able to participate	504-0000-347.00-00	R20100	10/2008 * Total	15.00 15.00
10/15/2008	90911	MN DEPT OF EMPLOYMENT &	city of inver grove hgts	504-6100-452.20-70	R90100	10/2008 * Total	29.10 29.10
10/15/2008	90913	MN PREVENTION RESOURCE	cust c0054745	504-6100-452.60-09	R90100	10/2008 * Total	22.00 22.00
10/15/2008	90917	OLD WORLD PIZZA	the grove	504-6100-452.60-09	R20680	10/2008	230.78
			the grove	504-6100-452.60-09	R40100	10/2008	88.59
			the grove	504-6100-452.60-09	R90100	10/2008	45.00
						* Total	364.37
10/15/2008	90920	PEDERSEN, JESSICA	class canceled	504-0000-347.00-00	R41050	10/2008 * Total	58.00 58.00

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10/15/2008	90929	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R40140	10/2008 * Total	39.70 39.70
10/15/2008	90934	SOUTH ST PAUL UMPIRES A	city of inver grove hgts	504-6100-452.30-70	R50150	10/2008 * Total	810.00 810.00
10/15/2008	90941	THOMPSON, NICK	subway/movie gift cards	504-6100-452.60-09	R90100	10/2008 * Total	151.25 151.25
10/22/2008	90977	CHRISTIANSON, TONY	adult softball	504-0000-228.01-00		10/2008 * Total	50.00 50.00
10/22/2008	90984	CORNIEA, RYAN	adult softball	504-0000-228.01-00		10/2008 * Total	50.00 50.00
10/22/2008	90995	FOUTS, JOHN	unable to attend class	504-0000-347.00-00	R20450	10/2008 * Total	20.00 20.00
10/22/2008	91001	GOETTI, AMY	league champion co rec	504-6100-452.60-09	R50100	10/2008 * Total	120.00 120.00
10/22/2008	91015	INVER GROVE STORAGE & R	boo bash	504-6100-452.40-65	R30400	10/2008 * Total	133.43 133.43
10/22/2008	91016	IVERSON, TANYA	class canceled	504-0000-347.00-00	R20450	10/2008 * Total	16.00 16.00
10/22/2008	91031	MCALPINE, THOMAS	league champion-thur lowe	504-6100-452.60-09	R50100	10/2008 * Total	120.00 120.00
10/22/2008	91036	MITCHELL, JULIE	original ck 86959	504-0000-347.00-00	R40100	10/2008 * Total	4.00 4.00
10/22/2008	91043	MRPA	inver grove hgts women vb	504-6100-452.50-70	R50250	10/2008 * Total	204.00 204.00
10/22/2008	91044	MRPA	inver grove hgts coed vb	504-6100-452.50-70	R50280	10/2008 * Total	221.00 221.00
10/22/2008	91050	O'BRIEN, CHRISTINE	class canceled	504-0000-347.00-00	R20450	10/2008 * Total	8.00 8.00
10/22/2008	91054	PETERSEN, TRACY	portable pa/mini wheel	504-6100-452.60-40	R90100	10/2008 * Total	323.11 323.11
10/22/2008	91060	PRECISION DATA SYSTEMS	vmcc P & R lthe envelopes	504-6100-452.50-30	R90100	10/2008 * Total	540.02 540.02
10/22/2008	91079	THOMPSON, NICK	snacks for spark program	504-6100-452.60-09	R20100	10/2008 * Total	51.47 51.47
10/22/2008	91080	THOMPSON, NICK	original 89384 original 89497	504-6100-452.50-70 504-6100-452.50-90	R40300 R20120	10/2008 10/2008	63.00 48.00

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10/22/2008	91080	THOMPSON, NICK	original 89497	504-6100-452.60-09	R41000	10/2008 * Total	10.79 121.79
				25 Checks	** Fund Total		3,809.04
10/09/2008	90850	RIVER HEIGHTS CHAMBER O	acct 5647	505-6200-453.60-65	C91000	10/2008 * Total	45.00 45.00
10/15/2008	90857	APEC	veterans memorial	505-6200-453.60-16	C25000	10/2008 * Total	700.61 700.61
10/15/2008	90866	CHAMPIONSHIP PRODUCTS	igh parks & rec	505-6200-453.60-45	C65100	10/2008 * Total	17.00- 17.00-
10/15/2008	90869	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	10/2008 * Total	74.95 74.95
10/15/2008	90886	FELDMAN, JULIE	city of inver grove hgts	505-6200-453.20-40	C70000	10/2008 * Total	158.67 158.67
10/15/2008	90887	GARCIA, LAURA	city of inver grove hgts	505-6200-453.20-40	C70000	10/2008 * Total	611.03 611.03
10/15/2008	90888	GARDNER-MUELLER, GAYLE	city of inver grove hgts	505-6200-453.20-40	C70000	10/2008 * Total	116.76 116.76
10/15/2008	90897	ILLETCHKO, MARY	city of inver grove hgts	505-6200-453.20-40	C70000	10/2008 * Total	9.44 9.44
10/15/2008	90900	KLOSE, JOLEEN	city of inver grove hgts	505-6200-453.20-40	C70000	10/2008 * Total	7.73 7.73
10/15/2008	90905	MAXIMUM SOLUTIONS	city of inver grove hgts	505-6200-453.80-62	C10000	10/2008 * Total	3,200.00 3,200.00
10/15/2008	90906	MEAD, KARLA	city of inver grove hgts	505-6200-453.20-40	C70000	10/2008 * Total	53.18 53.18
10/15/2008	90911	MN DEPT OF EMPLOYMENT &	city of inver grove hgts	505-6200-453.20-70	C25000	10/2008 * Total	770.60 770.60
10/15/2008	90917	OLD WORLD PIZZA	the grove	505-6200-453.76-05	C16000	10/2008	797.82
			the grove	505-6200-453.60-65	C65100	10/2008 * Total	428.00 1,225.82
10/15/2008	90922	PETTY CASH - ATM	atm fees reimbursed	505-6200-453.70-44	C10000	10/2008 * Total	8.51 8.51
10/15/2008	90928	SAM'S CLUB	acct 77150900061606950	505-6200-453.60-65	C15500	10/2008	88.95
			acct 77150900061606950	505-6200-453.76-05	C16000	10/2008 * Total	221.11 310.06
10/15/2008	90929	SAM'S CLUB	acct 77150900065702540	505-6200-453.60-65	C65100	10/2008	40.75

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10/15/2008	90932	SCOTT TOWN SOFTWARE	city of inver grove hgts	505-6200-453.80-62	C10000	* Total	40.75
						10/2008 * Total	350.00
10/15/2008	90936	STERICYCLE INC	cust 2003272	505-6200-453.40-25	C10000	* Total	205.08
10/15/2008	90939	TAGTMEYER, ANN	city of inver grove hgts	505-6200-453.20-40	C70000	* Total	55.88
						10/2008 * Total	55.88
10/22/2008	90958	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C21000	* Total	2.56
						10/2008 * Total	2.56
10/22/2008	90959	ADVISORS MARKETING GROU	inver grove hgts parks	505-6200-453.60-65	C10100	* Total	3,890.40
						10/2008 * Total	3,890.40
10/22/2008	90961	AL'S COFFEE COMPANY	cust 2269	505-6200-453.60-65	C30100	* Total	86.41
						10/2008 * Total	86.41
10/22/2008	90980	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	* Total	178.60
						10/2008 * Total	178.60
10/22/2008	91002	GRAINGER	acct 806460150	505-6200-453.60-16	C21000	* Total	263.91
			acct 806460150	505-6200-453.60-16	C21000	* Total	106.15
						10/2008 * Total	370.06
10/22/2008	91007	HAWKINS, INC.	acct 108815	505-6200-453.60-15	C25000	* Total	1,492.50
			acct 108815	505-6200-453.60-15	C25000	* Total	563.12
						10/2008 * Total	2,055.62
10/22/2008	91014	IDEARC MEDIA CORP	acct 390001924527	505-6200-453.50-25	C91000	* Total	52.00
						10/2008 * Total	52.00
10/22/2008	91032	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C21000	* Total	25.42
			acct 30170270	505-6200-453.40-40	C25000	* Total	23.94
						10/2008 * Total	49.36
10/22/2008	91033	METRO GROUP INC, THE	acct inv33000	505-6200-453.60-16	C21000	* Total	2,180.39
						10/2008 * Total	2,180.39
10/22/2008	91046	NATIVITY CHURCH & SCHOO	original ck 89075	505-0000-352.27-00	C55000	* Total	45.00
						10/2008 * Total	45.00
10/22/2008	91056	PIONEER PRESS	acct 414398	505-6200-453.50-25	C91000	* Total	274.75
						10/2008 * Total	274.75
10/22/2008	91062	R & R SPECIALTIES OF WI	cust ighvet	505-6200-453.40-42	C21000	* Total	32.50
						10/2008 * Total	32.50
10/22/2008	91071	SKATETIME SCHOOL PROGRA	inver grove	505-6200-453.30-70	C65100	* Total	300.00
						10/2008 * Total	300.00

Prepared: 10/22/2008, 15:16:08
 Program: GM179L
 Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/22/2008	90975	CARQUEST OF ROSEMOUNT	cust 614420 cust 614420	603-5300-444.40-41 603-5300-444.40-41		10/2008 10/2008 * Total	85.71 14.47 1,061.67
10/22/2008	90981	COMPUTERIZED FLEET ANAL	city of inver grove hgts	603-5300-444.40-42		10/2008 * Total	1,495.00 1,495.00
10/22/2008	90991	DON PIEHL	city of inver grove hgts	603-5300-444.60-40		10/2008 * Total	246.97 246.97
10/22/2008	90992	EMERGENCY AUTOMOTIVE TE	inver grove hgts	603-5300-444.40-41		10/2008 * Total	130.94 130.94
10/22/2008	90999	GERLACH OUTDOOR POWER E	inver grove hgts	603-5300-444.40-41		10/2008 * Total	44.26 44.26
10/22/2008	91012	HOSE / CONVEYORS INC	inver grove hgts	603-5300-444.40-41		10/2008 * Total	9.37 9.37
10/22/2008	91019	KIMBALL MIDWEST	acct 222006	603-5300-444.60-12		10/2008 * Total	117.04 117.04
10/22/2008	91045	MTI DISTRIBUTING CO	cust 91180	603-5300-444.40-41		10/2008 * Total	789.63 789.63
10/22/2008	91049	NORTHLAND CHEMICAL CORP	cust 45025141	603-5300-444.60-12		10/2008 * Total	24.34 24.34
10/22/2008	91053	OXYGEN SERVICE COMPANY,	acct 04393	603-5300-444.60-12		10/2008 * Total	169.65 169.65
10/22/2008	91057	POMP'S TIRE SERVICE, IN	cust 4502557 cust 4502557 cust 4502557	603-0000-145.50-00 603-0000-145.50-00 603-5300-444.60-14		10/2008 10/2008 10/2008 * Total	798.75 149.91 434.56 1,383.22
10/22/2008	91065	ROAD RESCUE EMERGENCY V	city of inver grove hgts	603-5300-444.40-41		10/2008 * Total	213.51 213.51
10/22/2008	91067	SCHARBER & SONS	city of inver grove hgts city of inver grove	603-5300-444.40-41 603-5300-444.40-41		10/2008 10/2008 * Total	34.88 231.64 266.52
10/22/2008	91070	SHEL'S AUTO ELECTRIC	city of inver grove hgts	603-5300-444.40-41		10/2008 * Total	139.20 139.20
10/22/2008	91073	ST. JOSEPH EQUIPMENT, I	cust si0930 cust si0930	603-5300-444.40-41 603-5300-444.40-41		10/2008 10/2008 * Total	138.93 52.62 191.55
10/22/2008	91076	SWEEPER SERVICES	city of inver grove	603-5300-444.40-41		10/2008 * Total	1,156.23 1,156.23

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/22/2008	91089	VIKING INDUSTRIAL CENTE	city of inver grove	603-5300-444.40-40		10/2008 * Total	548.26 548.26
10/22/2008	91092	WESTERN PETROLEUM COMPA	city of inver grove	603-0000-145.50-00		10/2008	1,213.24
			city of inver grove	603-5300-444.40-40		10/2008	830.70
			city of inver grove	603-0000-145.50-00		10/2008 * Total	2,560.93 4,604.87
10/22/2008	91093	WHITAKER LINCOLN MERCUR	acct 4198	603-5300-444.40-41		10/2008 * Total	69.61 69.61
10/22/2008	91099	ZEE MEDICAL SERVICE	acct 696	603-5300-444.60-65		10/2008 * Total	145.98 145.98
10/15/2008	90870	COORDINATED BUSINESS SY	acct 4502512	604-2200-416.40-44	27 Checks ** Fund Total	10/2008 * Total	66.74 66.74
10/22/2008	91060	PRECISION DATA SYSTEMS	vmcc color printer cartrd	604-2200-416.60-10		10/2008 * Total	161.70 161.70
10/15/2008	90862	BETTS, BETH	city of inver grove hgts	605-3100-419.30-70	2 Checks ** Fund Total	10/2008 * Total	228.44 337.03
10/15/2008	90916	NS/I MECHANICAL CONTRAC	city of inver grove hgts	605-3100-419.40-40		10/2008 * Total	1,431.76 1,431.76
10/15/2008	90918	OLSSON ASSOCIATES	city of inver grove hgts	605-3100-419.30-32		10/2008 * Total	5,400.00 5,400.00
10/15/2008	90919	ONVOY INC	acc 001555726455	605-3100-419.50-20		10/2008 * Total	1,007.18 1,007.18
10/15/2008	90924	R & R CARPET SERVICE	city of inver grove hgts	605-3100-419.40-65		10/2008 * Total	124.50 124.50
10/22/2008	90972	BROTHERS MFG	city of inver grove hgts	605-3100-419.60-16		10/2008	298.09
			city of inver grove	605-3100-419.60-11		10/2008 * Total	259.97 558.06
10/22/2008	91040	MN DEPT OF LABOR & INDU	elevator id 06368pt00-01	605-3100-419.40-40		10/2008 * Total	100.00 100.00
10/22/2008	91078	TDS METROCOM	acct 6515540132	605-3100-419.50-20		10/2008 * Total	416.05 416.05
10/22/2008	91099	ZEE MEDICAL SERVICE	acct 701	605-3100-419.60-65		10/2008 * Total	135.45 135.45
					9 Checks ** Fund Total		9,510.03

Prepared: 10/22/2008, 15:16:08
 Program: GM179L
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/15/2008	90854	ADVANCED TECHNOLOGY SYS	cust id cityinver	606-1400-413.60-10		10/2008 * Total	79.88 79.88
10/15/2008	90865	CDW GOVERNMENT INC	acct 2394832	606-1400-413.40-49		10/2008 * Total	617.59 617.59
10/22/2008	91041	MN OFFICE OF ENTERPRISE	acct b00659	606-1400-413.30-70		10/2008 * Total	100.00 100.00
10/22/2008	91051	OFFICE OF ENTERPRISE TE	acct 200b00171	606-1400-413.30-75		10/2008 * Total	311.81 311.81
10/22/2008	91088	VERIZON WIRELESS	acct 2805815020001	606-1400-413.50-20		10/2008 * Total	32.07 32.07
				5 Checks	** Fund Total		1,141.35
10/13/2008	90851	WASHINGTON COUNTY SHERI	andrews nicholas johnson	702-0000-229.10-00		10/2008 * Total	300.00 300.00
10/15/2008	90874	CULLIGAN	acct 157984732428	702-0000-228.63-00		10/2008 * Total	52.30 52.30
10/15/2008	90884	EMMONS & OLIVIER RESOUR	city of inver grove	702-0000-228.22-00		10/2008	4,234.75
			city of inver grove	702-0000-230.25-00		10/2008	774.00
			city of inver grove	702-0000-230.38-00		10/2008	1,208.00
			city of inver grove hgts	702-0000-228.21-00		10/2008 * Total	1,959.80 8,176.55
10/15/2008	90925	RICHARD ALAN PRODUCTION	city of inver grove hgts	702-0000-230.72-00		10/2008 * Total	460.00 460.00
10/15/2008	90953	WSB & ASSOCIATES, INC.	city of inver grove	702-0000-228.22-00		10/2008	21,669.50
			city of inver grove	702-0000-228.21-00		10/2008	10,718.00
			city of inver grove	702-0000-230.38-00		10/2008 * Total	856.50 33,244.00
10/22/2008	90993	EMMONS & OLIVIER RESOUR	inver grove hgts	702-0000-228.21-00		10/2008	2,193.87
			inver grove hgts	702-0000-228.22-00		10/2008	8,088.60
			inver grove hgts	702-0000-230.38-00		10/2008 * Total	404.88 10,687.35
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	702-0000-228.75-00		10/2008	3,032.85
			client 81000E	702-0000-228.80-00		10/2008	868.00
			client 81000E	702-0000-229.35-00		10/2008	88.00
			client 81000E	702-0000-229.61-00		10/2008	454.00
			client 81000E	702-0000-230.25-00		10/2008	276.60
			client 81000E	702-0000-230.38-00		10/2008	2,016.65
			client 81000E	702-0000-230.42-00		10/2008 * Total	154.00 6,890.10
10/22/2008	91100	DAKOTA CTY SHERIFF'S DE	claudia garcia ruiz	702-0000-229.10-00		10/2008 * Total	500.00 500.00

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 10/22/2008, 15:16:08
Program: GMI79L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD / YEAR	AMOUNT
10/22/2008	91027	LEVANDER, GILLEN & MILL	client 81000E	703-5500-446.30-42	** Fund Total	10/2008 * Total	1,196.00 1,196.00
				8 Checks	** Fund Total		60,310.30
				1 Checks	** Fund Total		1,196.00
				296 Checks	*** Bank Total		2,229,397.89
				296 Checks	*** Grand Total		2,229,397.89

CITY OF INVER GROVE HEIGHTS REQUEST FOR COUNCIL ACTION

Certification of Delinquent Utility Bills

Meeting Date: October 27, 2008
Item Type: Consent
Contact: Angie Delgado 651.450.2520
Prepared by: Angie Delgado, Accounting Tech.
Reviewed by: Ann Lanoue, Finance Director



<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the resolution certifying delinquent unpaid water and sewer charges to the County to be collected with the other taxes on the property.

SUMMARY

It is our standard practice to certify unpaid, delinquent utility bills to the County to be levied against the respective properties for collection in one year. The City's Administrative Code, Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified to the County Auditor. Before such certification, delinquencies will be notified by mail of the amount due and the fact that the delinquency will be certified if not paid by October 10th. The certification shall include a charge of 8% of the delinquent bill to cover administrative handling, plus 8% interest on the unpaid balance.

Each delinquent account was mailed a notice stating that the amount unpaid would be certified as a one year assessment, payable in 2009. The unpaid balance would have 8% added as interest and 8% added as an administrative handling fee.

The delinquent notices are in addition to reminder notices of unpaid balances mailed monthly throughout the entire year. This procedure is consistent with past years.

The total amount certified is \$221,721.00. This amount includes the 8% administrative charge and 8% interest. In comparing this to prior years, we certified in 2007, \$243,488.00, in 2006, \$147,212.00, in 2005, \$117,002.00, in 2004, \$194,982.00.

Attached to this summary for your action is a resolution certifying unpaid delinquent water and sewer charges to the County Auditor to be collected with other taxes on said property.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

**RESOLUTION CERTIFYING UNPAID DELINQUENT WATER AND SEWER CHARGES TO
THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTY**

WHEREAS, City of Inver Grove Heights ordinances establish rules, rates and charges for water and sewer services, and

WHEREAS, the City's Administrative Code Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified each year to the County Auditor, and

WHEREAS, Minnesota Statutes 444.075 provides that all delinquent water and sewer charges not paid may be certified to the County Auditor with the taxes on such property, and

WHEREAS, each delinquent utility bill has been sent a delinquent notice and intent to certify, and

WHEREAS, an assessment roll will be prepared specifying the amount to be certified against each specific property.

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

1. There is hereby determined to be a total uncollected amount of delinquent water and/or sewer charges of \$ 221,721.00.
2. That such amount is hereby certified to the County Auditor for collection with other taxes on said properties.
3. That a copy of this resolution, together with the assessment roll, be sent to the Dakota County Auditor.

Adopted by the City Council of Inver Grove Heights this 27th day of October 2008.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Payment Voucher No. 4 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A SDT V

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Payment Voucher No. 4 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SUMMARY

The improvements were ordered as part of the 2008 Improvement Program. The contract was awarded in the amount of \$1,950,842.75 to Dahn Construction Co., LLC, on June 8, 2008 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

Change Order No. 1 is for additional tree removal and excavation required by Xcel Energy to relocate their power lines for an increase of \$65,147.50. Change Order No. 1 is funded from the project contingency fund. The revised contract amount is \$2,015,990.25.

The contractor has completed the work through October 15, 2008 in accordance with the contract plans and specifications. A five percent (5%) retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 1 in the amount of \$65,147.50 and Payment Voucher No. 4 in the amount of \$502,199.66 for work on City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SDT/kf

Attachments: Change Order No. 1
Payment Voucher No. 4

CHANGE ORDER NO. 1

Southern Sanitary Sewer Improvements
City Project # 2003-03

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 20, 2008
Contractor: Dahn Construction. 13135 Doyle Path East Rosemount, MN 55068	Engineer: Kimley –Horn and Associates

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:

The contract has been modified to include the following:

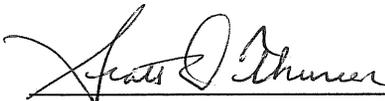
See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,950,842.75	Original Contract Time:
Previous Change Orders \$ 0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 1,950,842.75	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 65,147.50	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,015,990.25	Contract Time with Approved Change Orders
Recommended	Approved
By:  Mike Edwards, Senior Engineering Technician	By: _____ Dahn Construction

Approved By:

Approved By:

Date of Council Action



Scott D. Thureen,
Public Works Director

George Tourville, Mayor

October 27, 2008

Attachment to Change Order Number 1
City Project 2003-03

Contractor: Dahn Construction
13135 Doyle Path East
Rosemount, MN 55068

Project: Southern Sanitary Sewer System
City Project # 2003-03

Description of Changes:

1. Additional tree removal and excavation required by Xcel to relocate their power lines along the west side of Highway 52 between Clark Road and Briggs Drive. (Most of these items would have needed to be done during the Clark Road Extension Project)

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Mobilize Dozer and Excavator	EA	2	\$358.50	\$715.00
Clear and Grub trees	LS	1	\$14,080.00	\$14,080.00
Excavate and Remove Soils	CY	3850	\$10.05	\$38,692.50
Traffic control	LS	1	\$2,420.00	<u>\$2,420.00</u>
			Sub total	\$55,907.50

2. Additional tree removal required by Xcel to relocate their power lines along the east side of Highway 52 south of 10500 Courthouse Boulevard.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Clear and Grub trees	LS	1	\$9,240.00	<u>\$9,240.00</u>
			Sub total	\$9,240.00

Total of Change Order #1 \$65,147.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Steve W. Dodge, 651.450.2541
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT CS

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: 2003-15 Project Funds and Contingency Funds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SUMMARY

The improvements were ordered by the City Council on November 14, 2005. The contract was awarded to Ames Construction in the amount of \$9,537,706.15 on April 14, 2008. The total contract amount to date, which includes Change Order No. 1 in the amount of \$115,212.50, is \$9,652,918.65.

The contractor has completed portions of the work through September 30, 2008 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works recommends approval of contractor Pay Voucher No. 5 in the amount of \$930,262.99 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SD/kf
Pay Voucher No. 5

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 5
DATE: October 9, 2008
PERIOD ENDING: September 30, 2008
CONTRACT: Northwest Area Trunk Utility Improvements
PROJECT NO: 2003-15

TO: Ames Construction, Inc.
2000 Ames Drive
Burnsville, MN 55306

A. Original Contract Amount.....\$9,537,706.15
B. Total Addition (Change Order No. 1)\$115,212.50
C. Total Deductions\$
D. TOTAL CONTRACT AMOUNT\$9,652,918.65
E. TOTAL VALUE OF WORK TO DATE\$5,449,542.43
F. LESS RETAINED (5%).....\$272,477.12
G. Less Previous Payment\$4,246,802.32
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER\$930,262.99
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER\$5,177,065.31

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through September 30, 2008.

Signed by: 
Scott Thureen, Public Work Director

20 OCT 08
Date

Signed by: 
Kevin Klimmek, Ames Construction

10/16/08
Date

Signed by: _____
George Tourville, Mayor

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota County's 2009-2013 Capital Improvement Program

Meeting Date: October 27, 2008
Item Type: Regular
Contact: Steve D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SdT*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other:

PURPOSE/ACTION REQUESTED

Consider a resolution supporting Dakota County's draft 2009-2013 Capital Improvement Program (CIP).

SUMMARY

Annually, Dakota County prepares a five-year Capital Improvement Program based upon their needs and requests of the cities being impacted. Staff previously met with Dakota County staff to review the County's CIP. Subsequently, the County revised their CIP and has returned it to the City for consideration and approval.

Dakota County is requesting that City's pass a resolution supporting their five-year CIP. Listed on the attached resolution, are the projects identified in Dakota County's CIP. The projects shown and recommended are based on identified future needs. The projects would be advanced based on funding availability. Public Works has reviewed the projects as proposed and we recommend passage of the resolution as presented.

GJ/kf
Attachments: Resolution
Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION SUPPORTING DAKOTA COUNTY'S 2009-2013 CAPITAL IMPROVEMENT
PROGRAM (CIP)**

RESOLUTION NO. _____

WHEREAS, Dakota County has requested that the City of Inver Grove Heights provide a list of projects for inclusion in Dakota County's 2009-2013 Transportation Plan, and

WHEREAS, the following transportation projects are important to the City of Inver Grove Heights:

PROJECT

CSAH 24 – 66th Street – Bridge 5600 Removal
CSAH 56 – Concord Boulevard from Corcoran Path to South St. Paul border
CR 28 – 80th Street from T.H. 55/Argenta Trail to east of T.H. 3
CR 73 – Akron Avenue from Cliff Road (CSAH 32) to Rosemount border
CSAH 32 – Cliff Road from Rich Valley Boulevard (CSAH 71) to T.H. 52
CSAH 26 – 70th Street from Eagan border to Babcock Trail (CSAH 73)
Mississippi River Regional Trail (MRRT) in Inver Grove Heights

WHEREAS, the City of Inver Grove Heights will participate in these projects in accordance with applicable cost sharing policies,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS THAT:
The following projects be included in Dakota County's 2009-2013 Transportation CIP for construction in the years indicated:

CSAH 24 – 66 th Street – 5600 Bridge Removal (Dakota County project CP 24-05)	2009 – Bridge Removal
CSAH 56 – Chestnut to 66 th Street (City Project 2001-12) (Dakota County Project 56-07)	2009 Construction
CR 28 – 80 th St. from T.H. 55/Argenta Trail to T.H. 3 (City Project 2004-02) (Dakota County Project CP 28-29)	2009 Construction
CR 28 (80 th Street east of T.H. 3) (City Project 2008-05) (Dakota County Project CP 28-36)	2009 Design 2010 Right-of-Way 2011 Construction
CSAH 73 – Akron Ave. from Cliff Road (CSAH 32) to Rosemount border (City Project 2005-02) (Dakota County Project CP 73-18)	2010 Construction

CSAH 32 – Cliff Road from Rich Valley Blvd. (CSAH 71) to T.H. 52 (City Project 2005-03) (Dakota County Project CP 32-40)	2009 Study and Preliminary Design 2011 Design 2012 Right-of-Way 2013 Construction
CSAH 26 – 70 th St. from Eagan to T.H. 3 (So. Robert) (City Project 2010-02) (Dakota County Project 26-43)	2010 Design 2011 Right-of-Way 2012 Construction
CSAH 26 – 70 th St. from T.H. 3 (So. Robert) to CSAH 73 (Babcock Trail) (City Project 2010-01) (Dakota County Project 26-44)	2012 Design 2013 Right-of-Way
Mississippi River Regional Trail (MRRT) in Inver Grove Heights	2008-2012 Design 2008-2012 Construction

Adopted by the City Council of Inver Grove Heights this 27th day of October 2008.

AYES:

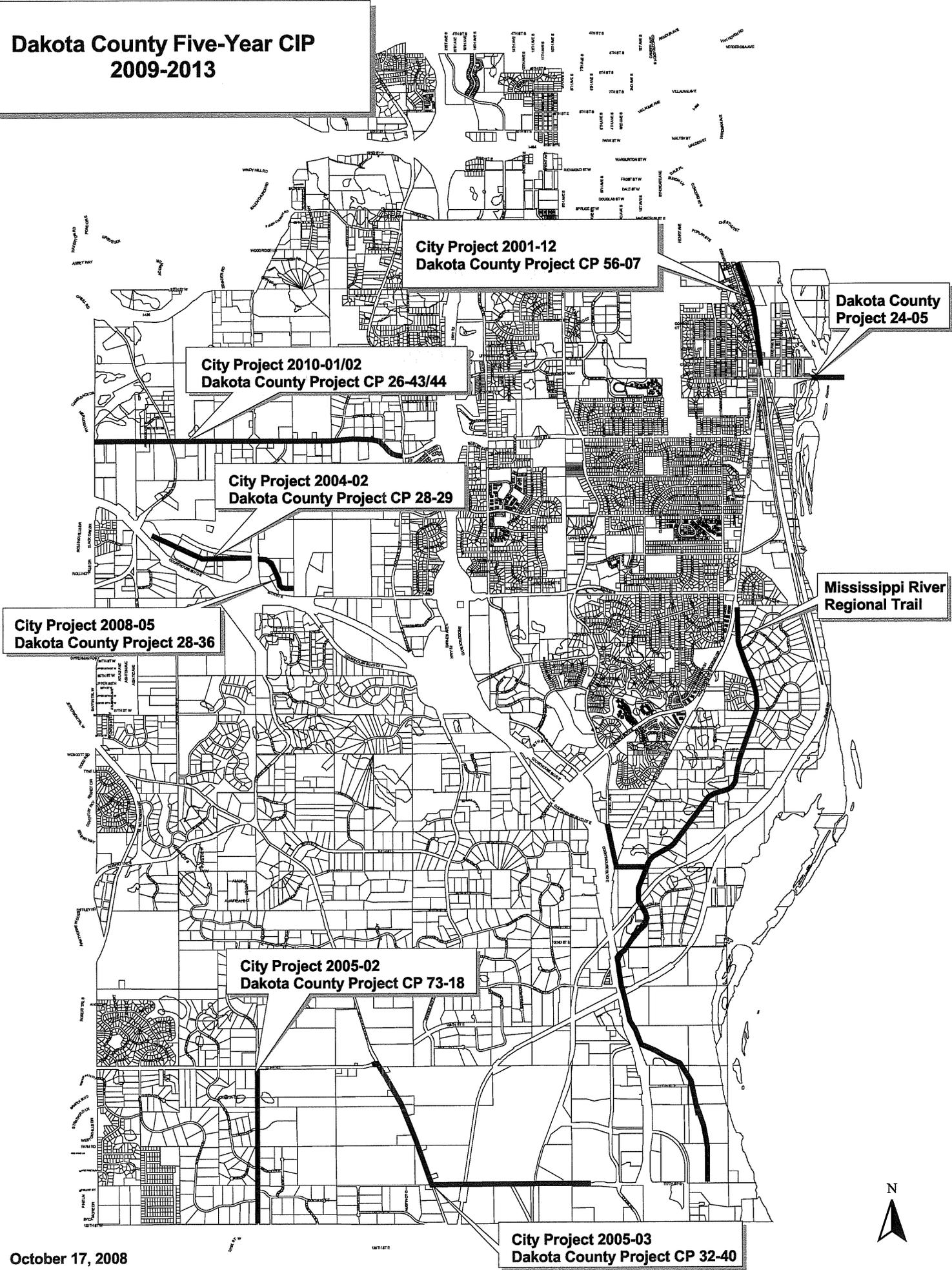
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

Dakota County Five-Year CIP 2009-2013



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Bid and Awarding Contract to S. M. Hentges & Sons, Inc. for City Project No. 2008-10 – T.H. 52 East Frontage Road Ravine Storm Water Pond Improvements

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Mn/DOT Cooperative Agreement Funds, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider a resolution accepting bid and awarding contract to S. M. Hentges & Sons, Inc. for City Project No. 2008-10 – T.H. 52 East Frontage Road Ravine Storm Water Pond Improvements.

SUMMARY

On October 21, 2008 bids were received and opened for this project. Twenty bids were received. I recommend approval of the resolution awarding the contract to the low bidder, S. M. Hentges & Sons, Inc. in the amount of \$425,563.47.

SDT/kf
 Attachments: Kimley-Horn Letter
 Bid Minutes
 Resolution



Kimley-Horn
and Associates, Inc.

October 22, 2008

Mr. Scott Thureen, P.E.
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

■
Suite 345N
2550 University Avenue West
St. Paul, Minnesota
55114

Re: Summary of Bids
Ravine Pond Improvements
City Project 2008-10

Dear Mr. Thureen:

At 9:00 a.m. Tuesday, October 21st, 2008, bids were received and opened for the above-referenced project. Bids were received from twenty (20) contractors and are as follows:

<u>Contractor</u>	<u>Total Bid</u>
S. M. Hentges & Sons, Inc.	\$ 425,563.47
Northwest Asphalt, Inc.	\$ 464,988.97
Nyen Excavating, Inc.	\$ 469,122.96
Danner, Inc.	\$ 476,032.80
Veit & Company, Inc.	\$ 484,353.10
Imperial Developers, Inc.	\$ 491,204.21
Landwehr Construction, Inc.	\$ 491,641.00
Doboszinski & Sons, Inc.	\$ 505,038.45
Ryan Contracting Co.	\$ 505,057.44
Frattalone Companies, Inc.	\$ 509,008.74
Lametti & Sons, Inc.	\$ 542,020.40
Kuechle Underground, Inc.	\$ 558,832.00
Dahn Construction Co. LLC	\$ 565,194.80
Nadeau Excavating, Inc.	\$ 566,848.00
Rachel Contracting, LLC	\$ 569,277.00
Burski Excavating, Inc.	\$ 575,797.00
Stocker Excavating, Inc.	\$ 594,552.00
Park Construction Co.	\$ 596,060.00
Carl Bolander & Sons Co.	\$ 605,353.00
Sunram Construction Inc.	\$ 705,200.84

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. 19 of the 20 bids

■
TEL 651 645 4197
FAX 651 645 5116



acknowledged the three (3) addenda that were issued for the project. Rachel Contracting did not acknowledge Bid Addendum No. 3 which changed the bid opening date from Friday, October 17th at 9:00 a.m. to Tuesday, October 21st at 9:00 a.m. The bid from Rachel Contracting was received at City Hall on Tuesday, October 21st at 8:46 a.m.

S.M Hentges & Sons, Inc. was read as the low bidder and their bid has been confirmed. There were several errors made amongst the other bidders, however none of the errors significantly affected the order of the bids. A copy of the bid tabulation for the project is enclosed for your information. All bid amounts shown on this letter and the attached bid tabulations are the corrected bid amounts.

Based on our review and tabulation of the bids received for this project, S.M. Hentges & Sons, Inc. is the responsible low bidder for the project.

We have also included a breakdown of the project costs in the Statement of Estimate Quantities format based on S.M. Hentges' bid. Please let us know if you need anything else.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Eric Fosmo", written in a cursive style.

Eric Fosmo, EIT

Enclosure: Bid Tabulation
Project Costs – SEQ Format

cc: File 160509009.3/2.1

**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening on October 21, 2008 at 9:00 a.m.

City Project No. 2008-10 – T.H. 52 East Frontage Road Ravine Storm Water Pond Improvements

Pursuant to an advertisement for bids for City Project 2008-10, an administrative meeting was held on October 21, 2008 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

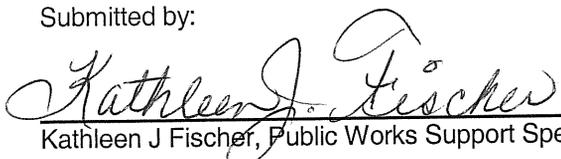
Jon Horn, Kimley-Horn and Associates, Inc.
Eric Fosmo, Kimley-Horn and Associates, Inc.
Kathleen J. Fischer, City of Inver Grove Heights
Ken Doboszanski, Doboszanski & Sons, Inc.
Bob Schaffler, Hancock Concrete Products
David B. Zettervall, Metro Erosion
Chad Hamann, Burski Excavating, Inc.
Courtney Pierre, Frattalone Companies, Inc.
Larry Johnson, Nadeau Excavating
Les Smith, Veit Co.
Lori O'Farrill, Park Construction

Mark Jay, Lametti & Sons, Inc.
Dave Lyste, Rachel Contracting
Paul Sidenkanz, Nyen Excavating
Jean Kukacka, Carl Bolander & Sons, Inc.
Jeff Fye, Dahn Construction
Ryan Sunram, Sunram Construction
Samantha Sautler, Imperial Developers
Al Sjoberg, Landwehr Construction Inc.
Sam Orderff, Ryan Contracting
Representative from Kuechle Underground, Inc.
Mike Arends, Royal Concrete

Bids were opened and read aloud as follows:

Bidder	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Base Bid
S. M. Hentges & Sons, Inc.	Yes	Yes	Yes	Yes	\$425,563.47
Northwest Asphalt, Inc.	Yes	Yes	Yes	Yes	\$464,988.97
Nyen Excavating, Inc.	Yes	Yes	Yes	Yes	\$469,122.96
Danner, Inc.	Yes	Yes	Yes	Yes	\$476,032.80
Veit & Company, Inc.	Yes	Yes	Yes	Yes	\$484,353.10
Imperial Developers, Inc.	Yes	Yes	Yes	Yes	\$491,204.21
Landwehr Construction, Inc.	Yes	Yes	Yes	Yes	\$491,641.00
Doboszanski & Sons, Inc.	Yes	Yes	Yes	Yes	\$505,038.45
Ryan Contracting	Yes	Yes	Yes	Yes	\$505,057.44
Frattalone Companies, Inc.	Yes	Yes	Yes	Yes	\$509,008.74
Lametti & Sons, Inc.	Yes	Yes	Yes	Yes	\$542,020.40
Kuechle Underground, Inc.	Yes	Yes	Yes	Yes	\$558,832.00
Dahn Construction	Yes	Yes	Yes	Yes	\$565,194.80
Nadeau Excavating, Inc.	Yes	Yes	Yes	Yes	\$566,848.00
Rachel Contracting	Yes	Yes	Yes	No	\$569,277.00
Burski Excavating, Inc.	Yes	Yes	Yes	Yes	\$575,797.00
Stocker Excavating	Yes	Yes	Yes	Yes	\$594,552.00
Park Construction Co.	Yes	Yes	Yes	Yes	\$596,060.00
Carl Bolander & Sons	Yes	Yes	Yes	Yes	\$605,353.00
Sunram Construction, Inc.	Yes	Yes	Yes	Yes	\$705,200.84

Submitted by:


Kathleen J Fischer, Public Works Support Specialist

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

**RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO S.M. HENTGES & SONS, INC. FOR CITY
PROJECT NO. 2008-10 – T.H. 52 EAST FRONTAGE ROAD RAVINE STORM WATER POND
IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2008-10, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Bidder	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Base Bid
S. M. Hentges & Sons, Inc.	Yes	Yes	Yes	Yes	\$425,563.47
Northwest Asphalt, Inc.	Yes	Yes	Yes	Yes	\$464,988.97
Nyen Excavating, Inc.	Yes	Yes	Yes	Yes	\$469,122.96
Danner, Inc.	Yes	Yes	Yes	Yes	\$476,032.80
Veit & Company, Inc.	Yes	Yes	Yes	Yes	\$484,353.10
Imperial Developers, Inc.	Yes	Yes	Yes	Yes	\$491,204.21
Landwehr Construction, Inc.	Yes	Yes	Yes	Yes	\$491,641.00
Doboszanski & Sons, Inc.	Yes	Yes	Yes	Yes	\$505,038.45
Ryan Contracting	Yes	Yes	Yes	Yes	\$505,057.44
Frattalone Companies, Inc.	Yes	Yes	Yes	Yes	\$509,008.74
Lametti & Sons, Inc.	Yes	Yes	Yes	Yes	\$542,020.40
Kuechle Underground, Inc.	Yes	Yes	Yes	Yes	\$558,832.00
Dahn Construction	Yes	Yes	Yes	Yes	\$565,194.80
Nadeau Excavating, Inc.	Yes	Yes	Yes	Yes	\$566,848.00
Rachel Contracting	Yes	Yes	Yes	No	\$569,277.00
Burski Excavating, Inc.	Yes	Yes	Yes	Yes	\$575,797.00
Stocker Excavating	Yes	Yes	Yes	Yes	\$594,552.00
Park Construction Co.	Yes	Yes	Yes	Yes	\$596,060.00
Carl Bolander & Sons	Yes	Yes	Yes	Yes	\$605,353.00
Sunram Construction, Inc.	Yes	Yes	Yes	Yes	\$705,200.84

WHEREAS, S. M. Hentges & Sons, Inc., is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with S. M. Hentges & Sons, Inc., in the name of the City of Inver Grove Heights, for City Project No. 2008-10 – T.H. 52 East Frontage Road Ravine Storm Water Pond Improvements.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. City Project No. 2008-10 shall be funded from Mn/DOT Cooperative Agreement Funds and the Closed Bond Fund.

Adopted by the City Council of Inver Grove Heights this 27th day of October 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheau, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MGT DEVELOPMENT; Consider the following action for property located on the north side of Highway 55 and west of Highway 3;

Meeting Date: October 27, 2008
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | New FTE requested – N/A |
| <input type="checkbox"/> | Other |

PURPOSE/ACTION REQUESTED

- a) Consider a Resolution approving an amendment to the Argenta Trail Planned Unit Development allowing a solid fence along the south side of temporary Argenta Trail
- Requires 3/5th's vote.
 - 60-day deadline: N/A

SUMMARY

The City Council approved Resolution #08-33 on February 11, 2008 which approved the design of the temporary Argenta Trail.

MGT Development has been working with the abutting property owner, the Strehle's on providing screening along the south side of the road. MGT is proposing to construct an eight (8) foot tall solid cedar wood fence of approximately 300 lineal feet as shown on the attached site plan. The original approval of the plat and PUD allowed the City Council to approve the final design of the temporary roadway. Screening of the roadway could not be finalized until the roadway was actually constructed and the areas needing screening revealed. This request is essentially a fine tuning of the original approval.

Planning Department: Recommends approval of the Plat and PUD amendment.

Attachments: Resolution approving the Plat and PUD Amendment
 Resolution #08-33 approving the design of Temporary Argenta Trail
 Proposed Fencing Plan

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

RESOLUTION NO. 08-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE TEMPORARY ARGENTA TRAIL CONNECTION FOR THE PRELIMINARY PLAT AND PRELIMINARY PUD OF ARGENTA HILLS, LOCATED AT THE NORTHWEST CORNER OF HWY 55 AND HWY 3 TO ALLOW SCREEN FENCING ALONG THE SOUTH SIDE.

**CASE NO. 07-38PUD
(MGT Properties)**

WHEREAS, on January 28, 2008, the City Council reaffirmed their approval of the Preliminary Plat of Argenta Hills with a modification to Condition #23 of Resolution #07-201 relating to the construction of the temporary Argenta Trail connection; the revised condition #23 reads as follows: A temporary street connection between the proposed CSAH 28 to the existing Argenta Trail is not required to be constructed by the developer as part of the plat approval; provided, however, the developer may construct such connection and may include such connection as part of the final PUD Development Plans subject to the Council's approval of the design criteria and design parameters for the temporary roadway and for the connection of the temporary roadway at the intersection of Argenta Trail and for the intersection improvements.

WHEREAS, on February 11, 2008, the City Council approved Resolution #08-33 which approved the intersection geometrics of the temporary Argenta Trail;

WHEREAS, MGT Development is requesting a modification to the approved design to allow an eight (8) foot high solid wood fence of approximately 300 lineal feet on the south side of temporary Argenta Trail to provide screening to the residence to the south;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Argenta Hills Preliminary Plat and Preliminary PUD Development Plan street layout and design inclusive of the temporary roadway connection between Argenta Trail

and future Dakota County Road 28, are modified to allow the screen fencing as depicted on the fence drawing dated 10/08/08 attached to this resolution and on file with the Planning Department.

Passed this 27th day of October, 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. 08-33

A RESOLUTION APPROVING THE INTERSECTION GEOMETRICS OF THE TEMPORARY ARGENTA TRAIL CONNECTION FOR THE PRELIMINARY PLAT OF ARGENTA HILLS, A SEVEN (7) LOT AND SEVEN (7) OUTLOT PLAT LOCATED AT THE NORTHWEST CORNER OF HWY 55 AND HWY 3.

**CASE NO. 07-38PUD
(MGT Properties)**

WHEREAS, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission on September 18 and October 16, 2007;

WHEREAS, on October 22, 2007, the City Council reviewed the request and approved the Preliminary Plat with 46 conditions as Resolution #07-201;

WHEREAS, on January 28, 2008, the City Council reaffirmed their approval of the Preliminary Plat of Argenta Hills with a modification to Condition #23 of Resolution #07-201 relating to the construction of the temporary Argenta Trail connection; the revised condition #23 reads as follows: A temporary street connection between the proposed CSAH 28 to the existing Argenta Trail is not required to be constructed by the developer as part of the plat approval; provided, however, the developer may construct such connection and may include such connection as part of the final PUD Development Plans subject to the Council's approval of the design criteria and design parameters for the temporary roadway and for the connection of the temporary roadway at the intersection of Argenta Trail and for the intersection improvements.

WHEREAS, pursuant to Condition #23, the developer is requesting the City Council to approve the street layout for Argenta Hills inclusive of the temporary roadway connection between Argenta Trail and future Co. Rd. 28;

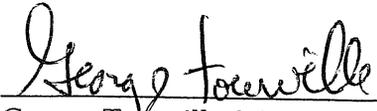
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Argenta Hills Preliminary Plat and Preliminary PUD Development Plan street layout and design inclusive of the temporary roadway connection between Argenta Trail and future Dakota County Road 28, as depicted on the attached URS Plan Sheet Nos. C14.1 through C14.3 is hereby preliminarily approved and incorporated into and made a part of the approvals previously passed by the City Council in Resolution No. 07-201, of October 22, 2007, and Resolution No. 08-28, of January 28, 2008; This preliminary approval is subject to final plat approval and final PUD Development Plan approval.

Developer shall continue to use good faith efforts to obtain the necessary right-of-way and the approval of Dakota County to locate the intersection of the temporary road with Argenta Trail at a location that will allow full directional access. Exploring such an alternate intersection location shall be subject to the economic feasibility, timeliness and the functionality of the intersection and roadway. If by April 15, 2008, the Developer has obtained written commitments satisfactory to the Developer to secure such right-of-way and has the approval of Dakota County and the City for the alternate intersection location, then the Developer shall connect the temporary roadway to the alternate intersection location; otherwise the location of the intersection shall be as depicted on the attached URS Plan Sheet Nos. C 14.1 through C 14.3 as preliminary approval above. Up to April 18, 2008, the Developer shall inform the City Administrator every two weeks on the status of the Developer obtaining right-of-way for the alternate intersection.

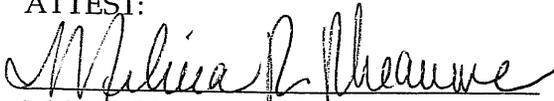
Passed this 11th day of February, 2008.

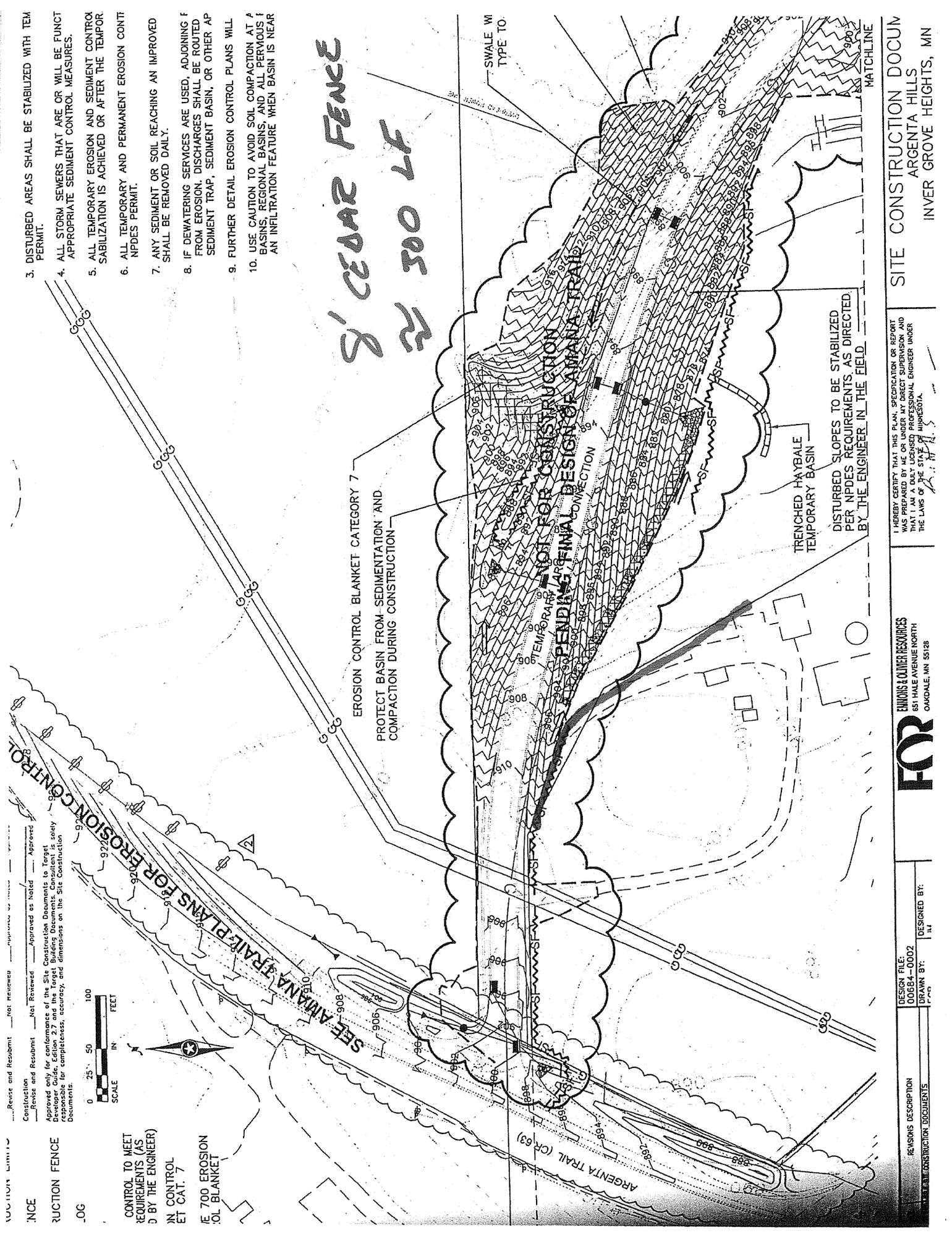
AYES: 4 (Grannis, Klein, Madden, Tourville)

NAYS: 1 (Piekarski Krech)


George Tourville, Mayor

ATTEST:


Melissa Rheaume, Deputy Clerk



3. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY EROSION CONTROL MEASURES.
4. ALL STORM SEWERS THAT ARE OR WILL BE FUNCTIONING SHALL BE PROTECTED WITH APPROPRIATE SEDIMENT CONTROL MEASURES.
5. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY EROSION CONTROL MEASURES ARE REMOVED.
6. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY EROSION CONTROL MEASURES ARE REMOVED.
7. ANY SEDIMENT OR SOIL REACHING AN IMPROVED WATER BODY SHALL BE REMOVED DAILY.
8. IF DEWATERING SERVICES ARE USED, ADJOINING FIELDS AND AREAS SHALL BE PROTECTED FROM EROSION. DISCHARGES SHALL BE ROUTED TO A SEDIMENT TRAP, SEDIMENT BASIN, OR OTHER APPROVED PRACTICE.
9. FURTHER DETAIL EROSION CONTROL PLANS WILL BE PROVIDED UPON REQUEST.
10. USE CAUTION TO AVOID SOIL COMPACTION AT BASINS, REGIONAL BASINS, AND ALL PERVIOUS INFILTRATION FEATURES WHEN BASIN IS NEARLY FULL.

8' CEDAR FENCE
2x 300 LF

EROSION CONTROL BLANKET CATEGORY 7
PROTECT BASIN FROM SEDIMENTATION AND
COMPACTION DURING CONSTRUCTION

NOT FOR CONSTRUCTION
PENDING FINAL DESIGN OF AMANA TRAIL

TRENCHED HAYBALE
TEMPORARY BASIN

DISTURBED SLOPES TO BE STABILIZED
PER NPDES REQUIREMENTS, AS DIRECTED
BY THE ENGINEER IN THE FIELD

MATCHLINE

SITE CONSTRUCTION DOCUMENTS
ARGENTA HILLS
INVER GROVE HEIGHTS, MN

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

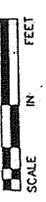
FOR
ERMONIS & OLIVER RESOURCES
651 HALE AVENUE NORTH
OMDALE, MN 55128

DESIGN FILE:
00684-0002
DRAWN BY:
DESIGNED BY:

REVISIONS DESCRIPTION
CONSTRUCTION DOCUMENTS

CONSTRUCTION DOCUMENTS
Revision and Resubmit: Not Reviewed, Not Reviewed, Approved as Noted, Approved
Approved only for conformance of the Site Construction Documents to Target
Developer Guide, Edition 2.7 and the Target Building Documents. Consultant is solely
responsible for completeness, accuracy, and dimensions on the Site Construction
Documents.

CONSTRUCTION FENCE
CONTROL TO MEET
REQUIREMENTS (AS
DIRECTED BY THE ENGINEER)
IN CONTROL
EROSION CONTROL
BLANKET



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 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 awarding the resurfacing of the Fire station 1 parking lot to ACE Blacktop.

SUMMARY

The parking lot at fire station 1 is in disrepair. In 2006, crack sealant was installed and became dislodged in 2008. After that, patch material was applied in many areas, but that is only a temporary repair. When the original parking lot was applied over 20 years ago, it was designed for cars and not heavy trucks. Over the years, because of training, fire calls and other activities, larger fire trucks regularly travel across the parking lot. On a weekly basis, refuse haulers drive through. Also, in the fall, winter and spring months, City plow trucks must travel through when they clear snow. The new surface will be constructed to handle the heavier truck traffic.

Three bids were received and the low bid was ACE Blacktop for \$23,678. This amount was not included in the 2008 budget. By allowing this project in 2008, we can take advantage of the savings we enjoy today with our bidding climate and price point for asphalt rather push it off into the 2009 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Consider awarding the contract for American’s With Disabilities Act (ADA) improvements and related construction at Fire Station 3 to Dosco Design Build.

SUMMARY

Fire station 3 is a public building and one where there are many classes and activities. The IGH Building Official was consulted and he noted the parts of that building that do not meet American’s With Disabilities Act (ADA) requirements and are not readily accessible, such as restrooms, entrances, and access.

Bids were received from two companies. Dosco was low bid at \$37,344 to meet the requirements of the ADA and complete the related construction. The money for this project was carried over from the 2007 budget to the 2008 budget. This work will bring the building into ADA compliance.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Proposed Identity Theft Prevention Program

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: Ann Lanoue, Finance Director

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the attached Identity Theft Prevention Program for the City of Inver Grove Heights.

SUMMARY

On September 16, 2008 we were notified of a new Federal Rule the “Red Flags Rule” that requires that local governments create and follow an identity prevention program as part of the Fair and Accurate Credit Transactions (FACT) Act of 2003. This program must be in place by November 1, 2008, providing for the identification, detection and response to patterns, practices, or specific activities (known as “red flags”) that could indicated identity theft.

The Red Flags Rules apply to financial institutions and creditors with covered accounts. Covered accounts are an account used mostly for personal, family, or household purposes and involve multiple payments or transactions. A covered account also includes accounts with foreseeable risk of identity theft such as small businesses or sole proprietorship accounts. Covered accounts include utility accounts.

On October 8, 2008, Angie Delgado, Accounts Receivable Technician and I attended a red flag rule training session sponsored by the Minnesota Municipal Utilities Association (MMUA) at the League of Minnesota Cities offices in St. Paul. The Minnesota Municipal Utilities Association (MMUA) provided a model program template for us to use as a guideline. We have developed the proposed program document using the template and information received from the Minnesota Municipal Utilities Association (MMUA) and other cities in attendance at this meeting.

A copy of an FTC Business Alert Bulletin regarding the ‘Red Flag’ requirements and the proposed program document is attached with this memo.

I recommend that the City Council approve the attached proposed Identity Theft Prevention program.

FTC Business Alert

Federal Trade Commission ■ Bureau of Consumer Protection ■ Division of Consumer & Business Education

New 'Red Flag' Requirements for Financial Institutions and Creditors Will Help Fight Identity Theft

Identity thieves use people's personally identifying information to open new accounts and misuse existing accounts, creating havoc for consumers and businesses. Financial institutions and creditors soon will be required to implement a program to detect, prevent, and mitigate instances of identity theft.

The Federal Trade Commission (FTC), the federal bank regulatory agencies, and the National Credit Union Administration (NCUA) have issued regulations (the Red Flags Rules) requiring financial institutions and creditors to develop and implement written identity theft prevention programs, as part of the Fair and Accurate Credit Transactions (FACT) Act of 2003. The programs must be in place by November 1, 2008, and must provide for the identification, detection, and response to patterns, practices, or specific activities — known as “red flags” — that could indicate identity theft.

WHO MUST COMPLY WITH THE RED FLAGS RULES?

The Red Flags Rules apply to “financial institutions” and “creditors” with “covered accounts.”

Under the Rules, a **financial institution** is defined as a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a “transaction account” belonging to a consumer. Most of these institutions are regulated by the Federal bank regulatory agencies and the NCUA. Financial institutions under the FTC's jurisdiction include state-chartered credit unions and certain other entities that hold consumer transaction accounts.

A **transaction account** is a deposit or other account from which the owner makes payments or transfers. Transaction accounts include checking accounts, negotiable order of withdrawal accounts, savings deposits subject to automatic transfers, and share draft accounts.

A **creditor** is any entity that regularly extends, renews, or continues credit; any entity that regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who is involved in the decision to extend, renew, or continue credit. Accepting credit cards as a form of payment does not in and of itself make an entity a creditor. Creditors include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors. Most creditors, except for those regulated by the Federal bank regulatory agencies and the NCUA, come under the jurisdiction of the FTC.

A **covered account** is an account used mostly for personal, family, or household purposes, and that involves multiple payments or transactions. Covered accounts include credit card accounts, mortgage loans, automobile loans, margin accounts, cell phone accounts, utility accounts, checking accounts, and savings accounts. A covered account is also an account for which there is a foreseeable risk of identity theft — for example, small business or sole proprietorship accounts.

**City of Inver Grove Heights
FACT Act
Identity Theft Prevention Program**

Summary

Federal regulations require the City of Inver Grove Heights (“City”) to establish an Identity Theft Prevention Program (“Program”), designed to detect, prevent, and mitigate identity theft. The Program must include the identification of Red Flags that are relevant to the City’s customer accounts, the detection of Red Flags, and the mitigation of and/or response to detected Red Flags. The following Program is to be administered by the FACT Act Officer, which is designated as the Finance Director of the City. The FACT Act Officer shall see that the appropriate personnel receive training to properly implement the Program. The FACT Act Officer shall report at least annually to the City Council on the status of the Program. Finally, the FACT Act Officer shall periodically reassess the City’s risks of identity theft and the ability of Program to address that identity theft and, if necessary, modify the Program.

I. Definitions

A “Red Flag” means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

A “covered account” means a continuing relationship established by a person for personal, family, household or business purposes that involves or is designed to permit multiple payments or transactions.

“Identity Theft” means a fraud committed or attempted using the identifying information of another person without authority.

“Service provider” means a third party that provides a service directly to, or behalf of the City.

II. Identifying Relevant Red Flags

The City will consider the following risk factors in identifying relevant Red Flags for its covered accounts, as appropriate:

1. The types of covered accounts it offers or maintains;
2. The methods it provides to open its covered accounts;
3. The methods it provides to access its covered accounts; and
4. Its previous experiences with identity theft.

The City will incorporate Red Flags from sources such as:

1. Incidents of identity theft that the City has experienced;
2. Methods of identity theft that the City has identified that reflect changes in identity theft risks; and,

3. Applicable supervisory guidance.

The Categories of Red Flags will include but are not limited to:

1. The presentation of suspicious documents;
2. The presentation of suspicious personal identifying information, such as a suspicious address change;
3. The unusual use of, or other suspicious activity related to, a covered account; and,
4. Notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts.

Red Flags that the City will consider are included in Section VII of this Identity Theft Prevention Program. This list will be updated with new Red Flags as they are detected by the City over time.

III. Detecting Red Flags

The City will incorporate procedures for the detection of Red Flags in connection with the opening of new accounts by:

1. Obtaining identifying information of a person prior to opening an account.
2. Such identifying information may include, among others, the use of the customer's name and address
3. The City will continue to detect Red Flags for existing accounts by monitoring transactions for suspicious activity.

IV. Responding to Red Flags

The City will document an appropriate response to each Red Flag the City has detected, commensurate with the degree of risk posed. In determining an appropriate response, the City will consider factors that may heighten the risk of identity theft. Those factors include unauthorized access to a customer's account records or notification that a customer has provided information to someone fraudulently or to a fraudulent website. Appropriate responses may include the following:

1. Monitoring a covered account for evidence of identity theft;
2. Contacting the customer;
3. Changing any passwords, security codes, or other security devices that permit access to a covered account;
4. Reopening a covered account with a new account number;
5. Not opening a new covered account;

6. Closing an existing covered account;
7. Notifying law enforcement;
8. Determining that no response is warranted under the particular circumstances.

V. Methods for Administering the Program

The City Council is ultimately responsible for the Identity Theft Prevention Program. The FACT Act Officer is responsible for the day-to-day administration and oversight of the Program. The FACT Act Officer is expected to:

1. Assign specific responsibility for the Program's implementation;
2. Review, prepare and provide at least annually, reports on the City's compliance with the Identity Theft Prevention compliance program, the effectiveness of the policy and procedures, significant incidents involving identity theft and the City's response; and recommendations for material changes to the Program;
3. Obtain from the City Council approval of changes to the procedures and approval of policy as necessary to address changing identity theft risks;
4. Train appropriate staff in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected; and,
5. Whenever the City engages a service provider to perform an activity in connection with one or more accounts, the FACT Act Officer will ensure that the activity of the service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. For example, the City could require the service provider by contract to have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities, and either report the Red Flags to the City, or to take appropriate steps to prevent or mitigate identity theft.

VI. Updating the Program

The City will update the Program (including the Red Flags determined to be relevant) periodically to reflect changes in risks to customers or to the safety and soundness of the City from identity theft, based on factors such as:

1. The experiences of the City with identity theft;
2. Changes in methods of identity theft;
3. Changes in methods to detect, prevent, and mitigate identity theft;
4. Changes in the types of accounts that the City offers or maintains; and,
5. Changes in the business arrangements of the City, including joint ventures, and service provider or service provider arrangements.

VII. Identity Theft Prevention Program Red Flags

The City's Identity Theft Prevention Program will include but not be limited to the following Red Flags, which shall be updated as necessary and determined by the FACT Act Officer:

Suspicious Documents

1. Documents presented appear to have been altered or forged, or gives the appearance of having been destroyed and reassembled.
2. Other information that is not consistent with existing customer information.

Suspicious Personal Identifying Information

1. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer.
2. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the City. For example:
 - a. The address on documents presented is the same as the address provided on a fraudulent document.

Unusual Use of, or Suspicious Activity Related to, the Covered Account

1. The City is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft
2. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
3. The City is notified that the customer is not receiving account statements.
4. The City is notified of unauthorized charges or transactions in connection with a customer's covered account

VIII. Specific Program Elements and Confidentiality

For the effectiveness of Identity Theft prevention Programs, the federal regulations envision a degree of confidentiality regarding the City's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to appropriate City employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Joint Powers Agreement with the Dakota County Soil and Water Conservation District (SWCD) for Technical Assistance and Authorize the City Request for State Cost-Share Assistance (SCSA) through the SWCD for the Bohrer Pond Shoreland Protection Project

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Mike Foertsch, Acting City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: City Project No. 2004-08 Funds

PURPOSE/ACTION REQUESTED

Consider Joint Powers Agreement with SWCD for Technical Assistance with the Bohrer Pond Shoreland Protection Project design and construction services and authorize City staff to request the SWCD Board for State Cost-Share Assistance to finance a portion of the cost of the shoreland protection project.

SUMMARY

During the past 4-6 months, City staffs in conjunction with SWCD staff have been working with the Lakebridge Homeowners Associations (1, 2, 3, & 4) to develop a shoreland protection project which enhances and protects the shoreland area adjacent to Bohrer Pond. The SWCD has prepared a plan which addresses the property owners concerns as well as developed a plan which meets the criteria to qualify for State Cost-Share Assistance money. This State Cost-Share Assistance money is administered through the SWCD.

The total cost of the project is estimated at \$61,000. The SCSA program is a 75% grant with a 25% local match. The 75% applies to actual construction/installation of the shoreland improvements and not soft costs such as design fees, construction services, maintenance costs, etc.

The construction dollars are estimated at \$49,500. Under the criteria of the SCSA program, 75% of \$49,500 or \$37,125 would qualify for SCSA money. The City would be responsible for their 25% match, or \$12,375 of the construction/installation costs. The soft costs are at \$11,500. Total initial costs to the City, \$23,875. The City budget set aside for these improvements is \$30,000. Future unknown costs would be plant material replacement during the 2-year warranty period. City staff and SWCD staffs are confident the total out of pocket costs to the City will be less than the \$30,000 budget. After the 2-year warranty period is expired, the homeowners associations would be responsible for the future maintenance costs. The SCSA program requires the project be maintained for a minimum of 10 years to qualify for the program. Under the SCSA, the City is required to “front end” the cost with reimbursement after project completion.

The Joint Powers Agreement between the City and the SWCD is for the technical design, on-site consultation during construction/installation, and maintenance inspections and recommendations during the 2-year warranty period. The total amount to be paid by the City for all services provided pursuant to this agreement for the time period of January 1, 2008, through December 31, 2011, shall not exceed \$11,500.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
CITY OF INVER GROVE HEIGHTS
FOR TECHNICAL ASSISTANCE FOR BOHRER POND SHORELAND PROTECTION PROJECT**

This Joint Powers Agreement (Agreement) is made and entered into between Dakota County Soil and Water Conservation District (SWCD) and the City of Inver Grove Heights (City).

WHEREAS, SWCD and City are political subdivisions of the State of Minnesota (governmental units); and

WHEREAS, under Minn. Stat. § 479.59, Subd. 10, one governmental unit may provide another governmental unit with services or functions it is authorized to provide for itself; and

WHEREAS, the purpose of this Agreement is for SWCD to perform technical assistance services for the City as provided in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** This Agreement shall be in effect as of the date of the signatures of the parties, and shall continue until all services to be provided pursuant to this Agreement are satisfactorily completed and final payment is made, unless earlier terminated by law or according to the provisions of this Agreement. It is anticipated all services will be provided by December 31, 2011.
2. **SCOPE OF SERVICES.** SWCD agrees to provide the City with technical assistance as described in the Bohrer Pond Shoreland Protection Project, which is attached and incorporated herein as Exhibit 1. In the event of a conflict between the terms of this Agreement and Exhibit 1, the terms of this Agreement shall govern.
3. **PAYMENT.** The total amount to be paid by the City for all services provided pursuant to this Agreement for the time period of January 1, 2008, through December 31, 2011, shall not exceed \$11,500. The City shall pay SWCD for purchased services at the rates set out in Exhibit 1.
4. **COMPLIANCE WITH LAWS/STANDARDS.** SWCD shall abide by all Federal, State or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which SWCD is responsible. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.
5. **INDEPENDENT CONTRACTOR STATUS.** Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.
6. **SUBCONTRACTING.** A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.
7. **LIABLE FOR OWN ACTS.** Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. 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 a party's acts or omissions. Each Party warrants that they have an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466. To the full extent permitted by law, actions by the parties, their officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed

as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(a), provided further that for purposes of that statute each party expressly declines responsibility for the acts or omissions of any other party.

8. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To SWCD

To City:

Brian Watson, Manager or successor
Dakota County SWCD
4100 220th Street West, Suite 102
Farmington, MN 55024
Telephone: 651-480-7777

Scott Thureen, Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Telephone: 651-450-2571

9. LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by SWCD and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison: Jim Davidson,
Telephone: 651-480-7779
Email: jim.davidson@co.dakota.mn.us

City Liaison: Scott Thureen
Telephone: 651-450-2571
Email: sthureen@ci.inver-grove-heights.mn.us

10. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. TERMINATION. This Agreement shall be terminated upon occurrence of one of the following events:

- a. On December 31, 2011; or
- b. On completion of all services; or
- c. By consent of the parties.

12. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy.

13. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each governmental unit and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

- 14. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
- 13. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- 14. FINAL AGREEMENT. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.
- 15. EXHIBITS. Exhibit 1 is attached and incorporated into this Agreement:

Exhibit 1 – Bohrer Pond Shoreland Protection Project
 Attachment A: Photograph of Project Area
 Attachment B: NRCS Conservation Practice Code 580

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Approved as to form:

CITY OF INVER GROVE HEIGHTS

 Attorney/Date

By _____

 Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Approved as to form:

By _____
 Kevin Chamberlain, Chair
 Date of Signature _____

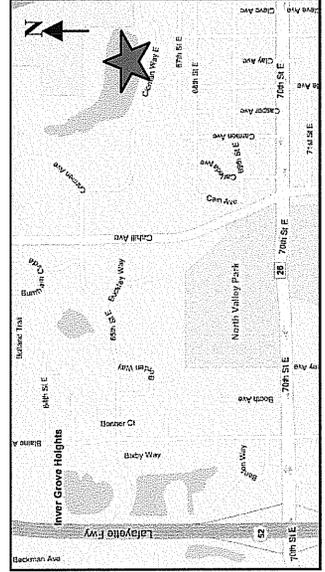
 Assistant County Attorney/Date

SWCD Board Motion # _____



Bohrer Pond Shoreland Protection Project

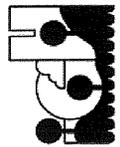
Cloman Way East, Inver Grove Heights, MN



Design & Technical Assistance Provided by:
**DAKOTA COUNTY SOIL AND WATER
 CONSERVATION DISTRICT**
 Dakota County Extension and Conservation Center
 4100 220th Street West, Suite 102
 Farmington, MN 55024
 Phone: (651) 480-7777 Fax: (651) 480-7775

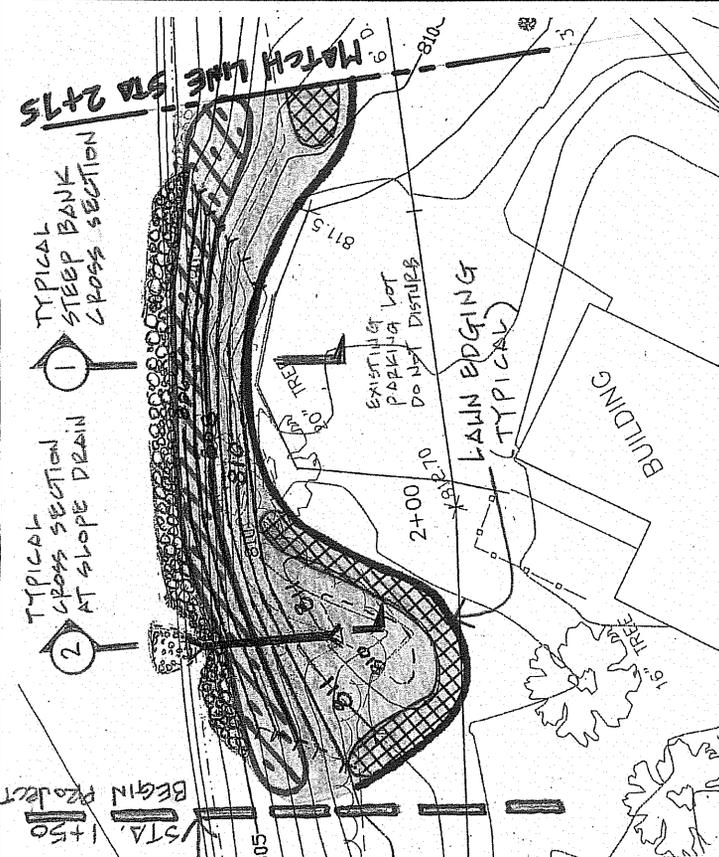


City of
Inver Grove Heights
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077
 (651) 450-2570 Fax (651) 450-2502



DATE	1-28-08
DESIGNED BY	GRANT M. WYFFELS
CHECKED BY	U.C. NO. 40346
DATE	
DESIGNED BY	
CHECKED BY	
DATE	
DESCRIPTION	

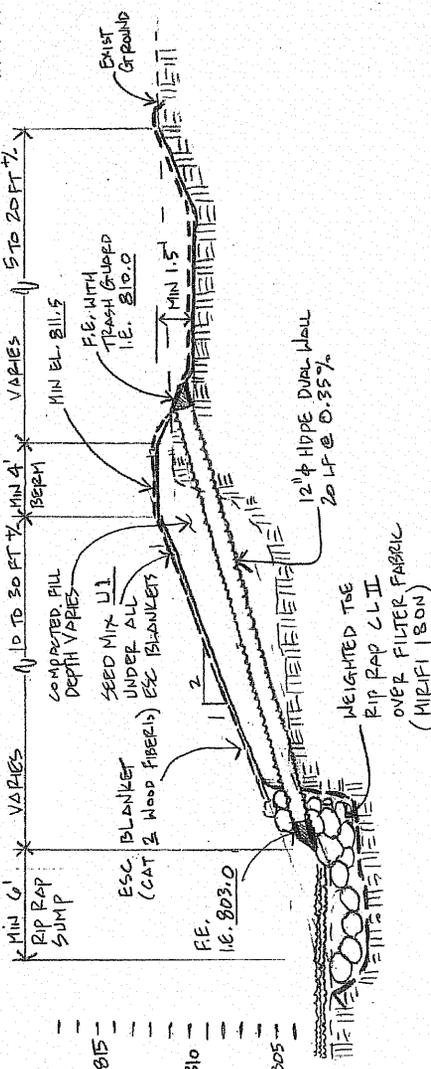
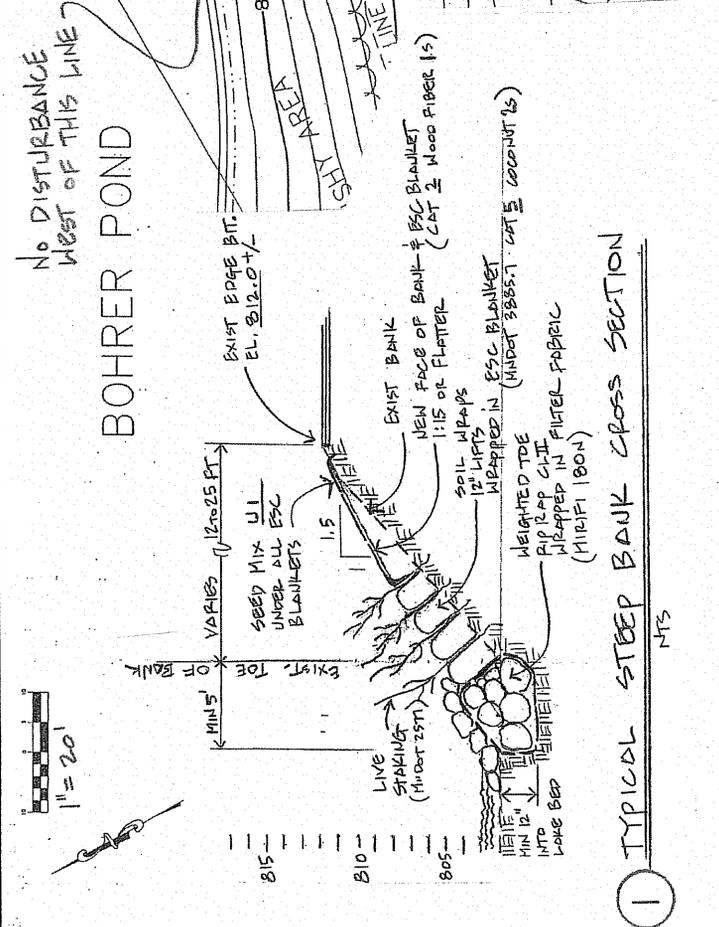
I hereby certify that this plan and specification of work was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.
 GRANT M. WYFFELS
 U.C. NO. 40346
 8100 Barbara Avenue
 Minneapolis, MN 55424
 (651) 480-8870 Fax: (651) 480-8877



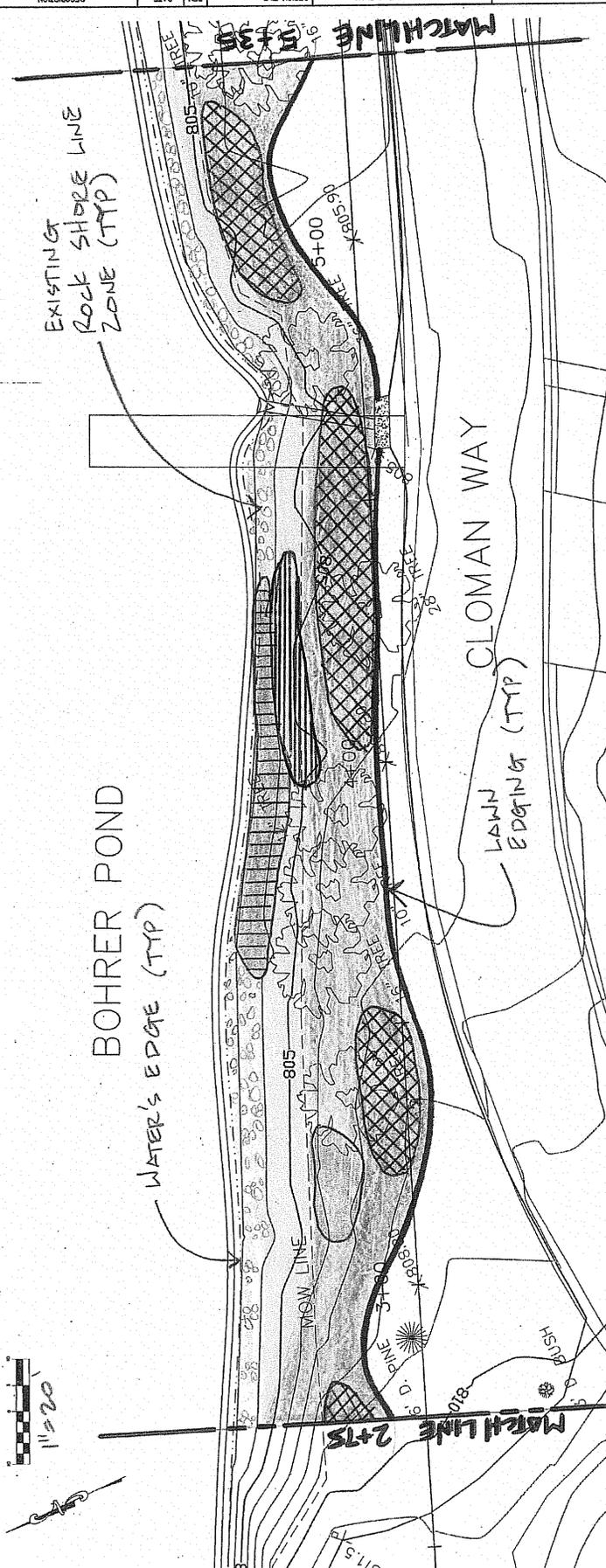
Design & Technical Assistance Provided by:
DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
 Dakota County Extension and Conservation Center
 4100 220th Street West, Suite 102
 Farmington, MN 55024
 Phone: (651) 480-7777 Fax: (651) 480-7775



- Notes**
1. Existing Rock Shoreline Zone to remain in place. Do not remove existing rock layer.
 2. Trees in upland areas to remain in place. Minimize disturbance to root zone.
 3. Cut and stump treat all existing Black Willow and Cottonwood saplings.
 4. All existing Sandbar Willows to remain in place unless field identified for removal.



② TYPICAL CROSS SECTION AT SLOPE DRAIN
 NTS



Note: Spot elevations are accurate to 0.10'



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 Dakota County Extension and Conservation Center
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 Farmington, MN 55024
 Phone: (651) 480-7777 Fax: (651) 480-7775

Notes

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2. Trees in upland areas to remain in place. Minimize disturbance to root zone.
3. Cut and stump treat all existing Black Willow and Cottonwood saplings.
4. All existing Sandbar Willows to remain in place unless field identified for removal.

DATE: 4-28-08	DRAWN BY: DMO, HAKS	CHECKED BY: DMO, HAKS	DESIGN FILE NO.:	DESCRIPTION:	
<p>DESIGN CENTER THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER THE SUPERVISION AND THAT I AM A CIVIL LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p>					
<p>GRANT H. WIFFELS LIC. NO. 45845 DATE: 4-28-08</p>					

City of
Inver Grove Heights

8150 Eastlawn Avenue
Inver Grove Heights, MN 55077
(651) 480-8870 Fax (651) 480-2608

BOHRER POND
SOUTH SHORELINE

SHEET NO. 2
6

Restoration Guidelines for Bohrer Pond

Approximate size: 32,500 sq. ft.
Average buffer width: 25 ft.
Project length: 1300 ft.

A. Misc. Contractor Qualifications:

1. A list of at least three successfully completed shoreline restorations (i.e. establishment of native species, good diversity of species, low amount of non-natives) with references.
2. Current herbicide and pesticide applicators license.

B. Site Preparation:

1. **Brush removal:**
 - Cut at ground level and remove black willow and cottonwood along shoreline.
 - Selective thinning of sandbar willow (specific areas to be field located)
 - Stump treat cut vegetation to prevent re-sprouting with appropriate herbicide per manufacturer's directions.
2. **Upland and Transitional areas (unless noted as "save" areas):**
 - In areas with actively growing vegetation apply Glyphosate herbicide and appropriate broadleaf herbicide (targeting Canada goldenrod and Canada thistle) per manufacturer's directions.
 - Follow manufacturer's directions to allow for effective herbicide treatment before disturbing the vegetation with other procedures.
 - Till soils to a depth of 4".
 - Immediately following tilling, provide down-gradient compost berm along the length of the disturbed areas and seed with a temporary oat cover crop at a rate of 50 lb/acre.
 - Allow site to sit undisturbed for a minimum of 30 days to allow for weed regrowth.
 - Respray with Glyphosate herbicide if regrowth of vegetation occurs. Wait a minimum of 7 days before disturbing vegetation with other procedures.
 - Disperse compost berm and incorporate into soil.
 - Lightly till the soil to create an open seedbed.
 - Harrow or rake the soil to create a firm, smooth seedbed.

3. "Save" areas:

- Hand pull or spot spray invasive species (Canada goldenrod, Canada thistle, and reed canary grass) with appropriate herbicide per manufacturer's directions. Allow a minimum of 30 days before disturbing the vegetation with other procedures.
- Apply a second spraying to invasive species if required.

C. Seeding:

1. Seeding dates shall be in the spring or summer before August 16th or in the fall between September 20th and freeze-up.
2. Cover crop (oats for spring plantings, winter wheat for fall plantings) will be sown along with the native grasses at a rate of 50lb/acre.
3. A harrowing or raking shall follow all grass seeding (optimum depth of grass seed is 1/4").
4. All forb seed shall be surface broadcast after harrowing or raking.
5. The seed mixes shall consist of the following species and amounts:

Seed Mix T1 (Transitional Base), Total area = 8,872 sq. ft. (0.2 acre)*
*includes areas with supplemental plug planting

Grasses	lbs. Pure Live Seed/acre
Big bluestem (<i>Andropogon gerardii</i>)	14
Blue-joint grass (<i>Calamagrostis canadensis</i>)	2
Green bairdian (<i>Scirpus atrovirens</i>)	4
Cord grass (<i>Spartina pectinata</i>)	8
Wheat cover crop	50

Forbs

oz./acre	
New England aster (<i>Aster novae-angliae</i>)	12
Common ox-eye (<i>Helopsis helianthoides</i>)	24
Blue vervain (<i>Verbena hastata</i>)	16

Seed Mix U1 (Upland Base), Total area = 16,044 sq. ft. (0.37 acre)*
*includes areas with supplemental plug planting

Grasses

lbs. Pure Live Seed/acre	
Side oats grama (<i>Elymus caput-medusae</i>)	12
Little bluestem (<i>Andropogon furcatus</i>)	8
Little bluestem (<i>Schizanthyrium scoparium</i>)	18
Wheat cover crop	50

Forbs

oz./acre	
Common ox-eye (<i>Helopsis helianthoides</i>)	16
Wild bergamot (<i>Monarda fistulosa</i>)	8
Yellow coneflower (<i>Rudbeckia pinnata</i>)	16
Black-eyed Susan (<i>Rudbeckia hirta</i>)	24
Hoary vervain (<i>Verbena stricta</i>)	16

D. Erosion Control:

1. Erosion blanket (MnDOT Cat. 2 wood fiber) should be applied as per manufacturer's directions to all seeded areas immediately after seeding.

E. Plants and Planting:

1. Following erosion control measures, designated areas will be further diversified with native plant plugs.

The following plants will be used:



Area A2 (Aquatic) (285 plants 18" O.C.). Total area = 640 sq. ft.
Sweet flag (*Acrostichum sp.*)
Soft-stem bulrush (*Scirpus validus*)
Wild iris (*Iris versicolor*)



Area T2 (Transitional) (700 plants 18" O.C.). Total area = 1600 sq. ft.
Swamp milkweed (*Asclepias incarnata*)
Wild iris (*Iris versicolor*)
*All plant plugs are in addition to base seeding.



Area U2 (Upland) (1725 plants 18" O.C.). Total area = 3880 sq. ft.
Purple coneflower (*Echinacea purpurea*)
Rough blazing star (*Liatris aspera*)
Violet-leafed aster (*Asclepias tuberosa*)
Wild lupine (*Lupinus pratensis*)
*All plant plugs are in addition to base seeding.

2. Designated shrub areas will be planted according to the following:
-Shrub areas must have 3" striated hardwood mulch throughout the planting areas



Area S1 (Wet Shrubs) (10 #2 shrubs planted 5' O.C.). Total area = 220 sq. ft.
Red-twigged Dogwood (*Cornus sericea*)
Silky Dogwood (*Cornus Amomium*)



Area S2 (Dry Shrubs) (77 #2 shrubs planted 3' O.C.). Total area = 690 sq. ft.
Black Chokeberry (*Aronia melanocarpa*)
Dwarf Bush Honeysuckle (*Lonicera*)

3. Live stakes to be harvested and installed during dormant season according to MnDOT specification 2577



Area L1 (570 Live stakes planted 2' O.C.). Total area = 2,280 sq. ft.*
* (Includes soil bioengineered areas)
Red-twigged Dogwood (*Cornus sericea*)
Silky Dogwood (*Cornus Amomium*)

F. Management:

1. The planted areas will need to be mowed during the first and second growing seasons to control annual weeds. This should be timed to occur when a "closed canopy" has developed to prevent shading out of native species. Optimum cutting height is 6 inches. Approximately 2-3 mowings per season may be necessary.
2. Spot spraying and hand weeding of aggressive and invasive species will need to be completed as needed to allow for successful establishment of native species.
3. Areas that have not been successfully established (at least 75 % of the originally seeded and planted species can be found on the project and plant density consists of at least 75 % native species) after 2 growing seasons will need to be supplemented through reseeding or addition of plant plugs.

G. Education/signage (to be provided by City)

1. Provide signage at the upper limit of the planting at intervals of 100' that describe the restoration, benefits of a buffer, timeline for plant maturity, etc.
2. Provide educational information to residents of the association and to association maintenance staff/contractor regarding the shoreline restoration.

H. Goose Fencing

1. Provide goose fencing on the perimeter of all planting and seeding areas. Fencing should be a minimum of 30 inches high and include posts with a maximum spacing of 10 feet.

I. Edging

1. Provide commercial grade plastic lawn edging in designated areas according to manufacturers directions.

J. Bank Reconstruction

1. Bank reconstruction to be completed according to construction specifications.

EXHIBIT 1

Bohrer Pond Shoreland Protection Project (DNR Waters #19-34P)

Scope of Services:

1. Design assistance for Project Plans and Specifications (To be provided in 2008)

The District shall assist the City to complete project plans and specifications for the conservation practices along the south shoreline of Bohrer Pond (Attachment A – Photograph of Project Area). The design shall be based on Natural Resources Conservation Service (NRCS) conservation practice Code 580: Streambank and Shoreline Protection. (Attachment B). The plans shall provide sufficient technical detail for applying the practice to achieve its intended purpose. The City shall provide professional engineering certification for the completed plans and specifications.

2. On-site consultation during the installation (To be provided in 2008 – 2009)

The District shall provide on-site consultation to provide technical guidance as needed during the practice installation scheduled to be started in winter of 2008 and completed fall of 2009. If the District observes the work is not being completed per the plans and specifications, the District shall notify the City to:

1. Describe the observed construction procedures and/or materials issues to the city representative and construction contractor.
2. Discuss potential alternative procedures and materials.
3. Photo document installation procedures and provide a written recommendation to the City.

3. Maintenance inspections and Recommendations (To be provided in 2010 -2011)

The District shall complete visual inspection of the project site, twice a year, for two years, following the completion of the installation in 2009. The purpose of the visual inspection is to assess the maintenance needs of the project. The District shall report the maintenance needs to the City as written recommendations. The cost to complete the visual inspections and recommendations is based on actual service time provided and is estimated to be a total four inspections at six hours each for a total of approximately 24 hours at \$60 per hour, not to exceed \$1,500.00 unless authorized in writing by the City

Payments:

Lump sum \$10,000 upon completion of the installation of the project in 2009 for:

- Design assistance for Project Plans and Specifications (2008)
- On-site consultation during the installation (2008 – 2009)

\$60.00 per hour (not to exceed \$1,500.00) for actual service time rendered to complete:

- Maintenance inspections and Recommendations (2010 - 2011)

**NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD
STREAMBANK AND SHORELINE PROTECTION
(Ft.)
CODE 580**

DEFINITION

Treatment(s) used to stabilize and protect banks of streams or constructed channels, and shorelines of lakes, reservoirs, or estuaries.

PURPOSE

- To prevent the loss of land or damage to land uses, or facilities adjacent to the banks of streams or constructed channels, shoreline of lakes, reservoirs, or estuaries including the protection of known historical, archeological, and traditional cultural properties.
- To maintain the flow capacity of streams or channels.
- Reduce the offsite or downstream effects of sediment resulting from bank erosion.
- To improve or enhance the stream corridor for fish and wildlife habitat, aesthetics, recreation.

CONDITIONS WHERE PRACTICE APPLIES

This practice applies to streambanks of natural or constructed channels and shorelines of lakes, reservoirs, or estuaries where they are susceptible to erosion. It does not apply to erosion problems on main ocean fronts, beaches or similar areas of complexity. It does not apply to areas where failure of structural measures would create a hazard to life or results in serious damage to property.

CRITERIA**General Criteria Applicable to All Purposes**

Treatments shall be in accordance with all applicable local, state, and federal laws and regulations. All required permits shall be obtained before the measure is installed.

Treatments applied shall seek to avoid adverse effects to endangered, threatened, and candidate species and their habitats, whenever possible.

Treatments applied shall seek to avoid adverse effects to archaeological, historic, structural, and traditional cultural properties, whenever possible.

An assessment of unstable streambank or shoreline sites shall be conducted in sufficient detail to identify the causes contributing to the instability (e.g. livestock access, watershed alterations resulting in significant modifications of discharge or sediment production, in channel modifications such as gravel mining, head cutting, water level fluctuations, boat-generated waves, etc.).

Proposed protective treatments to be applied shall be compatible with improvements being planned or installed by others.

Protective treatments shall be compatible with the bank or shoreline materials, water chemistry, channel or lake hydraulics, and slope characteristics above and below the water line.

End sections of treatment areas shall be adequately anchored to existing treatments, terminate in stable areas, or be otherwise stabilized to prevent flanking of the treatment.

Protective treatments shall be installed that result in stable slopes. Design limitations of the bank or shoreline materials and type of measure installed shall determine steepest permissible slopes.

Designs will provide for protection of installed treatments from overbank flows resulting from upslope runoff and flood return flows.

Internal drainage for bank seepage shall be provided when needed. Geotextiles or properly designed filter bedding shall be incorporated with structural measures where potential exists for migration of material from behind the measure.

Treatments shall be designed to account for any anticipated ice action, wave action, and fluctuating water levels.

All disturbed areas around protective treatments shall be protected from erosion. Disturbed areas that are

NRCS-Minnesota
November 2005

Conservation practice standards are reviewed periodically and updated if needed. To obtain the current version of this standard, contact the MN Natural Resources Conservation Service in your area, or download it from the electronic Field Office Technical Guide for Minnesota

not to be cultivated shall be protected as soon as practical after construction.

Vegetation shall be selected that is best suited for the site conditions and achieves the intended purpose(s).

In order to ensure plant community establishment and integrity, a vegetative management plan shall be prepared in accordance with MN conservation practice standards, Channel Bank Vegetation, 322 and/or Critical Area Planting, 342.

Additional Criteria for Streambanks

Stream segments to be protected shall be classified according to a system deemed appropriate by the state. Segments that are incised or contain the 5-year return period (20 percent probability) or greater flows shall be evaluated for further degradation or aggradation.

A site assessment shall be performed to determine if the causes of instability are local (e.g. poor soils, high water table in banks, alignment, obstructions deflecting flows into bank, etc.) or systemic in nature (e.g. aggradation due to increased sediment from the watershed, increased runoff due to urban development in the watershed, degradation due to channel modifications, etc.). The assessment need only be of the extent and detail necessary to provide a basis for design of the bank treatments and reasonable confidence that the treatments will perform adequately for the design life of the measure.

Changes in channel alignment shall not be made without an assessment of both upstream and downstream fluvial geomorphology that evaluates the affects of the proposed alignment. The current and future discharge-sediment regime shall be based on an assessment of the watershed above the proposed channel alignment.

Bank protection treatment shall not be installed in channel systems undergoing rapid and extensive changes in bottom grade and/or alignment unless the treatments are designed to control or accommodate the changes. Bank treatment shall be constructed to a depth at or below the anticipated lowest depth of streambed scour.

If the failure mechanism is a result of the degradation or removal of riparian vegetation, stream corridor restoration shall be implemented, where feasible, (see Additional Criteria for Stream Corridor Improvement) as well as treating the banks.

Toe erosion shall be stabilized by treatments that redirect the stream flow away from the toe or by

structural treatments that armor the toe. Additional design guidance is found in the NEH Part 650, Chapter 16, Streambank and Shoreline Protection.

Where toe protection alone is inadequate to stabilize the bank, the upper bank shall be shaped to a stable slope and vegetated, or shall be stabilized with structural or soil-bioengineering treatments.

Channel clearing to remove stumps, fallen trees, debris, and sediment bars shall only be performed when they are causing or could cause unacceptable bank erosion, flow restriction, or damage to structures. Habitat forming elements that provide cover, food, pools, and water turbulence shall be retained or replaced to the extent possible.

Treatments shall be functional and stable for the design flow and sustainable for higher flow conditions.

Treatments shall not induce an increase in natural erosion.

Treatments shall not limit stream flow access to the floodplain.

Where flooding is a concern, the effects of protective treatments shall not increase flow levels above those that existed prior to installation.

Where agricultural land is being protected, the minimum design flow is a 5-year frequency flow. For other property, the minimum design flow is a 10-year frequency flow. Larger design flows shall be used where appropriate.

Additional Criteria for Shorelines

All revetments, bulkheads, or groins are to be no higher than 3 feet (1 meter) above mean high tide, or mean high water in non-tidal areas.

Structural shoreline protective treatments shall be keyed to a depth to prevent scour during low water.

For the design of structural treatments, the site characteristics below the waterline shall be evaluated for a minimum of 50 feet (15 meters) horizontal distance from the shoreline measured at the design water surface.

The height of the protection shall be based on the design water surface plus the computed wave height and freeboard. The design water surface in tidal areas shall be mean high tide.

When vegetation is selected as the protective treatment, a temporary breakwater shall be used

during establishment when wave run up would damage the vegetation.

For revetments, the height of protection shall be determined by procedures outlined in Minnesota Technical Release No. 2, "Flexible Slope Protection for Dams and Lakeshores".

Vegetative protection measures shall be designed in accordance with SCS Technical Release No. 56, "A Guide for Design and Layout of Vegetative Wave Protection for Earth Embankment Dams" and MN conservation practice standards, Channel Bank Vegetation, 322 and/or Critical Area Planting, 342.

Additional Criteria for Stream Corridor Improvement

Stream corridor vegetative components shall be established as necessary for ecosystem functioning and stability. The appropriate composition of vegetative components is a key element in preventing excess long-term channel migration in re-established stream corridors. The establishment of vegetation on channel banks and associated areas shall also be in accordance with MN conservation practice standards Channel Bank Vegetation, 322 and/or Critical Area Planting, 342.

Treatments shall be designed to achieve habitat and population objectives for fish and wildlife species or communities of concern as determined by a site-specific assessment or management plan. Objectives shall be based on the survival and reproductive needs of populations and communities, which include habitat diversity, habitat linkages, daily and seasonal habitat ranges, limiting factors and native plant communities. The type, amount, and distribution of vegetation shall be based on the requirements of the fish and wildlife species or communities of concern to the extent possible.

Treatments shall be designed to meet aesthetic objectives as determined by a site-specific assessment or management plan. Aesthetic objectives shall be based on human needs, including visual quality, noise control, and microclimate control. Construction materials, grading practices, and other site development elements shall be selected and designed to be compatible with adjacent land uses.

Treatments shall be designed to achieve recreation objectives as determined by a site-specific assessment or management plan. Safety requirements shall be based on type of human use and recreation objectives.

CONSIDERATIONS

Changes may occur in the watershed hydrology and sedimentation over the design life of the treatments.

Debris removed from the channel or streambank may be utilized in the treatment design when it is compatible with the intended purpose.

Use construction materials, grading practices, vegetation, and other site development elements that minimize visual impacts and maintain or complement existing landscape uses such as pedestrian paths, climate controls, buffers, etc. Avoid excessive disturbance and compaction of the site during installation.

Utilize vegetative species that are native and/or compatible with local ecosystems. Avoid introduced or exotic species that could become nuisances. Species that have multiple values are especially desirable such as those suited for biomass, nuts, fruit, browse, nesting, aesthetics and tolerance to locally used herbicides. Avoid species that may be alternate hosts to disease or undesirable pests. Species diversity should be considered to avoid loss of function due to species-specific pests.

Treatments that promote beneficial sediment deposition and the filtering of sediment, sediment-attached, and dissolved substances should be considered.

Treatments that maintain or improve the habitat value for fish and wildlife are preferred. Include treatments that provide aquatic habitat in the treatment design and that may lower or moderate water temperature and improve water quality.

Stabilize side channel inlets and outlets and outlets of tributary streams from erosion.

The type of toe stabilization selected can improve aquatic habitat.

Maximize adjacent wetland functions and values with the project design and minimize adverse effects to existing wetland functions and values.

Livestock shall be excluded during establishment of vegetative treatments. Appropriate grazing practices shall be applied after establishment to maintain plant community integrity. Wildlife may also need to be controlled during establishment of vegetative treatments. Temporary and local population control methods should be used with caution and within state and local regulations.

When appropriate, establish a buffer strip and/or diversion at the top of the bank or shoreline protection zone to help maintain and protect installed treatments, improve their function, filter out sediments, nutrients, and pollutants from runoff, and provide additional wildlife habitat.

Conserve, protect and stabilize archeological, historic, structural and traditional cultural properties.

Design treatments to minimize or eliminate safety hazards to boaters, swimmers, or people using the shoreline or streambank.

Protective treatments should be self-sustaining or require minimum maintenance.

PLANS AND SPECIFICATIONS

Plans and specifications for streambank and shoreline protection shall be prepared for specific field sites based on this standard and shall describe the requirements for applying the practice to achieve its intended purpose. Plans shall include treatments to minimize erosion and sediment production during construction and provisions necessary to comply with conditions of any environmental agreements, biological opinions or other terms of applicable permits.

OPERATION AND MAINTENANCE

An operation and maintenance plan shall be prepared for use by the owner or others responsible for operating and maintaining the system. The plan shall provide specific instructions for operating and maintaining the system to insure that it functions properly. It shall also provide for periodic inspections and prompt repair or replacement of damaged components or erosion.

REFERENCES

NEH Part 650, Chapter 16, Streambank and Shoreline Protection

Minnesota NRCS Conservation Practice Standard Channel Bank Vegetation, 322.

Minnesota NRCS Conservation Practice Standard Critical Area Planting, 342.

Minnesota Technical Release No. 2, "Slope Protection for Dams and Lakeshores"

Minnesota Technical Release No. 3, "Loose Riprap Protection"

SCS Technical Release No. 56, "A Guide for Design and Layout of Vegetative Wave Protection for Earth Embankment Dams"

4M

Resolution Approving Professional Services Agreement with WSB and Associates for Final Design on City Project No. 2009-11 – Concord Boulevard Improvements, Phase 3, 65th Street East to South St. Paul Border

Meeting Date: October 27, 2008
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDA*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Water Connection Fund, Special Assessments, Storm Water Special Tax District

PURPOSE/ACTION REQUESTED

Consider resolution approving a professional services agreement with WSB and Associates for final design on City Project No. 2009-11 – Concord Boulevard Improvements, Phase 3, 65th Street East to South St. Paul border.

SUMMARY

Concord Boulevard is proposed to be reconstructed by Dakota County, from Corcoran Path to I-494 in South St. Paul, in three phases. The first phase, from I-494 to just south of Richmond Street in South St. Paul, is complete. The second phase, from Corcoran Path to 65th Street in Inver Grove Heights is currently under construction. The third phase, from 65th Street in Inver Grove Heights to Richmond Street in South St. Paul is proposed to be constructed in 2009.

The City has a 40-year-old cast iron pipe water main in Concord Boulevard between 65th Street East and the South St. Paul border. The main should be replaced when the street reconstruction is done. The work would be funded from the Water Connection Fund.

There is also an existing problem with the storm sewer system in Dawn Way that carries water, from residential property in Inver Grove Heights and from the South St. Paul airport, to the storm sewer in Concord Boulevard. The system currently surcharges during intense rainfall events. Storm sewer manhole covers are blown off on the section of Dawn Way between Airport Road and Concord Boulevard. The storm sewer in Concord Boulevard must be designed to accommodate the revisions needed to the Dawn Way system to alleviate the surcharge problem. The revisions to the Dawn Way storm sewer system could be completed as a separate project or included with the Concord project. I recommend that the final design be completed now.

In addition to this utility work, Linden Street (which is centered on the corporate boundary with So. St. Paul) is proposed to be reconstructed with this phase of the Concord Boulevard project. The reconstruction would include installation of concrete curb and gutter.

The design for the utility and street reconstruction work needs to be coordinated with the County's construction plans. The County has contracted with WSB and Associates for the street project design. The City contracted with WSB to prepare a feasibility study to identify non-reimbursable City costs for the project and potential funding sources. For the sake of continuity and timeliness, staff requested a proposal from WSB to prepare the necessary construction documents for the utility and street reconstruction design. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of the proposal for professional engineering services in an amount not to exceed \$24,982.00.

SDT/kf
Attachments: Resolution
Proposal

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

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH WSB
AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2009-11 – CONCORD BOULEVARD
IMPROVEMENTS, PHASE 3, 65TH STREET EAST TO SOUTH ST. PAUL BORDER**

WHEREAS, WSB and Associates, Inc. is preparing the construction plans and specifications for Dakota County for the Concord Boulevard Turnback Project Phase 3 (aka, City Project No. 2009-11); and

WHEREAS, WSB and Associates, Inc. is preparing the feasibility study for the Concord Boulevard Improvements, Phase 3, 65th Street East to Linden Street (the South St. Paul border) as authorized by the City Council in Resolution No. 08-186; and

WHEREAS, the final design for replacement of a segment of water main and storm sewer in the project area, and the reconstruction of Linden Street, must be coordinated with the County's plan preparation; and

WHEREAS, WSB and Associates, Inc. has submitted a proposal to provide professional engineering services for the work as requested by the City of Inver Grove Heights.

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

1. The proposal from WSB and Associates, Inc. for the following work is hereby approved:
Concord Boulevard Improvements, Phase 3 – Utility Final Design
Final Design Phase Services
2. The City is authorized to enter into the agreement with WSB and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of October 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



October 21, 2008

Mr. Scott Thureen, PE
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal to Provide Professional Engineering Services
CSAH 56 (Concord Boulevard) – Phase III Final Design
City of Inver Grove Heights, MN

Dear Mr. Thureen:

We are pleased to present this proposal for professional services to prepare plans and specifications for water main and storm sewer replacement associated with Segment 2/Phase 3 of the CSAH 56 (Concord Boulevard) reconstruction project.

PROJECT UNDERSTANDING

WSB & Associates, Inc. (WSB) is currently under contract with Dakota County to complete final plans and specifications for CSAH 56 from the south end of Segment 1/Phase 1 in the City of South St. Paul to Linden Street. WSB & Associates, Inc. has recently completed the plans and specifications for Segment 3/ Phase 2, which is currently under construction.

Only the length of Concord Street between 65th Street and Linden Street, a distance of approximately 0.66 miles, is within the City of Inver Grove Heights limits. Therefore, only the portion of the water system within Inver Grove Heights will be included in this proposal. Also included is a portion of Linden Street at the northern project limits and Dawn Way storm sewer improvements.

Final plans are being prepared for the CSAH 56 reconstruction project and the City of Inver Grove Heights has expressed an interest in replacing water main from 65th Street to the northerly City limits at Linden Street. The City has also expressed interest in reconstructing Linden Street and improving the existing storm water system of Dawn Way. The Dawn Way improvements will be funded by both the City of Inver Grove Heights and the City of South St. Paul based on cost-split determined by an allowable flow calculation.

WSB proposes to complete project coordination, the final design, specifications for utilities as scoped in the feasibility report, and apply for all applicable permits.

ACEC 2008 Firm of the Year

PROJECT APPROACH/SCOPE OF SERVICES

WSB & Associates, Inc. will complete the project design in cooperation with Dakota County, the City of South St. Paul, Mn/DOT, and private utilities. We will use our knowledge and experience working on Phase I and Phase II to complete the design. The scope of services has been separated into hourly tasks with budgets, see enclosure. The tasks are discussed for clarification in the following paragraphs.

1. Project Management and Coordination

This task consists of management and administration and project coordination with the parties involved with the design. Also included will be billing preparation, invoicing, progress reports, and other non-technical work associated with this phase of the project. This task also includes coordination to complete a water main interconnect with the City of South St. Paul.

2. Final Design

This task consists of preparing construction plans for the water main replacement, Linden Street reconstruction, and Dawn Way storm sewer improvements. Water main replacement is proposed to occur from approximately 65th Street to the northerly City limits at Linden Street. The plans will be incorporated into the contract documents for the Dakota County CSAH 56 (Concord Street) reconstruction project. Plans will be submitted to the City for review at ninety percent plan stage.

Final design will also include utility tabulations that are included as part of the overall State Aid plan for Dakota County.

3. Specification Preparation

Specifications prepared for inclusion in the CSAH 56 project manual will incorporate applicable City specifications for water main and sanitary sewer construction along with other necessary special provisions. Specifications will be submitted to the City for review once they are ninety percent complete.

4. Permit Applications

WSB & Associates, Inc. will complete and submit all necessary permit applications associated with the water main replacement. Permitting agencies that are anticipated to require a permit are the Minnesota Department of Health and the Minnesota Pollution Control Agency.

5. Quantity Calculations and Engineer's Estimate

This task consists of determining proposed quantities and developing an engineer's estimate based on actual costs from similar type projects completed previously. This opinion of cost will be submitted to the City for review at the ninety percent completion stage.

6. Meetings

As part of the final design and finalization of the feasibility report, representatives of WSB & Associates, Inc. will attend up to two meetings with City Staff for final design coordination. Meeting time also includes staff time to prepare exhibits and presentations for all meetings.

PROJECT TEAM

The project team will include Dave Hutton (Quality Control), Diane Hankee (Project Manager), Jeremy Koenen (Project Engineer), and Bruce Fournier (CAD Specialist). This is the project team that is also working on Phase III of the CSAH 56 project for the City of South St. Paul. Becky Haydon will provide project understanding support.

SCHEDULE

Assuming authorization at the October 27, 2008 Council Meeting, ninety percent plans, specifications, and quantity tabulations will be submitted in December 2008. It is estimated that all project documentation will be completed entirely in February 2009 to coincide with the County's schedule to bid the project in March 2009. We understand that the timing of the public hearing will be determined by the City in light of the CSAH 56 project schedule and right-of-way acquisition progress and will not delay the start of the plan specification preparation.

PROPOSED FEE

The enclosed table shows proposed hours and the associated fee proposed to complete the project. The proposed fee is based on our current 2008 rates.

We propose to conduct the work on an hourly basis with a fee not-to-exceed \$24,982. We will not exceed this amount without your approval.

This letter represents our understanding of the project scope. If you are in agreement, please sign on the space provided and return one original signed copy to us for our records. We will start immediately upon receipt of the signed agreement.

If you have any questions concerning the work plan or fee as discussed herein, please feel free to contact me at 763-287-7179. We look forward to working with you and greatly appreciate the opportunity to assist you and your staff in the completion of this project.

Sincerely,

WSB & Associates, Inc.



Diane L. Hankee, PE
Project Manager



David E. Hutton, PE
Principal

Enclosure

ACCEPTED BY:

City of Inver Grove Heights

Name: _____

Title: _____

Date: _____



Estimate of Cost
CSAH 56 (Concord Boulevard)
Final Design
 City of Inver Grove Heights

Task	Description	Estimated Hours					Total Hours	Cost
		Principal	Project Manager	Engineering Specialist III	Project Engineer	Office Technician		
1.	Project Management and Coordination	8	16				24	\$ 2,864.00
2.	Final Design	4	20	48	32	8	112	\$ 11,064.00
3.	Specifications	4	4	2	10		20	\$ 2,054.00
4.	Permits	2	1		6	4	13	\$ 1,144.00
5.	Quantity Calculations and Cost Opinion	4	6		10		20	\$ 2,068.00
6.	Meetings	4	24		14		42	\$ 4,428.00
7.	Shop Drawing Review		6		8		14	\$ 1,360.00
Total Hours		26	77	50	80	12	231	\$ 24,982.00

Hourly Costs	134.00	112.00	105.00	86.00	62.00	
Total Direct Labor Costs	\$3,484.00	\$8,624.00	\$5,250.00	\$6,880.00	\$744.00	\$24,982.00

TOTAL PROJECT COST

\$24,982.00

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

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON
HAROLD LEVANDER
1910-1992
ARTHUR GILLEN
1919-2005

MEMO

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

TO: City of Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: October 27, 2008
RE: Raingarden Maintenance Agreements for City Project 2008-09D
Urban Street Reconstruction Program – South Grove Area 3

Section 1. Background. The Raingarden Initiative process for the South Grove reconstruction project was approved by Council as part of the storm water quality improvements to decrease the amount of sediment and pollutant laden runoff reaching Bohrer Pond and the Mississippi River. A form Raingarden Maintenance Agreement running between the landowner and the City was approved by Council on August 12, 2008. Per the Agreement, the resident on whose property the raingarden exists is responsible for planting and providing minor maintenance of the raingarden such as watering, weeding, trash removal, and keeping the grass filter strip clean of sediment and debris. The City is responsible for providing major maintenance of the raingarden such as the replacement of plants, mulch, soils, curb cut, and grass filter strip and also excessive sediment removal. In the event a homeowner does not perform their minor maintenance, by virtue of the Agreement, the City has a means to complete the work and charge the landowner as provided in the Agreement. Council authorized Staff to collect landowner signatures to the Raingarden Maintenance Agreements as the project progressed and to present the Agreements to Council along with a Resolution authorizing the Mayor to sign the agreements and the City Attorney to record the agreements with the Dakota County Recorder. Once recorded, the agreements will perpetually apply to the affected property.

Staff has collected all of the necessary Raingarden Maintenance Agreements from the affected landowners. **All landowners have signed the Agreement without modification to the form Agreement that was approved by Council.**

Section 2. Recommendation. The City Engineering department recommends that the Council authorize the Mayor to execute the various Raingarden Maintenance Agreements for City Project 2008-09D that have been signed by the landowners and also authorize the City Attorney to record the various agreements with the Dakota County Recorder's Office.

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

RESOLUTION NO. 08-_____

**A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF THE
RAINGARDEN MAINTENANCE AGREEMENTS FOR THE SOUTH GROVE
RECONSTRUCTION PROJECT – CITY PROJECT 2008-09D**

WHEREAS, The Raingarden Initiative process for the South Grove reconstruction project was approved by Council as part of the storm water quality improvements to decrease the amount of sediment and pollutant laden runoff reaching Bohrer Pond and the Mississippi River.

WHEREAS, a form Raingarden Maintenance Agreement running between the landowner and the City was approved by Council on August 12, 2008.

WHEREAS, Council authorized Staff to collect landowner signatures to the Raingarden Maintenance Agreements as the project progressed and to present the Agreements to Council along with a Resolution authorizing the Mayor to sign the agreements and the City Attorney to record the agreements with the Dakota County Recorder.

WHEREAS, Staff has collected all of the necessary Raingarden Maintenance Agreements from the affected landowners.

WHEREAS, all landowners have signed the Agreement(s) without modification to the form Agreement that was approved by Council on August 12, 2008.

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

- 1.) That the Mayor and Deputy Clerk are authorized to enter into and execute on behalf of the City the various Raingarden Maintenance Agreements for City Project 2008-09D.
- 2.) That the City Attorney is authorized to record the various Raingarden Maintenance Agreements with the Office of the Dakota County Recorder.

Adopted this 27th day of October 2008.

Ayes: _____

Nays: _____

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION DECLARING MAY 1, 2009 SILVER STAR BANNER DAY

Meeting Date: October 27, 2008
Item Type: Consent
Contact: JTeppen, Asst. City Admin

Prepared by:
Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Adopt the attached resolution declaring May 1, 2009 Silver Star Banner Day in the City of Inver Grove Heights.

SUMMARY The Silver Star Families of America have requested the City Council consider declaring May 1, 2009 Silver Star Banner Day in the City of Inver Grove Heights to honor the commitment of the wounded and ill Armed Forces members of the City.

RESOLUTION NO. 08-_____

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION DECLARING MAY 1, 2009 SILVER STAR BANNER DAY

WHEREAS, The Silver Star Families of America was formed to make sure we remember the blood sacrifice of our wounded and ill by designing and manufacturing a Silver Star Banner and Flag, and

WHEREAS, to date The Silver Star Families of America has freely given thousands of Silver Star Banners to the wounded and their families, and

WHEREAS, the members of The Silver Star Families of America have worked tirelessly to provide the wounded of this City and Country with Silver Star Banners, Flags and care packages, and

WHEREAS, The Silver Star Families of America's sole mission is that every time someone sees a Silver Star Banner in a window or a Silver Star Flag flying, that people remember the sacrifice for this City, State and Nation, and

WHEREAS, the people and City Council of Inver Grove Heights wish that the sacrifice of so many in our Armed Forces never be forgotten.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

Our appreciation of the Silver Star Families of America and honor of their commitment to our wounded Armed Forces members, May 1, 2009 is hereby declared SILVER STAR BANNER DAY, the official day to honor the wounded and ill Soldiers of the City of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights this 27th day of October, 2008.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Melissa Rheame, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Appointment of Board Member to the Gun Club Lake Watershed Management Organization (GCLWMO)

Meeting Date: October 27, 2008
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SK*

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other:

PURPOSE/ACTION REQUESTED

Consider appointment of Mr. Gary Johnson as the City’s representative on the Board of Managers for the GCLWMO.

SUMMARY

The GCLWMO is one of two watershed management organizations that cover the City. The City has one representative on the Board of Managers and one alternate representative. Mr. Allan Cederberg is currently the City’s alternate representative.

Mr. Mike Pliml resigned from his position as the City’s representative to the Board of Managers. By law, the City can no longer appoint a staff person to fill the position. It must be a citizen representative.

The position was advertised in the Southwest Review. We received one application (Mr. Johnson’s). Mr. Johnson applied for the opening after staff suggested that he consider doing so.

Mr. Johnson has a thorough knowledge of the workings of the GCLWMO and how the City’s Water Resources Management Plan aligns with the goals of the GCLWMO’s Watershed Management Plan. Mr. Johnson’s past experience makes him an excellent choice to fill the position.

I recommend that the City Council appoint Mr. Gary Johnson as the City’s representative on the Board of Managers for the GCLWMO.

SDT/kf
Attachment: Application

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

**GUN CLUB LAKE WATERSHED MANAGEMENT ORGANIZATION
BOARD**

FULL NAME (Print or Type): Gary Dean Johnson _____

ADDRESS: 11365 Albavar Path _____

YEARS AT ABOVE ADDRESS: 20 _____ YEARS LIVED IN IGH: 23 _____

HOME PHONE: 651-450-5939 _____ WORK PHONE: NA _____

EMPLOYMENT, OCCUPATION OR OTHER EXPERIENCE: City of Inver Grove Heights
Director of Public Works for 19+ years. Total of 38 years of professional engineering
experience. _____

MEMBERSHIPS, QUALIFICATIONS, OTHER ACCOMPLISHMENTS: Minnesota Society of
Professional Engineers; American Public Works Association; Engineering Society of St. Paul

LIST SKILLS & INTERESTS: Reading, travel, golf. _____

PLEASE STATE REASONS FOR INTEREST IN SERVING ON BOARD:

With my experience with the City, I would like to continue to serve the citizens of this
community in a voluntary manner. _____

Your response to any of the above may be continued on the back of this form and you may
attach other materials you would like the Council to review with this application.

Signature: Gary Dean Johnson _____ Date: October 17, 2008 _____

The City of Inver Grove Heights is committed to the policy that all persons shall have equal
access to its programs, facilities, and employment without regard to race, creed, color, sex,
age, national origin, or handicap.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: October 27, 2008
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Doug Green and Charles Moore Jr.

Please confirm the seasonal/temporary termination of: Nick Krueger, Kelly Olson, and Eric Zimmer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

AUTHORIZE ADVERTISEMENT OF RFP FOR A TECHNOLOGY SYSTEMS CONSULTANT FOR THE PROPOSED PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: October 27, 2008
Item Type: Consent
Contact: JTeppen, Asst. City Admin.
Prepared by:
Reviewed by:

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Authorize advertisement of an RFP for a technology systems consultant for the proposed Public Safety Addition/City Hall Renovation.

SUMMARY A Technology Systems Consultant is needed to coordinate with the Architect to design all cabling needs including placement of network, telephone, security, wireless, and cable television locations including the telecommunications room layout.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

STONEHENGE USA; Property located on the west side of Clark Road, north of 117th Street.

Meeting Date: October 27, 2008
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following actions for property located on the west side of Clark Road, north of 117th Street:

- a) Consider the Third Reading of an **Ordinance Amendment** to City Code Section 1500.13, Subd. 6 and Section 1105 relating to Junk Vehicles and Auto Auction Sales.
 - Requires 3/5th's vote.
 - 60-day deadline: N/A

SUMMARY

The City Council approved the second reading of the Ordinance Amendment relating to junk vehicle storage as it pertains to the auto auction facility on October 13, 2008. The City Council did not direct Staff to make any changes and Staff is not recommending any changes.

Planning Staff Recommends approval of the Ordinance Amendment

Planning Commission Not applicable

Parks and Recreation Not applicable.

Attachments: Ordinance Amendment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, SECTION 1500.13,
SUBD. 6 AND SECTION 1105 RELATING TO JUNK VEHICLES
AND AUTO AUCTION SALES**

The City Council of the City of Inver Grove Heights hereby ordains as follows:

SECTION 1. AMENDMENT. Inver Grove Heights City Code Section 1500.13, Subd. 6 is hereby amended to read as follows:

Subd. 6 **Junk Vehicles.** Responsible Parties shall not keep a Junk Vehicle on the Property outside of a Building and must not allow a Junk Vehicle to be stored, located or placed on the Property outside of a Building. This Section 1500.13, Subd. 6 does not apply to a location approved by the City as a conditional use for Auto Auction Sales With Open Storage.

SECTION 2. AMENDMENT. Inver Grove Heights City Code Section 1105 is hereby amended to add Section 1105.21 to read as follows:

1105.21 **Exception.** Notwithstanding anything to the contrary in this Section 1105, this Section 1105 shall not apply to a business or a location approved by the City as a conditional use for Auto Auction Sales With Open Storage.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this ____ day of _____, 2008.

Ayes _____
Nays _____

George Tourville, Mayor

Attest:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

AT&T (Steve Trueman) - Case No. 08-48CA

Meeting Date: October 27, 2008
 Item Type: Regular
 Contact: *HT* Heather Botten 651.450.2569
 Prepared by: *HT* Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Conditional Use Permit Amendment** to amend the site plan for an existing telecommunications tower site located at 6410 Carmen Avenue

- Requires a 4/5th's vote.
- 60-day deadline: November 21, 2008

SUMMARY

The applicant is proposing to amend a site plan for an existing conditional use permit for a cell phone tower site. AT & T would like to add antennas to an existing monopole tower and construct a prefab equipment shelter on property which is owned by the City. The original approved site plan, dated 9-10-99, allowed for future tenants on the site but the first equipment shelter was not constructed in the location shown on the original plans. Therefore, the conditional use permit amendment is being requested to bring the site into conformance with the existing conditions.

Planning Staff: Recommends approval of the request with the conditions listed in the attached resolution (changes were made to condition 1 and conditions 10 and 11 were added, otherwise the conditions were carried over from the original CUP).

Planning Commission: Recommended approval of the request at their October 21, 2008 meeting (8-0).

Exhibits: Conditional Use Permit Amendment Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO AMEND
THE SITE PLAN FOR AN EXISTING TELECOMMUNICATIONS TOWER SITE LOCATED
AT 6410 CARMEN AVENUE**

Planning Case No. 08-48CA (AT&T)

WHEREAS, an application for Conditional Use Permit Amendment has been submitted for property legally described as the following;

See Exhibit A

WHEREAS, the aforescribed property is zoned P, Public;

WHEREAS, a telecommunications tower site is listed as a conditional use in P zoning districts;

WHEREAS, in 1999 the City Council approved a conditional use permit for a telecommunications tower to be located on said property;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 21, 2008;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to amend the site plan is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department dated 8/8/08.
2. The tower is not to be lighted, unless the FAA requires it to be. If the FAA should find the tower to be an aviation hazard, the lighting shall be white strobe for daytime marking and red lighting for nighttime marking. The strobe lighting shall be beamed skyward to the greatest extent possible per FAA rules. The pole shall not have nighttime strobe lighting under any conditions.
3. The corrosive resistant monopole shall not be painted.

- 4. The monopole or antennas shall not exceed a height of 150 feet.
- 5. The use of any portion of the tower for signs and advertising purposes is prohibited.
- 6. If the tower and its accessory facilities become obsolete or unused, they shall be removed within 12 months of the cessation of operation at the site. In addition, the curb cut on Carmen Avenue providing access to the tower site shall be closed at the expense of the tower owner within said 12 months.
- 7. Prior to issuance of a building permit for any of the proposed improvements, a lease shall be negotiated with the City and executed by all parties.
- 8. A copy of Northern Natural Gas access lease/easement shall be submitted to the City prior to issuance of a building permit for the tower or accessory structure.
- 9. The City's consultant telecommunications engineer shall find the operating frequencies of the Personal Wireless Service users of the tower to be satisfactory relative to the City's radio communications frequencies prior to issuance of a building permit for any site improvements associated with the tower.
- 10. Resolution No. 99-174 shall become null and void and shall be replaced by the terms of this conditional use permit.
- 11. Prior to the issuance of the building permit all tenant and subtenant payments shall be up to date for the site as referenced in the lease agreement between the City of Inver Grove Heights and APT Minneapolis, dated November 22, 1999.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 27 day of October, 2008.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk



LEGAL DESCRIPTION OF PARCEL

That part of the South Half of the Northwest Quarter, Section 3, Township 27 North, Range 22 West of the 5th Principal Meridian, described as follows, to wit:

Beginning at the intersection of the South Line of South Half of the Northwest Quarter of said Section Three and the westerly line of the plat of Lofton Addition, thence westerly along the south line of the South Half of the Northwest Quarter to the intersection with the Southeasterly line of Carmen Avenue East, as described in Document No. 382244, thence northeasterly along the southeasterly line of Carmen Avenue East, as described in Document No. 382244, to the South line of the plat of Southeast Metro Industrial Park, thence easterly along the south line of Southeast Metro Industrial Park to its intersection with the west line of Lofton Addition, thence southerly along the west line of Lofton Addition to the point of beginning.

Exhibit A.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: October 21, 2008
SUBJECT: **AT & T – CASE NO. 08-48CA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a Conditional Use Permit Amendment to place equipment associated with a cellular phone tower at the base of the T-Mobile owned tower for the property located at 6410 Carmen Avenue. 12 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that AT & T would like to add antennas to an existing monopole tower and construct a prefab equipment shelter which on property which is owned by the City. The original approved site plan, dated 9-10-99, allowed for future tenants on the site but the first equipment shelter was not constructed in the location shown on the original plans. Therefore, the conditional use permit amendment is being requested to bring the site into conformance with the existing conditions. Staff recommends approval of the amendment with the eleven conditions listed in the report.

Chair Bartholomew asked if the existing building met setbacks, to which Mr. Hunting replied there were no encroachment issues.

Opening of Public Hearing

The representative for AT & T, Steve Trueman, 6842 Merrimac Lane, Maple Grove, advised he was available to answer any questions.

Chair Bartholomew asked if the applicant was agreeable with the conditions listed in the report, to which Mr. Trueman replied in the affirmative.

Chair Bartholomew asked if the 150 foot tower complied with airport regulations, to which Mr. Trueman replied that all cell towers are required to meet FAA regulations.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Simon, to approve the request for a conditional use permit amendment to amend a site plan for an existing conditional use permit for a telecommunications tower site with the conditions listed in the report, for the property located at 6410 Carmen Avenue.

Motion carried (8/0). This matter goes to City Council on October 27, 2008.

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

REPORT DATE: October 14, 2008

CASE NO: 08-48CA

HEARING DATE: October 21, 2008

APPLICANT: AT & T – Steve Trueman

PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Conditional Use Permit Amendment

LOCATION: 6410 Carmen Avenue

COMPREHENSIVE PLAN: Park

ZONING: P, Public and Shoreland Overlay District

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botter 
Associate Planner

BACKGROUND

The applicant is proposing to amend a site plan for an existing conditional use permit for a cell phone tower site. Telecommunication towers are conditional uses in all non-residential zoning districts.

EVALUATION OF THE REQUEST

Surrounding Uses. The site is surrounded by the following uses:

North – Vacant; zoned P; guided Park
East - Boher Pond/ Industrial; zoned I-1; guided IOP
West – Old Climb Theater; zoned B-3; guided IOP
South – Multiple Family; zoned R-3; guided MDR

SITE PLAN REVIEW

AT&T would like to add some antennas to the existing monopole tower and construct a 12' x 20' prefab equipment shelter, which are accessory uses and allowed with an approved building permit. The original approved site plan, dated 9/10/99, allowed for future tenants on the site but the first equipment shelter was not constructed in the location shown on the original plans. Therefore, the conditional use permit amendment is being requested to bring the site into conformance with the existing conditions. The tower is located on a leased space owned by the City of Inver Grove Heights. The proposed building is located in the designated leased area, within the enclosed fence.

The specific request is to approve the new site plan; no other changes or expansions are being requested at this time.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:
- Approval of a **Conditional Use Permit Amendment** to amend an approved site plan for a telecommunications tower site (changes are made to condition 1 and conditions 10 and 11 are added, otherwise the conditions are carried over from the original approval):
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department dated 8/8/08.
 2. The tower is not to be lighted, unless the FAA requires it to be. If the FAA should find the tower to be an aviation hazard, the lighting shall be white strobe for daytime marking and red lighting for nighttime marking. The strobe lighting shall be beamed skyward to the greatest extent possible per FAA rules. The pole shall not have nighttime strobe lighting under any conditions.
 3. The corrosive resistant monopole shall not be painted.
 4. The monopole or antennas shall not exceed a height of 150 feet.
 5. The use of any portion of the tower for signs and advertising purposes is prohibited.
 6. If the tower and its accessory facilities become obsolete or unused, they shall be removed within 12 months of the cessation of operation at the site. In addition, the curb cut on Carmen Avenue providing access to the tower site shall be closed at the expense of the tower owner within said 12 months.
 7. Prior to issuance of a building permit for any of the proposed improvements, a lease shall be negotiated with the City and executed by all parties.
 8. A copy of Northern Natural Gas access lease/easement shall be submitted to the City prior to issuance of a building permit for the tower or accessory structure.
 9. The City's consultant telecommunications engineer shall find the operating frequencies of the Personal Wireless Service users of the tower to be satisfactory relative to the City's radio communications frequencies prior to issuance of a building permit for any site improvements associated with the tower.

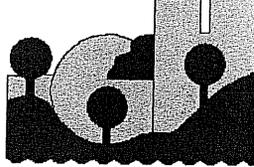
10. Resolution No. 99-174 shall become null and void and shall be replaced by the terms of this conditional use permit.
11. Prior to the issuance of the building permit all tenant and subtenant payments shall be up to date for the site as referenced in the lease agreement between the City of Inver Grove Heights and APT Minneapolis, dated November 22, 1999.

B. **Denial.** If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

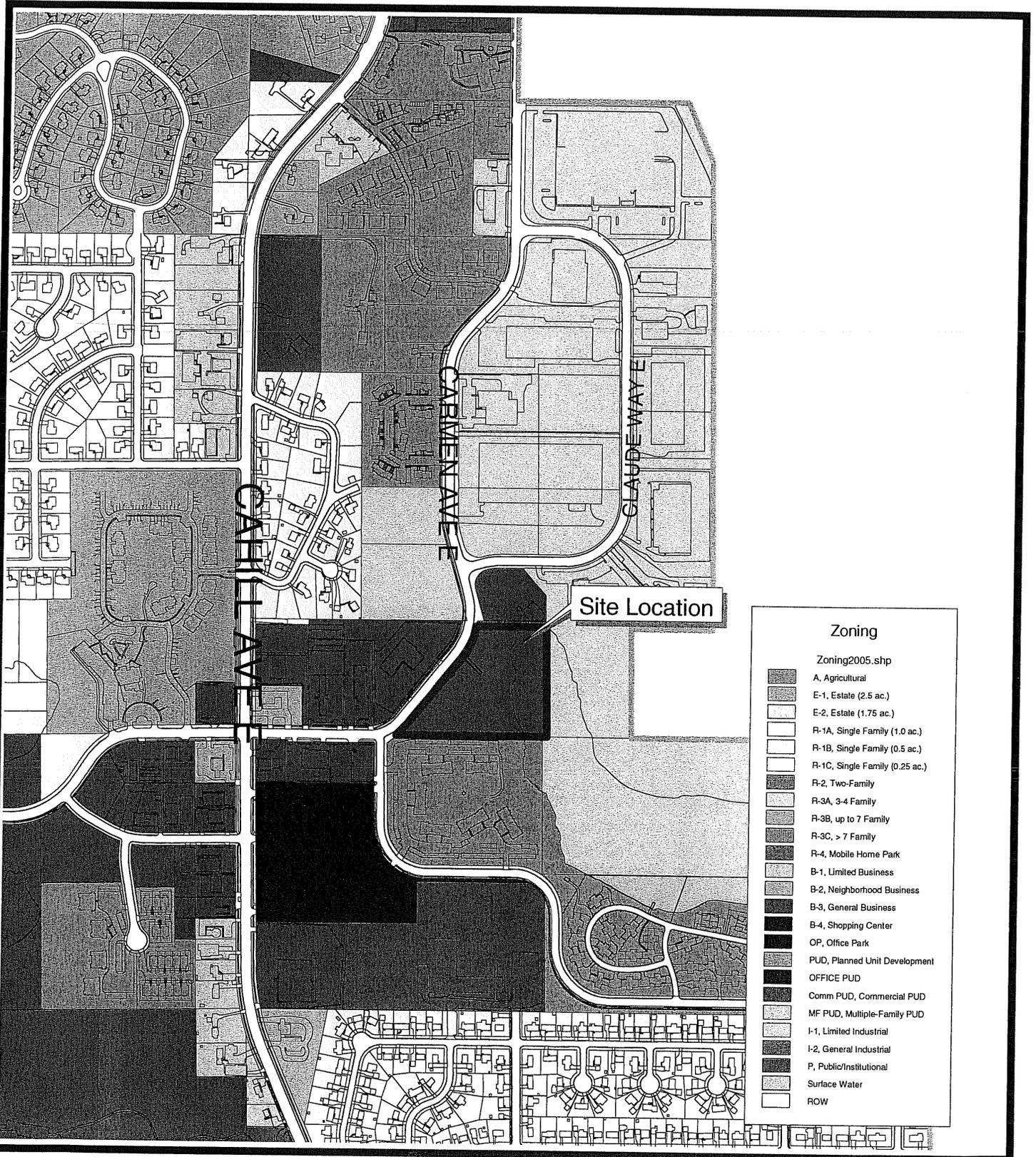
Based on the preceding report, Staff recommends approval of the conditional use permit amendment subject to the conditions listed above.

Attachments: Exhibit A – Zoning and Location Map
 Exhibit B – Proposed Site Plan
 Exhibit C – Original Site Plan



Inver Grove Heights

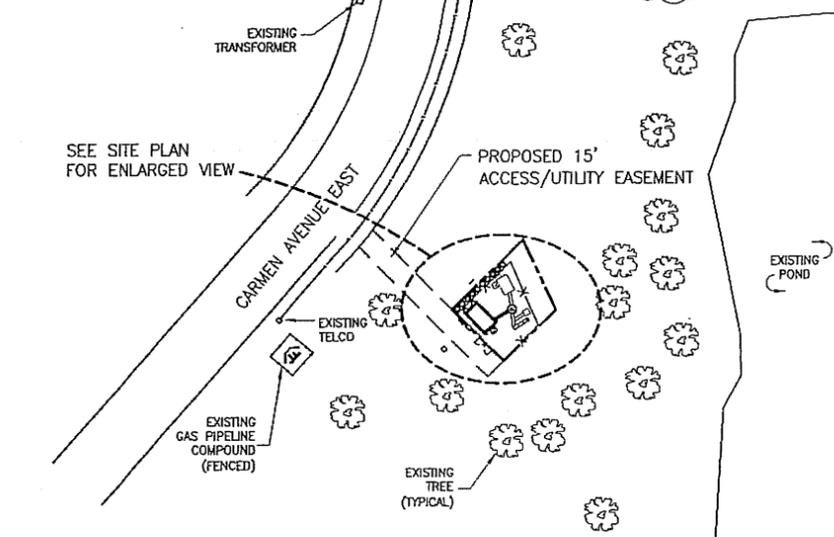
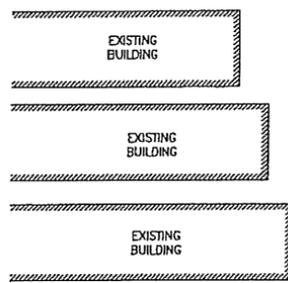
AT&T CUP Amendment



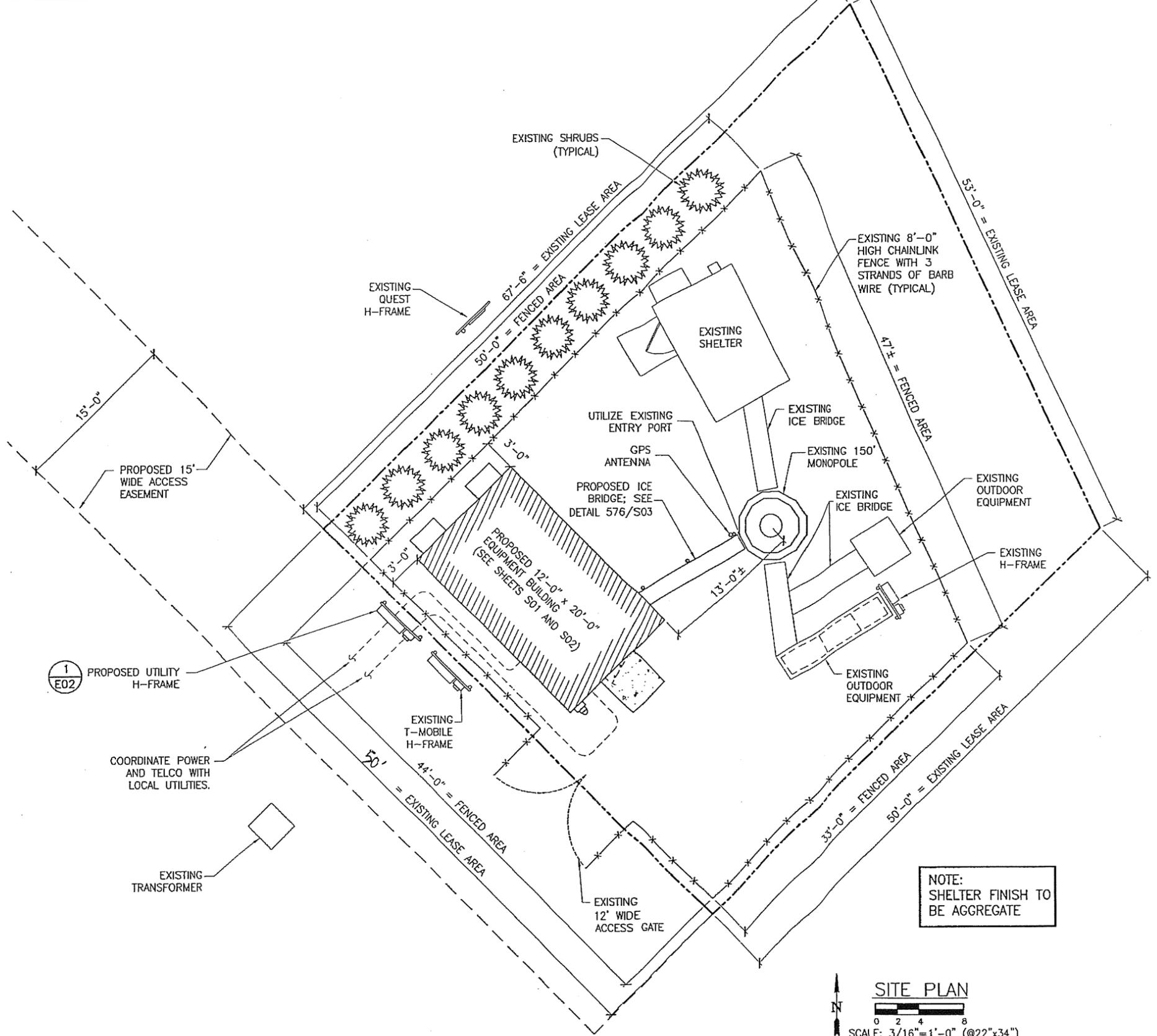
Zoning	
Zoning2005.shp	
[Pattern]	A, Agricultural
[Pattern]	E-1, Estate (2.5 ac.)
[Pattern]	E-2, Estate (1.75 ac.)
[Pattern]	R-1A, Single Family (1.0 ac.)
[Pattern]	R-1B, Single Family (0.5 ac.)
[Pattern]	R-1C, Single Family (0.25 ac.)
[Pattern]	R-2, Two-Family
[Pattern]	R-3A, 3-4 Family
[Pattern]	R-3B, up to 7 Family
[Pattern]	R-3C, > 7 Family
[Pattern]	R-4, Mobile Home Park
[Pattern]	B-1, Limited Business
[Pattern]	B-2, Neighborhood Business
[Pattern]	B-3, General Business
[Pattern]	B-4, Shopping Center
[Pattern]	OP, Office Park
[Pattern]	PUD, Planned Unit Development
[Pattern]	OFFICE PUD
[Pattern]	Comm PUD, Commercial PUD
[Pattern]	MF PUD, Multiple-Family PUD
[Pattern]	I-1, Limited Industrial
[Pattern]	I-2, General Industrial
[Pattern]	P, Public/Institutional
[Pattern]	Surface Water
[Pattern]	ROW



Map is not to scale



OVERALL PLAN
SCALE: 1/32"=1'-0" (@22"x34")



NOTE:
SHELTER FINISH TO
BE AGGREGATE

SITE PLAN
SCALE: 3/16"=1'-0" (@22"x34")

Ulteigengineers

2201 East River Road Suite 308
Minneapolis, Minnesota 55421
Phone: 763.571.2500 Fax: 763.571.1168
Minneapolis - Bismarck - Detroit Lakes - Fargo - Sioux Falls
Web: www.ulteig.com
Ulteig Job No. 208.1137

**SITE No. MPLSMN3601
VALLEY PARK**



4300 MARKET POINTE DRIVE, SUITE 350
BLOOMINGTON, MINNESOTA 55435

No.	DATE	REVISIONS	BY	CHK	APP
A	8/8/08	ISSUED FOR REVIEW AND COMMENT	JMM	KBA	RAE
SCALE: AS NOTED					
DESIGNED: RAE		DRAWN: JMM		ROBLEY A. EVANS	

THE SIGNED DRAWING IS THE CORRECT RECORD DOCUMENT, NOT THE AUTOCAD DISKETTE.
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE 8/8/08 REG. NO. 43119

DRAWING NAME	
PLAN VIEW	
DRAWING No.	MPLSMN3601-C01
REV	A

Exhibit B - New

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Tarek Ibn Ziyad Academy (TIZA) - Case No. 08-47PR

Meeting Date: October 27, 2008
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Major Site Plan Approval** to construct a 9,586+/- square foot addition onto the existing school for property located at 4100 66th Street.

- Requires a 3/5th's vote.
- 60-day deadline: November 7, 2008 (2nd 60-days)

SUMMARY

The applicant is proposing to add a 9,586+/- square foot classroom addition to the existing school. Major site plan approvals are subject to the criteria listed in City Code Section 515.90, Subd. 33, regarding consistency with the Comprehensive Plan, conformity with the Zoning Ordinance, and enforcement of site design standards. Subsequent the writing of the staff report it was brought to the City's attention that there was an error with the square footage calculations, which resulted in the project's FAR being .247, complying with the City's requirements. The development review and site design standards for the proposed addition have been met.

The school currently owns three parcels of land. Currently the building is located on Parcel 1. The new addition is proposed to be added to the existing school and crosses over the property line to Parcel 2. Staff is recommending combining the three parcels into one tax parcel since the lots function as one use and there are improvements used by the school on all three lots. The applicants are agreeable to combine parcels 1 and 2 but would like to keep parcel 3 on its own for any possible future development.

Planning Staff: Recommends approval of the request with the conditions listed in the attached resolution.

Planning Commission: The Planning Commission recommended approval of the request at their October 7, 2008 meeting (8-0).

Park and Rec Commission: NA

Exhibits: Major Site Plan Resolution
 Planning Commission Minutes from 10/07/08
 Planning Report

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

RESOLUTION NO.

**RESOLUTION APPROVING A MAJOR SITE PLAN REVIEW FOR AN ADDITION ONTO
AN EXISTING SCHOOL LOCATED AT THE PROPERTY 4100 - 66TH STREET**

CASE NO. 08-47PR

WHEREAS, an application for a Major Site Plan Approval has been submitted for property legally described as the following;

SEE EXHIBIT A

WHEREAS, the aforescribed property is currently zoned P, Public;

WHEREAS, all major site plan approvals are subject to the criteria listed in City Code Section 515.90, Subd. 33, regarding consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria;

WHEREAS, a public hearing concerning the Major Site Plan Approval was held before the Inver Grove Heights Planning Commission on October 7, 2008;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Major Site Plan Review criteria for a 9,586+/- square foot school addition is hereby approved subject to the following conditions;

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department

Parcel Survey	dated 9/29/08
Site Plan	dated 9/29/08
Grading and Drainage Plan	dated 9/29/08
Erosion Control Plan	dated 9/29/08
Landscaping Plan	dated 9/29/08
Elevation Plan	dated 9/29/08
Lighting Plan	dated 9/29/08

2. Parcels 1 – 3 shall be combined into one tax parcel prior to the release of the building permit.
3. A storm water facilities maintenance agreement shall be entered into between the City and the developer.
4. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
5. All plans shall be subject to the review and approval of the Fire Marshal.
6. Prior to the issuance of a building permit all grading, erosion control, and utility plans, or modifications thereof, must be approved by the City Engineer.
7. Any new rooftop and ground mounted mechanical equipment shall be screened 100% from view of the public.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder’s Office.

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2008.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

Exhibit A

LEGAL DESCRIPTION

Parcel 1: Commencing at a point 1639.36 feet North and 556.25 feet East of the Southwest corner of Section 2, Township 27, Range 22, thence East 330 feet, thence North and parallel with W.F. Krech's Add. 300 feet; thence West on the South of Gladstone Street produced West 330 feet, thence South 300 feet to place of beginning.

Parcel 2: The North 319 feet of the East 360 feet of the West 886.25 feet of the South 1639.36 feet of the Southwest Quarter (SW 1/4) of Section 2, Township 27, Range 22, Dakota County, Minnesota, more or less, together with an easement for driveway purposes in and to a strip of land 30 feet wide, said strip lying on the West of the school property described in Book 152 of Deeds on page 45 and running from the strip above conveyed to Gladstone Street, said easement to be appurtenant to and run with the parcel of land herein conveyed.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: October 7, 2008
SUBJECT: **TAREK IBN ZIYAD ACADEMY (TIZA) - CASE NO. 08-47PR**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a Major Site Plan Review to construct a 9,586 square foot addition onto an existing school for the property located at 4100 E. 66th Street. 27 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is proposing to add a 9,586 square foot addition onto the existing school. The specific request is for a major site plan review approval. Ms. Botten advised that the school currently owns three separate parcels of land. Staff is recommending combining the three parcels into one tax parcel. The applicants are agreeable to combining parcels 1 and 2 but they would like to keep parcel 3 on its own for possible future development. Ms. Botten advised that the property is currently zoned P, Public/Institutional which allows a maximum floor area ratio (FAR) of .25. She advised that subsequent to the distribution of the Commissioners receiving their planning report it was brought to the City's attention that an error was made in the square footage calculations which resulted in the project's FAR being .247 which complies with City's requirements. Staff recommends approval of the request with the conditions listed in the report.

Ms. Botten advised that in addition to the letters included in the report, staff spoke with one other resident who had general questions about the addition and whether or not a nature trail would be installed.

Chair Bartholomew asked if only parcels 1 and 2 were required to be combined.

Ms. Botten replied in the affirmative, but added that staff was still recommending that all three parcels be combined.

Commissioner Gooch asked if this was a public project, to which Ms. Botten replied that TIZA was considered a public school which was located in a Public/Institutional zoning district.

Opening of Public Hearing

The applicant, Asad Zaman, 6485 Dawn Way, stated he was available to answer any questions.

Chair Bartholomew asked if the applicants were agreeable with Condition 2 which required that parcels 1, 2, and 3 be combined.

Mr. Zaman stated they would prefer to combine only parcels 1 and 2 and keep parcel 3 separate to allow for more flexibility in case they wanted they wanted to sell it in the future. He stated at this point they intend to keep parcel 3 which is where their soccer field and basketball

courts are located.

Commissioner Simon questioned why the school itself was bringing this application to the City rather than the school district, and asked what school district they were in.

Mr. Zaman advised that TIZA was in District #4099.

Chair Bartholomew asked if the applicant was agreeable to the conditions listed in the report, to which Mr. Zaman replied all but Condition 2.

Tim Oberg, 4060 E. 66th Street, stated he lived immediately west of the school. Mr. Oberg stated he was concerned about whether there would be adequate parking available and questioned how the proposed parking had changed from the existing.

Chair Bartholomew advised that the report stated 62 spaces were required and 62 were being proposed.

Ms. Botten stated the applicants would not be adding any additional impervious surface to the parking lot.

Dean Beeninga (ATS&R Architects), 8501 Golden Valley Road, stated they complied with the City's parking requirements but were slightly reducing the parking from what currently exists.

Mr. Oberg advised that he shared a paved driveway with the school and wanted to ensure it would not become problematic in the future.

Chair Bartholomew asked if Mr. Oberg a formal agreement was in place for the shared driveway, to which Ms. Botten replied there was a driveway easement.

Corrine Kamish, 4046 – 65th Street, stated she was opposed to the request and presented letters from other residents that were opposed as well. She stated she was concerned about additional traffic as well as parking issues, stating that people often parked on the grassed areas. Ms. Kamish stated that TIZA continually defied the original terms they had agreed to, including having a mosque and incorporating religion.

Chair Bartholomew advised that the Planning Commission could not address policy relating to religion and education but rather that of land use. He added that they could, therefore, address Ms. Kamish's parking concerns.

Heidi Pendroy, 2556 – 76th Street, stated she worked as a teacher at TIZA and supported the request.

Commissioner Simon asked if the school was currently at capacity and had a waiting list, to which Ms. Pendroy replied they were not at capacity but had a continual waiting list.

Ed Gunther, 6671 Concord Boulevard, stated the school had a need for additional classrooms and a science program. In regards to parking on the non-paved areas, Mr. Gunther stated that situation only occurred a few times a year during special fund raising events or holiday

functions.

Karen Anderson, 2556 – 76th Street, stated she was a teacher at TIZA and supported the request. She stated ample parking was always available except during special events such as conferences.

At Commissioner Simon's request, Mr. Zaman pointed out the location of the overflow parking for special events which he stated occurred only twice a year.

Beth Samy, 7359 Clay Court, supported the proposed expansion, stating that TIZA was a positive influence to the area and provided a playground that was used by neighborhood children and daycares.

Sheila Ambrose, 6574 Dawn Way, stated she volunteered at the school and supported the expansion as the extra space was much needed.

Sohail Ahmed, 9339 Tyne Lane, stated the school needed additional classrooms and advised that he moved to Inver Grove Heights so his children could attend TIZA.

Planning Commission Discussion

Chair Bartholomew asked if a special permit was needed for overflow parking for special events.

Mr. Hunting replied that no special approvals or permits were needed for parking on grassy areas during special events, and that it would only be problematic if there were continual instances with overflow.

Commissioner Hark stated the parking issue was not germane, stating that vehicles parked on the grassy areas at his children's school as well during special events.

Chair Bartholomew stated he supported the request, as well as Condition 2 requiring that parcels 1, 2, and 3 be combined.

Planning Commission Recommendation

Motion by Commissioner Schaeffer, second by Commissioner Simon, to approve the request for a Major Site Plan Approval to construct a 9,586 square foot addition onto an existing school for the property located at 4100 – 66th Street East, with the seven conditions listed in the report.

Motion carried (8/0). This matter goes to City Council on October 27, 2008.

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: October 2, 2008

CASE NO: 08-47PR

HEARING DATE: October 7, 2008

APPLICANT and PROPERTY OWNER: Tarek ibn Ziyad Academy (TIZA)

REQUEST: Major Site Plan Approval (Section 515.90 Subd 33)

LOCATION: 4100 66th Street E

COMPREHENSIVE PLAN: Public/Institutional

ZONING: P, Public

REVIEWING DIVISIONS: Planning
 Engineering

PREPARED BY: Heather Botten
 Associate Planner

BACKGROUND

The applicant is proposing to add an approximate 9,586 square foot addition to the Tarek ibn Ziyad Academy (TIZA). The specific request is for a **Major Site Plan Approval** because the proposed addition has an increased assessed value over 50% of the value as determined by the Dakota County Assessor. The site plan review process was created to establish a formal site plan review procedure and provide regulations pertaining to the enforcement of site design standards.

EVALUATION OF THE REQUEST

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

North- Single family residential; zoned R-1C; guided LDR

East - Single family and Commercial; zoned A, B-3, and R-1C; guided CC and LDR

West - Single family; zoned R-1C and R-2; guided LDR

South - Agricultural, Single family residential; zoned A; guided LDR

SITE PLAN REVIEW

The project consists of an expansion to the existing building onto land on the south side of the building. There would be a new west facing entrance and seven new classrooms.

Lot Consolidation. The school currently owns three parcels of land. Currently the building is located on Parcel 1. The new addition is proposed to be added to the existing school and crosses over the property lines to Parcel 2. Therefore, even though all parcels are owned by the same entity, staff is recommending combining the three parcels into one tax parcel. The lots function as one use and there are improvements used by the school on all three lots. Combining the parcels would allow the City more control of possible future development if the school decided to sell some of their land. Combining the parcels would also give more flexibility to the applicant for any future modifications or expansions. Platting/combining the parcels is not a City requirement; staff is recommending it as a condition of approval since all three parcels are utilized by the school. The applicants are agreeable to combine parcels 1 and 2 but would like to keep parcel 3 on its own for any possible future development.

Setback Standards. Within the “P” district, all structures abutting a residential district must maintain a 50 foot setback. The closest point of the proposed addition to the property line along the residential lots is 73 feet. All building setbacks have been met.

Floor Area Ratio. Within the “P” district, the maximum floor to area ratio is .25. The size of the Lot 1 and Lot 2 is 213,711 square feet. Based on the numbers provided on the site plan, the existing school building square footage plus the detached garage is 48,552 which equals a floor area ratio (FAR) of .23. The proposed addition would increase the total building square footage to 57,880 square feet which is equal to an FAR of .27. Including the lot area of Parcels 1 and 2, the FAR exceeds the code maximum. If the area of Parcel 3 is included (128,366 sq ft), the FAR would be .17. Staff recommends the applicant be required to combine all three parcels into one tax parcel to bring the site into compliance with the maximum floor area ratio requirement. If the parcels are not all combined into one tax parcel, then a variance would be required to exceed the maximum FAR.

Building Coverage. Within the “P” district, the maximum building coverage is 20%. The size of Lot 1 and Lot 2 combined is 213,711 square feet. The total proposed building footprint on the site is 42,315 square feet, or 19.8% of the site. This includes the existing building, the proposed addition, and the existing accessory building.

Building Height. The proposed building would be 15.5 feet which is below the maximum 35 feet allowed. All new rooftop and ground mounted mechanical equipment shall be screened 100% from view of the public.

Access. The access points will remain unchanged. The access points are off 66th Street.

Parking. Parking requirements for an elementary school are one space for each employee plus one space per two classrooms. The applicant has indicated there would be 29 classrooms and 47 employees for a total parking requirement of 62 spaces. There are 62 parking spaces on site. Parking satisfies zoning requirements.

Landscaping. Landscaping requirements require a total of 10 overstory trees or the equivalent to be planted as part of the expansion.

The applicant has provided a landscape plan which shows deciduous over story trees and shrub plantings. There are 5 overstory trees and an equivalent of 6 trees in shrubs for a total of 11 trees. The proposed plan meets the landscaping requirements.

Exterior Materials. The materials used for the addition are proposed to match the existing school building. The materials proposed comply with code requirements.

Parking Lot and Building Lighting. The applicant has submitted a lighting plan which illustrates the location of lighting in the parking lot and on the building. Cut sheets of the fixtures show a shoe-box style with flat lens which complies with City standards. The illumination pattern of the lights also complies with maximums at property lines. Any building lighting must also be a shielded type where the bulb or source of light is not visible.

Grading and Drainage. The Engineering Division finds the general storm water plan to be in compliance with section 430 of the City code. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer. A storm water facilities maintenance agreement is needed. Additional Planning escrow will be required in order address attorney’s fees in drafting and executing this agreement.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Major Site Plan Review** for a 9,586 +/- square foot addition to the school subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department

Parcel Survey	dated 9/29/08
Site Plan	dated 9/29/08
Grading and Drainage Plan	dated 9/29/08
Erosion Control Plan	dated 9/29/08
Landscaping Plan	dated 9/29/08
Elevation Plan	dated 9/29/08
Lighting Plan	dated 9/29/08

2. Parcels 1 – 3 shall be combined into one tax parcel prior to the release of the building permit.
3. A storm water facilities maintenance agreement shall be entered into between the City and the developer.
4. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
5. All plans shall be subject to the review and approval of the Fire Marshal.
6. Prior to the issuance of a building permit all grading, erosion control, and utility plans, or modifications thereof, must be approved by the City Engineer.
7. Any new rooftop and ground mounted mechanical equipment shall be screened 100% from view of the public.

B. Denial. If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

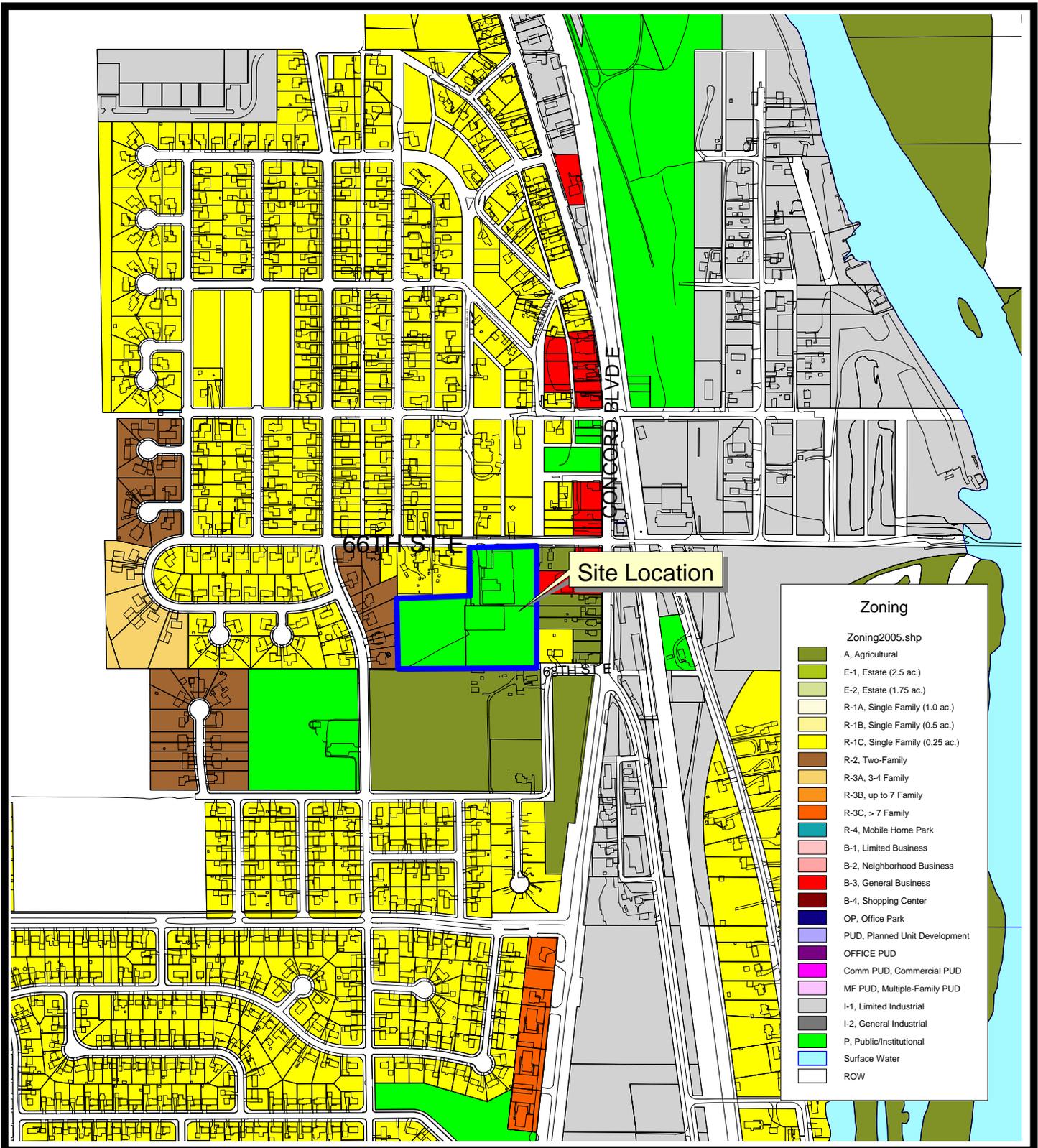
RECOMMENDATION

Based on the information in the preceding report and the rational listed in Alternative A, staff is recommending approval of the request. All three parcels must be combined into one tax parcel to avoid the need for a variance from the maximum floor area ratio.

Attachments: Zoning and Location Map
Comprehensive Plan Map
Applicant Narrative
Parcel Survey
Site Plan
Erosion Control Plan
Grading Plan
Landscape Plan
Elevation Plan
Lighting Plan
Floor Plan
Letters from residents



TIZA Major Site Plan



Map is not to scale



TIZA Case No. 08-47PR

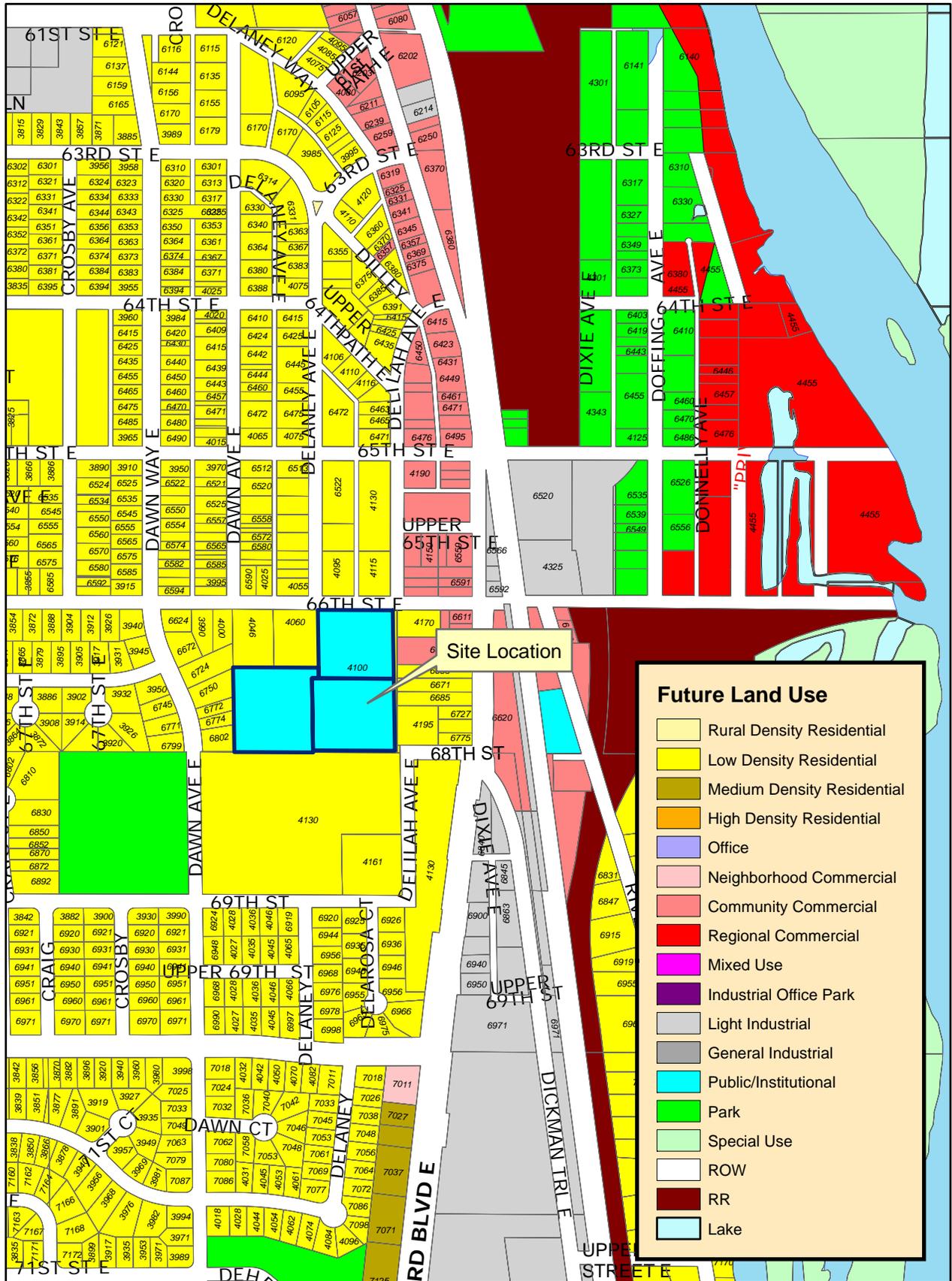


Exhibit B
Future Land Use Map



ARMSTRONG TORSETH SKOLD & RYDEEN INC



September 8, 2008

Heather Botten
Associate Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN. 55077

Re: Project: Additions to Tarek Ibn Ziyad Academy
ATS&R Project Number: 08056

Dear Ms. Botten:

We are submitting this letter per requirements set forth in the City of Inver Grove Heights application process.

Tarek Ibn Ziyad Academy is located at 4100 East 66th Street, Inver Grove Heights, MN 55076 Public School District #4099 which is the proposed development property.

The proposed project intends to add a 9,500 gross square foot one story addition placed on the South area of the existing building. The addition will consist of classrooms for the school. Materials for the addition will be consistent with the existing materials. Construction of the addition will occur in late 2008 and be completed in the summer of 2009.

Thank you for consideration and assistance on this project. Please contact me if there are any questions.

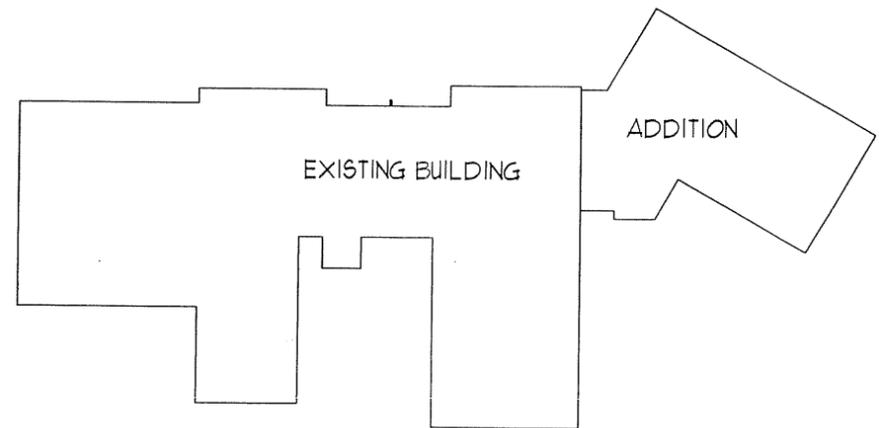
Sincerely,

Dean S. Beeninga, AIA
Project Architect, Partner

Addition and Alterations to: TAREK IBN ZIYAD ACADEMY

SCHOOL DISTRICT NUMBER 4099
 4100 EAST 66TH STREET
 INVER GROVE HEIGHTS, MN.

KEY PLAN



SHEET INDEX

- G1 TITLE SHEET
- LANDSCAPE

- L10 SITE SURVEY
- L11 PREVIOUS PARCEL SURVEY
- L12 EROSION AND SEDIMENTATION CONTROL PLAN
- L13 EROSION AND SEDIMENTATION CONTROL NOTES & DETAILS
- L30 SITE LAYOUT PLAN
- L40 SITE GRADING PLAN
- L50 SITE UTILITIES
- L60 SITE LANDSCAPE PLAN

- ARCHITECTURAL

- A31 FLOOR PLAN
- A41 EXTERIOR ELEVATIONS

- ELECTRICAL

- E01 SITE LIGHTING PLAN

LOCATION MAP

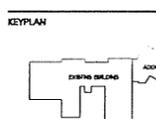


Addition and Alterations to
TAREK IBN ZIYAD ACADEMY
 PUBLIC SCHOOL DISTRICT NO. 4099
 4100 EAST 66TH STREET
 INVER GROVE HEIGHTS, MN

DRAWN BY
 JFN
 CHECKED BY
 DSEB
 ISSUED FOR
 SITE SUBMITTAL
 ISSUE DATE
 SEPT 29, 2008
 SHEET NAME
 TITLE SHEET

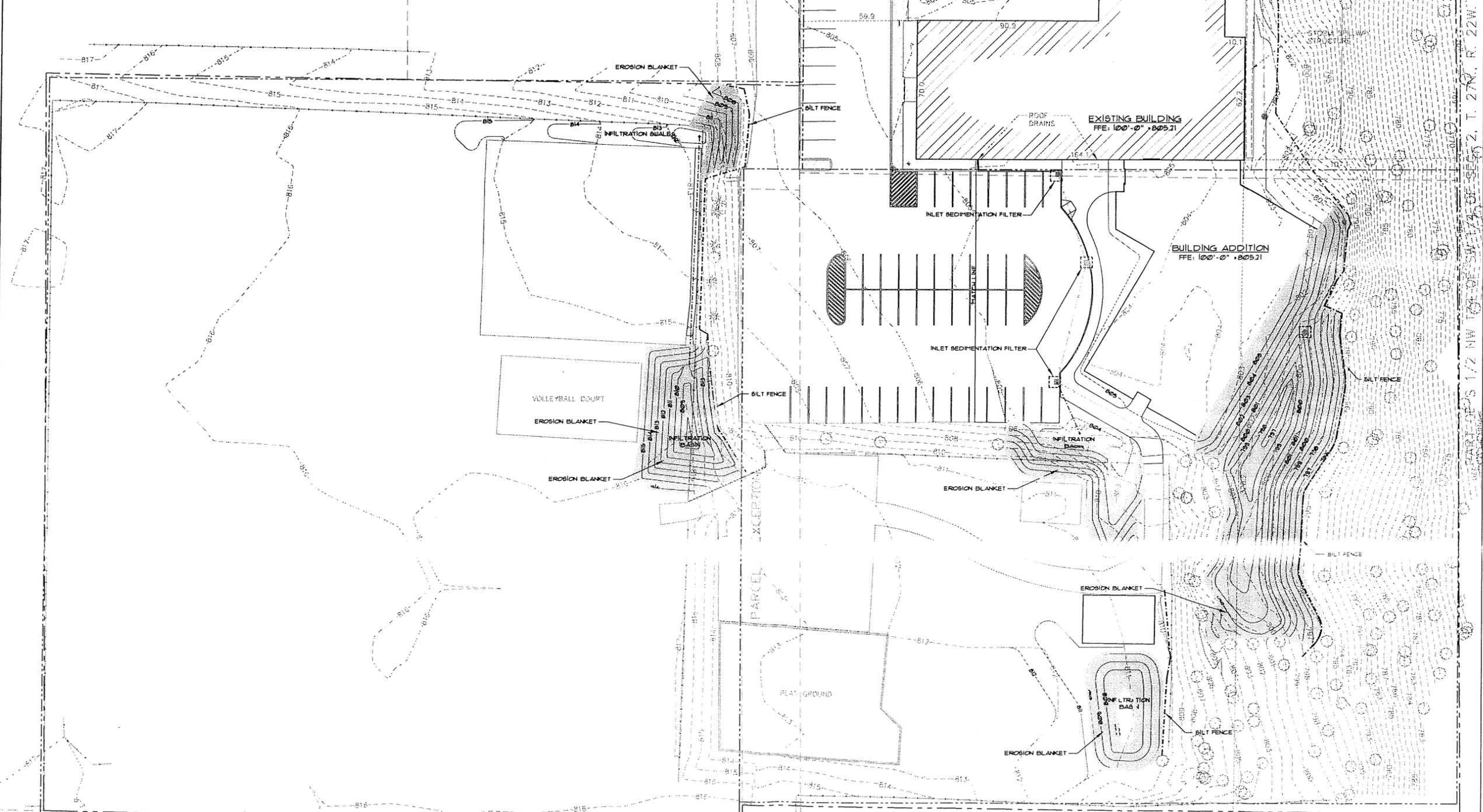
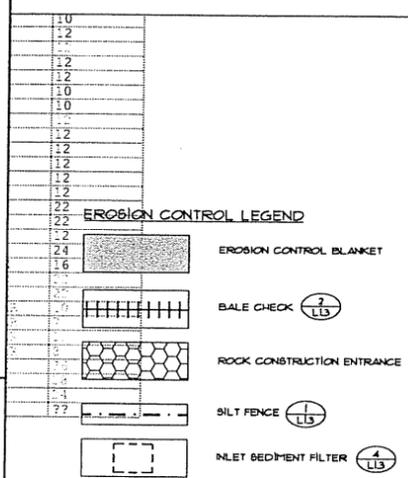
AT&R PROJECT NO.
 08056
 SHEET NUMBER

**Addition and Alterations to
 TAREK IBN ZIYAD ACADEMY**
 PUBLIC SCHOOL DISTRICT NO. 4099
 4100 EAST 66TH STREET
 INVER GROVE HEIGHTS, MN



DRAWN BY
 SEG
 CHECKED BY
 KFR
 ISSUED FOR
 SITE SUBMITTAL
 ISSUE DATE
 SEPT 29, 2008
 SHEET NAME
 SITE EROSION AND SEDIMENTATION CONTROL PLAN
 AT&R PROJECT NO.
 08056
 SHEET NUMBER

NW 1/4 OF SW 1/4 OF
 SEC. 2, T. 27N., R. 22W.



1 SITE EROSION AND SEDIMENTATION CONTROL PLAN
 L12 SCALE 1"=40'

**Addition and Alterations to
 TAREK IBN ZIYAD ACADEMY**
 PUBLIC SCHOOL DISTRICT NO. 4099
 4100 EAST 66TH STREET
 INVER GROVE HEIGHTS, MN

KEY PLAN
 DRAWN BY
 SEG
 CHECKED BY
 KRRR
 ISSUED FOR
 SITE SUBMITTAL
 ISSUE DATE
 SEPT 29, 2008
 SHEET NAME
 SITE GRADING PLAN
 AT&R PROJECT NO.
 08056
 SHEET NUMBER

GRADING GENERAL NOTES

ALL SOILS TRACKED ON TO PAVED SURFACES ON SITE AND ROADWAYS SHALL BE REMOVED DAILY.

CONTRACTOR SHALL OBTAIN AND COMPLY WITH ALL NECESSARY GRADING AND EROSION CONTROL PERMITS. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH THE BEST MANAGEMENT PRACTICES IN THE STATE OF MINNESOTA POLLUTION CONTROL AGENCY MANUAL "PROTECTING WATER QUALITY IN URBAN AREAS."

STOCKPILE SOILS FOR EARTHWORK OPERATIONS AS DIRECTED BY ARCHITECT OR OWNER'S REPRESENTATIVE. ALL STOCKPILING SHALL BE STABILIZED TO PREVENT EROSION.

CONTRACTOR SHALL HAVE ALL UNDERGROUND PUBLIC AND PRIVATE UTILITIES LOCATED PRIOR TO CONSTRUCTION.

DO NOT BEGIN GRADING UNTIL EROSION PROTECTION DEVICES ARE IN PLACE. MAINTAIN EROSION PROTECTION DEVICES UNTIL CONSTRUCTION IS COMPLETE AND PERMANENT TURF IS ESTABLISHED.

ALL AREAS VOID OF CONSTRUCTION ACTIVITY FOR MORE THAN 14 DAYS MUST BE TEMPORARILY SEEDED AND MULCHED.

MAINTAIN CONSTRUCTION FENCE UNTIL ALL WORK IS COMPLETED. CONTRACTOR SHALL PROVIDE PROPOSED LAYOUT OF CONSTRUCTION FENCE FOR REVIEW BY OWNERS REPRESENTATIVE, PRIOR TO CONSTRUCTION.

ROCK ENTRANCE TO BE PLACED AT ALL CONSTRUCTION ENTRANCES. CONTRACTOR SHALL PROVIDE PROPOSED LAYOUT OF CONSTRUCTION ENTRANCES FOR REVIEW BY OWNERS REPRESENTATIVE, PRIOR TO CONSTRUCTION. SEE (3)

CONTRACTOR SHALL PROVIDE TREE PROTECTION FENCING AROUND ALL EXISTING VEGETATION WITHIN GENERAL CONSTRUCTION LIMITS AND MAINTAIN UNTIL ALL SITE WORK IS COMPLETED. NO EQUIPMENT, STORAGE OR STOCKPILING SHALL BE PERMITTED WITHIN THE DRIP LINE OF ANY EXISTING TREE ON-SITE.

CONTRACTOR SHALL CLEAN STORM SEWER STRUCTURES AND PIPE OF SEDIMENT/ DEBRIS PRIOR TO SUBSTANTIAL COMPLETION.

ALL SPOT ELEVATIONS ARE TO GRADE OR TOP OF PAVEMENT, UNLESS OTHERWISE NOTED. TC INDICATES TOP BACK OF CURB.

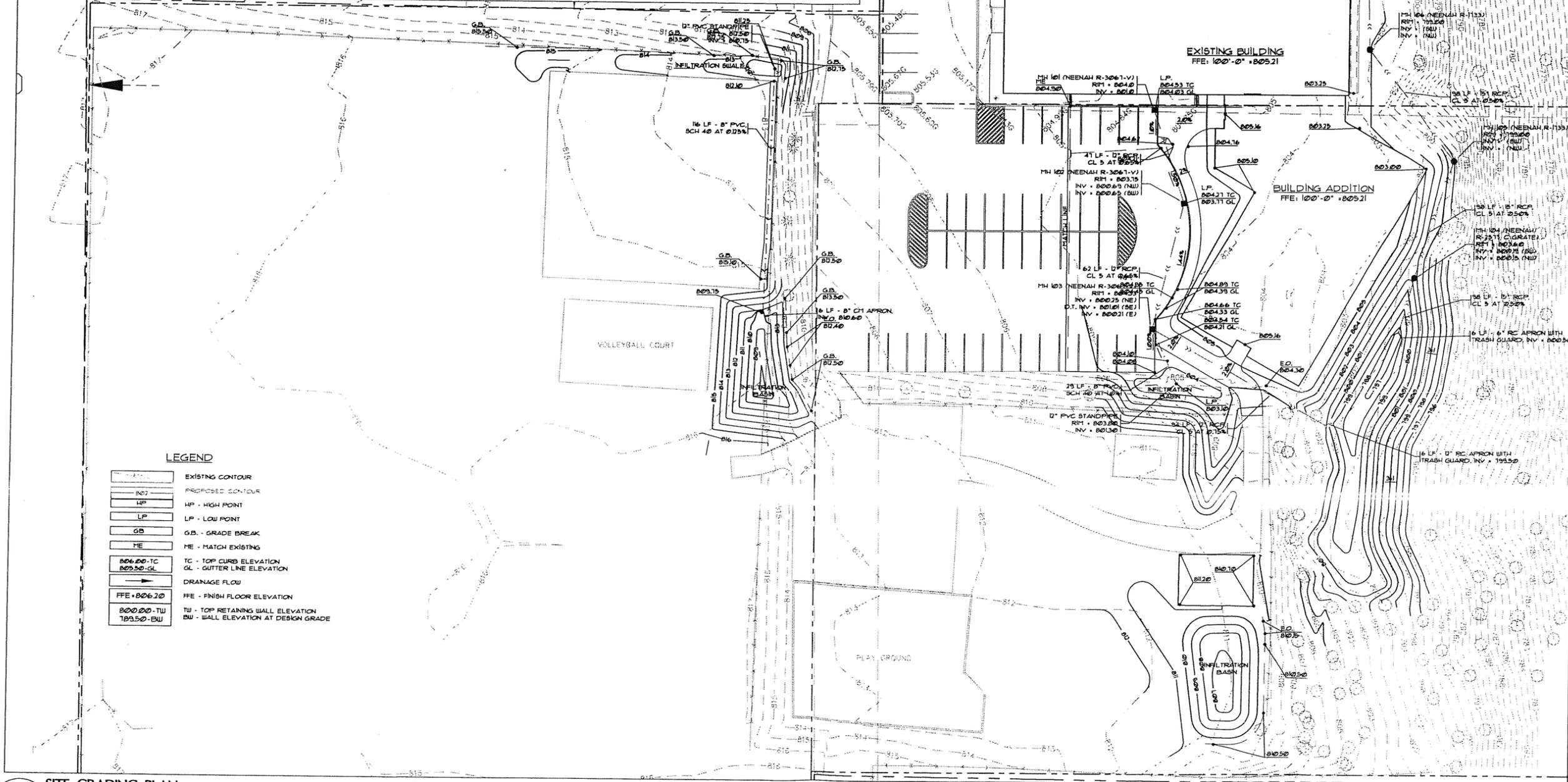
SEE SPECIFICATIONS FOR PAVEMENT HOLD-DOWNS AND SITE DIMENSION PLAN FOR LOCATIONS OF EACH PAVEMENT TYPE.

COOPERATION WITH UTILITIES: THE PLANS SHOW ALL KNOWN UTILITIES LOCATED WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION ACCORDING TO INFORMATION OBTAINED FROM THE SURVEY, AND/OR THE OWNER, AND/OR THE VARIOUS UTILITY COMPANIES. THE ACCURACY OF THE PLANS IN THIS RESPECT IS NOT GUARANTEED. FOR UTILITIES AFFECTED BY THE WORK, THE CONTRACTOR SHALL LOCATE, IDENTIFY, DESCRIBE, AND SUBMIT RECORD DRAWINGS TO THE ARCHITECT/ENGINEER AND THE AFFECTED UTILITY COMPANY SHOWING LOCATIONS OF UTILITIES DIFFERING FROM THE PLANS OR DISCOVERY OF UNCHARTED UTILITIES.

WATER LINES, SEWERS, GAS LINES, WIRE AND FIBER OPTIC LINES, SERVICE CONNECTIONS METER BOXES, VALVE BOXES, LIGHT STANDARDS, CABLEWAYS, SIGNALS, MANHOLES AND ALL OTHER UTILITY APPURTENANCES, INCLUDING ABOVE AND BELOW GRADE STRUCTURES, WITHIN THE LIMITS OF THE PROPOSED CONSTRUCTION WHICH ARE TO BE RELOCATED OR ADJUSTED ARE TO BE MOVED BY THE OWNERS OF THE UTILITIES AT THEIR EXPENSE, EXCEPT AS NOTED ON THE PLANS. THE CONTRACTOR SHALL PROVIDE COORDINATION FOR THE PROPER SEQUENCE OF RELOCATION, ADJUSTMENT OR REMOVAL.

LOCATIONS OF UTILITY SERVICES FROM THE POINT OF SUPPLY TO THE POINT OF CONNECTION WITH METERS, TRANSFORMERS OR OTHER PROJECT FACILITY SERVICE CONNECTION POINTS, EXCEPT SEWERS AND WATER, IF SHOWN, ARE SCHEMATICALLY LOCATED. THE CONTRACTOR SHALL PROVIDE COORDINATION FOR DETERMINATION OF FINAL LOCATIONS, AND SEQUENCE OF INSTALLATION, DIRECTLY WITH THE AFFECTED UTILITY COMPANY.

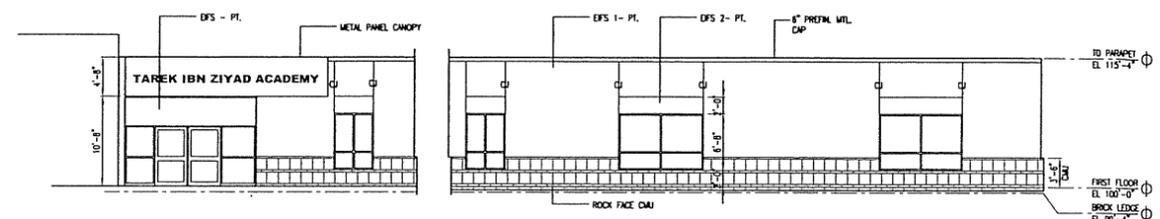
NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR COORDINATION AND SEQUENCING, DELAYS, INCONVENIENCE OR DAMAGE SUSTAINED BY THE CONTRACTOR DUE TO INTERFERENCE FROM THE UTILITIES AND APPURTENANCES OR THE OPERATIONS OF MOVING OR INSTALLING THEM.



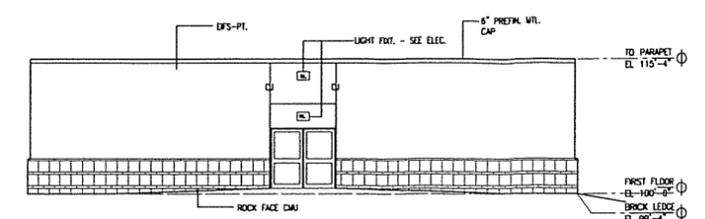
LEGEND

	EXISTING CONTOUR
	PROPOSED CONTOUR
	HP - HIGH POINT
	LP - LOW POINT
	GB - GRADE BREAK
	ME - MATCH EXISTING
	TC - TOP CURB ELEVATION GL - GUTTER LINE ELEVATION
	DRAINAGE FLOW
	FFE - FINISH FLOOR ELEVATION
	TW - TOP RETAINING WALL ELEVATION BW - WALL ELEVATION AT DESIGN GRADE

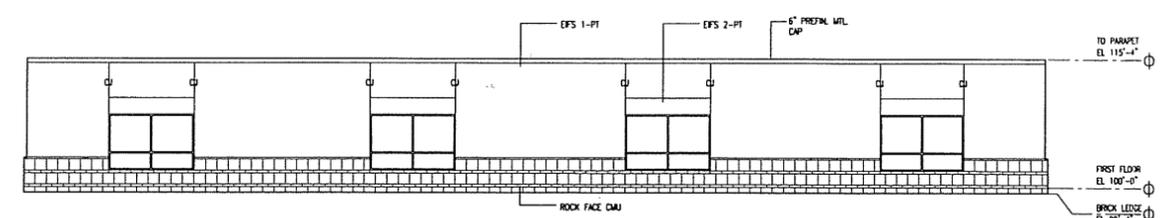
1 SITE GRADING PLAN
 L4.0 SCALE 1" = 20'



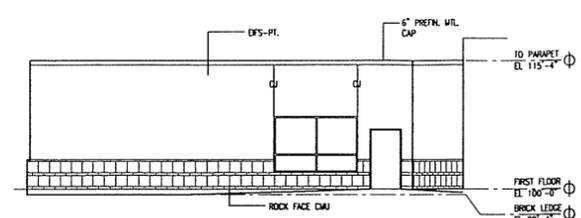
1 EXTERIOR ELEVATION
A4.1 WEST ELEVATION 1/8" 1'-0"



3 EXTERIOR ELEVATION
A4.1 SOUTH ELEVATION 1/8" 1'-0"



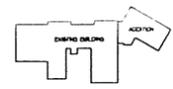
2 EXTERIOR ELEVATION
A4.1 EAST ELEVATION 1/8" 1'-0"



4 EXTERIOR ELEVATION
A4.1 NORTH ELEVATION 1/8" 1'-0"

Addition and Alterations to
TAREK IBN ZIYAD ACADEMY
PUBLIC SCHOOL DISTRICT NO. 4099
4100 EAST 66TH STREET
INVER GROVE HEIGHTS, MN

KEYPLAN



DRAWN BY

name

CHECKED BY

name

ISSUED FOR

SITE

SUBMITTAL

ISSUE DATE

SEPT 29, 2008

SHEET NAME

EXTERIOR

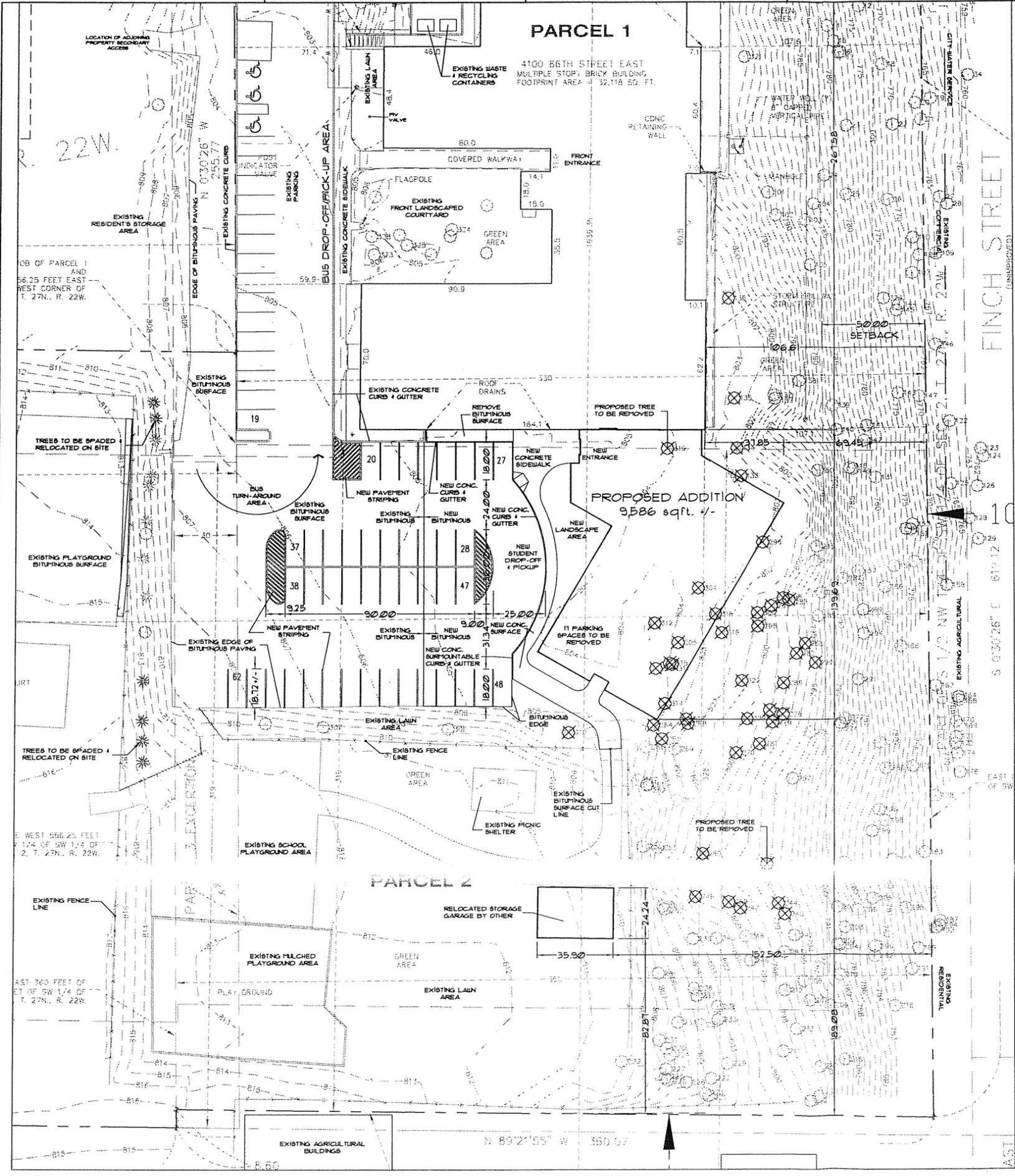
ELEVATIONS

ATS&R PROJECT NO.

08056

SHEET NUMBER

08056



PARCELS 1 & 2 TOTAL AREA	= 213,711 sq. ft.
20% ALLOWABLE BUILDABLE AREA	= 42,742 sq. ft.
EXISTING BUILDING FOOTPRINT	= 32,118 sq. ft.
PROPOSED ADDITION FOOTPRINT	= 9,586 sq. ft.
EXISTING GARAGE (RELOCATED)	= 869 sq. ft.
TOTAL	= 42,315 sq. ft.

20% ALLOWABLE - TOTAL BLDG SQFT (421 sq. ft.)

EXISTING PARKING SPACES	51 STRIPED SPACES
PROPOSED PARKING SPACES	- 62 SPACES
40 EXISTING STAFF MEMBERS	= 40 SPACES
22 EXISTING CLASS ROOMS / 2	= 11 SPACES
1 NEW CLASS ROOM / STAFF	= 1 SPACES
1 NEW CLASS ROOM / 15 / 2	= 4 SPACES
TOTAL	= 62 SPACES

EXISTING/PROPOSED BUS LOADING = 6 BUSES
 (4 BUS STAGING SPACES)
 NEW STUDENT DROP-OFF/PICK-UP AREA = NEW ADDITION

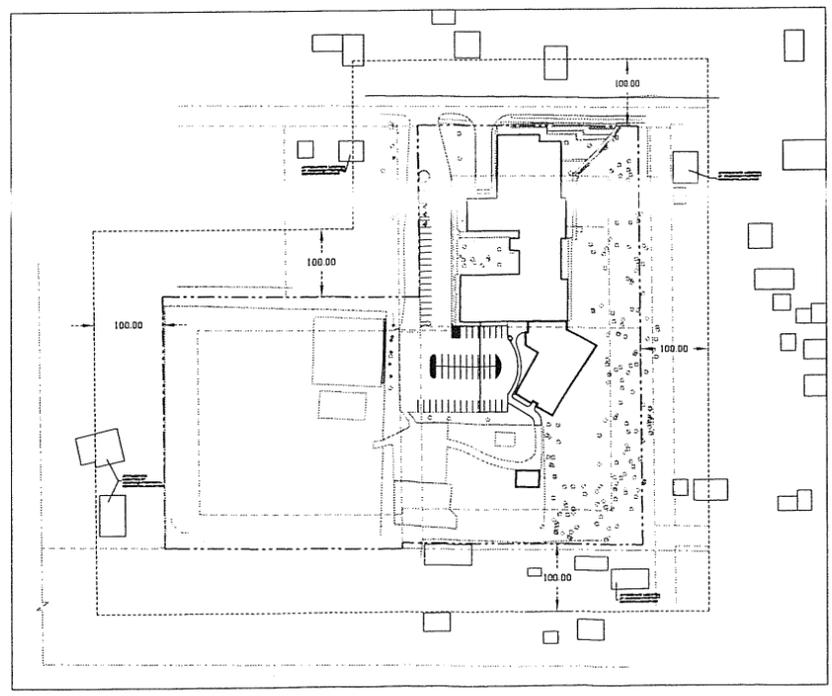
PARCELS 1 & 2 AREA
 EXISTING IMPERVIOUS SURFACE AREA = 99,716 sq. ft. v-
 (INCLUDING 30' EASEMENT AREA)

ADDITIONAL IMPERVIOUS SURFACE AREA = 4,139 sq. ft. v-
 (INCLUDES BUILDING + CONC. WALK ADDITIONS)
TOTAL = 103,855 sq. ft. v-

REDUCTION OF IMPERVIOUS SURFACE = 1,840 sq. ft. v-
 (PARCELS 1 & 2)
TOTAL = 102,015 sq. ft. v-

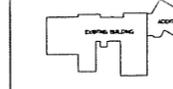
NO NEW PARKING BEING ADDED IN THIS PHASE
 EXISTING PARKING AREA ONLY BEING RE-STRIPED

225 TREES IDENTIFIED ON SURVEY
 43 POTENTIAL TREES TO BE REMOVED



**Addition and Alterations to
 TAREK IBN ZIYAD ACADEMY**
 PUBLIC SCHOOL DISTRICT NO. 4099
 4100 EAST 66TH STREET
 INVER GROVE HEIGHTS, MN

REV: 01/11



DRAWN BY: RJS
 CHECKED BY: AGS
 ISSUED FOR: SITE SUBMITTAL
 ISSUE DATE: SEPT 29, 2008
 SHEET NAME: SITE LAYOUT PLAN
 AT&R PROJECT NO.: 08056
 SHEET NUMBER: 120

September 29, 2008

ATTN: Alan Hunting, City Planner
Inver Grove Heights Planning Commission

Please be advised this letter serves as total objection regarding the application for an addition at 4100 66th St. by the Charter School, TIZA of Inver Grove Heights.

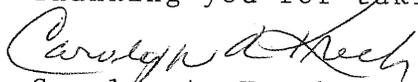
The reason for the Commission to deny this request, is that this school accepts all tax payer dollars and has not yet to date complied to the laws of the State of Minnesota or the United States of America.

Muslims are in total contradiction and have no intentions to obey the laws of this great Country.

My family has lived, served, and paid taxes to this country, school, state, and federal since 1850!

Justice must be served.

Thanking you for taking action on this matter,



Carolyn A. Krech
6402 Burnham Circle
Inver Grove Heights, MN 55076
Tel: (651) 455-5798

October 1, 2008

To: Inver Grove Heights Planning Commission

Regarding: Tarek IBN Ziyad Academy – Case No. 08-47PR
Variance request for a major site plan review to construct a 9,500 square foot addition onto the existing school.

As a neighboring property owner, we are opposed to the request for this variance and encourage you to deny any such plan.

Thank You,

Don & Betty Lencowski
4055 E. 66th Street
Inver Grove Heights, MN 55076

October 1, 2008

To: Inver Grove Heights Planning Commission

Regarding: Tarek IBN Ziyad Academy – Case No. 08-47PR
Variance request for a major site plan review to construct a 9,500 square foot addition onto the existing school.

As a neighboring property owner, we are opposed to the request for this variance and encourage you to deny any such plan.

Thank You,



Sharon Lencowski
4000 E. 66th Street
Inver Grove Heights, MN 55076

Heather Botten

Subject: FW: TIZA

Allan Hunting,

I am the daughter of Corrine Kamish. I am acting as a liaison as she does not have access to email. Below are some comments/concerns from a few neighbors, my mother is the only one adding her name. For the record, I am completely against this school period. Any expansion plans is just another slap in the face to the tax payers. I will be attending the meeting to let my opinion be known.

"They have no respect for the American people. Asad Zaman is an Imam or Muslim Religious Leader. What does that tell you? The American flag did not fly as long as they owned the school. That should of been the first step taken to show respect to us. Their answer to this was that they didn't know how to work the pole??"

Corrine Kamish

"They already said no to taking the religion out of the school. In fact, they were going to let the children lead the prayers and the adults are there to protect the children.. From what? They said they would shorten the p*rayers. Big deal! We can't have religion in our school. So why are they different or privileged? Remember, OUR TAX DOLLARS ARE PAYING FOR THIS!"

Unsigned.

"Giving them permission to add on is only a start to more trouble. They already have defied our laws by having Mosques and Religion in the school. Separation of Church and State.. At what point did the Muslims become exempt from this?"

Unsigned

Tracy Sproatt
651.271.1126

10/3/2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ALLIED WASTE ; Property located north of 117th Street and east of Rich Valley Boulevard immediately west of the Pine Bend Landfill.

Meeting Date: October 27, 2008
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following actions for property located on the west side of Clark Road, north of 117th Street:

- a) Consider a Resolution relating to a **Conditional Use Permit** for a Yard Waste Composting operation within the IRM, Integrated Resource Management Overlay District
 - Requires 3/5th's vote.
 - 60-day deadline: December 16, 2008 (first 60-days)

SUMMARY

Allied Waste is proposing to operate a Yard Waste Composting operation located on the far east side of the "west 100 acres". Yard Waste Composting is allowed by conditional use permit within the IRM, Integrated Resource Management Overlay District.

The total site size would be approximately nine acres. The items collected would include; grass, leaves, brush, logs, sod and tree stumps. The material would be shredded and then an enzyme would be added to the mix to increase the rate of decomposition. The material would be stored in windrows for composting. The specifics of the operation are detailed in the attached report submitted by Allied Waste.

ANALYSIS

Barr Engineering looked at the application and felt the most important issues included; odor, noise, dust and ground water.

Odor. Any potential odor problems would be addressed through a monitoring and contingency plan which is in the process of being created through discussions with the applicant, Barr Engineering and Allied Waste. This process would be required to be approved by the City before any waste is accepted at the site.

Noise. Noise from the operation is not expected to be significant. Barr has made some recommendations that the Planning Commission concurred with regarding some possible mitigation measures if noise from the shredder becomes a problem. Condition #12 of the CUP addresses this issue.

Dust. Dust can be controlled through the use of the watering truck that monitors dust at the landfill and dirt stockpiling site by the landfill on the north side of 117th Street. No additional measures were recommended by the Planning Commission.

Groundwater. Barr Engineering did not see an issue with groundwater problems with this operation. The stormwater collected from the site would run northward through a vegetative buffer strip before entering the existing stormwater pond on the northeast corner of the site. The existing well monitoring perimeter around the landfill would detect if there was any problems with runoff from the composting site infiltrating into the soils. Barr did not see any need for any additional conditions.

The proposed site plan complies with all performance standards. A berm approximately 1600 feet long and 15 feet high would provide screening of the site from Rich Valley Boulevard along areas that have direct views to the site.

Planning Staff Recommends approval of the conditional use permit as presented.

Planning Commission Recommended approval of the request with adding Condition #12 which addresses noise concerns.

Environmental Commission Reviewed the request and did not have any issues with the use and recommended approval.

Attachments: Conditional Use Permit Resolution
Planning Commission Recommendation
Planning Report (includes Environmental Commission Minutes)
E-Mail from Todd Wicker

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A YARD
WASTE COMPOSTING FACILITY IN THE IRM, INTEGRATED RESOURCE
MANAGEMENT OVERLAY DISTRICT**

**CASE NO. 08-45C
(Allied Waste)**

WHEREAS, a conditional use permit application has been submitted to the City for property legally described as;

Part of S1/2 of the NE1/4, Section 32, Township 27, Range 22, Lying Easterly of SAR #71 Ex N 2 acres Lying East of SAR #71. Also Part of S1/2 of NW1/4, Section 33, Township 27, Range 22, lying Westerly of Chicago Rock Island RR ex part lying Westerly of centerline of SAR #71, Section 33, Township 27, Range 22, Dakota County, Minnesota

WHEREAS, the property is zoned I-1, Limited Industry and is located in the IRM, Integrated Resource Management Overlay District;

WHEREAS, a Yard Waste Composting is a conditional use in the IRM, Intergraded Resource Management Overlay District per Subd. 33. E. b;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on October 21, 2008;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, a conditional use permit for a Yard Waste Composting Facility is granted for the aforesdescribed property, subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Proposed Grading Plan	dated 7/22/08
Proposed Facility Layout	dated 7/22/08
Landscape Plan	dated 10/16/08
Application Packet	dated August/2008

2. Prior to commencement of construction, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. The hours of operation shall be limited to Monday through Friday from 7:00 a.m. to 5:00 p.m. and Saturday from 7:00 a.m. to 3:00 p.m. The site may be open for the acceptance of material up to 7:00 p.m., Monday through Friday. The hours of the shredding operation shall be limited to 7:00 a.m. to 5:00 p.m., Monday though Friday.
4. All material subject to movement or blowing by the wind shall be appropriately disposed of. The site shall be maintained free from all trash, rubbish and other waste, not specifically permitted, at all times and all plastics and non-degradable materials collected through the screening process shall be disposed of in a timely fashion.
5. All areas of the lot shall be mowed and maintained and be free from trash, debris or storage.
6. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
7. The applicant shall obtain any and all necessary permits from the Minnesota Pollution Control Agency and Dakota County. The terms and conditions of any required MPCA and Dakota County permits shall be incorporated as a part of this conditional use permit as if they were specifically stated herein. Violations of the MPCA and/or Dakota County permit requirements shall be deemed to be a violation of the terms of this Conditional Use Permit and shall be grounds for remedial action on the part of the City.
8. The applicant shall be required to develop a work plan for performing air quality modeling and submit for City review. The plan must be approved by the

Planning Department prior to any compost waste being accepted at the site. The work plan shall include the following;

- a) Provide odor monitoring data (if available) from a similar composting facility where the BACS process has been used.
 - b) Develop a protocol for estimating potential odor impacts based on the Calpuff air quality model and submit the protocol for City review and approval.
 - c) Provide an odor monitoring plan for City review which may include collecting and analyzing air samples, documenting odor complaints.
 - d) Perform air quality modeling and submit for City review.
 - e) Add a description in the monitoring plan defining wind directions and speeds that compost turning, shredding, screening, loading, and other processing will be conducted.
 - f) Prepare a contingency plan for City review that would describe the threshold for when corrective action would be taken and the steps that would be taken to evaluate and correct the odor problem.
9. All on-site haul roads shall be maintained dust-free during operations by watering as needed.
10. Additional moisture shall be added to the final compost before final screening and loading on to vehicles as needed to maintain dust-free operation.
11. Any building must comply with the exterior building material requirements of the Zoning Ordinance. If any variations are proposed, a separate variance application would be required to address the exterior material requirements.
12. If noise from the shredder become objectionable, then the following are possible means to correct the problem based on recommendations from Barr Engineering listed in their September 29, 2008 memo to the City:
- a) If noise from the shredder is objectionable, a partial enclosure and/or noise wall may be useful in shielding sensitive receptors from its noise.
 - b) Increasing the height of the surrounding berm may provide noise attenuation as well as provide visual screening of the site.
 - c) There is some potential for reversing (back up) alarm noise to be objectionable at nearby residences. "White-noise" type reversing alarms should be evaluated by Allied Waste to minimize noise impacts while maintaining safety on the site.

Passed this _____ day of _____, 2008.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: October 21, 2008
SUBJECT: **ALLIED WASTE – CASE NO. 08-45C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow a yard waste composting operation within the IRM, Integrated Resource Management Overlay District for the property located on the east side of Rich Valley Boulevard, north of 117th Street. 12 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Allied Waste is proposing to operate a yard waste composting facility on the West 100 Acres. He advised that a yard waste composting operation is allowed in the IRM by conditional use permit. Mr. Hunting advised that the request meets the maximum size requirements, the applicant has provided an acceptable procedures plan, and the applicants are providing a chain link fence around the perimeter to prevent the spread of debris. The applicants are proposing to process the waste Monday through Friday from 7:00 AM-5:00 PM and to accept waste Monday through Friday from 7:00 AM-7:00 PM and Saturday 7:00 AM-3:00 PM. Mr. Hunting advised that Barr Engineering reviewed the four main issues of odor, noise, dust, and groundwater and does not anticipate these to be a concern. They have added some conditions, however, that a monitoring plan be developed and approved by the City to address potential odors, and that the on-site haul roads be kept dust-free by watering as needed. Mr. Hunting advised that the Environmental Commission recommended approval of the request as proposed and supported the additional hours of waste acceptance. Staff recommends approval of the request with the eleven conditions listed in the report.

Chair Bartholomew asked if the work plan would be completed before any processing took place, to which Mr. Hunting replied in the affirmative.

Opening of Public Hearing

The applicant, Mike Ayers, 2495 – 117th Street, stated he was the general manager of Pine Bend Landfill and would also be responsible for the oversight of the composting operation. He advised that this project was different from a standard yard waste composting operation in that they are employing biological acceleration carbon stabilization which will accelerate the decomposition process. He explained that the compost would be shredded and then treated with an enzyme to accelerate decomposition, which would expedite the normal six month process to 6-12 weeks. He advised that this process also minimizes any potential odor problems that may occur as a result of the decomposition process. Mr. Ayers advised that the material that will be produced from this process will be used for commercial grade landscaping and possibly to provide cover at the landfill. Mr. Ayers advised that the facility will be open to the public and therefore they are requesting an extension of hours to allow the public time to get to the facility.

Chair Bartholomew asked how the product would be sold, to which Mr. Ayers replied it would likely be loaded into trucks and sold in bulk.

Chair Bartholomew asked how the applicants would address potential concerns with chemicals in the lawn materials.

Mr. Ayers replied that the facility would have a one-foot thick clay liner installed over the curing and drop off areas to minimize infiltration of water into the ground as well as a vegetative buffer area which would provide natural uptake of the water runoff and filtration.

Chair Bartholomew asked if there were other similar facilities in the area, to which Mr. Ayers replied there was a similar facility using this type of technology in Illinois.

Chair Bartholomew asked how long the Illinois facility has been in operation, to which Mr. Ayers replied approximately 1-1/2 years.

Chair Bartholomew asked if the Illinois facility had an odor issue, to which Mr. Ayers replied they did not.

Commissioner Simon stated she was concerned about potential noise from the trucks.

Mr. Ayers explained that the material would be brought in on a truck and brought out on a truck once it was processed. Any other relocation within the site would be done with a loader.

Commissioner Wippermann asked where yard waste was currently going.

Mr. Ayers replied that at present they contract to take yard waste to several locations. He stated there is a shortage of this type of facility, however, which is one of the reasons they wish to develop their own site.

Commissioner Wippermann asked if the 30 or so vehicles owned by the facility would make multiple trips during a given day, to which Mr. Ayers replied it was possible.

Commissioner Wippermann asked how many loads would arrive on a typical day.

Eric Schuck, General Manager of the hauling operations for incoming wastes, stated that during peak season (October through mid-November) the trucks could have 2-3 loads per day, however, not all of those trucks would come to this facility. He advised that the majority of the volume coming to this facility would come in on a transfer trailer.

Commissioner Koch asked if there was a concern about combustion due to the acceleration process.

Mr. Ayers advised that compost does heat up during the decomposition process, however the concern is minimized because the microbials are added in a water-based material.

Commissioner Roth asked if they had considered using a synthetic material rather than water to control the dust.

Mr. Ayers advised they had, but that they preferred to use water because of potential environmental concerns from the synthetic materials as well as the fact that they already had a water truck on site.

Commissioner Wippermann asked what the purpose was for having a separate dump area for Dakota County.

Mr. Ayers replied that since Dakota County residents were prohibited from putting yard waste in plastic bags the material would be of better quality and should be kept separate as it would therefore require less handling.

Commissioner Wippermann asked if the shredder ran all day, to which Mr. Ayers replied it typically ran for a couple hours early in the morning and a couple hours in the afternoon.

Commissioner Schaeffer asked what the anticipated lifespan of the facility was, to which Mr. Ayers replied it was an indefinite time frame.

Commissioner Schaeffer asked if they anticipated a point where they would have more processed waste than they could use.

Mr. Ayers replied that they would use any excess material as cover for the landfill, but that when the landfill closed they may have a surplus.

Commissioner Wippermann asked the applicant to discuss the many wells shown on the site plan.

Mr. Ayers replied that they were groundwater monitoring wells in relation to the landfill.

Chair Bartholomew asked if the applicant agreed with the 11 conditions listed in the report, to which Mr. Ayers replied in the affirmative.

Chair Bartholomew asked if the odor mitigation anticipated for this facility would be similar to what they were using in Illinois, to which Mr. Ayers replied in the affirmative.

Paul Saver, 7845 Boyd Court, the managing partner for Paul Mason LLC which owns 11278 Rich Valley Boulevard, stated his property was northwest of the proposed facility. He stated he was concerned about odor and potential groundwater contamination since the applicants were not proposing to collect and treat the leachate.

Jeff Ubl, Barr Engineering, advised that the runoff would flow to the north from the site, across a vegetated area, and then go further north into a stormwater pond. Mr. Ubl advised that the groundwater flows east/northeast of the site rather than west towards Mr. Saver's property. He stated that this facility should have no negative impact on the groundwater to the west and that in fact the nutrients that would seep into the groundwater could actually benefit the groundwater contamination that was occurring under the landfill and down gradient to the east of the landfill.

Chair Bartholomew asked the applicants to address potential odor issues.

Mr. Ubl advised there were no similar facilities in Minnesota using this accelerated bacterial process and they have looked at the constituents in the proposed enzyme solution and were not able to determine if they would create odors. Since they were not familiar with the product they are asking the applicant to develop a protocol for estimating potential odor impacts and provide an odor monitoring plan for City review.

Commissioner Wippermann asked if any environmental issues might be associated with the proposed enzyme.

Mr. Ubl stated they reviewed the list of constituents that were in the enzyme and there were no constituents that should be of concern.

Commissioner Schaeffer clarified that Mr. Ubl did not believe that any contaminants in the waste runoff or byproducts from the accelerating enzyme would have negative impacts on the local wells, to which Mr. Ubl replied in the affirmative.

Commissioner Schaeffer asked if the monitoring wells for Pine Bend Landfill would monitor possible runoff from this site as well .

Mr. Link advised that the City has Barr Engineering review quarterly environmental reports from the landfill which are submitted to the MPCA and the County. He noted that the groundwater contamination that is occurring as a result of the landfill flows east/northeast and that the plume is actually decreasing in size.

Marcia Mrozinski, 11771 Rich Valley Boulevard, stated she was concerned about potential odors, increased traffic volume, water pollution, and dust. She requested that the applicants sweep on a regular basis, stating that she did not believe that watering alone would solve the problem. Ms. Mrozinski stated that when dirt gets built up on the road the watering actually turns it into a slippery, greasy material. She stated she would like the sweeping done on a regular basis rather than just in reaction to a homeowner complaint.

Mr. Saver stated that the only similar facility was a little over a year old and therefore he would remain opposed to the request until he was provided more data to show there was not going to be a problem with groundwater contamination.

Planning Commission Discussion

Commissioner Roth stated he was concerned about the dust control issue. He advised there were products available that could be put on the soil which were not environmentally harmful and he suggested perhaps paving the access road into the site.

Commissioner Wippermann asked what options the City would have if odor became a problem.

Mr. Hunting stated those would be spelled out in the work plan, but that if remediation measures were taken and did not work the Council would have the option of ceasing the operation.

Commissioner Wippermann asked if there needed to be something in the conditions that provided for that, to which Mr. Hunting advised that the Planning Commission could add such language if they so chose.

Chair Bartholomew asked if the City would regularly monitor whether the roads were kept dust-free or if that would be based on complaints.

Mr. Link advised that in relation to Pine Bend Landfill, it has been the City's policy to respond to dust complaints as they come in, however, he did not recall receiving any complaints in recent years.

Chair Bartholomew asked if the City has ever requested that the property owners sweep the area.

Mr. Link replied that he did not recall requiring sweeping, stating that typically they used water to control dust.

Commissioner Gooch asked if staff knew the percentage of trucks accessing the site off of Highway 52 to 117th Street versus Rich Valley Boulevard, to which Mr. Hunting replied he was not sure since no traffic studies were conducted.

Commissioner Wippermann noted that the three recommendations from Barr engineering regarding noise mitigation were not addressed in the conditions of approval.

Chair Bartholomew suggested that a condition be added that the City mitigate the noise based on the recommendations listed in the Barr report. He then asked Mr. Ubl to clarify that he was fairly certain that the product being proposed should not pose a threat to the groundwater system, to which Mr. Ubl replied in the affirmative.

Chair Bartholomew asked for clarification that there were several monitoring wells between the subject site and the two homeowners who testified today, to which Mr. Ubl replied in the affirmative.

Chair Bartholomew stated he was concerned about the dust issue and would like a condition added that would give the City more authority. He suggested they require that the road be maintained as a dust-free operation by watering as needed. He questioned whether they should set a schedule for a minimum amount of watering.

Mr. Ayers addressed some of the issues that had been raised tonight. In relation to traffic concerns, Mr. Ayers advised that their trucks would be prohibited from using Rich Valley Boulevard when they were full because of tonnage restrictions. He stated that currently they control dust at Pine Bend Landfill by watering the road first thing in the morning and then hourly during the summer when it is dry. He advised that if a contractor brought in material they have a water truck down there at all times plus a sweeper. Mr. Ayers stated there would be an operator on-site during the hours of operation who would call for a water truck as needed. He advised that the application of Class 5 aggregate over the top of the entrance road into the site would reduce dust as well.

Commissioner Roth asked if it was unrealistic to pave the access road.

Mr. Ayers advised that it may be due to the distance, but that they would research that option as it may be something they would consider.

Commissioner Koch noted that one of the neighboring property owners mentioned tonight that watering the road when there was dirt built up turned it into a hazardous, slippery material.

Mr. Ayers stated they want to be a good neighbor and if it becomes an issue they would not be adverse to taking corrective action.

Commissioner Koch stated the neighbor who spoke tonight indicated she would prefer that the compost facility be proactive rather than reactive in mitigating her concerns.

Mr. Ayers advised that they have 18 monitoring wells on site, therefore any impact would be identified through quarterly monitoring and they would take corrective actions if necessary. He advised they have processed over 600,000,000 cubic yards of compost in other parts of the country using the proposed technology and there has not been any contamination or environmental problems associated with it.

Chair Bartholomew stated he would support the request with an added condition based on the Barr report regarding noise.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Roth, to approve the request for a conditional use permit to allow a yard waste composting operation within the IRM, Integrated Resource Management Overlay district, for the property located on the east side of Rich Valley Boulevard, north of 117th Street, with the 11 conditions listed in the report and an added condition that if noise from the shredder becomes objectionable, the applicants would follow recommendations from Barr Engineering as listed in their September 29, 2008 memo to the City.

Commissioner Koch noted that a problem would have to be identified before mitigation measures would be taken which would be reactive rather than proactive.

Commissioner Wippermann questioned whether Condition 8 gave the City enough teeth to deal with odor issues.

Mr. Hunting advised that the Planning Commission could add a condition establishing a threshold at which the City could shut down the operation but he was unsure of how that specific threshold could be defined.

Commissioner Simon asked if Flint Hills did regular odor monitoring, to which Mr. Hunting replied that he was unsure.

Chair Bartholomew asked for details regarding the Calpuff air quality model.

Mr. Ubl explained that Condition 8(b) recommends that the applicant perform the Calpuff air quality model to give the City some assurance that odor would not be a problem before they start operating.

Charlie Ganzer, Barr Engineering, explained the Calpuff air quality model, stating it was a mathematical computer model which was approved by the EPA for predicting the concentrations of pollutants in the air. He advised that the advantage of Calpuff over other models was that Calpuff allowed the user to specifically address calm wind conditions.

Motion carried (8/0). This matter goes to City Council on October 27, 2008.

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: October 14, 2008

CASE NO: 08-45C

APPLICANT: Allied Waste

PROPERTY OWNER: Pine Bend Landfill, Inc.

REQUEST: Conditional Use Permit for a Yard Waste Composting site in the IRM, Integrated Resource Management Overlay District

HEARING DATE: October 21, 2008

LOCATION: 2495 East 117th Street

COMPREHENSIVE PLAN: Limited Industrial

ZONING: I-1, Limited Industry and IRM, Integrated Resource Management Overlay District

REVIEWING DIVISIONS: Planning
Engineering
Barr Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Allied Waste is proposing to operate a yard waste composting facility on the "west 100 acres" which is located directly west of the Pine Bend Landfill. The site would be a collection point for general yard waste including brush and leaves, a Dakota County yard waste site and an area for citizen drop-off. Acceptable material would include; grass, leaves, brush, logs, sod, stumps and christmas trees. The material would be shredded and then placed in windrows for composting. The finished material is proposed to be used for commercial landscape use and possibly as a soil additive for the intermediate and final cover at the landfill. Waste would typically be collected from April through December. The processing of the compost piles would occur on a year round basis. The applicant is proposing the location on the west 100 acres to be as far away as possible from the existing residences in the area. The closest home is over 1000 feet from the proposed location.

The composting site would actually be called a Biological Accelerated Carbon Stabilization (BACS) Facility. The facility would be designed to handle approximately 70,000 cubic yards or 28,000 tons of yard waste material per year. A one-foot thick clay liner would be installed over the curing and drop off areas to serve as a liner to minimize infiltration of water into the ground.

The windrow curing area would provide storage for approximately 20,000 cubic yards of material. The windrows would be approximately 10 feet high, 16 feet wide and minimum of five feet between piles. The compost would be shredded and then treated with an enzyme to accelerate decomposition. The rows would be turned after a six week period. The material would then cure for another four weeks. After this time, the material would be moved to the finished compost building and allowed to final cure.

Allied Waste would like to begin the grading and construction phase this fall and have the grading done, install the clay liner, get the fence installed and construct the entrance road. They would hope to begin accepting compost next spring.

The specific requests consist of the following:

- a) A Conditional Use Permit to allow a Yard Waste Composting Facility in the IRM, Integrated Resource Management Overlay District per Subd. 33. E. b.

The applicant has provided an application booklet which gives a description of the application and provides details of waste collected and how it is processed.

EVALUATION OF THE REQUEST

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

North Vacant land; zoned I-1, IRM Overlay; guided LI

East Pine Bend Landfill; zoned I-2, IRM Overlay; guided GI

West Vacant, Bituminous Roadways; zoned I-1, IRM Overlay and A; guided LI and RDR

South Vacant, SKB Landfill, industrial development; zoned I-1, IRM Overlay; guided LI

CONDITIONAL USE PERMIT REVIEW

The IRM, Integrated Resource Management Overlay District provides criteria by which all conditional use permits shall be reviewed based on the type of use. For Composting, Yard Waste, there are four criteria to meet. The following reviews the request against these four criteria.

- (i). the total site shall not exceed 10 acres in size.***

The composting area is proposed to be enclosed with a chain link fence. The area inside the fence is nine (9) acres in size. There are some circulation drives that are outside of the fence, but all of the composting area is done within the fence and meets the criteria of being less than 10 acres.

- (ii). A plan shall be submitted addressing waste de-bagging, feed material stockpiling, dry/wet material ratios in windrow construction, windrow turning schedules, and process controls and performance standards. Reasonable environmental performance standards stated as conditions may be imposed that address environmental or land use impacts from the items in the plan. The owner shall incorporate all such conditions in to its operations plan for the facility.**

Any bagged waste is not de-bagged at initial drop off. All the loads are inspected and any improper materials are removed. All of the material goes through the shredding process and is sifted through a Trommell Screen to remove any plastics or other non-degradable materials. These materials are collected and disposed of at the landfill.

The in-coming material is stockpiled in separate piles based on origin along the east side of the site. The stockpiles will obtain an approximate pile height of about 10 feet. The piles are then transported to the shredder area which is located in the central portion of the site.

Dry/wet material ratios have been reviewed by Barr Engineering and are addressed in their report which is attached.

The applicants report indicates the windrows are turned on 6 week intervals. This is a longer duration than compost piles in the past due to refined engineering and advances in techniques to break down the material. Barr Engineering has reviewed this aspect of the operation and it is addressed in their report.

Barr Engineering conducted a review of the operation against the following criteria; odor emissions, dust emissions, noise and groundwater impacts. Their report discusses the details of the operation and possible negative impacts. They have provided recommendations for odor, dust and noise. These comments have been included as conditions of approval.

- (iii) the de-bagging area shall be fenced to prevent the spread of litter and other debris.**

As stated earlier, the entire composing and storage area is enclosed with a six foot high chain link fence. This would provide a barrier to confine the material. Since this is not a mix municipal waste composting site, there is not the concern of paper and other litter blowing around in the wind.

- (iv) hours of operation of grinding equipment and windrow turning shall be scheduled so as not to cause noise impacts that would constitute a public nuisance.**

Normal hours of operation for receiving yard wastes are listed in the applicants report as Monday through Friday from 7:00 a.m. to 5:00 p.m. and Saturday from 7:00 a.m. to 3:00 p.m. The hours of the shredding operation were not specifically listed in the report. The shredder will run on a fairly continuous basis. Staff recommends the shredder be limited to operating between the hours of 7:00 a.m. to 5:00 p.m., Monday though Friday.

Barr Engineering reviewed the application for any possible noise concerns. Based on the type of machinery used and the projected decibel levels produced, Barr does not believe the proposed use would produce high levels of noise. If noise is found to be objectionable, it may be possible to construct a partial enclosure or add a berm or more landscaping to minimize noise generation from the objectionable direction.

OTHER GENERAL SITE PLAN CRITERIA

Site Improvements. The operation would gain access from a new driveway access on 117th Street. There would be no direct access points onto Rich Valley Boulevard. A crush rock access road would be constructed up to the site and would include a road circling the fenced area for trucks to exit the site after they have dropped off their material. The entire composting area would be contained with a six (6) foot high chain link fence. The front gate would be controlled by an employee so no unauthorized drop offs occur. A clay liner would be constructed on top of the existing soil in the composting area to provide a barrier minimizing infiltration. All of the runoff would be directed into the stormwater pond on the north side of the operation. A vegetative buffer area, including grasses and trees would be planted to provide natural uptake of the water runoff and filtration. The shredder and working area around the shredder would be laid over concrete.

Building Materials. The applicant has indicated that the area indentified on the plans as the "finished storage" area would be contained within a two-sided building. No details of the building have been submitted with this application. Any building must comply with the exterior building material requirements of the Zoning Ordinance. If any variations are proposed, a separate variance application would be required to address the exterior material requirements.

Screening/Landscaping. The site would be visible from Rich Valley Boulevard along the north half of the site. As you go south on Rich Valley, the operation would be screened with existing vegetation. The northern boundary would also be screened with existing vegetation. The site would be screened from 117th Street by the soils stockpile. The applicant has provided a landscape plan which shows a 15 foot tall berm that would be six to 10 feet high from Rich Valley Boulevard. The berm would be approximately 1600 feet long. There would be a staggered row of coniferous trees on the west facing slope of the berm. The berm and landscaping would fill in the opening where no vegetation exists along Rich Valley Boulevard. Staff feels this plan is sufficient to effectively screen or reduce visibility of the compost facility from views along Rich Valley Boulevard.

General CUP criteria

(This section reviews the plans against the CUP criteria in the Zoning Ordinance.)

1. The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.

The Limited Industrial category is designed to allow for new industrial development and expansion of existing uses. The IRM District was adopted to allow uses that would be consistent with the surrounding uses and be consistent with the Limited and General Industrial land use designation. The proposed use would be consistent with the other waste industry uses in the area. The use does not require the need for municipal services or additional or improved streets. The use would be a low volume Truck traffic generator. Allied Waste owns 30 trucks for recycling, but not all would be disposing at this location. The proposed use would be consistent with these goals.

2. The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.

The proposed use is consistent with the Integrated Resource Management Overlay District as listed above and is consistent with the intent of the district as it allows uses that are ancillary or accessory to waste industry uses. The project meets all performance standards of the Zoning Ordinance.

3. The use would not be materially injurious to existing or planned properties or improvements in the vicinity.

All of the immediate surrounding properties are located in the IRM district and the proposed use would not be injurious to existing or planned improvements in the area. The use is similar in nature with other waste industry uses in the area

4. The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.

The use would not have a negative impact on existing and planned facilities. The site would access 117th Street which is currently used as the main transportation route for all of the waste industries. Traffic volumes are expected to be low and therefore would not create traffic problems on 11th Street. The proposed use would not overburden any other public service such as police or fire.

5. The use is generally compatible with existing and future uses of surrounding properties, including:

- i. Aesthetics/ exterior appearance

The design of the proposed development would be compatible with the surrounding uses. Landscaping and berming are proposed to reduce visibility from Rich Valley Boulevard.

- ii. Noise

The use would not generate noise above the other uses in the immediate vicinity. Barr Engineering has reviewed this issue and is addressed in their attached report.

- iii. Fencing, landscaping and buffering

The applicant would be required to provide some landscape/screening to screen the use from Rich Valley Boulevard.

6. The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.

The size and location would be appropriate for industrial uses. The project is proposed as far away from any other residential uses as possible and would be abutting the existing landfill. The use would be a low intensity use for the zoning district. The use would be consistent with the intent of the IRM District which is to provide a location for similar or ancillary uses to the existing waste management uses in this immediate area.

7. The use does not have an undue adverse impact on the public health, safety or welfare.

Based on Barr's environmental analysis with the information known to date, indicates this use would not appear to have any negative effects on the public health, safety or welfare.

8. The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.

Barr Engineering was used to review the project to determine any negative environmental effects or concerns. Based on Barr's analysis, this use would not have any negative effects on the environment.

ENVIRONMENTAL COMMISSION REVIEW

The Environmental Commission met to discuss this application on October 2, 2008. Representatives from Allied Waste were present to provide the Commission with information on the application and Barr Engineering was also present to answer any technical questions regarding their review of the application.

Issues discussed by the Commission were noise, odor, traffic, fire danger. In all, the Commission was satisfied with the request as proposed and with the conditions recommended by Staff.

The applicant did request that the hours of operation for M-F be amended to allow the facility to be open for the collection of waste only until 7:00 p.m. Any recycling operations must cease at 5:00 p.m.

The Environmental Commission ultimately recommended approval of the project as presented with one change to condition #3 allowing the site to be open for waste acceptance only until 7:00 M-F. This change is reflected in the conditions of approval being presented to the Planning Commission.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of the **Conditional Use Permit for Yard Waste Composting site in the IRM Overlay District** subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Proposed Grading Plan	dated 7/22/08
Proposed Facility Layout	dated 7/22/08
Landscape Plan	dated 10/16/08
Application Packet	dated August/2008
 2. Prior to commencement of construction, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. The hours of operation shall be limited to Monday through Friday from 7:00 a.m. to 5:00 p.m. and Saturday from 7:00 a.m. to 3:00 p.m. The site may be open for the acceptance of material up to 7:00 p.m., Monday through Friday. The hours of the shredding operation shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday.
4. All material subject to movement or blowing by the wind shall be appropriately disposed of. The site shall be maintained free from all trash, rubbish and other waste, not specifically permitted, at all times and all plastics and non-degradable materials collected through the screening process shall be disposed of in a timely fashion.
5. All areas of the lot shall be mowed and maintained and be free from trash, debris or storage.
6. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
7. The applicant shall obtain any and all necessary permits from the Minnesota Pollution Control Agency and Dakota County. The terms and conditions of any required MPCA and Dakota County permits shall be incorporated as a part of this conditional use permit as if they were specifically stated herein. Violations of the MPCA and/or Dakota County permit requirements shall be deemed to be a violation of the terms of this Conditional Use Permit and shall be grounds for remedial action on the part of the City.
8. The applicant shall be required to develop a work plan for performing air quality modeling and submit for City review. The plan must be approved by the Planning Department prior to any compost waste being accepted at the site. The work plan shall include the following;
 - a) Provide odor monitoring data (if available) from a similar composting facility where the BACS process has been used.
 - b) Develop a protocol for estimating potential odor impacts based on the Calpuff air quality model and submit the protocol for City review and approval.
 - c) Provide an odor monitoring plan for City review which may include collecting and analyzing air samples, documenting odor complaints.
 - d) Perform air quality modeling and submit for City review.
 - e) Add a description in the monitoring plan defining wind directions and speeds that compost turning, shredding, screening, loading, and other processing will be conducted.

- f) Prepare a contingency plan for City review that would describe the threshold for when corrective action would be taken and the steps that would be taken to evaluate and correct the odor problem.
- 9. All on-site haul roads shall be maintained dust-free during operations by watering as needed.
- 10. Additional moisture shall be added to the final compost before final screening and loading on to vehicles as needed to maintain dust-free operation.
- 11. Any building must comply with the exterior building material requirements of the Zoning Ordinance. If any variations are proposed, a separate variance application would be required to address the exterior material requirements.

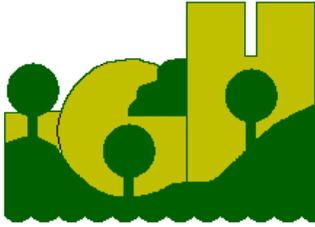
B. Denial. If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the following review, Staff is recommending approval of the request with the conditions listed. Barr Engineering also believes the operation would work at this location provided the recommendations listed in their letter (attached) are followed.

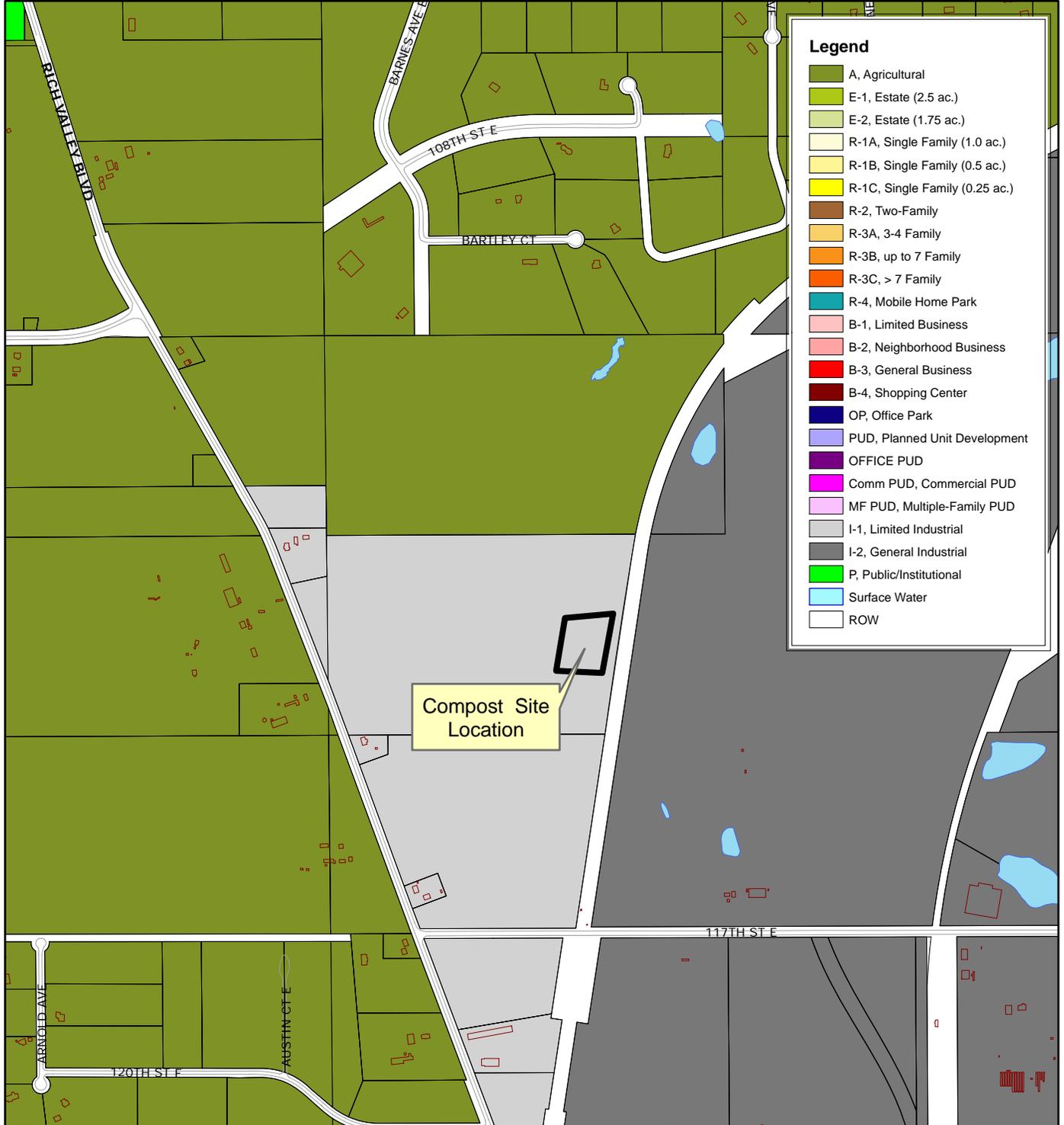
The Environmental Commission also recommended approval of the application with the change to condition #3 regarding hours of operation. (attached conditions reflect change).

Attachments: Location Map
Applicant Narrative (contains site plan)
Report from Barr Engineering dated September 29, 2008
Environmental Commission Minutes
Landscape Plan

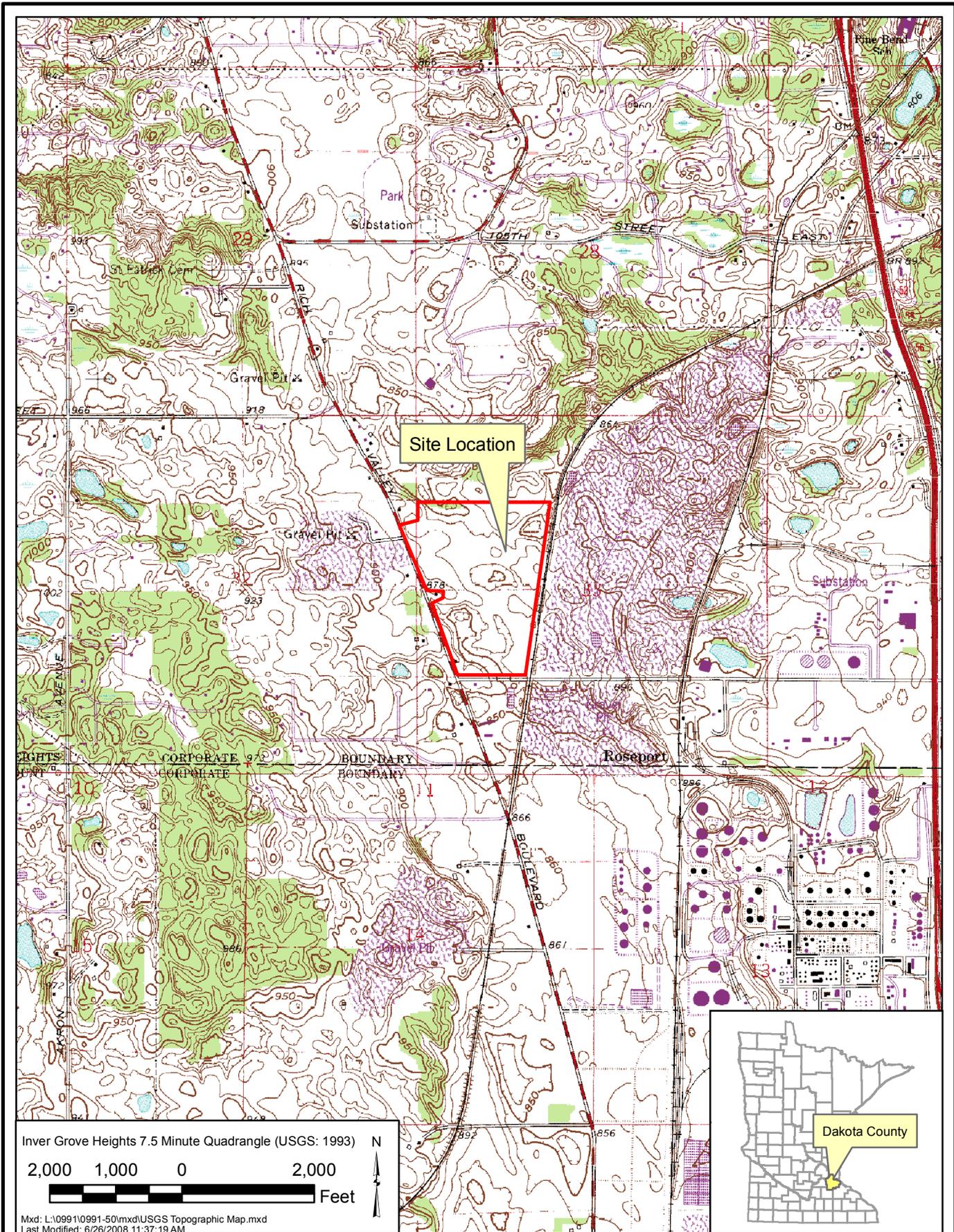


Inver Grove Heights

Location Map Case No. 08-45C



NOT TO SCALE



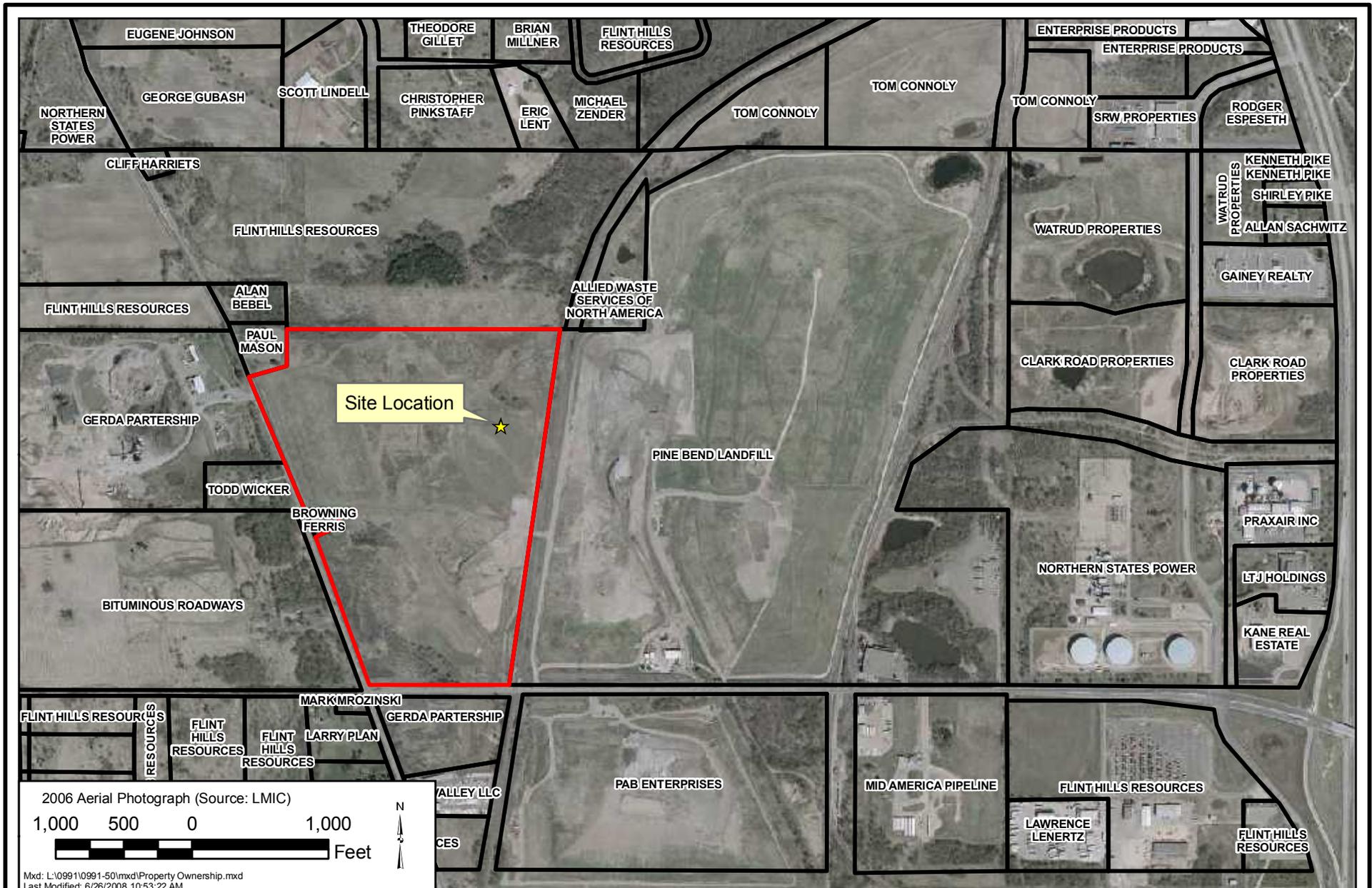
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**BIOLOGICAL ACCELERATED
 CARBON STABILIZATION FACILITY
 USGS Topographic Map**

Wenck
 Wenck Associates, Inc. 1800 Pioneer Creek Center
 Environmental Engineers Maple Plain, MN 55359-0429

JUL 2008
 Figure 2



BIOLOGICAL ACCELERATED CARBON STABILIZATION FACILITY

Property Ownership Map


Wenck
 Wenck Associates, Inc. 1800 Pioneer Creek Center
 Environmental Engineers Maple Plain, MN 55359-0429

JUL 2008

Figure 3

**Application for a
Biological Accelerated
Carbon Stabilization
(Yard Waste
Composting) Facility
License and Permit**

Allied Waste Services
at the Pine Bend Landfill

Wenck File #0991-54

Submitted by:

ALLIED WASTE SERVICES
Pine Bend Landfill
2495 East 117th Street
Inver Grove Heights, Minnesota 55077

Prepared by:

WENCK ASSOCIATES, INC.
1800 Pioneer Creek Center
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(763) 479-4200

August 2008



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- 3 Property Ownership Map
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- 5 Proposed Grading Plan (11x17 inch bound and 22x34 inch attached)
- 6 Proposed Facility Layout (11x17 inch bound and 22x34 inch attached)

APPENDIX

- A Water Well Inventory

1.0 Introduction

1.1 PURPOSE

Wenck Associates, Inc. (Wenck) was retained by Allied Waste Services, Inc. (Allied) to prepare this report detailing the proposed design, development, operations, and maintenance procedures for a Biological Accelerated Carbon Stabilization (BACS) Facility (Yard Waste Composting Facility). This submittal has been prepared to serve as the following:

- An application for license in accordance with Dakota County's Solid Waste Management Ordinance No. 110 and specifically Section 13.00-Composting Facilities. This BACS Facility will be classified as a Type A Yard Waste Compost Facility for Dakota County.
- A Minnesota Pollution Control Agency (MPCA) Permit-By-Rule (PBR) Application in accordance with Minnesota Rules part 7035.2836-Compost Facilities and specifically Subparts 1, 2, and 3 which address yard waste compost facilities. It should also be noted that only a two page Permit-By-Rule Notification form will be submitted to the MPCA and this report will be available to the MPCA if requested or needed in support of the Permit-By-Rule application. The completed PBR application is attached.

1.2 BACKGROUND

Allied is proposing to locate the BACS Facility adjacent to the Pine Bend Landfill (PBL), which they own and operate. PBL is currently a mixed municipal solid waste landfill located in the City of Inver Grove Heights. The BACS Facility would be located on an area of the site identified as the "west 100-acres." In addition, a portion of the west 100-acres currently serves as a storm water ponding area as well as a soils stockpile area for the existing landfill operation. The west 100-acres is separated from the existing landfill operation by railroad tracks, fence, and access road.

2.0 Facility Description and Design

2.1 SITE LOCATION

The facility address is:

Pine Bend Landfill
2495 East 117th Street
Inver Grove Heights, MN

The site is located approximately one (1) mile to the west of the Mississippi River in Township 27 North, Range 22 West, Section 33. A site location map, USGS topographic map, an area property ownership map, and land use map are presented as Figures 1, 2, 3, and 4, respectively. A water well survey within one mile of the site was completed using the county well index provided by the Minnesota Department of Health and is provided in Appendix A.

2.2 SITE DESCRIPTION

The following is a brief description of the West 100-acre parcel:

Topography – The site topography is hilly, with slopes ranging to 18% according to the Dakota County soil survey. The site contains several low basins that currently collect water discharged from the landfill and are designed as infiltration basins. Portions of the site were graded during previous landfill projects, with two areas graded and designated as stormwater ponds.

Soils – The soils are generally loam or sandy loam underlain with sand and gravels. None of the soil types identified on the soil survey are hydric.

Hydrology – Surface water ponding areas have been constructed on the site. One is located within the northeast section of the property, the second is located in the south central section of the property. Standing water is generally not present within the ponding areas as the soils have high infiltration rates. Based on information available for the existing landfill, the uppermost aquifer beneath the facility will likely consist of glacial outwash and till deposits. The glacial aquifer is hydraulically connected to the underlying bedrock of the Prairie du Chein Group and Jordan formation.

Wetlands – A Wetland Delineation Report was prepared for the West 100-acres in September 2002 by URS. Following receipt and review of the report, the District Manager of the Dakota Soil and Water Conservation District concurred with the wetland delineation and findings presented in the report via email which Pine Bend Landfill was copied. Two established wetland areas were delineated; both are located on the south side of the site and total approximately 1.25 acres. The delineated wetlands are shown on the proposed site grading plan (Figure 5).

Vegetation – The Wetland Delineation Report also stated that the majority of the site has an “old field” plant community, since it was previously farmed and partially graded. Smooth brome (*bromus inermis*), red top (*Agrostis gigantea*), and timothy (*Phleum pratense*) dominate the grass and meadow types for the upland areas. The stormwater ponds are dominated with giant ragweed (*Ambrosia trifida*), dock (*Rumex spp.*), sandbar willow (*Salix eigua*), stinging nettle (*Urtica dioica*), and reed canary grass (*Phalaris arundinacea*). There are fencerow trees (i.e. brush and box elder) along the north property boundary and an area of trees on the southwest portion of the parcel. Except for a small stand of evergreen on the northern edge of the parcel, the majority of trees are mixed brush and trees of American elm (*Ulmus Americana*) and box elder (*Acer negundo*).

It should be noted that the proposed BACS Facility will total approximately 10 acres in size.

2.3 FACILITY LAYOUT AND CAPACITY

A proposed site grading plan and proposed facility layout are provided as Figures 5 and 6, respectively. The west 100-acre property line is identified on both Figures 5 and 6 and was established outside any easement requirements of the railroad or utilities. The BACS Facility plans on handling approximately 70,000 cubic yards or 28,000 tons of yard waste material on an annual basis.

The site will be graded to promote surface water run-off from the south to north towards the existing storm water collection pond. Once graded, a one-foot compacted clay layer will be placed over the curing and drop-off/storage areas to serve as a liner and thus minimize infiltration of water through the site. The drive areas at the site will be overlain with class 5 aggregate which will serve as a stable drive surface. The Shredder and working area around the shredder will be underlain with a concrete slab. The concrete slab will be designed to meet the recommendation of the shredder manufacturer.

In general, the site layout provides a gated entrance for vehicles to enter the site and unload acceptable materials in one of four areas which are as follows:

- General Yard Waste – this area will be for mainly grass and yard wastes high on nitrogen. The area shown on Figure 6 provides for approximately 4,500 cubic yards of storage assuming an average four-foot high pile.
- Brush/Leaves – this area will be for materials high in carbon content. The area, as shown on Figure 6, provides for approximately 1,500 cubic yards of storage again assuming an average four-foot high pile.
- Dakota County Yard Waste – this area will be for material collected within Dakota County. The storage for this area will be the same as that provided for the brush/leaves.
- Citizen Drop-off – this area will be provided for citizens to drop-off yard waste and will store approximately 400 cubic yards.

A site operator will visually inspect every load and reject loads if necessary. Following load inspection, the site operator will use a front-end loader to take material from the above designated four areas and feed the horizontal shredder. As discussed in upcoming Section 3.1 a balance of high nitrogen and high carbon materials will be fed to the shredder. Once through the shredder, the operator will place the material in windrows curing area shown on Figure 6. The windrow curing area provides storage capacity for approximately 20,000 cubic yards of material. This assumes windrows 10-feet wide by 6-feet high and a minimum of 5 feet between piles. Following the windrows, a finished compost area providing for approximately 4,500 cubic yards of storage will be provided. Allied is proposing to have a roofed structure over the finished compost area. Prior to load-out, the finished compost will be run through a Trommell screen.

2.4 STORM WATER CONTROL

As shown on Figure 5 – Proposed Grading Plan, the BACS site will be graded to promote surface water runoff to the north and toward an existing stormwater collection pond. In addition, a vegetative storm water buffer will be installed between the yard waste site and the stormwater collection pond. In general, the vegetative buffer area will consist of a grass seed mix along with the planting of some poplar trees. The poplar trees will provide additional environmental protection in the form of phytoremediation. Phytoremediation uses plants (poplar trees have been shown to work well at other sites) to reduce nutrient and/or contaminant levels in the soil and ground water by using the plants natural abilities to take up, accumulate, and/or degrade the constituents found within the soil and ground water.

It should also be noted that the site will be graded to prevent stormwater run-on and promote stormwater run-on around the Facility. A Stormwater Pollution Prevention Plan (SWPP) was prepared in April 2006 for the PBL to meet the requirements of Minnesota's general stormwater discharge permit governing the site (MNG611000). This plan will be updated to incorporate the BACS Facility operation.

2.5 TRAFFIC PATTERNS

The Facility will be accessed off of 117th Street East via an access road running north to a gated entrance. Vehicles delivering yard waste will enter the Facility entrance in the southeast corner of the site and exit through the gated northeast corner. The access road continues around the entire site to allow vehicles to pick up finished product in the southwest corner of the site.

The specific unloading areas will be clearly marked at the site. The site access roads will be a minimum of 20 feet wide to accommodate two-way traffic. They will be maintained year-round by PBL staff. Please refer to Figures 5 and 6 for more detail.

3.0 Operations Plan

3.1 FACILITY OPERATION

The BACS Facility being proposed by Allied utilizes a process called Sequential and Simultaneous Carbohydrate Availability Response (SSCAR) to cause the fastest decomposition and the fastest maturity with the minimum odor, and in the minimum time. This process utilizes shredding, treatment with specific enzymes, minerals, and carbohydrates and larger windrows or “blocks.” The block shapes allow maximum material processing on minimum ground space. Windrow turning is done less frequently maximizing bacterial growth and material digestion. Additional aeration is achieved by ionic mineral repelling qualities, similar to the processes found in aerobic soils. It is important to note that this method of organic decomposition has been shown to decrease the emissions of greenhouse gases, organic carbon, and odorous gases. A study conducted in Washington State at a site using this method recorded a 98.8% reduction in volatile organics, a nearly 89% decrease in sulfur emissions, and an 80% decrease in ammonia emissions. All of which make odor less of a concern. The final compost will also have a higher carbon content thus having more value to offset greenhouse gases. The proposed operation is detailed below in a step-by-step process.

1. Acceptable materials will be shredded and mixed. As part of the BACS and SSCAR process, the blended enzymes, minerals, and carbohydrates will be added at this time at the shredder discharge conveyor. Again, this combination aids in decomposition, aeration, and odor control.
2. Material will then be placed in trapezoidal shaped windrows and allowed to work for five to six weeks. The pile will not be turned or disturbed during this period as long as good temperatures are achieved and maintained. The moisture level will be kept at 50%.
3. After six weeks, the material will be turned using a front-end loader. Water will be added, as needed, at this time.

4. The material will be allowed another four weeks of microbial activity.
5. After four weeks, the material will be moved to the finished compost building and allowed to finish for two more weeks.
6. At this time, the material will be ready for screening and end use. Readiness for end use is typically determined by temperature. Once the material temperature drops and does not readily climb again when aerated, it is said to be “finished.” This typically occurs within 14 days after screening. Any plastics that ended up in the compost will be removed by the screen at the end of the process. This plastic along with any other residuals will be collected and either recycled or landfilled.

Allied is proposing to market the compost for commercial landscaping use. Finished compost is also being proposed for use as a soil additive for intermediate and final cover at PBL. Although not anticipated, unmarketable compost will be used as intermediate and/or daily cover at PBL.

Allied would like to store leaves and brush starting in the Fall of 2008 and begin operation of the compost facility in the Spring of 2009. This process of storing high carbon material (leaves and brush) over the winter and mixing with the high nitrogen grass in the Spring has shown to be successful for all the reasons previously discussed within.

3.2 ACCEPTABLE WASTES

The BACS Facility will be open to both commercial and residential customers. The BACS Facility will accept grass, leaves, brush, logs, sod, stumps, and Christmas trees. Each incoming load will be weighted on a certified scale located at the landfill. All incoming loads will be visually inspected for unacceptable materials and if any are found, they will be removed and properly disposed of.

3.3 HOURS OF OPERATION

The hours of operation for the BACS Facility will be similar to those of the Pine Bend Landfill. Normal operating hours for receiving yard wastes will be Monday through Friday from 7:00 a.m. to 5:00 p.m. and Saturday from 7:00 a.m. to 3:00 p.m. It should be noted that the BACS Facility may be opened on Sunday in the event of a special project or need.

3.4 EQUIPMENT AND MAINTENANCE

The following equipment will be utilized at the BACS Facility:

- Shredder and conveyor
- Front-end loader
- Trommell screen
- Spray equipment and water truck for application of water

This equipment list may change at any time depending upon available technology and site requirements. All equipment will be maintained on a routine basis.

3.5 SECURITY

The approximately 10 acre BACS Facility will be completely surrounded by 6-foot high chain link fence with locking gates at all entrances/exits. The entrance to the BACS Facility will be closed and locked during non-operating hours. No trespassing signs will also be posted on the perimeter of the site.

3.6 NUISANCE CONTROL

The proposed SCAR process will control most odor problems, although it is impossible to avoid a certain amount of dust during shredding and screening and the noise that accompanies these activities. A deodorization product can be sprayed on the piles to help control odor, if necessary. Dust will be controlled by watering the yard waste and access roads as necessary. PBL does have an existing water truck on-site for such purposes. Noise control is handled on-site by controlling the hours of operation and making sure all equipment is in good working order. With regard to vector control, PBL has a contract with Copescan Pest Control Company to provide inspection of the site on a monthly basis.

3.7 OPERATOR TRAINING

Although no specific training is required to operate a yard waste compost facility, Allied is proposing to operate the BACS Facility with staff based at the PBL. The employees will mainly be MPCA certified landfill operators and are trained in equipment safety and waste handling. Additional and on-going safety training will be conducted at PBL. In 2007, the following topics were included as part of the PBL mandatory safety training program.

Eye/Face Protection	Powered Industrial Trucks
Load Inspection	Back Injuries
Housekeeping	High-Vis Clothing
Towing Safety	Hand Powertool Safety
Emergency Preparedness	Machine Guarding
Spill Response	Safe Backing
Grinding Adjustments	SPCC
SWPPP	Heat Disorders
Pre-/Post-Trip Inspections	PPE
Electrical Safety	Confined Spaces

Lock-Out, Tag-Out	Overhead Door Safety
Landfill Hazards	Substance Abuse
Respirator Training	Hazard Communication
Safe Welding – Hot Work	Seat Belt Policy
Accident/Injury Reporting	Slips, Trips, and Falls
Bloodborne Pathogens	

Similar training topics have been and are currently being completed in 2008.

The number of operators for the BACS Facility will be dependent on the volume received, but it is anticipated that one to two operators will typically be working on-site.

3.8 INSPECTIONS

Inspections will be conducted on daily basis by the Facility operators.

3.9 CONTINGENCY ACTION AND EMERGENCY RESPONSE PLAN

3.9.1 Emergency Response Facilities

Personnel are instructed to notify both the facility office and the proper facilities in the case of emergency. The telephone numbers are as follows:

Ambulance:	911	Hospital Name:	Regions Medical Center Hastings, MN
		Hospital Phone:	(651) 480-4100
Fire:	911		
Police:	911	City of Inver Grove Heights Police Dept.:	(651) 450-2525

3.9.2 On-Site Communications

All equipment regularly used for waste and cover material handling are equipped with two-way radios. Telephones are available at the PBL service building and the office.

3.9.3 Fire Control Equipment

Fire extinguishers are located on all large earth moving and waste handling equipment. They are also available in the PBL shop and office. They are checked annually by the vendor. Testing verification is maintained with the facility records. The landfill also has a water truck that may be used for dust and fire control. It can draw water from a water supply tank or a surface water source.

3.9.4 Equipment Testing

As mentioned, fire extinguishers are checked annually, by the vendor. Communications equipment is kept in working order as a part of regular maintenance activities at the site.

3.9.5 Arrangements with Local Authorities

The facility is located within the corporate boundaries of the City of Inver Grove Heights. Therefore, the City is obligated to provide fire control and police services.

3.9.6 Emergency Action Plan

An "Emergency Action Plan" has been prepared and maintained at PBL. The manual provides information to be used in case of an emergency, including:

1. A list of names and telephone numbers for emergency services (fire, police, ambulance, etc.).
2. A list of equipment available for emergency control, communication, alarms, earth moving, and other relevant equipment.
3. A description of procedures to be followed from discovery of an emergency situation until it is corrected on the contingency action plan is activated. Notification, control, and cleanup measures will be included.
4. A description of prior arrangements with local authorities.

3.9.7 Emergency Procedures

The primary emergencies, that could occur, are physical injury, or fire and/or explosion. Each emergency is addressed below. After completion of an emergency action, the plan is evaluated to determine adequacy. Changes to the plan are made as appropriate.

3.9.7.1 Physical Injury

The recommended sequence of events in dealing with a medical emergency is as follows:

- Discovery of injury;
- Emergency first aid at the site;
- Notification of authorities (911) if necessary, based on severity of the injury;
- Notification of Pine Bend Landfill Operations Manager or General Manager, if not present on-site, via mobile phone (952) 270-7776 or (612) 840-3425; and
- Written report of accident and circumstances.

3.9.7.2 Fire or Explosion

The recommended sequence of events in dealing with a fire and/or explosion is as follows:

- Discovery of event;
- Account for all site personnel. If medical emergency is associated with the event, see above;
- Notification of the Fire Department (911);
- Notification of Pine Bend Landfill Operations Manager or General Manager, if not present on-site, via mobile phone (952) 270-7776 or (612) 840-3425;
- Extinguish fire or mitigate hazard;
- Notification of MPCA personnel within 48 hours of the event (651) 296-6300;
- Written report of event and corrective efforts; and
- Submittal of report to the MPCA Commissioner within two weeks of event.

Any liquids that result from extinguishing a fire are contained by constructing soil berms as appropriate from on-site stockpiles. All liquids that are collected during emergency actions are tested and treated, if necessary, prior to discharge.

3.10 MONITORING REQUIREMENTS

In 1996, the Minnesota Pollution Control Agency (MPCA) promulgated Minn. R. 7035.2836, which governs both yard waste and solid waste compost facilities. This rule requires yard waste compost facility operators to have no more than 3 percent (3%) inert materials larger than 4 millimeters (mm) in the final compost product. "Inert material" is defined in Minn. R. 7035.0300 as uncompostable material remaining in a compost system after decomposition. Inert material does not include soil particles or other naturally occurring materials that may be found in the compost system, such as wood chips or small clumps of yard waste that did not break down.

Inert materials are man-made, nonbiodegradable plastic, glass, metal or other types of materials that are left in the final compost product.

In addition to daily temperature and periodic moisture content testing, the BACS Facility will perform the following test.

The inert test limits inert material to 3 percent (3%), and these can be measured in the following steps:

1. Collect four 250-cubic-centimeter samples of the final compost product.
2. Dry each sample in a 70-degree-Celsius oven.
3. Passing the sample through a 4 mm sieve.
4. Visually inspect the material that remains on the sieve.
5. Remove inert materials remaining on the sieve, including all plastic, metal and glass.
6. Weigh the amount of the inert materials removed from the sample.
7. Divide the weight of the inert materials by the weight of the entire sample and multiply by 100 to obtain the percentage of inert material.
8. Repeat this process for each of the four samples.

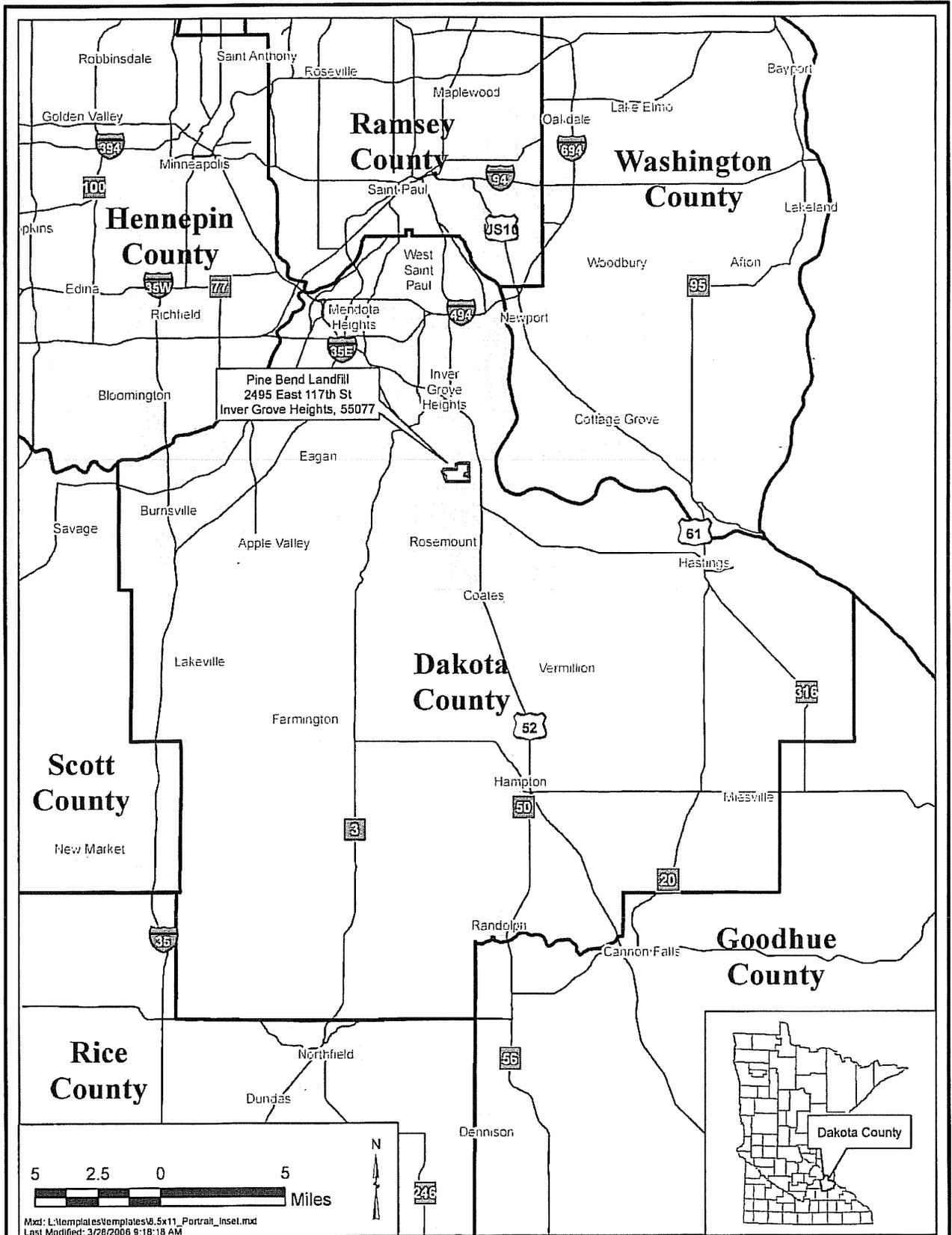
Currently, as part of the PBL environmental monitoring system, surface water samples are collected (if water is present) for laboratory analysis three times per year from the storm water collection pond which will also serve the BACS Facility. These results will be included as part of the BACS Facility's Annual Report. Also, PBL will review and report relevant groundwater analysis or gas readings from PBL monitoring wells and gas probes near the BACS Facility.

3.11 REPORTING REQUIREMENTS

As part of the annual reporting requirements found in Minn. R. 7035.2836, subp. 3, all yard waste compost facility operators are required to measure the amount of inert materials in the

final yard waste compost product and report it on the facility's annual report. A copy of this Annual report will also be provided to Dakota County and the City of Inver Grove Heights.

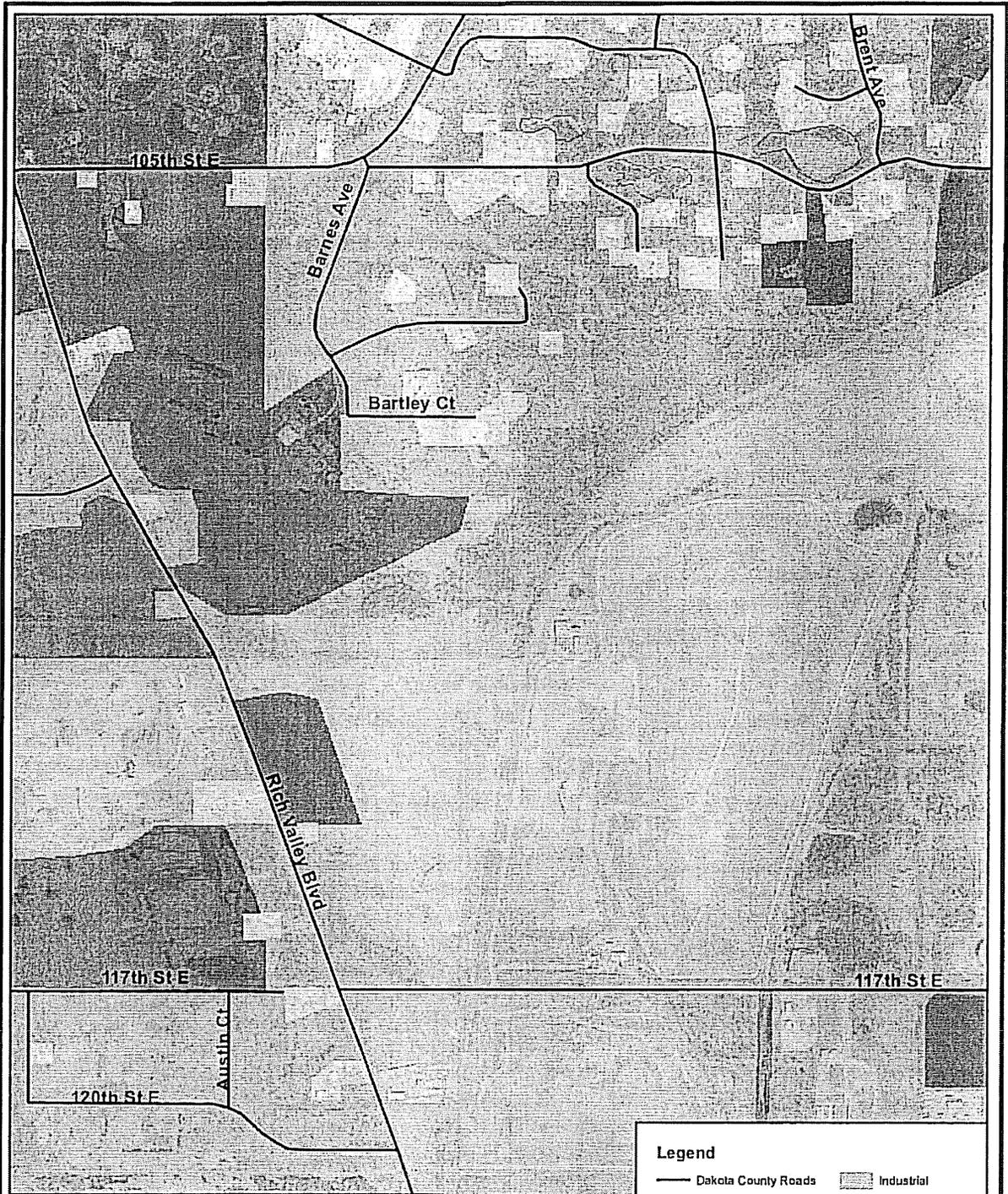
Figures



PINE BEND LANDFILL
 Location Map

Wenck
 Wenck Associates, Inc. 1800 Pioneer Creek Center
 Environmental Engineers Maple Plain, MN 55359-0429

JUL 2008
 Figure 1



Dakota County Aerial Photograph (2006, LMIC)

1,200 600 0 1,200 Feet

N

File: L:\099\10991-30\mxd files\2005 Land Use.mxd
 Last Modified: 7/21/2008 12:49:16 PM

Legend

— Dakota County Roads	Industrial
Land Use 2005	Institutional
Agricultural	Park/Recreation
Single Family Residential	Major Highway
Multi Family Residential	Railway
Commercial	Undeveloped
Mixed Use	Water

PINE BEND LANDFILL

2005 Land Use

 **Wenck**
 Wenck Associates, Inc. 1800 Pioneer Creek Center
 Environmental Engineers Maple Plain, MN 55359-0429

JUL 2008

Figure 4



SCALE IN FEET
0 20 40

LEGEND

- EXISTING CONTOURS
- EXISTING SPOT ELEVATION
- EXISTING TREE LINE
- EXISTING FENCE LINE
- EXISTING RAILROAD
- EXISTING PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED CONTOURS

SITE ENTRANCE

FILE NAME: \\0599\PINEBEND\54 COMPOST\08COMPG05.DGN

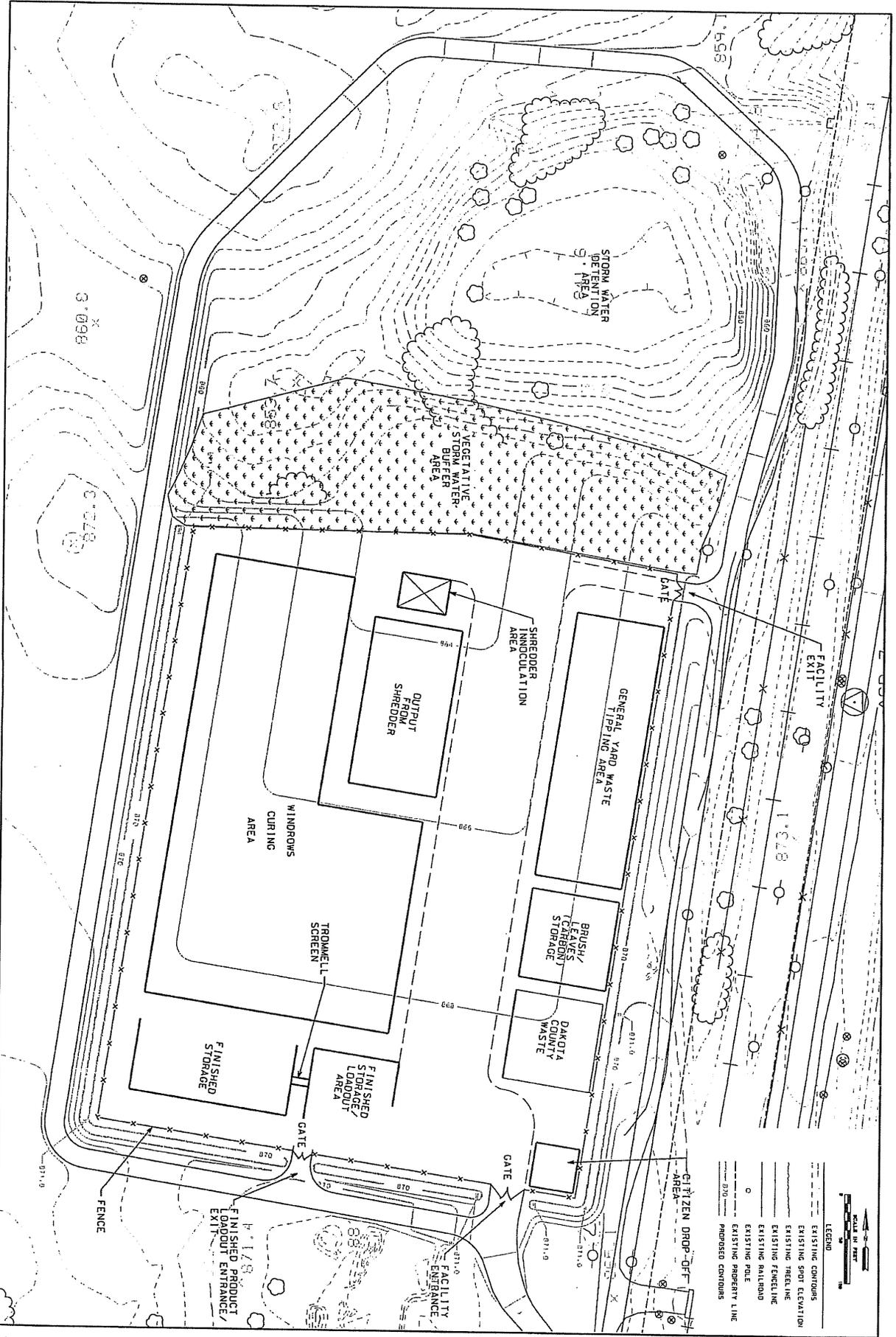
COMPANY

Wenck
Wenck Associates, Inc. 1800 Pioneer Creek Center 17631 479-4200
Engineering and 1800 Pioneer Creek Center 17631 479-4200
Environmental Services Maple Park, WI 53359 Fax 17631 479-4242

PROJECT

**BIOLOGICAL ACCELERATED
CARBON STABILIZATION FACILITY**
BFI WASTE SYSTEMS
OF NORTH AMERICA, INC.
PINEBEND LANDFILL
INVER GROVE HEIGHTS, MINNESOTA

SHEET TITLE		REVISIONS	DATE
PROPOSED GRADING PLAN			
DATE: JULY, 2008	OWN	CHK'D	APP'D



SCALE IN FEET

LEGEND

- EXISTING CONTOURS
- EXISTING SPOT ELEVATION
- EXISTING TREELINE
- EXISTING FENCELINE
- EXISTING RAILROAD
- EXISTING POLE
- EXISTING PROPERTY LINE
- PROPOSED CONTOURS

FILE NAME: \\0391\PROJECTS\54 COMPOST\08COMPOST08.DGN

Wenck
 Wenck Associates, Inc.
 Environmental Services
 1800 Pioneer Creek Center
 Maple Park, MN 55359
 (763) 479-4200
 Fax: (763) 479-4242

PROJECT
**BIOLOGICAL ACCELERATED
 CARBON STABILIZATION FACILITY**
 BFI WASTE SYSTEMS
 OF NORTH AMERICA, INC.
 PINEBEND LANDFILL
 INVER GROVE HEIGHTS, MINNESOTA

SHEET TITLE
**PROPOSED FACILITY
 LAYOUT**
 DATE: JULY, 2008

REVISIONS	DATE

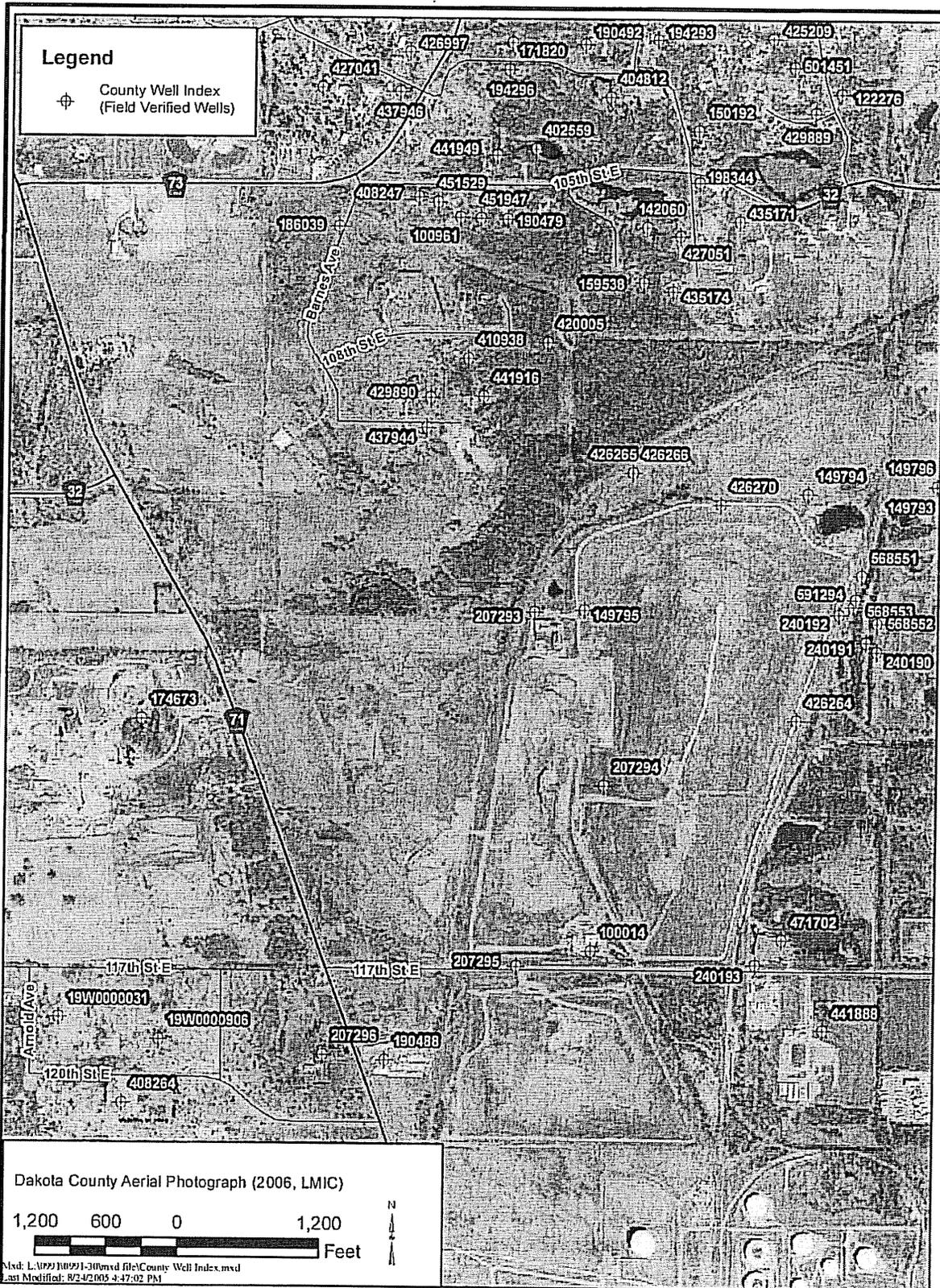
OWN: JRL CH'D: APP'D:

Appendix A

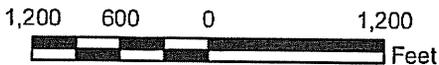
Water Well Inventory

Legend

⊕ County Well Index
(Field Verified Wells)



Dakota County Aerial Photograph (2006, LMIC)



Map: L:\VFP\110991-310.mxd file\County Well Index.mxd
Last Modified: 8/24/2005 4:47:02 PM

PINE BEND LANDFILL

County Well Index

Copyright  **Wenck**
Wenck Associates, Inc. 1800 Pioneer Creek Center
Environmental Engineers Maple Plain, MN 55359-0429

JUL 2008

September 29, 2008

Mr. Allan Hunting, AICP
Associate Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Re: Pine Bend Landfill (PBL) Yard Waste Compost Application

Dear Mr. Hunting:

This letter presents Barr Engineering's (Barr's) Report providing our technical review of the Yard Waste Compost Application at PBL.

Information used as part of our review included:

- The "Application for a Biological Accelerated Carbon Stabilization (Yard Waste Composting) Facility License and Permit" prepared by Wenck Associates, Inc., (Wenck) dated August 2008 for Allied Waste Services (Yard Waste Permit Application),
- Email from Erik Schuck (Allied Waste Services) dated September 15, 2008 containing information on the Biological Accelerated Carbon Stabilization process,
- Email from Erik Schuck dated September 17, 2008 containing chemical information on the enzyme solution added to the shredded compost, and
- Email from Tom J. Shustarich (Wenck) dated September 22, 2008 containing equipment sound level information.

Our review focused on four topics related to the proposed Yard Waste Permit Application;

1. Odor emissions,
2. Dust emissions,
3. Noise, and
4. Groundwater.

Barr's general description of the proposed yard waste composting operation and a discussion and review of the above four topics is provided below.

General Description of Yard Waste Composting Operation

Composting is the natural decomposition process of organic material in a controlled manner. The process is controlled to accelerate decomposition and minimize potential environmental and nuisance problems.

In Minnesota, yard waste composting is regulated by the Minnesota Pollution Control Agency on a Permit-by-Rule basis meaning that applicants must notify the MPCA of their proposed facility and follow the operational requirements of Minnesota Rules 7035.2836. After notification, facilities can begin operations and must submit an annual report to the MPCA in accordance with the above Minnesota Rules.

Yard waste composting facilities in Dakota County are required to obtain a County license and are regulated under County Ordinance 110, Section 13.00, which describes the design plans and operations plan requirements for these facilities.

The Yard Waste Permit Application for PBL is proposed to be a 10 acre facility located immediately west and adjacent to the PBL. The nearest residences are located northwest, west, and southwest from the proposed compost facility and are over 1000 feet away. The proposed facility would process approximately 70,000 cubic yards (28,000 tons) of yard waste annually. PBL proposes to operate the yard waste facility from 7 AM to 5 PM Monday through Friday and from 7 AM to 3 PM on Saturdays. Sunday operation would be limited to a special project or need.

Materials slated for composting would be dropped off at a tipping area and loaded into a grinder (sometimes referred to as a shredder) with an end-loader. The compost would be placed in windrows to complete the composting process. The composted material would then be screened to remove plastic bag material and sold to commercial landscapers and/or used for daily and/or intermediate cover or as an additive to the topsoil in the final cover at PBL.

The PBL yard waste compost facility would use a process called Biological Accelerated Carbon Stabilization (BACS) which uses a proprietary liquid enzyme additive called "QuikSoil™ 2600". The Yard Waste Permit Application indicates that QuikSoil™ 2600 would be sprayed on to the yard waste immediately after grinding and is designed to increase the rate at which raw materials are converted to compost and would minimize turning of the compost piles, thereby reducing odors compared to traditional composting processes that don't use QuikSoil™ 2600.

QuikSoil™ 2600 is made up of several enzyme materials, including amino acids, nucleotides, and organic acids and bases. These organic molecules are composed of hydrogen, oxygen, carbon, and nitrogen. QuikSoil™ 2600 contains very low amounts of inorganic materials (in the parts per million range), with calcium being in the highest proportion. The Yard Waste Permit Application indicates that the QuikSoil™ 2600 enzyme solution would be consumed by bacteria during the composting process.

Additional information on the proposed compost facility is provided in the Yard Waste Permit Application.

Odor Emissions

Odors can be a significant concern at yard waste composting facilities and can be generated during storage of the incoming yard waste and improper composting procedures. Anaerobic (lack of oxygen) conditions can encourage the generation of several odorous gases. Ammonia can be generated under both aerobic and anaerobic conditions.

The Yard Waste Compost Application asserts that the proposed BACS process using QuikSoil™ 2600 would have several benefits:

- Maintenance of aerobic conditions in the composting pile for longer time periods than conventional systems, which results in less frequent turning of the piles and consequently less dust, noise, and odor,
- Shortened bacterial decomposition times, which results in the compost reaching maturity in a shorter period of time, and
- Decreased air emissions including greenhouse gases, such as carbon dioxide, and odorous gases, such as mercaptans, amines, and ammonia, compared to traditional composting methods.

The relatively long distance (over 1000 feet) from the proposed facility to the nearest residence will help to minimize odor impacts from the proposed facility and the information submitted regarding the BACS process asserts that little odor will be generated from the composting process. However, based on the information provided, Barr is unable to definitively determine that odor will not be a problem at the proposed facility. Therefore, Barr recommends that PBL:

1. Provide odor monitoring data (if available) from a similar composting facility where the BACS process has been used,
2. Develop a protocol for estimating potential odor impacts based on the Calpuff air quality model and submit the protocol for City review and approval,
3. Perform the approved air quality modeling and submit the results for City review,
4. Add a description in the operating plan defining the wind directions and speeds when compost turning, shredding, screening, loading, and other processing will and will not be conducted,
5. Provide an odor monitoring plan to the City for review which includes the procedures for documenting and reporting odor complaints, and the methods for collecting and analyzing air samples for odors and odorous gases, and
6. Prepare a contingency plan for City review that describes the thresholds for initiating corrective action and the steps that would be taken to correct the odor problem.

Dust Emissions

Dust will be generated at the proposed yard waste composting facility primarily from the truck and other vehicle traffic and from shredding, turning, final screening, and loading of the compost.

Several methods can be used to control dust:

- Keeping the compost moist,

- Moistening compost during the final compost steps and before final screening and loading onto vehicles,
- Frequent watering or applying other dust suppressants on gravel driving surfaces or construction of asphalt or concrete driving surfaces, and
- Collection hoods, negative air pressure, and baghouses at dust generation points.

The control measures described in the Yard Waste Compost Application were watering the access roads and the yard waste.

Barr has the following recommendations relating to dust control:

1. Adding moisture to the final compost before final screening and loading onto vehicles,
2. Add a description in the operating plan defining the wind directions and speeds when compost turning, shredding, screening, loading, and other processing will and will not be conducted, and
3. Prepare a contingency plan for City review that would describe the thresholds for when corrective action would be taken and the steps that would be taken to evaluate and correct the dust problem.

Barr does not recommend the installation of asphalt or concrete driving surfaces, collection hoods, negative air pressure, or baghouses at dust generation points at this time because of the other control measures being proposed and the relatively long distance from the nearest residence. Given the proposed control measures and site conditions, Barr believes that dust generation will likely be insignificant at the proposed facility.

Noise

The Minnesota Pollution Control Agency has established standards for environmental noise in Minnesota. The standards apply at the nearest receptor and are specific to the type of land use at the receptor location. Residential areas fall into the most stringent MPCA noise area classification - NAC 1. Daytime noise levels in an NAC-1 area may not exceed 60 dBA for more than 30 minutes in any given hour (L_{50}) nor exceed 65 dBA for more than six minutes in a given hour (L_{10}). (Minnesota Rule 7030.0040) Noise levels of 60 dBA are similar to conversational speech.

Noise levels are logarithmically additive, for instance, if one piece of equipment by itself resulted in a noise level of 55 dBA at a nearby residence, and if other equipment at the site also resulted in a noise level of 55 dBA at the same residence, the combined noise level would be 58 dBA.

Potential sources of noise at the proposed PBL yard waste composting facility include mobile sources (the front end loader, spray equipment, and truck traffic) and stationary sources (the grinder, conveyors, and trommel screen). In Barr's opinion the mobile equipment and the grinder would likely be have the greatest noise generation potential and therefore are discussed further below.

The mobile noise sources will be incremental increases in noises of that type, since similar equipment already operates at the adjacent existing PBL. Given the small scale of the compost site relative to the landfill operations, these increases may be difficult to distinguish from existing operations.

The stationary noise sources will be new noise types for the area. Noise from the conveyors and trommel screen are not expected to be of significance, relative to the other equipment on the site. We assume that the trommel screen will be engine-powered and engine noise will likely blend with other engine noise at

the site. Barr expects that the proposed grinder would be the most prominent new noise source, as it represents a new type of noise in the area. Manufacturer data on the grinder indicates that it will have noise emission levels similar to the loader and truck traffic at the site.

PBL provided information comparing the sound levels produced by various pieces of landfill equipment below based on the Guidance Manual for Transit Noise and Vibration Impact Assessment prepared for the Federal Transit Administration in April 1995 (Document No. DOT-T-95-16).

Equipment	Sound Level at 50 ft., dBA
Truck	88
Dozer	85
Compactor	82
Backhoe	80

PBL indicated that the manufacturer of the grinder proposed to be utilized at the compost facility reports a weighted noise average of 105 dBA which was measured at the control panel on the grinder. PBL estimates that the grinder sound level at 50 feet would be approximately 81 dBA, which when compared to the table above is in the same range as the equipment utilized at the landfill. Barr concurs with PBL's calculation that grinder noise at 50 feet would be approximately 81 dBA.

The operating hours planned for the site fall within daytime hours, when noise impacts are expected to be less objectionable than if the site were operated at night.

The reduced distance to residences (relative to current landfill operations) for the proposed composting facility may lead to a slight increase in overall noise level. However, given the relatively long distance to the nearest residence (over 1000 feet), the noise from equipment at the site is likely to decay to acceptable levels (below state noise standards discussed above) at nearby residences. The low berm around the site may provide some minimal noise shielding. Noise modeling would be needed to accurately predict noise levels at the nearest receptors, however at this time Barr believes that noise impacts will likely be minimal and therefore noise modeling is not recommended.

Barr has three recommendations regarding noise:

1. If noise from the grinder is objectionable, a partial enclosure and/or noise wall may be useful in shielding sensitive receptors from its noise.
2. Increasing the height of the surrounding berm may provide noise attenuation as well as provide visual screening of the site.
3. There is some potential for reversing (backup) alarm noise to be objectionable at nearby residences. 'White-noise' type reversing alarms should be evaluated by PBL to minimize noise impacts while maintaining safety on the site.

Groundwater

It is unlikely that the proposed composting process will adversely affect groundwater quality. Non-compostable materials that may arrive at the facility should be detected at the tipping area and removed to the active landfill. The compost and the enzyme additive do not contain groundwater contaminants. Major ions that could cause some groundwater contamination, such as nitrogen, are at relatively low levels and would likely become a part of the compost.

If the compost site ever became a source of groundwater contamination, the contaminated groundwater would flow under the landfill and mix with groundwater already affected by other portions of the landfill. The effect of mixing of groundwater from the compost site with groundwater from the landfill is not expected to significantly increase the concentrations of any existing contaminants or introduce new contaminants. It is more likely that if such mixing were to take place, microbial activity in the groundwater underneath the landfill will increase slightly, possibly resulting in acceleration of the desirable microbial reduction of chlorinated compounds.

Barr has no recommendations for the proposed compost facility relating to groundwater.

Conclusions and Recommendations

Conclusions

The proposed PBL yard waste permit application is intended to produce compost for sale to commercial landscapers and/or to use as cover for the PBL. The proposed facility will be located immediately west of the landfill and would be over 1000 feet from the nearest residence.

Barr principle concern is that the yard waste compost facility may generate objectionable odors that could impact nearby residences. Dust and noise are also a concern, however Barr believes these concerns are secondary and that it is unlikely that dust and noise will negatively impact nearby residences. Barr does not believe that groundwater quality will be negatively impacted by the proposed facility.

Recommendations

Barr's recommendations on the proposed PBL yard waste compost facility are as follows:

Odor

1. Provide odor monitoring data (if available) from a similar composting facility where the BACS process has been used,
2. Develop a protocol for estimating potential odor impacts based on the Calpuff air quality model and submit the protocol for City review and approval,
3. Perform the approved air quality modeling and submit the results for City review,
4. Add a description in the operating plan defining the wind directions and speeds when compost turning, shredding, screening, loading, and other processing will and will not be conducted,
5. Provide an odor monitoring plan to the City for review which includes the procedures for documenting and reporting odor complaints, and the methods for collecting and analyzing air samples for odors and odorous gases, and
6. Prepare a contingency plan for City review that describes the thresholds for initiating corrective action and the steps that would be taken to correct the odor problem.

Dust

1. Adding moisture to the final compost before final screening and loading onto vehicles,
2. Add a description in the operating plan defining the wind directions and speeds when compost turning, shredding, screening, loading, and other processing will and will not be

conducted (note: this is the same comment as comment number four above but is repeated to ensure that dust generation is considered when modifying the operating plans as requested), and

3. Prepare a contingency plan for City review that would describe the thresholds for when corrective action would be taken and the steps that would be taken to evaluate and correct the dust problem.

Noise

1. If noise from the grinder is objectionable, a partial enclosure and/or noise wall may be useful in shielding sensitive receptors from its noise.
2. Increasing the height of the surrounding berm may provide noise attenuation as well as provide visual screening of the site.
3. There is some potential for reversing (backup) alarm noise to be objectionable at nearby residences. 'White-noise' type reversing alarms should be evaluated by PBL to minimize noise impacts while maintaining safety on the site.

Sincerely,



Jeff Ubl, P.E
Project Manager

Draft

ENVIRONMENTAL COMMISSION MEETING
Inver Grove Heights City Hall – Council Chambers
October 2, 2008

1. Call to Order

Meeting called to order at 7:00 PM by Chair Lesney.

2. Roll Call

Commissioners Present:

Chair Lesney, Bob Pohlman, Greg Groejes, Peter Hall, Ted Trenzeluk, Chris Wang, Brandon Wild, Mike Flaherty, Ross Berge

Staff Present:

Jennifer Emmerich, Assistant Planner
Allan Hunting, City Planner

3. Approval of Agenda

Mr. Trenzeluk moved to approve the agenda and Mr. Wang seconded the motion. Motion to approve carried unanimously.

4. Approval of Minutes

Mr. Berge moved to approve the minutes with the revisions and Mr. Trenzeluk seconded the motion. Motion to approve carried unanimously.

5. Old Business

6. New Business

A. Allied Waste Service - Consider a request for a Conditional Use Permit for a yard waste composting facility located on the property immediately west of the Pine Bend landfill.

Allan Hunting, City Planner, presented the Conditional Use Permit for a yard waste composting facility to the Environmental Commission. Mr. Hunting provided a location of the proposed facility and explained that Allied Waste would accept yard waste and compost it at their facility. He further explained the process of composting the material and stated that the proposed operation meets the City's requirements for the Integrated Resource Management Overlay District.

Tom Shustarich, from Wenk Associates stated that Allied Waste has submitted application to both the Minnesota Pollution Control Agency and Dakota County. He stated that the property will be accessed off of 117th Street with a class five gravel driveway and explained the location of all of the site amenities.

Chair Lesney asked about the grass areas and if this facility will in turn reduce the amount of yard waste going to the landfill.

Mr. Schusterage responded that yard waste had not been going to the landfill. He then stated that he had some corrections to some information submitted to the Planning Department. First, the rows of material would be 16' wide and 10' high. Second, when calculating the capacity, he used an average pile height of four feet, but that realistically, the piles could be up to ten feet high. Third, Mr. Schusterage requested that the condition regarding the hours of operation be amended to allow the delivery of yard waste until 7:00 PM. The fourth item was regarding the final building. He stated that Allied Waste is looking at a two-sided building instead of a three-sided building.

Erik Schuck of Allied Waste came to the podium and spoke regarding the benefits of the facility. He stated that they would be doing a biological accelerated carbon stabilization facility (BACS) because it is the best process for the environment and it will produce a product that is superior to conventional processes. He further stated that the process would reduce carbon dioxide and volatile organic compound (VOC) emissions and fossil fuel consumption and odor.

Chair Lesney asked about the reduction of carbon dioxide emissions is above the natural decomposition of the organic matter.

Mr. Hill of Indiana University stated that it's based on the normal loss of carbon dioxide and VOCs. He further stated that the more the matter is turned, the more carbon dioxide and VOCs are emitted and because the BACS process does not turn the product as often, there are fewer emissions.

Chair Lesney asked if the BACS process would accelerate the amount of bacteria that consume the organic matter.

Mr. Hill said that it would accelerate the process two ways. First, the reduction in turning the material results in more active decomposition and, second, there are more enzymes present for breakdown.

Mr. Hall asked if speeding up the process would increase in heat and the potential for fire danger.

Mr. Hill stated it would not increase the potential for fire danger and that the BACS process would actually stabilize the temperature and reduce the potential for fire.

Mr. Groenjes asked how they will stop the system from becoming anaerobic when the matter is only turned once every six weeks.

Mr. Hill explained that the system stays aerobic by arranging the pile in a certain manner. He further stated that they have processed over six million tons of matter via the BACS process.

Mr. Groenjes asked how the pile is created.

Mr. Hill stated that to a certain extent, the pile naturally forms properly when it is dumped off of the end loader. Additionally he stated that by keeping a certain percentage of wood in the pile, a certain level of porosity will be maintained.

Mr. Schuck added that they specifically would have a separation of piles of material to maintain the proper mix. He also commented that Allied Waste accepts the conditions in the planning report, but would ask that the hours of operation be extended for the acceptance of waste. Additionally, he asked that the odor testing be completed only if a complaint about odor at the facility is made.

Mr. Hall expressed his concerns about the noise and extending the hours of operation and the odor.

Mr. Schuck confirmed that the extension of the hours of operation would mostly be for the residents to drop-off of material, not to run their equipment. He further stated that there is not a correlation between the height of the piles and the level of odor.

Mr. Hill stated that the proposed process is not new; facilities have been implementing it since 1998. He further stated that the process does not produce odor like a normal composting facility and he could provide data that proves this.

Mr. Trenzeluk asked how late Pine Bend Landfill is open.

Mr. Schuck said that it accepts waste until 7:00 PM.

Mr. Trenzeluk asked how long it would take to remedy an odor situation if complaints were received.

Mr. Schuck said that parameters to address that could be set in the conditions.

Chair Lesney asked about the comment regarding odor in the Barr Engineering report. The report states that Barr Engineering cannot confirm that odor would not be an issue at the site.

Jeff Ubl from Barr Engineering stated that they have experience with composing facilities, but not with BACS facilities and that they do not have information to determine if odor would be an issue.

Chair Lesney asked about Barr's recommendation to submit air quality testing.

Charlie Ganzer of Barr Engineering stated that the air quality study would look at the area and the size of the piles to determine the odor being emitted. He further stated that the information shown by Allied Waste was concentrations of certain odors, but not the actual amount of odor getting into the air. The recommended Calpuff test would do that and it specifically addresses odor levels at calm conditions.

Chair Lesney asked about the specific Calpuff test.

Charlie Ganzer stated that there are two models that they could do and that Barr is recommending the more expensive, more time-consuming tests.

Mr. Hall asked if the report being requested is a higher-quality report.

Charlie Ganzer said that because they are requesting information regarding odor, the necessary tests are more intense. However, the tests being requested have been done elsewhere.

Mr. Schuck stated that Barr Engineering's requirements are out of the ordinary for what is normally required of their facilities and that most BACS facilities are not required to do the Calpuff testing. He further stated that Calpuff testing is usually used on facilities that take in blood or other organic matter, like slaughterhouses.

Mr. Flaherty asked about the proximity of residences for the data submitted by Allied Waste.

Mr. Hill stated that one of the facilities in the data had residences approximately 1,000 feet from the facility and that some of the facilities have residences within 300 feet.

Chair Lesney asked if they have received complaints from residents next to those facilities.

Mr. Hill said that they probably have had complaints, but that they have had a significant reduction in complaints in the facilities where they switched to a BACS process.

Mr. Hall inquired about the contingency plan.

Mr. Schuck stated that there are topical applications that can be applied to reduce odor.

Mr. Berge asked about the noise level of the shredding process.

Mr. Shustarich stated that they sent a noise analysis to Barr Engineering. That report stated that at 50 feet, the noise level would be similar to a front end loader

Mr. Wilde asked about the level of trucks entering and exiting the site.

Mr. Schuck stated that they run approximately 30 vehicles but that not all of the vehicles go to that facility.

Mr. Pohlman asked if the operation is seasonal.

Mr. Schuck said that it is seasonal and that they do not collect material from December 1 to April 14.

Mr. Hall moved to approve the application with all of the conditions set forth in the planning report. Mr. Wilde seconded the application.

Mr. Trenzeluk stated that he is in support of extending the hours.

Mr. Groenjes stated that he is less concerned about the odor at the BACS facility than previous landfill applications and would support doing the Calpuff testing only if there is an odor problem.

Mr. Hall expressed his concerns with noise if the hours of operation are extended.

Mr. Trenzeluk stated that he likes to have the option to bring his stuff in after 5:00 PM.

Chair Lesney stated that she also supports extended hours of operation and gave an example of a storm event that required extensive amounts of debris being taken to a composting facility.

Motion failed 4-5 (Groenjes, Wang, Pohlman, Lesney, Trenzeluk)

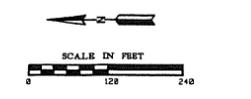
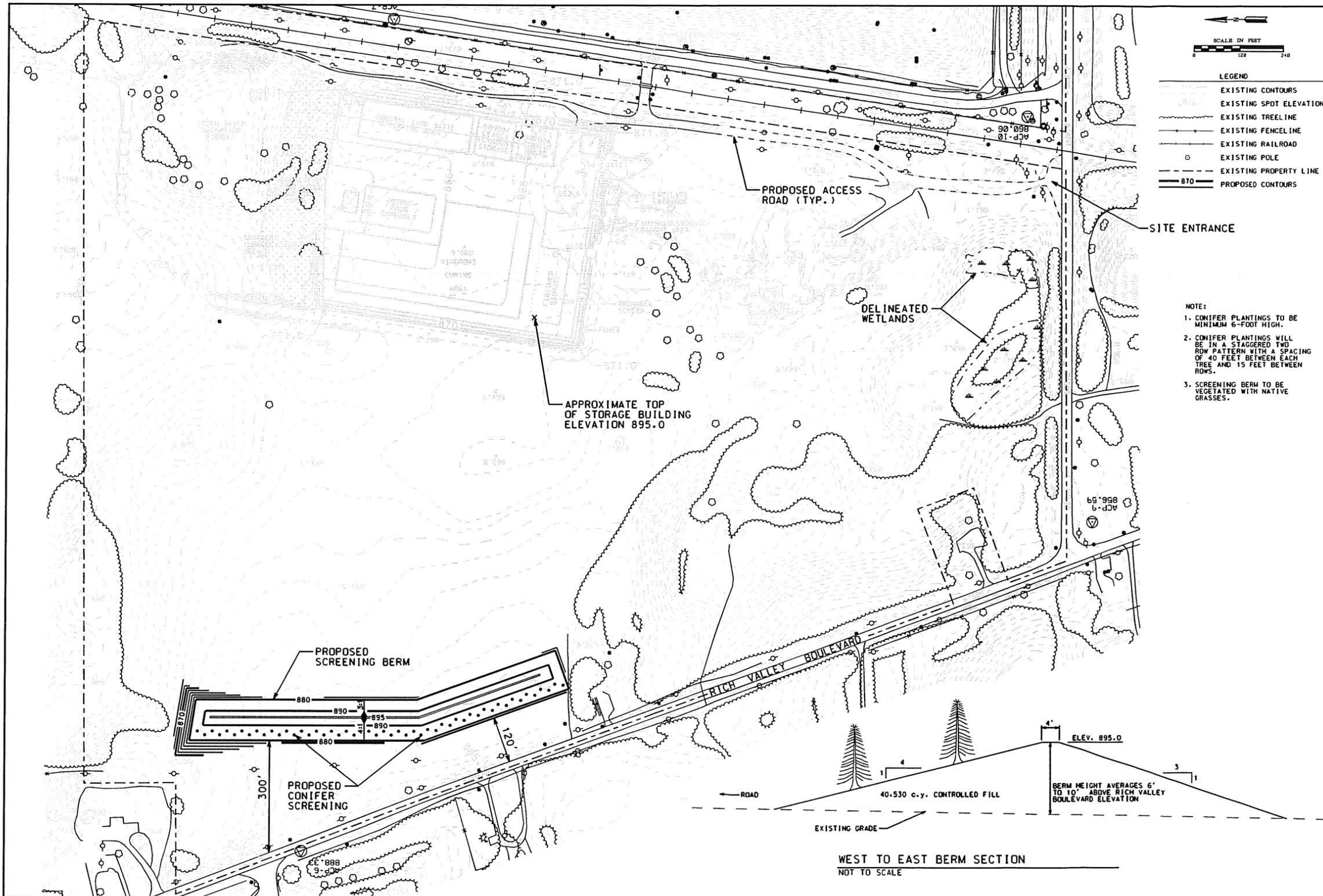
Mr. Trenzeluk moved to approve the facility with the hours operation being extended to 7:00 PM. Mr. Wang seconded the motion. Motion approved 6-3 (Hall, Wilde, Berge).

7. Citizen Comments

8. Reports and Updates

9. Adjourn

Mr. Pohlman moved to adjourn at 8:20. Mr. Hall seconded the motion. Motion approved unanimously.



LEGEND

- EXISTING CONTOURS
- EXISTING SPOT ELEVATION
- - - EXISTING TREELINE
- - - EXISTING FENCELINE
- - - EXISTING RAILROAD
- EXISTING POLE
- - - EXISTING PROPERTY LINE
- PROPOSED CONTOURS

- NOTE:**
1. CONIFER PLANTINGS TO BE MINIMUM 6-FOOT HIGH.
 2. CONIFER PLANTINGS WILL BE IN A STAGGERED TWO ROW PATTERN WITH A SPACING OF 40 FEET BETWEEN EACH TREE AND 15 FEET BETWEEN ROWS.
 3. SCREENING BERM TO BE VEGETATED WITH NATIVE GRASSES.

WEST TO EAST BERM SECTION
NOT TO SCALE

FILE NAME: W:\091\PI\BEN\05 COMPOST ONST\08COMPOST WEST BERLNDGN

PROJECT: BIOLOGICAL ACCELERATED CARBON STABILIZATION FACILITY

SHEET TITLE: PROPOSED LANDSCAPING PLAN

DATE: OCTOBER, 2008

DATE: OCTOBER, 2008

INVER GROVE HEIGHTS, MINNESOTA

Wenck
Wenck Associates, Inc.
1800 Pioneer Creek Center
Maple Plain, MN 55359
Tel: (763) 479-4200
Fax: (763) 479-4242
Engineering and Environmental Services

REVISIONS: _____

DATE: _____

APP'D: _____

CHECK'D: _____

DRAWN: _____

DATE: _____

SHEET NO. 6

Allan Hunting

From: Tom Link
Sent: Tuesday, October 21, 2008 3:24 PM
To: Allan Hunting
Subject: FW: Allied Waste - Case No 08-45C

Allan,
Please share this with the Commission and Council. Thanks.

From: Todd Wicker [mailto:todd@twickerappraisals.com]
Sent: Tuesday, October 21, 2008 2:44 PM
To: Tom Link
Subject: Allied Waste - Case No 08-45C

Tom,
I might not be able to make the meeting tonight for Allied Waste.
I would like you to pass on my concerns to the Planning Commission.

- 1) I do appose the request. I think the area is already over saturated with landfills and similar facilities.
- 2) They do need to monitor ground water in the area at least for 3-5 years to be safe. I understand the yard waste should not be hazardous, But we all know that there is a lot of chemicals used on lawns and trees that can be hazardous.
- 3) There should also be no reason for Sunday operations.

Thank You

Todd Wicker
T. Wicker Appraisals, Inc.
651-306-0916
www.wickerappraisal.com
todd@twickerappraisals.com

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 27, 2008
 Item Type: Regular Agenda, Administration
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider a request to extend the time frame for the continued operation of the Pine Bend Landfill from 2016 to 2030, with a corresponding change to the Host Community Agreement and Host Community Fund.

SUMMARY

At your July 28th Work Session staff brought this request forward. Council directed staff and the City Attorney to work with Allied Waste to bring back a revised Agreement. At your October 13th Work Session Council reviewed the revised Agreement and, for the most part, found it to be of benefit to the City. The Agreement presented is ready for approval by Pine Bend Landfill.

There were some discussion points and they are as follows:

- Capturing the right value of the cost, over time, of the rate to charge without locking up the rate now – Allied would like to go forward now and the City has proposed an 11.83% increase in the rate per ton starting in 2009 and an increase every year of 3%, in addition the language contained within the agreement states that Inver Grove Heights will have the highest rate in the seven (7) County area so if another community adopts an agreement with a higher rate, it is automatically the one being paid by Allied
- Use of funds from this Agreement to provide an incentive for those businesses along Concord to consider their relocation to an area of same or similar uses – this can certainly be done because the Council has complete discretion on the use of these funds
- Continued and ongoing discussions and negotiations with Allied about the relocation of their current operation – the City will continue to discuss with Allied and work toward relocation from Concord Boulevard to the west 100 acres owned by Allied.
- Council was advised that the financial impact of this decision could reach as high as \$23,410,187 between the increase in revenue and new revenue projected, in today’s dollars

Staff recommends approval of the 2nd Restated and Amended Host Community Agreement by and between BFI Waste System and the City of Inver Grove Heights.

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

RESOLUTION _____

**A RESOLUTION APPROVING 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**

WHEREAS, on May 30, 1995, the City of Inver Grove Heights (the “City”) entered into a Host Community Agreement for the Pine Bend Landfill;

WHEREAS, on March 22, 2004, the City amended the Host Community Agreement for the Pine Bend Landfill;

WHEREAS, the owner of the Pine Bend Landfill is BFI Waste Systems of North America, LLC, which is a subsidiary of Browning – Ferris Industries, Inc. (collectively referred to as “BFI”);

WHEREAS, BFI initiated negotiations with the City for a Second Restated and Amended Host Community Agreement in order to address the issues of the declining volume of waste being deposited into the landfill, the duration of the landfill and the Host Community fees;

WHEREAS, the result of those negotiations and discussions have been incorporated into the attached 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.

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

- 1.) The City Council hereby approves the attached 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.
- 2.) The Mayor and Deputy City Clerk are authorized to execute the attached 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.

Passed this 27th day of October, 2008.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

SECOND (2ND)

RESTATED AND AMENDED

**HOST COMMUNITY AGREEMENT BY AND
AMONG BFI WASTE SYSTEMS OF NORTH AMERICA, INC., LLC,
BROWNING-FERRIS INDUSTRIES, INC., AND
THE CITY OF INVER GROVE HEIGHTS, MINNESOTA**

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SECTION 1. RECITALS.

1.01 Parties. This SECOND (2ND) AMENDED AND RESTATED HOST COMMUNITY AGREEMENT (Agreement), dated as of ~~March 22, 2004~~ 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, Inc., LLC (BFIWSNA), a ~~Delaware corporation~~ 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.

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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

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 ~~12~~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

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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.

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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 ~~is in the process of considering whether to allow the airspace capacity expansion~~ 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 ~~March 31, 2016~~ 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

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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.

1.234 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~~Original Host Community Agreement and the First (1st) Restated and Amended Host Community Agreement.

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SECTION 2. AUTHORITY.

2.01 BFIWSNA. BFIWSNA enters into this Agreement pursuant ~~to its corporate powers and by authorization of its Board of Directors~~to its limited liability company powers and by authorization of its Board of Governors.

2.02 BFL 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

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Agreement pursuant to its corporate powers and by authorization of the Board of Directors.

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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, 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 ~~starting in 2006~~, 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 liner 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 goenel. 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 ~~this Agreement~~ the First (1st) Restated and Amended Host Community Agreement; the City acknowledges receipt of this installment payment:

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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 ~~April 1, 2009~~ 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 ~~April 1, 2010~~ 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 March 31, 2014 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 on the 15th day of each month beginning May 15, 2004~~ 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.

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The Minimum Monthly Payments per month for the years 2008 (beginning in October) through the year 2030 are as follows:

<u>Year</u>	<u>Minimum Monthly Payment</u>		<u>Year</u>	<u>Minimum Monthly Payment</u>
<u>2008</u>	<u>\$60,000</u>		<u>2020</u>	<u>\$64,000</u>

<u>Oct.-Dec.</u>				
<u>2009</u>	<u>\$60,000</u>		<u>2021</u>	<u>\$65,000</u>
<u>2010</u>	<u>\$60,000</u>		<u>2022</u>	<u>\$66,000</u>
<u>2011</u>	<u>\$60,000</u>		<u>2023</u>	<u>\$67,000</u>
<u>2012</u>	<u>\$60,000</u>		<u>2024</u>	<u>\$68,000</u>
<u>2013</u>	<u>\$60,000</u>		<u>2025</u>	<u>\$69,000</u>
<u>2014</u>	<u>\$60,000</u>		<u>2026</u>	<u>\$70,000</u>
<u>2015</u>	<u>\$60,000</u>		<u>2027</u>	<u>\$71,000</u>
<u>2016</u>	<u>\$60,000</u>		<u>2028</u>	<u>\$72,000</u>
<u>2017</u>	<u>\$61,000</u>		<u>2029</u>	<u>\$73,000</u>
<u>2018</u>	<u>\$62,000</u>		<u>2030</u>	<u>\$74,000</u>
<u>2019</u>	<u>\$63,000</u>			

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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 that the following are excepted:

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- 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 Dakota County~~ 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 ~~March 31, 2016~~ December 31, 2030. ~~It is reasonable to expect that the Landfill could be closed no later than March 31, 2014.~~ 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 ~~March 31, 2014~~ December 31, 2025, then beginning ~~April 1, 2014~~ January 1, 2026, BFIWSNA or BFI shall pay to the City an additional ~~amount of \$1.00~~ Inducement Amount per ton for all Waste disposed at the Landfill from and after ~~April 1, 2014~~ January 1, 2026. This amount of ~~\$1.00~~ 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 ~~\$1.00~~ Inducement Amount per ton amount is not a credit against the amounts required to be paid under Sections 8.05 and 8.06.

This ~~inducement amount of \$1.00~~ Inducement Amount per ton imposed by this Section 8.07 is to encourage BFIWSNA to permanently close the Landfill by ~~March 31, 2014~~ earlier than December 31, 2030.

The Inducement Amounts per ton for the years 2026 through 2030 are as follows:

Year	Inducement Amount Per Ton
<u>2026</u>	<u>\$00.10</u>
<u>2027</u>	<u>\$00.20</u>
<u>2028</u>	<u>\$00.30</u>
<u>2029</u>	<u>\$00.40</u>
<u>2030</u>	<u>\$00.50</u>

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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 ~~\$40,000~~\$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 ~~\$40,000~~\$15,000 to the City beginning ~~April 1, 2004~~January 1, 2009, and continuing each year thereafter through and including ~~April 1, 2016~~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 ~~March 31, 2016~~December 31, 2030. No Waste shall be disposed of at the Landfill after ~~March 31, 2016~~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.

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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:

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- *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)*
- *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-08-2763 (re PID No. 205756001001)*

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- *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).*

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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.

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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.

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IT IS SO AGREED:

City of Inver Grove Heights

By: _____
George Tourville, Mayor

Attest:

By: _____
~~Catherine Jago~~ Melissa Rheaume,

| Deputy Clerk

BFI Waste Systems of North America,

| ~~Inc.~~ LLC

By: _____
Its: _____

Browning-Ferris Industries, Inc.

By: _____
Its: _____

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GUARANTY

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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: _____, 2008

Allied Waste Industries, Inc.

By: _____

Its: _____

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EXHIBIT A

HOST COMMUNITY FEE PURSUANT TO SECTION 8.06

Time Frame	Section 8.06 Fee Amount
April 1, 2004 to March 31, 2005	\$4.35 per ton
April 1, 2005 to March 31, 2006	\$4.35 per ton ^{*†}
April 1, 2006 to March 31, 2007	\$4.45 per ton
April 1, 2007 to March 31, 2008	\$4.55 per ton
April 1, 2008 to March 31, 2009	\$4.65 per ton
April 1, 2009 to March 31, 2010	\$4.75 per ton
April 1, 2010 to March 31, 2011	\$4.85 per ton
April 1, 2011 to March 31, 2012	\$4.95 per ton
April 1, 2012 to March 31, 2013	\$5.05 per ton
April 1, 2013 to March 31, 2014	\$5.15 per ton
April 1, 2014 to March 31, 2015	\$5.25 per ton ^{**}
April 1, 2015 to March 31, 2016	\$5.35 per ton ^{**}

*** Note:** When disposal begins in the Phase V Cell, the per-ton fee amount will be \$4.45 per ton or the amount set forth above, whichever is greater.

**** Note:** From and after April 1, 2014, the per-ton disposal fee shall be the fee set forth above plus the fee required under Section 8.07.

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EXHIBIT A

HOST COMMUNITY FEE PURSUANT TO SECTION 8.06

<u>Year</u>	<u>Section 8.06 Fee Amount</u>		<u>Year</u>	<u>Section 8.06 Fee Amount</u>
<u>2008</u> <u>Oct.-Dec.</u>	<u>\$4.65 per ton</u>		<u>2020</u>	<u>7.20 per ton</u>
<u>2009</u>	<u>\$5.20 per ton</u>		<u>2021</u>	<u>\$7.41 per ton</u>
<u>2010</u>	<u>\$5.36 per ton</u>		<u>2022</u>	<u>\$7.64 per ton</u>
<u>2011</u>	<u>\$5.52 per ton</u>		<u>2023</u>	<u>\$7.87 per ton</u>
<u>2012</u>	<u>\$5.68 per ton</u>		<u>2024</u>	<u>\$8.10 per ton</u>
<u>2013</u>	<u>\$5.85 per ton</u>		<u>2025</u>	<u>\$8.34 per ton</u>
<u>2014</u>	<u>\$6.03 per ton</u>		<u>2026</u>	<u>\$8.59 per ton*</u>
<u>2015</u>	<u>\$6.21 per ton</u>		<u>2027</u>	<u>\$8.85 per ton*</u>
<u>2016</u>	<u>\$6.40 per ton</u>		<u>2028</u>	<u>\$9.12 per ton*</u>
<u>2017</u>	<u>\$6.59 per ton</u>		<u>2029</u>	<u>\$9.39 per ton*</u>
<u>2018</u>	<u>\$6.78 per ton</u>		<u>2030</u>	<u>\$9.67 per ton*</u>
<u>2019</u>	<u>\$6.99 per ton</u>			

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***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	\$ 290.00 <u>310.60</u> *
2.) Grass Fire Truck	\$ 205.00 <u>219.56</u> *
3.) Pumper	\$ 345.00 <u>369.51</u> *
4.) Tanker	\$ 270.00 <u>289.18</u> *
5.) Aerial	\$ 695.00 <u>744.38</u> *
6.) All other	\$ 180.00 <u>192.79</u> *

* **Note:** The hourly equipment charges set forth above shall be annually adjusted beginning April 1, 2006~~9~~, 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 2004~~7~~.

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.

**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 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

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 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, 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 goenet. 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, Mayor

Attest:

By: _____
Melissa Rheaume, Deputy Clerk

BFI Waste Systems of North America, LLC

By: _____
Its: _____

Browning-Ferris Industries, Inc.

By: _____
Its: _____

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: _____, 2008

Allied Waste Industries, Inc.

By: _____

Its: _____

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.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 13, 2008
Item Type: Work Session & Regular Session
Contact:
Prepared by: Joe Lynch
Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

To consider extending the deadline for completion of the Minimum Improvements for TIF District 4-1 between the City of Inver Grove Heights and Southeast Quadrant LLC (Fine & Associates).

SUMMARY

The City reached an agreement with Southeast Quadrant LLC for the installation of Minimum Improvements in TIF District 4-1, as defined in the agreement as those contained in the submitted and accepted plan, by December 31, 2008.

You have received a letter from Fine & Associates requesting an extension of that deadline from December 31 of this year to December 31st of 2011. The District is due to expire in 2019. This request is based upon the economy and facing the looming deadline without the prospect of any development for which to make the improvements. This is not a request to extend the amount of time left to run on the District. That would take State legislative action. This would reduce the amount of time that the owner would have to be able to recover any costs for the project. In essence it decreases the amount of Tax Increment paid out to this owner.

Bond Counsel and the City Attorney have prepared an Amended Agreement for your review and consideration. The proposed Agreement does provide for a change in the deadline for minimum improvements by the date requested. As per the previous agreement, the Developer is still liable for any Administrative costs incurred by the City.

As with the previous agreement, should any development interest arise, the City and Southeast Quadrant LLC will once again have to draw up an agreement providing for the payment of any upfront costs by the owner/developer. Our last such agreement expired in 2005.

October 20, 2008

Bianca Fine
Fine & Associates
Suite 1916
IDS Center
Minneapolis, MN 55402

Dear Ms. Fine,

The City of Inver Grove Heights has received your letter date September 24, 2008 requesting a time extension for the completion of the Minimum Improvements in the contract for Private Development between the City of Inver Grove Heights and Southeast Quadrant LLC in TIF District 4-1.

The City of Inver Grove Heights has scheduled this for discussion and decision at the City Council meeting on October 27, 2008 at 7:00 p.m. We would ask you or a representative to attend in case there are any questions from the City Council or staff.

The City will notify the surrounding and impacted property owners to communicate that this request has been made and this discussion and decision will be made that night.

Please let me know if you have any questions. I look forward to seeing you at that City Council meeting,

Sincerely yours.

Joseph P. Lynch
City Administrator

NOTICE OF PUBLIC MEETING
(This is not a Public Hearing)

REQUEST TO EXTEND THE DEADLINE FOR THE COMPLETION
OF MINIMUM IMPROVEMENTS IN TIF DISTRICT 4-1 AS
REQUIRED IN THE CONTRACT BETWEEN THE CITY OF INVER GROVE
HEIGHTS AND SOUTHEAST QUADRANT LLC

Dear Property Owner,

You are being notified of a Public Meeting which will take place on Monday, October 27th at 7:00 p.m. in the Council Chambers at City Hall, 8150 Barbara Avenue for the purpose of hearing a Request for an Extension of the Deadline for the completion of Minimum Improvements, as defined in the Agreement between the City of Inver Grove Heights and Southeast Quadrant LLC, from December 31, 2008 to December 31, 2011.

This is not a Public Hearing Notice. You are invited to attend the meeting and hear the request. The Inver Grove Heights City Council will decide whether to allow the time extension as requested.

If you are unable to attend and would like to comment, you can submit your written comments to the City Administrator at City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

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

RESOLUTION _____

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO CONTRACT
FOR PRIVATE DEVELOPMENT WITH SOUTHEAST QUADRANT LLC
RELATING TO TAX INCREMENT FINANCING DISTRICT NO. 4-1**

WHEREAS, on October 11, 2004, the City of Inver Grove Heights (the "City") entered into a Contract for Private Development with Southeast Quadrant, LLC relating to Tax Increment Financing District No. 4-1 (the "Contract");

WHEREAS, market conditions have delayed construction of the Minimum Improvements as defined by the Contract;

WHEREAS, to address this delay, Southeast Quadrant, LLC has requested that the first paragraph of Section 4.3 of the Contract be amended to provide as follows:

Section 4.3. Commencement and Completion of Construction. The parties agree and acknowledge that the Developer substantially completed (or caused completion of) construction of the Site Improvements (other than retaining walls, storm water ponding and other storm water improvements) by December 31, 2005. Subject to Unavoidable Delays, Developer must substantially complete (or cause completion of) the Minimum Improvements and the balance of Site Improvements by December 31, ~~2008~~ 2011. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

WHEREAS, the City's bond counsel has prepared a First Amendment to Contract for Private Development.

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

- 1.) The City Council hereby approves the attached First Amendment to Contract for Private Development with Southeast Quadrant LLC relating to Tax Increment Financing District No. 4-1.
- 2.) The Mayor and Deputy City Clerk are authorized to execute the attached First Amendment to Contract for Private Development with Southeast Quadrant LLC relating to Tax Increment Financing District No. 4-1.

Passed this 27th day of October, 2008.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

**FIRST AMENDMENT TO
CONTRACT FOR PRIVATE DEVELOPMENT**

THIS AGREEMENT, made as of the ___ day of _____, 2008, by and between the CITY OF INVER GROVE HEIGHTS, MINNESOTA, a Minnesota municipal corporation (the "City"), and SOUTHEAST QUADRANT LLC, a Minnesota limited partnership (the "Developer").

WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in this connection created Development District No. 4 (hereinafter referred to as the "Project") in an area (hereinafter referred to as the "Project Area") located in the City and a Tax Increment Financing District No. 4-1 (the "TIF District") within the Project Area, all pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the "Act") Minnesota Statutes, Sections 469.174 to 469.1799 and the Special Laws (as defined herein); and

WHEREAS, the City and Developer entered into a Contract for Private Development dated as of October 11, 2004 (the "Contract"), under which the Developer agreed to construct certain improvements in the TIF District and the City agreed to provide certain financial assistance for that effort; and

WHEREAS, pursuant to the Contract, the City issued to Developer the City's \$1,322,394 Tax Increment Revenue Note, Series 2006A (the "Series 2006 Note"), and provided for the possible issuance of one or more additional notes in the maximum additional principal amount of \$672,606 (the "Future Notes"); and

WHEREAS, as a condition to the City's obligation to make any payments on the Series 2006 Note and any Future Notes, the Developer and the City must execute a Land Development Agreement as defined in the Contract; and

WHEREAS, in light of changing market conditions, the Developer has requested, and City has agreed, to modify the development schedule under the Contract;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. The first paragraph of Section 4.3 of the Contract is modified to read as follows:

Section 4.3. Commencement and Completion of Construction. The parties agree and acknowledge that the Developer substantially completed (or caused completion of) construction of the Site Improvements (other than retaining

walls, storm water ponding and other storm water improvements) by December 31, 2005. Subject to Unavoidable Delays, Developer must substantially complete (or cause completion of) the Minimum Improvements and the balance of Site Improvements by December 31, 2011. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

2. Developer expressly acknowledges that given delay in development of the Minimum Improvements, Available Tax Increment pledged to the Series 2006 Note (and to any Future Notes if and when issued) is expected to be significantly lower than projected at the time of issuance of the Series 2006 Note, and that Available Tax Increment may be insufficient to pay the principal and interest on the Series 2006 Note and any Future Notes.

3. Developer further acknowledges that, as of the date of this amendment to the Contract, the Land Development Agreement has not been executed by Developer and City, and that, in accordance with the Contract, no payments will be made on the Series 2006 Note or any Future Notes unless and until the Land Development Agreement is executed in full.

4. The Contract remains in full force and effect and is not modified except as expressly provided herein. Further, the Series 2006 Note remains outstanding and is not modified in any respect.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Developer has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator and Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____, 2008 by George Tourville and Joe Lynch, the Mayor and City Administrator and Clerk of the City of Inver Grove Heights, Minnesota, on behalf of the City.

Notary Public

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
*STEPHEN H. FOCHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
ELIZABETH HALL MURTHY
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
RETIRED

*ALSO ADMITTED IN WISCONSIN
*ALSO ADMITTED IN NORTH DAKOTA
*ALSO ADMITTED IN MASSACHUSETTS
*ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Councilmember's
FROM: Timothy J. Kuntz, City Attorney
DATE: October 23, 2008
**RE: 117th Street Demolition Debris Landfill (Rich Valley Demolition Debris
Landfill)**
**Assignment of Amended Non-Conforming Use Certificate and Second
Amended and Restated Host Community Agreement from PAB Enterprises
of Minnesota, Inc. to Rich Valley, LLC**

Section 1. Background. This memo relates to the 117th Street Demolition Debris Landfill, also known as the Rich Valley Demolition Debris Landfill.

PAB Enterprises of Minnesota, Inc. (PAB) owns the land that constitutes the landfill. SKB Environmental, Inc. (SKB) is the operator of the landfill. PAB and SKB have accepted the terms of an Amended Non-Conforming Use Certificate. PAB and SKB are parties to the Second Amended and Restated Host Community Agreement.

Rich Valley, LLC (Rich Valley) is a subsidiary of SKB. SKB is a subsidiary of Carl Bolander & Sons Co. (Bolander). Bolander is currently not a party to the Amended Non-Conforming Use Certificate or to the Second Amended and Restated Host Community Agreement.

PAB intends to sell the land to Rich Valley. The closing will occur sometime yet this year (Date Of Transfer).

Section 2. Discussion. Section 10.02 of the Amended Non-Conforming Use Certificate provides that the Amended Non-Conforming Use Certificate runs with and binds the Landfill and that PAB may assign the Amended Non-Conforming Use Certificate without City approval.

Section 11.11 of the Second Amended and Restated Host Community Agreement provides that the Second Amended and Restated Host Community Agreement runs with and binds the Landfill.

Section 11.04 of the Second Amended and Restated Host Community Agreement provides that PAB can only assign the Second Amended and Restated Host Community Agreement with the written consent of the City and that such written consent cannot be unreasonably withheld. Section 11.04 of the Second Amended and Restated Host Community Agreement further provides that notwithstanding any assignment, PAB shall remain fully responsible to assure that its duties and responsibilities under the Second Amended and Restated Host Community Agreement are fully performed.

Notwithstanding Section 11.04 of the Second Amended and Restated Host Community Agreement, PAB has requested that the City release PAB from the Second Amended and Restated Host Community Agreement with the understanding and agreement that Rich Valley will be substituted for PAB as the owner of the Landfill and that Rich Valley will assume all the duties, responsibilities, liabilities and obligations that PAB had under the Second and Amended Host Community Agreement.

The City is willing to release PAB from the Second Amended and Restated Host Community Agreement if Rich Valley assumes all the duties, responsibilities, liabilities and obligations that PAB had under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate and if SKB guarantees performance of the duties, responsibilities, liabilities and obligations of Rich Valley under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate and if Bolander guarantees performance of the duties, responsibilities, liabilities and obligations of Rich Valley and SKB under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate.

Section 3. Consent Agreement. Under the Consent Agreement:

- The City acknowledges that effective from and after the Date Of Transfer, the Amended Non-Conforming Use Certificate has been assigned from PAB to Rich Valley.
- Effective from and after the Date Of Transfer, Rich Valley accepts, assumes and agrees to comply with all the terms and conditions of the Amended Non-Conforming Use Certificate. Effective from and after the Date Of Transfer, Rich Valley shall be substituted for PAB under the Amended Non-Conforming Use Certificate. Effective from and after the Date Of Transfer, Rich Valley shall be deemed a User along with SKB within the meaning of the Amended Non-Conforming Use Certificate. The duties, responsibilities, liabilities and obligations of Rich Valley apply to all the User duties, responsibilities, liabilities and obligations under the Amended Non-Conforming Use Certificate, irrespective of whether those duties, responsibilities, liabilities and obligations arose prior to the Date Of Transfer or arise after the Date Of Transfer.
- Effective from and after the Date Of Transfer, the City releases and discharges the entity of PAB Enterprises of Minnesota, Inc. from the Amended Non-Conforming Use Certificate.

- The City consents to the assignment of the Second Amended and Restated Host Community Agreement from PAB to Rich Valley.
- Effective from and after the Date Of Transfer, Rich Valley accepts, assumes and agrees to comply with all the terms and conditions of the Second Amended and Restated Host Community Agreement. Effective from and after the Date Of Transfer, Rich Valley shall be substituted for PAB under the Second Amended and Restated Host Community Agreement.
- The duties, responsibilities, liabilities and obligations of Rich Valley apply to all the duties, responsibilities, liabilities and obligations that PAB had under the Second Amended and Restated Host Community Agreement, irrespective of whether those duties, responsibilities, liabilities and obligations arose prior to the Date Of Transfer or arise after the Date Of Transfer.
- Effective from and after the Date Of Transfer, the City releases and discharges the entity of PAB Enterprises of Minnesota, Inc. from the Second Amended and Restated Host Community Agreement.
- From and after the Date Of Transfer, SKB unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley under the Amended Non-Conforming Use Certificate and under the Second Amended and Restated Host Community Agreement.
- From and after the Date Of Transfer, Bolander unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley and SKB under the Amended Non-Conforming Use Certificate and under the Second Amended and Restated Host Community Agreement.

Section 4. Council Action. Attached to this memo is a Council Resolution that approves the Consent Agreement.

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

RESOLUTION _____

**A RESOLUTION APPROVING A CONSENT AGREEMENT BY AND AMONG
PAB ENTERPRISES OF MINNESOTA, INC., RICH VALLEY, LLC,
SKB ENVIRONMENTAL, INC., CARL BOLANDER & SONS CO. AND
THE CITY OF INVER GROVE HEIGHTS RELATING TO THE 117TH STREET
DEMOLITION DEBRIS LANDFILL**

WHEREAS, PAB Enterprises of Minnesota, Inc. (PAB) owns the land that constitutes the landfill. SKB Environmental, Inc. (SKB) is the operator of the landfill. PAB and SKB have accepted the terms of an Amended Non-Conforming Use Certificate. PAB and SKB are parties to the Second Amended and Restated Host Community Agreement.

WHEREAS, Rich Valley, LLC (Rich Valley) is a subsidiary of SKB. SKB is a subsidiary of Carl Bolander & Sons Co. (Bolander). Bolander is currently not a party to the Amended Non-Conforming Use Certificate or to the Second Amended and Restated Host Community Agreement.

WHEREAS, PAB intends to sell the land to Rich Valley. The closing will occur sometime yet this year (Date Of Transfer).

WHEREAS, Section 10.02 of the Amended Non-Conforming Use Certificate provides that the Amended Non-Conforming Use Certificate runs with and binds the Landfill and that PAB may assign the Amended Non-Conforming Use Certificate without City approval.

WHEREAS, Section 11.11 of the Second Amended and Restated Host Community Agreement provides that the Second Amended and Restated Host Community Agreement runs with and binds the Landfill.

WHEREAS, Section 11.04 of the Second Amended and Restated Host Community Agreement provides that PAB can only assign the Second Amended and Restated Host Community Agreement with the written consent of the City and that such written consent cannot be unreasonably withheld. Section 11.04 of the Second Amended and Restated Host Community Agreement further provides that notwithstanding any assignment, PAB shall remain fully responsible to assure that its duties and responsibilities under the Second Amended and Restated Host Community Agreement are fully performed.

WHEREAS, Notwithstanding Section 11.04 of the Second Amended and Restated Host Community Agreement, PAB has requested that the City release PAB from the Second Amended and Restated Host Community Agreement with the understanding and agreement that Rich

Valley will be substituted for PAB as the owner of the Landfill and that Rich Valley will assume all the duties, responsibilities, liabilities and obligations that PAB had under the Second and Amended Host Community Agreement.

WHEREAS, The City is willing to release PAB from the Second Amended and Restated Host Community Agreement if Rich Valley assumes all the duties, responsibilities, liabilities and obligations that PAB had under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate and if SKB guarantees performance of the duties, responsibilities, liabilities and obligations of Rich Valley under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate and if Bolander guarantees performance of the duties, responsibilities, liabilities and obligations of Rich Valley and SKB under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate.

WHEREAS, Under the Consent Agreement:

- The City acknowledges that effective from and after the Date Of Transfer, the Amended Non-Conforming Use Certificate has been assigned from PAB to Rich Valley.
- Effective from and after the Date Of Transfer, Rich Valley accepts, assumes and agrees to comply with all the terms and conditions of the Amended Non-Conforming Use Certificate. Effective from and after the Date Of Transfer, Rich Valley shall be substituted for PAB under the Amended Non-Conforming Use Certificate. Effective from and after the Date Of Transfer, Rich Valley shall be deemed a User along with SKB within the meaning of the Amended Non-Conforming Use Certificate. The duties, responsibilities, liabilities and obligations of Rich Valley apply to all the User duties, responsibilities, liabilities and obligations under the Amended Non-Conforming Use Certificate, irrespective of whether those duties, responsibilities, liabilities and obligations arose prior to the Date Of Transfer or arise after the Date Of Transfer.
- Effective from and after the Date Of Transfer, the City releases and discharges the entity of PAB Enterprises of Minnesota, Inc. from the Amended Non-Conforming Use Certificate.
- The City consents to the assignment of the Second Amended and Restated Host Community Agreement from PAB to Rich Valley.
- Effective from and after the Date Of Transfer, Rich Valley accepts, assumes and agrees to comply with all the terms and conditions of the Second Amended and Restated Host Community Agreement. Effective from and after the Date Of Transfer, Rich Valley shall be substituted for PAB under the Second Amended and Restated Host Community Agreement.
- The duties, responsibilities, liabilities and obligations of Rich Valley apply to all the duties, responsibilities, liabilities and obligations that PAB had under the Second

Amended and Restated Host Community Agreement, irrespective of whether those duties, responsibilities, liabilities and obligations arose prior to the Date Of Transfer or arise after the Date Of Transfer.

- Effective from and after the Date Of Transfer, the City releases and discharges the entity of PAB Enterprises of Minnesota, Inc. from the Second Amended and Restated Host Community Agreement.
- From and after the Date Of Transfer, SKB unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley under the Amended Non-Conforming Use Certificate and under the Second Amended and Restated Host Community Agreement.
- From and after the Date Of Transfer, Bolander unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley and SKB under the Amended Non-Conforming Use Certificate and under the Second Amended and Restated Host Community Agreement.

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

- 1.) The City Council hereby approves the attached Consent Agreement by and among PAB Enterprises of Minnesota, Inc., Rich Valley, LLC, SKB Environmental, Inc., Carl Bolander & Sons Co. and the City of Inver Grove Heights for the 117th Street Demolition Debris Landfill.
- 2.) The Mayor and Deputy City Clerk are authorized to execute the attached Consent Agreement by and among PAB Enterprises of Minnesota, Inc., Rich Valley, LLC, SKB Environmental, Inc., Carl Bolander & Sons Co. and the City of Inver Grove Heights for the 117th Street Demolition Debris Landfill.

Passed this 27th day of October, 2008.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

**CONSENT AGREEMENT –
CITY OF INVER GROVE HEIGHTS**

THIS CONSENT AGREEMENT (Agreement) is made, entered into and effective this 27th day of October, 2008, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”), PAB Enterprises of Minnesota, Inc., a Minnesota corporation (hereafter referred to as “PAB”), Rich Valley, LLC, a Minnesota limited liability company, (hereafter referred to as “Rich Valley) and SKB Environmental, Inc., a Minnesota corporation (hereafter referred to as “SKB”) and Carl Bolander & Sons Co., a Minnesota corporation (hereafter referred to as “Bolander”). 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.

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

1.3 PAB. “PAB” means PAB Enterprises of Minnesota, Inc, a Minnesota corporation.

1.4 Rich Valley. “Rich Valley” means Rich Valley, LLC, a Minnesota limited liability company and its assigns and successors.

1.5 SKB. “SKB” means SKB Environmental, Inc., a Minnesota corporation and its successors and assigns.

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

1.7 Second Amended and Restated Host Community Agreement. “Second Amended and Restated Host Community Agreement” means that certain Second Amended and Restated Host Community Agreement Between the City of Inver Grove Heights, Minnesota, SKB Environmental, Inc., and PAB Enterprises of Minnesota, Inc., dated July 9, 2007.

1.8 Amended Non-Conforming Use Certificate. “Amended Non-Conforming Use Certificate” means that certain Amended Non-Conforming Use Certificate For a Demolition Debris Landfill and Accompanying Transfer Station and an Amended Conditional Use Permit for Vertical Expansion and a Conditional Use Permit for Horizontal Expansion All Relating to Property Generally Located Along 117th Street in Inver Grove Heights, Minnesota Issued By The City of Inver Grove Heights, Dakota County, Minnesota on July 9, 2007.

1.9 Expanded Landfill. “Expanded Landfill” means the property legally described on Exhibit A attached hereto, the improvements on the property, and the operations of the Expanded Landfill and Transfer Station conducted on the property by User.

1.11 Transfer Station. “Transfer Station” means an intermediate waste facility in which demotion debris, construction debris, tires, furniture, mattresses, appliances, reclamation materials, and recyclable materials collected from any source are temporarily deposited to await transportation to another waste facility or to a recycling facility or to the Expanded Landfill.

1.12 User. “User” means, jointly and severally, the owner of the Expanded Landfill and the operator of the Expanded Landfill. The current owner is PAB. The current operator is SKB.

1.13 Date Of Transfer. “Date Of Transfer” means the date on which the deed from PAB to Rich Valley for the Expanded Landfill is recorded with the Dakota County Recorder.

ARTICLE 2 **RECITALS**

Recital No. 1. PAB owns certain real property generally referred to as the 117th Street Landfill (Expanded Landfill). SKB operates the Expanded Landfill.

Recital No. 2. PAB proposes to sell the Expanded Landfill to SKB. SKB proposes to assign the Second Amended and Restated Host Community Agreement and Amended Non-Conforming Use Certificate to Rich Valley, a wholly owned subsidiary of SKB.

Recital No. 3. Section 10.02 of the Amended Non-Conforming Use Certificate provides that the Amended Non-Conforming Use Certificate runs with and binds the Expanded Landfill and that PAB may assign the Amended Non-Conforming Use Certificate without City approval.

Recital No. 4. Section 11.11 of the Second Amended and Restated Host Community Agreement provides that the Second Amended and Restated Host Community Agreement runs with and binds the Expanded Landfill. Section 11.04 of the Second Amended and Restated Host Community Agreement provides that PAB can only assign the Second Amended and Restated Host Community Agreement with the written consent of the City and that such written consent cannot be unreasonably withheld. Section 11.04 of the Second Amended and Restated Host Community Agreement further provides that notwithstanding any assignment, PAB shall remain fully responsible to assure that its duties and responsibilities under the Second Amended and Restated Host Community Agreement are fully performed.

Recital No. 5. Notwithstanding Section 11.04 of the Second Amended and Restated Host Community Agreement, PAB has requested that the City release PAB from the Second Amended and Restated Host Community Agreement with the understanding and agreement that Rich Valley will be substituted for PAB as the owner of the Expanded Landfill and that Rich Valley will assume all the duties, responsibilities, liabilities and obligations that PAB had under the Second and Amended Host Community Agreement.

Recital No. 6. The City is willing to release PAB from the Second Amended and Restated Host Community Agreement if Rich Valley assumes all the duties, responsibilities, liabilities and obligations that PAB had under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate and if SKB guarantees performance of the duties, responsibilities, liabilities and obligations of Rich Valley under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate and if Bolander guarantees performance of the duties, responsibilities, liabilities and obligations of Rich Valley and SKB under the Second Amended and Restated Host Community Agreement and under the Amended Non-Conforming Use Certificate.

Recital No. 7. Rich Valley is a wholly owned subsidiary of SKB. SKB acknowledges that it is benefited by the rights and privileges that accrue to Rich Valley.

Recital No. 8 SKB is a wholly owned subsidiary of Bolander. Bolander acknowledges that it is benefitted by the rights and privileges that accrue to SKB and Rich Valley.

ARTICLE 3 **AGREEMENTS**

3.1 Assignment of Amended Non-Conforming Use Certificate. The City acknowledges that effective from and after the Date Of Transfer, the Amended Non-Conforming Use Certificate has been assigned from PAB to Rich Valley.

3.2 Compliance with Amended Non-Conforming Use Certificate. Effective from and after the Date Of Transfer, Rich Valley accepts, assumes and agrees to comply with all the terms and conditions of the Amended Non-Conforming Use Certificate. Effective from and after the Date Of Transfer, Rich Valley shall be substituted for PAB under the Amended Non-

Conforming Use Certificate. Effective from and after the Date Of Transfer, Rich Valley shall be deemed a User along with SKB within the meaning of the Amended Non-Conforming Use Certificate. The duties, responsibilities, liabilities and obligations of Rich Valley apply to all the User duties, responsibilities, liabilities and obligations under the Amended Non-Conforming Use Certificate, irrespective of whether those duties, responsibilities, liabilities and obligations arose prior to the Date Of Transfer or arise after the Date Of Transfer.

The duties, responsibilities, liabilities and obligations of Rich Valley apply to all the duties, responsibilities, liabilities and obligations that PAB had under the Amended Non-Conforming Use Certificate, irrespective of whether those duties, responsibilities, liabilities and obligations arose prior to the Date Of Transfer or arise after the Date Of Transfer.

3.3 Release of PAB from Amended Non-Conforming Use Certificate. Effective from and after the Date Of Transfer, the City hereby releases and discharges the entity of PAB Enterprises of Minnesota, Inc. from the Amended Non-Conforming Use Certificate. Nothing contained in this Agreement shall be a release or discharge of Rich Valley or SKB from the Amended Non-Conforming Use Certificate.

3.4 Consent To Assignment of Second Amended and Restated Host Community Agreement. The City hereby consents to the assignment of the Second Amended and Restated Host Community Agreement from PAB to Rich Valley.

3.5 Compliance with Second Amended and Restated Host Community Agreement. Effective from and after the Date Of Transfer, Rich Valley accepts, assumes and agrees to comply with all the terms and conditions of the Second Amended and Restated Host Community Agreement. Effective from and after the Date Of Transfer, Rich Valley shall be substituted for PAB under the Second Amended and Restated Host Community Agreement.

Effective from and after the Date Of Transfer, Rich Valley accepts, assumes and agrees to comply with all the duties, responsibilities, liabilities and obligations that PAB had under the Second Amended and Restated Host Community Agreement.

The duties, responsibilities, liabilities and obligations of Rich Valley apply to all the duties, responsibilities, liabilities and obligations that PAB had under the Second Amended and Restated Host Community Agreement, irrespective of whether those duties, responsibilities, liabilities and obligations arose prior to the Date Of Transfer or arise after the Date Of Transfer.

3.6 Release of PAB from Second Amended and Restated Host Community Agreement. Effective from and after the Date Of Transfer, the City hereby releases and discharges the entity of PAB Enterprises of Minnesota, Inc. from the Second Amended and Restated Host Community Agreement. Nothing contained in this Agreement shall be a release or discharge of Rich Valley or SKB from the Second Amended and Restated Host Community Agreement.

3.7 Guarantee By SKB. From and after the Date Of Transfer, SKB unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley under the Amended Non-Conforming Use Certificate.

From and after the Date Of Transfer, SKB unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley under the Second Amended and Restated Host Community Agreement.

3.8 Guarantee By Bolander. From and after the Date Of Transfer, Bolander unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley under the Amended Non-Conforming Use Certificate.

From and after the Date Of Transfer, Bolander unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of Rich Valley under the Second Amended and Restated Host Community Agreement.

From and after the Date Of Transfer, Bolander unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of SKB under the Amended Non-Conforming Use Certificate.

From and after the Date Of Transfer, Bolander unconditionally and irrevocably guarantees all the duties, responsibilities, liabilities and obligations of SKB under the Second Amended and Restated Host Community Agreement.

3.9 Recording of Consent Agreement. SKB and Rich Valley shall record this Consent Agreement with the Dakota County Recorder on the Date Of Transfer but in no event, later than December 31, 2008. Within fifteen (15) days after the Date Of Transfer SKB and Rich Valley shall provide a copy of the recorded documents to the City Attorney.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Expanded Landfill, and shall be binding upon the parties and the successors and assigns of the parties.

4.2 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.

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

4.4 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.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Consent Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of October 2008, 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.

Notary Public

PAB ENTERPRISES OF MINNESOTA, INC.

By: _____
Kent Peterson
Its Secretary/Treasurer

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2008, before me a Notary Public appeared Kent Peterson, who being by me duly sworn, did say that he is the Secretary/Treasurer of PAB Enterprises of Minnesota, 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 Kent Peterson acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

SKB ENVIRONMENTAL, INC.

By: _____
Richard L. O’Gara
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2008, before me a Notary Public appeared Richard L. O’Gara, who being by me duly sworn, did say that he is the President of SKB Environmental, 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 Richard L. O’Gara acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

CARL BOLANDER & SONS CO.

By: _____
Mark Ryan
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2008, before me a Notary Public appeared Mark Ryan, who being by me duly sworn, did say that he is the President of Carl Bolander & Sons Co., a Minnesota corporation, and that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors; and said Mark Ryan acknowledged said instrument to be the free act and deed of said corporation.

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

After Recording, Return To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

EXHIBIT A

Legal Description of Expanded Landfill

The boundaries of the Landfill within the City of Inver Grove Heights, Dakota County, Minnesota, comprise the following five (5) parcels:

Parcel 1: The Southwest Quarter of the Southeast Quarter of Section 33, Township 27, Range 22, excepting therefrom the rights-of-way of the Chicago and North Western Transportation Company, formerly known as Chicago and North Western Railway Company, and further excepting therefrom the easterly 75.00 feet of said Southwest Quarter of said Southeast Quarter.

And

Parcel 2: That part of the South Half of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, lying east of the Chicago Rock Island & Pacific Railroad.

Subject to easements of record.

Also

Parcel 3: The easterly 75.00 feet of the Southwest Quarter of the Southeast Quarter of Section 33, Township 27, Range 22.

And

Parcel 4: That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, Commencing at a point 534.28 feet east of the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 27 degrees 51 minutes 36 seconds East, 45.17 feet to the point of beginning; thence continuing South 27 degrees 51 minutes 36 seconds East, 1069.3 feet; thence deflecting to the right on a tangential curve to a point on the south line of said Southwest Quarter of the Southeast Quarter 1181.1 feet east of the Southwest corner thereof; thence east along said south line 62.46 feet to the west line of the east 75.00 feet of said Southwest Quarter of the Southeast Quarter; thence north along said west line of the east 75.00 feet 133.83 feet; thence deflecting to the left on a non tangential curve 270.99 feet; thence North 27 degrees 51 minutes 36 seconds West, tangent to last said curve, 1016.87 feet; thence west 112.91 feet to the point of beginning.

Subject to easements of record.

Also

Parcel 5: The North 500 feet of the East 1380 feet of the South Half of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, lying westerly of the westerly right-of-way of the Chicago Rock Island & Pacific Railroad.

Subject to easements of record.

Parcel 5 shall be used only for stormwater ponding.

The boundaries of the Landfill within the Rosemount, Dakota County, Minnesota, comprise the following parcel:

That part of Government Lot 2, Section 12, Township 115, Range 19, lying westerly of the westerly right-of-way of the Chicago and North Western Transportation Company, formerly known as Chicago and North Western Railway Company.

Subject to easements of record.

And

That part of Government Lot 1, Section 11, Township 115, Range 19, Dakota County, Minnesota lying east of the Chicago Rock Island & Pacific Railroad.

Subject to easements of record.