1.  9:00 Roll Call
Pledge of Allegiance

2.  9:00 Comments from the Public
Visitors may share their comments or concerns on any issue that is a responsibility or function of Washington County Government, whether or not the issue is listed on this agenda. Persons who wish to address the Board must fill out a comment card before the meeting begins and give it to the County Board secretary or the County Administrator. The County Board Chair will ask you to come to the podium, state your name and address, and present your comments. Your comments must be addressed exclusively to the Board Chair and the full Board of Commissioners. Comments addressed to individual Board members will not be allowed. You are encouraged to limit your presentation to no more than five minutes. The Board Chair reserves the right to limit an individual's presentation if it becomes redundant, repetitive, overly argumentative, or if it is not relevant to an issue that is part of Washington County's responsibilities.

3.  9:10 Consent Calendar – Roll Call Vote

4.  9:10 Public Works – John Elholm, Parks Director
A. Budget Amendment for Cost of Lake Elmo Park Reserve Swim Pond Visioning Study; and Contract with SRF Consulting, Inc. to Complete the Swim Pond Visioning Study
B. Update on County State Aid Highway 2 (Broadway Avenue) Reconstruction Project and Status of Pilot Project Contract Policy #1201; and Supplemental Agreements 6, 12, and 13 with Redstone Construction – Cory Slagle, Transportation Manager

5.  9:25 Property Records and Taxpayer Services – Jennifer Wagenius, Director
A. Appoint Members to the 2012 County Canvass Board for the State General Election
B. Resolution Setting Public Hearing to Consider Petition of Pulte Homes of Minnesota For Independent School District (ISD) #833 and ISD #834 Detachment and Annexation
C. Resolution Setting the Date, Time and Sale Terms for a Private Sale to Adjacent Owner Parcel Located in the City of St. Paul Park – Steve Gransee, Division Manager

6.  9:45 Public Health and Environment – Judy Hunter, Senior Program Manager

7.  10:05 General Administration – Molly O’Rourke, County Administrator

8.  10:15 Commissioner Reports – Comments – Questions
This period of time shall be used by the Commissioners to report to the full Board on committee activities, make comments on matters of interest and information or raise questions to the staff. This action is not intended to result in substantive board action during this time. Any action necessary because of discussion will be scheduled for a future board meeting.

9.  Board Correspondence

10. 10:40 Adjourn

11. 10:45 to 11:15 – Board Workshop with Administration
Identify Outstanding Issues, Concerns, or Ideas Related to the Proposed 2013 Budget
WASHINGTON COUNTY BOARD OF COMMISSIONERS  
CONSENT CALENDAR *  
SEPTEMBER 18, 2012  
The following items are presented for Board approval/adoption:  

<table>
<thead>
<tr>
<th>DEPARTMENT/AGENCY</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>A.  Approval of the September 4, 2012 Board meeting minutes</td>
</tr>
<tr>
<td></td>
<td>B.  Approval of revisions to the county’s 2013 Flexible Benefits Plan Document.</td>
</tr>
<tr>
<td></td>
<td>C.  Approval of the 2013 Attorneys Association bargaining unit health insurance reopener contract.</td>
</tr>
<tr>
<td></td>
<td>D.  Approval of the appointed and elected Department Heads’ 2013 health insurance.</td>
</tr>
<tr>
<td></td>
<td>E.  Approval of the Confidential Supervisors’ 2013 health insurance.</td>
</tr>
<tr>
<td></td>
<td>F.  Approval of the Confidential Group’s 2013 health insurance.</td>
</tr>
<tr>
<td></td>
<td>G.  Approval of the 2013 AFSCME Exempt and Non-exempt bargaining unit health insurance reopener contracts.</td>
</tr>
<tr>
<td>Property Records and Taxpayer Services</td>
<td>H.  Approval of resolution, application for cancellation of forfeiture.</td>
</tr>
<tr>
<td>Public Health and Environment</td>
<td>I.  Approval of resolution authorizing the identification of $34.02 per ton as the “market price” for purposes of the Solid Waste Management Tax, effective January 1, 2013; and authorize the Department of Public Health and Environment to submit this “market price” and supporting documentation to the Minnesota Pollution Control Agency.</td>
</tr>
<tr>
<td>Sheriff’s Office</td>
<td>J.  Approval of resolution transferring the ownership of a retired Washington County Sheriff’s Office Command Trailer to the St. Croix County Sheriff’s Office.</td>
</tr>
<tr>
<td>County Attorney</td>
<td>K.  Approval to join other Minnesota Counties in a class action suit brought by Hennepin County against Fannie Mae and Freddie Mac.</td>
</tr>
</tbody>
</table>

*Consent Calendar items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Calendar item(s) for discussion and/or separate action.
<table>
<thead>
<tr>
<th>Meeting Notices</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>September 17, 2012</strong></td>
</tr>
<tr>
<td><strong>Monday</strong></td>
</tr>
<tr>
<td>5:30 PM - University of Minnesota Extension Advisory Committee -- Washington County Government Center</td>
</tr>
</tbody>
</table>

| **September 18, 2012** |
| **Tuesday** |
| 3:30 PM - Housing and Redevelopment Authority Board -- 1584 Hadley Avenue North |

| **September 19, 2012** |
| **Wednesday** |
| 8:30 AM - Counties Transit Improvement Board -- 90 West Plato Boulevard, St. Paul |
| 8:30 AM - Workforce Investment Board -- 2150 Radio Drive, Woodbury |
| 1:00 PM - Metro Transportation Advisory Board -- Metropolitan Airport Commission Chambers, 4300 Glumack Drive, St. Paul |

| **September 20, 2012** |
| **Thursday** |
| 9:30 AM - Metropolitan Area Agency on Aging -- 2365 McKnight Road, North St. Paul |
| 3:30 PM - Rush Line Corridor -- White Bear Lake City Hall, 4701 Highway 61, White Bear Lake |
| 5:00 PM - Public Health Emergency Preparedness Advisory Committee -- Washington County Government Center |
| 6:00 PM - Community Action Program/Ramsey & Washington Counties -- 450 Syndicate Street North, St. Paul |
| 7:00 PM - Parks & Open Space Commission -- Historic Courthouse - 101 West Pine St., Stillwater |

| **September 21, 2012** |
| **Friday** |
| Meeting dates, times and locations may change. Contact the Office of Administration or individual agencies for the most current information |
Request for Board Action

Commissioner's Report

<table>
<thead>
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<td>PRESENTER(S):</td>
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</table>

<table>
<thead>
<tr>
<th>Agenda Item Details</th>
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<tbody>
<tr>
<td>BRIEF DESCRIPTION OF YOUR REQUEST: Requesting Board approval of revisions to the County's 2013 Flexible Benefits Plan Document.</td>
</tr>
<tr>
<td>AGENDA YOU ARE REQUESTING TIME ON: Consent</td>
</tr>
<tr>
<td>IS THIS MANDATED? Yes</td>
</tr>
<tr>
<td>BACKGROUND/JUSTIFICATION: To be in compliance with the Patient Protection and Affordable Care Act (also known as Health Care Reform), the 2013 maximum annual reimbursement amount is $2500. The Plan documents have been revised to change the maximum amount from $3000 to $2500.</td>
</tr>
<tr>
<td>PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Budget Information</th>
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<tr>
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</table>

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>COUNTY ATTORNEY: George Kuprian</td>
</tr>
<tr>
<td>RECOMMENDATIONS: Approved</td>
</tr>
</tbody>
</table>
## Department Information

<table>
<thead>
<tr>
<th>ORIGINATING DEPARTMENT:</th>
<th>REQUESTOR:</th>
<th>REQUESTOR PHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources</td>
<td>Vicki DeFord</td>
<td>651-430-6078</td>
</tr>
</tbody>
</table>

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<tr>
<th>PRESENTER(S):</th>
<th>MEDIA CONTACT:</th>
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<tbody>
<tr>
<td></td>
<td>Pam French</td>
<td>651-430-6075</td>
</tr>
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</table>

## Agenda Item Details

**BRIEF DESCRIPTION OF YOUR REQUEST:**
Request Board’s approval of the 2013 Attorneys Association bargaining unit health insurance reopener contract.

**AGENDA YOU ARE REQUESTING TIME ON:**
Consent

**ARE YOU SEEKING APPROVAL OF A CONTRACT?**
Yes

**IS THIS MANDATED?**
Yes

**EXPLANATION OF MANDATE:**
Per Minnesota Statute 197A, benefits are a mandatory subject of bargaining with union and association employees.

**BACKGROUND/JUSTIFICATION:**
The Assistant Washington County Attorneys Association has a contract for 2012-2013 with an insurance reopener for 2013.

Effective January, 2013, the County shall pay the following amounts for health care coverage:

### Accord $25 Copay Plan

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$433.00</td>
</tr>
<tr>
<td>Single + Child</td>
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<td>Single + Spouse</td>
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<td>Family</td>
<td>$619.00</td>
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### Accord $30 and $35 Copay Plan

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
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<td>Family</td>
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</table>

### Accord 75% Deductible Plan

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<th>Plan Type</th>
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<tr>
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<td>$893.55</td>
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</tbody>
</table>

Flex Credits ($70/month) remain unchanged for 2013.

*Amount listed in Financial Impact is the approximate total cost for all employee groups in the County.

In addition, the parties agreed to commit the time and resources to work together to research and educate committee members on the options available in health management so that we are ready in 2014 to let a “request for proposal” for health insurance that will best meet the needs of the County and its employees.

**PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?**
Yes

Closed meeting with the Board on August 12, 2012.
### Budget Information

<table>
<thead>
<tr>
<th>FUNDING:</th>
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<tbody>
<tr>
<td>Levy</td>
<td></td>
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**FINANCIAL IMPACT:**

| YEAR: 2013 | AMOUNT: $200,000.00 | BUDGETED: Yes |

### Approvals

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<thead>
<tr>
<th>COUNTY ATTORNEY:</th>
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<tbody>
<tr>
<td>George Kuprian</td>
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<tr>
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<tbody>
<tr>
<td>Molly O'Rourke</td>
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<tr>
<td>COMMENTS:</td>
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</table>
Request for Board Action

Commissioner's Report

Request for Board's approval of the Appointed and Elected Department Heads' 2013 health insurance.

**Agenda Item Details**

**Brief Description of Your Request:**
Request Board's approval of the Appointed and Elected Department Heads' 2013 health insurance.

**Agenda You Are Requesting Time On:** Consent

**Is This Mandated?** Yes

**Explanation of Mandate:**
Per Minnesota Statute 197A, benefits are a mandatory subject of bargaining.

**Background/Justification:**
Effective January, 2013, the County shall pay the following amounts for health care coverage:

**Accord $25 Copay Plan**
- Single: $433.00
- Single + Child: $433.00
- Single + Spouse: $589.00
- Family: $619.00

**Accord $30 and $35 Copay Plan**
- Single: $498.50
- Single + Child: $550.00
- Single + Spouse: $744.00
- Family: $872.50

**Accord 75% Deductible Plan**
- Single: $515.55
- Single + Child: $563.85
- Single + Spouse: $762.30
- Family: $893.55

Flex Credits ($132/month) remain unchanged for 2013.

*Amount listed in Financial Impact is the approximate total cost for all employee groups in the County. In addition, the parties agreed to commit the time and resources to work together to research and educate committee members on the options available in health management so that we are ready in 2014 to let a “request for proposal” for health insurance that will best meet the needs of the County and its employees.*

**Previous Action on Request / Other Parties Involved?** Yes
Closed meeting with the Board on August 12, 2012.

**Budget Information**

**Funding:** Levy

**Financial Impact:**
- Year: 2013
- Amount: $200,000.00
- Budgeted: Yes
<table>
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<tr>
<td><strong>COUNTY ATTORNEY:</strong> George Kuprian</td>
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<td><strong>COUNTY ADMINISTRATOR:</strong> Molly O'Rourke</td>
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<td><strong>RECOMMENDATIONS:</strong> N/A</td>
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<td><strong>RECOMMENDATIONS:</strong> Approved</td>
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<td><strong>COMMENTS:</strong></td>
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<td><strong>COMMENTS:</strong></td>
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</table>
Request for Board Action

Commissioner's Report

BOARD MEETING DATE:
September 18, 2012
AGENDA ITEM NUMBER:
3E

Department Information

ORIGINATING DEPARTMENT: Human Resources
REQUESTOR: Vicki DeFord
REQUESTOR PHONE: 651-430-6078
PRESENTER(S): Pam French
MEDIA CONTACT: Pam French
MEDIA CONTACT PHONE: 651-430-6075

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST:
Request Board’s approval of the Confidential Supervisors’ 2013 health insurance.

AGENDA YOU ARE REQUESTING TIME ON: Consent
ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes
EXPLANATION OF MANDATE:
Per Minnesota Statute 197A, benefits are a mandatory subject of bargaining.

BACKGROUND/JUSTIFICATION:

Effective January, 2013, the County shall pay the following amounts for health care coverage:

**Accord $25 Copay Plan**
- Single: $433.00
- Single + Child: $433.00
- Single + Spouse: $589.00
- Family: $619.00

**Accord $30 and $35 Copay Plan**
- Single: $498.50
- Single + Child: $550.00
- Single + Spouse: $744.00
- Family: $872.50

**Accord 75% Deductible Plan**
- Single: $515.55
- Single + Child: $563.85
- Single + Spouse: $762.30
- Family: $893.55

Flex Credits ($73/month) remain unchanged for 2013.

*Amount listed in Financial Impact is the approximate total cost for all employee groups in the County.

In addition, the parties agreed to commit the time and resources to work together to research and educate committee members on the options available in health management so that we are ready in 2014 to let a “request for proposal” for health insurance that will best meet the needs of the County and its employees.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Yes
Closed meeting with the Board on August 12, 2012.

Budget Information

FUNDING:
Levy

FINANCIAL IMPACT:
YEAR: 2013
AMOUNT: $200,000.00
BUDGETED: Yes
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<td>RECOMMENDATIONS:  N/A</td>
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<tr>
<td>Molly O’Rourke</td>
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<td>RECOMMENDATIONS:  Approved</td>
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Request for Board Action

Commissioner's Report

BOARD MEETING DATE: September 18, 2012
AGENDA ITEM NUMBER: 3F

Department Information

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<th>ORIGINATING DEPARTMENT:</th>
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<td>Human Resources</td>
<td>Vicki DeFord</td>
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<tr>
<td></td>
<td>Pam French</td>
<td>651-430-6075</td>
</tr>
</tbody>
</table>

Agenda Item Details

<table>
<thead>
<tr>
<th>BRIEF DESCRIPTION OF YOUR REQUEST:</th>
<th>Request Board’s approval of the Confidential Group's' 2013 health insurance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENDA YOU ARE REQUESTING TIME ON:</td>
<td>Consent</td>
</tr>
<tr>
<td>ARE YOU SEEKING APPROVAL OF A CONTRACT?</td>
<td>Yes</td>
</tr>
<tr>
<td>IS THIS MANDATED?</td>
<td>Yes</td>
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</table>

EXPLANATION OF MANDATE: Per Minnesota Statute 197A, benefits are a mandatory subject of bargaining.

BACKGROUND/JUSTIFICATION:

Effective January, 2013, the County shall pay the following amounts for health care coverage:

**Accord $25 Copay Plan**

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Flex Credits ($71/month) remain unchanged for 2013.

*Amount listed in Financial Impact is the approximate total cost for all employee groups in the County.

In addition the parties agreed to commit the time and resources to work together to research and educate committee members on the options available in health management so that we are ready in 2014 to let a “request for proposal” for health insurance that will best meet the needs of the County and its employees.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Yes
Closed meeting with the Board on August 12, 2012.

Budget Information

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<th>Levy</th>
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<td>FINANCIAL IMPACT:</td>
<td>YEAR: 2013 AMOUNT: $200,000.00 BUDGETED: Yes</td>
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<td>Approvals</td>
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<tr>
<td>-----------</td>
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<tr>
<td>COUNTY ATTORNEY:</td>
<td>COUNTY ADMINISTRATOR:</td>
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<td>Pam French</td>
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**Agenda Item Details**

**BRIEF DESCRIPTION OF YOUR REQUEST:**
Request Board’s approval of the 2013 AFSCME Exempt and Non-exempt bargaining unit health insurance reopener contracts.

**AGENDA YOU ARE REQUESTING TIME ON:** Consent

**ARE YOU SEEKING APPROVAL OF A CONTRACT?** Yes

**IS THIS MANDATED?** Yes

**EXPLANATION OF MANDATE:**
Per Minnesota Statute 197A, benefits are a mandatory subject of bargaining with union employees.

**BACKGROUND/JUSTIFICATION:**
AFSCME has a contract for 2012-2013 with an insurance reopener for 2013.

Effective January, 2013, the County shall pay the following amounts for health care coverage:

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Flex Credits ($70/month) remain unchanged for 2013.

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**PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?** Yes
Closed meeting with the Board on August 12, 2012.

**Budget Information**

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<th>FUNDING:</th>
<th>Levy</th>
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<td>AMOUNT:</td>
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<td>BUDGETED:</td>
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<td>Approvals</td>
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<tr>
<td>COUNTY ATTORNEY: George Kuprian</td>
<td></td>
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<tr>
<td>RECOMMENDATIONS: N/A</td>
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<tr>
<td>COUNTY ADMINISTRATOR: Molly O'Rourke</td>
<td></td>
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<td>RECOMMENDATIONS: Approved</td>
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**Board Meeting Date:** September 18, 2012  
**Agenda Item Number:** 3H

**Department Information**

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<th>Originating Department:</th>
<th>Requestor:</th>
<th>Requestor Phone:</th>
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<tbody>
<tr>
<td>Property Records &amp; Taxpayer Services</td>
<td>Steve Gransee</td>
<td>651-430-8272</td>
</tr>
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<tr>
<td>Steve Gransee</td>
<td>Steve Gransee</td>
<td>651-430-8272</td>
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**Agenda Item Details**

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<th>Agenda You Are Requesting Time On:</th>
<th>Are You Seeking Approval of a Contract:</th>
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<tbody>
<tr>
<td>Approve Resolution to approve an Application for Cancellation of Forfeiture</td>
<td>Consent</td>
<td>No</td>
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<tr>
<th>Is This Mandated?</th>
<th>Explanation of Mandate:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>MS 279.34 states that Applications for Cancellation of Forfeiture's shall be considered by the county board and be thereafter submitted to the commissioner of revenue with the recommendation of the county board and the county auditor.</td>
</tr>
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</table>

**Background/Justification:**

The department was notified of a title research issue on PID#29.030.21.42.0033 which involved an Auditor’s Certificate of Forfeiture that was recorded in August of 1987. After researching the parcel, it was found that the property records have always been in the name of the owners and all taxes have been fully paid. The department has determined the forfeiture was erroneous and the Auditor’s Certificate should be cancelled to clear title on the property.

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<th>Previous Action on Request / Other Parties Involved?</th>
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**Approvals**

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<th>County Attorney:</th>
<th>County Administrator:</th>
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<tr>
<td>George Kuprian</td>
<td>Molly O'Rourke</td>
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<th>Comments:</th>
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<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved</td>
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</table>
RESOLUTION APPROVING APPLICATION FOR CANCELLATION OF FORFEITURE

WHEREAS, the following parcel has forfeited to the State of Minnesota on August 10, 1987, and

WHEREAS, an Application for Cancellation of Forfeiture has been received from the department of Property Records and Taxpayer Services, and

WHEREAS, the county board shall consider applications for cancellation of forfeiture under section 279.34, and

THEREFORE, BE IT RESOLVED that Washington County Board of Commissioners approve the application and recommend its acceptance by the Department of Revenue.

Applicant: Steve Gransee, Department of Property Records and Taxpayer Services

Legal Description of Property: Lot 4, Block 2, Glenmar, being located in the City of Mahtomedi PID# 29.030.21.42.0033 (87275-2750 at the time of Auditor Certificate Filing)


Document Number: 548383

ATTEST:

COUNTY ADMINISTRATOR

COUNTY BOARD CHAIR

HEGBERG  YES  NO
KRIESEL
LEHRKE
PULKRABEK
WEIK

July 2002
http://washnet/forms/CountyBd/Resolution.dot
Application for Cancellation of Forfeiture

In WASHINGTON County

Name and Address of Applicant:
Steve Gransee
14949 62nd St N
Stillwater, MN 55082

Legal Description of Property Forfeited:
(Attach additional sheet if needed)
Lot 4, Block 2, GLENMAR
PID#29.030.21.42.0033 (87275-2750 at the time of certificate filing)
Located in the City of Mahtomedi

Certificate of Forfeiture for Property Described Above:
Date of Execution: August 10 1987
(Month) (Day) (Year)
Date of Recording: August 12 1987
(Month) (Day) (Year)
Place of Recording: County Recorder 548383
(Office) (Document Number)

Reason for Cancellation: Exemption Administrative Error
(Explain in detail — attach additional sheet if needed)
I have researched the parcel and found no delinquent taxes due at
the time of the Auditor's Certificate filing in 1987. Taxes were
paid each year by the owners of record. I have determined the forfeiture
was erroneous and recommend the Auditor's Certificate should be cancelled.

Applicant's Request:
Applicant requests that the certificate of forfeiture for the property described above be canceled,
and that the county auditor be ordered to record this application for cancellation of forfeiture as a
certificate of cancellation pursuant to Minnesota Statutes, Sections 279.33 and 279.34, which
will void the tax forfeiture of the property described above.

Applicant's Signature: ________________________________

Date of Signature: September 7 2012
(Month) (Day) (Year)

Return Application along with a duplicate copy to: MN Department of Revenue, Property Tax Division
Mail Station 3340, St. Paul MN 55146-3340

(Revised 10/22/96)
Approval by County Board and County Auditor

Certification of Approval:

The county board, by resolution, and the county auditor approve the application and recommend its acceptance by the Department of Revenue.

Resolution Number: _____________________  Meeting Date: _____________________

Clerk’s Signature ___________________  Date of Signature _____________________

County Auditor’s Signature ______________  Date of Signature ______________

Order of the Department of Revenue - State of Minnesota

REJECTION

Upon examination of the contents of the application, it is ordered that the application be rejected.

____________________________  Commissioner of Revenue

By: _____________________________

Reason for Rejection:

____________________________  Commissioner of Revenue

By: _____________________________

ACCEPTANCE

Upon examination of the contents of the application, it is ordered that the application be accepted, that the certificate of forfeiture be canceled, and that the county auditor record this application for cancellation of forfeiture as a certificate of cancellation pursuant to Minnesota Statutes, Sections 279.33 and 279.34, which will void the tax forfeiture of the property described in the application.

____________________________  Commissioner of Revenue

By: _____________________________

County Auditor’s Number: ______________

Department of Revenue’s Number: ______________

Date Application Received by the Department of Revenue: ______________

(Revised 10/22/96)
# Request for Board Action

**Commissioner's Report**

## Department Information

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<tr>
<th>ORIGINATING DEPARTMENT:</th>
<th>REQUESTOR:</th>
<th>REQUESTOR PHONE:</th>
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<tbody>
<tr>
<td>Public Health &amp; Environment</td>
<td>Gary Bruns</td>
<td>651-430-4038</td>
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<th>MEDIA CONTACT PHONE:</th>
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<tr>
<td></td>
<td>Judy Hunter</td>
<td>651-430-4031</td>
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</table>

## Agenda Item Details

**BRIEF DESCRIPTION OF YOUR REQUEST:**

Pursuant to Minn. Stat. 297H.02 subd. 1(d), the Department of Public Health and Environment is requesting approval of resolution authorizing the identification of $34.92 per ton as the "market price" for purposes of the Solid Waste Management Tax, effective January 1, 2013, and authorizing the Department of Public Health and Environment to submit this "market price" and supporting documentation to the Minnesota Pollution Control Agency.

**AGENDA YOU ARE REQUESTING TIME ON:**

Consent

**ARE YOU SEEKING APPROVAL OF A CONTRACT?**

No

**IS THIS MANDATED?**

Yes

**EXPLANATION OF MANDATE:**

Minnesota Statute 297H.02 subd. 1(d)

**BACKGROUND/JUSTIFICATION:**

Since 1997 counties that subsidize tipping fees at solid waste facilities have been required to identify the "market price" for solid waste disposal for purposes of the State Solid Waste Management Tax. Both Washington and Ramsey Counties subsidize the tipping fee at the Newport Resource Recovery Facility. The "market price" is defined as the lowest available disposal price in the area and includes transportation costs. Identification of the market price is mandated by Minn. Stat. 297H.02 subd. 1(d).

If the market price is greater than the tipping fee being charged at the subsidized facility the county would have to pay Solid Waste Management Tax on the difference, but if the "market price" is less than the tipping fee at the subsidized facility, there is no financial effect on the county. Historically, Ramsey and Washington Counties "market prices" have consistently been below the tipping fee charged at the Newport Resource Recovery Facility and the counties have not had to pay the Solid Waste Management Tax.

Each year staff from metropolitan counties work together to examine whether or not a change to the "market price" is warranted. The 2013 market price has been identified using the 2012 Hennepin County contract rate at Pine Bend Landfill of $21.42 per ton, and transportation cost for Washington County of $13.50 per ton, for a total market price of $34.92 per ton. It is recommended that the Washington County Board adopt a new 2012 market price of $34.92 per ton. The new 2012 market price is still lower than the $84 per ton tipping fee charged at Newport by the facility owner, Resource Recovery Technologies (RRT), so the counties will continue to not have to pay any State Solid Waste Management Tax on the Newport tipping fee.

**PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?**

Yes

November 28, 2011 County Board approval of identification of a 2012 "market price" tipping fee of $34.70 per ton for purposes of the State Solid Waste Management Tax.

## Budget Information

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<tr>
<td>NA</td>
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<tr>
<td>County Attorney</td>
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<tr>
<td>-----------------</td>
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<tr>
<td>George Kuprian</td>
</tr>
<tr>
<td>Approved</td>
</tr>
<tr>
<td>Approved</td>
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</table>
RESOLUTION NO. _________

DATE September 18, 2012
MOTION DEPARTMENT Public Health and Environment
BY COMMISSIONER ____________________________
SECONDED BY COMMISSIONER ____________________________

Solid Waste Management Tax

WHEREAS, The 1997 Minnesota Legislature enacted a bill eliminating both the SCORE sales tax and the Solid Waste Generator Assessment, replacing them with the Solid Waste Management Tax; and

WHEREAS, Minnesota Statutes §297H requires political subdivisions that subsidize tipping fees at solid waste management facilities to identify the “market price” for solid waste management services, which is identified as “the lowest price available in the area, assuming transactions between separate parties that are willing buyers and willing sellers in a market”; and

WHEREAS, This law requires political subdivisions to identify the market price and submit their findings to the Minnesota Pollution Control Agency each year; and

WHEREAS, The Ramsey and Washington Counties Boards of Commissioners in 2011 by resolution identified $28.69 and $34.70 per ton, respectively, as the “market price” for purposes of the Solid Waste Management Tax, effective January 1, 2012; and

WHEREAS, Ramsey County, Washington County, and the Ramsey/Washington Resource Recovery Project staff have worked cooperatively to identify the market price for Ramsey and Washington Counties, beginning January 1, 2013, and have determined a different market price which requires approval by County Board Resolution.

NOW, THEREFORE, BE IT RESOLVED, The Washington County Board of Commissioners hereby authorizes identification of $34.92 per ton as the “market price” for purposes of the Solid Waste Management Tax, which reflects a waste disposal tipping fee of $21.42 per ton at the Pine Bend landfill plus an estimated transportation cost of $13.50 per ton, and authorizes submittal by the Department of Public Health & Environment of this “market price” and supporting documentation to the Minnesota Pollution Control Agency.

ATTEST:
COUNTY ADMINISTRATOR

HEGBERG _____
KRIESEL _____
LEHRKE _____
PULKRABEK _____
WEIK _____

COUNTY BOARD CHAIR

YES NO
## Direct Haul 2013 Market Price Worksheet
### Washington County

<table>
<thead>
<tr>
<th>Line #</th>
<th>Status Quo &amp; Market Price</th>
<th>Name and Location of Facility</th>
<th>Taxable Tip Fee/Ton</th>
<th>MMSW Subsidy/Ton (1)</th>
<th>Round Trip Miles (2)</th>
<th>Cost/Ton Mile</th>
<th>Transportation Cost/Mile/Ton (Column G x H)</th>
<th>Total Cost/Ton (3) (Add Columns D, F and I)</th>
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<tr>
<td>1</td>
<td>Current Recovery or Disposal</td>
<td>Newport Resource Recovery Facility</td>
<td>$84</td>
<td>$28 hauler rebate</td>
<td></td>
<td></td>
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<td>$112</td>
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<tr>
<td>2</td>
<td>Market Price</td>
<td>Pine Bend Landfill</td>
<td>$21.42</td>
<td></td>
<td>50</td>
<td>27¢</td>
<td>$13.50</td>
<td>$34.92</td>
</tr>
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1. If the cost/ton for a facility is subsidized in addition to the tip fee charged, enter the subsidy amount and type.
2. Assume the location of the county seat is the departure site for purposes of calculating round trip mileage.
3. Total cost/ton includes the tip fee plus the local subsidy (if any) plus the cost of transportation.

**Note:** If Line 2J is less than Line 1J, you would use this as your market price. If Line 2J is more than Line 1D, you owe SWM tax on the difference. If you use your own landfill for the market price, tax is due on the subsidy per ton. Calculate the ratio for the residential and commercial SWM tax using your SCORE percentages.
**Department Information**

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<th>ORIGINATING DEPARTMENT:</th>
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<th>REQUESTOR PHONE:</th>
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<tr>
<td>Sheriff's Office</td>
<td>John Warneke</td>
<td>651-430-7634</td>
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<tr>
<td></td>
<td>Doug Anschutz</td>
<td>651-430-7846</td>
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**Agenda Item Details**

**BRIEF DESCRIPTION OF YOUR REQUEST:**
Authorization to transfer ownership of the retired Washington County Sheriff's Office Command Trailer VIN#16HGB2625VH038658 to the St. Croix County Sheriff's Office.

**AGENDA YOU ARE REQUESTING TIME ON:** Consent

**ARE YOU SEEKING APPROVAL OF A CONTRACT?** No

**IS THIS MANDATED?** No

**BACKGROUND/JUSTIFICATION:**
In 1996, the Washington County Sheriff's Office purchased a 31' Haulmark Command Trailer. This trailer was used as a command post since that time. The trailer was replaced in 2012 when the Sheriff's Office took possession of its new Patrol Operations Vehicle. The Haulmark Trailer is specifically designed to serve as a command post, thus it would be cost prohibitive to change the interior of the trailer for any other purpose due to its age and amount of previous use. The St. Croix County Sheriff's Office has agreed to take possession of the haulmark trailer at no cost to the county in a "as is" condition, with no warranties or guarantees. By St. Croix County Sheriff's Office taking possession of the trailer, it eliminates the need for the Sheriff's Office to dispose of the trailer.

**PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?** No

**Budget Information**

**FUNDING:** NA

**Approvals**

**COUNTY ATTORNEY:**
George Kuprian
**RECOMMENDATIONS:** Approved
**COMMENTS:**
Minn. Stat. 471.85 allows counties to transfer its personal property to another public corporation for public use when authorized to do so by the governing body. There is no requirement that the receiving public body be a Minnesota public corporation.

**COUNTY ADMINISTRATOR:**
Molly O'Rourke
**RECOMMENDATIONS:** Approved
**COMMENTS:**
Donation of the Washington County Sheriff’s Office
Command Trailer to the St. Croix County Sheriff’s Office

Whereas, Minn. Stat. section 471.85 gives the Washington County Board of Commissioners the authority to transfer property to another public corporation for public use;

Whereas, the Washington County Sheriff’s Office owns a 31’ Haulmark Command Trailer that was used for as a command post;

Whereas, the Washington County Sheriff’s Office took possession of a new Patrol Operations Vehicle in 2012 to replace the command trailer;

Whereas, the Washington County Sheriff’s Office wishes to donate the 31’ Haulmark Commander Trailer to the St. Croix County Sheriff’s Office in a “as is” condition, with no warranties or guarantees;

Therefore, be it Resolved that, the Washington County Board of Commissioners authorizes the donation of the 31’Haulmark Command Trailer currently owned by the Washington County Sheriff’s Office to the St. Croix County Sheriff’s Office.

ATTEST:

COUNTY ADMINISTRATOR

COUNTY BOARD CHAIR

HEGBERG  KRIESEL  LEHRKE  PULKRABEK  WEIK
YES  NO
**Department Information**

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<tr>
<td>Attorneys</td>
<td>Pete Orput</td>
<td>651-430-6124</td>
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<td>Pete Orput</td>
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**Agenda Item Details**

**BRIEF DESCRIPTION OF YOUR REQUEST:**
Authority to join other Minnesota Counties in a class action suit brought by Hennepin County against Fannie Mae and Freddie Mac

**AGENDA YOU ARE REQUESTING TIME ON:** Consent

**ARE YOU SEEKING APPROVAL OF A CONTRACT?** No

**IS THIS MANDATED?** No

**EXPLANATION OF MANDATE:**

**BACKGROUND/JUSTIFICATION:**
One of the results in the down turn of the U.S. economy is an increase in the number of foreclosures which in turn has transferred ownership of many homes to Fannie Mae and Freddie Mac. When these two entities record its ownership, it refuses to pay the deed tax, claiming it is exempt from the tax. However, its exemption from the tax is less than clear, and Hennepin County instituted a class action lawsuit on behalf of the 87 Minnesota counties challenging this exemption. Hennepin County estimates Freddie Mac and Fannie Mae owe approximately $10 to $11 million in deed tax. However, 97 percent of any recovery would go into state coffers leaving 3 percent to be distributed amongst the 87 counties. However, Hennepin County states it will pay all costs unless it obtains a favorable judgment in which case it will recover costs proportionately from any judgment. While the amount Washington County might receive from any judgment is small, it appears nearly all of the counties are joining the class in order to resolve what is a significant issue which is whether Freddie Mac and Fannie Mae are obligated to pay these "transfer" taxes.

**PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?** Yes
Hennepin County and other Minnesota counties that have joined in the lawsuit.

**Budget Information**

| FUNDING: | NA |

**Approvals**

<table>
<thead>
<tr>
<th>COUNTY ATTORNEY:</th>
<th>COUNTY ADMINISTRATOR:</th>
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<tr>
<td>George Kuprian</td>
<td>Molly O'Rourke</td>
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<th>COMMENTS:</th>
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</table>
Minnesota Counties v. Fannie Mae and Freddie Mac

The Lawsuit

On August 24, 2012 Hennepin County filed a federal court class action lawsuit against Fannie Mae and Freddie Mac on behalf of all Minnesota counties to recover deed transfer taxes these entities owe for real estate they’ve sold over the last six and one half years. Fannie Mae and Freddie Mac claim that they are exempt from having to pay this tax—a tax that every private seller is required to pay in order to transfer title to real property. See Minn. Stat. § 287.21. For most transactions, the tax is .0033 of the sale price. Counties are required to remit 97% of the funds to the State of Minnesota and retain the remaining 3% for themselves. See Minn. Stat. §§ 287.25; 287.08; 287.29.

The Legal Issue

This is a straightforward case with virtually no factual issues and a very narrow legal issue: Are Fannie Mae and Freddie Mac exempt from Minnesota’s deed transfer tax? There are two possible sources for their claimed exemption: (1) the federal legislation enabling the two entities; or (2) Minnesota law, which exempts agencies or instrumentalities of the United States Government from the tax. There are very strong arguments that Fannie Mae and Freddie Mac are not exempt under either theory.

First, a recent ruling from Federal District Court for the Eastern District of Michigan held that federal law does not exempt Fannie Mae and Freddie Mac from state deed transfer taxes. See Oakland County, et. al. v. Federal Housing Finance Agency, as Conservator, et. al., ---F.Supp.2d---, 2012 WL 1658789 (E.D. Mich. 2012). The Court relied primarily upon a United States Supreme Court decision which held that exemptions from “all taxes” apply only to “direct” taxes and do not apply to “excise” taxes. See United States v. Wells Fargo Bank, 485 U.S. 351, 355 (1988). Deed transfer taxes are considered “excise” taxes because they tax the act of conveying property and not the property itself.

Second, Fannie Mae and Freddie Mac are not federal agencies or instrumentalities of the federal government. While they were originally created as quasi-governmental entities, both Fannie Mae and Freddie Mac are publicly-traded, for-profit corporations. Thus, the State law exemption does not apply.
While the Michigan Court favors our position, courts in D.C. and Nevada have recently taken the opposite position. As a result of the Michigan litigation, counties in at least 10 other states have filed suit to recover unpaid deed transfer taxes. The United States Judicial Panel on Multidistrict Litigation is currently considering a motion to consolidate all of the cases, nationwide, for pretrial proceedings (called a “multidistrict litigation” case, or “MDL”). The panel is hearing arguments on this motion in New York on September 20 and I will be attending.

**Hennepin County Should Represent the Counties**

Private counsel have approached Hennepin County about representing us in this endeavor. We believe this is a very straightforward case and that we are well suited to represent ourselves and the other Minnesota counties. We also believe that by serving as class counsel we can save on attorneys’ fees and ensure maximum possible recovery. Whether the case ends up in Federal District Court in Minnesota or elsewhere in the country as part of an MDL, we are prepared to see it through and advocate in the best interests of all Minnesota Counties.

**Deed Transfer Tax Numbers in Minnesota (estimates)**

Fannie Mae and Freddie Mac invest in loans. They do not originate mortgage loans in their names. Thus, these entities have never really been in the business of owning or selling homes (which might explain why their claim to be exempt from deed tax hasn’t been challenged before – it wasn’t being used very often). However, when foreclosure happens, the owner of a loan ends up becoming the owner of the house. Since approximately 2005 and continuing until today, foreclosure rates have risen to unprecedented levels in Minnesota and throughout the nation. For example, in 2005 there were approximately 6,500 foreclosures statewide. Between 2007 and 2011 the number of foreclosures has fluctuated in the range of 20,000 to 26,000 per year. As of July, 2012 the median price of a home in the State of Minnesota was approximately $150,900 and in the Minneapolis-St. Paul metro area was $170,000. The deed transfer tax on these sales prices would be $497.97 and $561.00, respectively.

Based on anecdotal and historical data we believe the Fannie Mae and Freddie Mac have acquired ownership – through foreclosure – of thousands of Minnesota properties since 2005. Most, of these properties were subsequently sold to new owners following the foreclosure. Thus, if the Defendants had sold 20,000 properties in the State of Minnesota since 2005 (a conservative estimate) they would owe approximately $10 million in deed transfer taxes based on statewide average home prices, and approximately $11.2 million based on the metro area average.
Request for Board Action

Commissioner's Report

Department Information

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<th>ORIGINATING DEPARTMENT:</th>
<th>REQUESTOR:</th>
<th>REQUESTOR PHONE:</th>
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<tbody>
<tr>
<td>Public Works</td>
<td>Rita Conlin</td>
<td>651-430-4354</td>
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<tr>
<td></td>
<td>John Elholm</td>
<td>651-430-4303</td>
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Agenda Item Details

<table>
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<tr>
<th>BRIEF DESCRIPTION OF YOUR REQUEST:</th>
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<tbody>
<tr>
<td>a. Approval of budget amendment in the amount of $65,000 for cost of Lake Elmo Park Reserve Swim Pond Visioning Study.</td>
</tr>
<tr>
<td>b. Authorization to execute a contract with SRF Consulting, Inc. to complete the Lake Elmo Park Reserve Swim Pond Visioning Study in the amount of $65,000.</td>
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<th>AGENDA YOU ARE REQUESTING TIME ON:</th>
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<thead>
<tr>
<th>TIME NEEDED:</th>
<th>ARE YOU SEEKING APPROVAL OF A CONTRACT?</th>
<th>EXPLANATION OF MANDATE:</th>
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<tbody>
<tr>
<td>5 minutes</td>
<td>Yes</td>
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<thead>
<tr>
<th>BACKGROUND/JUSTIFICATION:</th>
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<tr>
<td>The swim pond visioning project will involve a very complex planning process that involves pond safety, maintenance, design, policy, and revenue. SRF Consulting, Inc. is the preferred choice for this project because of their unique ability to assemble a team of experts from park, traffic, landscape, and other disciplines. They have also worked on a number of planning projects within this particular park and are familiar with the current interactions between existing facilities. The Visioning Study was included in the Parks Stewardship Fund budget for 2013 as a permanent use of fund balance. However, staff is now recommending that the study begin in 2012 so that the county has adequate time to review and implement approved short term recommendations prior to the start of the 2013 swimming season. As a result the proposed expenditure in the 2013 budget will be deleted. The Public Works Director recommends approval of a budget amendment for permanent use of fund balance from the Parks Stewardship Fund 214 for professional consulting services to perform the Lake Elmo Park Reserve Visioning Study in the amount of $65,000, and to authorize execution of a contract with SRF Consulting, Inc. to complete the study.</td>
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<tr>
<th>PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?</th>
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Budget Information

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<tr>
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<tr>
<td>Other</td>
<td>Park Stewardship</td>
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<tr>
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<tr>
<td>YEAR: 2012 AMOUNT: $65,000.00 BUDGETED: No</td>
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<tr>
<th>EXPLANATION OF BUDGET CHANGES:</th>
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<tr>
<td>To fund Lake Elmo Park Reserve Visioning Study through permanent use of fund balance in the Parks Stewardship Fund.</td>
</tr>
<tr>
<td>Approvals</td>
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<tr>
<td>COUNTY ATTORNEY:</td>
</tr>
<tr>
<td>Maura Shuttleworth</td>
</tr>
<tr>
<td>RECOMMENDATIONS:</td>
</tr>
<tr>
<td>Approved</td>
</tr>
<tr>
<td>COMMENTS:</td>
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</table>
Swim Pond Visioning Study

• Swim Pond opened in 1986
  • Designed for use by 600 to 800 people at one time
  • Total 1986 visitation (all parks) was 225,000

• Swim Pond today
  • Swim Pond use is often between 1,000 to 2,500 people at one time on summer weekends.
  • Total 2011 Visitation (all parks) was 1,500,000
Swim Pond Visioning Study

• Technical Advisory Team
  • Sheriff Office
  • Traffic Design
  • Landscape Design
  • Building Design
  • Park Maintenance
  • Park Operations

• Funding
  • Parks Division ‘Stewardship’ Fund
  • Revenue is from house/farmland rental (no levy)
Questions?
Department Information

ORIGINATING DEPARTMENT: Public Works
REQUESTOR: Larry Phillips
REQUESTOR PHONE: 651-430-4360
PRESENTER(S): Cory Slagle
MEDIA CONTACT: Cory Slagle
MEDIA CONTACT PHONE: 651-430-4337

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST:
1. Board update on project budget and status of pilot project for Contract Policy #1201.
2. Approval of supplemental agreements (SA) 6, 12, and 13 in the amount $773,383.89 to the County State Aid Highway (CSAH) 2 Broadway Avenue reconstruction project with Redstone Construction.

AGENDA YOU ARE REQUESTING TIME ON: Board
TIME NEEDED: 10 min
ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Background/Justification:
This project provides for the construction of CSAH 2 from 850 feet west of I-35 to 271 feet west of Trunk Highway 61 including: grading, concrete and bituminous paving, storm sewer, concrete curb and gutter, traffic signals, signing and striping, lighting, water main, sanitary sewer and Bridge No. 82527.

On June 7, 2011 the Board approved a pilot project for Contract Policy #1201 to improve efficiency. The current requires Board approval for construction contract amendments "if the sum of the amendments for a prime contractor exceed $100,000 or 5 percent of the original contract or if any single amendment exceeds $50,000".

The pilot project supersedes County Policy #1201 for the duration of the Broadway Avenue project, but still requires changes to have Board approval if the sum of amendments exceeds 7% of the original contract or any single amendment exceeds $100,000. The goal of the pilot project is to reduce the number of contract changes that need Board approval, thus enabling payments to be made more promptly and to reduce contractor delay claims.

<table>
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<tr>
<th>CONTRACT CHANGE #</th>
<th>VALUE</th>
<th>EXPLANATION</th>
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<tbody>
<tr>
<td>SA 6</td>
<td>$202,608.40</td>
<td>Additional erosion control required for permit compliance. Additional material and labor includes geotextile fabric, temporary ditch netting, and mulching for rapid stabilization.</td>
</tr>
<tr>
<td>SA 12</td>
<td>$179,490.54</td>
<td>Additional traffic control and concrete that cures faster to accelerate the project schedule.</td>
</tr>
<tr>
<td>SA 13</td>
<td>$391,284.95</td>
<td>Excavation of an additional 26,304 cubic yards of muck at the northwest ramp, 1st Avenue northwest and along County State Aid Highway 2 within the utility trenches. Backfill with 25,877 cubic yards of select granular embankment.</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$773,383.89</strong></td>
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SUMMARY OF THIS CONTRACT (#6221)

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Original contract</td>
<td>$16,398,691.54</td>
</tr>
<tr>
<td>SA 3 and SA 5 - Previously approved by the department head in accordance with pilot project for County Policy #1201.</td>
<td>$81,839.25</td>
</tr>
<tr>
<td>SA 1, 2, and 4 - Previously approved by the Board.</td>
<td>$974,126.96</td>
</tr>
<tr>
<td>SA 11 - Incentive payments, previously approved by the Board. Incentive payments are included within the original contract.</td>
<td>$371,250.00</td>
</tr>
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</table>
This project is fully funded by federal aid, local funds (City of Forest Lake) and 2011 bonds.

The county engineer recommends approval of SA 6, 12, and 13 in the amount of $773,383.89 to the County State Aid Highway (CSAH) 2 Broadway Avenue reconstruction project with Redstone Construction.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Yes
1/11/05 - Board approval of the 2005 Capital Improvement Plan which included the project.
4/26/11 - Board approved award of contract to Redstone Construction.
5/24/11 - Board workshop regarding Broadway Avenue project budget and proposal to pilot policy change to allow 7% contingency budget.
6/7/11 - Board approved Broadway Avenue project budget and pilot policy.
6/12/12 - Board approved supplemental agreements 1, 2, and 4.

**Budget Information**

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<tr>
<th>FUNDING:</th>
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<tr>
<td>Combo</td>
<td>Local funds (City of Forest Lake) and 2011 bonds</td>
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<th>FINANCIAL IMPACT:</th>
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<td>YEAR: 2012</td>
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<td>AMOUNT: $773,383.89</td>
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<td>BUDGETED: Yes</td>
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**Approvals**

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<tr>
<td>George Kuprian</td>
<td>Molly O'Rourke</td>
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Presentation Topics

- Project Overview and Update
- Project Schedule
- Supplemental Agreements
Project Overview

- Broadway Avenue Improvement project includes a new interchange with I-35 and roadway reconstruction from US TH 61 to 19th Street.
- Final phase of the “Mega Project”
- Construction began in 2011
- Project completion in fall 2012
Broadway Avenue
Project Schedule

• March 2012 – Began construction (east end of project)
  (west end of project)
• May 2012 – Install landscaping
• September 2012 - Complete construction
  (tentative date)
• October 16, 2012 - Grand Opening
Supplemental Agreements

• Requesting approval of Supplemental Agreements #6, 12, and 13
• Supplemental Agreements #1 – 5, and #11 were previously approved
• Federal funding is covering approximately 2/3 of construction costs
Supplemental Agreements

- SA #6 – $202,608.40 for additional erosion control required for watershed district permit compliance
- SA #12 – $179,490.54 for additional traffic control and portable concrete barriers.
Supplemental Agreements

• SA #13 – $391,284.95 for additional muck excavation and select granular backfill in the northwest ramp freeway ramp, First Avenue NW (backage road,) and within utility trenches along Broadway Avenue

• $105,575.75 are City of Forest Lake costs
Questions?
Appoint members to the 2012 county canvass board for the State General Election.

AGENDA YOU ARE REQUESTING TIME ON: Board
TIME NEEDED: 5 Minutes
ARE YOU SEEKING APPROVAL OF A CONTRACT? No

IS THIS MANDATED? Yes
EXPLANATION OF MANDATE: M.S. 204C requires the appointment of members to and the creation of a county canvass board to certify election results.

BACKGROUND/JUSTIFICATION:
The county canvassing board must meet to canvass the State General Election results, pursuant to M.S. 204C.32, between the third and tenth day following the general election. The membership of the county canvass board is established in M.S. 204C.31 as follows:

"Membership. The county canvassing board shall consist of the county auditor, the court administrator of the district court, the mayor or chair of the town board of the county’s most populous municipality, and two members of the county board selected by the board from its members who are not candidates at the election. Any member of the canvassing board may appoint a designee to appear at the meeting of the board, except that no designee may be a candidate for public office. If one of these individuals fails to appear at the meeting of the canvassing board and in the absence of any selection by the county board from among its own members, the county auditor shall appoint an eligible voter of the county who is not a public official or a candidate for public office to fill the vacancy. Three members constitute a quorum."

The General Election will occur on November 6, 2012 and the canvass board will meet to canvass those results on Tuesday, November 13, 2012 at 1pm in Room 5599 of the Washington County Government Center. Two members of the county board, who are not candidates at the election, may be selected by the board to serve on the canvass board. The only Commissioner eligible to serve on the general election canvass board is Commissioner Lehrke.

The department recommends the appointment of Commissioner Lehrke to serve on the county canvass board. Absent a second eligible commissioner, the department recommends that Molly O'Rourke, County Administrator, be appointed to the county canvass board as a county board designee.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Yes
On August 7, 2012 Commissioner Lehrke and Commissioner Kriesel were appointed to the county canvass board for the state primary election.

FUNDING: NA
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<td>COMMENTS:</td>
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</table>
Request for Board Action

Commissioner's Report

Board Meeting Date: September 18, 2012
Agenda Item Number: 5B

Department Information

<table>
<thead>
<tr>
<th>Originating Department: Property Records &amp; Taxpayer Services</th>
<th>Requestor: Jennifer Wagenius</th>
<th>Requestor Phone: 651-430-6182</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presenter(s): Jennifer Wagenius</td>
<td>Media Contact: Jennifer Wagenius</td>
<td>Media Contact Phone: 651-430-6182</td>
</tr>
</tbody>
</table>

Agenda Item Details

Brief Description of Your Request:
Approve resolution setting a public hearing on October 16, 2012 to consider the petition of Pulte Homes of MN for ISD #833 and ISD #834 detachment and annexation of the following parcels located in Woodbury, MN:


Agenda You Are Requesting Time On: Board
Time Needed: 10

Are You Seeking Approval of a Contract? No

Is This Mandated? Yes

Explanation of Mandate:
Pursuant to M.S. 123A.45 the petition of an owner for the annexation and detachment of land from any independent school district must be considered by the county board and the county board must fix a time and place for hearing said petition.

Background/Justification:
The parcels in question lie in a newly platted subdivision, Dancing Waters 11th Addition. The new subdivision does not follow the line of the existing border between Independent School Districts #833 and #834. The current owner and land developer, Pulte Homes of MN, has worked with ISD #833 and ISD #834 to create a new school district boundary through portions of the subdivision.

Pulte Homes of MN has submitted a petition for the annexation and detachment of the above parcels pursuant to M.S. 123A.45. Both ISD #833 and ISD #834 have submitted letters and school board meeting minutes affirming the detachment and annexation of the above referenced parcels.

In accordance with M.S. 123A.45 the county board shall set a time and place for hearing the petition and the county auditor shall service notice of the hearing on each district, give published notice of the hearing, and give posted notice of the hearing in each school district affected. The hearing shall not be more than 60 or less than 10 days from the date of this meeting.

Previous Action on Request / Other Parties Involved? Yes
September 22, 2005 approval of boundary adjustment by ISD #833 school board.

July 26, 2012 approval of boundary adjustment by ISD #834 school board.
## Budget Information

<table>
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<tr>
<th>FUNDING:</th>
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<td>NA</td>
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## Approvals

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<tr>
<td>Approved</td>
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<td>Approved</td>
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Resolution establishing the Date for a Public Hearing for the detachment and annexation of the following parcels:

12.028.21.32.0087, 12.028.21.32.0088
12.028.21.32.0089, 12.028.21.32.0090
12.028.21.32.0091, 12.028.21.32.0092
12.028.21.32.0093  

WOODBURY, MINNESOTA

WHEREAS, pursuant to M.S. 123A.45 an owner may file a petition with the county auditor for the annexation and detachment of land from any independent school district and the auditor shall present the petition to the county board.

WHEREAS, the Department of Property Records and Taxpayer Services has received an owner petition from Pulte Homes of MN for the detachment and annexation to and from ISD #833 and ISD #834 along with resolutions from the school districts in support of the same.

WHEREAS, pursuant to M.S. 123A.45 the county board must set a public hearing in consideration of an ISD detachment and annexation petition.

NOW, THEREFORE, BE IT RESOLVED, that Washington County will conduct a public hearing on Tuesday, October 16th, at or after 9:00 am at the Washington County Government Center Board Room, Stillwater, MN for consideration of the petition for detachment and annexation of land to and from ISD #833 and ISD #834.

ATTEST:
COUNTY ADMINISTRATOR

HEGBERG  YES  NO
KRIESEL
LEHRKE
PULKRABEK
WEIK

COUNTY BOARD CHAIR

July 2002
http://washnet/forms/CountyBd/Resolution.dot
WASHINGTON COUNTY, MINNESOTA

NOTICE OF PUBLIC HEARING REGARDING THE DETACHMENT AND ANNEXATION OF THE FOLLOWING PARCELS:

12.028.21.32.0087, 12.028.21.32.0088
12.028.21.32.0089, 12.028.21.32.0090
12.028.21.32.0091, 12.028.21.32.0092
12.028.21.32.0093

WOODBURY, MINNESOTA

Notice is hereby given that the Washington County Board of Commissioners will hold a public hearing on Tuesday, October 16, 2012 at 9:00 a.m. in the Washington County Board Chambers at 14949 62nd Street North, Stillwater, MN 55082 to consider the detachment from and annexation to ISD #833 and the detachment from and annexation to ISD #834 of certain properties in Dancing Waters 11th Addition, Woodbury, MN in accordance with Minnesota Statute 123A.45.

The public is encouraged to attend and testify. Both written and oral statements will be accepted at the hearing. Questions or comments may be directed to Jennifer Wagenius, Director of Property Records and Taxpayer Services, at 651-430-6182.

Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Date: September 18, 2012

BY ORDER OF THE BOARD OF COMMISSIONERS OF WASHINGTON COUNTY

By ________________________________________________________________________________________________
County Administrator
Property Records and Taxpayer Services
Petition of Pulte Homes of MN for Detachment and Annexation
ISD #833/#834 Boundary Adjustment
Petition for Detachment and Annexation
Petition for Detachment and Annexation
Proposed ISD #834 Parcels
Petition for Detachment and Annexation
Proposed ISD #833 Parcels
August 28, 2012

Jennifer Wagenius, County Recorder
Washington County Government Center
14949 62nd Street North
Stillwater, MN 55082

RE: ISD833/ISD834 School Boundary Change

Dear Ms. Wagenius:

With this letter Pulte Homes of MN request that Washington County record a revision to the boundary line between the two school districts of South Washington County School District No 833 and Stillwater Area School District No 834. The South Washington County school board approved a resolution in the Fall of 2005 to adjust the boundaries between the two districts to accommodate future development plans in the Dancing Waters subdivision in the city of Woodbury. The Stillwater area school board approved a similar resolution at its August 9, 2012 meeting. Attached with this letter is a map indicating the revised boundary line that was approved by each of the district’s school boards and copies of their respective resolutions approving the change.

Please feel free to me if you have further questions or require additional information in this regard.

Sincerely,

Ian Peterson
Vice President, Land
Pulte Homes of MN
952-988-8210
ADMINISTRATIVE REPORT

TO: School Board

FROM: Mike Vogel, Assistant to the Superintendent for Operations

DATE: September 8, 2005

TOPIC OF REPORT: ISD 833/ISD 834 school district boundary line

PURPOSE OF REPORT: To recommend approval of a revision to the boundary line between the South Washington County School District and the Stillwater Area School District to follow designated lot lines within the Dancing Waters subdivision consistent with the attached maps and the petition submitted to Washington County by Laurent Development Company.

RECOMMENDED BOARD ACTION: Approve

DATE OF BOARD ACTION: September 22, 2005

REPORT

Dancing Waters is a housing development in the NE corner of Woodbury bordered by St. Johns Drive on the West and Valley Creek Road on the South. The development is roughly 1/2 in district 833 and 1/2 in district 834. Previously the 833 & 834 school boards and Washington County approved a revision to the boundary between the two school districts that avoids bisecting lots in the development. The boundary change was approved based a concept drawing for the Dancing Waters subdivision. In the period since the approval of the December 2002 boundary change the developer of Dancing Waters has made a minor change in the layout of the sub-division. As a result they have petitioned the County for a further change in the boundary between 833 and 834 school districts to reflect the change in the lot layouts in their sub-division.

There is no material affect to either school district as a result of this change and the administration of both school districts support the boundary change. All of the parties have agreed to the proposed re-alignment of the boundary contained on the attached map.
The Stillwater area school board has this item on its agenda for approval at its second board meeting in September. Upon approval of the two school boards, the proposed realignment will be submitted to the Washington County Board of Commissioners for their approval. Once approved by the county board, the county will record the change on the deeds of the affected lots.
District 833  
School Board Meeting  
Unofficial Clerk’s Minutes  

22 September 2005

Prior to the regular meeting, a workshop of the School Board was held at 6:00 p.m. for the purpose of discussing Labor and Negotiations Strategy (closed session). Present were Tracy Brunnette, Jim Gelbmann, Denise Kapler, Ron Kath, Al Olson, Carrie Olson, Craig Wruck (via phone conference) and Superintendent Tom Nelson.

1.0 Call to Order. Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District 833, South Washington County, was held on September 22, 2005. The meeting was called to order by Chairperson Brunnette at 7:00 p.m. in the District Service Center, located at 7362 East Point Douglas Road South, Cottage Grove, MN.

1.1 Roll Call. Members present were Tracy Brunnette, Jim Gelbmann, Denise Kapler, Ron Kath, Al Olson, Carrie Olson and Superintendent Tom Nelson. Board member Craig Wruck was absent. Student Representatives Luke Stair (PHS) and Michelle Davis (WHS) were present.

1.2 Pledge of Allegiance.

1.3 Around the District:
- Linda Plante, Principal at Woodbury High School, introduced the homecoming royalty and court for 2005: Jeffrey Jordan (King); Libby Schlewitz (Queen); Heather Seerup; Rachel Radke; Umnia Abdelrahman; Mallory Lee; Michelle Davis; Eddie Schauer; Matt Sabongi; Nico Holmes; Jeffrey Hillard; Gordon Liu.

- Cherie Bien Coffman, Teacher at Park High School and Homecoming Advisor, introduced the homecoming royalty and court for 2005: Mason Green (King); Ashley Hagen (Queen); Mitch Panek; Leah Toliefson; Matt Briggs; Michele Gutierrez; Matt Dague; Nelly Moran; Ryan Jackson; Rachel Doughtery.

1.4 Visitors on Non-Agenda Items – none.

2.0 Approval of Agenda. 2.1 Consent Agenda. It was moved by Ron Kath and seconded by Carrie Olson to approve the format of the consent agenda. Motion carried.

2.2 Main Agenda. Item #5.5 (Approval of Tentative Agreement with the International Union of Operating Engineers Local No. 70 representing the association of Paraprofessionals in ISD 833) and Item #5.6 (Approval of Tentative Agreement with the Rainbow Kids Klub Supervisors, International Union of Operating Engineers Local No. 70) were added to the main agenda. It was moved by Carrie Olson and seconded by Ron Kath to approve the format of the revised main agenda. Motion carried.

3.0 Approval of Minutes. 3.1 August 25, 2005 Regular Meeting Minutes. It was moved by Al Olson and seconded by Ron Kath to approve the minutes from the August 25, 2005 regular meeting. Motion carried.

4.0 Consent Agenda. It was moved by Ron Kath and seconded by Carrie Olson to approve the items on the consent agenda. Motion carried. The consent agenda contained the following:

1
5.2 Approval of Sale of Advance Refunding Bonds: Amy Schultz, Director of Finance, introduced Kristen Hanson from Ehlers & Associates, Inc. who presented information for the sale of advance refunding bonds. On September 8th, the School Board adopted a resolution to set the sale for the School Building Refunding Bonds. These bonds would be used to advance refund two existing bond issuances – the 1998 and 2000A School Building Bonds. The district expects to save taxpayers over $6 million in future debt payments with this sale.

12 sealed proposals were opened today at 11am by Ehlers & Associates, Inc. Piper Jaffray & Co. (Minneapolis, MN) came in as the low bidder with a true interest rate of 3.9802%. Kristen stated that these bonds are being issued to finance an advance crossover refunding of the 2012 through 2015 maturities of the $4,490,000 General Obligation School Building Bonds, Series 1998, dated June 1, 1998; and the 2011 through 2021 maturities of the $55,600,000 General Obligation Bonds, Series 2000A, dated April 1, 2000. The result of this will be a reduction in debt service costs of approximately $5,500,000 in fiscal years 2009 through 2021. This is a direct savings to the district taxpayers.

Administration is recommending the adoption of the “Resolution awarding the sale, determining the form and details, authorizing the execution, delivery and registration, and providing for the payment of General Obligation School Building Refunding Bonds, Series 2005B”.

It was moved by Al Olson and seconded by Ron Kath to approve the resolution as presented. Aye: Al Olson, Ron Kath, Carrie Olson, Denise Kapler, Jim Gelbmann, Tracy Brunnette. Nay: none. Motion was carried.

5.3 Approval of Revision to Boundary Line: Mike Vogel, Assistant to the Superintendent for Operations, presented information of a revision to the boundary line between the South Washington County School District and the Stillwater Area School District. The lot line is within the Dancing Waters subdivision in the NE corner of Woodbury bordered by St. John’s Drive on the west and Valley Creek Road on the south. The development is roughly ½ in District 833 and ⅔ in District 834. Previously, both School Board and Washington County approved a revision to the boundary between the school districts that avoids bisecting lots in the development. The boundary change was approved based upon a concept drawing for the Dancing Waters subdivision. In the period since this approval in December of 2002, the developer of Dancing Waters has made a minor change in the layout of the subdivision. As a result, they have petitioned the County for a further change in the boundary between the 833 and 834 school districts. There is no material affect to either school district as a result of this change and the administration of both districts support the boundary change.

It was moved by Ron Kath and seconded by Carrie Olson to approve the recommendation as presented. Motion was carried.

5.4 Approval of Proposed Levy for Taxes Payable in 2006: Amy Schultz, Director of Finance, presented information on the proposed levy for taxes payable in 2006. According to the “Truth in Taxation” statutes, school districts must certify to the County Auditor their proposed levy for taxes payable in 2006 by September 30, 2005. The State of Minnesota determines how much funding school districts are allowed to levy. Several years ago, the State assumed a large portion of the local school tax burden by using State funds (income and sales taxes) instead of the property tax. This past legislative session, a portion of the increase in funding for schools was shifted back to the property tax. The statewide average increase in the schools portion of the property tax is roughly 13%. District 833 is looking at a 14% increase. The way the State formulas work is that if the district were to under levy in most categories, it would suffer a resulting loss in state aid. The next few months will be spent refining this levy before final action is taken in December.
Agenda Item X.A.  
Date Prepared: July 26, 2012  
ISD 834 Board Meeting

Agenda Item: Boundary Line Revision – Dancing Waters Boundaries: District 833 and 834  
Meeting Date: August 9, 2012  
Contact Person: Dennis Bloom, Director of Operations

Background:  
**Boundary Line Revision – Dancing Waters Boundaries: District 833 and 834**  
Dennis Bloom will provide information to recommend approval of a revision to the boundary line between the South Washington County School District 833 and the Stillwater Area Public School District 834 to follow designated lot lines within the Dancing Waters subdivision consistent with the attached maps and the petition submitted to Washington County by Laurent Development Company.

Dancing Waters is a housing development in the NE corner of Woodbury bordered by St Johns Drive on the West and Valley Creek Road on the South. The development is roughly ½ in District 833 and ½ in District 834. Previously the 833 and 834 school boards and Washington County approved a revision to the boundary between the two school districts that avoids bisecting lots in the development. The boundary change was approved based on a concept drawing for the Dancing Waters subdivision on December 4, 2002. In the period since the approval of the December 2002 boundary change the developer of Dancing Waters has made a minor change in the layout of the subdivision. As a result they have petitioned the County for a further change in the boundary between 833 and 834 school districts to reflect the change in the lot layouts in their subdivision.

South Washington County School District 833 approved this revision on September 22, 2005. Washington County needs documentation of both districts to complete the GIS mapping of the boundary lines. All of the parties had agreed to this proposed re-alignment of the boundary contained on the attached map, but was tabled by District 834 until the final plat was completed. There is no material effect to either school district as a result of this change and the administration of both school districts support the boundary re-alignment.

Administration recommends approval as presented.

Recommendation:  
A motion and a second to approve the Boundary Line Revision – Dancing Waters Boundaries for School Districts 833 and 834.

**Motion by:**  
**Seconded by:**  
**Vote:**

Attachments:  
Laurent Development Request for Boundary Change: Old Map and New Map  
South Washington County Schools Administrative Report  
Board Agenda Item - Stillwater Area Public Schools Dancing Waters Boundaries, December 4, 2002  
Board Agenda Item – Stillwater Area Public School Public Hearing - Washington County Recommendation
I. Call to Order
The meeting was called to order at 7:15 p.m.

II. Roll Call
Board Members Present: George Dierberger, Board Chair; Mike Placek, Vice Chair; Kathy Buchholz, Clerk; Tom Lehmann, Treasurer; Natalie Fedie, Director; Natasha Fleischman, Director; George Hoeppner, Director; and Superintendent Dr. Corey Lunn

III. Pledge of Allegiance
Board member George Dierberger led the Pledge of Allegiance.

IV. Board member George Hoeppner read the district mission statement and board member Natasha Fleischman read the district vision statement.

V. Approval of the Agenda
Motion by Mike Placek; Second by Kathy Buchholz; Vote: 7 Ayes, 0 Nays; Motion Carried.

VI. Introductory Items
A. Student Report
   • The students are on summer break
Superintendent Report
   • Recognized and congratulated the Girls Softball State Championship Team
   • Announced Lakeview is having a Power Up event on August 14 and 23
Chair report
   • Provided an update from the August 9 learning session topics included Board Goals, 21st Century book discussion and school board building liaison assignments
   • Announced a shared services meeting is scheduled for August 16 at Central Services
Board Member Reports
   • Natasha Fleischman announced that she is on the SEE Legislative Committee
   • Thanked all the participants who were on District 834 Relay for Life team
   • Reported on MSBA Summer Seminar he attended
   • Kathy Buchholz reported on the 916 meeting where construction bids were approved for their west facility
   • Natalie announced that AMSD published their 2012 election guide and it can be found at AMSD.org

VII. Open Forum
There were no speakers.

VIII. Consent Items
A. Minutes of July 19, 2012 Board Meeting
B. Bills Payable July 11 through August 3, 2012
C. Human Resources Personnel Report
D. Designate Official Publication – The Stillwater Gazette was designated as the official publication
Motion by, Tom Lehmann; Second by, Natasha Fleischman; Vote: 7 Ayes, 0 Nays; Motion Carried.

IX. Reports
There were no reports for this meeting.

X. Action Items
A. Dancing Waters Boundary Revision
Mr. Dennis Bloom, director of operations, requested approval of a revision to the boundary line between the South Washington County School District 833 and the Stillwater Area Public School District 834 to follow designated lot lines within the Dancing Waters subdivision consistent with the attached maps and the petition submitted to Washington County by Laurent Development Company.
Dancing Waters is a housing development in the NE corner of Woodbury bordered by St Johns Drive on the West and Valley Creek Road on the South. The development is roughly ½ in District 833 and ½ in District 834. Previously the 833 and 834 school boards and Washington County approved a revision to the boundary between the two school districts that avoids bisecting lots in the development. The boundary change was approved based on a concept drawing for the Dancing Waters subdivision on December 4, 2002. In the period since the approval of the December 2002 boundary change the developer of Dancing Waters has made a minor change in the layout of the subdivision. As a result they have petitioned the County for a further change in the boundary between 833 and 834 school districts to reflect the change in the lot layouts in their subdivision.

South Washington County School District 833 approved this revision on September 22, 2005. Washington County needs documentation of both districts to complete the GIS mapping of the boundary lines. All of the parties had agreed to this proposed re-alignment of the boundary contained on the attached map, but was tabled by District 834 until the final plat was completed. There is no material effect to either school district as a result of this change and the administration of both school districts support the boundary re-alignment.

*Motion by George Hoeppner; Second by Natalie Fedie; Vote: 7 Ayes, 0 Nays; Motion Carried*

**XI. Adjournment**
The meeting adjourned to closed session at 7:48 p.m.
Closed session began at 7:51
*Motion by Mike Ptacek; Second by Natasha Fleischman; Vote: 7 Ayes, 0 Nays; Motion Carried.*

The closed session adjourned to open meeting at 8:34 p.m.
*Motion by Natasha Fleischman; Second by George Hoeppner; Vote: 7 Ayes, 0 Nays; Motion Carried.*

The meeting adjourned at 8:35 p.m.
*Motion by Natasha Fleischman; Second by Tom Lehmann; Vote: 7 Ayes, 0 Nays; Motion Carried.*

Respectfully submitted, Kathy Buchholz, School Board Clerk
Black line = Original 833/83Y Boundary
Red line = Approved Change to 833/83Y Boundary
**Department Information**

<table>
<thead>
<tr>
<th>ORIGINATING DEPARTMENT:</th>
<th>REQUESTOR:</th>
<th>REQUESTOR PHONE:</th>
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</thead>
<tbody>
<tr>
<td>Property Records &amp; Taxpayer Services</td>
<td>Steve Gransee</td>
<td>651-430-8272</td>
</tr>
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</table>

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<tr>
<th>PRESENTER(S):</th>
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**Agenda Item Details**

**BRIEF DESCRIPTION OF YOUR REQUEST:**
Approve resolution setting the date, time and sale terms for a private sale to adjacent owner on parcel 02.027.22.41.0011 located in the City of St. Paul Park.

**AGENDA YOU ARE REQUESTING TIME ON:**
Board

**TIME NEEDED:**
5 Minutes

**ARE YOU SEEKING APPROVAL OF A CONTRACT?**
No

**IS THIS MANDATED?**
Yes

**EXPLANATION OF MANDATE:**
State law requires counties to manage tax forfeited land on behalf of the State of Minnesota and return property to private ownership when it is in the public interest.

**BACKGROUND/JUSTIFICATION:**
Parcel 02.027.22.41.0011 forfeited for the non-payment of property taxes on July 22, 1983. The parcel is located in the City of St. Paul Park. The parcel is located adjacent to the prior location of the JAR Bridge on the Washington County side of the Mississippi River. In December 2011 the JAR Bridge forfeited property was offered for sale and purchased by the St. Paul Park Refining Co.

The parcel contains over 150 feet of shoreline which requires DNR approval and special legislation to authorize the sale of the property. The property is completely surrounded by land owned by St. Paul Park Refining Co LLC and the department felt the public interest would be best served by offering this parcel to the adjacent owner. The county requested legislative approval to sell the parcel by private sale to an adjacent owner and legislative approval has been authorized by 2012 Chapter 236 Session Law which was effective August 1, 2012. The legislation specifies the sale would be to an adjacent landowner and that the Department of Natural Resources has determined that the land is not appropriate for them to manage.

In accordance with the legislative approval, the department is recommending the property be sold at a private sale to the adjacent owner. The minimum sale price recommended by the department of $29,000 reflects the value as assigned by the County Assessor’s Office and is similar to the value of like property currently under the ownership of the refinery in this area.

Upon approval of the Board, the department will mail a letter to the adjacent landowner notifying them of the sale, the minimum sale price, and sale terms. This notice will go out at least 30 days prior to the sale date of October 22, 2012. The adjacent owner, if interested in acquiring the property, will be required to submit a sealed bid in the form of a check for at least the minimum sale price. In addition to the amount of the winning bid, a successful bidder will also be responsible for a state deed fee, a recording fee, state deed tax and 3% state assurance fee. This information will be included with the letter sent to the adjacent owner.

The department recommends approval of the attached resolution setting the sale date of October 22, 2012, and a minimum sale price of $29,000 for the private sale to adjacent owners of parcel 02.027.22.41.0011.
### Budget Information

| FUNDING: | NA |

### Approvals

| COUNTY ATTORNEY: | George Kuprian | RECOMMENDATIONS: | Approved |
| COUNTY ADMINISTRATOR: | Molly O'Rourke | RECOMMENDATIONS: | Approved |
| COMMENTS: | | COMMENTS: | |
RESOLUTION APPROVING PRIVATE SALE TO ADJOINING LAND OWNERS THROUGH SEALED BID

WHEREAS, the following parcel has forfeited to the State of Minnesota, and

WHEREAS, the Washington County Board of Commissioners desires to bring this parcel of tax forfeited land back to the tax rolls,

WHEREAS, the county is authorized through special legislation that was effective August 1, 2012 to sell by private sale to an adjacent landowner the tax forfeited land described below, and

THEREFORE, BE IT RESOLVED that Washington County Board of Commissioners establishes the appraised values as listed below, and

FURTHER, BE IT RESOLVED that Washington County Board of Commissioners directs the Department of Property Records & Taxpayer Services to sell the following parcel on October 22, 2012 at 10:00 AM for not less than the appraised value plus all other additional fees and costs.

<table>
<thead>
<tr>
<th>PID#</th>
<th>Municipality</th>
<th>Appraised Value</th>
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<tbody>
<tr>
<td>02.027.22.41.0011</td>
<td>St Paul Park</td>
<td>29,000</td>
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</table>

ATTEST:

COUNTY ADMINISTRATOR: HEGBERG, YES
KRIESEL, NO
LEHRKE, NO
PULKRABEK, NO
WEIK, NO

COUNTY BOARD CHAIR:
This drawing is the result of a compilation and reproduction of land records as they appear in various Washington County offices. The drawing should be used for reference purposes only. Washington County is not responsible for any inaccuracies.
Property Records and Taxpayer Services

Private Sale of Tax Forfeited Parcel
Tax Forfeited Parcel #02.027.22.41.0011 located in City of St. Paul Park
Request for Board Action

Commissioner’s Report

Department Information

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<th>REQUESTOR PHONE:</th>
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<tr>
<td>Public Health &amp; Environment</td>
<td>Judy Hunter</td>
<td>651-430-4031</td>
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<tr>
<td>PRESENTER(S):</td>
<td>MEDIA CONTACT:</td>
<td>MEDIA CONTACT PHONE:</td>
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<td>Judy Hunter</td>
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Agenda Item Details

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<tr>
<th>BRIEF DESCRIPTION OF YOUR REQUEST:</th>
<th>ARE YOU SEEKING APPROVAL OF A CONTRACT?</th>
<th>EXPLANATION OF MANDATE:</th>
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<tbody>
<tr>
<td>Washington County Board of Commissioners approval of the 2013-2015 Waste Processing Agreement between Ramsey County and Washington County and Resource Recovery Technologies, (RRT), and authorize the Chair and County Administrator to execute the Agreement.</td>
<td>Yes</td>
<td>Minn. Statute 473.803 requires development and implementation of county solid waste management plan which meets state goals.</td>
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<tr>
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<th>IS THIS MANDATED?</th>
<th>BACKGROUND/JUSTIFICATION:</th>
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<tr>
<td>Board</td>
<td>20</td>
<td>Yes</td>
<td>The current Processing Agreement with Resource Recovery Technologies, LLC (RRT) expires at the end of 2012. In November, 2011 RRT requested negotiations for a new processing agreement. RRT cited a “market gap” between the price of landfills and processing of waste. At its March 29, 2012 meeting the Ramsey/Washington Resource Recovery Project Board (Project Board) accepted material terms and conditions for a new processing agreement with RRT, and directed staff to prepare the final agreement for County Board action. Following the Project Board action in March, staff prepared and sent a draft agreement to RRT on April 16, 2012. After meeting with several haulers, RRT contacted the Counties stating that they needed to reopen negotiations, based on the legislative delayed on enforcement of the processing mandate 473.848 and RRT stated that it had misjudged the out-of-state landfill market. On June 11, 2012 the Project Board Executive Committee provided staff with additional direction. The Committee reiterated that the Counties’ primary interest in continuing to work on waste processing is the environmental goal to recover energy and materials from waste, and that it is very difficult to accomplish in the current market. The Executive Committee directed staff to reopen negotiations with RRT and provided direction for the negotiations. Through numerous meetings and discussions over the summer, staff and RRT reached agreement on revised terms and conditions for a new processing agreement. At its August 23, 2012 meeting, the Resource Recovery Project Board accepted revised Terms and Conditions, and recommended that the respective County Boards approve a processing agreement based on these terms. A 2013 – 2015 Processing Agreement has been prepared by the parties, and agreed to and executed by RRT. The 2012 Project Board budget cost for processing is $8.4 million. The 2013-2015 Project Board budget cost for processing remains at that level, $8.4 million for all three years. Washington County’s portion of the processing service cost each year is $2,268,000. Under this agreement the Facility in Newport will continue to operate as a private venture, as it has since 1987. RRT will be responsible for the business risks inherent in this industry, including</td>
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a guarantee that delivery of a minimum amount of waste will occur. Beside the Agreement with the Counties, RRT will have agreements with Xcel Energy for RDF combustion, with landfills for residue disposal, with one or more labor unions for employees, and with waste haulers for waste delivery.

During this three year term the Counties will have time to analyze how to continue processing waste, whether through continued contracts with the private owner of the facility, or by purchasing the facility. This is a complicated process, and will take 1-2 years to complete and does not obligate the County to purchase the facility.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No

**Budget Information**

<table>
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<tr>
<th>FUNDING:</th>
<th>EXPLANATION OF FUNDS:</th>
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<tr>
<td>Other</td>
<td>County Environmental Charge</td>
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**FINANCIAL IMPACT:**

| YEAR: 2013 | AMOUNT: $2,268,000 | BUDGETED: Yes |

**Approvals**

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<tr>
<th>COUNTY ATTORNEY:</th>
<th>COUNTY ADMINISTRATOR:</th>
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<tr>
<td>George Kuprian</td>
<td>Molly O'Rourke</td>
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Waste Processing Agreement between Ramsey County and Washington County and Resource Recovery Technologies,

WHEREAS, Ramsey and Washington Counties have committed to continue to protect and ensure the public health, safety, welfare, and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in the County; and

WHEREAS, it is the stated policy of the State of Minnesota, under the Waste Management Act of 1980, to manage solid waste in an environmentally sound manner; and

WHEREAS, Ramsey and Washington Counties and have approved County Solid Waste Master Plans; and

WHEREAS, since 1982 Ramsey and Washington Counties, have implemented a joint program for researching, developing, and implementing both the “Ramsey/ Washington Waste-to-Energy Project” and the “Ramsey/Washington County Resource Recovery Project” (the “Project”), and have a joint powers agreement for the period of 2007-2012, which has been renewed for 2013-2017, to work together on waste processing; and

WHEREAS, Ramsey and Washington Counties (“Counties”) are parties to a Processing Agreement, with a term through December 31, 2012, with Resource Recovery Technologies, LLC (“RRT”), a Delaware limited liability company, having its principal place of business in Minnesota and authorized to do business in the State of Minnesota, and which owns and operates the Ramsey/Washington County Resource Recovery Facility (“Facility”) in Newport, Minnesota; and

WHEREAS, The Resource Recovery Project staff, consultants and attorneys entered into discussions with RRT to develop a new agreement for processing after the expiration of the current Processing Agreement, and the result of those discussions were material terms and conditions for a Processing Agreement for 2013 – 2017; and

WHEREAS, The Resource Recovery Project Board, at its August 23, 2012 meeting, approved Resolution 2012-RR-03, accepting the material terms and conditions, directed staff to complete a Processing Agreement, and to bring the agreement to the Ramsey and Washington County Boards for consideration.

NOW THEREFORE, BE IT RESOLVED, contingent upon Ramsey County approval of the Waste Processing Agreement, the Washington County Board of Commissioners hereby approves the Waste Processing Agreement between Ramsey County and Washington County and Resource Recovery Technologies, (RRT), with a term of January 1, 2013 through December 31, 2015.

BE IT FURTHER RESOLVED, The Washington County Board of Commissioners authorizes the Chair and County Administrator to execute the Agreement.

ATTEST:

COUNTY ADMINISTRATOR

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<tr>
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<th>YES</th>
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COUNTY BOARD CHAIR

July 2002
http://washnet/forms/CountyBd/Resolution.dot
2013 – 2015 Processing Agreement

Washington County Board Meeting
September 18, 2012
Background

• March 29, 2012 Terms and Conditions
• RRT (Resource Recovery Technologies) misjudged the market
• Negotiations resumed July - August
• Revised Terms and Conditions approved by Project Board
• Agreed Upon Processing Agreement completed
Overview of Impact to County Goals

• Environmental objectives met: Assures that processing will continue for at least three years as outline in County Master Plan
• Economics of solid waste does not currently support a merchant approach.
• Provides some continued stability in East-Metro solid waste market
• Continues operation as a private venture
• Provides time for Counties to analyze how to continue processing, and decide on facility ownership
Why Service Is Important

• State, regional and county environmental policy
  – Reduced risk: environmental, economic
  – Groundwater protection
  – Resource conservation
  – Local, renewable energy source
  – Greenhouse gas reductions

• RRT is a local business; with Xcel and contractors over 100 jobs

• Cost of processing is an economic driver for the integrated system: it makes recycling, organics management work.
Processing Agreement
Terms and Condition

• 3-year term: 2013 – 2015
• Hauler rebate of $28 per ton
• Total annual rebate capped at $8.4 million; if Counties pay more, RRT will reimburse
• RRT guarantees delivery of specific tonnages of County Waste each year
• Option to Purchase language outlines a clear process
Option to Purchase

• Decision process is complicated, with several facets

• Agreement includes
  – Exclusive option to purchase if RRT
    • Decides to sell
    • Decide to stop using the Facility to process waste
    • Defaults on the Agreement
  – Unconditional exclusive option beginning 1/1/15 through that year
Option to Purchase

• First step: Deciding on a purchase price
• Does not commit the Counties to buying
• Two phases to arrive at a price
  – From execution – 3/31/2013: good faith negotiations
  – If no agreement on a price, then binding arbitration by 12/31/2013.
• Purchase price limited to value of land and buildings, value of machinery, equipment, rolling stock, supplies, etc; documented capital costs, less depreciation. Value of hauler rebates not included.
• Need for an appraiser: to enter negotiations with information
Option to Purchase

• If Counties exercise the option in 2015, RRT has the right to reject the purchase. If they do, then
  – Agreement automatically extends two years, through 2017.
  – RRT must meet its obligations and guarantees
  – Counties do not pay hauler rebates in 2016, 2017 (meaning, that RRT would have to survive as a merchant facility)
  – Counties have right of first refusal during the extended term
Financial Context

• This is an Agreement in which the Counties are purchasing waste processing services on behalf of generators in the Counties.

• Generators pay in two ways: to their hauler as part of their hauler bill, to the County through the CEC.
Financial Impact

• 2012 Project Board budgeted amount for processing is $8.4 million

• 2013 – 2017 annual maximum Project Board expense is $8.4 million: no increase in Project Board budget for processing for three years

• Washington County’s share for processing service will be $2,268,000
Revenue for Resource Recovery Services, 1994 - 2015, including Tipping Fees, Rebates, Processing Payments
County Waste Deliveries and Costs, 1994 - 2015

- **Amount of County Waste Delivered (tons)**
- **Total Annual Cost per Ton**

**RRT Processing Agreement goes into effect**

**Projected, based on proposed Processing Agreement**
Next Steps

• Ramsey and Washington County Board action on Processing Agreement 9/18/2012

• 2013 Project Budget
  – Budget Committee - 10/1/2012
  – Project Board – 10/18/2012
  – County Boards – October
Public Ownership Issues

• Legal
  – Governance structure
  – Legal risk analysis
  – Plans, ordinance changes
  – Federal court decisions and flow control

• Operational
  – Waste assurance
  – Labor
  – Contracted services
  – Various agreements (fuel, landfill, hauler)

• Financial
  – Capital expenditures and financing options
  – Operational costs and modeling

• Transactional
  – Appraisal, arbitration, pricing
  – Due diligence related to facility operation and condition
  – Financial analyses
County Board Action Requested

WHEREAS, Ramsey and Washington Counties have committed to continue to protect and ensure the public health, safety, welfare and environment of each County's residents and businesses through sound management of solid and hazardous waste generated in the County; and

WHEREAS, it is the stated policy of the State of Minnesota, under the Waste Management Act of 1980, to manage solid waste in an environmentally sound manner; and

WHEREAS, Ramsey and Washington Counties and have approved County Solid Waste Master Plans; and

WHEREAS, since 1982 Ramsey and Washington Counties, have implemented a joint program for researching, developing, and implementing both the “Ramsey/Washington Waste-to-Energy Project” and the “Ramsey/Washington County Resource Recovery Project” (the “Project”), and have a joint powers agreement for the period of 2007-2012, with a renewal clause, to work together on waste processing; and

WHEREAS, Ramsey and Washington Counties (“Counties”) are parties to a Processing Agreement, with a term through December 31, 2012, with Resource Recovery Technologies (RRT), which owns and operates the Ramsey/Washington County Resource Recovery Facility (“Facility”) in Newport, Minnesota; and

WHEREAS, The Resource Recovery Project Board accepted Terms and Conditions agreed to by RRT on March 29, 2012 (Resolution 2012 – RR-1) for a processing agreement beginning in 2013; and

WHEREAS, RRT subsequently requested, in writing, to re-open negotiations due to market conditions, and the Resource Recovery Project Executive Committee authorized staff to negotiate further with RRT; and

WHEREAS, staff, consultants and attorneys have had further discussions with RRT to develop a new agreement for processing after the expiration of the current Processing Agreement and the result of those discussions have prepared revised Terms and Conditions for a new Processing Agreement for 2013 – 2015; and

WHEREAS, RRT has agreed to the revised Terms and Conditions for a new Processing Agreement and has written a letter to that effect.


BE IT FURTHER RESOLVED, The Project Board recommends that the Ramsey and Washington County Boards approve and execute the Processing Agreement with RRT based on the revised Terms and Conditions.

[Signature]
Commissioner Dennis Hegberg, Chair

August 23, 2012
AGENDA ITEM  A-1

RAMSEY/WASHINGTON COUNTY RESOURCE RECOVERY PROJECT
REQUEST FOR BOARD ACTION

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<tbody>
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<td>FROM:</td>
<td>Joint Staff Committee</td>
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</tr>
<tr>
<td>DOCUMENT DESCRIPTION:</td>
<td>2013 - 2015 Processing Agreement</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>1. Memorandum with five attachments</td>
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<td>2. Resolution</td>
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</table>

BACKGROUND:

At its March 29, 2012 meeting the Project Board accepted material terms and conditions for a new processing agreement with Resource Recovery Technologies (RRT), and directed staff to prepare the final agreement for County Board action. Following the Project Board action in March, staff prepared and sent a draft agreement to RRT on April 16, 2012. After meeting with several haulers, RRT contacted the Counties stating that they believed it would be difficult to contract with haulers for a tipping of $66 per ton, and through a letter dated June 7, 2011, requested that negotiations be reopened. On June 11, 2012, the Executive Committee directed staff to reopen negotiations with RRT and provided specific direction. Staff and RRT have negotiated revised terms and conditions of a processing agreement with RRT, modified from the March 29, 2012 version.

At the time of the mailing for the Project Board meeting, final language was not complete on the new Processing Agreement, but the parties are very close to completion. The revised terms and conditions are presented for Project Board consideration. If available before the Project Board meeting, the new Processing Agreement will be distributed under separate cover. The attached documents provide more detail.

PROJECT BOARD ACTION REQUESTED:


FINANCIAL IMPLICATIONS OF ACTION:

The Counties would be responsible for paying a rebate to haulers that deliver County Waste to the Facility; the amount of the rebate in 2013-2015 is $28 per ton, with the total annual amount in each year capped at $8.4 million.

ADMINISTRATIVE COMMENTS:

REVIEWED BY:

Ramsey County Attorney Date

Washington County Attorney Date

Budgeting & Accounting Date

8/16/2012

8/16/2012
August 15, 2012

To: Ramsey/Washington County Resource Recovery Project Board
From: Joint Staff Committee
Re: Processing Agreement with Resource Recovery Technologies (RRT)

Action Requested
Staff request that the Project Board accept the revised Terms and Conditions of a 2013 – 2015 Processing Agreement and recommend that the Ramsey and Washington County Boards approve the Processing Agreement based on those Terms and Conditions.

Background
At its March 29, 2012 meeting the Resource Recovery Project Board accepted material terms and conditions for a new processing agreement with RRT, and directed staff to prepare the final agreement for County Board action. The terms and conditions included the following key elements:

- A five year term, from 2013 – 2017;
- An $86 per ton tipping fee, with the Counties providing a $20 per ton hauler rebate for 2013-2015, followed by an evaluation of the market in 2015 to determine if rebate should be reduced in 2016 and 2017; and
- A revised Option to Purchase for the Counties.

Following the Project Board action in March, staff prepared and sent a draft agreement to RRT on April 16, 2012. After meeting with several haulers, RRT contacted the Counties stating that they believed it would be difficult to contract with haulers for a tipping of $66 per ton. After several phone conversations, RRT continued to back away from the agreed upon terms and conditions. Since staff did not have authority to reenter negotiations, staff requested a letter from RRT stating its position; RRT delivered a letter on June 7, 2012 requesting that negotiations be reopened. That letter is included as Attachment A.

RRT noted two reasons for the need to reopen negotiations. First, RRT cited the legislation that delayed enforcement of the processing mandate in Minnesota Statute Section 473.848, requiring MPCA to prepare a report to the legislature on its plans to enforce the processing mandate. Second, RRT stated that it had misjudged the out-of-state landfill market, and that the disposal market was not at $66 per ton as they thought, but realized it is actually closer to $53 per ton. RRT requested to increase the hauler rebate to $28 per ton, said that it would reduce its tipping
fee from $86 to $84 per ton, and would cap the Counties’ annual financial exposure at $8.4 million. RRT noted that its proposal does not “improve the financial projections of RRT”.

Based on RRT’s claims about market price, staff and consultants from Foth made inquiries of a number of waste haulers to verify RRT’s claims. From conversations with those haulers, it is clear that RRT misjudged the market, and the market would not support a tipping fee of $66 per ton.

Staff presented the RRT letter to the Project Board Executive Committee at its June 11, 2012 meeting. The Committee reiterated that the Counties’ primary interest in continuing to work on waste processing is the environmental goal to recover energy and materials from waste, and that it is very difficult to accomplish in the current market. They expressed concern about RRT’s knowledge of the market and interactions with haulers. They also talked about some Commissioners’ renewed interest in purchasing the facility.

The Executive Committee directed staff to reopen negotiations with RRT and provided direction, which included:

- The contract should not exceed $8.4 million per year;
- The hauler rebate should be a fixed amount, and it should not vary from hauler to hauler, and should be explicitly stated in the agreement;
- Retain and strengthen, if possible, the Option to Purchase language from the March 29, 2012 terms and conditions.
- Staff should strongly consider a cap and floor on tonnages; and
- Contract should be up to five years, with consideration for a shorter term.

Through numerous meetings and discussions in the last three months, staff and RRT have reached agreement on revised terms and conditions for a new processing agreement. A processing agreement is nearly complete.

The proposed Processing Agreement meets the criteria established by the Executive Committee. The Agreement also contains a realistic opportunity for the Counties to purchase the facility. The Agreement:

- Three year term, 2013-2015
- Hauler rebate of $28 per ton,
- Caps the Counties annual costs at $8.4 million,
- Establishes a minimum tonnage guarantee that RRT has to meet, and
- Creates a workable option to purchase for the Counties, and a process to establish a purchase price.

**Overview of Revised Terms and Conditions**

Staff worked with RRT to revise the terms and conditions that had been previously accepted by the Project Board on March 29, 2012. Redlined versions of the Terms and Conditions from the March version are included in Attachment B and Attachment D is the final revised Terms and Conditions.
The revised Terms and Conditions for a 2013 - 2015 Processing Agreement includes these key elements (see Attachment D for details):

- A hauler rebate of $28/ton for the term.
- The total annual rebate amount for the Counties is capped at $8.4 million. That is the equivalent of 300,000 tons per year at $28 per ton. If the Counties pay rebates over that amount in a calendar year, because more than 300,000 tons are delivered, RRT will reimburse the Counties for payment of rebates above that amount.
- RRT will guarantee receipt of specific tonnages each year. The penalty for RRT failing to receive the guaranteed tonnages (275,000 tons in 2013; 300,000 tons in each 2014 and 2015) is an Event of Default.
- Includes an option for the Counties to purchase the Facility. Under the option to purchase the Counties have the following exclusive option to purchase in two scenarios:
  1) If RRT decides to sell, decides to stop using the Facility to process waste and/or produce RDF, or defaults, the Counties can exercise their option.
  2) After January 1, 2015 the Counties have an exclusive option to purchase during calendar year 2015; if this occurs the Counties would take possession on December 31, 2015.
     - If the Counties exercise this option, RRT has the right to reject the purchase within 30 days of receiving notice.
     - If RRT rejects the purchase, the Agreement automatically extends two years, with no obligation by the Counties to pay a rebate during the extended term, and the Counties have a right of first refusal to match any sale price during the extended term.
  3) The price the counties would pay for the Facility will be established at the beginning of the Agreement. This is an important step, so that the Counties will know what the cost is before they would decide to buy the facility. The process to establish a purchase price:
     - Begins upon execution of the agreement in 2012.
     - The Agreement provides that the purchase price be based only on a) the value of the land and buildings comprising the Facility plus b) the value of the Facility’s machinery and equipment, rolling stock including transfer trailers and mobile equipment such as loaders and yard tractors, plus c) the value of all existing spare parts and tools inventory, plus d) the value of all office furniture and computer equipment and software, plus e) RRT’s documented capital costs incurred during the Agreement minus depreciation on those capital costs.
     - Any calculation for determining the value of the Facility assumes a value of zero ($0) dollars for any rebates provided by the Counties. This is an important concept; in that the Counties would not want to pay for the value of the business that they create, that is, pay twice for the same result.
     - The Process to establish the price has two parts:
       - Good faith negotiations from the time of execution of the Agreement through March 31, 2013.
• Should the parties not agree on a price through negotiation, then they would enter binding arbitration, at the Counties sole discretion, with a decision by December 31, 2013.

**Consequences of Moving forward with an Agreement**
The Agreement with RRT assures that processing a portion of County waste will continue for at least three years. This Agreement provides some continued stability in the East-Metro solid waste market, and continues to assure that the Counties environmental goals, as outlined in their respective Master Plans, are met.

Under this agreement the Facility in Newport will continue to operate as a private venture, as it has since 1987. RRT will be responsible for the business risks inherent in this industry, including a guarantee that delivery of a minimum amount of waste will occur. Beside the Agreement with the Counties, RRT will have agreements with Xcel Energy for RDF combustion, with landfills for residue disposal, with one or more labor unions for employees, and with waste haulers for waste delivery.

During this three year term the Counties will have time to analyze how to continue processing waste, whether through continued contracts with the private owner of the facility, or by purchasing the facility. This is a complicated analysis, and will take 1-2 years to complete.

There are important business reasons to establish a purchase price for the Facility, and an important step in that is for the Counties to secure an appraisal of the value of Facility before entering into negotiations. A separate Board action is on the agenda for August 23rd to retain a qualified appraiser to secure that information. Without an appraiser, the Counties would be blindly entering negotiations to establish the purchase price.

**Financial Projections**
Attachment C includes financial information that outlines the cost of the Processing Agreement to the Counties. The table includes the history of County payments for processing, through the Processing Payment and Hauler Rebate, since 2007. It also includes projected payments for the hauler rebate going forward under a two waste delivery scenarios for Ramsey and Washington County waste: 300,000 tons per year and 420,000 tons per year. It also shows the individual County contributions that would result in those scenarios.

The 2012 budget for the cost of processing is $8.4 million. That means that the budgeted cost of waste processing will remain level for years 2013 – 2015. Importantly, the proposed Processing Agreement maintains that budgeted amount as a maximum payment for three years, which does not require an increased amount in budgeted County contributions for waste processing.

**Attachments**
- Attachment A: June 7, 2012 letter from RRT.
- Attachment B: Redlined version of the 3/29/2012 Terms and Conditions.
- Attachment C: Financial Considerations.
- Attachment D: proposed revised Terms and Conditions for a 2013 – 2015 Processing Agreement.
### 2007 - 2012 Resource Recovery County Contributions

<table>
<thead>
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<th>2007</th>
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<th>2011</th>
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Notes: Based on actual costs 2007-2011 and 2012 projected using 350,000 county tons delivered.

### 2013 - 2015 Projected Resource Recovery Payments for Processing Waste at 300,000 tons delivered

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<thead>
<tr>
<th></th>
<th>2013</th>
<th>2014</th>
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Notes: Hauler Rebate of $24 per ton; assumes 300,000 tons of waste delivered each year

### 2013 - 2017 Projected Resource Recovery Payments for Processing Waste - 300,000 tons

<table>
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<tr>
<th></th>
<th>2013</th>
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<tr>
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<td>$0</td>
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Notes: Ramsey County 73%, Washington County 27%, pursuant to the Joint Powers Agreement

### 2013 - 2017 Projected Resource Recovery Payments for Processing Waste at 420,000 County tons

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<td>$0</td>
<td><strong>$25,200,000</strong></td>
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Notes: Hauler Rebate of $28 per ton 2013 – 2015; Counties would pay rebate totals of 11,760,000, but would receive payments from RRT in the amount of $3,360,000, making the net cost the amount shown.

### 2013 - 2017 Projected Resource Recovery Payments for Processing Waste - 420,000 tons

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<td><strong>$6,804,000</strong></td>
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</tbody>
</table>

Notes: Ramsey County 73%, Washington County 27%, pursuant to the Joint Powers Agreement

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8/15/2012
Page 5 of 5
June 7, 2012

Ms. Judy Hunter  
Senior Program Manager  
Department of Public Health & Environment  
Service Center – Cottage Grove  
13000 Ravine Parkway  
Cottage Grove, Minnesota 55106

Mr. Zachary Hansen  
Environmental Health Director  
Environmental Health Section  
2785 White Bear Avenue North, Suite 350  
Maplewood, MN 55109-1320

Re: Resource Recovery Hauler Rebate Program

Dear Ms. Hunter and Mr. Hansen,

On September 22, 2011, at the invitation of the Ramsey Washington County Resource Recovery Project Board, RRT presented its proposal to continue waste to energy processing at the Newport facility upon the expiration of the present contracts in December, 2012. In that presentation, RRT provided the attached Exhibit A showing reduction in county support payments since 2007 and affirmed its commitment to work toward achieving a “market approach” and thereby eliminate the necessity of Ramsey/Washington financial support for processing at Newport. However, as was noted in the presentation, the reality of a market approach requires that the economics of processing be roughly equal with alternative disposal methods. For Newport, this means net tip fees at Newport must be competitive with those charged by applicable landfills, most notably the fees in place at Waste Management’s Burnsville landfill.

The discussion then turned to the efforts being undertaken by the MPCA to enforce Minn. Stat. §473.848 as a means to ensure metro waste processing facilities be utilized at their respective full capacities. It was noted that a hoped-for impact of such enforcement would be seen in elevating metro landfill tip fees and thereby further narrowing the market approach “gap” between processing and landfill. It was also noted that the “ceiling” on metro landfill tip fees, irrespective of whether §473.848 is enforced, is the all-in costs (transportation/tip fee/tax) of out-of-state landfills such as the Veolia facility in Eau Claire. The conclusion was that this ceiling should be approximately $66/ton, resulting in a $20 gap between that amount and the $86/ton tip fee required for
processing to be economically viable at Newport. Accordingly, RRT requested the Project Board consider providing financial support of $20/ton for up to 420,000 tons of MSW delivered to Newport beginning in 2013 (under the assumption that Newport requires approximately 420,000 tons of MSW to produce the 370,000 tons of RDF required by the two Xcel burn plants) for an aggregate economic support commitment of up to $8.4mm annually. The Project Board approved this $20 per ton/420,000 tons proposal on March 29.

Since that approval was given, there have been two notable developments. First, at the close of the 2012 legislative session in May, metro haulers led by Waste Management were successful in inserting a requirement that any enforcement of §473.848 would not begin until February 15, 2013 (i.e. after the expiration of the hauler delivery agreements presently in place at Newport). Second, after meeting over the past several months with many of the haulers operating in Ramsey/Washington counties (including multiple meetings with both of the metro landfill owners, Waste Management and Republic), it is now apparent that RRT misjudged the out-of-state market and that this alternative is approximately $53 per ton rather then the $66 as previously believed.

In light of these two developments, RRT is requesting a number of changes to the structure of the hauler rebate program previously approved by the Ramsey Washington Resource Recovery Project Board:

1. Instead of the $20/ton rebate amount, the actual hauler rebate will be calculated by taking the difference in the net rates offered to haulers as documented in the signed hauler contracts and the $86 tip fee in place at Newport.

2. The hauler rebate exposure for Ramsey and Washington counties will be capped at $8.4 million annually. Should the hauler rebates exceed $8.4 million in any calendar year, RRT will reimburse the counties for the amount paid by the counties to haulers in excess of $8.4 million so that the hauler rebate can be fairly distributed to all haulers participating in the program during the year (i.e. haulers get paid on all Ramsey/Washington delivered).

It is important to emphasize that the proposed changes in the hauler rebate program as outlined above do not improve the financial projections of RRT. Rather, it is a proposal to react to current market conditions to insure processing can continue in 2013 and thereafter. It is also important to note that, even if the full $8.4 million is paid to the haulers in the form of hauler rebates in 2013 and thereafter, it is still $400,000 less than the total subsidy paid out by the Ramsey and Washington counties in 2011.

In our discussions with Ramsey/Washington haulers, most if not all have stated that they support waste processing and even prefer to tip at Newport provided there is parity in the marketplace, meaning the price is competitive and that all haulers agree to an “all waste” contract. RRT firmly believes that, with the rebate program refined as set forth above, it will be successful in executing contracts with all of the haulers operating in Ramsey and
Washington counties and thus ensure the continuation of waste processing at Newport through 2017.

Please don’t hesitate to contact me should you have any questions or comments regarding the foregoing.

Respectfully,

[Signature]

Chris Gondeck
## Resource Recovery Technologies
### Total Subsidies Paid by Ramsey-Washington Counties
#### 2007-2011

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<td>318,550</td>
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## Schedule A

### Total Subsidies Paid by Ramsey-Washington Counties 2007-2011

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<tbody>
<tr>
<td>Ramsey-Washington</td>
<td>325,144</td>
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<tr>
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The Counties’ goal is that the Newport refuse-derived fuel processing facility (Facility) evolve into a merchant facility, without reliance on any County subsidies. However, the Counties have determined that it is likely that there is a need for a “bridge” agreement between the Counties and RRT for at least a few years of additional County support in the form of a hauler rebate.

This is a service agreement between R/W Counties and RRT; the Counties are purchasing waste processing services on behalf of waste generators to accomplish the Solid Waste Master Plan policies of the Counties.

Key Terms:

1. **New Agreement**: This will be a new Agreement to replace the existing agreement, with many of the key provisions related to obligations and guarantees remaining.

2. **Term**: Most provisions would be five years: 1/1/13 through 12/31/17. A three year term, from January 1, 2013 through December 31, 2015. However, the process to establish an option purchase price for the facility would begin after execution in 2012 and would be completed by December 31, 2013.

3. **Use of Facility**: RRT will continue to use the Facility for solid waste processing and RDF production. RRT will continue to be free to accept waste from other counties (Non-County Waste) at any tipping fee, but would have to give priority to Ramsey &Washington County waste.

4. **Waste Procurement**: RRT will continue to contract with Ramsey and Washington County waste haulers to assure waste supply. For calendar year 2013 RRT will guarantee delivery of at least 275,000 tons of County Waste. For calendar years 2014 and 2015 RRT will guarantee delivery of at least 300,000 tons of County Waste. RRT will provide contracts for County Waste prior to the beginning of each calendar year, with an estimate showing expected waste deliveries. The penalty for not receiving the guaranteed tonnage will be an Event of Default under the Agreement.

5. **Hauler Access**: All waste haulers that serve the Counties will continue to be assured of Facility access.

6. **Tipping Fee**: RRT will continue to be responsible to establish and collect the tipping fees.

7. **Public Entity Waste**: Ramsey/Washington Counties Public Entity waste has to be accepted at the lowest price offered at the Facility.
8. **Landfill Contract**: RRT will be responsible for contracting for landfill capacity for residue and rejects.

9. **Public Access to Facility**: The facility must be available to residents of Ramsey and Washington Counties.

10. **Hauler Rebate Programs.** The Counties will continue to offer throughout the Term a Licensed Hauler rebate program that pays Licensed Haulers a processing rebate for each Ton of County Waste accepted at the Facility or any Alternative Facility Collection Point, as follows:

<table>
<thead>
<tr>
<th>Counties’ Processing Rebate per Ton of County Waste to Licensed Haulers</th>
<th>2013</th>
<th>2014</th>
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<td>To-Be Determined in 2015</td>
</tr>
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</table>

The Counties will pay the processing rebate directly to the Licensed Haulers. The obligation of the Counties to pay Licensed Haulers the processing rebate for use of the Facility shall be limited to $8,400,000 per calendar year. In the event the Counties payment of the processing rebate for the Facility is greater than $8,400,000 for a calendar year, RRT shall reimburse the Counties for such overage no later than February 1 of the subsequent year.

The status of the rebate for 2016 and 2017 will be determined as follows:

A. If, by October 1, 2015, RRT has contracted for annual delivery of a total of 337,500 tons of County Waste, then the Counties will provide a Hauler rebate of nineteen Dollars ($19.00) per ton for delivery of County Waste to the Facility in 2016 and 2017.

B. Should RRT not have a total of 337,500 tons of County Waste under contract, but have received 337,500 tons of County Waste, during the period of September 1, 2014 through August 31, 2015, then the Counties will provide a Hauler rebate of nineteen Dollars ($19.00) per ton for delivery of County Waste to the Facility in 2016 and 2017.

C. Should RRT not have a total of 350,000 tons of County Waste under contract, but have received 350,000 tons of County Waste, during the period of September 1, 2014 through August 31, 2015, then the Counties will provide a Hauler rebate of eighteen Dollars ($18.00) per ton for delivery of County Waste to the Facility in 2016 and 2017.

D. Should RRT not have a total of 350,000 tons of County Waste under contract, but have received 350,000 tons of County Waste, during the period of September 1, 2014 through August 31, 2015, then the Counties will provide a Hauler rebate of eighteen Dollars ($18.00) per ton for delivery of County Waste to the Facility in 2016 and 2017.
E. If, by October 15, 2015, RRT does not have a total of 337,500 tons of County Waste under contract, or should RRT not receive a total of 337,500 tons of County Waste during the period of September 1, 2014 through August 31, 2015, then the Counties will provide a Hauler rebate of (twenty Dollars) $20.00 per ton for delivery of County Waste to the facility in 2016 and 2017.

11. Dakota County: If Dakota County pays RRT for MSW processing or creates a hauler rebate program, RRT will provide a payment to the Counties, calculated on annual quarterly basis, but only if this payment or hauler rebate is an incremental revenue benefit to RRT.

12. Performance by the Vendor: Fuel Production and Fuel Use: There would continue to be two processing efficiency standards: 85% of waste delivered must be processed; and 85% of waste processed must be recovered as metal or RDF.

13. Organics Transfer: RRT will use its best effort to provide a transfer station available to organic waste haulers for organic waste collected from Ramsey and Washington Counties. The Counties are not obliged to work solely with RRT on organics transfer capacity.

14. Counties Option to Purchase:

A. The Counties will continue to have an exclusive option to purchase the Facility, equipment, transfer trailers, contracts and other related assets if at any time during the Term RRT:
   1. decides to sell the Facility;
   2. decides to cease using the Facility for waste processing and/or RDF production; or
   3. defaults.

In the event the Counties exercise the option, the price for the Facility shall be as determined pursuant to Section 14.D, below.

B. Beginning January 1, 2015, the Counties will have an unconditional exclusive option to purchase that could be exercised at any time during calendar year 2015 thereafter during the Term. If the Counties give notice to exercise the option, the transfer occurs within 180 days after notice of exercise of the option. If the Counties exercise the option on or before June 30, 2015, the transfer will occur on December 31, 2015. If the Counties exercise the option on or after July 1, 2015, the transfer will occur 180 days after the Counties provide written notice of the exercise of option to RRT. In the event the Counties exercise the option, RRT will have the right to reject purchase of the Facility by the Counties within 30 days of receiving notice of the option exercise by the Counties. In the event RRT rejects the purchase by the Counties, the Agreement will automatically extend for an additional two (2) years, through December 31, 2017, with the modification that the Counties will no longer be obligated to provide any hauler rebates beginning January 1, 2016.
C. Hauler delivery agreements, the Xcel RDF Agreement, Landfill Agreements and other key agreements shall be assignable to the Counties in the event of transfer of the Facility to the Counties.

D. The Agreement will provide a process to establish the Facility purchase price:
   1. The purchase price for both good faith negotiations (part 3.b., below) and arbitration (part 3.c., below) will be comprised solely of: a) the assessed value of the land and buildings comprising the Facility, plus as determined by the Washington County Assessor; b) the value of the processing and material handling equipment, rolling stock, including transfer trailers and mobile equipment such as loaders and yard tractors, plus c) the value of all existing spare parts and tools inventory, d) plus d) the value of all office furniture and computer equipment and software, and d) RRT's documented capital costs incurred during the Agreement minus depreciation on those capital costs. Any calculation for determining the value of the Facility shall assume a value of zero dollars ($0.00) for any rebates provided by the Counties.

1. In any event, the total purchase price encompassing items a, b, and c, in D.1. above, shall not exceed the $16.8 million price that RRT has put forward. RRT's documented capital costs incurred during the Agreement minus depreciation on those capital costs would be in addition to the provided price. This applies to the purchase price that would result from good faith negotiations pursuant to part 3.b. below.

2. Because a purchase price has not been agreed to at this time, and because the core of the agreement between RRT and the Counties becomes effective on January 1, 2013, a process for establishing the purchase price during beginning in 2012 is agreed to include, as a condition to the remainder of the agreement becoming effective, and prior to 1/1/2013:
   a. RRT will provide full access to the facility to the Counties’ agents for an appraisal.
   b. The Counties and RRT will negotiate in good faith to arrive at a purchase price to include in the agreement by July March 31, 2012
   c. Should RRT and the Counties not arrive at a negotiated purchase price by July 31, 2012 the parties will enter into binding arbitration, at the sole discretion of the Counties, to establish a price by December 31, 2013.

3. The establishment of a purchase price either through negotiation or arbitration does not commit the Counties to purchasing the Facility but is only a step in the determination of whether the Counties wish to exercise the option to purchase.
E. If the Counties exercise their option in 2015, and RRT rejects the option, the Counties shall continue to have an option to purchase pursuant to 14.A, above, through the extended term. However, beginning January 1, 2016, the option in the event of a sale shall convert to a Right of First Refusal to match any third party offer to purchase the Facility, with such Right of First Refusal to exist during the final two years of the Agreement through December 31, 2017.
The Counties’ goal is that the Newport refuse-derived fuel processing facility (Facility) evolve into a merchant facility, without reliance on any County subsidies. However, the Counties have determined that it is likely that there is a need for a “bridge” agreement between the Counties and RRT for at least a few years of additional County support in the form of a hauler rebate.

This is a service agreement between R/W Counties and RRT; the Counties are purchasing waste processing services on behalf of waste generators to accomplish the Solid Waste Master Plan policies of the Counties.

**Key Terms:**

1. **New Agreement:** This will be a new Agreement to replace the existing agreement, with many of the key provisions related to obligations and guarantees remaining.

2. **Term:** A three year term, from January 1, 2013 through December 31, 2015. However, the process to establish an option purchase price for the facility would begin after execution in 2012 and would be completed by December 31, 2013.

3. **Use of Facility:** RRT will continue to use the Facility for solid waste processing and RDF production. RRT will continue to be free to accept waste from other counties (Non-County Waste) at any tipping fee, but would have to give priority to Ramsey &Washington County waste.

4. **Waste Procurement:** RRT will continue to contract with Ramsey and Washington County waste haulers to assure waste supply. For calendar year 2013 RRT will guarantee delivery of at least 275,000 tons of County Waste. For calendar years 2014 and 2015 RRT will guarantee delivery of at least 300,000 tons of County Waste. RRT will provide contracts for County Waste prior to the beginning of each calendar year, with an estimate showing expected waste deliveries. The penalty for not receiving the guaranteed tonnage will be an Event of Default under the Agreement.

5. **Hauler Access:** All waste haulers that serve the Counties will continue to be assured of Facility access.

6. **Tipping Fee:** RRT will continue to be responsible to establish and collect the tipping fees.

7. **Public Entity Waste:** Ramsey/Washington Counties Public Entity waste has to be accepted at the lowest price offered at the Facility.
8. **Landfill Contract:** RRT will be responsible for contracting for landfill capacity for residue and rejects.

9. **Public Access to Facility:** The facility must be available to residents of Ramsey and Washington Counties.

10. **Hauler Rebate Programs.** The Counties will continue to offer throughout the Term a Licensed Hauler rebate program that pays Licensed Haulers a processing rebate for each Ton of County Waste accepted at the Facility or any Alternative Facility Collection Point, as follows:

<table>
<thead>
<tr>
<th>Counties’ Processing Rebate per Ton of County Waste to Licensed Haulers</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
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</thead>
<tbody>
<tr>
<td>$28.00</td>
<td>$28.00</td>
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The Counties will pay the processing rebate directly to the Licensed Haulers. The obligation of the Counties to pay Licensed Haulers the processing rebate for use of the Facility shall be limited to $8,400,000 per calendar year. In the event the Counties payment of the processing rebate for the Facility is greater than $8,400,000 for a calendar year, RRT shall reimburse the Counties for such overage no later than February 1 of the subsequent year.

11. **Dakota County:** If Dakota County pays RRT for MSW processing or creates a hauler rebate program, RRT will provide a payment to the Counties, calculated on annual quarterly basis, but only if this payment or hauler rebate is an incremental revenue benefit to RRT.

12. **Performance by the Vendor: Fuel Production and Fuel Use:** There would continue to be two processing efficiency standards: 85% of waste delivered must be processed; and 85% of waste processed must be recovered as metal or RDF.

13. **Organics Transfer:** RRT will use its best effort to provide a transfer station available to organic waste haulers for organic waste collected from Ramsey and Washington Counties. The Counties are not obliged to work solely with RRT on organics transfer capacity.

14. **Counties Option to Purchase:**

A. The Counties will continue to have an exclusive option to purchase the Facility, equipment, transfer trailers, contracts and other related assets if at any time during the Term RRT:

1. decides to sell the Facility;
2. decides to cease using the Facility for waste processing and/or RDF production; or
3. defaults.

In the event the Counties exercise the option, the price for the Facility shall be as determined pursuant to Section 14.D, below.

B. Beginning January 1, 2015, the Counties will have an unconditional exclusive option to purchase that could be exercised at any time during calendar year 2015. If the Counties exercise the option on or before June 30, 2015, the transfer will occur on December 31, 2015. If the Counties exercise the option on or after July 1, 2015, the transfer will occur 180 days after the Counties provide written notice of the exercise of option to RRT. In the event the Counties exercise the option, RRT will have the right to reject purchase of the Facility by the Counties within 30 days of receiving notice of the option exercise by the Counties. In the event RRT rejects the purchase by the Counties, the Agreement will automatically extend for an additional two (2) years, through December 31, 2017, with the modification that the Counties will no longer be obligated to provide any hauler rebates beginning January 1, 2016.

C. Hauler delivery agreements, the Xcel RDF Agreement, Landfill Agreements and other key agreements shall be assignable to the Counties in the event of transfer of the Facility to the Counties.

D. The Agreement will provide a process to establish the Facility purchase price:

1. The purchase price for both good faith negotiations (part 3.b., below) and arbitration (part 3.c., below) will be comprised solely of: a) the value of the land and buildings comprising the Facility, plus b) the value of the Facility’s machinery and equipment, rolling stock including transfer trailers and mobile equipment such as loaders and yard tractors, plus c) the value of all existing spare parts and tools inventory, plus d) the value of all office furniture and computer equipment and software, plus e) RRT’s documented capital costs incurred during the Agreement minus depreciation, on those capital costs. Any calculation for determining the value of the Facility will assume a value of zero dollars ($0.00) for any rebates provided by the Counties.

2. Because a purchase price has not been agreed to at this time, and because the core of the agreement between RRT and the Counties becomes effective on January 1, 2013, a process for establishing the purchase price beginning in 2012 is agreed to include:

   a. RRT will provide full access to the facility to the Counties’ agents for an appraisal.
b. The Counties and RRT will negotiate in good faith to arrive at a purchase price to include in the agreement by March 31, 2013.

c. Should RRT and the Counties not arrive at a negotiated purchase price by March 31, 2013 the parties will enter into binding arbitration, at the sole discretion of the Counties, to establish a price by December 31, 2013.

3. The establishment of a purchase price either through negotiation or arbitration does not commit the Counties to purchasing the Facility but is only a step in the determination of whether the Counties wish to exercise the option to purchase.

E. If the Counties exercise their option in 2015, and RRT rejects the option, the Counties shall continue to have an option to purchase pursuant to 14.A, above, through the extended term. However, beginning January 1, 2016, the option in the event of a sale shall convert to a Right of First Refusal to match any third party offer to purchase the Facility, with such Right of First Refusal to exist during the final two years of the Agreement through December 31, 2017.
RESOLUTION 2012-RR-

WHEREAS, Ramsey and Washington Counties have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in the County; and

WHEREAS, it is the stated policy of the State of Minnesota, under the Waste Management Act of 1980, to manage solid waste in an environmentally sound manner; and

WHEREAS, Ramsey and Washington Counties and have approved County Solid Waste Master Plans; and

WHEREAS, since 1982 Ramsey and Washington Counties, have implemented a joint program for researching, developing, and implementing both the “Ramsey/ Washington Waste-to-Energy Project” and the “Ramsey/Washington County Resource Recovery Project” (the “Project”), and have a joint powers agreement for the period of 2007-2012, with a renewal clause, to work together on waste processing; and

WHEREAS, Ramsey and Washington Counties (“Counties”) are parties to a Processing Agreement, with a term through December 31, 2012, with Resource Recovery Technologies (RRT), which owns and operates the Ramsey/Washington County Resource Recovery Facility (“Facility”) in Newport, Minnesota; and

WHEREAS, The Resource Recovery Project Board accepted Terms and Conditions agreed to by RRT on March 29, 2012 (Resolution 2012 – RR- 1) for a processing agreement beginning in 2013; and

WHEREAS, RRT subsequently requested, in writing, to re-open negotiations due to market conditions, and the Resource Recovery Project Executive Committee authorized staff to negotiate further with RRT; and

WHEREAS, staff, consultants and attorneys have had further discussions with RRT to develop a new agreement for processing after the expiration of the current Processing Agreement and the result of those discussions have prepared revised Terms and Conditions for a new Processing Agreement for 2013 – 2015; and

WHEREAS, RRT has agreed to the revised Terms and Conditions for a new Processing Agreement and has written a letter to that effect.


BE IT FURTHER RESOLVED, The Project Board recommends that the Ramsey and Washington County Boards approve and execute the Processing Agreement with RRT based on the revised Terms and Conditions.

Commissioner Dennis Hegberg, Chair  
August 23, 2012
### Department Information

<table>
<thead>
<tr>
<th>ORIGINATING DEPARTMENT:</th>
<th>REQUESTOR:</th>
<th>REQUESTOR PHONE:</th>
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<tbody>
<tr>
<td>Administration</td>
<td>Melinda Kirk</td>
<td>651-430-6024</td>
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<tbody>
<tr>
<td>Molly O'Rourke; Kevin Corbid</td>
<td>Kevin Corbid</td>
<td>651-430-6003</td>
</tr>
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</table>

### Agenda Item Details

**BRIEF DESCRIPTION OF YOUR REQUEST:** Workshop to identify outstanding issues, concerns, or ideas related to the Proposed 2013 Budget.

**AGENDA YOU ARE REQUESTING TIME ON:** Workshop

**TIME NEEDED:** 30 min

**ARE YOU SEEKING APPROVAL OF A CONTRACT?** No

**IS THIS MANDATED?** No

**BACKGROUND/JUSTIFICATION:**
Washington County's Proposed 2013 Budget was approved on September 11th, 2012. This workshop will be used to identify and discuss outstanding issues, concerns, or ideas in anticipation of the final adoption of the budget in mid-December.

**PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?** Yes

Sept. 11th, 2012 - Proposed 2013 Budget approved.

### Budget Information

**FUNDING:** NA

### Approvals

<table>
<thead>
<tr>
<th>COUNTY ATTORNEY:</th>
<th>COUNTY ADMINISTRATOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Kuprian</td>
<td>Molly O'Rourke</td>
</tr>
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**RECOMMENDATIONS:** N/A

**COMMENTS:** NA