



RAMSEY/WASHINGTON
RECYCLING & ENERGY
CONNECTING VALUE TO WASTE

MEETING NOTICE RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD

Date: Thursday, September 24, 2020
Time: 10:00 a.m. to 12:00 p.m.
Virtual Meeting: <https://zoom.us/j/96013578034?pwd=TjVTLzhKaUJZNXdQMjZ4N2dkV21nUT09>
Meeting ID: 960 1357 8034 | Passcode: 215470 | Phone #: +1 651-372-8299

The Chair of the Ramsey/Washington Recycling and Energy Board has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means and the Board meeting will be conducted pursuant to and in compliance with Minnesota Statute 13D.021 and 13D.04 Subd. 3. Members of the public will be able to watch the public meeting live online.

AGENDA:

- | | | |
|---|-------------|---------|
| I. Call to Order, Introductions, Commissioner Roll Call | | |
| II. Approval of Agenda | Action | Page 1 |
| III. Approval of Minutes | | |
| a. August 20, 2020 Board Minutes | Action | Page 2 |
| IV. Consent Agenda | Consent | Page 9 |
| a. Foth Infrastructure & Environment, LLC – Contract Amendment | Consent | Page 12 |
| b. October 22 R&E Board Meeting | Consent | Page 16 |
| c. HR Purchase of Service Agreement | Consent | Page 17 |
| d. Fiscal Agent Agreement | Consent | Page 24 |
| V. Governance – No items | | |
| VI. Management and Administration | | |
| a. UBC Equipment – Vendor Selection | Action | Page 32 |
| VII. Policy – No items | | |
| VIII. Updates and Reports | | |
| a. Facility Updates | Information | |
| b. Joint Activities Updates | Information | |
| c. Procurement Report | Information | Page 39 |
| IX. Other | | |
| a. Invitation for comments from Ex Officio R&E Board members:
MPCA and City of Newport | Information | |
| X. Adjourn | | |

NEXT MEETING: Thursday, October 22, 2020 | 10 am – 12 pm | Zoom meeting



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

THURSDAY, AUGUST 20, 2020
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MINUTES

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held as a remote Zoom meeting at 10:00 a.m. on Thursday, August 20, 2020. Essential staff participants met at the Ramsey County Environmental Health Office, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. Other participants joined through Zoom.

The Chair of the Ramsey/Washington Recycling and Energy Board has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means and the Board meeting will be conducted pursuant to and in compliance with Minnesota Statute 13D.021 and 13D.04 Subd. 3. Members of the public will be able to watch the public meeting live online.

MEMBERS PRESENT

Commissioners Wayne Johnson, Stan Karwoski (Alt), Gary Kriesel, Fran Miron, Lisa Weik – Washington County
Commissioners Toni Carter, Trista MatasCastillo, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

MEMBERS NOT PRESENT

Commissioner Jim McDonough (Alt) – Ramsey County

EX-OFFICIO MEMBERS PRESENT

Dave Benke, MPCA
Dan Lund, Mayor, City of Newport

IN ATTENDANCE AT RAMSEY COUNTY ENVIRONMENTAL HEALTH

Leigh Behrens, Zack Hansen, Sam Holl, Katie Keller, John Ristad, Nikki Stewart, Jody Tharp, Jordan Thone, Kris Wehlage

ALSO ATTENDING

Amy Ames, Zitlali Chavez Ayala, Mary Elizabeth Berglund, Shannon Conk, Kevin Corbid, Cassie Fitzgerald, Rae Eden Frank, Jamie Giesen, Tom Gratz, Kelli Hall, Sam Hanson, Filsan Ibrahim, Fatima Janati, Kevin Johnson, Lowell Johnson, Hannah Keller, J. Ketchum, Randy Kiser, Peter Klein, Jennefer Klennert, Nate Klett, Nick Kluge, Sandy Koger, Kevin Magnuson, Ashley Marston, Leslie Duling McCollam, Andrea McKennan, Tate Moeller, Leo Moreno, Mike Moroz, Brittany Palme, Melissa Peck, Mark Riegel, Roel Ronken, John Ristad, Afriani Rohim, Minette Saulog, Mike Seifert, Jim Smith, John Springman, Mark Stoltman, David Suihkonen, Mark E. Thompson, Darren Tobolt, Britta Torkelson, Jeff Travis, Ryan Tritz, Rob Vanasek, Sam Walseth, Joe Wozniak, Margaret Zuckweiler

CALL TO ORDER

Chair Miron called the meeting to order at 10:04 a.m. The statement regarding conduct of a remote meeting was read by Chair Miron. Introductions of participants present at Maplewood were made. Commissioner roll call was taken.

SUBJECT: R&EB 8-20-2020 Minutes

APPROVAL OF THE AGENDA

Commissioner MatasCastillo moved; seconded by Commissioner Reinhardt, to approve the agenda.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
	Carter	X	
	Johnson	X	
	Kriesel	X	
	MatasCastillo	X	
	McGuire	X	
	Miron	X	
	Ortega	X	
	Reinhardt	X	
	Weik	X	

Ayes: 9 Nays: 0 Motion Carried.

APPROVAL OF BOARD MINUTES – July 23, 2020

Commissioner Reinhardt moved; seconded by Commissioner Ortega, to approve the July 23, 2020 R&E Board minutes.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
	Carter	X		
	Johnson	X		
	Kriesel			X
	MatasCastillo	X		
	McGuire	X		
	Miron	X		
	Ortega	X		
	Reinhardt	X		
	Weik	X		

Ayes: 8 Nays: 0 Abstentions: 1 Motion Carried.

CONSENT AGENDA

No agenda items.

GOVERNANCE

No agenda items.

MANAGEMENT AND ADMINISTRATION

State Auditor Presentation

Brittany Palme, Minnesota State Auditor's Office, presented an overview of the State Auditor's Report. Palme stated that members of R&E management were presented the full report on August 4, and a shortened version is being presented for the board. The independent auditor's report returned an unmodified opinion, which is the best that can be received.

Palme reviewed the required communication letter which serves as a high level summarization of the audit, discusses auditors' responsibilities and notes R&E internal controls considered in the audit. The letter

summarizes accounting estimates that are used as part of the financial statements, and the basis of the estimates.

Palme reviewed the Independent Auditor's Report on Minnesota Legal Compliance, which was provided to members of the R&E Board and management at the beginning of August.

Palme stated that this is a very good audit, with no findings and an unmodified opinion. Gratitude was expressed to Kris Wehlage, R&E accounting manager, and all R&E staff for the assistance with the audit.

Chair Miron expressed appreciation for the diligence in reviewing R&E's financials and the efforts of State Auditor's Office in performing this audit.

POLICY

End-Markets Phase 1 Request for Proposals

Leigh Behrens, R&E Planning Specialist, explained the revised scope for resource management.

Behrens reviewed how municipal solid waste (MSW) is currently handled at the R&E Center. The future of MSW byproducts at the R&E Center was explained as creating three materials streams: 1) source-separated organics in durable compostable bags (DCBs), 2) recyclable recovery (organic-rich material, recyclables), and 3) Refuse-derived fuel (RDF) processing (RDF and residue).

Behrens discussed the need for solicitation. R&E Center's agreement with Xcel for RDF expires in 2027. R&E Center enhancements will separate two new streams: source-separated organics in DCBs and organic-rich material from the recyclables recovery system. Options for those byproducts include gasification, anaerobic digestion and chemical recycling. Identifying multiple management options provides redundancy to mitigate business risk and acknowledges that capacity for organics in the metro area is currently challenged.

Sam Holl, R&E contract manager, provided an explanation of the two-phase solicitation process. Phase I would end with selection of proposers to respond to the Phase II request for proposals. At the conclusion of Phase II, the R&E Board will be presented with finalists for contract negotiation to develop the project. The overall timeline was presented:

- Phase 1 – August 2020-January 2021
- Phase 2 – February 2021-August 2021
- Vendor(s) design, permitting, construction, commissioning – 2020-2026+
- Estimated commencement of facility operations – 2027

Holl reviewed the proposed resolution and noted that Phase I has no financial implications to R&E.

Chair Miron inquired as to how many proposals would be expected for it to be a successful response. Zack Hansen responded that, while it is difficult to predict, Hennepin County received 16 proposals for their anaerobic digestion project. R&E would expect more, as the list of possible firms worldwide is well over 80.

Commissioner McGuire asked whether many entities are able to do this work, given the pandemic environment. Hansen responded that no significant barriers are expected at this time, in particular because construction won't happen in the near future, and there is much work to be done before construction could begin, such as design and permitting.

Commissioner Reinhardt moved; seconded by Commissioner MatasCastillo, to approve Resolution R&EB-2020-08, Request for Proposal for End-Use Markets of Byproducts from the R&E Center. The R&E Board:

SUBJECT: R&EB 8-20-2020 Minutes

- Approves the Request for Proposals (RFP) for End-Use Markets of Byproducts from the R&E Center and authorizes the Joint Leadership Team (JLT) to issue the RFP.
- Directs the JLT to receive and evaluate responses to the RFP and return to the R&E Board with a Phase II RFP and a recommendation for Phase II proposers to be invited to respond.

Commissioner Kriesel inquired about R&E's plan should the Xcel agreement expire in 2027 before completion. Hansen stated that discussions with Xcel will be held between now and 2027 to ensure that R&E would have a market for RDF at the end of the contract.

Commissioner Johnson inquired whether this agenda item and the next should be considered together. If the enhancements financing doesn't move forward, would this item be necessary? Hansen stated that this process is part of the plan that the board has given direction for staff to pursue. The board is not making commitments to sign contracts at this time, and this work can proceed independently with no risk to the board.

Nikki Stewart added that this RFP process allows exploration of technologies available and does not commit R&E to contracts until Phase II is complete.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
	Carter	X	
	Johnson	X	
	Kriesel	X	
	MatasCastillo	X	
	McGuire	X	
	Miron	X	
	Ortega	X	
	Reinhardt	X	
	Weik	X	

Ayes: 9 Nays: 0 Motion Carried.

Enhancements Financing Action

Chair Miron stated that a motion by Commissioner Miron and second by Commissioner Johnson is carried forward from the July 23, 2020 meeting to continue the enhancements financing action discussion at the August 20, 2020 R&E Board meeting.

Rob Vanasek, Capitol Hill Associates, provided an update on state bonding bill action. A slim possibility exists of a bonding bill being passed into law. Washington County sent a letter encouraging passage of the bonding bill, and some members of the legislature are working diligently toward successful passage.

Commissioner Reinhardt asked when dollars would be available for use by R&E should a bonding bill be passed in September containing funding for R&E. Vanasek said bond houses will give a new bond rating at the end of September and the state could begin issuing bonds fairly quickly thereafter. Zack Hansen added that the sale of the bonds is one part of obtaining funds; R&E would have to enter into an agreement with MPCA for the grant, which is a 5-6 month process.

Commissioner Weik inquired when the last bonding bill passed. Vanasek stated that it was just over two years ago. Commissioner Weik stated that many reasons exist for lawmakers to pass a bonding bill,

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particularly due to economic recession related to COVID. R&E has through the end of the calendar year to complete the process for funding through the counties, and an opportunity exists to stop the process in January if needed.

Hansen reviewed the revised financing timeline. He commented that Commissioner Weik is correct that, in consultation with Ramsey County Finance, R&E needs to know in January the actual amount to be financed. Funds would be available from Ramsey County in March.

Hansen reviewed the updated construction schedule including preconstruction work and the current timeline for the projects.

Hansen reviewed the financial effect of one-year and two-year delays, as well as the financial effect of phasing the projects. Commissioner Weik asked that the information be included in the meeting minutes.

Financial Effect of Delay:	Total enhancements cost: \$42,900,000 <ul style="list-style-type: none">• 1-year delay: \$1.8 million increase• 2-year delay: \$3.6 million increase
Financing Effect of Phasing:	Total cost of recyclables recovery: \$23,575,000 <ul style="list-style-type: none">• 2-year delay: \$2.23 million increase Total cost DCB recovery: \$19,287,000 <ul style="list-style-type: none">• 2-year delay: \$1.35 million Note: State funding through MPCA CAP grant is per county, per project. If one project is delayed to seek state bonding, the eligible amount would be \$4 million.

Commissioner Weik stated that R&E needs to move forward to remain in compliance with state law for diverting waste from landfill, with a possibility of punitive damages from the state if those goals aren't met.

Commissioner Kriesel observed that, in reading the minutes from the July meeting, consensus seemed to be that R&E Board will move forward regardless of state bonding decision. Kriesel inquired about the impact of waiting until January 2021 for this decision. Hansen responded that R&E staff has not discussed the cost of a 6-month delay with the construction manager. The project has already moved from a start of February 2021 to June 2021.

Commissioner Kriesel stated that approving the resolution at this time removes priority for the state to provide funding, because it shows that counties can complete this project without state partnership and removes pressure on the state to help R&E meet state mandates.

Commissioner Carter stated that, while R&E wants to hold the state accountable for their participation, the cost of delay continues to increase. The R&E Board must support accountability to constituents and meet the goals set by the state.

Commissioner Miron stated his agreement with Commissioner Carter's viewpoint. He strongly believes the state needs to contribute, and that it should be at the initial \$21 million request amount. The decision R&E makes will not make an impact on whether a state bonding bill is passed. Ramsey and Washington counties own the R&E Center and have long discussed and planned on this movement forward on new technologies. Miron stated that, given years of extensive evaluation and an urgency in making these decisions now to be able to meet a 2027 timeline exists, R&E should not wait any longer. Should the state not contribute, R&E has a plan for the increased costs, and R&E will continue to ask the state to provide funding.

Commissioner Johnson noted frustration with unfunded mandates from the state and stated his opposition to moving forward until R&E gets a partnership with the state.

Commissioner Reinhardt stated that the mandates are about the environment and making waste a resource. Ramsey and Washington counties made a commitment to reaching the mandated goals when the decision was made to purchase the facility, and it is time for R&E to move forward.

Commissioner MatasCastillo stated that, while understanding concerns about financing and the state's position, the R&E Board needs to make decisions based on what's best for our constituents and the future of our communities. The work already done by R&E has led to this point, and R&E stands ready to show the state what leadership looks like.

Commissioner Johnson stated that he respects commissioner opinions and recognizes that they are concerned about the needs of their constituents. He is looking at existing conditions and feels he cannot vote to add costs to his constituents without state funding.

Chair Miron called for a motion and vote. Commissioner Carter moved; seconded by Commissioner MatasCastillo, to approve Resolution R&EB-2020-09 Approving and Financing Recycling Center Enhancements. The R&E Board:

- Approves the R&E Center Enhancements Financing Report.
- Accepts state bond funds in the amount approved by the legislature and authorizes the Joint Leadership Team (JLT) to negotiate documents for receipt of state bond funds, with such agreements brought back for R&E Board approval as soon as possible.
- Authorizes the chair of the R&E Board to execute documents necessary for the receipt of state bond funds, upon approval as to form by the county attorney.
- Authorizes proceeding with the full scope of the R&E Center enhancements, including the durable compostable bag food scraps recycling system and the recyclables recovery system and authorizes the JLT to proceed with final engineering, architecture and construction plans.
- Authorizes the JLT to apply for permits necessary for the enhancements, and further authorizes the JLT to execute necessary easement and permit documents upon approval as to form by county attorneys.
- Approves and recommends that the county boards approve and implement a financing structure for the R&E Center enhancements, with said financing structure to include the following:
 - Each county shall loan a proportionate share to the R&E Board sufficient to cover its share of total financing, including all financing costs, for the R&E Center enhancements, according to the percentages set forth in the joint powers agreement: Ramsey County – 73%, Washington County – 27% (the “County Enhancement Loans”).
 - Ramsey County shall issue general obligation bonds on behalf of both counties (the “County Bonds”) to fund the aggregate County Enhancement Loan amount for the R&E Center enhancements.
 - Ramsey County and Washington County shall enter into an agreement whereby Washington County agrees that Ramsey County will issue bonds on behalf of both counties, and that Washington County shall provide its general obligation pledge to Ramsey County for its share of the financing and pay its share of the total financing of the R&E Center Enhancements through its loan agreement with the R&E Board.
 - The R&E Board shall be obligated to and is hereby authorized to enter into one or more loan agreements pursuant to which it will agree to repay the County Enhancements Loans

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from facility revenues, CEC funds and other available revenues on terms and conditions that match, or are otherwise consistent with, any terms and conditions of any other loans outstanding and owed to the counties, additional covenants required by the counties and the County Bonds issued to fund R&E Board's County Enhancements Loans.

- Authorizes the JLT to make all necessary budget adjustments related to the R&E Center enhancements project.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
	Carter	X	
	Johnson		X
	Kriesel		X
	MatasCastillo	X	
	McGuire	X	
	Miron	X	
	Ortega	X	
	Reinhardt	X	
	Weik	X	

Ayes: 7 Nays: 2 Motion Carried.

UPDATES AND REPORTS

Due to time limitations, the R&E Updates and the Procurement Report will be put into memo form and shared with commissioners.

OTHER

Invitation for comments from Ex Officio R&E Board Members: MPCA and City of Newport

Dave Benke, MPCA, stated that the decision to move forward by R&E sets the tone for other counties and the state. The lack of a state bonding bill is disappointing to the MPCA as well. The leadership of the commissioners is appreciated in moving the state forward in environmental health.

Dan Lund, Mayor of Newport, stated that the R&E variance request is expected to pass at the city council meeting tonight and that Newport will continue to work with R&E in its work with the state for funding.

NEXT MEETING

September 24, 2020, 10:00 am-12:00 pm. This is anticipated to be virtual meeting.

ADJOURN

Chair Miron adjourned at 11:54 am.

ATTESTED TO:

Approved: _____
Commissioner Fran Miron, Chair
September 24, 2020

Approved: _____
September 24, 2020



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

CONSENT AGENDA

RESOLUTION

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ITEMS:

- | | |
|--|---------|
| a. Foth Infrastructure & Environment, LLC – Contract Amendment | Page 12 |
| b. Set an R&E Board Meeting for October 22, 2020 | Page 16 |
| c. HR Purchase of Service Agreement | Page 17 |
| d. Fiscal Agent Agreement | Page 24 |

RESOLUTION R&EB-2020-10

WHEREAS, The Ramsey/Washington Recycling & Energy Board (the “R&E Board”) is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated September 22, 2015, (“Joint Powers Agreement”); and

WHEREAS, The R&E Board adopted Procurement Guidelines on January 24, 2019 (Resolution R&EB–2019-2) which specify the procurement methods for contracts and purchases; and

WHEREAS, The R&E Board approved its 2020-2021 Joint Activities, Facility, and Equipment Maintenance and Replacement (“EM&R”) budgets on July 25, 2019 in accordance with Section V.8 of the Amended and Restated Joint Powers Agreement; and

WHEREAS, A significant amount of work was assigned to Foth Infrastructure & Environment, LLC in 2020 related to the R&E Center and enhancements work, resulting in the need for additional funding; and

WHEREAS, The Joint Leadership Team (JLT) recommends adding a meeting on Thursday, October 22, 2020, at 10:00 a.m. to be held in a virtual format; and

WHEREAS, The R&E Board Bylaws [Article III, Section 5. (b). (3)] provide that R&E select an agent for Human Resources Services, and that Ramsey County Human Resources be the initial service provider; as such a purchase-of-services agreement between R&E and Ramsey County Human Resources was approved in 2015 and terminates on December 31, 2020; and

WHEREAS, The Joint Leadership Team and Ramsey County Human Resources have prepared a new purchase-of-services agreement with a term of January 1, 2021 through December 31, 2021; and

WHEREAS, The Joint Powers Agreement provides that the R&E Board shall enter into a Fiscal Agent Agreement with the Ramsey County Department of Finance, with that department performing functions determined appropriate by the R&E Board; and

Whereas, The R&E Board and Ramsey County entered into a Fiscal Agent Agreement with a term that expires on December 31, 2020; and

WHEREAS, The Joint Leadership Team, along with the Washington and Ramsey counties’ Finance Departments have prepared a new Fiscal Agent Agreement between Ramsey County and R&E, which is consistent with the Ramsey County Fiscal Agent Policy, Joint Powers Agreement, and R&E Board Bylaws and has a term of January 1, 2021 through December 31, 2025. NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the following agreements, and authorizes the chair to execute these agreements, upon approval as to form by the Ramsey and Washington County Attorneys:

1. Approve an amendment to the agreement between R&E and Foth Infrastructure & Environment, LLC with a term of January 1, 2020 through December 31, 2021, for engineering and technical consulting skills for an additional amount of \$75,000, resulting in the total not to exceed of \$515,000.
2. Approve a Human Resources Purchase of Services Agreement with Ramsey County Human Resources, with a term of January 1, 2021 through December 31, 2021.

Draft Resolution: Consent Agenda

3. The Fiscal Agent Agreement between R&E and Ramsey County, with a term of January 1, 2021 through December 31, 2025.

BE IT FURTHER

RESOLVED, The R&E Board hereby sets a meeting date for an R&E Board meeting on Thursday, October 22, 2020 at 10:00 a.m., to be held in a virtual setting. BE IT FURTHER

RESOLVED, The R&E Board hereby authorizes the Joint Leadership Team to make necessary budget adjustments related to these items.

Fran Miron, Board Chair
September 24, 2020

Attest
September 24, 2020



**RAMSEY/WASHINGTON
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CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:			September 24, 2020			AGENDA ITEM:			IV.a	
SUBJECT:		Foth Infrastructure & Environment, LLC – Contract Amendment								
TYPE OF ITEM:		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT	
SUBMITTED BY:		Sam Holl, Contract Manager								

R&E BOARD ACTION REQUESTED:

Approve an amendment to the agreement between R&E and Foth Infrastructure & Environment, LLC with a term of January 1, 2020 through December 31, 2021, for engineering and technical consulting skills for an additional amount of \$75,000, resulting in the total not to exceed of \$515,000.

EXECUTIVE SUMMARY:

A significant amount of work was assigned to Foth in 2020 related to the R&E Center and enhancements work, resulting in the need for additional funding. There is funding available in the 2020 Joint Activities Budget to transfer for this purpose. Several factors increased Foth's time in 2020 on specific projects/work elements. Examples include:

- Termination of negotiations with Enerkem resulted in unplanned work to look at alternative uses of RDF, including extensive research on chemical recycling and uses for the biogenic portion of RDF and development of an expanded end-use markets RFP.
- An experiment to analyze the durability of durable compostable bags (DCBs) during transfer.
- Extended review of artificial intelligence (AI) robotic equipment for the existing non-ferrous removal processing line during the procurement process, including demonstrations at the manufacturing facilities of two vendors of AI robots.
- In an effort to address rising insurance costs, a project was added for Foth to conduct an unplanned extensive R&E Center safety review, similar to one conducted when the center was first purchased.
- The need for a City of Newport variance from setback requirements for the DCB building.

The amendment will provide sufficient funding for Foth to complete projects underway during 2020.

SUBJECT: *Foth Infrastructure & Environment, LLC – Contract Amendment*

ATTACHMENTS:

1. Contract amendment between R&E and Foth Infrastructure & Environment, LLC.

FINANCIAL IMPLICATIONS:

Available funds in the approved Joint Activities budget will be used to fund this contract amendment.

AUTHORIZED SIGNATURES		DATE
	6F6294EFCDD340E <i>Zack Hansen</i> DocuSigned By: Zack Hansen	9/16/2020
JOINT LEADERSHIP TEAM	DocuSigned by: <i>Neole Stewart</i> B6E4819A5F734BB...	9/16/2020
	DocuSigned by: <i>Mark Thompson</i> B6E4819A5F734BB...	9/17/2020
RAMSEY COUNTY ATTORNEY	DocuSigned by: <i>John A. Ristad</i> B6E4819A5F734BB...	9/16/2020
WASHINGTON COUNTY ATTORNEY	DocuSigned by: <i>[Signature]</i> DA11F5BB62FE4FE...	9/16/2020

1st Amendment to Agreement Between Ramsey/Washington Recycling & Energy Board and Foth Infrastructure & Environment, LLC.

This is an amendment to the Agreement made and entered into by and between the Ramsey/Washington Recycling & Energy Board, hereinafter referred to as the "R&E Board", and Foth Infrastructure & Environment, LLC., with its principal place of business at 2121 Innovation Court, P.O. Box 5095, De Pere, WI 54115, hereinafter referred to as the "Contractor" or "Vendor".

In this Amendment, deleted terms will be struck out and added terms will be underlined and bolded, except where described otherwise.

The parties agree to amend the Agreement as follows:

1. Cost/Payment

- a) R&E shall pay the Contractor a not to exceed (NTE) amount as set forth below:

Term	NTE
01/01/2020 – 12/31/2020	\$440,000 <u>\$515,000</u>

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

Foth Infrastructure & Environment, LLC

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD:

By: _____

R&E Board Chair

Date: _____

Approved As To Form:

DocuSigned by: John A. Ristad
County Attorney
9/16/2020

DocuSigned by: [Signature]
DA11F5BB62FE4FE...
9/16/2020

Recommended for Approval By Joint Leadership Team:

6F6294EFCDD340E

By: Zack Hansen
Zack Hansen, Joint Leadership Team
9/16/2020

DocuSigned by: Nicole Stewart
Nicole Stewart, Joint Leadership
9/16/2020

DocuSigned by: Mark Thompson
Mark Thompson, Joint Leadership
9/17/2020



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
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R&E BOARD MEETING DATE:	September 24, 2020	AGENDA ITEM:	IV.b
SUBJECT:	October 22 R&E Board Meeting		
TYPE OF ITEM:	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input checked="" type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team		

R&E BOARD ACTION REQUESTED:

Set a meeting date for an R&E Board meeting on Thursday, October 22, 2020 at 10:00 a.m., to be held in a virtual setting.

EXECUTIVE SUMMARY:



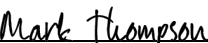

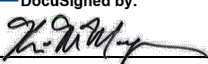
At its meeting on January 23, 2020 the Recycling & Energy Board (R&E Board) approved its meeting calendar for 2020. A number of items require the attention of the R&E Board between September and the end of 2020. As such, the Joint Leadership Team (JLT) recommends adding a meeting on Thursday, October 22, 2020, at 10:00 a.m. to be held in a virtual format.

ATTACHMENTS:

None

FINANCIAL IMPLICATIONS:

None

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM  6F6294EFCDD340E DocuSigned by: Zack Hansen	9/16/2020
 56E4319A56734BB... DocuSigned by:	9/16/2020
 9AEB9F1B17A145B... DocuSigned by:	9/17/2020
RAMSEY COUNTY ATTORNEY  9B868D735B2E489... DocuSigned by:	9/16/2020
WASHINGTON COUNTY ATTORNEY  DA11F5BB62FE4FE...	9/16/2020



**RAMSEY/WASHINGTON
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R&E BOARD MEETING DATE:	September 24, 2020	AGENDA ITEM:	IV.c.
SUBJECT:	HR Purchase of Services Agreement		
TYPE OF ITEM:	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input checked="" type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team		

R&E BOARD ACTION REQUESTED:

Approve the Human Resources Purchase of Services Agreement with Ramsey County Human Resources, with a term of January 1, 2021 through December 31, 2021.

EXECUTIVE SUMMARY:

The Joint Powers Agreement (Part VI.C.) provides that the Recycling & Energy (R&E) Board is authorized to hire employees, with such employees being employees of R&E. The Bylaws [Article III, Section 5. (b). (3)] provides that R&E select an agent for Human Resources Services, and that Ramsey County Human Resources be the initial service provider. A purchase-of-services agreement between R&E and Ramsey County Human Resources was approved in 2015 and terminates on December 31, 2020, with R&E paying \$75,000 per year to Ramsey County for those services.

At present R&E employs 50 union staff and 22 non-union staff. Since 2015 R&E has developed its human resources services independent of Ramsey County for all services except for non-union employee insurance benefits. Non-union employees receive the same insurance benefits as Ramsey County non-represented employees. A revised purchase-of-services agreement has been prepared with Ramsey County Human Resources to reflect this change in level of service.

The Joint Leadership Team (JLT) recommends entering into the revised Purchase of Services Agreement for Human Resources Services with Ramsey County, with a term of January 1, 2020 through December 31, 2025, in an amount not to exceed \$5,000 per year.

ATTACHMENTS:

1. Proposed Human Resources Purchase of Services Agreement

FINANCIAL IMPLICATIONS:

The annual cost of this agreement is \$5,000, which is a reduction from previous years. Funds are available in the approved 2021 Joint Activities Budget for this expense.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	9/16/2020
<div>6F6294EFCDD340E</div> <div><i>Zack Hansen</i></div> <div>DocuSigned by: Zack Hansen</div>	
<div>DocuSigned by:</div> <div><i>Nicole Stewart</i></div> <div>56E481905E734BB...</div>	9/16/2020
<div>DocuSigned by:</div> <div><i>Mark Thompson</i></div> <div>9AEB9F1B17A145B...</div>	9/17/2020
RAMSEY COUNTY ATTORNEY	
<div>DocuSigned by:</div> <div><i>John A. Ristad</i></div> <div>9B868D735B2E489...</div>	9/16/2020
WASHINGTON COUNTY ATTORNEY	
<div>DocuSigned by:</div> <div><i>Zack Hansen</i></div> <div>DA11F5BB62FE4FE...</div>	9/16/2020

**Purchase of Services Agreement
Between
Ramsey County and
The Ramsey/Washington Recycling and Energy Board
For Human Resources Services**

This is a Purchase of Services Agreement ("Agreement") between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Human Resources Department, 121 7th Place East, Saint Paul, Minnesota 55101, ("County"), and Ramsey/Washington Recycling and Energy, 2785 White Bear Avenue North, Suite 350, Maplewood MN 55109 ("R&E"), a Joint Powers Board created pursuant to Minn. Stat. §471.59.

1.0 Term

The term of this agreement shall be from the date of approval by Ramsey County through December 31, 2025. The agreement may be renewed if agreed to in writing by both parties. Either party may cancel without cause upon giving at least 6 months written notice thereof to the other party. By mutual agreement, the parties may alter, modify or waive provisions of this agreement.

2.0 Scope of Services

The County agrees that it will provide the following services:

2.1 Employee Benefits

R&E will use the same insurance benefits offered to County employees, and the County will manage the insurance benefits for R&E BOARD employees as it manages those for County employees.

3.0 Administrative Fees, Compensation, Resources

3.1 Annual Fee.

For a portion of its Services under this agreement, the R&E Board shall pay an annual fee of \$5,000 to the County. This fee is intended to cover the County's ongoing cost of providing access to County insurance benefits.

4.0 General Contract/Agreement Terms and Conditions

4.1 Payment for Services.

4.1.1. Annual Fee: The R&E BOARD shall make payment within thirty-five (35) calendar days after the date of receipt of an invoice for the Annual Fee from the County.

5.0 Independent Contractor

The County is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the County as an employee of any other party.

6.0 Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the County's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

7.0 Indemnification

The R&E BOARD shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of R&E BOARD and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of the R&E BOARD pursuant to this Agreement.

The County shall indemnify, hold harmless and defend the R&E BOARD, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the R&E BOARD, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of County and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of the County pursuant to this Agreement.

8.0 Records Retention

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the R&E BOARD and the County shall retain a copy of the Agreement, and the books, documents, records, and accounting procedures and practices relating to this Agreement.

9.0 Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

County: Gail Blackstone
 Director
 Ramsey County Human Resources Department
 121 7th Place East,

Saint Paul, Minnesota 55101

R&E BOARD: Kelli Hall
Human Resources Manager
Ramsey/Washington Recycling and Energy
100 Red Rock Road
Newport, MN 55055

10.0 Non-Assignability

The parties to this Agreement shall have no right to assign any interest in this Agreement and shall not transfer any interest in this Agreement by subcontract or assignment without the prior written consent of all other parties to the Agreement.

11.0 Force Majeure

No party shall be liable for any loss or damage incurred by any other party as a result of events outside the control of such party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

12.0 Termination

Either party may terminate this Agreement without cause upon giving at least six months written notice thereof to the other party. By mutual agreement, the parties may alter, modify or waive provisions of this agreement.

13.0 Interpretation of Agreement; Venue

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court, Second Judicial District, State of Minnesota.

14.0 Severability

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

15.0 Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by all parties.

16.0 Limitation of Liability

The County is not responsible for providing services outside of the scope of the Agreement. The County is not liable for management decisions made by State, R&E BOARD, or any other organization, and is also not responsible for cash shortfalls, such as

bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of State, R&E BOARD, or any other organization.

17.0 Entire Agreement

This written Agreement, including all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Ramsey Washington Recycling and Energy Board to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

In Witness Whereof, this Agreement is duly executed as of the last date written below.

Ramsey County

Toni Carter, Board Chair

Date: _____

Janet Guthrie, Chief Clerk

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

Approval Recommended:

Gail Blackstone, Director of
Human Resources

Date: _____

Finance Department

Date: _____

**Ramsey Washington Recycling and Energy
Board**

Fran Miron, R&E BOARD Chair

Date: _____

By: _____

R&E BOARD Secretary/Treasurer

Date: _____

Approved as to form:

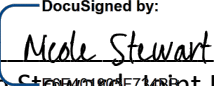
DocuSigned by:  DocuSigned by: 

Assistant County Attorney

Date: 9/16/2020 9/16/2020

Approval Recommended:

Zack Hansen, Joint Leadership Team
Date: 9/16/2020

DocuSigned by: 

Nicole Stewart, Joint Leadership Team
Date: 9/16/2020

DocuSigned by: 

Mark Thompson, Joint Leadership Team
Date: 9/17/2020



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:		September 24, 2020				AGENDA ITEM:		IV.d.	
SUBJECT:		Fiscal Agent Agreement							
TYPE OF ITEM:		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input type="checkbox"/>	ACTION	<input checked="" type="checkbox"/>	CONSENT
SUBMITTED BY:		Joint Leadership Team							

R&E BOARD ACTION REQUESTED:

Approve the Fiscal Agent Agreement between Ramsey County and the Recycling & Energy Board with a term of January 1, 2021 through December 31, 2025 and authorize the chair to execute the agreement.

EXECUTIVE SUMMARY:

The Joint Powers Agreement that created the Ramsey/Washington Recycling and Energy Board (Part VI.C.) provides that the Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the R&E Board, performing functions subject to the terms of a Fiscal Agent Agreement between the R&E Board and Ramsey County.

A Fiscal Agent Agreement was first approved in October 2015 and expires on December 31, 2020. A new and revised Fiscal Agent Agreement has been developed with a term of January 1, 2021 through December 31, 2025. The services provided by Ramsey County are fewer than before because R&E has developed capacity for financial functions previously provided by the county.

The Fiscal Agent Agreement is consistent with Ramsey County's Fiscal Agent Policies, the Joint Powers Agreement, and the Bylaws of the R&E Board. Both Washington County's and Ramsey County's Finance Departments have reviewed and approved the Fiscal Agent Agreement.

ATTACHMENTS:

1. Fiscal Agent Agreement

FINANCIAL IMPLICATIONS:

The Fiscal Agent Agreement provides for an annual administrative fee of \$30,000 per year paid by the R&E Board to the Ramsey County Finance Department for staffing and other services.

SUBJECT: *Fiscal Agent Agreement*

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM	<div>6F6294EFCDD340E</div> <div><i>Zack Hansen</i></div> <div>DocuSigned by: <u>Zack Hansen</u></div>	9/16/2020
	<div>F6E481905E734BB...</div> <div><i>Nicole Stewart</i></div> <div>DocuSigned by:</div>	9/16/2020
	<div>F6E481905E734BB...</div> <div><i>Mark Thompson</i></div> <div>DocuSigned by:</div>	9/17/2020
RAMSEY COUNTY ATTORNEY	<div>9AEB9F1B17A145B...</div> <div><i>Mark Thompson</i></div> <div>DocuSigned by:</div>	
	<div>9AEB9F1B17A145B...</div> <div><i>John A. Ristad</i></div> <div>DocuSigned by:</div>	9/16/2020
WASHINGTON COUNTY ATTORNEY	<div>9B868D735B2E489...</div> <div><i>John A. Ristad</i></div> <div>DocuSigned by:</div>	
	<div>9B868D735B2E489...</div> <div><i>Z. Ristad</i></div> <div>DocuSigned by:</div>	9/16/2020

FISCAL AGENT AGREEMENT

This is a Fiscal Agent Agreement ("Agreement") between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Public Health Department, 90 West Plato Blvd, Suite 200, Saint Paul, Minnesota 55107, and its Finance Department, 121 7th Place East, Suite 4000, Saint Paul, Minnesota 55101 ("County"), and Ramsey/Washington Recycling and Energy, 2785 White Bear Avenue North, Suite 350, Maplewood MN 55109 ("R&E"), a Joint Powers Board created pursuant to Minn. Stat. §471.59.

1.0 Term

The term of this agreement shall be from the date of approval by Ramsey County through December 31, 2025. This Agreement may be renewed upon such terms are agreeable to the parties. All renewals must be reduced to writing.

2.0 Scope of Service

R&E has developed resources to independently manage its finances. At certain times it will be necessary to seek the assistance of the County. The County agrees that, at those times and upon the request of R&E, it will provide the following services in a manner complying with generally accepted accounting principles and, except as noted, in accordance with Ramsey County Finance Department policies.

2.1 Disbursement

R&E shall prepare disbursements for goods and services rendered for R&E. All disbursements will be based on contracts entered into the County financial system by R&E or delegations by R&E to the Joint Leadership Team (JLT). All disbursements will be made using the County financial system.

2.2 Accounts Receivable

R&E shall prepare and issue invoices for the sale of goods and services by R&E. All invoices will be generated using the County financial system.

2.3 Cash/Receivables Management

The County shall manage cash and accounts receivable for the Board in accordance with County policies and procedures, including a depository account (s) for R&E revenue. Depository accounts shall be created at the County's primary bank. Interest on any depository account shall accrue for all of R&E's funds. Collection of past due accounts receivable is outside of the scope of this agreement.

2.4 Contracts

R&E shall maintain its own contract process, consistent with its Bylaws. All R&E contracts will be processed outside of the usual County contract management system. A fully executed contract, recommended by the assigned Assistant County Attorney and signed by the Chair, Secretary/Treasurer, or other R&E designee, will be deemed sufficient and no further review by the County will be necessary.

2.5 Asset Management

Until such time that R&E has determined to develop its own asset management system, the County shall maintain an inventory of assets and associated schedules of depreciation for all R&E capital assets, which shall be defined as machinery and equipment with a cost of \$15,000 or more and more than two years of useful life, and facility and infrastructure improvements with a cost of \$100,000 or more. This asset inventory shall be updated as necessary. Assets will be managed using the County financial system, or another system identified by R&E.

2.7 Segregation of the activities of the R&E-owned Facility ("Facility") at Newport

The activities of the Facility will be accounted for as an Enterprise Fund within the Ramsey County financial system. All other R&E activities will be accounted for as a General Fund. The County shall create cost centers and accounts as necessary to adequately record the activities of R&E.

2.9 Reporting

All books and records shall be prepared and maintained in accordance with generally accepted accounting principles. Records of expenditures, receipts, and balances shall be available at any time to R&E or its designees.

2.10 Audit Requirements

The activities of the R&E will receive an annual audit by R&E's independent auditor.

3.0 Segregation of Duties

The County and R&E have adequate segregation of duties as stipulated by the Government Accounting Standards Board.

4.0 Administrative Fees

For its services under this agreement, the County shall receive an annual administrative fee of \$30,000 for staffing and other services provided by the County to R&E. The annual administrative fee compensates the County for staff

time and expenses for the Finance Department's member of the JLT, who shall be performing activities pursuant to this Agreement, as well as reimbursement for staff time in the Finance Department.

5.0 General Contract/Agreement Terms and Conditions

5.1 Payment for Services

5.1.1 No payment will be made until the invoice has been approved by R&E.

5.1.2 Payment shall be based on a negotiated payment schedule

5.1.3 Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.

5.1.4 Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2 Independent Contractor

The County is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the County as an employee of any other party.

6.0 Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the County's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

7.0 Indemnification

R&E shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of R&E and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of the R&E pursuant to this Agreement.

The County shall indemnify, hold harmless and defend R&E, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which R&E, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of County and their officials, agents or employees, in the execution, performance, or failure to adequately perform the obligations of the County pursuant to this Agreement.

8.0 Records Retention

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the R&E and the County shall retain a copy of the Agreement, and the books, documents, records, and accounting procedures and practices relating to this Agreement.

9.0 Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

County: Alexandra Kotze,
121 7th Place East
Suite 4000
Saint Paul, Minnesota 55101

R&E: Zack Hansen,
2785 White Bear Avenue
Suite 350
Maplewood, MN 55109

10.0 Non-Assignability

The parties to this Agreement shall have no right to assign any interest in this Agreement and shall not transfer any interest in this Agreement by subcontract or assignment without the prior written consent of all other parties to the Agreement.

11.0 Force Majeure

No party shall be liable for any loss or damage incurred by any other party as a result of events outside the control of such party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

12.0 Termination

Either party may terminate this Agreement without cause upon giving at least six months written notice thereof to the other party

13.0 Interpretation of Agreement; Dispute Resolution and Escalation Procedures; Venue

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court, Second Judicial District, State of Minnesota.

14.0 Dispute Resolution

In the event of a dispute, the Ramsey County Chief Financial Officer, the Washington County Finance Director and the R&E joint leadership team (JLT) will meet to attempt to resolve the matter. If the parties fail to come to a mutual agreement to resolve the dispute, the Finance Directors and R&E JLT will each prepare a written summary of the dispute as well as written suggestions for resolving the matter. The written summaries will be submitted to the Ramsey County Manager and the Washington County Administrator, who will resolve the dispute by providing written direction on the matter.

15.0 Severability

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

16.0 Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by all parties.

17.0 Limitation of Liability

The County is not responsible for providing services outside of the scope of the Agreement. The County is not liable for management decisions made by State, Hennepin County, or any other organization, and is also not responsible for cash shortfalls, such as bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of State, Hennepin County, or any other organization.

18.0 Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and Ramsey/Washington Recycling & Energy to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

In Witness Whereof, this Agreement is duly executed as of the last date written below.

RAMSEY COUNTY

**RAMSEY/WASHINGTON RECYCLING
AND ENERGY BOARD**

Toni Carter, Board Chair

Fran Miron, R&E Chair

Date: _____

Date: _____

Janet Guthrie, Chief Clerk

By: _____
R&E Secretary/Treasurer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Assistant County Attorney

DocuSigned by:  DocuSigned by: 

Assistant County Attorney

Date: _____

Date: 9/16/2020 9/16/2020

Approval Recommended:

Approval Recommended:

Alexandra Kotze, Chief Financial Officer

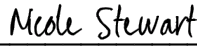


Zack Hansen, Joint Leadership Team

Date: _____

Date: 9/16/2020

Kathy Hedin, Director of Public Health

DocuSigned by: 

Nicole Stewart, Joint Leadership Team

Date: _____

Date: 9/16/2020

DocuSigned by: 

Mark Thompson, Joint Leadership Team

Date: 9/17/2020



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:			September 24, 2020			AGENDA ITEM:		VI.a	
SUBJECT:		Used Beverage Container Equipment – Vendor Selection							
TYPE OF ITEM:		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:		Joint Leadership Team							

R&E BOARD ACTION REQUESTED:

Approve Bulk Handling Systems as the vendor for used beverage container sorting equipment and authorize the Joint Leadership Team to execute agreement(s) with BHS and required infrastructure design, fabrication and construction vendors as needed to complete the used beverage container (UBC) sorting project in accordance with R&E procurement guidelines and within a project budget that shall not exceed the \$450,000, following approval by the county attorney.

EXECUTIVE SUMMARY:

The approved Equipment Maintenance and Replacement Budget includes \$450,000 to add equipment to the processing lines that will clean non-ferrous metals, creating a cleaner aluminum product that will be more marketable at higher prices. The equipment uses artificial intelligence (AI) to identify and sort used beverage containers (UBCs) from nonferrous material recovered at the R&E Center. Currently most of the non-ferrous metals, largely aluminum, are separated from trash using an eddy-current system. While the bulk of the material is aluminum beverage cans, there are also materials such as aluminum foil and drink pouches that deflate the value of the material at recycling markets. By using new AI equipment a stream of product that is almost all beverage cans will be separated from the other materials, and greatly increase the value of the metals at market. Estimates are that the payback for the cost of the AI equipment would be two to four years, depending on market prices. This equipment will complement additional future equipment installed with the R&E Center enhancements for recyclables recovery.

Following a request for bids the vendor BHS was selected to provide the AI equipment. A memo from Foth is attached that describes one element of the vendor review process, which tested the proposed equipment using materials from the R&E Center's non-ferrous line.




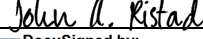
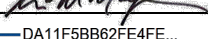
ATTACHMENTS:

1. Draft Resolution
2. Memorandum - Observations from onsite sorting of used beverage containers (UBCs) with robotics

SUBJECT: *Used Beverage Container Equipment - Vendor Selection*

FINANCIAL IMPLICATIONS:

\$450,000 dollars are available in the approved amended 2018-2019 EM&R Budget.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM	<div data-bbox="690 449 998 541"><div data-bbox="690 449 998 474">6F6294EFCDD340E</div><div data-bbox="690 474 998 541"> DocuSigned By: Zack Hansen</div></div>	9/16/2020
	<div data-bbox="690 541 998 625"><div data-bbox="690 541 998 567">DocuSigned by:</div><div data-bbox="690 567 998 625"></div></div>	9/16/2020
	<div data-bbox="690 625 998 709"><div data-bbox="690 625 998 651">E6E401905F734BB...</div><div data-bbox="690 651 998 709"></div></div>	9/17/2020
RAMSEY COUNTY ATTORNEY	<div data-bbox="690 709 998 793"><div data-bbox="690 709 998 735">9AEB91B17A145B...</div><div data-bbox="690 735 998 793"></div></div>	9/16/2020
WASHINGTON COUNTY ATTORNEY	<div data-bbox="690 793 998 865"><div data-bbox="690 793 998 819">9B8859735B2E489...</div><div data-bbox="690 819 998 865"></div></div>	9/16/2020

RESOLUTION R&EB-2020-11

WHEREAS, The Ramsey/Washington Recycling & Energy Board ("R&E Board") is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated September 22, 2015, ("Joint Powers Agreement"); and

WHEREAS, The Joint Powers Agreement provides that the R&E Board shall establish a Facility Budget and a Joint Activities Budget; and

WHEREAS, The Bylaws require that an Equipment Maintenance & Replacement ("EM&R") Fund be established and incorporated into the Facility Budget, to assure sufficient resources for major maintenance projects as well as major equipment replacement; and

WHEREAS, R&E approved an EM&R Policy on March 22, 2017 (Resolution R&EB-2017-3), which identifies the size, scope and schedule for establishing this fund; and

WHEREAS, R&E approved the amended 2018-2019 EM&R Budget at its meeting on June 28, 2018 which includes \$450,000 for the purchase and installation of equipment that uses artificial intelligence to separate used beverage containers from other materials in the non-ferrous product stream at the R&E Center; and

WHEREAS, R&E released a request for proposals for non-ferrous used beverage container (UBC) sorter on February 17, 2020; and

WHEREAS, R&E received and evaluated four proposals from Bulk Handling Systems (BHS), Amp Robotics, Waste Robotics and Machinex in response to the RFP; and

WHEREAS, BHS and Amp Robotics were selected for additional testing to verify the performance stated in the proposal and follow-up responses to questions; and

WHEREAS, Foth Infrastructure and Environment has recommended to the Joint Leadership Team that R&E select BHS as the equipment vendor for R&E's UBC sorting of nonferrous materials.
NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves Bulk Handling Systems (BHS) as the vendor for used beverage container (UBC) sorting equipment and authorizes the Joint Leadership Team to execute agreement(s) with BHS and required infrastructure design, fabrication and construction vendors as needed to complete the UBC sorting project in accordance with R&E procurement guidelines and within a project budget that shall not exceed the \$450,000, following approval by the county attorney.

Fran Miron, Board Chair
September 24, 2020

Attest
September 24, 2020



Memorandum

Foth Infrastructure & Environment, LLC
Eagle Point II • 8550 Hudson Blvd. North, Suite 105
Lake Elmo, MN 55042
(651) 288-8550 • Fax: (651) 288-8551
www.foth.com

DRAFT
for Client Review

Date August 7, 2020

TO: Zack Hansen and Nikki Stewart
Ramsey/Washington Recycling & Energy Joint Leadership Team

CC: Jennefer Klennert, Foth Infrastructure & Environment, LLC (Foth)

FROM: Nathan Klett, Foth

RE: Observations from onsite sorting of Used Beverage Containers (UBCs) with Robotics

Executive Summary

This memorandum is intended to provide a summary of the responses received to the initial Request for Proposals for UBCs (RFP) and the subsequent onsite testing conducted by AMP Robotics and Bulk Handling Systems (BHS) at their respective facilities using each company's robotic sorter for quality control sorting of the non-ferrous metals from the Recycling & Energy Center (R&E Center).

Background

The R&E Board solicited responses to the "Non-Ferrous Used Beverage Container (UBC) Sorter" RFP. There were four vendors that participated in the mandatory pre-proposal meeting, which included BHS, Amp Robotics, Waste Robotics, and Machinex. All four vendors provided proposals in response to the RFP varying in cost from approximately \$249,000 to \$1.3 Million. Each vendor was asked several follow-up questions and pricing for various options to meet the needs of the R&E Center. Upon further evaluation of the proposals and responses to questions, the robotic solutions provided by BHS and Amp Robotics were selected for additional testing to verify the performance stated in the proposal and follow-up responses to questions. Specifically, BHS was requested to provide pricing and pick rate for a single robot, which was different from their original proposal.

Methodology

In order to verify the performance of the robotic sorting solutions provided, the R&E Center collected four gaylords of non-ferrous metal from the shared non-ferrous line at the R&E Center. Two of the gaylords were shipped to the BHS test facility in Nashville,

TN and two were shipped to the Amp Robotics test facility in Broomfield, CO. Specific non-ferrous from the R&E Center was sent to best represent what the robotic system would likely need to sort.

Joe Heinz, R&E Maintenance Supervisor, and Nathan Klett, Foth, traveled to Broomfield from June 22 to 24, 2020 and to Nashville from July 22 to 24, 2020, to observe and verify the robotic system capabilities at each of the respective facilities. Both Amp Robotics and BHS received similar amounts of non-ferrous metals for verification trials.

AMP Robotics

During the visit to Amp Robotics, R&E staff and Foth followed all COVID-19 related procedures in place at the Amp Robotics facility while observing the testing. The Amp Robotics testing facility has a single robot set up on a recirculating line to allow for the material to run in a continuous loop. The non-ferrous metals from the R&E Center was placed on the recirculating conveyor belt at a rate similar to the anticipated rate of operation at the R&E Center to mimic the anticipated amount of non-ferrous metals (UBC and other materials) would pass the robot in a given amount of time. The initial trial runs were not very successful in terms of positively picking UBCs from the non-ferrous metals. Engineers from Amp Robotics indicated that there had been a software update in their Artificial Intelligence (AI) system, so the Amp Robotics' engineers made some adjustments. After the adjustments were made, the trials restarted. Non-ferrous metals were placed on the recirculating conveyor and 30-second trials were observed to determine pick count, missed picks (attempted but not a successful pick), and incorrect picks (other non-ferrous, plastics, etc.). Table 1 shows the results of the three trial runs completed at the Amp Robotics facility.

Table 1
Summary of Amp Robotics Trial Runs

AMP Robotics Trial – June 23, 2020			
Trial	UBC's Picked	Objects Missed	Incorrect Picks
1	51	9	3
2	76	8	2
3	80	8	6
Average	69	8.33	3.67
Note: Results in the table are based on 30 second trial expanded to picks per minute			

Prepared by: NOK
Checked by: JLK

The number of UBCs picked per minute fluctuated significantly between the first and last trial with an average of 69 UBCs picked per minute. The majority of the incorrect picks were plastic bags near a UBC or an incorrectly identified non-ferrous container (cat food tin, etc.). A weight scale was not available at the time of testing so a specific percent purity by weight could not be calculated.

Bulk Handling Systems

During the visit to BHS, R&E Staff and Foth followed all COVID-19 related procedures in place at the BHS facility while observing the testing. The BHS testing facility has a single robot set up on a recirculating line to allow for the material to run in a continuous loop. The non-ferrous metals from the R&E Center was placed on the recirculating conveyor belt at a rate similar to the anticipated rate of operation at the R&E Center to mimic the anticipated amount of non-ferrous metals (UBC and other material) passing the robot in a given amount of time. After the initial trial runs the amount of non-ferrous was varied to observe any change in robot accuracy with heavier burden depths. The increased burden depth appeared to have limited impact on the number of positively picked UBCs during the trial runs. Non-ferrous material was placed on the recirculating conveyor and 30 second trials were observed to determine pick count, missed picks (attempted but not a successful pick), and incorrect picks (other non-ferrous, plastics, etc.). Table 2 shows the results of the four trial runs completed at the BHS facility.

Table 2
Summary of BHS Trial Runs

BHS Trial – July 23, 2020			
Trial	UBCs Picked	Objects Missed	Incorrect Picks
1	66	2	4
2	70	0	4
3	66	10	0
4	66	2	2
Average	67	3.50	2.50
Note: Results in the table are based on 30 second trials expanded to counts per minute			

Prepared by: NOK

Checked by: JLK

The number of UBCs picked per minute did not fluctuated significantly between the first and last trial with an average of 67 UBCs picked per minute. The majority of the incorrect picks were plastic bags near a UBC or an incorrectly identified non-ferrous container (cat food tin, etc.). A weight scale was provided by BHS during testing and the purity of the UBCs pick relative to the other materials pick varied from 88% to 97%, with the 88% result mainly due to a large non-ferrous piece picked that was not a UBC and a small sample size.

Results or Observations

These results are based on a relatively small sample size, but are representative of the non-ferrous material observed at the R&E Center. A comparison between the two robotics manufacturers using AI technology based solely on average pick counts, missed objects and incorrect picks is very difficult since they are very similar. During onsite observations, it appeared the BHS robotic unit was slightly slower, but more consistent

and more calculated in its ability to pick whereas the Amp Robotics unit was slightly faster but used more “brute force” in its approach. Both robotic systems are anticipated to be trained to find a medium between the two with very comparable pick rates. Since the average UBC pick rates during the trials are very similar between the two robotic solutions, the question becomes one of quality. Unfortunately, with such small sample sizes it is difficult to determine if there will be significant differences in overall bale quality/salability in the long term.

The BHS robotic system has an edge when it comes to the build quality of the overall robotic unit. It appears to be more solidly constructed and has a patent pending technology to remove plastic film that may be sucked up into the suction cup grabbing device that appeared to be very effective. This feature was different from the Amp Robotics unit. Both systems are able to fit into the space available at the R&E Center to avoid conflict with future plans for the R&E Center projects.

The majority of the Amp Robotics’ systems are installed in material recovery facilities (MRFs) where the main items the AI observes are recyclable materials. The BHS robotics systems are installed at mixed waste processing (MWP) facilities where materials more similar to the R&E Center are being observed.

The capital expense for the Amp robotic system is proposed at \$249,000 and the BHS robotic system is \$240,000. Based on the cost, overall performance observed, build quality and experience with MWP facilities it is recommended that the R&E Board proceed with the BHS robotic solution.



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R&E BOARD MEETING DATE:	September 24, 2020	AGENDA ITEM:	VIII.
SUBJECT:	R&E Updates and Reports		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team		

R&E BOARD ACTION REQUESTED:

For Information only.

EXECUTIVE SUMMARY:


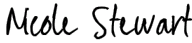



Staff will provide updates on R&E projects and operations.

ATTACHMENTS:

1. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	
 6F6294EFCDD340E DocuSigned By: Zack Hansen DocuSigned by:	9/16/2020
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WASHINGTON COUNTY ATTORNEY	
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Report of all contracts and amendments executed under authority of Recycling & Energy's procurement guidelines (Resolution R&EB 2019-2), August 1, 2020 through August 31, 2020.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
Minnesota United Soccer Club, LLC	8/7/2020	Joint Activities - sponsorship/advertising	NTE \$157,625	Amendment - extension