

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: June 6, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Rachel Stock, Reporter Charlene Selbee, Finance Director Carol Lapham, Public Health and Human Services Director John Pugleasa, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Environmental Services Director Martin Herrick, Financial Assistance Supervisor Karen Kohlmeyer, Deputy Auditor/Treasurer Mark Bennett, Deputy Auditor/Treasurer Polly Heberlein, Deputy Auditor/Treasurer Eliana Babinski, Human Resources Director Theresa Arrick-Kruger, Engineer Brian Pogodzinski, Public Health Supervisor Jordan Knoke, and Franci Palen

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Burns, seconded by Commissioner Schuldt, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to approve the meeting minutes from May 23, 2023.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

Motion by Commissioner Johnson, seconded by Commissioner Burns, motion unanimously carried to approve the consent agenda. Commissioner Severson said he wanted to thank Cynthia Cresswell-Hatleli for her years of service to the County.

- 1) Confirm the resignation of Cynthia Cresswell-Hatleli, Accredited Minn. Appraiser, effective 06/01/2023, and thank her for her 24 years of service to the residents of Houston County.
- 2) Change the employment status of Heidi Lapham, Deputy Auditor/Treasurer from 1.0 FTE to 0.5 FTE, effective 06/07/2023.
- 3) Change the employment status of Eliana Babinski, probationary Auditor/Treasurer from 0.5 FTE to 1.0 FTE, effective 06/07/2023.
- 4) Change the employment status of Alex Goergen, Maintenance Specialist, from probationary to regular, effective 06/13/2023.
- 5) Change the employment status of Kristen Klug, Case Aide, from probationary to regular, effective 06/19/2023.
- 6) Change the employment status of Brianna Ceaser, Health Educator, from probationary to regular, effective 07/01/2023.
- 7) Hire Storm Davis as a probationary Sheriff's Deputy, C-42, Step 1, effective 06/25/2023, conditioned on successful completion of background requirements.

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to appoint Melissa Burrow to the Extension Committee. The term would expire December 21, 2025.

File No. 2 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to recognize Juneteenth as an observed Houston County holiday in compliance with the State of Minnesota amending Minn. Stat. §10.55 and Minn. Stat. §645.44. In the event that Juneteenth falls on a Sunday, the following Monday would be observed as the County paid holiday; in the event that it falls on a Saturday, the preceding Friday would be observed as the County paid holiday.

File No. 3 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve Memorandum of Agreements relating to recognizing Juneteenth as an observed County Holiday for each of the following labor unions:

- Law Enforcement Labor Services No. 415, Licensed Lieutenant Unit
- Law Enforcement Labor Services No. 237, Licensed Deputies Unit
- Law Enforcement Labor Services No. 60, Jailer/Dispatcher Unit
- Minnesota Association of Professional Employees, Supervisors Unit
- International Union of Operating Engineers Local No. 49
- American Federation of State, County and Municipal Employees, Council No. 65, Local No. 2166

File No. 4 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve a Houston County Hauler License for Northwoods Refuse, LLC for 2023.

File No. 5 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve an IUP for Brad Olinger to have a temporary farm dwelling in Crooked Creek Township.

File No. 6 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve a CUP for John and Karyl Diersen to expand a feedlot to 461.5 animal units and build a manure storage structure with capacity over 20,000 gallons.

DISCUSSION ITEMS

Commissioners discussed the resignation of the current Auditor/Treasurer and how to move forward with the position. The Commissioners asked Human Resources Director Theresa Arrick-Kruger what options were for moving forward and if the position could be split in two. Kruger said Attorney Jandt was the best one to answer the questions, however it was her understanding that the position should be appointed as Auditor/Treasurer as that was how the current position was. The board would need to appoint someone to fill the current term that would end in 2026. The Commissioners discussed if they should advertise for someone to fill the term, and if the advertisement should only be internal or if it should also be open to the general public. Commissioner Severson said he was concerned about timing. He said he wanted the new person to be able to learn from Auditor/Treasurer Donna Trehus before the transition was made. Commissioner Severson said that while he thought there would be qualified candidates already working at the County, and he liked promoting from within he was in favor of opening up the advertisement to the general public to get the largest pool of candidates possible. Commissioner Schuldt said he was in favor of advertising both internally and externally. It was the general consensus of the commissioners to have Kruger post the Auditor/Treasurer position both internally and externally. The position would be open for two weeks, and then the personnel committee would decide on the candidates for the full board to interview. The newly appointed person would be appointed to fulfil the term until 2026. After that time the position could be reevaluated.

Commissioners discussed recent meetings they had attended. These included an Extension, Watershed, Hiawatha Valley Mental Health, and AMC District 9 meeting.

Commissioner Burns said he was surprise to learn at the AMC District 9 meeting that 62 hundred bills had been heard during the legislative session. Commissioner Burns said there would be new programs and new grant funding opportunities for the County to pursue in the future. Commissioner Burns said one of the things other county administrators were currently doing was pursuing grant funding. Commissioner Johnson suggested combining EDA and County coordinator work as the County was already paying for a Community and Economic Development Associates (CEDA) contract that included similar work. Commissioner Burns said that perhaps the CEDA contract could be increased to include more grant work. Commissioner Johnson said that currently departments such as Public Health, Highway, Sheriff's Office, and others were actively perusing grants on their own on behalf of their departments. Commissioner Severson said he saw the need for a County administrator not only to do grant work, but also to help with day to day administrative duties.

Commissioner Myhre said he had received some phone calls from Houston County residents who were both for and against the use of high powered rifles for hunting in Houston County.

Commissioner Johnson said the local extension office was interested in expanding the hours of one of their support staff from .75 to full time. He said if this were to happen they would no longer need a summer intern. The summer intern budget was \$2,300.

There being no further business at 9:42 a.m., a motion was made by Commissioner Burns, seconded by Commissioner Myhre motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on June 13, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 6/08/2023 for the 6/13/2023 Board Meeting

Person requesting appointment with County Board: Martin Herrick

Issue:

Public hearing for the TKDA presentation of the Houston County Comprehensive Land Use Plan

Justification:

Action Requested:

Hold the public hearing

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
Recommendation:			
Decision:			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Notice is hereby given that Houston County will conduct a public hearing pursuant to Minnesota Statutes 394.26 to receive comments regarding its draft Comprehensive Plan. The public hearing will take place during the Houston County Board of Commissioners meeting on June 13th at 9:00 AM in the Houston County Commissioners Room, Houston County Historic Courthouse, located at 304 South Marshall Street, Caledonia, Minnesota.

A copy of the draft plan may be viewed prior to the meeting at <https://tinyurl.com/HoustonCountyLandUse> or by contacting Environmental Services Director Martin Herrick at Comp.Plan@co.houston.mn.us.

Date received	Comment	PMT Direction
4/24/2023 2:00 PM	I still feel that if I am a landowner(farmer) that I should be given an exemption to build a home on less than 40 acres. i.e., if the farmer has owned and operated an active farm for more than say 20 years that they, the farmer should be given the ok to build a new home on less than 40 acres. So, if I want to retire from farming after decades of farming, I should be able to reward myself to build on home my own land without the 40-acre requirement.	No changes to Plan required.
4/24/2023 8:16 PM	Agree with the draft comprehensive land use plan. We need to preserve our agriculture and recreational land. Thank you for sharing this.	No changes to Plan required.
5/15/2023 1:04 AM	<p>Would like to see a review of setback requirements of existing property lines.</p> <p>What is the counties position regarding motorized equipment on the Root River. the draft mentions canoes, kayaks and paddle boards are the acceptable watercraft. motorized equipment Would seem to promote erosion of the riverbanks. We have seen boats and jet skis on the Root River.</p> <p>regarding preservation of clean waterways, what type of policies could be established to protect these wonderful trout streams in our county. For example, cattle drinking from the creek/stream.</p>	No changes to Plan required.
5/11/2023	The plan should encourage multi-level housing/mixed use in existing developed areas.	No changes to Plan required.
6/6/2023 8:40pm	<p>I feel Houston County should maintain the limit of one dwelling to a 40-acre parcel.</p> <p>Thank you.</p>	No changes to Plan required.

**HOUSTON COUNTY
AGENDA REQUEST FORM
June 13, 2023**

Date Submitted: June 8, 2023
By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- NONE

APPOINTMENT REQUEST

- NONE

HR CONSENT AGENDA REQUEST

Environmental Services

- **Change the employment status of Martin Herrick, Environmental Services Director, from probationary to regular, effective 06/14/2023**

Public Health & Human Services

- **Approve creating the positions of Lead Child Support Officer, B25 and Lead Eligibility Worker, B25**
- **Approve initiating an internal search for a Lead Child Support Officer (no additional FTE)**
- **Approve initiating an internal search for a Lead Eligibility Worker (no additional FTE)**

Reviewed by:	<input checked="" type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer
	<input type="checkbox"/> IS Director	<input checked="" type="checkbox"/> PHHS
		(indicate other dept)
	<input type="checkbox"/> County Attorney	<input type="checkbox"/>
Recommendation:	<input checked="" type="checkbox"/> Environmental Svcs	
Decision:		

Houston County Agenda Request Form

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Date Submitted: 6/06/2023 for the 6/13/2023 Board Meeting

Person requesting appointment with County Board: Martin Herrick

Issue:

Winona County is authorized by the MPCA as the regional Household Hazardous Waste Program for Houston County. Tracking, reporting and program payments for household hazardous wastes, paint care materials and pesticides are facilitated by Winona County through this contract. This also allows Houston County to use the State of Minnesota's hazardous waste generator status reducing liability and reporting as well as accessing the state contracts for these activities.

Also included is the joint powers agreement between Winona County and the MPCA, the SOP for notification of program changes and Houston County's authorization to sign hazardous waste manifests.

Justification:

Action Requested:

Approval of the contract extension between Houston and Winona Counties for the Operation of a Household Hazardous Waste Management Program.

For County Use Only						
Reviewed by:	_____	County Auditor	_____	County Attorney	_____	Zoning Administrator
	_____	Finance Director	_____	County Engineer	_____	Environmental Services
	_____	IS Director	_____	Other (indicate dept)	_____	
<u>Recommendation:</u>						
<u>Decision:</u>						

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

**Contract between
Winona County (AP)
and Houston County (PC)
for the
Operation of a Household Hazardous
Waste Management Program**

RECITALS

1. The Minnesota Pollution Control Agency is required by Minn. Stat. § 115A.96 to establish a statewide program to manage household hazardous wastes (HHW).
2. Minn. Stat. § 115A.96, subdivision 3, provides that the statewide program may be provided directly by the MPCA or by contract with public or private entities.
3. The Authorized County has established a contract with MPCA. The Participating County wishes to participate in the statewide household hazardous waste program in order to further the goals protecting the environment and the public health as articulated in the Waste Management Act and the Participating County's Solid Waste Plan.
4. A Management Facility will accept HHW and may also accept VSQG wastes and Other Program Wastes in accordance with the terms set forth in this Contract.
5. The parties wish to allocate the duties, risks and responsibilities resulting from operation of the Local and Regional Programs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Winona County and Houston County enter into the following Contract:

1.0. PARTIES

The parties to this contract are:

- 1.1. The Authorized Program: Winona County (hereinafter "AP") and
- 1.2. Participating County: Houston County (hereinafter "PC")

2.0. INTRODUCTION

This is a contract between the AP and PC describing the terms under which a Local Program and a Regional Program shall be established and operated according to guidelines and procedures established by the Minnesota Pollution Control Agency (MPCA) and all other laws, rules and regulations. The Local Program shall be funded within the limitations and conditions of this Contract.

3.0. DEFINITIONS

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

- 3.1 **Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the MPCA to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with the MPCA/AP Joint Powers Agreement.
- 3.2 **Authorized Transporter or Authorized Transporters.** A transporter or transporters authorized by the MPCA to transport Program Wastes to Authorized Facilities in accordance with Section 11.5 of the MPCA/AP Joint Powers Agreement.
- 3.3 **Participating County (“PC”).** The county or other governmental unit listed in Section 1.2 of this Contract.
- 3.4 **State ID Number.** The site-specific number a generator must obtain from the Minnesota Pollution Control Agency (MPCA) prior to transportation, treatment, storage, or disposal of any hazardous waste in accordance with Section 7.2 of the MPCA/AP Joint Powers Agreement.
- 3.5 **Event Collection.** A collection site temporarily designed and set up to safely and efficiently collect and package program waste for reuse or for transportation to a permanent management facility or permitted waste management facility.
- 3.6 **Hazardous Waste.** Waste as defined in Minnesota Statutes, Section 116.06, subdivision 11.
- 3.7 **Household** Household as defined in Minnesota Statutes, Section 115A.96, subdivision 1 (a)
- 3.8 **Household Hazardous Waste (HHW).** Waste as defined in Minnesota Statutes, Section 115A.96, subdivision 1(b).
- 3.9 **Local Management Facility (Local Household Hazardous Waste Management Facility)**
The portion of the Local Program that consists of one or more Management Facilities operated by the PC, whether directly or by contract.

- 3.10. Local Program (Local Household Hazardous Waste Management Program)** The household hazardous waste program operated by a PC, which includes a household hazardous waste education and waste reduction program for Local Program residents and which may include a Local Management Facility.
- 3.11 Local Service Area.** The area within which the PC provides a Local Program, which shall be as follows: Houston County.
- 3.12 Management Facility.** One or more permanent, temporary, mobile, satellite, or event collection sites located in the service area that accept Program Waste for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.
- 3.13 MPCA/AP Joint Powers Agreement.** The agreement between the Minnesota Pollution Control Agency and the Authorized Program for the Operation of a Household Hazardous Waste Program for this period ending December 31, 2022, included as Attachment 1 and made a part of this Contract, together with any subsequent amendments.
- 3.14 Program Wastes.** Wastes generated within the Local Service Area, which may be accepted at a Management Facility. These wastes shall include Household Hazardous Wastes, and may include Other Program Wastes and/or VSQG wastes in accordance with Section 7.3 of the MPCA/AP Joint Powers Agreement.
- 3.15. Operations Manual.** The Standard Operating Procedures published by the MPCA that were developed to provide guidance for establishing and operating the Local and the Regional Programs.
- 3.16. Optional Program Wastes.** Wastes listed in Section 7.3 of the MPCA/AP Joint Powers Agreement that the PC desires to accept at the Management Facility which can be commingled with HHW and managed under the ID Number acquired through the MPCA pursuant to Section 6.1.1.1 of this contract.
- 3.17. Reciprocal Use Agreements.** Agreements entered into by the AP allowing use of a Regional Management Facility for Program Waste generated outside the Regional Service Area, or by the PC with the consent of the AP allowing use of a Local Management Facility for Program Waste generated outside the Local Service Area. Such Agreements shall provide the terms and conditions of the use of the Management Facilities, including any fees charged.
- 3.18. Regional Management Facility** The portion of the Regional Program that consists of one or more Management Facilities operated by the AP, whether directly or by Contract.

- 3.19. Regional Program** The Program operated by the AP & the MPCA which shall include the following major elements: (1) a household hazardous waste education and waste reduction program; and (2) a Management Facility or facilities; and (3) the Local Programs. Any or all components of the Regional Program may be provided by the AP directly or by the PCs through the Local Programs within the Regional Service Area.
- 3.20. Regional Service Area.** The area within which the AP provides a Regional Program as defined in Section 2.31 of the MPCA/AP Joint Powers Agreement.
- 3.21. Authorized Program (AP).** The lead county or governmental unit listed in Section 1.1 of this Contract.
- 3.22. State Contracts.** Contracts entered into by the MPCA and that are made available for the management of program wastes. These include: Hazardous Waste Management, Fluorescent Lamp, Lamp Ballast and Mercury Containing Materials and Residuals Transportation and Management, Used Electronics and Electronic Component Recycling and Management, and Used Oil, Filter, Absorbent and Antifreeze Management.
- 3.23. State Contractor Services.** Hazardous waste management services which are performed for Local Program and/or Regional Program activities and made available by the MPCA through its contracts with hazardous waste management firms. Hazardous waste management services include supplying materials, receiving and sorting Program Waste, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 3.24. State Hazardous Waste Rules.** The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001, as applicable.
- 3.25. Universal Waste.** Universal Waste has the meaning given at Code of Federal Regulations, Title 40, Section 273.9. Minnesota adopted the Federal Universal Waste Regulations in accordance with Minnesota Rules, Chapter 7045.1400.
- 3.26. VSQG or Very Small Quantity Generator.** A Hazardous Waste generator who is classified as a VSQG in accordance with Minnesota Rules pt. 7045.0206 and who has not lost VSQG status due to quantity of generation or over-accumulation. Businesses seeking VSQG disposal will deliver and ship waste through the AP.

4.0. GENERAL HOUSEHOLD HAZARDOUS WASTE PROGRAM REQUIREMENTS

- 4.1. Goal.** The goal of the Regional Program is to provide environmentally sound and safe management options for Program Wastes and to encourage, to the extent feasible, reduction, reuse, recycling and safe storage and management of Program Wastes.
- 4.2. Local Program Requirements.** The PC agrees to establish and operate a Local Program in accordance with the conditions and requirements set forth in this Contract and all applicable statutes, rules, and regulations. In addition, the PC shall operate the Local Program according to the terms of the MPCA/AP Joint Powers Agreement (Attachment 1) and the MPCA Operations Manual.
- 4.3. Regional Program Requirements.** The AP agrees to establish and operate a Regional Program in accordance with the conditions and requirements set forth in this Contract and all applicable statutes, rules and regulations. In addition, the AP shall operate the Regional Program according to the terms of the MPCA/AP Joint Powers Agreement and the MPCA Operations Manual.
- 4.4. Notification of Program Changes.** The PC shall notify the MPCA and the AP within 30 days of any program changes. Notification requirements for all temporary and event collection activities shall be submitted at least 30 days prior to the event. Compliance with this section shall satisfy the requirements of Minn. Rules Part 7045.0310, Subp. 2. The PC may use SOP 3.1, Notification of Program Changes, included as Attachment 2 and made part of this contract, to provide notification information.
- 4.5. Annual Reporting.** In addition to any other reports required under other agreements, the PC shall submit to the AP participation information and all other annual report information requested by the AP by February 1 of each year. The PC shall enter into the State reporting system (currently known as ReTrac) the information related to the operational, financial and educational aspects of the local program or any other information required by the MPCA. Failure to provide the required information to the MPCA by April 1 of each year may result in your stipend being forfeited.
- 4.6. Record Keeping.** The AP agrees to maintain all records pertaining to this agreement at Winona County for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention. The AP further agrees that the AP's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this agreement are subject to the examination, duplication, transcription and audit by the PC and either the Legislative or State Auditor, pursuant to Minnesota Statute 16C.05 subdivision 5. Such evidence are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this agreement.

5.0. EDUCATION AND WASTE REDUCTION PROGRAM

5.1. Education and Waste Reduction Program. An education and waste reduction program shall be provided in accordance with Minnesota Statutes 115A.96, Subdivision 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 education program shall include the following:

5.1.1. Public Information and Educational Materials The education and waste reduction program shall promote identification and proper management of Program Wastes and methods of waste reduction, utilizing local media, public presentations, classroom education, solid waste haulers, retailers and other avenues the PC and AP deem appropriate. Public Education materials shall be provided for the Local Service Area which describe Management Facility operational information, including: location, collection dates and hours, wastes accepted and local contact numbers. Public Education materials could include press releases, newspaper articles, mailings, brochures or fact sheets.

AP Duties:

Assist PCs in administering their Education and Waste Reduction Program as requested.

PC Duties:

Operate a broad based public education program regarding Program Wastes in accordance with Minnesota Statutes 115A.96, Subdivision 6(a).

6.0. OPERATION OF MANAGEMENT FACILITIES

6.1. Waste Acceptance and Management. Management Facilities shall be operated to accept and manage Program Wastes in accordance with all applicable rules, regulations, standards, permit requirements and the Operations Manual. If a Management Facility is privately owned or operated, the private owner or operator shall be required to meet the conditions and requirements set forth in this Contract and the Operations Manual.

6.1.1.1 Operation of Local Management Facilities. Optional Program Wastes.

The PC may collect, store or otherwise handle the Optional Program Wastes listed below upon obtaining all applicable governmental approvals and with consultation and written approval of the AP. The PC may commingle said wastes with HHW and manage said wastes under the State ID Number acquired by the State, if the wastes are managed in accordance with all applicable rules, regulations, permits, policies and the Operations Manual. The Operations Manual shall be amended to address any additional hazards or safety concerns related to the management of these additional wastes.

6.1.1.1.1 Optional Program Wastes. The following Optional Program Wastes may be accepted, commingled with HHW and shipped under the MPCA's State ID Number:

(a) HHW collected outside the Local Service Area and which is accepted in accordance with Minn. Rules pt. 7045.0310, subp. 6, and pursuant to a Reciprocal Use Agreement;

(b) Abandoned wastes which the PC agrees to manage;

(c) Universal wastes, as determined by the MPCA, including but not limited to: fluorescent or high-intensity discharge lamps, mercury-containing devices, cathode ray tubes, PCB ballasts or capacitors, and batteries; and

(d) Non-household waste pesticides as defined in Minn. Stat. § 18B.01, subd.31a, provided that the PC has received approval from the Minnesota Department of Agriculture for waste pesticide management.

6.1.1.2. Non-Household Hazardous Waste. The Local Program shall not accept non-household Hazardous Waste or Optional Program Wastes set forth in Section 6.1.1.1.1 of this Contract. Nothing in this contract is intended to preclude the collection, management or storage of waste other than Program Waste at the Local Management Facility, provided that the PC neither commingles the waste with Program Waste nor uses the MPCA's State ID Number when shipping said waste.

6.1.1.3. Reciprocal Use Agreements. The PC may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of the Local Management Facilities with the prior approval of the AP. The PC may enter into a Reciprocal Use Agreement with a county or governmental entity outside of the State of Minnesota only with the prior approval of the MPCA and the AP. The AP may enter into reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of the regional Management Facilities without approval of the PC.

6.1.2. Approval to Store Waste More than 90 Days or Receive Waste from another Management Facility. The PC, in consultation with the AP and in accordance with the MPCA/AP Joint Powers Agreement, may apply to the MPCA for approval to store waste for greater than 90 days or receive waste from another management facility at a Local Management Facility with proper governmental approvals. The PC shall not store Program Waste for more than 90 days and/or accept Program Waste from other management facilities until approval has been received from the MPCA.

6.1.3. Alternative Management of Program Waste. The PC, in consultation with the AP and in accordance with Section 10 of the MPCA/AP Joint Powers Agreement, may apply to the MPCA for approval to treat Program Waste on-site at a Local Management Facility or manage Program Waste at a facility not regulated pursuant to Minn. Rules pts. 7045.0208, subp. 1, or 7045.0310 (alternative management facility). The PC shall not treat Program Waste on-site or deliver Program Waste to an alternative management facility unless authorized pursuant to this section 6.1.3. or until approval has been received from the MPCA.

Treatment and alternative facility management methods which do not require approval of the MPCA are:

- (a) Reuse, bulking of paints (including paint in aerosol containers), solvents, fuels, adhesives, used or waste oil and antifreeze;
- (b) Management of any waste that does not exhibit the characteristics of or is not listed as a hazardous waste under MPCA rules; and
- (c) Any specific management method previously approved in writing by the MPCA for the Program.

6.1.4. Required Equipment and Inspections. In accordance with all applicable regulations, the MPCA/AP Joint Powers Agreement and the Operations Manual, the PC shall arrange for the provision, inspection, maintenance and record keeping for all the safety equipment, personal protective equipment and other equipment necessary for Management Facility operations.

6.1.5. Closure. The PC is responsible for proper closure of a Local Management Facility in accordance with all applicable rules and regulations, the Operations Manual, and Section 13 of the MPCA/AP Joint Powers Agreement. If approval to accept and store waste has been received pursuant to Section 6.1.2. of this Contract, the PC shall arrange for the proper closure of the Local Management Facility in accordance with the terms of said approval.

6.1.6. Allocation of Specific Duties

AP Duties:

Serve as the liaison between the PC and the MPCA; and

Bill the PC for the PC's prorated share of the cost of disposal of all Program Wastes disposed of at the Regional Facility, which is billed directly to the AP by the Contractor.

PC Duties:

Operate the Local Facility according to the Operations Manual;

Procurement of all necessary safety equipment, personal protective equipment and other equipment for Local Facility operations, as required herein and as outlined in the Operations Manual;

Designate staff for Local Facility Activities;

Ensure that all staff performing duties related to Local Facility activities are properly qualified and trained.

Encourage the exchange of usable products. The MPCA provides guidelines on product exchange procedures in SOP 4.15 of the Operations Manual.

6.2. PC Use of the Regional Facility. The AP shall accept Program Waste at the Regional Management Facility. The Regional Management Facility shall accept Program Waste collected at a Local Management Facility and may accept Program Waste delivered directly by a waste generator. The AP may restrict the types of Program Waste accepted at the Regional Management Facility upon written notice to the PC.

6.3. Management and Disposal of Program Waste.

6.3.1. State Provision of EPA ID Numbers for Management Facilities

6.3.1.1. MPCA Acquisition of EPA ID Numbers and Tracking. Upon request, the MPCA shall complete the "Notification of Regulated Waste Activity" form and acquire the State ID Number solely in the name of the MPCA for each Local Management Facility that requires a State ID Number. The State ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility. The MPCA shall track the uniform hazardous waste manifests. The MPCA hereby authorizes the PC's Authorized Representative, or his or her designee, to sign manifests on behalf of the MPCA. The PC's Authorized Representative shall provide written documentation to the MPCA demonstrating that its staff and its contractor staff have been certified by their employer to sign manifests in accordance with Minnesota Department of Transportation (DOT) regulations CFR Title 49 172.704 and with applicable Hazardous Waste regulations.

6.3.1.2. State Contractor's Acquisition of EPA ID Number. The PC may request the State Contractor to obtain the State ID Number in the name of the State Contractor in accordance with Section 4.5.6.d of the State of Minnesota Hazardous Waste Management Contract or the secondary State of Minnesota Hazardous Waste Management Contract.

6.3.1.3. Contract Termination. If this contract is not renewed or terminates and the PC continues to operate a Local Management Facility, the PC or its contractor shall cease to use the EPA ID Number acquired by the MPCA and shall obtain its own State ID Number. Within 30 days of non-renewal of the contract or if permanent closure of a Local Management Facility, the PC shall notify the MPCA of the Local Management Facility's EPA ID Number and the location of the Local Management Facility.

6.3.2. Contractor Services.

6.3.2.1. State Contractor Services. Pursuant to the MPCA/AP Joint Powers Agreement, the MPCA makes available State Contractor Services and requires the State's Authorized Transporter to meet the conditions and requirements set forth in the State Administration Contract, the MPCA/AP Joint Powers Agreement and the Operations Manual. Except as may be provided in other agreements between the parties, the PC shall pay for the cost of State Contractor Services in accordance with the terms of the contracts with the State's Authorized Transporter.

6.3.2. On-Site Contractor Services. The PC may use Non-State Contractor services for the operation of a Management Facility. **Hazardous Waste Management, Transportation, Recycling and Disposal Facility Use and Authorization.**

6.3.3.1. Waste Transportation and Disposal. Pursuant to the MPCA/AP Joint Powers Agreement, the MPCA, through its State Administration Contracts, 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 anytime thereafter, to avoid liability to the PC or any participating Local Management Facility. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements and the MPCA/AP Joint Powers Agreement.

6.3.3.2. Waste Disposal Out of State. Waste disposed of by qualified out-of-state facilities or mobile collection contractors other than the State's Authorized Contractor for Household Hazardous Waste Management is not covered by the Statutory and Contractual indemnification for potential liability. The La Crosse County Household Hazardous Waste Facility shall be considered a qualified out-of-state facility for the purposes of this contract.

6.4. MPCA Technical Assistance

6.4.1. The PC may request the MPCA to provide the following technical assistance:

6.4.1.1. Training Program.

6.4.1.1.1. Standard Operating Procedures. The MPCA shall work with the PC to develop and make available generic standard operating procedures. Both the PC and AP 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.

6.4.1.1.2. Management Facility Operations Training. The AP shall provide notification to the PC of the training requirements and opportunities for all persons who will operate Management Facilities. This training program, provided by the MPCA on at least an annual basis, includes: 24 hour OSHA Initial Safety and Health, annual OSHA Safety and Health refresher and Hazardous Categorization, Minnesota Department of Transportation initial and refresher.

6.4.1.2. On-Site Operation and Safety Consultations. The PC may request the MPCA to perform on-site evaluations of conformance with operational and safety standards applicable to Management Facilities. The MPCA, in consultation with the PC, develops a schedule and procedures for conducting evaluations and follow-up. The PC shall provide copies of the results of the evaluation to the AP.

6.5. Mobile Collection Events

6.5.1. Mobile HHW Event Collections. The parties agree that no event collections will occur until the PC has complied with all regulations and all appropriate sections of the Operations Manual.

6.5.2. Local Event Collection Schedule. The PC and AP shall determine, by April 1 of each year, the number of Local Mobile Event Collections to be conducted that calendar year.

6.5.3. Allocation of Duties for Mobile Event Collections

Since Houston County has elected to contract with La Crosse County for their mobile event collections, Winona County as the AP will perform the following duties:

AP Duties:

- Serve as main liaison between MPCA and PC.
- Send survey results or summary to the MPCA with annual report.

PC Duties:

- Notify the MPCA of intended collection dates for sites approved by the AP at least 30 days prior to the proposed dates.
- Follow the guidelines established in SOP 4.16 “Event Collection Site Management”. This document can be found on the MPCA’s website.

6.6 Waste Pesticide Management

Winona County will include Houston County in the State of Minnesota Cooperative Agreement for Waste Pesticide Management with the Minnesota Department of Agriculture subject to the financial reimbursement limitations for Houston County as provided by the Minnesota Department of Agriculture. A \$300.00 fee for pesticide management will be deducted from the PC’s portion of the Operational Stipend.

7.0. FINANCIAL ARRANGEMENTS

7.0.1. The PC is responsible for fulfilling reporting and financial obligations to its AP in accordance with this Contract. The AP is responsible for fulfilling its reporting and financial obligations to the PC, and to the MPCA in accordance with the MPCA/AP Contract. Payment amounts are not guaranteed. The MPCA may periodically adjust the amount payable to AP, based on the total funds made available for distribution by the MPCA. There is no minimum payment guaranteed by this agreement.

7.0.2. The AP will provide the PC with an annual operational stipend in the same proportions as those received by the AP from the MPCA and distributed by the AP to the PC. Any other services provided by the AP will be billed at the hourly rate with benefits including any supplies utilized to perform the duties requested.

7.0.3. Reporting, Invoicing, & Reimbursement for Product Stewardship Activities
PC will provide AP with all required information and comply with the applicable terms outlined in Sections 3.5, 3.6, and 3.7 of the MPCA/AP Joint Powers Agreement to receive PC’s reimbursement for product stewardship activities. AP will remit said funds to PC upon receipt.

8.0 GENERAL CONDITIONS

8.1 Legal Authority. This contract is made under the County authority of Minn. Stat. §§ 375.21, 473.801 through 473.834 and 471.59 and Minn. Stat. Ch. 400. (Please note: Minn. Stat. § 471.59 may not apply in all situations. (Additional authorities may be cited depending on the entity entering into this contract).

8.2. Authorized Representative and Administrator.

The AP's authorized representative for administering this contract is Kay Qualley, Planning and Environmental Services Director, 203 West Third Street, Winona, MN 55987, kqualley@co.winona.mn.us, 507-457-6337, or their successor.

The PC's authorized representative for administering this contract is Martin Herrick, Environmental Services Director, 304 S. Marshall Street, Caledonia, MN 55921, mherrick@co.houston.mn.us, 507-725-5800, or their successor.

Each party agrees to notify the other party in writing if their authorized agent is changed.

8.3. Interpretation of Contract. This contract and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.

8.4. Term of Contract. This contract shall be effective upon such date as it is fully executed and shall remain in effect until December 31, 2027, unless earlier terminated as provided herein. It is the intent of the parties that termination or expiration of this contract shall not relieve the parties of the obligations assumed under this contract 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 contract and to defend, indemnify and hold harmless the other party pursuant to Section 5.12.

8.5. Cancellation. This contract may be canceled by the AP or the PC with or without cause in writing given not less than sixty (60) days before the effective date of the cancellation. If this contract is canceled, the financial arrangements outlined in Sections 8.0 and 9.0 will prevail for all expenses incurred prior to the effective date of the cancellation, and the PC shall repay to the AP within sixty (60) days after cancellation all unspent or improperly spent funds.

8.6. Funding. In the unlikely event that there are insufficient funds appropriated by the Legislature to allow the MPCA to perform each of its duties and obligations under this contract, the MPCA shall use its best efforts to obtain an increased appropriation from the Minnesota Legislature in sufficient amounts to allow it to fulfill said duties and obligations.

8.7. Assignment. The parties shall neither assign nor transfer any rights or obligations under this contract without the prior consent of the other party.

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

8.9 Data Practices. For purposes of this agreement, all data created, collected, received, stored, used, maintained, or disseminated by the AP in the performance of this agreement is subject to the requirements and restrictions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and the Minnesota Rules implementing the act now in force

or hereafter adopted as well as the federal laws on data privacy and the AP must comply with those requirements as if it were a government entity. The remedies in Minnesota Statute 13.08 apply to AP does not have a duty to provide access to public data to the public if the public data is available from the government agency (county) except as required by the terms of this agreement. All sub agreements shall contain the same or similar data practices compliance requirements.

8.10 Dispute Resolution.

Claims, disputes, or other matters of less than \$2,500 in value between the PC and the AP arising out of or relating to this Contract shall be subject to and decided by non-binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association currently in effect unless the PC and the AP agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Contract and with the American Arbitration Association. A demand for arbitration shall be made within ninety (90) days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by applicable statute of limitations.

No arbitration arising out of or relating to this Contract shall include by consolidation, joinder, or in any other matter, an additional person or entity not party to the Contract, except by written consent containing a specific reference to this Contract signed by the parties to this Contract and any other person or entity sought to be joined. Consent to arbitration involving an additional entity or person shall not constitute a consent to arbitration of any claim, dispute, or other matter in question not described in the written consent or with a person or entity not named or described therein.

The foregoing agreement to arbitrate, other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

- 8.11. Affirmative Action.** The Participating County shall comply with the affirmative action provision of Minn. Stat. § 363A.36 and any applicable rules promulgated thereunder.
- 8.12. Amendments.** Any amendments to this contract shall be in writing and shall be executed by both parties.
- 8.13. Liability.** It is the intent of the parties that any liability which may arise as a result of activities contemplated by this contract be governed according to the following provisions:

8.13.1. 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 contract 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 8.13.

8.13.2. Liability between the AP and the PC. The parties agree that they each will be responsible for their own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party and the results thereof. It is the intention of the parties that the AP and any PC, as a third party beneficiary of this contract, and their employees, agents, and elected officials shall not be liable for obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, related to or resulting in any manner from the transportation, management or disposal of Program Waste occurring at the time the Program Waste comes into the possession of the State's Authorized Contractor and any time thereafter, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act and the Minnesota Environmental Response and Liability Act, all as amended from time to time, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations, but that all such liability shall rest with MPCA providing, however, that such liability not arise from the acts and omissions of the PC and any AP.

Waste disposed of by facilities or mobile collection contractors other than those operated by Houston County or the State's Authorized Contractor for Household Hazardous Waste Management is not covered by the Statutory and Contractual indemnification for potential liability. Houston County agrees that by their use of a contractor other than the State's Authorized contractor for Household Hazardous Waste management, they understand the provisions of 115a.96, Subpart 7 and Sections 11 and 20 of the HHW/AP Joint Powers Agreement do not apply.

It is the intention of the parties that MPCA shall be primarily responsible for investigating and resolving matters related to the failure of the States' waste management contractors to perform contract services in accordance with the terms of the State's waste management contracts, including: the Hazardous Waste Management Primary Contracts; the Hazardous Waste Management Secondary Contract; the Hazardous Materials: Fluorescent/HID Lamps, Ballasts and Mercury Products: Recycling and Disposal Contract; and the Computers/Electronics Recycling and Waste Management Contract.

The MPCA agrees to include terms, in substantial conformity with the following provisions, in any State waste management contract developed for use by the HHW program operated by any Authorized County or any Participating County whereby a) the Contractor shall indemnify, defend, with the approval of the Minnesota Attorney General, and hold harmless the Contract users, their officials, employees, and agents with respect to any claims, demands, actions, damages, costs, and expenses, including reasonable attorney's fees, resulting from any act, error, or omission of the Contractor, its officials, employees, agents, subcontractors, or

sub-subcontractors at any level. However, the Contractor shall not be responsible for the negligent acts, errors, or omissions of the Contract users, their officials, employees, agents, or subcontractors; and b) the Contractor shall indemnify, defend, with the approval of the Minnesota Attorney General, and hold harmless the Contract users, their officials, employees, and agents with respect to any claims, demands, actions, damages, costs, and expenses, including any reasonable attorney's fees, arising out of any pollution, environmental damage, or adverse effects on the environment with respect to waste after acceptance of the waste materials by, or while waste materials are in the possession of, the Contractor, its officials, employees, agents, subcontractors, or sub-subcontractors at any level. However, the Contractor shall not be responsible for the negligent acts, errors, or omissions of the Contract users, their officials, employees, agents, or other subcontractors.

In the event that common counsel is provided to defend the PC, the PC agrees that: (1) it will not claim or assert that, based solely on common counsel's past or present representation of the PC, said counsel has a conflict of interest in performing legal services under this section; (2) it will not claim or assert that, based solely on common counsel's representation under the terms of this contract, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending; and (3) in the event that any conflict develops in the representation of the PC under this section, the PC may consent to that common counsel's continued representation of the PC or the PC may retain, at the PC's sole expense, its own counsel.

Nothing in this Section 8.13.2. is intended to act as a waiver or limitation of any law, as provided in Section 8.13.1. above. Further, nothing in this Section shall bar any legal remedies that one party may have against another for failure to fulfill its obligations pursuant to this contract.

8.13.3. No Waiver. Nothing in this contract is intended to waive or limit the provisions of the Tort Claims Act, Minn. Stat. § 3.736, or Minn. Stat. § 466.02, or any other law, legislative or judicial, which limits governmental liability.

8.13.4. Funding. In the event that the Authorized County or any Participating County incurs a judgment, award, or settlement obligation or is held responsible for the costs of remedying environmental pollution or damage, all as related to the HHW Program, arising from other than the Authorized County's or Participating County's own acts or omissions, MPCA agrees to use its best efforts to obtain an appropriation from the Minnesota Legislature to reimburse the Authorized County or Participating County for the judgment, award, settlement obligation, and cost to remedy and for any costs incurred by the Authorized County or Participating County for its defense.

HOUSTON COUNTY

WINONA COUNTY

Houston County Board Chair

Winona County Board Chair Signature

Print Name

Print Name

Date

Date

Attest: _____
Name _____:
Title _____

Attest: _____
Maureen Holte
Winona County Administrator

Date

Date

LIST OF ATTACHMENTS

- 1. MPCA/AP Joint Powers Agreement
- 2. SOP 3.1 "Notification of Program Changes"

Approved as to form this _____ day of _____, 2023.

Winona County Attorney's Office

Approved as to execution this _____ day of _____, 2023.

Winona County Attorney's Office



Agreement for the Operation of a Household Hazardous Waste Program

State of Minnesota
Doc Type: Contract/Grant

SWIFT Contract Number: 222631

AI: 200865

Activity ID: PRO20220001

A. COVERSHEET WITH SIGNATURES

1. ORGANIZATION INFORMATION	
Name	Winona County Household Hazardous Waste
2. ORGANIZATION AUTHORIZED REPRESENTATIVE	
Name	Kay Qualley, Planning & Environmental Services Director
Address	202 West Third St
City, State, ZIP code	Winona, MN 55987
Phone Number	507-457-6520
Email	kqualley@co.winona.mn.us
3. MPCA ("State") AUTHORIZED REPRESENTATIVE (SAR)	
Name	Jennifer Volkman
Address	520 Lafayette Road North
City, State, ZIP code	St. Paul, MN 55155
Phone Number	651-757-2801
Email	jennifer.volkman@state.mn.us
4. ORGANIZATION SIGNATURE	
<p>SIGNATURE OF OFFICIAL WITH AUTHORITY TO SIGN:</p> <p>NAME Karin Sonneman</p> <p>TITLE County Attorney</p> <p>DocuSigned by:</p> <p>SIGNED <u><i>KARIN L. SONNEMAN</i></u> DATE: <u>April 12, 2023</u></p> <p style="font-size: small; margin-left: 20px;">D753913A839D432...</p> <p>NAME Chris Meyer</p> <p>TITLE Winona County Board Chairman</p> <p>DocuSigned by:</p> <p>SIGNED <u><i>Chris M Meyer</i></u> DATE: <u>April 12, 2023</u></p> <p style="font-size: small; margin-left: 20px;">D753913A839D432...</p> <p>I certify I have read the Agreement and will comply with all provisions including additional state, local, federal regulations and policies governing the funding that apply to my organization.</p>	

STATE OF MINNESOTA

AGREEMENT FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE PROGRAM

This Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA") and Winona County Household Hazardous Waste, State of Minnesota, 225 West Second St., Winona MN 55987 ("Regional Program").

B. RECITALS

WHEREAS, this Agreement is made pursuant to the MPCA's authority under Minn. Stat. §§ 115A.46, 115A.96, and 116.03, and the Regional Program's authority under Minn. Stat. § 115A.46 and Minn. Stat. Ch. 400; and

WHEREAS, the MPCA is required by Minn. Stat. §115A.96, subd. 2 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; and

WHEREAS, the MPCA and the Regional Program wish to partner with each other to provide a HHW Program that furthers the goals of waste reduction, reuse and recycling in a manner that protects the environment and public health as articulated in the Waste Management Act, Minn. Stat. Ch. 115A, and the Regional Program's Solid Waste Plan. The HHW Program will comply with all applicable Federal, State, and local rules, regulations, ordinances, and permit conditions; and

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.

The parties agree as follows:

C. AGREEMENT

1. Term of Agreement

1.1 Effective date:

March 6, 2023, or the date the MPCA obtains all required signatures, whichever is later.

1.2 Expiration date:

December 31, 2027, unless earlier terminated by law or in accordance with Clause 20 of this Agreement.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this Agreement: Waste Acceptance and Management, Closure, State Audits, Government Data Practices, Liability and Indemnification, Governing Law, Jurisdiction, and Venue, and Data Disclosure.

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.

- 2.16 State Contractor Services.** Waste management services performed in accordance with a State Contract listed in 2.15 for HHW Programs. Waste management services include supplying materials, receiving and sorting Program Wastes, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 2.17 State's Authorized Transporter.** Has the same meaning as the "Agency's Authorized Transporter" in 2.1.
- 2.18 Very Small Quantity Generator or VSQG.** A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. R. 7045.0292, subp. 6.
- 2.19 VSQG Collection Program.** (VSQG Program) A program operated in accordance with Minn. R. 7045.0320, to collect hazardous waste from VSQGs.

3. Funding, Payment, and Annual Reporting

3.1 Payment

- 3.1.1.** Payment amounts will be distributed according to Clause 3.2-3.5 or Clause 3.1.2. 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.** HHW Projects. If the MPCA enters into contracts with a third-party funding entity or determines that a portion of any grants or additional appropriations received by the MPCA should be provided to the Regional Program to fund work that is completed by the Regional Program, the Regional Program shall be reimbursed per this Agreement, or other allocation formula developed to distribute additional money, at the sole discretion of the MPCA.
- 3.1.3** All services provided by the Regional Program under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Regional Program will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

3.2 Funding Terms for Regional Program Operation.

- 3.2.1** This Clause describes the method used to determine the amount paid to the Regional Sponsor for the purpose of reimbursing a Regional Program.
- 3.2.2** The MPCA shall determine, each fiscal year, the total amount to be allocated to the Regional Programs for providing a HHW Program; the "Base Funding Amount". The MPCA agrees to reimburse each Regional Program for a portion of its Regional 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.

+

[(Supplemental Funding Amount x ½) x (Total Qualified Participating Households delivering waste to the Regional Program/Total Qualified Participating Households delivering waste to all Regional Programs)]

3.4 Determining Qualifying Households

3.4.1 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.
- Waste that is abandoned at a facility or collection location may be counted as one participant if properly documented. No more than 3% of total participation may be accounted for in this manner.

3.4.2 Participants that do not meet the criteria of Qualified Participating Households:

- Participants that deliver only the following waste streams: batteries, antifreeze, Polychlorinated Biphenyls (PCBs) ballasts, fluorescent lamps, used motor oil and filters, compressed gas cylinders, pharmaceuticals, sharps, ammunition, fireworks, electronic waste electronics and mercury containing devices.
- Participants that only remove items from product reuse shelves.
- Participants from HHW collection efforts related to natural disasters will be evaluated by the MPCA for qualification on a case-by-case basis.
- Participants who are Very Small Quantity Generators.

3.5 Changes in Regional Affiliation

If a Regional Program or Participating County changes or ends Regional Program affiliation during a state fiscal year, reimbursements will be prorated between the Regional Programs that the Participating County was affiliated with during the fiscal year. Reimbursements will be prorated based on the percentage of the fiscal year that a Participating County was affiliated with a Regional Program and on the number of participants served by the Participating County 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.

3.6 Annual Reporting for Regional Programs

3.6.1 The Regional Sponsor shall enter its calendar year participation, financial, and waste stream data for its HHW and VSQG Programs (Data) into MPCA's HHW and VSQG Report Database (Database), and shall ensure that each Participating County's data is entered as well. Database access information will be provided by the SAR by December 15 of each year. The Regional Sponsor will forward access information to all Participating Counties that enter their own Data, and instruct them on how to enter the Data. The Regional Sponsor will verify that the Data entered for, or by, each Participating County is complete and that the participation totals in the Agency's database match those provided to the SAR on the annual certification form.

develop and implement program specific SOPs based on the generic SOPs. Program specific SOPs shall not be less restrictive than the generic SOPs.

7. Waste Acceptance and Management

- 7.1** The Regional Program 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, the Regional Program shall require the private owner or operator to meet the conditions and requirements set forth in this Agreement.
- 7.2** The Regional Program shall collect, store or otherwise manage HHW and may collect, store or otherwise manage Optional Program Wastes listed in Clause 7.3 upon obtaining all applicable governmental approvals. The Regional Program may manage and commingle said wastes with HHW and manage said wastes under the ID Number obtained by the MPCA. The MPCA shall complete the "Notification of Regulated Waste Activity" to obtain the ID Number solely in the name of the MPCA for each Management Facility that requires an ID Number. The Regional Program shall use the ID Number for transportation and disposal of all Program Wastes collected at a Management Facility. Alternatively, the Regional Program may choose to obtain or retain its own ID Numbers for its Management Facilities.
- 7.3** Optional 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. R. 7045.0310, subp. 6;
 - (b) Hazardous wastes generated by a VSQG;
 - (c) Abandoned wastes that the Regional Program agrees to manage;
 - (d) Federal Universal Waste, defined in 40 CFR § 273.9, and adopted by Minn. R. 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; and
 - (e) Electronic Waste.
- 7.4** At the expiration of this Agreement, or at the time of cancellation of this Agreement by either party, the Regional Program and any of its contractors shall cease to use all ID Numbers obtained by the MPCA. The MPCA will deactivate the ID Numbers. If the Regional Program plans to continue to manifest Hazardous Waste from a Management Facility after expiration or cancellation of this Agreement, the Regional Program shall, within 7 days of expiration or cancellation, submit a "Notification of Regulated Waste Activity" to the MPCA through e-Services at this link: <https://www.pca.state.mn.us/sites/default/files/w-hw5-12.pdf>. The Regional Program shall provide documentation to the SAR confirming that the ID Numbers have been assigned to the Regional Program 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 Waste at the Management Facility, provided that the Regional

thereafter, to avoid liability to the Regional Program and any Participating Counties to the extent allowed by law. 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 the Regional Program, State Contractor Services and shall require the State's Authorized Transporter to meet the conditions and requirements set forth in the State Contracts and this Agreement. Except as may be provided in other agreements between the parties, the Regional Program 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 Regional Program in the procurement of State Contractor Services and in the development of the terms and conditions of the State Contracts.
- 11.3** The MPCA shall help ensure that Contracts developed by State of Minnesota for Program Waste management contain language that extends all contract provisions to members of the Department of Administration's Cooperative Purchasing Venture (CPV). All local units of government and solid waste districts are eligible to join the CPV.
- 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 Contracts listed in Clause 2.15. The MPCA shall notify the Regional Program when it receives notice of a release to the environment by the State's Authorized Transporter.
- 11.5** The provisions of Clause 17 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, the Regional Program shall be deemed to be using the State's Authorized Transporter if the Regional Program contracts directly with the State's Authorized Transporter for Regional Program staffing and wholly incorporates the remaining terms and pricing of a State Contract.
- 11.6** The Regional Program is encouraged, but not required, to use State Contractor Services for the management of Program Waste. If the Regional Program chooses to use a transporter other than the State's Authorized Transporter for the management of Program Wastes, the provisions of Clause 17 of this Agreement shall not apply to such Program Wastes.
- 11.7** The SAR shall provide information to the Regional Program regarding the location of the State Contracts so that the Regional Program can readily access State Contracts for transportation and disposal.

12. Closure

The Regional Program is responsible for proper closure of a Management Facility in accordance with all applicable rules and regulations and Clause 7.4 of this Agreement.

17.1 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.

17.2 State Indemnification. The Regional Program and the State acknowledge and agree that the Regional Program and any Participating 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 Regional Program 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 Regional Program.

18. State Audits

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

19. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. 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.

20. Termination

The State may terminate this Agreement at any time, with or without cause, upon 180 days written notice to the Regional Program. The Regional Program may terminate this Agreement, with or without cause, by providing written notification to the SAR at least 180 days prior to the date of cancellation.

21. Workers Compensation

The Regional Program certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Regional Program's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

22. Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Regional Program consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Regional Program to file state tax returns and pay delinquent state tax liabilities, if any.





SOP 3.1: Notification of Program Changes

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1. Introduction

Changes to the Household Hazardous Waste (HHW) Facility management or operation shall be reported to the State. The person designated to notify the State of program changes is the Facility Manager.

2. Regulatory and contractual requirements

Notification of program change requirements are established in the HHW program and state agency contract (Exhibit B), and Minn. Rules pt. 7045.0320, subp. 2, subp. 5, item I, subp. 6, subp. 7C.

3. Changes in operations

In addition to management or operation change notifications (see Attachment A of this SOP) the designated Facility person shall notify the State prior to implementing the following changes:

- before initiating an HHW management program
- when the program initiates a new waste type acceptance, including:
 1. radioactive waste (other than smoke detectors and uranium salts)
 2. sharps
 3. ammunition, explosives, shock-sensitive materials
 4. pharmaceuticals (controlled substances)
- treating hazardous waste (HW) on-site
- if identification of the responsible party for leaving unauthorized, business, or abandoned waste (HHW programs in greater Minnesota) is discovered
- incidents requiring notification of the Minnesota Duty Officer



Marshall Office | 504 Fairgrounds Road | Suite 200 | Marshall, MN 56258-1688 | 507-537-7146
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

April 28, 2023

Martin Herrick
Houston County Household Hazardous Waste Program
304 South Marshall Street
Caledonia, MN 55921

Dear Mr. Herrick

The purpose of this letter is to authorize the following Houston County staff to sign manifests for hazardous waste collected from the Minnesota Pollution Control Agency/Houston County Hazardous Waste Program:

- Martin Herrick

The person authorized to sign manifests are acting as MPCA representatives and certify that the contents of the consignment are:

1. fully and accurately described on the manifest document, including the proper shipping name.
2. accurately classified, packed, marked, and labeled for transport; and
3. in proper condition for highway transport according to all laws and regulations.

No other Program staff is authorized to sign manifests on behalf of the State until required documentation is provided and State approval granted. Persons attaining manifest signature authorization shall have documentation available demonstrating successful completion and testing of hazardous waste training as it relates to specific job duties.

This approval will remain in effect until the approved staff no longer signs manifest documents for this Program. If you have additional questions regarding this responsibility, please call me at 507-476-4254.

Sincerely,

A handwritten signature in blue ink that reads 'Teresa Gilbertson'.

Teresa Gilbertson

Environmental Specialist III- Industrial Division
Minnesota Pollution Control Agency
Office: 507-476-4254

teresa.gilbertson@state.mn.us | www.pca.state.mn.us

Houston County Agenda Request Form

Date Submitted: 6/8/2023

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: _____ Yes ___ X NO

Issue:

Review and approve purchase of service contract with Family & Children's Center (FCC) for Supervised Visitation and Parenting Education services.

Attachments/Documentation for the Board's Review:

Soft copy of draft agreement for review. Hard copies of final agreement will be provided for signature.

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

This Agreement, made and entered into by and between the County of Houston, 304 Marshall Street, Caledonia, MN 55921 acting through the Human Services Department, hereafter referred to as "County" and **Family & Children's Center**, 1701 Main Street, La Crosse, WI 54601, hereafter referred to as the "Provider";

WITNESSETH

WHEREAS, in consideration of the mutual understanding and agreements set forth, the County and the Provider agree as follows:

1. TERM

The term of this Agreement shall be from **June 1, 2023 to December 31, 2023.**

2. DESCRIPTION OF SERVICES

Supervised Visitation Services: Supervised Visitation Services means the physical supervision of visits between parents and children in a neutral setting as referred by Houston County Human Services and directed by the Court.

Parent Education Services: Parent Education Services means education services to parents in need of assistance and learning basic parenting support and or specific services that relate to their needs and the needs of their children. These services will be referred by Houston County Human Services.

A. Family & Children's Center shall provide supervised visitation and/or parent education, transportation of children to and from visits or parent education, and timely reports.

B. Houston County Human Services shall provide observation and meeting room and car seats for Family & Children's Center use during visits or parent education, when appropriate.

C. Houston County Human Services shall pay Family & Children's Center \$45.00/hour for supervised visitation services provided. (travel and 30 min. documented time)

D. Houston County Human Services shall pay Family & Children's Center \$56.25/hour for parent education services provided. (travel and 30 minute documented time)

E. Mileage shall be reimburse by Houston County at .XX/mile for actual travel required to provide services covered under this agreement.

3. PAYMENT FOR SERVICES

a. The Provider shall be paid at the rates listed above for services provided to referred clients. Service total shall not exceed amounts indicated on individual service agreements.

b. To receive payment for services provided, Provider must submit invoices documenting dates, times, and the services provided to the referred client(s). Invoices (and any other required documentation) shall be submitted to Houston County Human Services, 304 Marshall Street, Caledonia, MN 55921. Houston County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete.

4. INDEMNIFICATION

The Provider agrees it will defend, indemnify and hold harmless Houston County, its officers and employees against any and all liability, loss, costs, damages and expenses which Houston County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

5. DATA PRACTICES

- a. Houston County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or Houston County. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify Houston County. Houston County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- c. The Provider agrees to defend, indemnify, and save and hold Houston County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- d. If applicable, Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

6. DEFAULT AND TERMINATION

- a. If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, Houston County, upon written notice, immediately cancel this Agreement in its entirety.
- b. It is understood and agreed that in the event the funding to Houston County from State, Federal, or other funding sources is not obtained and continued at an

- aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- c. This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

7. STANDARDS

- a. Provider shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted. Provider shall provide copies of all applicable licensures and certifications to Houston County.
- b. Provider shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Provider's profession and shall maintain such records for at least ten (10) years following termination of this Agreement. Houston County shall have the right to audit and review all such documents and records at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Houston County and either the Legislative or State Auditor of the State of Minnesota pursuant to MN Stat. 16C.05, Subd. 5.
- c. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. **Background studies must be completed and approved before staff can provide services with or without supervision.**

8. CONTINUATION

The terms of this agreement will remain in effect for up to 90 days beyond the end date (identified in section 1) to accommodate negotiation and execution of subsequent agreements.

9. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
- 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
 - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.

10. AMENDMENTS

This Agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Approved As To Form And Execution:

Houston County Attorney

Dated: _____

Chairperson
Houston County Board of Commissioners

Dated: _____

John Pogleasa, Director
Houston County Human Services

Dated: _____

Tita Yutuc President/CEO
Family & Children's Center

Dated: _____



Date: June 8, 2023

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: \$80,000 from Revolving Loan Fund to Bullfrog Properties

Background: On June 6, 2023 Patrick Longmire Jr. and Mark Odstuen owners of Bullfrog Properties requested from the EDA financing to renovate a building located at 130 East Main Street in downtown Spring Grove, MN for the purpose of operating Fat Pat's Barbecue and Brewery. The total project cost for the project is around \$1,265,000 with the owners injecting \$425,000 in equity. The project has several components including a restaurant, brewery, and new business incubation.

The project will maintain eight jobs, and with the prospect of growing and hiring additional full and part time staff in the future. The total number of jobs is estimated to be around 20 jobs.

Recommendation: After due consideration and discussion, the EDA Board of Directors passed a motion on April 6, 2023 to recommend that the Houston County Commissioners approve the request for assistance by providing an \$80,000 loan at the 2023 set rate 3.5% and ten year term. All EDA board members voted yes, except for one member who abstained due to a conflict of interest.

Action Required: A motion made by the Board of Commissioners approving request for assistance by providing a \$80,000 loan to Bullfrog Properties at the 2023 set rate 3.5% for ten years from the County's Revolving Loan Fund.