

RESIDENTIAL RECYCLING GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (the "COUNTY"), on behalf of the Hennepin County Department of Environmental Services, 701 Fourth Avenue South, Minneapolis, Minnesota 55415-1600 ("DEPARTMENT") and the CITY OF TONKA BAY, 4901 Manitou Road, Tonka Bay, Minnesota 55331-9560 ("CITY").

WITNESSETH:

WHEREAS, the County Board, by Resolution No. 11-0476S1, adopted on November 29, 2011, approved the Hennepin County Residential Recycling Funding Policy ("Funding Policy") for the period January 1, 2012, through December 31, 2015, and authorized grant funding for municipal recycling programs consistent with the Funding Policy; and

WHEREAS, the CITY operates a municipal curbside residential recycling program and other waste reduction and recycling activities (the "Recycling Program") as described in the grant application (the "Grant Application") referred to in Section 2 below; and

WHEREAS, the Recycling Program is consistent with Minnesota Statutes, Chapter 115A; the Minnesota Pollution Control Agency's Metropolitan Solid Waste Management Policy Plan; Hennepin County's Solid Waste Management Master Plan; and Hennepin County's Residential Recycling Funding Policy.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY, on behalf of the DEPARTMENT, and the CITY agree as follows:

1. TERM AND COST OF THE AGREEMENT

- a. This Agreement shall commence upon execution and terminate on December 31, 2015.
- b. The total grant payment for the year 2012 shall be equal to four thousand nine hundred forty-five dollars (\$4,945). Grant payments for subsequent years shall be calculated as set forth in Section 3.

2. SERVICES TO BE PROVIDED

- a. The CITY shall operate the Recycling Program as more fully described in the Funding Policy and the Grant Application. The CITY agrees to submit an updated Grant Application by February 15 of each year of the term of this Agreement in order to be eligible for grant funds. The application consists of the Re-TRAC web-based report and a planning document submitted to the COUNTY describing the programs or activities the CITY will implement to increase recycling and make progress toward COUNTY goals. The terms of the Grant Application, as updated each year, are incorporated herein by reference.
- b. In addition to the services referred to above, the CITY agrees as follows:

1) Requests for Proposals and Contracts.

a.) If contracting for curbside recycling services, the CITY shall require a breakout of the following expenses when renewing or soliciting new proposals or bids for recycling services:

- Containers – if provided by the hauler;
- Collection service;
- Processing cost per ton;
- Revenue sharing.

b.) The COUNTY recommends the CITY request the following information in the Request for Proposal/Bid or contract:

- Destination of recyclable materials, including the facility name, location, and end market;
- Monthly prices for recyclable materials by material type;
- Residue rates at the Materials Recovery Facility (MRF);
- Composition of residue.

2) Materials to be Collected. At a minimum, the CITY shall collect the following materials curbside:

- a.) Newspaper and inserts;
- b.) Cardboard boxes;
- c.) Glass food and beverage containers;
- d.) Metal food and beverage cans;
- e.) All plastic containers and lids, #1 – Polyethylene Terephthalate (PET, PETE), #2 High Density Polyethylene (HDPE), #3 – Vinyl Polyvinyl Chloride (PVC), #4 – Low Density Polyethylene (LDPE) and #5 – Polypropylene (PP) plastic bottles, except those that previously contained hazardous materials or motor oil;
- f.) Magazines and catalogs;
- g.) Cereal, cracker, pasta, cake mix, shoe, gift, and electronics boxes;
- h.) Boxes from toothpaste, medications and other toiletries;
- i.) Aseptic and gable-topped containers; and
- j.) Mail, office and school papers.

3) Collection Methods. The CITY shall use one of the following systems to collect materials at the curb:

- a.) Single sort system - all materials combined in one container; or
- b.) Dual sort system - glass, metal and plastic together with paper separate.

If one of these two systems is not currently in place, the CITY must submit a plan with their 2012 Grant Application for converting to a single or dual sort system by December 31, 2012. If the CITY is unable to meet this deadline, an alternative implementation plan must be negotiated with and approved by the

COUNTY. The implementation plan will include the reasons why an extension is needed, the projected timeline, and details about each step of the process. The CITY will also provide the COUNTY with updates to the plan as implementation progresses.

- 4) Education and Outreach. The CITY shall:
- a.) Use COUNTY terminology when describing recycling guidelines (i.e. description of materials accepted and not accepted, preparation guidelines, etc.)
 - b.) Use images provided by the COUNTY or the Solid Waste Management Coordinating Board (SWMCB) if using images of recyclables.
 - c.) Use the COUNTY's terminology, preparation guidelines and images on the CITY's website.
 - d.) Mail a recycling guide once a year to residents using a template developed jointly through a communications committee and produced and printed by the COUNTY at the COUNTY's expense. If the CITY does not want to use the template produced by the COUNTY, the CITY may develop its own guide at the municipality's expense, but it must be approved by the COUNTY. If the CITY relies on the hauler to provide the recycling guide, this guide would also require approval by the COUNTY.
 - e.) Complete two additional education activities from a menu of options developed by the communications committee to support the priority message campaign. Templates will be provided by the COUNTY.

Any print material that communicates residential recycling guidelines that were not provided by the COUNTY template will require COUNTY approval. This does not apply to waste reduction and reuse, articles on recycling that do not include guidelines, and social media posts. The COUNTY will respond within five business days to any communication piece submitted.

- 5) Use of Grant Funds.
- a.) Grant funds can be used for all Recycling Program expenses including capital and operating costs. Expenses associated with residential collection of organics are considered eligible Recycling Program expenses. However, yard waste expenses are not eligible Recycling Program expenses. If organics and yard waste are commingled, the organics expenses must be tracked separately.
 - b.) All grant funds accepted from the COUNTY must be used for Recycling Program capital and operating expenses in the year granted.
 - c.) The CITY may not charge its residents through property tax, utility fees or any other method for that portion of the costs of its Recycling Program funded by COUNTY grant funds.
 - d.) The CITY shall establish a separate accounting mechanism, such as a project number, activity number, or fund that will separate recycling and waste reduction revenues and expenditures from other municipal activities, including solid waste and yard waste activities.

- e.) Recycling and waste reduction activities, revenues, and expenditures are subject to audit by the COUNTY.
- f.) The CITY shall not retain any grant funds in excess of actual Recycling Program expenses.
- g.) If the CITY does not contract for curbside recycling services, the CITY will receive grant funds provided that at least ninety percent (90%) of the grant funds are credited back to residents and the CITY meets all minimum program requirements. The additional ten percent (10%) may be used for CITY administrative and promotional expenses.

6) Reporting Requirements.

- a.) The CITY shall submit an annual recycling report to the COUNTY utilizing the Re-TRAC web-based reporting system by February 15 of each year. If the CITY is unable to access the Re-TRAC system, the COUNTY must be contacted by February 1 to make arrangements for alternative filing of the required report.
- b.) The CITY will not report residue as a part of recycling tonnages. The CITY will make arrangements with its hauler to report residue separately.
- c.) The CITY shall annually measure the participation rate in the curbside Recycling Program during the month of October. The rate will be calculated by dividing the number of households setting out recycling by the total number of households (accounts) with recycling service. The participation rate will be reported in Re-TRAC.
- d.) The CITY shall submit an annual planning document to the COUNTY describing the programs or activities the CITY will implement to increase recycling and make progress toward COUNTY goals.
- e.) To help monitor progress, the CITY shall provide an update on recycling tonnages and program activities to the COUNTY upon request. The CITY shall then provide the quarterly tonnage report received from its haulers or make arrangements with the haulers to send the information directly to the COUNTY.

- 7) Recycling Performance. On an annual basis, the CITY shall demonstrate that a reasonable effort has been made to maintain and increase the average amount of recyclables collected from their residential Recycling Program to at least 725 pounds per household or achieve a minimum recovery rate of 80% by December 31, 2015. Alternatively, if the CITY has a method in place to accurately measure total waste generation (garbage and recycling), then the CITY may choose a 35% recycling rate as the performance standard. To ensure the accuracy of data for these metrics the CITY will be required, upon request, to provide documentation on the methodology used to calculate performance. To the extent practicable, the results should rely on actual data rather than estimates.

Failure by the CITY to demonstrate measureable progress towards one of these goals will result in the requirement that a Recycling Improvement Plan be submitted by the CITY within 90 days of being notified by the COUNTY. The Recycling Improvement Plan must be negotiated with and approved by

the COUNTY. The Recycling Improvement Plan will include actions the CITY will take to improve the performance of its Recycling Program to achieve the 2015 goals. The plan will focus on program changes and additional activities in the following areas: materials collected, sort method, type of container, frequency of collection, education and outreach, performance measurement, contract management, and incentives. Funding will be withheld until the CITY's Recycling Improvement Plan is approved by the COUNTY.

In cooperation with the COUNTY, the CITY may be required to participate in waste and recycling sorts to identify recovery levels of various recyclables in their community. Based on the results of the study, the COUNTY and the CITY will collaborate to increase the recovery of select recyclable materials being discarded in significant quantities.

- 8) Public Entity Recycling. Pursuant to Minnesota Statutes, Section §115A.151, the CITY shall ensure that facilities under its control, from which mixed municipal solid waste is collected, have containers for at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal, and transfer all recyclable materials collected to a recycler.

3. METHOD OF PAYMENT

a. The COUNTY will annually distribute to Hennepin County municipalities grant funds only to the extent the COUNTY receives SCORE funds from the State of Minnesota. SCORE funds are based on revenue received by the State of Minnesota from a sales tax on garbage collection and disposal fees. SCORE funds are subject to change based on actual revenue received by the State and funds allocated by the legislature. The following formula will be utilized to determine the CITY's SCORE grant for each year:

$$\begin{array}{rcl}
 \begin{array}{l} \# \text{ of Households Served} \\ \text{Curbside by CITY} \\ \hline \end{array} & \times & \begin{array}{l} \text{Total SCORE Revenue} \\ \text{Received by COUNTY} \\ \text{from State of Minnesota} \end{array} = \begin{array}{l} \text{Grant Funds} \\ \text{Distributed to} \\ \text{CITY} \end{array} \\
 \begin{array}{l} \text{Total \# of Households Served} \\ \text{Curbside in COUNTY} \end{array} & &
 \end{array}$$

- b. Under no circumstances will the COUNTY's distribution of grant funds exceed the CITY's proportion of SCORE fund revenues received by the COUNTY.
- c. The initial grant fund payment will be forwarded after the County Board receives and approves this Agreement signed by an authorized official of the CITY. Provided the CITY is otherwise in compliance with the terms of this Agreement, future grant fund payments will be made after submittal by the CITY and approval by the COUNTY of the updated Grant Application as described in Section 2 and receipt by the COUNTY of SCORE funds from the State of Minnesota.
- d. Annual grant payments will be made to the CITY in two equal payments. One payment will be made after the COUNTY receives the Grant Application, which consists of the Re-TRAC report and a planning document. A second payment will

be made after the report has been approved, measurable progress toward the 2015 goal has been confirmed, and, if necessary, a Recycling Improvement Plan has been approved by the COUNTY. If the CITY meets the COUNTY requirements, both payments will be made during the same calendar year.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CONTRACTOR

CITY shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CITY as the agent, representative, or employee of the COUNTY for any purpose. CITY is and shall remain an independent contractor for all services performed under this Agreement. CITY shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of CITY or other persons while engaged in the performance of any work or services required by CITY will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against CITY, its officers, agents, contractors, or employees. CITY shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

7. INDEMNIFICATION

CITY agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CITY, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CITY to perform any obligation under this Agreement.

8. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CITY agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages, either under a self-insurance program or purchased insurance:

Limits

1. Commercial General Liability on an occurrence basis with contractual liability coverage:

| | |
|--|-------------|
| General Aggregate | \$2,000,000 |
| Products—Completed Operations Aggregate | 2,000,000 |
| Personal and Advertising Injury | 1,500,000 |
| Each Occurrence—Combined Bodily Injury and Property Damage | 1,500,000 |

2. Workers' Compensation and Employer's Liability:

| | |
|---|-----------|
| Workers' Compensation | Statutory |
| Employer's Liability. Bodily injury by: | |
| Accident—Each Accident | 500,000 |
| Disease—Policy Limit | 500,000 |
| Disease—Each Employee | 500,000 |

3. Professional Liability—Per Claim 1,500,000
Aggregate 2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

- B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of CITY to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CITY shall promptly submit copies of insurance policies to the COUNTY.

CITY shall not commence work until it has obtained required insurance and filed with the COUNTY, a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail the COUNTY 30 day prior written notice in the event of cancellation of any described policies. If CITY receives notice of cancellation from an insurer, CITY shall fax or email a copy of the cancellation notice to the COUNTY within two business days.

CITY shall furnish to the COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CITY fails to furnish proof of insurance coverages, the COUNTY may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The

COUNTY does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- C. Duty to Notify. CITY shall promptly notify the COUNTY of any claim, action, cause of action or litigation brought against CITY, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. CITY shall also notify the COUNTY whenever CITY has a reasonable basis for believing that CITY and/or its employees, officers, agents or subcontractors, and/or the COUNTY, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

9. DATA PRACTICES

CITY, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. CITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from CITY's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. CITY agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, CITY agrees that the COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CITY and involve transactions relating to this Agreement. CITY shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CITY binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. CITY shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign shall be subject to such conditions and provisions as the COUNTY may deem

necessary, accomplished by execution of a form prepared by the COUNTY and signed by CITY, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement.

- C. CITY shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the COUNTY. Permission to subcontract, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement. Further, CITY shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CITY and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. CITY shall make contracts between CITY and subcontractors available upon request.

12. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

13. DEFAULT AND CANCELLATION

- A. If CITY fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CITY's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until CITY's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to CITY.
- B. Notwithstanding any provision of this Agreement to the contrary, CITY shall remain liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by CITY.
- C. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not

constitute a general waiver or relinquishment throughout the entire term of the Agreement.

- E. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice.
- F. Upon early termination or cancellation of this Agreement, the CITY shall itemize any and all grant funds expenditures up to the date of termination or cancellation and return such grant funds not yet expended.
- G. Upon written notice, COUNTY may immediately suspend or cancel this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut-down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided after notice and effective date of termination. In the event COUNTY cancels this Agreement pursuant to the terms in this paragraph 13(G), COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation pursuant to the terms herein except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DATA PRACTICES; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

15. CONTRACT ADMINISTRATION

In order to coordinate the services of the CITY with the activities of the Department of Environmental Services so as to accomplish the purposes of this contract, Dave McNary, Solid Waste Division Manager, or his or her successor, shall manage this contract on behalf of the COUNTY and serve as liaison between the COUNTY and the CITY.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CITY shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. CITY shall comply with all applicable conditions of the specific referenced grant.

17. SUBCONTRACTOR PAYMENT

As required by Minnesota Statutes Section 471.425, Subd. 4a, CITY shall pay any subcontractor within ten (10) days of CITY's receipt of payment from the COUNTY for undisputed services provided by the subcontractor. CITY shall pay interest of 1½ percent

per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, CITY shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

18. PAPER RECYCLING

The COUNTY encourages CITY to develop and implement an office paper and newsprint recycling program.

19. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to CITY shall be sent to the address stated in the opening paragraph of the Agreement.

20. CONFLICT OF INTEREST

CITY affirms that to the best of CITY's knowledge, CITY's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. CITY agrees that, should any conflict or potential conflict of interest become known to CITY, CITY will immediately notify the COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the COUNTY whether CITY will or will not resign from the other engagement or representation.

21. PROMOTIONAL LITERATURE

CITY agrees, to the extent applicable, to abide by the current Hennepin County Communications Policy (available upon request). This obligation includes, but is not limited to, CITY not using the term "Hennepin County" or any derivative in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of a COUNTY Department Director or equivalent.

22. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's Office

Pamela Feys
Assistant County Attorney

Date: 6/25/12

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: *Mike Spat*
Chair of Its County Board

ATTEST: *Y. Clark*
Deputy/Clerk of County Board

Date: 7.5.12

By: *Richard P. Johnson*
Richard P. Johnson, County Administrator

Acting
Date: 7/2/12

By: *Dub R. Bess*
Assistant County Administrator, Public Works

Date: 7/2/2012

Recommended for Approval

By: *Dave McNary*
Director, Department of Environmental Services

Date: 6/22/12

Acting

MUNICIPALITY

CITY warrants that the person who executed this Agreement is authorized to do so on behalf of CITY as required by applicable articles, bylaws, resolutions or ordinances.*

Signature: *Joe Kohlman*

Name (Printed): Joe Kohlman

Title: City Administrator

Date: 5/9/12

*CITY shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CITY returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

RESOLUTION 12-11

**A RESOLUTION AUTHORIZING EXECUTION OF THE
2012 – 2015 RESIDENTIAL RECYCLING GRANT AGREEMENT
BETWEEN HENNEPIN COUNTY AND THE
CITY OF TONKA BAY**

WHEREAS, pursuant to Minnesota Statute, 115A.552, Counties shall ensure that residents have an opportunity to recycle; and

WHEREAS, Hennepin County Ordinance 13 requires that each City implement and maintain a recycling program to enable the County to meet its recycling goals; and

WHEREAS, Hennepin County in 1994 passed a funding policy entitling each City to receive SCORE funds proportional to the numbers of eligible residential units in its curbside collection program; and

WHEREAS, the City of Tonka Bay wishes to receive these funds; and

WHEREAS, the City of Tonka Bay submits an annual on-line report requesting said funds; and

WHEREAS, Hennepin County is requesting that the City execute the 2012-2015 Residential Recycling Grant Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Tonka Bay authorizes the City Administrator to execute the 2012-2015 Residential Recycling Grant Agreement with the County.

ADOPTED at a regular meeting of the Tonka Bay City Council this 8th day of May 2012.

Motion introduced by Marceau and seconded by Holscher.

Roll Call Vote:

Ayes – Marceau, Anderson, Holscher, De La Vega and LaBelle

Nays – None

Absent – None



William LaBelle, Mayor

ATTEST:



Joseph Kohlmann, City Clerk/Administrator