



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

JANUARY 23, 2018

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The meeting was held in the Council Chambers, City Hall, Little Falls MN, and was called to order at 9:00a.m. by Chairman Jelinski.

**Members present:** Commissioners Randy Winscher, Mike Wilson, Jeff Jelinski, and Mike LeMieur.

**Staff present:** Deb Gruber, Tabitha Maher, Brad Vold, Steve Backowski, Shawn Larsen, Amy Kowalzek, Brian Middendorf, Deb Lowe, Victoria Ingram, Jane Holman, Nicole Kern, Renee Wenner, Sherry Bryniarski, Debbie Helmerick, Kathy Marshik, Becky Moe, Denise Vogl, and Samantha Barron.

**Others present:** Mark Slupe, Tyler Jensen, Charlie Gunderson, Trent Dilks and Robert Helmerick.

## APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Wilson, seconded by Commissioner Winscher and carried unanimously to approve the Morrison County Board of Commissioner Minutes for January 2, 2018.

## AGENDA CHANGES

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously to adopt the agenda as presented.

## COMMUNITY DEVELOPMENT

A motion was made by Commissioner Winscher, seconded by Commissioner Wilson and carried unanimously to approve Resolution#2018-009 providing for approval for the Morrison County Rural Development Finance Authority Of Morrison County to Levy A Tax Pursuant To Minnesota Statutes Section 469.033.

## AWARDS OF EXCELLENCE

Jeffrey Jelinski, Chairman and Deb Gruber, Administrator presented the Awards of Excellence to Tom Swensen, Career Agent with Community Corrections received their award in Innovation/Ledarship; Dispatch Staff, in the Sheriff's Office and Debbie Helmerick, Social Services Account Technician each received their awards in the Performance Category.

## SHERIFF'S REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to approve Resolution#2018-010 to authorize Sheriff Shawn Larsen to accept donations.

Shawn Larsen, Sheriff, presented the Monthly Sheriff's Report for December 2017.

## SOCIAL SERVICES REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve Resolution#2018-11 affirming AMC and MACSSA priority is the use of bonding for mental health infrastructure to help strengthen the mental health continuum of care through regional triage centers for crisis intervention, and the creation of new supportive housing options.



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

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## PUBLIC HEALTH REPORT

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously to approve the Abstract of 2018 Tobacco Licenses in Morrison County as attached.

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously approve a Temporary 1-Day Liquor License to the Little Falls Area Chamber of Commerce to hold an event at the Falls Ballroom on February 22, 2018

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously to approve 2018 Annual Establishment Catering License:

Dist. 5	Uncle B's Catering, LLC.,	Upsala	\$482.00
	Owner Benjamin & Christina Lange		

## VETERAN AFFAIRS REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to approve parking a Disabled American Veterans vehicle at Morrison County, and have a lock box installed for the keys. Program could start sometime the end of February 2018.

## LAND SERVICES REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve attached Land Services staffing plan to accommodate anticipated work load, retirements, and position backfilling as well as clarification of the appraiser pay grade levels

## EXTENSION REPORT

Becky Moe, Program Coordinator, and Amanda Barron, Snap-Ed Educator presented the County Report for the month of December 2017 and reported on various events that have and will be taking place in the upcoming months..

## AUDITOR/TREASURER

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to approve the attached Resolution for Pine Country Bank appointing Deb Lowe and Jeff Jelinski the designated signers for County disbursements, and allowing Chelsey Robinson and Deborah Symanietz as additional signers on the account.

A motion was made by Commissioner Winscher, seconded by Commissioner Wilson and carried unanimously to approve Resolution #2018-012 which will be sent to the State Legislature requesting legislation changes in 2018 to reallocate existing State fee structures or other appropriate filing fee adjustments to ensure valued Deputy Registrar services remain in the community.

## WARRANTS

A motion was made by Commissioner Winscher, seconded by Commissioner Wilson to approve the following Resolution:



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

JANUARY 23, 2018

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WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants;  
NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for January 23, 2018 be approved for payment:

REVENUE	\$	435,003.19
PUBLIC WORKS	\$	176,858.54
SOCIAL SERVICE	\$	246,718.64
SOLID WASTE	\$	17,406.42
PARKS FUND	\$	10,012.36
BUILDING FUND	\$	16,248.74
LOCAL COLLABORATIVE	\$	46,771.98
TOTAL	\$	949,019.87
MEALS	\$	107.74

A motion was made by Commissioner Winscher, seconded by Commissioner Wilson to approve the Commissioners Expense Reports as presented. Motion carried on a roll call vote with all Commissioners voting "aye".

### PUBLIC WORKS REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to authorize the Public Works Director to request proposals for gravel production, highway striping and calcium chloride application and to advertise 2018 Seasonal Bids for equipment rental, bituminous material and winter maintenance sand.

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously to authorize the Public Works Director or his appointee to negotiate Gravel Pit Agreements with property owners for use on the County highway system.

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to authorize the Public Works Director to establish, place, and when appropriate, remove road restrictions.

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and carried unanimously to authorize Agreement request to enter into an Agreement with Crow Wing County in operation of a Household Hazardous Waste (HHW) Program.

### ADMINISTRATOR'S REPORT

Deb Gruber, County Administrator, updated the Commissioners on the Government Center Building Remodel process.



**MORRISON COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES**

JANUARY 23, 2018

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**COUNTY BOARD REPORTS AND SCHEDULE**

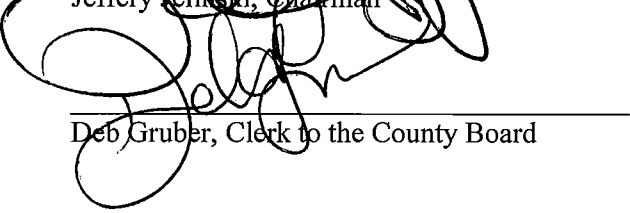
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

**ADJOURNMENT**

A motion was made by Commissioner Winscher, seconded by Commissioner Wilson and carried unanimously adjourn the meeting at 10:22am.



Jeffery Kelniski, Chairman



Deb Gruber, Clerk to the County Board

DATE: 1/23/18

**MORRISON COUNTY BOARD OF COMMISSIONERS  
COUNTY BOARD MEETING**

**PLEASE SIGN IN**

NAME

ADDRESS/REPRESENTING

Mark Slupe

GRTV Channel 180

Charlice Gunderson

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RESOLUTION NO. 2018-009

A RESOLUTION PROVIDING FOR APPROVAL FOR THE  
MORRISON COUNTY RURAL DEVELOPMENT FINANCE  
AUTHORITY OF MORRISON COUNTY  
TO LEVY A TAX PURSUANT TO  
MINNESOTA STATUTES SECTION 469.033

WHEREAS, the Morrison County Rural Development Finance Authority of Morrison County (the "Authority") was established pursuant to Laws of Minnesota for 1982, Chapter 437, Section 1 (the "Special Law"); and

WHEREAS, pursuant to such Special Law, the Authority was granted all of the powers and duties of a housing and redevelopment authority under the provisions of the Minnesota Statutes, sections 469.001, et seq. (the "Act"); and

WHEREAS, the Authority proposes to enter into a Grant Agreement (the "Agreement") with Wabasha National, L.P. (the "Company") whereby the Authority will pay to the Company \$40,000 on March 1, for each of the years 2018 through 2027, provided the Company is in compliance with the terms and conditions of the Grant Agreement; and

WHEREAS, Section 469.033, subdivision 6 of the Act authorizes the Authority to levy a tax upon all taxable property within Morrison County (the "County") to be expended for the purposes authorized by the Act (the "Levy"); and

WHEREAS, the Authority proposes to include in its budget for the years 2018 through 2027 an amount equal to \$40,000 for the annual payments to be made to the Company under the Grant Agreement; and

WHEREAS, such Levy shall be an amount approved by the Board of Commissioners of the County, but shall not exceed 0.0185 percent of taxable market value; and

WHEREAS, the Authority has and will annually file its budget in accordance with the budget procedures of the County; and

WHEREAS, based upon such budgets the Authority will levy the Levy in accordance with the Act in an amount not less than \$40,000 for each of the years 2018 through 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Morrison: the Board of Commissioners hereby consents to the Authority levying in 2018 through 2026 the Levy in an amount not less than \$40,000; provided such amount does not exceed 0.0185 percent of taxable market value.

Adopted by the Board of Commissioners for Morrison County this 23rd day of January, 2018.

ATTEST:

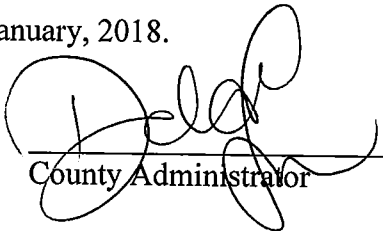
  
\_\_\_\_\_  
County Administrator

  
\_\_\_\_\_  
Chair of the County Board

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF MORRISON         )

I, the undersigned, being the duly qualified and acting Administrator for the Board of Commissioners of Morrison County (the "Board"), do hereby certify that attached hereto is a compared, true and correct copy of a resolution granting approval by the Board for the Morrison County Redevelopment Finance Authority to levy taxes pursuant to Minnesota Statutes 469.033, duly adopted by the Board on January 23, 2018, at a regular meeting thereof duly called and held, as on file and of record in my office, which resolution has not been amended, modified or rescinded since the date thereof, and is in full force and effect as of the date hereof, and that the attached Extract of Minutes as to the adoption of such resolution is a true and accurate account of the proceedings taken in passage thereof.

WITNESS my hand this 23 day of January, 2018.

  
\_\_\_\_\_  
County Administrator



RESOLUTION NO. 2018-009

A RESOLUTION PROVIDING FOR APPROVAL FOR THE  
MORRISON COUNTY RURAL DEVELOPMENT FINANCE  
AUTHORITY OF MORRISON COUNTY  
TO LEVY A TAX PURSUANT TO  
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WHEREAS, the Authority proposes to enter into a Grant Agreement (the "Agreement") with Wabasha National, L.P. (the "Company") whereby the Authority will pay to the Company \$40,000 on March 1, for each of the years 2018 through 2027, provided the Company is in compliance with the terms and conditions of the Grant Agreement; and

WHEREAS, Section 469.033, subdivision 6 of the Act authorizes the Authority to levy a tax upon all taxable property within Morrison County (the "County") to be expended for the purposes authorized by the Act (the "Levy"); and

WHEREAS, the Authority proposes to include in its budget for the years 2018 through 2027 an amount equal to \$40,000 for the annual payments to be made to the Company under the Grant Agreement; and

WHEREAS, such Levy shall be an amount approved by the Board of Commissioners of the County, but shall not exceed 0.0185 percent of taxable market value; and

WHEREAS, the Authority has and will annually file its budget in accordance with the budget procedures of the County; and

WHEREAS, based upon such budgets the Authority will levy the Levy in accordance with the Act in an amount not less than \$40,000 for each of the years 2018 through 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Morrison: the Board of Commissioners hereby consents to the Authority levying in 2018 through 2026 the Levy in an amount not less than \$40,000; provided such amount does not exceed 0.0185 percent of taxable market value.

Adopted by the Board of Commissioners for Morrison County this 23rd day of January, 2018.

ATTEST:

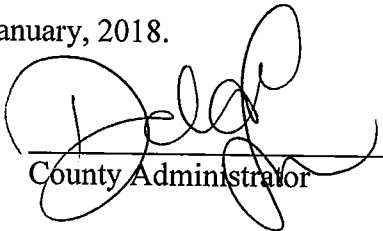
  
\_\_\_\_\_  
County Administrator

  
\_\_\_\_\_  
Chair of the County Board

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF MORRISON         )

I, the undersigned, being the duly qualified and acting Administrator for the Board of Commissioners of Morrison County (the "Board"), do hereby certify that attached hereto is a compared, true and correct copy of a resolution granting approval by the Board for the Morrison County Redevelopment Finance Authority to levy taxes pursuant to Minnesota Statutes 469.033, duly adopted by the Board on January 23, 2018, at a regular meeting thereof duly called and held, as on file and of record in my office, which resolution has not been amended, modified or rescinded since the date thereof, and is in full force and effect as of the date hereof, and that the attached Extract of Minutes as to the adoption of such resolution is a true and accurate account of the proceedings taken in passage thereof.

WITNESS my hand this 23 day of January, 2018.

  
\_\_\_\_\_  
County Administrator

MORRISON COUNTY  
RESOLUTION # 2018-010

RESOLUTION APPROVING AND AUTHORIZING SHERIFF SHAWN LARSEN TO ACCEPT DONATIONS.

WHEREAS, Minnesota Statute 465.03 indicates County government may accept a grant or donations for the benefit of citizens as prescribed by the donor, and

WHEREAS, the Sheriff or a representative of the Sheriff's Office is charged with timely depositing all donations made with the County Auditor's Office in addition to tracking and reconciling donations to ensure the donors directives are followed, and

WHEREAS, and it is difficult due to the timing of donations received and the schedule of County Board meetings to obtain Board approval for every single donation dropped off to the Sheriff or the Sheriff's Office.

BE IT RESOLVED, the Morrison county Board of Commissioners authorizes Shawn Larsen, Morrison County Sheriff, to accept donations on behalf of the Morrison County Board of Commissioners and direct those donations as prescribed by the donor, and

BE IT FURTHER RESOLVED, the Morrison County Board of Commissioners will receive an annual report of all donations received by the Morrison County Sheriff, Shawn Larsen, on an annual basis.

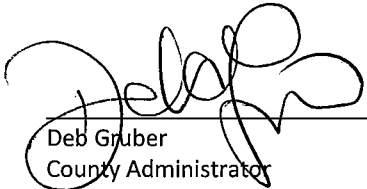
Adopted: 1/23/18

STATE OF MINNESOTA }  
COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this \_\_\_\_ day of \_\_\_\_\_, and that the same is a true and correct copy of said original record and 0 the whole thereof, and that said resolution was duly passed by said board at said meeting.

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	K				
	-				
Winscher	K				K
Wilson	K				
LeMieur	K			X	

Witness by hand and seal this 23 day of Jan, 2018.

  
\_\_\_\_\_  
Deb Gruber  
County Administrator

MORRISON COUNTY  
 RESOLUTION # 2018-011

**Affirming Morrison County's support for state capital investments for regional behavioral health crisis program facilities and permanent supportive housing for people with behavioral health needs.**

**WHEREAS**, Minnesota's mental health continuum of care is underdeveloped, creating harmful and expensive gaps in an individual's treatment; and

**WHEREAS**, Minnesota's mental health system does not have the capacity to consistently respond to the needs of individuals in crisis with appropriate treatment options; and

**WHEREAS**, individuals experiencing a mental health crisis are often diverted to jails and other facilities ill-equipped for their care while awaiting inpatient treatment; and

**WHEREAS**, individuals ready for discharge from inpatient treatment can be detained at inpatient facilities because there is a scarcity of supportive housing units to transition to; and

**WHEREAS**, the gaps in Minnesota's mental health system are not only damaging to individuals and their families, but also result in an inefficient use of taxpayer dollars; and

**WHEREAS**, Minnesota has an opportunity to improve its mental health continuum of care through investments in new permanent supportive housing and regional behavioral health crisis program facilities; now, therefore,

**BE IT RESOLVED**, Morrison County supports state capital investments for regional behavioral health crisis program facilities and permanent supportive housing for people with behavioral health needs.

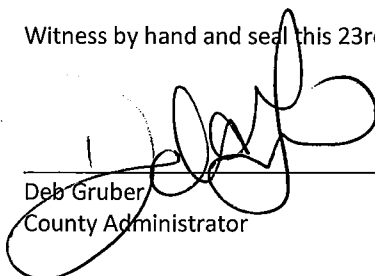
Adopted: January 23, 2018

STATE OF MINNESOTA }  
 COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 23<sup>rd</sup> day of 2018, and that the same is a true and correct copy of said original record and 0 the whole thereof, and that said resolution was duly passed by said board at said meeting.

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X				
Winscher	X				
Wilson	X				X
LeMieur	X			X	

Witness by hand and seal this 23<sup>rd</sup> day of January, 2018.

  
 \_\_\_\_\_  
 Deb Gruber  
 County Administrator

PINE COUNTRY BANK

507442

Account Purpose: Non Consumer

Account Holder Name(s): MORRISON COUNTY TREASURER

REPLACING OLD SIGNATURE CARD: ELECTION OF NEW BOARD CHAIRMAN 01/11/18 BO

Reporting SSN/TIN: 41-6005846

Mailing Address: 213 SE 1ST AVE, LITTLE FALLS, MN 56345




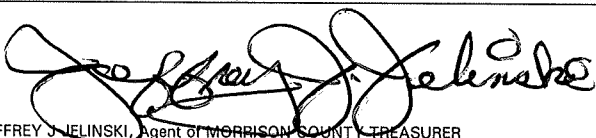
Telephone Number: (320) 632-0151 Work #:

Number of Signatures Required: 1 CIF Number: 702134

ACCOUNT TYPE MONEY MARKET		ACCOUNT NUMBER 507442	
Date Opened 05-12-04	Date Revised	Opened By BRITTANY	Verified By EXISTING

OWNERSHIP TYPE Government/Municipal/Public Funds

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

<p>x </p> <p>DEBORAH J SYMANIETZ, Deputy Treasurer of MORRISON COUNTY TREASURER</p>	<p>x </p> <p>DEBORA L LOWE, Morrison Country Treasurer of MORRISON COUNTY TREASURER</p>
<p>x </p> <p>CHELSEY M ROBINSON, Agent of MORRISON COUNTY TREASURER</p>	<p>x </p> <p>JEFFREY J JELINSKI, Agent of MORRISON COUNTY TREASURER</p>

(Signatures and printed names of each account signer)

The Authorized Individual(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time, and such other authorization documents provided to the Financial Institution from time to time. The Authorized Individual(s) also acknowledge that they have received at least one copy of these deposit account documents. The Authorized Individual(s) represent(s) that they hold the position(s) indicated above and they are authorized to enter into this Agreement on behalf of the Account Holder.

CERTIFICATE OF AUTHORITY AND RESOLUTIONS

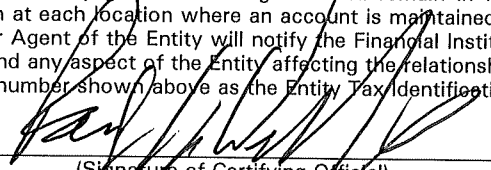
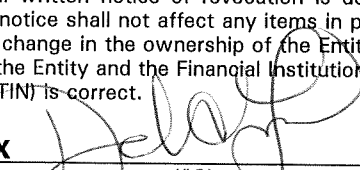
Date: 01-11-2018

The individuals signing above and the official(s) certify that the government, public or municipal entity ("Entity") is organized, exists, and is duly authorized to transact business under the laws of the state or jurisdiction in which it is located and its principal office is located at the address shown above. The name of the Entity shown herein is the complete and correct name of the Entity. All registered assumed business names under which the entity does business are as follows:

The individuals signing above and official(s) certify that all of the officers and Authorized Agents ("Agents") of the Entity listed occupy the positions shown, and have signed herein.

The official(s) further represent and certify that the following resolutions were adopted at a duly convened meeting of the governing body of the Entity or by other duly authorized action in lieu of a meeting and remain unmodified and in full force and effect:

- a. That the Agents listed herein are authorized and empowered to act for and on behalf of the Entity to carry out and perform transactions under the terms and conditions of the Agreement. The named Agents are authorized and empowered to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of the Agreement. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.
- b. That the Financial Institution is directed to accept and pay without further inquiry any item, bearing the following appropriate number of signature(s), drawn against any of the the named Accounts of the Entity with the Financial Institution.
- c. That any one of such Agents is expressly authorized to endorse all checks, drafts, notes, and other items payable to or owned by the Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.
- d. That the Financial Institution is entitled to charge the account(s) indicated herein for checks, drafts, or other orders, regardless of by whom or by what means the actual facsimile signature(s) or purported facsimile signature(s) may have been affixed thereto, if the signature(s) resemble the facsimile specimen(s) filed by the Entity with Financial Institution. The Entity adopts any and all such facsimile signatures as true and valid signatures by and of the Entity, and agrees to indemnify and hold the Financial Institution harmless from any cost, damage, loss or expense the Financial Institution may incur or suffer resulting from the use or misuse of the facsimile signatures, including but not limited to: forged checks, drafts, or other order for payment of money signed by a facsimile signatory device. The Entity agrees to provide to Financial Institution a specimen of the facsimile signature of each authorized signer permitted to use facsimile signatures.
- e. That the authority given to the Agents shall remain in full force until written notice of revocation is delivered and received by the Financial Institution at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An Official or Agent of the Entity will notify the Financial Institution of any change in the ownership of the Entity, entity name, any assumed business names, and any aspect of the Entity affecting the relationship between the Entity and the Financial Institution before it occurs.
- f. That the number shown above as the Entity Tax Identification Number (TIN) is correct.

x  (Signature of Certifying Official)      x  (\*Signature of Other Certifying Official)

\*NOTE: In the case the official or other signing agent is designated by the resolutions as one of the signing officials, this certificate must also be signed by a second official of the Entity.

# GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

**Depositor:** MORRISON COUNTY TREASURER  
213 SE 1ST AVE  
LITTLE FALLS, MN 56345

**Financial Institution:** PINE COUNTRY BANK  
Little Falls Office  
1201 1st Avenue NE ,P O. Box 528  
Little Falls, MN 56345

**Account No:** 507442


I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state or jurisdiction where it is located.

**ACCOUNT HOLDER.** MORRISON COUNTY TREASURER is the complete and correct name of the Account Holder.

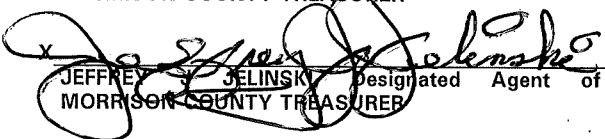
I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on \_\_\_\_\_, the following resolutions were adopted:

**RESOLVED**, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of this Entity ("Agents"), whose actual and/or facsimile signatures are shown below:

x   
DEBORAH J SYMANIETZ Deputy Treasurer of  
MORRISON COUNTY TREASURER

x   
DEBORA L LOWE, Morrison Country Treasurer of  
MORRISON COUNTY TREASURER

x   
CHELSEY W ROBINSON, Designated Agent of  
MORRISON COUNTY TREASURER

x   
JEFFREY J JELINSKI Designated Agent of  
MORRISON COUNTY TREASURER

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

**FURTHER RESOLVED**, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature(s), facsimile signature(s), or purported facsimile signature(s) of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

**FURTHER RESOLVED**, that the Financial Institution is entitled to charge the account(s) indicated herein for checks, drafts, or other orders, regardless of by whom or by what means the actual facsimile signature(s) or purported facsimile signature(s) may have been affixed thereto, if the signature(s) resemble the facsimile specimen(s) filed by the Entity with Financial Institution. The Entity adopts any and all such facsimile signatures as true and valid signatures by and of the Entity, and agrees to indemnify and hold the Financial Institution harmless from any cost, damage, loss or expense the Financial Institution may incur or suffer resulting from the use or misuse of the facsimile signatures, including but not limited to: forged checks, drafts, or other order for payment of money signed by a facsimile signatory device.

**FURTHER RESOLVED**, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

**FURTHER RESOLVED**, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

**FURTHER RESOLVED**, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on \_\_\_\_\_, 2018 and attest that the signatures set opposite the names listed above are their genuine signatures and/or facsimile signatures.

CORPORATE  
SEAL

CERTIFIED TO AND ATTESTED BY:

X

\*Official

X

Co-\*Official

\*NOTE: In case the Official is designated by the foregoing resolutions as one of the signing agents, this certificate should also be signed by a second Official of the Entity.



#2018-012

**RESOLUTION SUPPORTING  
THE MAINTENANCE OF LOCAL LICENSE BUREAUS**

**WHEREAS**, the State of Minnesota established a deputy registrar network to provide our citizens with motor vehicle titling and registration services, including driver license transactions; and,

**WHEREAS**, deputy registrars are required to operate as agents on behalf of the State of Minnesota without compensation from the State for the services they offer; and,

**WHEREAS**, in 1949, the State of Minnesota established in statute a user-based filing fee on motor vehicle and driver license transactions to be retained by the deputy registrar to defray all their costs to provide this localized service to our citizens for the State; and,

**WHEREAS**, the State of Minnesota now receives over \$1 billion annually in state fees and taxes collected through the deputy registrar network; and,

**WHEREAS**, the State of Minnesota has now shifted substantial clerical and auditing responsibilities onto the deputy registrar network due to the State's conversion to their new MNLARS (Minnesota Licensing and Registration System) program; and,

**WHEREAS**, the new MNLARS regimen is now documented to have multiple shortcomings which have severely strained normal deputy registrar operations with longer processing times that greatly limit their typical volume of daily business; and,

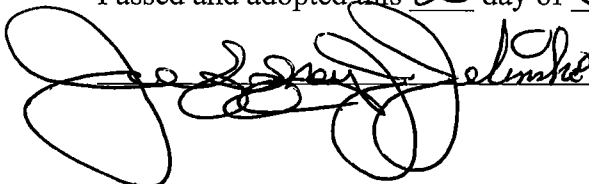
**WHEREAS**, other MNLARS shortcomings have frequently forced deputies to conduct "no-(filing) fee" services for customers which acerbates the deputy business model; and,

**WHEREAS**, deputy registrar offices are now forced to invest in additional staff, office equipment, and more space to meet customer demand due to the MNLARS conversion; and,

**WHEREAS**, the filing fee revenue no longer covers the operational costs to maintain deputy registrar offices such that many local government-based deputies are seeking local property tax subsidies and private operators are applying for lines of credit to stave off complete closure,

**NOW, THEREFORE, BE IT RESOLVED** that Morrison County calls upon the State Legislature and our Governor to enact legislation in 2018 to provide deputy registrars with proper compensation by reallocating from existing state fee structures or other appropriate filing fee adjustments to ensure their valued service and continued presence remains in our local community to serve our citizens and the State.

Passed and adopted this 23 day of January, 2018.

 Morrison County Chairman

**AN AGREEMENT BETWEEN  
CROW WING COUNTY (Sponsoring Organization)  
and MORRISON COUNTY (Co- Sponsoring Organization)  
FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE PROGRAM**

**THIS Agreement** is entered into by and between the County of Crow Wing (hereinafter the “Regional Sponsor” or “the County”) and the County of Morrison (“Co-Sponsoring Organization”).

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Co-Sponsoring and the Regional Sponsoring Organizations enter into the following agreement:

**Recitals**

WHEREAS, This Agreement is made under the State's authority of Minn. Stat. §§115A.46, 115A.96, 116.03 and 471.59, and under the Authorized Program’s authority of Minn. Stat. §§115A.46, 375.21, 471.59, and Minn. Stat. Ch. 400.

WHEREAS, The Minnesota Pollution Control Agency (MPCA) is required by Minn. Stat. §115A.96 to establish a statewide program to manage Household Hazardous Wastes (“HHW”). Minn. Stat. §115A.96, Subd. 3, provides that the statewide HHW Program may be provided directly by the MPCA or by contract with public or private entities.

WHEREAS, The Regional Sponsor wishes to partner with the Co-Sponsoring Organization to provide a HHW program that furthers the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Regional Sponsor and Co-Sponsoring Counties Solid Waste Plans. The counties will comply with the terms of this Agreement and all applicable Federal, State and local rules, regulations, ordinances and permit conditions and provide environmentally sound and safe management options for Program Wastes and encourage, to the extent feasible, reduction, reuse, recycling and safe storage and management of Program Wastes.

WHEREAS, The parties wish to allocate the risks and responsibilities resulting from operation of the HHW Program, and to incorporate the provisions of Minn. Stat. §115A.96, Subd. 7, into this Agreement.

WHEREAS, The parties wish to incorporate payment terms into this Agreement regarding the Authorized Program’s participation in a Product Stewardship Program for architectural paint.

**NOW, THEREFORE,** The parties, for valuable consideration received, make the following Agreement:

## Agreement

### 1. Term of Agreement

- 1.1 Effective date: January 1, 2018,** or the date the State obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.
- 1.2 Expiration date: December 31, 2022,** unless earlier terminated by law or in accordance with Clauses 23 or 24 of this Agreement. It is the intent of the parties that termination or expiration of this Agreement shall not relieve the parties of the obligations assumed under this Agreement that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay costs incurred during the term of this Agreement and to defend, indemnify and hold harmless pursuant to Clause 20 of this Agreement.

### 2. Definitions.

Terms as used in this Agreement shall have the following meanings:

- 2.1 Agency's Authorized Transporter.** A transporter authorized to provide transportation or waste management services pursuant to a State Contract for transportation or management of Program Wastes as referred to in Minn. Stat. §115A.96, Subd. 7.
- 2.2 Alternative Daily Cover.** The use of waste latex paint as an ingredient in daily cover on a permitted land disposal facility.
- 2.3 Architectural Paint.** Interior and exterior coatings listed in the MPCA-approved PaintCare Architectural Paint Product Stewardship Program plan.
- 2.4 Authorized Activities.** The list of activities contained in **Exhibit A** that may be performed by the Authorized Program for compensation in accordance with this Agreement.
- 2.5 Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the State of Minnesota to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with State Administration Contracts and this Agreement.
- 2.6 Authorized Program.** The lead county (Crow Wing) or governmental unit of a Regional Program that has an Agreement with the MPCA to operate a Household Hazardous Waste Program, as set forth in **Exhibit C** ("Authorized Programs and Participating Counties").
- 2.7 Bulking.** The activity of opening individual cans of any product, including architectural paint, and combining them into 55-gallon drums.
- 2.8 Collected/Collection.** The activity of accepting products from the public at a household hazardous waste Collection Site or Event, and then packing those products for transportation.
- 2.9 Collection Site.** A permanent or temporary designated location with scheduled hours for collection where the public may bring household hazardous wastes, including architectural paint.
- 2.10 Consolidated Paint.** Paint from numerous individual containers that has been mixed together in a 5-gallon container for reuse.

- 2.11 Co-Sponsoring County.** A county or other governmental unit located partially or completely within the Service Area or Regional Program that has signed an agreement for participation in the Program. The Co-Sponsoring Counties for this Agreement includes Morrison County.
- 2.12 Electronic Waste.** Devices containing complex circuitry, circuit boards and/or signal processing capabilities for processing and/or displaying information. Electronic waste may include, but is not limited to, computers and computer peripherals and laboratory, communications, audio, video and office equipment.
- 2.13 Event.** A temporary Collection Site that accepts either or both Program Wastes and Program Products for a limited period of time.
- 2.14 Hazardous Waste.** Waste as defined in Minn. Stat. §116.06, Subd. 11.
- 2.15 Household.** Household as defined in Minn. Stat. §115A.96, Subd. 1(a).
- 2.16 Household Hazardous Waste (HHW).** Waste as defined in Minn. Stat. §115A.96, Subd. 1(b).
- 2.17 HHW Program.** The Program operated by the Authorized Program and the MPCA, pursuant to this Agreement, which shall include the following major elements: (1) an HHW Education and Waste Reduction Program; and (2) a Management Facility or Facilities.
- 2.18 ID Number.** The site-specific identification number that the MPCA obtains for the HHW Program in accordance with Clause 7.2 of this Agreement.
- 2.19 Internal Transportation.** The use of county employees or independent contractors selected by the authorized county to transport Program Products from one Collection Site or Event to be consolidated at another Collection Site or Event.
- 2.20 Management Facility.** One or more permanent, temporary, mobile, satellite, or event collection sites located in the Service Area that accept Program Wastes for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.
- 2.21 Optional Program Wastes.** Wastes listed in Clause 7.3 of this Agreement.
- 2.22 Participating County.** A county or other governmental unit located partially or completely within the Service Area of an Authorized Program that has signed an agreement for participation in the Regional Program. The Participating Counties for this Agreement include those listed in **Exhibit C**.
- 2.23 Processing.** The bulking, treatment or recycling, and/or disposal of Program Products.
- 2.24 Processing Facility.** A non-Collection Site where Processing occurs.
- 2.25 Product Stewardship Program.** A product-centered approach to environmental protection that calls on those in the product life cycle - manufacturers, retailers, users, and disposers - to share responsibility for reducing the environmental impacts of products.
- 2.26 Program Products.** The products collected under the MPCA-approved PaintCare Architectural Paint Product Stewardship Program plan.
- 2.27 Program Wastes.** HHW and Optional Program Wastes listed in Clause 7.3 of this Agreement.
- 2.28 Qualified Participating Households.** Households that deliver residential Household Hazardous Waste generated within Minnesota to an Authorized Program or Participating County that meet the criteria in Clause 3.3.

- 2.29 Reciprocal Use Agreements.** Agreements entered into by the Authorized Program allowing use of a Management Facility for Program Waste generated outside the Service Area.
- 2.30 Regional Program.** The HHW Program or services provided by two or more counties or governmental units acting jointly to manage a HHW Program.
- 2.31 Regional Sponsor (SO).** Crow Wing County (the County), the Regional Program, has a contract with the State to operate a Regional HHW Program.
- 2.32 Reuse.** The activity of providing or donating collected Program Products or Program Wastes to the public for its original purpose.
- 2.33 Service Area.** The area included within the boundaries of the Authorized Program or Regional HHW Program as identified in **Exhibit C**.
- 2.34 State Contract.** Contracts entered into by the State of Minnesota and that are made available for the off-site management of HHW generated by Authorized Programs under the State's Cooperative Purchasing Venture established pursuant to Minn. Stat. §16C.03, subdivision 10. Entities eligible to participate under the cooperative purchasing venture are described in Minn. Stat. §16C.105.
- 2.35 State Administration Contracts.** Contracts entered into by the State of Minnesota and that are made available for the management of Program Wastes. These include: H-69(5) Hazardous Waste Management; H-79(5) Fluorescent Lamp, Lamp Ballast and Mercury Containing Materials and Residuals Transportation and Management; H-90(5) Used Electronic and Electronic Component Recycling and Management; Waste Disposal; W-192(5) Infectious (Biomedical); and H-94(5) Used Oil, Filter, Absorbent and Antifreeze Management.
- 2.36 State Contractor Services.** Waste management services performed for HHW Program activities and made available by the State of Minnesota through its contracts with waste management firms. Waste management services include supplying materials, receiving and sorting Program Wastes, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 2.37 State Hazardous Waste Rules.** The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001.
- 2.38 State's Authorized Transporter.** Has the same meaning as the Agency's Authorized Transporter.
- 2.39 Universal Waste.** Universal Waste has the meaning given at Code of Federal Regulations CFR 40, §273.9. Minnesota adopted the Federal Universal Waste Regulations in accordance with Minn. Rules Part 7045.1400.
- 2.40 Very Small Quantity Generator or VSQG.** A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules Part 7045.0206, subp. 4, and who has not lost VSQG status due to quantity of generation or over-accumulation.
- 2.41 VSQG Wastes.** Hazardous Wastes generated by a VSQG.
- 2.42 Waste to Energy.** The combustion of waste latex paint that cannot be made into recycled content paint to produce energy at a permitted waste combustor.

### 3. Payment, Reporting and Funding.

#### 3.1 Payment.

**3.1.1.** The total obligation of the MPCA under this Agreement will not exceed **\$600,000.00 (Six Hundred Thousand Dollars) annually or \$3,000,000.00 (Three Million Dollars)** over the contract term, unless additional money becomes available in accordance with Clause 3.1.2.

**3.1.2.** If the MPCA enters into income agreements with a 3<sup>rd</sup> party funding entity, or determines that a portion of any grants or additional appropriations received by the MPCA should be provided to the Authorized Program to fund work that is completed by the Authorized Program, the Authorized Program shall be reimbursed per this Agreement, or other allocation formula developed to distribute additional money, at the sole discretion of the MPCA.

**3.2 Funding Terms for HHW Program Operation.** This Clause describes the method used to determine the amount paid to the County for the purpose of reimbursing the County and Co-Sponsoring counties for providing a HHW Program. The County may allocate the funding provided by the MPCA among the Co-Sponsoring Counties in any manner agreeable to the County and the Co-Sponsoring Counties, without regard to the formula used in Clause 3.3 to calculate total Regional Program funding.

The MPCA shall determine, each fiscal year, the total amount to be allocated to the County for providing a HHW Program; the “Base Funding Amount”. The MPCA agrees to reimburse each Regional Program for a portion of its HHW Program expenses each state fiscal year in accordance with the formula in Clause 3.3. The MPCA may periodically adjust the Base Funding Amount payable to the Regional Programs, based on the total funds available to the MPCA. There is no minimum payment guaranteed by this Agreement. Payment amounts are not guaranteed.

The Base Funding Amount for each state fiscal year will be determined and communicated to the County’s Authorized Representative by the State’s Authorized Representative (SAR) on or before August 31 of each fiscal year. The Base Funding Amount may vary for each state fiscal year based on the amount the MPCA allocates to the Regional Programs to provide a HHW Program in accordance with Minn. Stat. §115A.96.

The MPCA will utilize the HHW Program data submitted by the County’s Authorized Representative as described in Clause 3.4 below to make payments to the County as described in Clause 3.3.

The MPCA may allocate uncommitted funds remaining after settlement of MPCA expenses, if any, to the Regional Programs using the formula in Clause 3.3. The MPCA will pay this “Supplemental Funding Amount” in full to the Regional Programs by August 31 after the end of each biennium.

If MPCA budgetary reductions occur after payments have been made that result in excessive payments, the County agrees to return the excess amount to the MPCA within 60 days of the date of MPCA’s written notice to the Authorized Program of the budget reduction and the excess amount to be returned.

### 3.3 Funding Formula for HHW Program Operations.

The MPCA will determine the reimbursement amount for the Regional Program by allocating the **Base Funding Amount** as follows:

$$\begin{aligned} & [((\text{Base Funding Amount} \times \frac{1}{2})/80) \times (\text{number of counties in service area})] \\ & + \\ & [(\text{Base Funding Amount} \times \frac{1}{2}) \times (\text{Total Qualified Participating Households delivering waste to the Regional Program} / \text{Total Qualified Participating Households delivering waste to all Regional Programs})] \end{aligned}$$

The MPCA will determine the supplemental reimbursement amount by allocating the **Supplemental Funding Amount** as follows:

$$\begin{aligned} & [((\text{Supplemental Funding Amount} \times \frac{1}{2}) / 80) \times (\text{number of counties in service area})] \\ & + \\ & [(\text{Supplemental Funding Amount} \times \frac{1}{2}) \times (\text{Total Qualified Participating Households delivering waste to the Regional Program} / \text{Total Qualified Participating Households delivering waste to all Regional Programs})] \end{aligned}$$

**Total Qualified Participating Households** are those that meet the following criteria:

- One participant will be credited for the waste generated from one household. If more than one household is included in a delivery to a facility or collection, the actual number of households may be counted as qualified participating households, provided proper documentation is kept.
- Each of the multiple deliveries from the same participant within a calendar year may be counted.
- Participants that only deliver the following wastes will not be counted as Qualified Participating Households: batteries, antifreeze, circuit boards, Polychlorinated Biphenyls (PCBs) ballasts, Cathode Ray Tubes (CRTs) and other electronic devices, fluorescent lamps, used motor oil and filters, mercury thermometers from dedicated thermometer exchange events, compressed gas cylinders, pharmaceuticals, sharps, ammunition and/or fireworks.
- Participants that only remove items from product reuse shelves will not be counted as Qualified Participating Households.
- Waste that is abandoned at a facility or collection location may be counted as one participant if properly documented. No more than 5% of total participation may be accounted for in this manner.
- Participants from HHW collection efforts related to natural disasters will be evaluated by the MPCA for qualification on a case-by-case basis.
- Very Small Quantity Generators will not be counted.

If a Co-Sponsoring County changes or ends Regional Program affiliation during a state fiscal year, reimbursements for the HHW Program will be prorated between the Co-Sponsoring County was affiliated with during the fiscal year. Reimbursements will be prorated based on the percentage of the fiscal year that a Co-Sponsoring County was

affiliated with a Regional Program and on the number of participants served within each Regional Program. A different method for reallocating reimbursements made by the MPCA may be used with the mutual consent of the MPCA and the affected Regional Programs.

### **3.4 Annual Reporting for HHW Programs.**

The Sponsoring County shall enter calendar year participation, financial, and waste stream data for the Regional HHW Programs and VSQG Programs into the Agency's HHW and VSQG Report Database (Database) at least annually. The Database access will be provided by the SAR by December 15 of each year. The Sponsoring County will forward a spreadsheet to be completed by all Co-Sponsoring counties, once returned, the Sponsoring County will enter their HHW Program data. The Sponsoring County Representative will verify that the Program data entered for each Co-Sponsoring counties is complete and that the participation totals are accurate.

Annual data entry shall be completed by April 1 of each year. Upon completion of Regional Program data entry, the Sponsoring County Representative shall notify the SAR that data entry is complete by submitting to the SAR the signed certification form provided by the SAR. The SAR may review the Regional Program data and may require the Sponsoring County to make corrections to the data if errors are found.

The HHW Program data provided and certified as complete by the Sponsoring County Representative on or before April 1 of each year will be considered final. If the County does not provide HHW Program data using the access system and certify completion, the County will not be eligible for the reimbursement amounts for that fiscal year. If the County does not submit and certify Program data from one or more Co-Sponsoring counties, the amount of the reimbursement received by the County will be reduced based on the formulas in Clause 3.3 of this Agreement. The SAR will review and confirm the qualifying participation numbers received from each Authorized Program and reimburse the County by June 30 of each state fiscal year.

The MPCA shall compile and prepare reports on the statewide HHW Program, including the information received from the County, by December 1 of each year. Reports will be available to the public in accordance with Clause 16 of this Agreement. The MPCA shall provide the Authorized Program Representative with a copy of any reports it prepares for the legislature or other entities that includes data submitted by the Authorized Program.

### **3.5 Reporting for Authorized Product Stewardship Activities.**

The Sponsoring County shall provide the reporting information outlined in **Exhibit B** on the forms provided by the Product Stewardship Program. The report form and supporting documentation described in **Exhibit B** shall be provided by Co-Sponsoring County to the Sponsoring County who shall provide this information to the MPCA and the Product Stewardship Program Representative at the frequency set forth in **Exhibit B**. Any reporting discrepancies or questions shall be resolved between the Product Stewardship Program Representative and the Sponsoring County with inputs for the Co-Sponsoring County. Program Products collected from households or businesses not located in Minnesota are not eligible for reimbursement.



### **3.6 Invoicing for Authorized Product Stewardship Activities.**

The MPCA will reimburse the Sponsoring County for all Authorized Activities listed in **Exhibit A** in accordance with the associated rates. To receive payment for Authorized Activities, the Co-Sponsoring County shall provide this information to the Sponsoring County who shall then provide this information to the MPCA an invoice for the total amount to be reimbursed for completing the Authorized Activities listed in **Exhibit A**. The invoice for Authorized Activities shall be submitted to the MPCA by the Sponsoring County in accordance with the schedule in **Exhibit B**.

### **3.7 Reimbursement for Authorized Product Stewardship Activities.**

The MPCA shall prepare a summary invoice representing the total reimbursement to the Sponsoring County for completing Authorized Activities. The MPCA shall deliver the summary invoice to the Product Stewardship Program Representative for review and payment in accordance with the schedule in **Exhibit B**. All invoice discrepancies or questions for specific county invoices shall be resolved between the Product Stewardship Program Representative and the appropriate county or the Sponsoring County. The Product Stewardship Program shall forward, to the MPCA, payment for work performed for the final-approved invoice in accordance with the Schedule in **Exhibit B**. The MPCA shall distribute this payment to the County in accordance with the Schedule in **Exhibit B**. The payment amount for Authorized Activities received by the County will constitute the final payment for Authorized Activities for the time period covered by the payment. The Sponsoring County is responsible for distributing payments to Co-Sponsoring County within the Regional Program.

## **4. Reciprocal Use Agreements.**

A county may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of its Management Facilities. A county may enter into a Reciprocal Use Agreement with a county or governmental entity either within or outside of the State of Minnesota provided the following information is maintained separately by a county: County or entity name, the number of participants using the facility and the waste volumes collected.

## **5. Education and Waste Reduction Program.**

A county shall operate an education and waste reduction program in coordination with the MPCA and in accordance with Minn. Stat. §115A.96, Subd. 6(a). The purpose of the program is to assist and inform the public concerning the proper management, identification, and reduction of Program Wastes. The MPCA shall make education and waste reduction materials available to a county. A county may work with a Product Stewardship Program to develop, share or use materials with that entity. A county shall not utilize the name of the Product Stewardship Program, their mark, or their logo without first obtaining written consent from the Product Stewardship Program.

## **6. HHW Program Operations and Training.**

- 6.1 Training.** The MPCA and the County will jointly develop a training program that may be accessed by county staff. This training program may contain information from Product Stewardship Programs or other entities that partner with counties in managing Program Wastes or Program Products.
- 6.2 Standard Operating Procedures.** The MPCA shall work with the County to develop and make available generic standard operating procedures. A county shall develop Management Facility specific standard operating procedures based on the generic standards available on the MPCA's website. The Management Facility specific standards shall not be less restrictive than the generic standards.

## **7. Waste Acceptance and Management.**

- 7.1** Each county shall provide for the operation of Management Facilities in accordance with this Agreement and all applicable federal and state rules, regulations, standards, and permit requirements. If a Management Facility is privately owned or operated, a county shall require the private owner or operator to meet the conditions and requirements set forth in this Agreement.
- 7.2** Each county shall collect, store or otherwise manage HHW and may collect, store or otherwise manage Optional Program Wastes listed in Clause 7.3 below upon obtaining all applicable governmental approvals. Each county may manage any waste listed below and commingle said wastes with HHW and manage said wastes under the ID Number acquired by the MPCA. The MPCA shall complete the "Notification of Regulated Waste Activity" form and acquire the ID Number solely in the name of the MPCA for each Management Facility that requires an ID Number. The ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility. Each county may also choose to obtain or retain its own ID Numbers for its Management Facilities, if the wastes are managed in accordance with this Agreement and all applicable rules, regulations, permits and policies.
- 7.3** Program Wastes which may be accepted and commingled with HHW and which may be shipped under the MPCA's ID number include:
- (a) HHW generated outside the Service Area and which is accepted in accordance with Minn. Rules Part 7045.0310, subp. 6;
  - (b) Hazardous wastes generated by a VSQG;
  - (c) Abandoned wastes that the Authorized Program agrees to manage;
  - (d) Federal Universal Waste, defined in the CFR, title 40, section 273.9, and in Minn. Rules Part 7045.1400 including: fluorescent or high-intensity discharge lamps, mercury-containing devices, pesticides, and batteries; and any additional waste streams added to the Federal Universal Waste list that are adopted by the MPCA during the term of this Agreement;
  - (e) Architectural Paint or Program Products;
  - (f) Electronic Waste; and

- (g) Latex wastes, used oil and used oil filters, antifreeze, sharps and any other wastes managed under the State Administration Contracts listed in Clause 2.33.

However, if the county seeks reimbursement under Clauses 3.5 and 3.6, Architectural Paint and Program Wastes may not be commingled.

- 7.4** At the expiration of this Agreement, or at the time of cancellation of this Agreement by either party, the county and its contractor shall cease to use the ID Number acquired by the MPCA. If Hazardous Waste will no longer be manifested from the Management Facility, the MPCA will cancel the ID number. If the county plans to continue to manifest Hazardous Waste from a Management Facility the county shall, within 7 days of cancellation or non-renewal, submit a “Subsequent Notification” form to the entity authorized to assign ID Numbers. The county shall provide, to the SAR, documentation confirming that the number has been reassigned within 30 days of expiration or cancellation of this Agreement.
- 7.5** Nothing in this Agreement is intended to preclude the collection, management, or storage of waste which is not Program Wastes at the Management Facility, provided that a county neither commingles the waste with Program Wastes nor uses the MPCA’s ID number when shipping said waste.

## **8. Manifest Signature.**

A county shall provide written documentation to the MPCA demonstrating that its staff and its contractor’s staff have been certified by their employer to sign manifests in accordance with Department of Transportation (DOT) regulations CFR Title 49, §172.704. A county shall also provide documentation to the MPCA demonstrating that its staff and its contractor’s staff have been trained and certified to sign manifests in accordance with applicable Hazardous Waste regulations. Documentation shall be in the form of a letter from the employer to the SAR that confirms that staff are certified and trained and shall be signed by the Authorized Program’s Representative. Documentation shall be maintained in accordance with Clause 21 of this Agreement. County and contractor staff shall not sign manifests prior to submitting documentation to the MPCA. Waste shipped on a manifest signed by county or contractor staff for which documentation has not been submitted prior to signature shall not be covered by the indemnification provided in Clause 20.2 of this Agreement.

A county shall submit signed manifest copies to regulatory agencies in accordance with applicable manifesting regulations and shall retain copies of manifests as specified in Clause 21 of this Agreement. A county shall notify the SAR if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397. If a Management Facility is privately operated, a county shall include a provision in its contract with the private operator that requires the operator to notify the SAR if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397.

**9. Approval to Store Waste More than 90 Days or Receive Waste from another Management Facility.**

In accordance with Minn. Rules Part 7045.0310, subp. 6, a county may request in writing, approval to store Program Wastes for more than 90 days or to accept Program Wastes from other Management Facilities. A county shall not store Program Wastes for more than 90 days and/or accept Program Wastes from other Management Facilities until written approval has been received.

**10. Alternative Management of Program Wastes.**

In accordance with Minn. Rules Part 7045.0310, subp. 7, a county may request in writing MPCA approval to treat Program Wastes onsite or manage Program Wastes at a facility not regulated pursuant to Minn. Rules Parts 7045.0208, subp. 1, or 7045.0310 (alternative management facility). A county shall not treat Program Wastes onsite or deliver Program Wastes to an alternative management facility until written approval is received from the MPCA. Requests for treating waste on-site should be submitted to the SAR.

**11. State Contractor Services.**

**11.1** The MPCA, through its State Administration Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of a State's Authorized Transporter. The MPCA shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State's Authorized Transporter, and any time thereafter, to avoid liability to the , County and any Co-Sponsoring County. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements, and this Agreement.

**11.2** The MPCA shall make available to a county, State Contractor Services and shall require the State's Authorized Transporter to meet the conditions and requirements set forth in the State Administration Contracts and this Agreement. Except as may be provided in other agreements between the parties, a county shall pay for the cost of State Contractor Services in accordance with the terms of the Contracts with the State's Authorized Transporter. The MPCA shall consult with the counties in the procurement of State Contractor Services and in the development of the terms and conditions of the State Administration Contracts.

**11.3** The MPCA agrees to include a clause in any waste management contract developed for use by the HHW Program indemnifying and holding the State, the County and any Co-Sponsoring County harmless from all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from the acts of the contractor, its agents, employees or sub-contractors or obligations assumed by the contractor in said contract.

- 11.4** The MPCA shall investigate and resolve matters related to the failure of the State's Authorized Transporters to perform services in accordance with the terms of the State Administration Contracts listed in Clause 2.33. The MPCA shall notify a county when it receives notice of a release to the environment by a State's Authorized Transporter.
- 11.5** The provisions of Clause 20.2 of this Agreement shall apply to Program Wastes collected pursuant to this Agreement that are transported by the State's Authorized Transporter. Use of the State's Authorized Transporter shall constitute use of the Agency's Authorized Transporter within the meaning of Minn. Stat. §115A.96, Subd. 7. Additionally, a county shall be deemed to be using the State's Authorized Transporter if a county contracts directly with the State's Authorized Transporter and wholly incorporates the terms of a State Administration Contract for State Contractor Services.
- 11.6** A county is encouraged, but not required, to use State Contractor Services for the operation of a Management Facility. If a county chooses to use a transporter other than the State's Authorized Transporter for the management of Program Wastes, the provisions of Clause 20.2 of this Agreement shall not apply to such Program Wastes. The County and Co-Sponsoring Counties shall use State Contractor Services for the off-site management of Architectural Paint or Program Products for which the County and Co-Sponsoring Counties seek reimbursement in accordance with Clauses 3.5 and 3.6 of this Agreement.
- 11.7** The SAR shall provide information to a county regarding the location of the State Administration Contracts so a county can readily access State Administration Contracts for transportation and disposal.

## **12. Required Equipment and Inspections.**

A county shall arrange for the provision, inspection, maintenance and recordkeeping for all the safety equipment, personal protective equipment and other equipment necessary for HHW Program operations.

## **13. Closure.**

A county is responsible for proper closure of a Management Facility in accordance with all applicable rules and regulations and Clause 7.4 of this Agreement. If approval to accept and store waste has been received pursuant to Clause 9 of this Agreement, a county shall arrange for the proper closure of the Management Facility in accordance with the terms of said approval.

## **14. Product Stewardship.**

The MPCA shall inform a county of projects and opportunities related to product stewardship. The MPCA will support a county participation by reviewing initiatives and assisting in the resolution of issues that arise with implementation of product stewardship initiatives. The MPCA may, at its sole discretion, provide supplies and public information materials to assist with implementation of product stewardship based efforts.

## **15. Authorized Representatives.**

The State's Authorized Representative is **Jennifer Volkman**, HHW Program Coordinator, MPCA, 520 Lafayette Road, St. Paul, MN 55155, [jennifer.volkman@state.mn.us](mailto:jennifer.volkman@state.mn.us), 651-757-2801, or her successor.

The Sponsoring County's Representative is **Doug Morris**, Solid Waste Administrator, 15728 State Highway 210, Brainerd, MN 56401, [doug.morris@crowwing.us](mailto:doug.morris@crowwing.us), 218-824-1290, or his successor.

The Co-Sponsoring County's Authorized Representative is **Chuck Parins**, Environmental/Administrative Supervisor, Morrison County Public Works, 213 1<sup>st</sup> Avenue SE, Little Falls, MN, 56345; 320-641-2862; [chuckp@co.morrison.mn.us](mailto:chuckp@co.morrison.mn.us); or his successor.

## **16. Government Data Practices.**

A county and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State or a county under this Joint Powers Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by a county under the Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this Clause by either a county or the State. If a county receives a request to release the data referred to in this Clause, the county must immediately notify the State.

## **17. Compliance with Laws.**

All acts performed by the parties under this Agreement shall be performed in accordance with all applicable federal, state and local laws.

## **18. Dispute Resolution.**

In the event of a dispute between the parties arising out of this Agreement, either due to alleged non-compliance with the terms, or a disagreement regarding the terms, the parties agree to engage in good faith negotiation to resolve the dispute before resorting to legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation or arbitration may be used against either party in legal process if the dispute is not resolved.

## **19. Assignment, Amendments, Waiver, and Contract Complete.**

**19.1 Assignment.** A county may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**19.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**19.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.

**19.4 No Waiver.** Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. Ch. 466, or any other law, legislative or judicial, which limits governmental liability.

**19.5 Contract Complete.** This Agreement contains all negotiations and agreements between Crow Wing County and Morrison County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **20. Liability and Indemnification.**

It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Agreement be governed according to the following provisions:

**20.1 Liability to third persons.** The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Agreement is intended to create a cause of action with respect to any third person, except for rights granted to Participating Counties as third party beneficiaries of this Section.

**20.2 State Indemnification.** The County and the State acknowledge and agree that the County and any Co-Sponsoring Counties are indemnified by the State as provided for in Minn. Stat. §115A.96, Subd. 7. In the event that Minn. Stat. §115A.96, Subd. 7, is inapplicable to a specific situation, then the State and the counties agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of their respective Tort Claims Acts - Minn. Stat. §3.736 for the State and Minn. Stat. Ch. 466 for the Authorized Program.

## **21. State Audits.**

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

## **22. Governing Law and Venue.**

**22.1** This Agreement and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.

**22.2** Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**23. Termination.**

The State or Commissioner of Administration may cancel this Agreement at any time, with or without cause, upon 180 days written notice to the County. A county may cancel this Agreement, with or without cause, by providing written notification to the State's Authorized Representative at least 180 days prior to the date of cancellation.

**24. Termination for Insufficient Funding.**

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to a county. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, a county will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide a county notice of the lack of funding within a reasonable time of the State's receipt of that notice.

**25. E-Verify Certification (In accordance with Minn. Stat. §16C.075).**

For services valued in excess of \$50,000, a county certifies that as of the date of services performed on behalf of the State, a county and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. A county is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with a county and made available to the State upon request.

**26. Survival of Terms.**

The following Clauses survive the expiration or cancellation of this Agreement: 7.4 ID numbers; 16 Government Data Practices; 17 Compliance with Laws; 20 Liability and Indemnification; 21 State Audits and 22 Governing Law and Venue.

**27. Exhibits.**

The following Exhibits A, B, and C are attached and incorporated into this Agreement:

Exhibit A - Authorized Activity List and Pricing Formulas

Exhibit B - Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

Exhibit C - Authorized Programs and Participating Counties



**Crow Wing County**

The County certifies that the appropriate person(s) have executed the Agreement on behalf of the County as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Paul M. Thiede

Signature: \_\_\_\_\_

Title: Chair, Crow Wing County Date: \_\_\_\_\_

Print name: Timothy J. Houle

Signature: \_\_\_\_\_

Title: Crow Wing County Administrator Date: \_\_\_\_\_

**Morrison County**

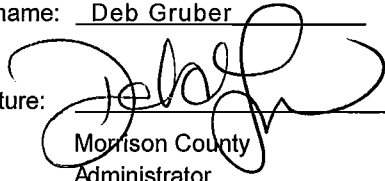
The County certifies that the appropriate person(s) have executed the Agreement on behalf of the County as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Jeffrey J. Jelinski

Signature: 

Title: Chair, Morrison County Date: 1-23-2018

Print name: Deb Gruber

Signature: 

Title: Morrison County Administrator Date: 1/23/2018

Approved:

\_\_\_\_\_ day of \_\_\_\_\_, Donald F. Ryan, Crow Wing County Attorney

Approved:

25<sup>th</sup> day of January 2018   
Brian Middendorf, Morrison County Attorney

## Exhibit A: Authorized Activity List and Pricing Formulas

Authorized Activity	Activity Description	Costs Covered
<b>Ship Collected Program Products Off-site, Using the State's Contractor</b>	PaintCare agrees to reimburse the Authorized Programs <sup>1</sup> through the MPCA for all collected Program Products transported off-site pursuant to the State Contract H-69 <sup>2</sup> at the rate specified in the State Contract for the unit volume of collected Program Products managed in accordance with the State Contract. Incidental, Non-Program Products managed under the State Contracts will be reimbursed by PaintCare.	Eligible supplies <sup>3</sup> + Mobilization and line item waste stream pricing in the State Contract. The mobilization price shall be adjusted by multiplying the mileage rate by the percent volume of Program Products contained in each shipment. + Line item waste stream pricing from the State Hazardous Waste Management Contract, H-69
<b>Reuse Rate Per Container</b>	PaintCare agrees to pay the Authorized Programs through the MPCA for each container of Program Product that is managed via reuse.	\$1.35 per container \$0.20/lb. Rate includes processing labor only.
<b>Reuse Rate Per 5-Gallon Container of Consolidated Paint</b>	PaintCare agrees to pay the Authorized Programs through the MPCA for each 5-gallon container of paint offered for reuse that is generated by consolidating several individual containers of paint into one 5-gallon container.	\$18.90 + The cost of the 5-gallon container if purchased at a price that is less than the State Contract price
<b>Paint Bulking Rate for Oil Based Paint (Not for Reuse)</b>	PaintCare agrees to pay the Authorized Programs through the MPCA for every 55-gallon drum of Program Products that is bulked by the Authorized Program and picked up from a collection site for transportation pursuant to the State Contract H-69.	\$114.75 per Bulked 55-gallon drum Rate includes bulking labor only.  Mobilization and management cost for drums and eligible supplies are additional as specified in the "Ship Collected Program Products" off-site activity.
<b>Paint Bulking Rate for Latex Paint (Not for Reuse)</b>	PaintCare agrees to pay the Authorized Programs through the MPCA for every 55-gallon drum of Program Products that is bulked by the Authorized Programs and picked up from a collection site for transportation pursuant to the State Contract H-69.	\$90 per Bulked 55-gallon drum Rate includes bulking labor only.  Mobilization and management cost for drums and eligible supplies are additional as specified in the "Ship Collected Program Products" off-site activity.

## Exhibit A: Authorized Activity List and Pricing Formulas

Authorized Activity	Activity Description	Costs Covered
<b>HHW Program Internal Transportation Rate for Program Products</b>	PaintCare agrees to pay the Authorized Programs through the MPCA to transport collected Program Products between collection facilities or from events to collection facilities. Price includes labor and transport.	\$1.68/mile <sup>4</sup> Per mile rate shall be adjusted by multiplying the mileage rate by the percent volume of Program Products contained in each shipment.

<sup>1</sup>Authorized Programs are listed in Exhibit C, “Authorized Programs and Participating Counties”

<sup>2</sup>State Contract H-69, which is used by Authorized Counties to manage Program Products, is found here: [http://www.mmd.admin.state.mn.us/pdf/H-69\(5\).pdf](http://www.mmd.admin.state.mn.us/pdf/H-69(5).pdf)

<sup>3</sup>Eligible supplies include: non-DOT cubic-yard boxes, liners, lids and pallets; 55-gallon drums; 5 gallon containers used to consolidate paint; and totes used for bulking or shipment of Program Products.

<sup>4</sup>Rate based on data obtained from ATRI at <http://atri-online.org/wp-content/uploads/2016/10/ATRI-Operational-Costs-of-Trucking-2016-09-2016.pdf>

## Exhibit B: Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

Each report submitted by an Authorized Program, as listed in Exhibit C, “Authorized Programs and Participating Counties”, to MPCA and PaintCare using the form provided by PaintCare shall contain the following information:

1. The date and location of any events held by or on behalf of the Authorized Program or Participating County during the reporting period.
2. For all Collected Program Products managed by an Authorized Program or Participating County during the reporting period:
  - a. The total number of pounds or containers of Program Products (broken down by type - latex vs. oil-based) managed via Reuse, including Consolidated Paint;
  - b. The total number of gallons of latex Program Products managed as an ingredient for alternative daily cover;
  - c. The total number of gallons of latex Program Products managed via Waste-to-Energy;
  - d. The total number of 55-gallon drums of Bulked Program Products (broken down by type - latex vs. oil) that were picked up from the site pursuant to the State Contract;
  - e. Internal transportation conducted, provide the number of trip miles per truckload, the calculated percentage volume of the truckload that is Program Products, and extended total for reimbursement;
  - f. For off-site shipments, the shipment date, mobilization and waste management expenses in accordance with Exhibit A;
  - g. For supplies purchased by counties from sources other than the State’s Contractor provide the following information, description of the item (e.g. Drum, box, liner, etc.) number of items, unit cost of item, extended total per item, total cost of supplies; and
  - h. Supporting documents including, but not limited to: supply and waste management invoices for Authorized Activities, reuse inventories and internal transport logs.
3. All estimations used for reporting under this Contract must be calculated according to the following MPCA-approved unit conversions:

Material	Conversion
<b>gallons to pounds</b>	
latex paint	10.9 pounds/gallon
oil paint	9.4 pounds/gallon
<b>items to pounds</b>	
latex paint	7 pounds/item/gal equivalent

## Exhibit B: Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

oil based paint	6.1 pounds/item/gal equivalent
<b>Drums and cubic feet equivalents</b>	
barrel or drum = 55 gallons	
latex 1 cubic foot	26 pounds (3.7 cans x 7 lbs.)
latex paint 55 gal drum	600 pounds
oil paint 1 cubic foot	22.5 pounds (3.7 cans x 6.1 lbs.)
oil paint 55 gallon drum	517 pounds
Lab Packs: Reported in gross weights.	

## Exhibit B: Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

### County-MPCA-PaintCare Reporting, Invoicing and Payment Schedule

- Authorized Programs provide reporting to MPCA and PaintCare; and invoicing to the MPCA
- MPCA provides invoicing received from Authorized Programs to PaintCare within 30 days of the County due date.
- PaintCare provides payment to MPCA within 60 days of receipt of the invoice from MPCA.
- The MPCA provide payments to Authorized Programs within 30 days of receiving payments from PaintCare.
- Regional Programs make payments to Participating Counties

Party	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Metro Counties</b>	<b>Jan 31:</b> 1) Send Dec report with documentation to MPCA & PC 2) Send invoice for July-Dec to MPCA	<b>Feb 28:</b> Send Jan report with doc. to MPCA & PC	<b>Mar 31:</b> Send Feb report with doc. to MPCA & PC	<b>Apr 30:</b> Send Mar report with doc. to MPCA & PC	<b>May 31:</b> Send Apr report with doc. to MPCA & PC	<b>Jun 30:</b> Send May report with doc. to MPCA & PC	<b>Jul 31:</b> 1) Send Jun report with doc. to MPCA & PC 2) Send invoice for Jan-June to MPCA	<b>Aug 31:</b> Send Jul report with doc. to MPCA & PC	<b>Sep 30:</b> Send Aug report with doc. to MPCA & PC	<b>Oct 31:</b> Send Sep report with doc. to MPCA & PC	<b>Nov 30:</b> Send Oct report with doc. to MPCA & PC	<b>Dec 31:</b> Send Nov report with doc. to MPCA & PC
<b>Regional Programs</b>	<b>Jan 31:</b> 1) Send Oct-Dec report with documentation to MPCA & PC 2) Send invoice for July-Dec to MPCA			<b>Apr 30:</b> Send Jan-Mar report with doc. to MPCA & PC		<b>June 30</b> Pay Part. Counties for Jul-Dec	<b>Jul 31:</b> 1) Send Apr-Jun report with doc to MPCA & PC 2) Send invoice for Jan-Jun to MPCA			<b>Oct 31:</b> Send report (Jul-Sep) to MPCA & PC		<b>Dec 31</b> Pay Part. Counties for Jan-Jun
<b>MPCA</b>		<b>Feb 28:</b> Send invoice to PC for July-Dec			<b>May 31:</b> Pay Counties for July-Dec			<b>Aug 31:</b> Send invoice to PC for Jan-June			<b>Nov 30:</b> Pay Counties for Jan-June	
<b>PaintCare</b>				<b>Apr 30:</b> Pay MPCA for July -Dec						<b>Oct 30:</b> Pay MPCA for Jan-Jun		

Exhibit B: Required PaintCare Reporting, and Invoicing Information,  
and Submittal Dates

## Exhibit C: Authorized Programs and Participating Counties

Authorized Program and Program Contact Information	Authorized Representative	Participating Counties; Service Area
Anoka County Recycling & Resource Solutions 1530 Bunker Lake Blvd NW Andover, MN 55304 Amy Altman 763-324-3479 <a href="mailto:amy.altman@co.anoka.mn.us">amy.altman@co.anoka.mn.us</a>	Brad Fields, Director, Anoka County Recycling & Resource Solutions 1530 Bunker Lake Blvd NW Andover, MN 55304 <a href="mailto:Brad.fields@co.anoka.mn.us">Brad.fields@co.anoka.mn.us</a> 763-324-3476	Anoka
Becker County Land Use Department Environmental Services Division 24413 County HWY 144 Detroit Lakes, MN 56501 Sandy Gunderson 218-846-7310 <a href="mailto:slgunde@co.becker.mn.us">slgunde@co.becker.mn.us</a>	Steve Skoog, Land Services Director 915 Lake Ave Detroit Lakes, MN 56501 <a href="mailto:slskoog@co.becker.mn.us">slskoog@co.becker.mn.us</a> 218-846-7310	Becker, Clay, Hubbard, Mahnommen, Norman
Blue Earth County Environmental Services P.O. Box 3566, 410 South Fifth Street Mankato, MN 56002-3566 Ken Frederick 507-304-4381 <a href="mailto:Ken.Frederick@blueearthcountymn.gov">Ken.Frederick@blueearthcountymn.gov</a>	Scott Fichtner, Environmental Services Director PO Box 3566, 410 South Fifth Street, Mankato MN 56002-3566, <a href="mailto:scott.fichtner@blueearthcountymn.gov">scott.fichtner@blueearthcountymn.gov</a> , 507-304-4381	Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Watonwan
Carver County Environmental Services 600 East Fourth Street, Box 3 Chaska, MN 55318 Bill Fouks 952-361-1842 <a href="mailto:bfouks@co.carver.mn.us">bfouks@co.carver.mn.us</a> Leslie Wilson 612-388-6425 <a href="mailto:lwilson@co.carver.mn.us">lwilson@co.carver.mn.us</a>	Greg Boe, Environmental Services Manager Gov. Center, 600 East 4th St. Chaska MN 55318 <a href="mailto:gboe@co.carver.mn.us">gboe@co.carver.mn.us</a> 952-361-1802	Carver
Crow Wing County Solid Waste 15728 State Highway 210 Brainerd, MN 56401-3575 Doug Morris 218-824-1290 <a href="mailto:doug.morris@crowwing.us">doug.morris@crowwing.us</a>	Doug Morris, Solid Waste Administrator  Same info as first column	Crow Wing, Morrison, Todd
Dakota County Environmental Resources Department 14955 Galaxie Avenue Apple Valley, MN 55124 Laura Villa 952-891-7548 <a href="mailto:laura.villa@co.dakota.mn.us">laura.villa@co.dakota.mn.us</a>	Georg Fischer, Environmental Resources Director 14955 Galaxie Avenue Apple Valley, MN 55124 <a href="mailto:Georg.fischer@co.dakota.mn.us">Georg.fischer@co.dakota.mn.us</a> 952-891-7554	Dakota
East Central Solid Waste Commission PO Box 29, Mora MN 55051 Janelle Troupe 320-679-4930 , ext 10 <a href="mailto:Janelletroupe@gmail.com">Janelletroupe@gmail.com</a>	Janelle Troupe, Director ECSWC  Same info as first column	Chisago, Isanti, Kanabec, Pine



## Exhibit C: Authorized Programs and Participating Counties

<p>Hennepin County Environment &amp; Energy Department 701 Fourth Avenue South, Suite 700 Minneapolis, MN 55415-1842</p> <p>Darwin Schulz <a href="mailto:darwin.schulz@hennepin.us">darwin.schulz@hennepin.us</a></p> <p>Louisa Tallman 612-348-9939 <a href="mailto:Louisa.tallman@hennepin.us">Louisa.tallman@hennepin.us</a></p> <p>Ryan Gastecki 612-348-8994 <a href="mailto:ryan.gastecki@hennepin.us">ryan.gastecki@hennepin.us</a></p>	<p>Rosemary Lavin Hennepin County Environment and Energy Department Director 701 Fourth Ave S., Suite 700, Minneapolis, MN 55415 <a href="mailto:rosemary.lavin@hennepin.us">rosemary.lavin@hennepin.us</a> 612-348-8596</p>	<p>Hennepin</p>
<p>Kandiyohi County Recycling Center 1400 SW 22nd St., Willmar, MN 56201</p> <p>Jay Baker 320-231-3587 <a href="mailto:jay_b@co.kandiyohi.mn.us">jay_b@co.kandiyohi.mn.us</a></p>	<p>Jay Baker, Program Manager Same info as first column</p>	<p>Big Stone, Chippewa, Kandiyohi Lac qui Parle, Meeker, Renville, Swift</p>
<p>Lyon County Public Works 504 Fairgrounds Road Marshall, MN 56258</p> <p>Darron Grahn 507-532-8210 <a href="mailto:darrongrahn@co.lyon.mn.us">darrongrahn@co.lyon.mn.us</a></p>	<p>Darron Grahn, Program Manager Same info as first column</p>	<p>Cottonwood, Jackson, Lincoln, Lyon Murray, Nobles, Pipestone, Redwood, Rock, Yellow Medicine</p>
<p>McLeod County 1065 5th Avenue SE, Hutchinson MN 55350</p> <p>Elizabeth Anderson 320-484-4322 <a href="mailto:Elizabeth.anderson@co.mcleod.mn.us">Elizabeth.anderson@co.mcleod.mn.us</a></p>	<p>Sarah Young, SW Coordinator 1065 5<sup>th</sup> Avenue SE, Hutchinson MN 55350 <a href="mailto:Sarah.young@co.mcleod.mn.us">Sarah.young@co.mcleod.mn.us</a> 320-484-4319</p>	<p>McLeod, Sibley</p>
<p>Mower County Environmental Services 1111 8th Ave NE, Austin, MN 55912</p> <p>Jeff Weaver 507-437-9551 <a href="mailto:jeffw@co.mower.mn.us">jeffw@co.mower.mn.us</a></p>	<p>Jeffrey A. Weaver, Program Manager Same info as first column</p>	<p>Freeborn, Mower</p>
<p>NW MN Joint Powers Group P.O. Box 186, 324 Park Avenue NW Bagley, MN 56621-0186</p> <p>Randall Bodensteiner 218-694-2090 <a href="mailto:rhb@gvtel.com">rhb@gvtel.com</a></p>	<p>Randall Bodensteiner, Program Manager Same info as first column</p>	<p>Beltrami, Cass, Clearwater, Kittson, Lake of the Woods, Marshall, Pennington, Polk, Red Lake, Roseau</p>
<p>Olmsted County Environmental Resources 2122 Campus Drive SE, Suite 204 Rochester, MN 55904-4744</p> <p>Scott Martin 507-328-7078 <a href="mailto:martin.scott@co.olmsted.mn.us">martin.scott@co.olmsted.mn.us</a></p>	<p>John Helmers, Environmental Resources Director 2122 Campus Drive SE Rochester, MN 55904-4744 <a href="mailto:Helmers.john@co.olmsted.mn.us">Helmers.john@co.olmsted.mn.us</a> 507-328-7070</p>	<p>Dodge, Goodhue, Olmsted, Wabasha</p>
<p>Otter Tail County 1115 North Tower Road Fergus Falls, MN 56537</p> <p>Dave Stadum 218-736-2161 <a href="mailto:dstadum@co.otter-tail.mn.us">dstadum@co.otter-tail.mn.us</a></p>	<p>Zach Fjestad, Interim Solid Waste Director Otter Tail County 1115 North Tower Road Fergus Falls, MN 56537 <a href="mailto:zfjestad@co.ottertail.mn.us">zfjestad@co.ottertail.mn.us</a> 218-998-8903</p>	<p>Grant, Otter Tail, Stevens, Traverse, Wadena, Wilkin</p>

## Exhibit C: Authorized Programs and Participating Counties

<p>Ramsey County 2785 White Bear Avenue North, Suite 350 Maplewood, MN 55109</p> <p>John Springman 651-266-1199 Ex. 61150 <a href="mailto:john.springman@co.ramsey.mn.us">john.springman@co.ramsey.mn.us</a></p> <p>Pete Miller 651-266-1199 Ex. 61151 <a href="mailto:Pete.miller@co.ramsey.mn.us">Pete.miller@co.ramsey.mn.us</a></p>	<p>John Springman, Environmental Health Supervisor</p> <p>Same info as first column</p>	<p>Ramsey</p>
<p>Rice County Solid Waste Department 3800 East 145th Street Dundas, MN 55019</p> <p>Paul Pieper 507-332-6833 <a href="mailto:ppieper@co.rice.mn.us">ppieper@co.rice.mn.us</a></p>	<p>Julie Runkel, Environmental Services Director Rice County Solid Waste Department 3800 East 145th Street Dundas, MN 55019 <a href="mailto:jrunkel@co.rice.mn.us">jrunkel@co.rice.mn.us</a> 507-332-6833</p>	<p>Rice, Steele, Waseca</p>
<p>Scott County Environmental Health 200 Fourth Avenue West Shakopee, MN 55379</p> <p>Richard Jones 952-496-8366 <a href="mailto:RJones@co.scott.mn.us">RJones@co.scott.mn.us</a></p> <p>Kate Sedlacek 952-496-8351 <a href="mailto:KSedlacek@co.scott.mn.us">KSedlacek@co.scott.mn.us</a></p>	<p>Paul Nelson Natural Resource &amp; Environmental Services Manager 200 Fourth Avenue West Shakopee, MN 55379 <a href="mailto:PNelson@co.scott.mn.us">PNelson@co.scott.mn.us</a> 952-496-8054</p>	<p>Scott</p>
<p>Stearns County Environmental Services 3601 5th Street S., Waite Park, MN 56387 Ross Detert 320-255-6140 <a href="mailto:Ross.detert@co.stearns.mn.us">Ross.detert@co.stearns.mn.us</a></p>	<p>Troy Freihammer, Environmental Specialist Stearns County Environmental Services 3601 5th Street S., Waite Park, MN 56387 <a href="mailto:troy.freihammer@co.stearns.mn.us">troy.freihammer@co.stearns.mn.us</a> 320-656-6293</p>	<p>Benton, Mille Lacs, Pope/Douglas, Sherburne, Stearns, Wright</p>
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