

1517499

34-32-25-12-0012 *HW*

Councilmember Hendriksen introduced the following resolution and moved for its adoption:

RESOLUTION #00-04-104

RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF A TRANSFER STATION FOR MIXED SOLID WASTE AND RECYCLABLE MATERIALS, BASED ON FINDINGS OF FACT #0518, AND DECLARING TERMS OF SAME

WHEREAS, Ace Solid Waste, Inc. (the "Permittee") has properly applied to the City of Ramsey (the "City") for a conditional use permit (the "Permit") on the property legally described as follows:

Lot 2, AUDITOR'S SUBDIVISION NUMBER 30, except the southwesterly 80 feet thereof, subject to easements of record, Anoka County, Minnesota

(the "Site"); and

WHEREAS, The Planning Commission met on April 10, 2000, conducted a public hearing and recommended City Council approval of the request.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

A conditional use permit for the construction and operation of a 17, 100 square foot transfer station for mixed solid waste and recyclable materials on the Site is hereby granted to the Permittee.

1. This permit is perpetual in its duration so long as the terms imposed herein are complied with.
2. The Permittee shall provide the City with copies of all applicable government permits and permit renewals as they are granted. The Permittee shall also copy the City on all notices of violations, fines or permit revocations received relating to these permits.
3. The development of the transfer station on the Site shall be in accordance with the following:
 - a) Site Plan Sheet A1 prepared by Lampert Architects dated February 14, 2000, revision dated February 24, 2000;
 - b) Floor Plan Sheet A2 prepared by Lampert Architects dated March 28, 2000;
 - c) Elevations Sheet A3 prepared by Lampert Architects dated March 28, 2000;
 - d) Landscape Plan Sheet L1 prepared by Lampert Architects dated February 25, 2000;
 - e) Preliminary Grading, Drainage, Erosion Control and Utility Plan prepared by Plowe Engineering, Inc. dated February 11, 2000; and
 - f) a written description of the transfer station entitled "Phase II - Ace Solid Waste Recycling And Transfer Facility, Ramsey, MN", dated March 24, 2000.

4. All building plans must be approved by the City of Ramsey Building Official to make this Permit effective.
5. Fire lanes shall be maintained on the Site. The exact location of these items on the Site and any required signing shall be as directed by the City's Fire Chief.
6. The hours of operation shall not exceed 7:00 a.m. to 5:00 p.m. Monday through Friday. Any deviation from these hours of operation shall require prior special approval by the City Administrator or his/her designee. The City Council shall be notified of the temporary change in hours.
7. There shall be no on-site, exposed or contained, exterior overnight storage of solid waste from the tipping floor. Any overnight storage of mixed solid wastes is restricted to semi-trailers parked inside the transfer station. Inside storage of mixed solid wastes shall be prohibited for periods in excess of 24 hours. No mixed solid wastes shall be stored on the tipping floor overnight. No additional exterior storage shall be allowed on the site.
8. On-site storage or handling of hazardous waste materials is prohibited as a planned mode of operation. Hazardous waste materials inadvertently delivered to the facility shall be promptly removed from the site in accordance with County and State requirements.
9. No loading or unloading by reason of tipping or use of other equipment shall occur outside a fully enclosed structure. Cleaning of equipment or containers used as a part of the transfer station operation or the cleaning of the interior of vehicles shall occur inside a fully enclosed structure. All run-offs, wastewater, greywater or other effluent shall be managed in full compliance with all applicable local, state and federal regulations.
10. All stacking of trucks and other equipment shall occur on-site and off of public right-of-way.
11. Run-off shall be contained on the Site and shall be in accordance with the approved grading and drainage plans.
12. Any lighting installed on the structure or in the parking lot is subject to the prior approval of the City Engineer and shall be designed so as to deflect light away from Hwy. #10. Bulbs emitting in excess of 3,000 lumens (150 watts) shall be so directed that the bulb is not visible from off of the property where such light source is located.
13. The Permittee shall provide the City with a plan for rodent control that shall include, but not be limited to, a contract with a licensed pest control operator for regular service.
14. The Permittee shall be responsible for removing debris beyond the site boundaries determined to be caused by vehicles using the transfer station and wind blown debris. Debris removal activities shall be instituted promptly following information of such accumulation. In the event the Permittee fails to remove debris within 24 hours of notice of accumulation by the City, the City may cause such debris to be removed. The City shall bill the cost of such removal to the Permittee and payment shall be remitted within 30 days of the date of such billing. Visual checks for employees of the Permittee shall make debris accumulation at least once daily.
15. That the operation of the transfer station and the emission of noise, odors, dust, or other particulate matter from the site and operation shall be in compliance with and regulated by the State of Minnesota Pollution Control standards. The Permittee shall annually, or more

frequently as determined by the City, submit noise analysis reports and air quality reports to the City.

16. The emission of noxious matter shall be controlled so that no concentration of such matter, at or beyond the lot line, will be detrimental to or endanger the public health, safety, comfort, or general welfare or cause damage to property. Noxious matter means any solid, liquid or gaseous material including but not limited to gases, vapors, odor, dusts, fumes, mists, or combinations thereof, the emission of which is detrimental to or endangers the public health, safety, comfort or general welfare or causes damage to property.
17. All parking areas, driveways, circulation and stacking lanes and parking areas shall be designed, surfaced and curbed in accordance with City Code.
18. All trucks and equipment destined to or away from the site, except for personal vehicles, shall be restricted to designated routes established by the City. The operator of any transfer station shall be responsible for notifying truck operators of the route designation by the City. The City will not revoke a Conditional Use Permit granted under this subsection for off-site violations beyond the control of the transfer station operator and owner.
19. That all costs incurred by the City in administering and enforcing this permit shall be the responsibility of the Permittee.
20. That the City Administrator or his designee shall have the right to inspect the Site for compliance and safety purposes annually or at any time upon reasonable request.
21. That the failure of the City at any time to require a performance by the Permittee of any provisions herein shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
22. All applicable City ordinances not specifically covered herein shall become a part of this Permit.
23. That if any provision of this Permit shall be declared void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
24. That this Permit shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the City and the Permittee.
25. That the violation of any of the material terms of this Permit is grounds for suspension or revocation hereof consistent with applicable law. Furthermore, the City specifically reserves the right to amend, suspend, or revoke this Permit consistent with applicable law as reasonably required to protect the public health, safety and welfare and the environment. Specifically, but without limiting the foregoing, the City may amend, suspend, or revoke this Permit, consistent with applicable law, if the City Council reasonably determines that continued operation of the facility places the public health, safety or welfare or the environment in jeopardy or creates a public nuisance due to odors, litter, debris or other nuisance factors.
26. That if the Permittee or its successors or assigns violates any material term or condition imposed by this Permit, it may be revoked and terminated consistent with applicable law. Without limiting the foregoing, the violation of any statute, regulation, ordinance or permit condition imposed by lawful governmental authority and governing operations on the site is grounds for revocation and termination of this Permit, consistent with applicable law. The change, alteration or amendment of any such statute, regulation, ordinance or permit

Resolution # 00-04-104

Page 3 of 5

condition by any governmental authority other than the City, shall not excuse the Permittee from compliance with statutes, regulations, ordinances or Permit conditions in effect on the date of the original issuance of this permit unless compliance is waived or excused by the City.

27. The Permittee shall be responsible for all City costs incurred in administering and enforcing this Permit. Said expenses shall be paid within fifteen (15) days of billing by the City and failure to pay the City's expenses within the fifteen (15) day billing period will permit the City to draw upon any of the escrows required by this agreement for payment. The Permit Holder shall maintain a \$2,000.00 balance in an escrow account with the City. This escrow shall be used to reimburse the City for expenses incurred in the administration of this permit in the event the Permit Holder fails to pay the City expenses within the fifteen (15) day billing period. The City reserves the right to use these funds to pay for testing services as necessary.
28. The Permittee agrees that this Permit shall be recorded in the office of the Anoka County Recorder and agrees that the terms and provisions of this Permit shall be a covenant on any and all deeds relative to the property.
29. This Permit is contingent upon a certified wetland delineator reviewing site and verifying that there are no wetlands on the Site.
30. This Permit is contingent upon a determination that there is direct access from the site to Azurite Street N.W. and McKinley Street N.W.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Connolly and upon vote being taken thereon, the following voted in favor thereof:

Mayor Thomas Gamec
Councilmember Terry Hendriksen
Councilmember Margaret Connolly
Councilmember Susan Anderson
Councilmember Gerald Zimmerman

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of April, 2000.

Ace Solid Waste, Inc. hereby acknowledges receipt of this conditional use permit and acknowledges that they have reviewed the conditions of this permit and have agreed that they will cause compliance with the terms of this permit.

ACE SOLID WASTE, INC.

Resolution # 00-04-104
Page 4 of 5

By: [Signature]
Its: President

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss.

On this 17 day of July, 2000, before me a Notary Public, personally appeared Andrew Scheizer, the president of Ace Solid Waste, Inc., a corporation under the laws of the State of Minnesota, on behalf of the Corporation.



[Signature]
Michele Hansen

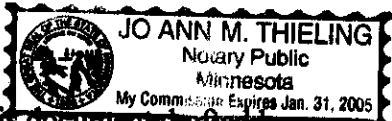
CITY OF RAMSEY:

By: [Signature]
Mayor Thomas G. Gamec

By: [Signature]
City Administrator James E. Norman

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss.

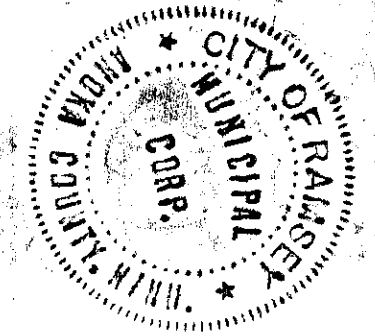
On this 26th day of July, 2000, before me, a Notary Public, personally appeared Thomas G. Gamec and James E. Norman, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and James E. Norman acknowledge said instrument to be the free act and deed of said Municipal Corporation.



This document drafted by:
The City of Ramsey
15153 Nowthen Blvd. N.W.
Ramsey, Mn 55303

[Signature]
Notary Public

This document reviewed by:
Randall, Dehn and Goodrich
2140 Fourth Avenue
Anoka, Mn 55303



ABSTRACT

Receipt # <u>64980/\$29.50</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>8/11 / 1700</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Pms: <u>[Signature]</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Recordability / Delgs: <u>[Signature]</u>	<input type="checkbox"/> Division <input type="checkbox"/> GAC
Filing Fees: <u>29.50 US</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Well Certificate Received this Date: _____ Anoka County Recorder	<input type="checkbox"/> Other <input checked="" type="checkbox"/> No Change
Notes: <u>Margie W</u>	

8/2

**DOCUMENT NO. 1517499.0 ABSTRACT
ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **AUG 11 2000**
AT **5:00 PM** AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF **\$29.50** PAID.

RECEIPT NO. **2000064980**

EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

EIC

BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES