

BENTON COUNTY BOARD OF COMMISSIONERS

February 17, 2026, 9:00 AM
Benton County Board Room

AGENDA

9:00 - Commissioner Steve Heinen, Board Chair

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approve or Amend the Agenda

9:01 - Announcement by the Board Chair:

County Board meetings are broadcast live and video recorded on YouTube. Please refrain from speaking from the audience area and come to the podium so that viewers can hear you. The County Board observes Roberts Rules of Order for its meetings, so please obtain the Board Chair's consent before addressing the County Board. Public comments are generally reserved for the Open Forum segment or Public Hearings. However, public comment on other agenda items may be allowed at the discretion of the Board Chair. As we begin today, please turn off all cellphones or turn your cellphone to vibrate. Thank you.

9:02 - Open Forum Announcement by the Board Chair

- Public Input and/or Informational Matters Not Requiring Action by the Board

9:03 - Consent Agenda

1. Approve or Amend the Regular Board Meeting Minutes of February 3, 2026 (Administrator)
2. Approve or Amend the Committee of the Whole Meeting Minutes of January 12, 2026 (Administrator)
3. Consider the Annual Renewal for Professional Services Contract with SafeAssure (Administrator)
4. Consider the Application for County Off Sale Liquor License (Auditor-Treasurer)
5. Consider the 2026 Solid Waste Haulers License Round I (Land Services)

(Continued on Next Page)

531 Dewey Street P.O. Box 129 Foley, MN 56329 | bentoncountymn.gov

320-968-5000 Main | 320-968-5329 Fax | 320-968-8842 TDD

Commissioners: District 1: Scott Johnson | District 2: Ed Popp | District 3: Steve Heinen

District 4: Jared Gapinski | District 5: Pam Benoit

County Board Agenda (Continued)

February 17, 2026, Page 2

9:05 – Kathy Reuter, County Attorney

- County Attorney Update

9:15 – Montgomery Headley, County Administrator

- Government Center Project Manager Monthly Update
- Government Center Redevelopment Planning Update
- FFE Process Update
- Consider the Use of an Executive Search Firm for the County Engineer Recruitment
- Monthly Financial Report Through December 31, 2025

9:45 – Sandi Shoberg, Human Services Director

- Human Services Fraud Prevention Investigation (FPI) Update
- Consider the Contract with Cathy Lagow to Provide Clinical Supervision to Social Workers Providing Mental Health Services

9:55 – Commissioner Meeting Updates

10:00 – Comments by Commissioners (General Comments by Board Members on Topics Not Requiring County Board Action)

10:05 – Set Committee of the Whole Meetings and Designate any Previously Held Meetings as Necessary Committee Meetings

10:10 – Adjourn

(Continued on Next Page)

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County Board Agenda (Continued)
February 17, 2026, Page 3

Benton County Board of Commissioners/Benton County Ditch Authority

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Pursuant to MN Statutes §13D.02 and County Policy, the following County Board members may participate from a remote location:

- Commissioner Scott Johnson, District 1
- Commissioner Ed Popp, District 2
- Commissioner Steve Heinen, District 3
- Commissioner Jared Gapinski, District 4
- Commissioner Pam Benoit, District 5

**The following meeting is cancelled due to lack of Agenda items:
Community Health Board**

BENTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
FEBRUARY 3, 2026

The Benton County Board of Commissioners met in regular session on February 3, 2026, in the Benton County Board Room in Foley, MN. Call to order by Chair Steve Heinen was at 9:00 AM followed by the Pledge of Allegiance to the flag. A roll call showed Commissioners Pam Benoit, Jared Gapinski, Steve Heinen, Scott Johnson, and Ed Popp present.

Motion by Johnson and seconded by Popp to approve the Regular Board Meeting Agenda as written. Motion carried unanimously.

Under Open Forum, County Administrator Montgomery Headley introduced the new Human Resources Director Susan Block to the County Board. Block shared her background information, and the County Board welcomed Block to Benton County.

Also, under Open Forum, Johnson read an email he received into the record:

Dear Commissioners,

As a working taxpayer in District 1, I cannot attend in-person board meetings due to my work schedule. I appreciate the opportunity for public comment and would like these questions placed on the record for clarification. I understand the Board may not take action today, but I seek your responses to improve transparency and access:

- 1. Why did the Board recently vote to reduce public comment time from five minutes to three minutes? Will the chair now begin strictly timing speakers, as this has not been enforced in the past?*
- 2. It was stated previously that the timing of board meetings would be discussed at a goal-setting meeting to make them more conducive for working taxpayers to attend (e.g. evening meeting times). Has any discussion occurred on this topic for 2026?*
- 3. Can Committee of the Whole (COW) meeting minutes be posted publicly on the county website without residents having to request them directly?*
- 4. Can preliminary board meeting minutes be posted promptly (e.g. within 24 hours) so taxpayers can review and prepare comments or concerns before the next meeting? It is rare that meeting minutes are addended at subsequent meetings when they are approved.*

Thank you for addressing these on the record. Greater transparency and accessibility would help rebuild trust with residents who fund county operations.

I look forward to watching this on YouTube.

Sincerely, Michael Akers

Sauk Rapids, MN

Benoit requested to pull Consent Agenda items #2 and #11 for further discussion. Motion by Gapinski and seconded by Johnson to approve Consent Agenda items 1, 3-10 and 12: 1) approve the Regular Board Meeting Minutes of January 20, 2026 and authorize the Chair to sign; 3) approve the Memorandum of Agreement (MOA) with Law Enforcement Labor Services, Inc., representing Non-

Licensed Supervisors in the Sheriff's Office to implement the 2024-2026 Class and Comp Maintenance Program recommendations, year 2 and authorize the Chair to sign; 4) approve a MOA with Teamsters Local 320, representing Clerical Employees, to implement the 2024-2026 Class and Comp Maintenance Program recommendations year 2 and authorize the Chair to sign; 5) accept and file a summary of the January 20, 2026 Department Head Performance Evaluations; 6) approve the grant agreement with the State of MN for Emergency Management Performance Grant and authorize the Chair to sign; 7) approve a resolution to adopt the 2025 Benton County Hazard Mitigation Plan and authorize the Chair to sign; 8) approve the updated Civil Rights Plan and Limited English Proficiency Plan; 9) approve the Outreach Services Contract between Benton County Human Services and the CommUNITY AMHI for 2026 and authorize the Chair to sign; 10) approve the date and time for the Special Board of Appeal and Equalization for the 2026 assessment year and appoint members to the Special Board of Appeal and Equalization; 12) approve the contract with Midco for cable television services and authorize the Chair to sign. Motion carried unanimously.

Benoit had noticed on Consent Agenda item # 2 that the former County Engineer's contact information was listed and requested that it be changed to Headley's contact information. It was noted that MNDOT awarded Benton County approximately \$30,000 to cover the upfront fees to apply for a Federal BUILD Grant. Motion by Benoit and seconded by Popp to approve Consent Agenda item #2, to approve the grant agreement with MNDOT to cover the cost of applying for a Federal BUILD Grant (formerly RAISE Grant). Motion carried unanimously.

Next, Benoit asked Sheriff Troy Heck to provide information regarding Consent Agenda item #11 on what the Sheriff's Office has previously paid Tri-County Humane Society in 2024 and 2025 for animal care and boarding. Heck anticipated the amount was close to \$0 each year but would share his findings with Benoit once obtained. Motion by Benoit and seconded by Heinen to approve Consent Agenda item #11 approving the agreement with Tri-County Humane Society for animal care and boarding. Motion carried unanimously.

Next, Executive Director Brandi Canter of the Great River Regional Library asked the County Board to reconsider reducing its 2026 contribution by \$6,624, explaining the library's equitable regional funding model and shared services across six counties. Canter conveyed that the Foley Library staffing costs approximately \$95,000 annually, and the proposed \$6,624 reduction would equate to roughly 3-5 staff hours per week cut at the Foley Library. Roughly \$445,000 to \$450,000 of the County's contribution supports shared regional services including system-wide collections (physical and digital), technology and online resources, programming support, and access to other libraries in the six-county region. Canter shared that the Great River Regional Library's fund balance is approximately \$7-\$8 million, largely held in investments; about \$350,000/year in interest is budgeted for operations, and the total collected from all member counties is approximately \$7,640,954 for 2026. Commissioners raised strong concerns about paying over \$540,000 for a county with only one physical library, questioning rising costs, governance structure, maintenance-of-effort mandates, and why any funding reduction would disproportionately impact the Foley Library's staffing and hours. The discussion highlighted frustrations over limited county voting power on the Library Board which is perceived as inequities compared to

multi-library counties. Canter received direction from the County Board to obtain detailed breakdowns of operating costs by library and county to be shared at a future meeting.

Next, Headley requested County Board consideration of an agreement with Fluid Interiors to serve as the County's furniture provider for the Government Center project. Based on County Board direction from the January 20th meeting, Board members, staff and GLT met with representatives from Fluid to discuss an agreement that reflects "not to exceed" (NTE) costs for design, project management and installation. The agreement identifies the following NTE costs for 1) design \$15,000, 2) project management \$20,000 and 3) installation \$160,000. Total NTE cost is \$195,000. This amount represents 13% of the \$1.5 million FFE budget. Also, the agreement establishes that furniture purchases shall be made through contracts negotiated by Omnia, a national purchasing alliance. This arrangement satisfies the competitive bidding requirements of MN Statutes §471.345. Funding for FFE, including Fluid's "soft costs" will be provided from the project budget. Motion by Johnson and seconded by Benoit to approve an agreement with Fluid Interiors for FFE design, project management and installation services for the Government Center project. Motion carried unanimously.

Next, Benton County Auditor-Treasurer Christine Scherbing requested County Board consideration for the approval of sale of parcel 17.01553.00 to Central Minnesota Habitat for Humanity and authorize the Chair to sign the deed to convey the property. Central MN Habitat for Humanity was the winning bidder of the auction held on the Public Surplus website for parcel 17.01553.00. The winning bid was \$3,000 plus a \$100 buyer's premium, \$11,522.12 for special assessments for the City of St. Cloud, and other taxes/fees. Payment in full was made on December 19th. The deed was drafted by the Benton County Attorney's Office. Motion by Gapinski and seconded by Benoit to approve the sale of parcel 17.01553.00 to Central MN Habitat for Humanity and authorize the Chair to sign the deed to convey the property. Motion carried unanimously.

Next, Human Services Director Sandi Shoberg invited Human Services Deputy Director Will Chew, along with Social Services Supervisor Rachel Klems to provide a 2025 Child Protection recap. This item was for informational purposes only.

Next, Shoberg invited Fiscal Services Supervisor Lindsey Knosalla to provide an update on Supplemental Nutrition Assistance. This item was for informational purposes only.

The County Board recessed at 10:10 AM to conduct a Ditch Authority Meeting.

The County Board reconvened at 10:27 AM.

Next, Board members reported on recent meetings they attended on behalf of Benton County.

There were no additional comments by the County Board under Comments by Commissioners.

Popp/Johnson to set the Committee of the Whole Meetings: Thursday, February 19, 2026 Capital visits, 555 Park St., Suite 420, St. Paul, MN 55103, 8:30 AM; Thursday, February 19, 2026 Benton County Association of Township Officers, Glendorado Town Hall, 792 190th Ave NE, Princeton, MN 56371, 7:00 PM; Tuesday, March 3, 2026 thru Thursday, March 5, 2026, Association of MN Counties Legislative

Conference & County Day at the Capitol, InterContinental Hotel, 11 East Kellogg Blvd, St. Paul, MN 55101, 3:00 PM; Saturday, March 14, 2026 Annual Foley Community Connect Expo, Foley High School, 621 Penn St, Foley, MN 56329, 9:00 AM; Wednesday, March 25, 2026 thru Friday, March 27, 2026, Association of MN Counties Leadership Summit, Grand View Lodge, 23521 Nokomis Ave, Nisswa, 56468, 8:00 AM. Motion carried unanimously.

Chair Heinen adjourned the Regular Board Meeting at 10:54 AM.

ATTEST:

Steven J. Heinen, Board Chair
Benton County Board of Commissioners

Montgomery Headley
Benton County Administrator

COMMITTEE OF THE WHOLE
MONDAY, JANUARY 12, 2026
GOAL SETTING SESSION AT JACK & JIM'S
11025 DUELM RD NE, FOLEY, MN 56329

Present: Commissioners Scott Johnson, Pam Benoit, Steve Heinen, Jared Gapinski, Ed Popp, Montgomery Headley and Beth Stay.

Chair Heinen called the meeting to order at 11:07 AM.

Meeting Related Topics:

- A. Board Meeting Open Forum Guidelines:
County Board members discussed the current Open Forum Policy, and there was a consensus to reduce the individual speaking time from five to three minutes. Additional direction included researching when the existing policy was adopted, having Headley develop a standardized script outlining guidelines for speakers, and adding a standing Open Forum item on the Ditch Authority Agenda.
- B. Human Services/Public Health Quarterly Committee of the Whole's:
During discussion of the Human Services/Public Health quarterly Committee of the Whole meetings, County Board members requested that materials be provided in advance for review rather than distributed at the meeting. There was a consensus to continue holding the standing quarterly meetings, limit them to 90 minutes, and to cancel meetings where there are insufficient agenda items to warrant a discussion.
- C. Employee Forums:
The County Board reached a consensus to continue holding Employee Forums. Future discussion will address potential location options once the new Government Center is constructed.
- D. Alternate County Board Meetings Times and Locations:
County Board members discussed holding a few Regular Board meetings at alternate locations, such as the Sauk Rapids Government Center or Rice City Hall, to encourage greater public attendance in response to constituent requests. Headley will evaluate whether these facilities can accommodate live streaming of the meetings.
- E. Remote Meeting Policy:
Headley confirmed with the State of Minnesota that remote participation at a Board Meeting, or a Committee of the Whole Meeting from outside the United States is permitted, provided they can be seen and heard by the public virtually and that all County Board actions are conducted by roll-call vote. There was a consensus that no changes to the current County Board policy are necessary.
- F. Special Meeting on Ditch Maintenance Assessments:
There was a consensus to hold the annual Special Meeting on Ditch Assessments in the evening at the Foley High School. Headley will consult with the Drainage Attorney at Rinke Noonan Law Firm to determine the appropriate timing for the meeting.

Personnel Matters:

- A. Human Resources Director:

Headley reported that a candidate for Human Resources Director was interviewed last week and shared the candidate's experience and qualifications with the County Board. References will be checked later this week, and if the position is offered and accepted, the new Human Resources Director will meet with their staff prior to starting employment to become acquainted with their team.

The County Board recessed at 12:07 for lunch.

The County Board reconvened at 12:37.

B. Applications Data Manager:

Headley reviewed the projects handled by the Application Data Manager and proposed to the County Board that the position be moved from Administration to the IT Department. There was a consensus to have Headley discuss this option with the Application Data Manager and the IT Director.

C. County Engineer/Assistant Engineer and Consulting Engineering Assistance for Highway:

Headley reported that four candidates will be interviewed for the County Engineer position on January 20th. The County Board discussed upcoming road projects and their current status and sought input from the Interim County Engineer Steve Backowski (via call-in) regarding engineering consulting services. Backowski recommended using WSB due to their familiarity with existing projects and advised bringing a WSB contract amendment to the next Regular Board Meeting for consideration and adoption.

D. Auditor-Treasurer Appointment:

Headley shared that the County Auditor-Treasurer requested a Committee of the Whole meeting to discuss changing the Auditor-Treasurer position from elected to appointed, which under State Statute would require at least four of five Board members' approval. Given recent public criticism and social media opposition, Board members expressed hesitation to pursue the change at this time but also commended Auditor-Treasurer Christine Scherbing on the work and accomplishments she has achieved over the past couple of years with County Ditches and elections. There was consensus of the County Board to share the feedback from today's meeting with Scherbing to see if she would want to cancel the upcoming Committee of the Whole Meeting.

E. Comp Time and Overtime Request:

Gapinski requested Headley to provide data on Comp Time and Overtime comparisons from 2024 to 2025.

F. Union Negotiations Update:

Headley informed the County Board that AFSCME just ratified, the best and final offer was presented to Teamsters Clerical to vote, and mediation will begin soon for Local 49's Property Management Union and LELS Detention Officers and Dispatchers Union. Three Unions were ratified prior to January 1, 2026.

Building Projects:

A. Redevelopment Planning:

Headley informed the County Board about a proposed blight study to develop a redevelopment plan that could position the current Government Center property as a TIF District, with Benton Economic Partnership (BEP) providing a quote of \$9,000 to \$10,000 for the study. Discussion also included the City of Foley's willingness to allow short-term unpaved parking at the 1901

Courthouse site after demolition, expanding the blight study and potential TIF District to include all of the current Government Center property, which would also include the former Highway building, and the possibility of grant funding to offset demolition and redevelopment costs despite upfront expenses. The County Board also discussed the potential acquisition of adjacent properties, including the ALC Learning Center building for future parking options.

B. Tech Updates (Cabling Security, AV) Update:

Headley reported that cabling will be going out for Request for Proposals (RFP's) in March, and security will be going out for RFP's in April.

C. Furniture, Fixtures and Equipment (FFE) Update:

Headley shared that the Building Committee will meet tomorrow to discuss the side-by-side pricing of the two vendors that provided FFE quotes (Continua and Fluid). Once discussed, it will be brought to the Regular Board Meeting for discussion and possible selection of an FFE supplier.

Other Miscellaneous:

A. BEP Representation:

Headley shared that after speaking with Benton Economic Partnership (BEP) Director Amanda Othoudt, that she recommended that the Chair of the County Board would mirror as a member of the BEP Board of Directors. After discussion, there was a consensus that the County Board Chair would be the member of the BEP Board of Directors, and the Vice-Chair of the Board would serve as an alternate.

B. Alternates to Boards and Commissions:

Johnson reminded County Board members if they are unable to make a meeting, to please reach out to the alternate, or another Commissioner to attend because there have been quorum issues if no replacement member is present for voting purposes.

C. Library; Plans to Account for Reduced County Funding:

A new library director on the Library Board raised questions about Benton County's recent reduction in funding to the Great River Regional Library (GRRL), noting it would result in reduced hours at the Foley Library, while Benton County will allocate over \$540,000 to Great River Regional Library in 2026. It was explained to GRRL that during budget deliberations the County Board approved a \$6,600 reduction from the prior year, which remains compliant with the Joint Powers Agreement between Benton County and GRRL. Board members expressed interest in asking Great River Regional Library how funding is allocated among libraries and why the reduction impacts the Foley Library, given that Foley has only one library while other cities have multiple locations.

D. Board Member Cell Phones:

Headley asked County Board members if there was a desire to have a County-issued cell phone. Headley shared that the approximate annual cost to issue county-owned cell phones to each Board member would be about \$3,000 total. There was a general consensus to not issue county-owned cell phones to Board members, and to remove personal information such as each Commissioners personal phone number and personal address from the County website due to privacy and safety concerns in light of recent public events, and their County email address would remain on the site.

Chair Heinen adjourned the meeting at 2:02 PM

Chair Steven J. Heinen
Benton County Board of Commissioners

ATTEST:

Montgomery Headley
Benton County Administrator

DRAFT

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



3

MEETING DATE 2/17/2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Administrator's Office

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Approve the annual renewal for professional services contract with SafeAssure.

BACKGROUND INFORMATION

SafeAssure is a cutting-edge OSHA training and consulting company committed to providing OSHA required services to safety conscious employers in Minnesota.

SafeAssure currently provides full services to over 100 municipalities in Minnesota. SafeAssure consultation and training services includes OSHA compliance, onsite and online training, (annual and new hire), SDS online access (formally MSDS), safety program policies and practices, simulated OSHA onsite audits and inspections, and safety committee advisory.

Annual service agreement with SafeAssure is \$9878.75. 2026 will be the 7th year we have contracted with SafeAssure for their services.

ACTION REQUESTED

To approve Professional Services Agreement with SafeAssure and approve the Board Chairperson to sign the service agreement.

FISCAL IMPACT

ESTIMATED COST (\$) \$9878.75

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

Susan Block

DATE 2/11/2026

DEPARTMENT HEAD SIGNATURE

Margaret & Lucy

DATE 2-11-26

COUNTY ATTORNEY SIGNATURE

DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION _____

PREFERRED PLACEMENT ON AGENDA _____

INVOICE

SAFEASSURE CONSULTANTS

7505 93rd Ave NE
Spicer, MN 56288-9682

melanie@safeassure.com
+1 (320) 231-3803
www.safeassure.com



Bill to

Benton County
531 Downey Street
Box 129
Foley, MN 56329

Ship to

Benton County
531 Downey Street
Box 129
Foley, MN 56329

Invoice details

Invoice no.: 3984
Terms: Due by Feb 28
Invoice date: 01/26/2026
Due date: 03/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Consulting_	Safety Training	1	\$9,878.75	\$9,878.75

Total

\$9,878.75

Ways to pay

BANK

Note to customer

Thank you for choosing us. We don't take your business for granted!

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WHAT SAFEASSURE WILL DO FOR BENTON COUNTY

PROPOSAL/SERVICE AGREEMENT

INTRODUCTION/GENERAL INFORMATION

THIS AGREEMENT is effective the first day of March 2026 for Benton County, Foley, Minnesota, herein referred to as Benton County and SafeAssure 7505 93rd Ave NE, Spicer, Minnesota, herein referred to as SafeAssure.

This proposal includes full service as described throughout this document to departments/employees stated within the schedule.

SafeAssure is a safety and OSHA compliance consulting company established on January 1, 1998, specializing primarily in Municipal, Construction, Manufacturing, and Medical operations.

SafeAssure has an A+ rating with the Better Business Bureau (BBB). A complaint has never been filed against SafeAssure.

SafeAssure currently provides full services to over 100 municipalities in Minnesota, any or all of which may be contacted for reference (a full list will be provided upon request).

Our employees are our largest asset. All SafeAssure on-site client services employees are individually trained through OSHA certification programs and by SafeAssure Education Systems prior to conducting classroom or consultation services. The SafeAssure training management system continually reviews OSHA Regulations/Statutes/Interpretations and confers with OSHA representatives on any new or revised regulations or statutes. Employees are continually evaluated on OSHA subject matter proficiencies.

SafeAssure employs 8 to 10 committed employees (depending on time of year), Six of which operate mainly in the field. Although there are other support staff, key team members most directly servicing your organization will include:

- Chadwick Peterson (President/Owner/Consultant/Instructor) - Overall Operations/Client Services
- Melanie Bauman (Office Manager) - Scheduling/Coordinating/Client Services
- Jonathon Beale (Consultant/Instructor) - Client Services
- Tom Norgel (Consultant/Instructor) - Client Services
- Tom Paull (Consultant/Instructor) - Client Services
- Tom Guntzburger (Consultant/Instructor) - Client Services
- Seth Schueller (Consultant/Instructor) - Client Services
- Joe Brandt (Consultant/Instructor) - Client Services
- Cathy Hockert (Consultant/Instructor) - Client Services
- Jim Clemensen (Consultant/Instructor) - Client Services

CONSULTING SERVICES

(See also Training Schedule)

- All written programs/services that are produced by SafeAssure are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure will reimburse Benton County should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure. SafeAssure does not take responsibility for financial loss due to MNOSHA/OSHA fines that are not directly related to improperly written programs.
 - SafeAssure will continuously monitor OSHA Standards and modify all safety related programs as needed to ensure updates meet OSHA regulations and statutes. These changes or additions, when made during an agreement year, will be made at no additional cost to Benton County.
 - SafeAssure will be an advisor to the Safety Committee, reviewing OSHA Standards/Statutes and providing recommendations for accident and injury prevention as requested.
 - SafeAssure will conduct simulated OSHA audits of facilities (buildings), record deficiencies and make corrective recommendations. Audits will include pictures of noted deficiencies and recommendations. All Public Works/Highway buildings where Public Works/Highway employees work will be inspected upon request and at no additional cost.
 - SafeAssure will provide answers to all, and any OSHA questions submitted by department Supervisors (or other persons as allowed by management). Unlimited Consulting.
-
- In the event of an actual OSHA inspection, a SafeAssure employee will directly assist during the inspection process. SafeAssure will be with you all the way, including a presence at the OSHA closing conference and/or citation contesting hearings when requested.
 - SafeAssure will assist you in the event of a serious work-related employee injury or death including OSHA correspondence and negotiations.
 - SafeAssure will provide an "ALERT" system that allows SafeAssure to quickly inform clients (through email) of any information that is pertinent to the safety of employees and/or OSHA compliance.
 - SafeAssure will provide access to an SDS database specific to the City of Zimmerman through Velocity/Accelerate. The SDS database related services provided (amount of SDS and use) will be unlimited.

TRAINING SERVICES

(See also Training Schedule)

- SafeAssure clients may utilize multiple training formats and techniques including but not limited to:
 - On-site training with Power Point presentations, workbooks, videos, and topical employee participation games (see schedule).
 - Online training through video/question-answer as well as client-specific OSHA safety information.
- SafeAssure provides online safety training and complete documentation of individual employee training on AWAIR, Employee Right to Know-SDS (includes PPE), Blood borne Pathogens (includes PPE), Ergonomics, Emergency Action Plan, and Fire Extinguishers for employees directed by management to do online training (such as new employees or employees who missed on-site training).
- All documents and classroom training produced by SafeAssure for Benton County are for sole and express use by Benton County and its employees and not to be shared, copied, recorded, filmed, digitized, or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure.
- All programs, policies, training, and procedures referenced on the following page **do not** include the cost of hardware such as labels and signs. It will be the responsibility of Benton County to obtain this hardware as required to comply with OSHA standards.
- All the time spent consulting, answering questions, and assisting with OSHA inspections both on and off-site are part of the agreement services and are included (see also schedule).
- Any additional classroom hours separate from the agreement and schedule will be billed and eligible for all “current client” discounts offered by SafeAssure. These hours (if any) will only be allowed upon the approval of Benton County management representative.
- Training subjects will include but will not be limited to the annual schedule provided.

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the agreement year (Subparts represent multiple standards).

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

SAFEASSURE INSURANCE SPECIFICS

COMMERCIAL GENERAL LIABILITY	EACH OCCURANCE	1,000,000
	DAMAGE TO RENTED PREMISIS (EA OCCURANCE)	300,000
	MED EXP (ANY ONE PERSON)	10,000
	PERSONAL & ADV INJURY	1,000,000
	GENERAL AGGREGSTE	2,000,000
	PRODUCTS-COMP/OP AGG	2,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE UNIT (EA ACCIDENT)	1,000,000
UMBRELLA LIABILITY/EXCESS LIABILITY	EACH OCCURANCE	1,000,000
	AGGREGATE	2,000,000
WORKERS COMPENSATION	EACH ACCIDENT	500,000
	DISEASE-EACH EMPLOYEE	500,000
	DISEASE-POLICY LIMIT	500,000
PROFESSIONAL LIABILITY		1,000,000

SafeAssure agrees to provide, at the time of execution of this agreement, Benton County (upon request) with a current Certificate of Insurance with the above coverage lines.

Service Agreement-Signature Page

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees that Benton County will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts, or omissions of SafeAssure to third parties. SafeAssure expressly and in perpetuity releases and discharges Benton County and its agents, members, officers, employees, heirs, and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless Benton County, its agents, members, and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure is an independent contractor of Benton County, and nothing in this agreement shall be considered to constitute the relationship of an employer/employee.

In consideration of this signed agreement, for the period of **12 months** from March 2026 SafeAssure agrees to provide Benton County with the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see 12-month schedule), unlimited online training, an online SDS management program, and the production and maintenance of mandatory OSHA programs. These features and services will be prepared to meet the specific needs of Benton County.

If SafeAssure fails to perform any of the provisions of this agreement or fails to administer the work to endanger the performance of the agreement, such failure may constitute default. Unless the default is excused by the county, the county may, upon written notice to SafeAssure, cancel this agreement in partial or entirety. Either party can terminate the agreement upon written notice sixty days prior to the anniversary date of the agreement.

Below is the agreement fee calculated by aforementioned services and schedule to be paid in full (total each year as stated below) by the agreement start date (or at a later date approved by SafeAssure or due date stated within the invoice produced).

1 YEAR TOTAL COST
SDS SERVICES/ON-LINE

\$9,878.75
(included)

TOTAL ANNUAL

\$9,878.75

IN TESTIMONY WHEREOF, we agree to the day and year first written above and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
Benton County Date

X _____
Benton County Date

X 

President-SafeAssure

020126
Date

BENTON COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM REQUEST



4

MEETING DATE 2/18/2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Auditor Treasurer

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Application for County Off Sale Liquor License

New application for County Off Sale Liquor License for Pushpa LLC formerly known as Pine's Edge Grocery.

ACTION REQUESTED

Application Approval

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DEPARTMENT HEAD SIGNATURE

COUNTY ATTORNEY SIGNATURE

DATE

DATE 2-5-26

DATE

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION _____

PREFERRED PLACEMENT ON AGENDA _____



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
OFFICE (651) 201-7510 FAX (651) 297-5259 TTY (651) 282-6555
DPS.MN.GOV

APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE
No license will be approved or released until the \$20 Retailer ID Card fee is received

PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY.
INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT ACTION.

Licensee's MN Sales and Use Tax ID # _____ To apply for a MN sales and use tax ID #, call (651) 296-6181
Licensee's Federal Tax ID # 33-5037073 Licensees must register with the Federal Tax and Trade Bureau (TTB),
for information call (513) 684-2979 or 1-800-937-8864

Applicant:

Licensee Name (Business, Partnership, Corporation) <u>Pishpa LLC</u>	Business Name (DBA) <u>South Heaven Grocery & Tobacco</u>	Social Security # _____
Physical Business Address <u>1490 110th St NW</u>	License Period From _____ To _____	DOB (Individual Applicant) <u>11/08/2002</u>
City <u>Rice</u>	County <u>Benton</u>	State <u>MN</u>
E-mail Address <u>DhruviPatel8112@gmail.com</u>	Business Phone Number <u>320-393-2124</u>	Zip Code <u>56367</u>
Applicant's Home Phone # _____		_____

If a Corporation, LLC, or Partnership - state name, date of birth, Social Security # address, title, and Percent Owned by each officer.

Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
<u>Dhruvi Patel</u>	<u>11/08/2002</u>	_____	<u>Owner</u>	<u>100</u>	_____
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code

1. If a corporation, date of incorporation 05/08/25, state incorporated in Minnesota If a subsidiary of any other corporation, so state _____
If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?
Yes ☐ No ☒
2. Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state. a portion of the building lot the 3 Suites
3. Is establishment located near any state university, state hospital, training school, reformatory or prison?
☐ Yes ☒ No. If yes, state approximate distance. _____
4. Name and address of building owner Cannon Falls Investment LLC 212 S. Horton Pkwy
Has owner of building any connection, directly or indirectly, with applicant? ☐ Yes ☒ No Chapel Hill, TN
37034

5. Is/are applicant(s), a member of the governing body of the municipality in which this license is to be issued?
☐ Yes ☒ No If Yes, in what capacity? _____
6. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota? ☐ Yes ☒ No If yes, give name and address of establishment. _____
7. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? Yes ☐ No ☒
8. State whether applicant has or will be granted, an On Sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. ☐ Yes ☒ No ☐ Will be granted
9. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes ☐ No ☒ Will be granted ☐
10. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. _____
11. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)?
12. If this license is being issued by a County Board, is it located in an organized township?
If so, attach township approval.

Violations

1. Has applicant(s) had a liquor license revoked in the last 5 years; ☐ Yes ☒ No If so, give dates and details. _____
2. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere? Yes ☐ No ☒
If yes, give dates, charges and final outcome _____
3. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. ☐ Yes ☒ No If yes, attach a copy of the summons.

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any felonies or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department

Title

Signature

County Attorney's Signature

Approval

Applicant: _____

Pushpa LLC
1490 110th St NW
Rice, MN 56367

Application approved by County Attorney and County Sheriff

Kathleen L. Reuter

County Attorney

2/4/26

Date

Larry R. Hill

County Sheriff

1-27-26

Date

BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST



MEETING DATE February 17th 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Land Services

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

2026 Solid Waste Haulers License Round I

BACKGROUND INFORMATION

Benton County Solid Waste Ordinance #471 requires annual renewal of Solid Waste Hauler's License. The ordinance further requires demonstration of several requirements:

- proof of general liability insurance (\$1.5 million required)
- \$10,000 bond payable to Benton County
- \$200 base fee plus \$25 per vehicle fee to Benton County

The following solid waste haulers have provided the above noted documentation and funds:

Viet Disposal Systems

Trashmaxx LLC

Tom Kraemer Inc.

Jim's Mille Lacs Disposal

West Central Sanitation, Inc.

City Sanitary DBA Pierz Sanitation

City of St. Cloud

Optaz Metals and Rolloffs

Vanderpoel Disposal

Rapid Container Service, Inc.

Gary's Trucking and More, LLC

LRS of Minnesota, LLC

Waste Management

Republic/ Allied Waste

ACTION REQUESTED

Review and take action on approving the 2026 Solid Waste Haulers License and authorize Benton County Board Chair and Administrator to sign license(s).

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) \$200 base fee plus \$25 per vehicle

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____

DATE _____

DEPARTMENT HEAD SIGNATURE Roxanne Lee

DATE 2/10/2026

COUNTY ATTORNEY SIGNATURE _____

DATE _____

☒ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☒ Renewal

<u>Legal Business Name</u>	City Sanitary Commercial, Inc.
<u>DBA (Doing Business As)</u>	Piert Sanitation
<u>Business Address</u>	1009 Lindbergh Dr. N Little Falls, MN 56345
<u>Mailing Address (If different than above)</u>	Po Box 575 Little Falls, MN 56345
<u>Phone Number</u>	320-632-8234
<u>MN Tax ID Number</u>	1655338
<u>Contact Person Name</u>	Jodi Burgardt
<u>Contact Phone Number</u>	320-632-8234
<u>Contact Email</u>	info@citysanitarymn.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
Make	2021	Roll off	20 cy	YCE 1925
Freightliner	2019	Roll off	30 cy	YBX 1152
Freightliner	2019	Packer	25 cy	YCFX054

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

3 X \$25.00, plus (+) \$200.00 Base Fee = \$ 275
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company</u> (not insurance agent)	SELURA
<u>Policy Number</u>	WC 3318745
<u>Date of coverage</u>	3-1-2025 - 3-1-2026

- ☐ I am not required to have Worker's Compensations Insurance Coverage because:
- ☐ I have NO employees required by law to cover
- ☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☒ Other/ Special Services: Roll off
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☐ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☒ Delivered to Materials Recovery Facility (MRF): Minden Transfer station
 - ☐ Delivered to Recycling Center: _____
 - ☒ Other: Pythons St. Cloud
 - ☐ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
 - ☒ Recycling services offered to certain areas (list areas):
Royalties area

- ☒ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.


(Signature of Applicant)

12-1-2025
(Date)


(Benton County Solid Waste Officer)

2/5/2024
(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 26-033

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☒ Renewal

Legal Business Name	Trashmaxx LLC
DBA (Doing Business As)	
Business Address	32144 Co Rd 133 St. Joseph, MN, 56374
Mailing Address (if different than above)	
Phone Number	320-309-9765
MN Tax ID Number	8419723
Contact Person Name	Ben Warnert
Contact Phone Number	320-267-6525
Contact Email	bwarnertfarm5@Yahoo.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
Caterpillar	2014	Roll-off	30 Yard	MN YCC6044

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

1 X \$25.00, plus (+) \$200.00 Base Fee = \$ 225.00
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company</u> (not insurance agent)	
<u>Policy Number</u>	
<u>Date of coverage</u>	

- ☒ I am not required to have Worker's Compensations Insurance Coverage because:
- ☒ I have NO employees required by law to cover
- ☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☐ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
- ☐ **Recycling services offered to all Benton County residential, commercial and industrial customers? OR**
- ☐ Recycling services offered to certain areas (list areas):

- ☐ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☐ Yes- if yes, skip to the section 9
- ☒ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: 52.26

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)
StoCloud Waste Management	52.26

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.

Bon Warner

(Signature of Applicant)

1-22-26

(Date)

Jackie G. Smith

(Benton County Solid Waste Officer)

1/22/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 26-025

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

☐ New License

☒ Renewal

<u>Legal Business Name</u>	Gary's Trucking & More, LLC
<u>DBA (Doing Business As)</u>	Bumble Bee Express Roll-off
<u>Business Address</u>	20439 COR 73 Becker, MN 55308
<u>Mailing Address (If different than above)</u>	
<u>Phone Number</u>	612 219 1499
<u>MN Tax ID Number</u>	6473613
<u>Contact Person Name</u>	Gary Angell
<u>Contact Phone Number</u>	612 219 1499
<u>Contact Email</u>	bumblebee dumpsters @ gmail . com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
Sterling	2007	Rolloff	20yd	YAW9053
Ford	2001	Rolloff	15yd	YBA7997
Mack	2010	Rolloff	30yd	YCB3373

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (*Please make check payable to Benton County.*)

3 X \$25.00, plus (+) \$200.00 Base Fee = \$ 275.00
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company (not insurance agent)</u>	
<u>Policy Number</u>	
<u>Date of coverage</u>	

☒ I am not required to have Worker's Compensations Insurance Coverage because:

☒ I have NO employees required by law to cover

☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☐ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
- ☐ **Recycling services offered to all Benton County residential, commercial and industrial customers? OR**
- ☐ Recycling services offered to certain areas (list areas):

- ☐ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☐ Yes- if yes, skip to the section 9
- ☒ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
x	x	x	x	x	x	x	x	x	x	x	x

Total MSW in tons: 0

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)
Mindow Transfer	0

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.

 1-14-2026
(Signature of Applicant) (Date)

 1/20/2026
(Benton County Solid Waste Officer) (Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 210-019

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☐ Renewal

Legal Business Name	Rapid Container Service Inc.
DBA (Doing Business As)	
Business Address	6045 Lark Rd NW Sauk Rapids MN 56379 Rapid Container Service P.O. Box 96 Sauk Rapids, MN. 56379 320-203-7617
Mailing Address (If different than above)	
Phone Number	
MN Tax ID Number	3685640
Contact Person Name	Chris Henkemeyer
Contact Phone Number	320-203-7617
Contact Email	CHENKEMEYER@HOTMAIL.COM

2. Service Areas

Which areas do you service? Circle all that apply ALL

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
INTL	2000	Roll-off	12/20/30/40 cy	YBU 6767
INTL	2019	Roll-off	12/20/30/40 cy	YBK 6701

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

2 X \$25.00, plus (+) \$200.00 Base Fee = \$ 250
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company (not insurance agent)</u>	SFM
<u>Policy Number</u>	100 101245.208
<u>Date of coverage</u>	7/19/25 - 7/19/24

☐ I am not required to have Worker's Compensations Insurance Coverage because:

☐ I have NO employees required by law to cover

☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☒ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☒ Delivered to Recycling Center: Northern Metal + Midway
 - ☐ Other: _____
- ☒ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas): _____

- ☐ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☒ Delivered to Compost Facility: Tri-County Organics
- ☐ Other: _____
- ☐ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
7.78	3.77	6.27	7.18	5.05	8.57	11.09	8.35	7.01	5.09	4.91	4.51

Total MSW in tons: 81.09

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
18.16	8.80	14.63	17.93	13.18	19.54	25.87	19.49	14.35	17.27	11.47	10.52

Total MSW in tons: 189.20

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)
<u>Minden Transfer Station</u>	<u>270.29</u>

Recyclable materials by weight

Material	Residential (tons)	Commercial (tons)
Commingled Total		
Mixed Paper		
Cardboard/ boxboard		
Ferrous Metal		1.79
Non-Ferrous Metal	2.6	26.37
Mixed Glass		
Mixed Plastic		
Organics (food to livestock)		
Organics (SSO facility)		
Organics (yard waste)		1160.485
Appliances		
Vehicle Batteries		
Tires		
Electronics		

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.



(Signature of Applicant)

1/5/26

(Date)



(Benton County Solid Waste Officer)

1/22/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 26-816

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

☐ New License

☒ Renewal

Legal Business Name	Veit Container Corp
DBA (Doing Business As)	Veit Disposal Systems
Business Address	21075 134th Ave N Rogers, MN, 55374
Mailing Address (If different than above)	
Phone Number	763-422-3867
MN Tax ID Number	2885426
Contact Person Name	Seth Veit
Contact Phone Number	612-269-1216
Contact Email	seth.veit@veitusa.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? **Yes** or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? **Yes** or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☐ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☒ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☒ Other: **Delivered directly to market.** _____
 - ☐ Recycling services offered to all Benton County residential, commercial and industrial customers? **OR**
 - ☒ Recycling services offered to certain areas (list areas):
Commercial and Industrial _____

- ☐ Recycling services offered (*circle all that apply*): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.



(Signature of Applicant)

11/20/2025

(Date)



(Benton County Solid Waste Officer)

1/7/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 25-382

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☒ Renewal

<u>Legal Business Name</u>	LRS of Minnesota, LLC
<u>DBA (Doing Business As)</u>	
<u>Business Address</u>	2355 12 th St SE Saint Cloud, MN 56304
<u>Mailing Address (If different than above)</u>	
<u>Phone Number</u>	320-257-8914
<u>MN Tax ID Number</u>	86-3768384
<u>Contact Person Name</u>	David Pikkaraime
<u>Contact Phone Number</u>	320-248-5581
<u>Contact Email</u>	DPikkaraime@LRSrecycles.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
Autocar	2017	Frontload	40	YB27837
Mack	2016	Frontload	31	YB27835
Mack	2016	Frontload	31	YB27836
Mack	2022	Frontload	31	P1204813
Mack	2018	Rolloff	10-40	P1146645

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

5 X \$25.00, plus (+) \$200.00 Base Fee = \$ 325
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company (not insurance agent)</u>	American Zurich Insurance Company
<u>Policy Number</u>	WC0111152-07
<u>Date of coverage</u>	12-31-2024 → 12-31-2025 Auto Renewal

☐ I am not required to have Worker's Compensations Insurance Coverage because:

☐ I have NO employees required by law to cover

☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☐ Recyclable materials (list locations delivered)
 - ☒ Delivered to Transfer Station: Wm Transfer St. cloud
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: Done through Wm Transfer
 - ☐ Other: _____
- ☒ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas): _____

- ☐ Recycling services offered (*circle all that apply*): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: 0

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
39.88	39.59	45.76	53.60	51.70	50.35	54.72	44.62	44.59	46.58		

Total MSW in tons: 471.89

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)
Elk River Landfill	284.35
Wm Transfer St. Cloud/Pope Douglas	187.54

Recyclable materials by weight

Material	Residential (tons)	Commercial (tons)	
Commingled Total	0	59.04	YTD
Mixed Paper		0	
Cardboard/ boxboard			
Ferrous Metal			
Non-Ferrous Metal			
Mixed Glass			
Mixed Plastic			
Organics (food to livestock)			
Organics (SSO facility)			
Organics (yard waste)			
Appliances			
Vehicle Batteries			
Tires			
Electronics			

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.



(Signature of Applicant)



(Date)



(Benton County Solid Waste Officer)



(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 25-374

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☒ Renewal

Legal Business Name	Jim's Mille Lacs Disposal Inc.
DBA (Doing Business As)	
Business Address	190 2 nd Ave NE, PO Box 275 Mille Lacs MN 56353
Mailing Address (If different than above)	
Phone Number	320-983-6474
MN Tax ID Number	1587563
Contact Person Name	Roxanne Gerads
Contact Phone Number	
Contact Email	jimsmlsdisposal@frontier.net

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☒ Delivered to Recycling Center: Dom-Con
 - ☒ Other: Vonco II
- ☐ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☒ Recycling services offered to certain areas (list areas):
 - City of Foley

- ☐ Recycling services offered (*circle all that apply*): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

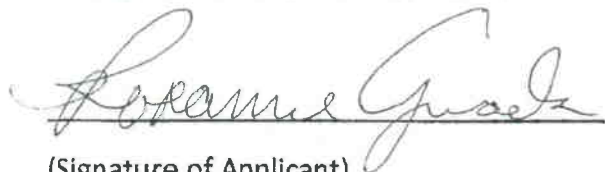
Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.



(Signature of Applicant)

12-3-25

(Date)



(Benton County Solid Waste Officer)

1/6/2025

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 25-385

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☐ Renewal

<u>Legal Business Name</u>	WM of Minnesota, Inc.
<u>DBA (Doing Business As)</u>	WM of Minnesota, Inc.
<u>Business Address</u>	650 Hwy 10 N, St. Cloud, MN 56304
<u>Mailing Address (If different than above)</u>	
<u>Phone Number</u>	320-258-3948
<u>MN Tax ID Number</u>	6756754
<u>Contact Person Name</u>	Rebecca Vaughan
<u>Contact Phone Number</u>	320-258-3948
<u>Contact Email</u>	rvaughan2@wm.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123

see attached

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

22 X \$25.00, plus (+) \$200.00 Base Fee = \$ 750.00
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company (not insurance agent)</u>	<i>Indemnity Ins Co of North America</i>
<u>Policy Number</u>	<i>WLR C 72629668 (AOS)</i>
<u>Date of coverage</u>	<i>1/1/25 - 1/1/26</i>

☐ I am not required to have Worker's Compensations Insurance Coverage because:

☐ I have NO employees required by law to cover

☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered)
 - ☒ Delivered to Transfer Station: WM StCloud, MN Transfer Station
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
- ☒ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas):
all but contracted cities

- ☒ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)

Recyclable materials by weight

Material	Residential (tons)	Commercial (tons)
Commingled Total		
Mixed Paper		
Cardboard/ boxboard		
Ferrous Metal	NA	→
Non-Ferrous Metal	NA	→
Mixed Glass		
Mixed Plastic		
Organics (food to livestock)	NA	→
Organics (SSO facility)	NA	→
Organics (yard waste)	NA	→
Appliances	NA	→
Vehicle Batteries	NA	→
Tires	NA	→
Electronics	NA	→

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.

Rebecca Vaughan

(Signature of Applicant)

11-11-25

(Date)

John E. Hunt

(Benton County Solid Waste Officer)

2/5/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 25-383

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

☐ New License

☒ Renewal

<u>Legal Business Name</u>	OPatz Metals and Bolloffs
<u>DBA (Doing Business As)</u>	
<u>Business Address</u>	120 Washington W PO Box 151 Holdingford, MN 56340
<u>Mailing Address (If different than above)</u>	
<u>Phone Number</u>	320-746-2819
<u>MN Tax ID Number</u>	9187524
<u>Contact Person Name</u>	Taylor Carbert
<u>Contact Phone Number</u>	320-293-7197
<u>Contact Email</u>	taylor@opatzmetalsinc.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
International	2007	Roll-off	30cy	YBT-7155 (#5)
Peterbilt	2019	Roll-off	30cy	YCD-0466 (#11)
Peterbilt	2025	Roll-off	30cy	YCG-0085 (#12)

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

3 X \$25.00, plus (+) \$200.00 Base Fee = \$ 275⁰⁰
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company (not insurance agent)</u>	ICW Group
<u>Policy Number</u>	WMN507009202
<u>Date of coverage</u>	3-1-25 → 3-1-26

- ☐ I am not required to have Worker's Compensations Insurance Coverage because:
- ☐ I have NO employees required by law to cover
 - ☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of, underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered) metals only
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☒ Delivered to Recycling Center: OPARC Metals, Holdingford
 - ☐ Other: _____
- ☐ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas):
occasional on-call Pick-up of metals to recycle.

- ☐ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste: _____
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☐ Yes- if yes, skip to the section 9
- ☒ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

N/A

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)

Recyclable materials by weight *None - except some metals*

Material	Residential (tons)	Commercial (tons)
Commingled Total		
Mixed Paper		
Cardboard/ boxboard		
* Ferrous Metal		
* Non-Ferrous Metal		
Mixed Glass		
Mixed Plastic		
Organics (food to livestock)		
Organics (SSO facility)		
Organics (yard waste)		
Appliances		
Vehicle Batteries		
Tires		
Electronics		

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.

Ashley Corbett 12-1-25
(Signature of Applicant) (Date)

[Signature] 1/6/2026
(Benton County Solid Waste Officer) (Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 25-416

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

☐ New License

☒ Renewal

<u>Legal Business Name</u>	City of St. Cloud Public Works
<u>DBA (Doing Business As)</u>	City of St. Cloud Public Works- Sanitation
<u>Business Address</u>	1200 15TH AVE SE ST. CLOUD, MN 56304
<u>Mailing Address (If different than above)</u>	
<u>Phone Number</u>	320-650-2900
<u>MN Tax ID Number</u>	8025040
<u>Contact Person Name</u>	Daniel Legatt
<u>Contact Phone Number</u>	320-650-2900
<u>Contact Email</u>	Daniel.legatt@ci.stcloud.mn.us

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
International	2020	Packer	20 C.Y.	800060 (Unit 911)
Freightliner	2017	Packer	20 C.Y.	947 430 (Unit 912)
Freightliner	2025	Packer	20 C.Y.	806063 (Unit 918)

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. *(Please make check payable to Benton County.)*

3 X \$25.00, plus (+) \$200.00 Base Fee = \$ 275.00
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company (not insurance agent)</u>	League of Minnesota Cities Insurance Trust
<u>Policy Number</u>	CMC 1004363-12
<u>Date of coverage</u>	10/1/2025 Through 10/1/2026

- ☐ I am not required to have Worker's Compensations Insurance Coverage because:
- ☐ I have NO employees required by law to cover
 - ☐ Other: _____

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? ☒ Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? ☒ Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☐ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered)
 - ☒ Delivered to Transfer Station: Minden Transfer Station
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
 - ☒ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
 - ☐ Recycling services offered to certain areas (list areas): _____

- ☒ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☒ Delivered to Compost Facility: St. Cloud River Bluffs Regional Park- Compost Site
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
65.580	50.119	56.456	65.493	67.786	63.096	76.538	64.819	64.283	71.315	54.372	68.073

Total MSW in tons: 767.929

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33

Total MSW in tons: 15.996

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)
(MMSW) Waste Management of Minnesota, Inc- St. Cloud 650 HWY 10 N St. Cloud, MN 56304	783.925

Recyclable materials by weight

Material	Residential (tons)	Commercial (tons)
Commingled Total		
Mixed Paper	99.805875	
Cardboard/ boxboard	44.10563	
Ferrous Metal	5.002	
Non-Ferrous Metal	3.182775	
Mixed Glass	43.4235	
Mixed Plastic	18.18765	
Organics (food to livestock)		
Organics (SSO facility)		
Organics (yard waste)	100.35	
Appliances		
Vehicle Batteries		
Tires		
Electronics		

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.

Don Loggatt

(Signature of Applicant)

1/12/2026

(Date)

Jeff Edwards

(Benton County Solid Waste Officer)

1/29/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 26-030

Approved License mailed to applicant: _____

Solid Waste/ Recyclables Collection and Transportation License Application
March 6, 2026- March 5, 2027
Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☒ Renewal

<u>Legal Business Name</u>	West Central Sanitation Inc.
<u>DBA (Doing Business As)</u>	
<u>Business Address</u>	PO BOX 796, 4089 Abbott Dr Willmar MN 56201
<u>Mailing Address (If different than above)</u>	
<u>Phone Number</u>	320-235-7630
<u>MN Tax ID Number</u>	4516795
<u>Contact Person Name</u>	Don Williamson
<u>Contact Phone Number</u>	320-235-7630
<u>Contact Email</u>	Donwilliamson@wicsanitation.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered)
 - ☒ Delivered to Transfer Station: West Central Sanitation
 - ☒ Delivered to Materials Recovery Facility (MRF): Dem Con
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
- ☒ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas):

- ☒ Recycling services offered (circle all that apply) Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: 223.09

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: 394.26

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)
<u>Minden Transfer St. Cloud</u>	<u>415.66</u>
<u>Willmar Transfer Station</u>	<u>201.69</u>

Recyclable materials by weight

Material	Residential (tons)	Commercial (tons)
Commingled Total	466.05	97.61
Mixed Paper		
Cardboard/ boxboard		
Ferrous Metal		
Non-Ferrous Metal		
Mixed Glass		
Mixed Plastic		
Organics (food to livestock)		
Organics (SSO facility)		
Organics (yard waste)		
Appliances		
Vehicle Batteries		
Tires		
Electronics		

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.



(Signature of Applicant)

12/10/25

(Date)



(Benton County Solid Waste Officer)

1/2/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 26 002

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

☐ New License

☒ Renewal

Legal Business Name	Tom Kraemer Inc
DBA (Doing Business As)	
Business Address	16994 Co. Rd 158 Cold Spring, MN 56320
Mailing Address (If different than above)	PO Box 443 Cold Spring, MN 56320
Phone Number	320-685-8226
MN Tax ID Number	41-828735
Contact Person Name	Danessa Noyes
Contact Phone Number	320-685-8226
Contact Email	info@tomkraemerinc.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

<u>Make</u>	<u>Year</u>	<u>Type</u>	<u>Capacity</u>	<u>MN Lic Plate#</u>
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
328 Ford	2024	Rolloff		YCF 5037
231 Peterbilt	2012	Packer		YCC 3340
259 International	2024	Rolloff		YCE 2957
344 International	2020	Rolloff		YCH 3679

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

4 X \$25.00, plus (+) \$200.00 Base Fee = \$ 300
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

<u>Insurance Company (not insurance agent)</u>	North Risk Partners
<u>Policy Number</u>	WC0285175-08
<u>Date of coverage</u>	10/1/25 - 10/1/26

☐ I am not required to have Worker's Compensations Insurance Coverage because:

☐ I have NO employees required by law to cover

☐ Other: _____

- ☐ Recycling services offered (*circle all that apply*): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☐ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☐ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
- ☐ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas):

Recyclable materials by weight

Material	Residential (tons)	Commercial (tons)
Commingled Total		
Mixed Paper		
Cardboard/ boxboard		
Ferrous Metal		
Non-Ferrous Metal		
Mixed Glass		
Mixed Plastic		
Organics (food to livestock)		
Organics (SSO facility)		
Organics (yard waste)		
Appliances		
Vehicle Batteries		
Tires		
Electronics		

10. Certification and Signatures

I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.

Danessa Mayes

(Signature of Applicant)

11.17.25

(Date)

John Elwood

(Benton County Solid Waste Officer)

1/6/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 25-385

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

- ☐ New License
☒ Renewal

Legal Business Name	Diversified Enterprises Co.
DBA (Doing Business As)	Vanderpoel Disposal
Business Address	1066 MN-23 Ogilvie MN 56358
Mailing Address (If different than above)	P.O. Box 212 Milaca MN 56353
Phone Number	320-983-2464
MN Tax ID Number	4289284
Contact Person Name	Amanda
Contact Phone Number	320-983-2464
Contact Email	Vanderpoeldisposal@gmail.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorad o some Not all	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

3. Vehicle Information

The applicant shall submit specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal or heavy canvas and shall be subject to approval and periodic inspection by the solid waste officer.

(Attach additional pages, if necessary)

Make	Year	Type	Capacity	MN Lic Plate#
Ex: Ford	2020	Packer	20 c.y.	MN-XYZ-123
212 Freightliner	2022	Packer	20 cy	YCA-9668
313 International	2007	Packer	20 cy	YBY8631

4. Hauler Application Fees

All applicants shall pay a license fee to Benton County in an amount as determined by the Board of Commissioners. (Please make check payable to Benton County.)

2 X \$25.00, plus (+) \$200.00 Base Fee = \$ 250
 Total Vehicles Licensed Total License Fee

5. Workers Compensation Insurance Coverage

MN § 176.182 requires that the Licensee provide the Licensing Agency with information concerning Worker's Compensation Insurance Coverage.

Insurance Company (not insurance agent)	Superior Point
Policy Number	174065.802
Date of coverage	1/8/25 to 1/8/26

- ☐ I am not required to have Worker's Compensations Insurance Coverage because:
- ☐ I have NO employees required by law to cover
- ☐ Other: _____

- ☐ Recycling services offered (*circle all that apply*): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☒ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☐ Yes- if yes, skip to the section 9
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
30	30	30	30	30	30	30	30	30	30	30	30

Total MSW in tons: 360

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
25	25	25	25	25	25	25	25	25	25	25	25

Total MSW in tons: 300

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)
East Central Solid Waste	

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☐ Industrial Solid Waste (includes asbestos and ash)
- ☐ Recyclable materials (list locations delivered)
 - ☐ Delivered to Transfer Station: _____
 - ☐ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
- ☐ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas): _____

Recyclable materials by weight



Material	Residential (tons)	Commercial (tons)
Commingled Total		
Mixed Paper		
Cardboard/ boxboard		
Ferrous Metal		
Non-Ferrous Metal		
Mixed Glass		
Mixed Plastic		
Organics (food to livestock)		
Organics (SSO facility)		
Organics (yard waste)		
Appliances		
Vehicle Batteries		
Tires		
Electronics		

10. Certification and Signatures

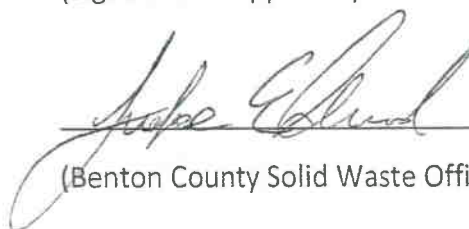
I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.



(Signature of Applicant)

11/18/2025

(Date)



(Benton County Solid Waste Officer)

1/6/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 25-373

Approved License mailed to applicant: _____



Solid Waste/ Recyclables Collection and Transportation License Application

March 6, 2026- March 5, 2027

Applications are due on or before January 31st, 2026

This Application serves as the official license when all signatures have been executed.

Benton County Solid Waste Ordinance #471 Sections 6 & 7 regulates the collection and transportation of solid waste and recyclables. Sections 6.5 and 7.2 state that a solid waste/ recycling hauler doing business in Benton County must be licensed as a solid waste hauler by Benton County.

1. Licensee Information

☐ New License

☒ Renewal

Legal Business Name	allied Waste Services of NA
DBA (Doing Business As)	Republic Services
Business Address	700 40th Ave NE Sauk Rapids MN 56379
Mailing Address (If different than above)	
Phone Number	320.910.9050
MN Tax ID Number	8491929
Contact Person Name	Christine Schultz
Contact Phone Number	320.910.9050
Contact Email	CSchultz@republicservices.com

2. Service Areas

Which areas do you service? Circle all that apply

Alberta	Gilmanton	Glendorado	Graham	Granite Ledge	Langola	Mayhew Lake
Maywood	Minden	St. George	Sauk Rapids TWP	Watab	Foley	Gilman
Rice	St. Cloud	Sartell	City of Sauk Rapids			

6. Insurance Coverage Requirement

The applicant shall provide proof of insurance in compliance with Section 3.5 of the Solid Waste Ordinance. Provide a copy of certificate of insurance (COI) issued to licensee by insurers duly licensed within the State of Minnesota for: general Liability, including but not limited to, bodily injury, property damage, motor vehicle, loading and unloading, completed operations, and explosion and collapse of underground operations insurance. Benton County will not license any haulers that do not provide adequate insurance coverage.

Amounts to be set by the Benton County Board. Generally, minimum limits set forth herein shall comply with Minnesota Statute § 466.04 and any successor Statute.

Current general liability amount: \$1.5 million

Have you attached an updated COI? Yes or No

7. Bond Requirement

The applicant shall provide a bond to insure conformance to all provisions of this ordinance. The bond must clearly state effective dates demonstrating coverage during the license year and must be payable to Benton County.

Current bond requirement amount: \$10,000

Have you attached an updated bond? Yes or No

expires 8.24.2026

8. Types of Solid Waste to be Collected and Transported

Check box for each service that applies

- ☒ Mixed Municipal Solid Waste (MSW)
- ☒ Construction and Demolition Waste (C&D)
- ☐ Other/ Special Services: _____
- ☒ Industrial Solid Waste (includes asbestos and ash)
- ☒ Recyclable materials (list locations delivered)
 - ☒ Delivered to Transfer Station: Minden Transfer Station
 - ☒ Delivered to Materials Recovery Facility (MRF): _____
 - ☐ Delivered to Recycling Center: _____
 - ☐ Other: _____
- ☒ Recycling services offered to all Benton County residential, commercial and industrial customers? OR
- ☐ Recycling services offered to certain areas (list areas): _____

- ☐ Recycling services offered (circle all that apply): Curbside or Drop Off
- ☐ Source Separated Organics (SSO)
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ Yard Waste:
- ☐ Delivered to Transfer Station: _____
- ☐ Delivered to Compost Facility: _____
- ☐ Other: _____
- ☐ I certify that charges are volume based for the hauling of solid waste recyclables and/or demolition waste.

Did you report your recyclable/ MSW materials collected by weight into RETRAC? (<https://www.pca.state.mn.us/business-with-us/solid-waste-reporting>)

- ☒ Yes- if yes, skip to the section **10**
- ☐ No- you are required to fill out the "MSW and recyclable materials" table below as stated in Sections 6.5(e) and 7.2 (d) of the Solid Waste Ordinance. It is strongly recommended haulers self-report to RETRAC

9. Previous Year MSW and Recyclable Material Reporting Required

Complete the following for MSW reporting for generation in Benton County:

Residential accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Commercial accounts (in tons)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Total MSW in tons: _____

Solid Waste Facilities in which MSW is delivered, deposited, processed, or marketed as required in section 6.5 (g) of the Solid Waste Ordinance.

Facility Name	Amount of Waste (tons)

Recyclable materials by weight

Material	Residential (tons)	Commercial (tons)
Commingled Total		
Mixed Paper		
Cardboard/ boxboard		
Ferrous Metal		
Non-Ferrous Metal		
Mixed Glass		
Mixed Plastic		
Organics (food to livestock)		
Organics (SSO facility)		
Organics (yard waste)		
Appliances		
Vehicle Batteries		
Tires		
Electronics		

10. Certification and Signatures

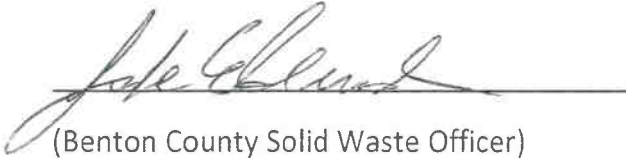
I certify that the information provided in this license application is correct and complete and that I shall comply with the conditions set forth in Benton County Solid Waste Ordinance #471, as amended. I understand that failure to comply with Benton County Solid Waste Ordinance or workers' compensation coverage may result in revocation of this license and/ or legal actions through the County Attorney's office.



(Signature of Applicant)

1/15/26

(Date)



(Benton County Solid Waste Officer)

1/20/2026

(Date)

This license is Approved and Granted by the Benton County Board of Commissioners on this _____ day of _____, 2026

ATTEST:

Chair, Benton County Board of Commissioners

Benton County Administrator

THIS LICENSE SHALL EXPIRE: MARCH 5, 2027

Office use only: Receipt# 210-020

Approved License mailed to applicant: _____

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 17, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Attorney

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

County Attorney Update

New Attorneys: James Staley and Scott Meyer

Victim Assistance Coordinator:

Full Time- Amy Fussy, position partly funded by grant, grant will become competitive for 2027- concern

Part Time- Vacant since Ellen Munz left, not guaranteed next year, reluctant to fill

Still in need of additional support staff to assist Carrie Strombeck and Amanda Warner.

Preliminary stats from cases filed in 2025 prove to be similar to 2024.

Defendant in 2024 homicide was sentenced shortly before Thanksgiving. Two adult homicides and one attempted homicide pending from 2025, as well as one juvenile attempted homicide pending, where we are attempting to certify the juvenile as an adult.

Stats regarding cases coming into the office.

ACTION REQUESTED

None. Just updating County Board on current state of the office.

FISCAL IMPACT

ESTIMATED COST (\$) None

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____

DATE _____

DEPARTMENT HEAD SIGNATURE Kathleen L. Reuter

DATE 2/9/2026

COUNTY ATTORNEY SIGNATURE Kathleen L. Reuter

DATE 2/9/2026

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5-10 minutes

PREFERRED PLACEMENT ON AGENDA when convenient

**BENTON COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM REQUEST**



BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 17, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Government Center Project Manager Monthly Update

BACKGROUND INFORMATION

A representative from Contegrity Group will provide a monthly update on the Government Center project.

Also, the County Administrator will review change orders approved to date and the construction budget.

ACTION REQUESTED

Informational Item; no action requested

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____

DATE _____

DEPARTMENT HEAD SIGNATURE _____

DATE 2/09/26

COUNTY ATTORNEY SIGNATURE _____

DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes

PREFERRED PLACEMENT ON AGENDA After consent

Benton County Government Center Change Orders

CO#/PR#	Date Approved	Contractor	Description	Amount
CO 02	1/2/2026	Breitbach Construction Company	Additional welding (due to missing gusset plates); offset by deduct from Midway	\$2,481.67
CO 02	1/2/2026	Mid America Steel	Additional welding (due to missing gusset plates); Added to Brietbach	(\$2,481.67)
CO 02 Total				\$0.00
PR 01	9/30/2025	Design Electric	Flagpole lighting fixture change	\$2,306.13
PR 01	9/30/2025	Kimman Dirt Diggers	Excavate existing waterline and move back to edge of sidewalk (east side)	\$3,500.00
PR 01 Total				\$5,806.13
PR 02	12/1/2025	Design Electric	Rough-in electrical for power assist doors into Community Room (A/T will apply for grant in 2026 for power doors; room used for early voting)	\$4,413.05
PR 02	12/1/2025	East Side Glass	Community room doors switched to aluminum from wood	\$13,045.00
PR 02	12/1/2025	Wheeler Hardware Company	Various door hardware changes	\$1,815.00
PR 02	12/1/2025	Yamry Construction	Labor credit for not installing Community Room wooden doors	(\$450.00)
PR 02 Total				\$18,823.05
PR 03	10/29/2025	Breitbach Construction Company	Retaining wall railing (labor to install)	\$367.00
PR 03	10/29/2025	Ebert Companies	Concrete paving to extend sidewalk	\$278.08
PR 03	10/29/2025	Kimman Dirt Diggers	Extend retaining wall 10' to the South and tie into stairway to street (original plan terminated the retaining wall 10' short of the stairs leading from the building to the street on the East side; this left a very steep slope in that space; GLT and contractors recommended eliminating the steep slope by extending retaining wall to the stairway)	\$0.00
PR 03	10/29/2025	Mid America Steel	Retaining wall railing (materials)	\$1,800.00
PR 03 Total				\$2,445.08
PR 05	11/17/2025	Breitbach Construction Company	Add supports for coiling gates in Community Room (labor); gates added at EM request to use Community Room as an EOC	\$1,376.00
PR 05	11/17/2025	Design Electric	Various electrical system changes (dimmers, smoke alarms)	\$8,635.53
PR 05	11/17/2025	Mid America Steel	Steel supports for Community Room coiling gates (materials)	\$2,800.00
PR 05 Total				\$12,811.53

Benton County Government Center Change Orders				
CO#/PR#	Date Approved	Contractor	Description	Amount
PR 06	11/17/2025	Design Electric	Take out two power-assist door openers in Community Room (will not get grant in 2026; will apply again in 2026 for 2027)	(\$3,478.54)
PR 06	11/17/2025	Kimman Dirt Diggers	Switch to larger retaining wall blocks that are less expensive (hold on staining pending owner direction); net of PR 03 and PR 06	(\$13,000.00)
PR 06 Total				(\$16,478.54)
PR 07	11/17/2025	MN Acoustics	Change from a premium finish metal wall panel to a standard finish	(\$1,710.00)
PR 07 Total				(\$1,710.00)
PR 08	1/30/2026	Bartley Sales Company, Inc	Larger projection screens in Community Room	\$2,755.00
PR 08	1/30/2026	Design Electric	Add duplex power receptacles; add fire dampers in Data Center; additional data locations	\$6,951.18
PR 08	1/30/2026	McDowall Company	Add fire dampers to Data Center HVAC ducts	\$3,979.00
PR 08	1/30/2026	SCR, Inc.	Add static pressure switches to air supply and return ducts	\$3,837.00
PR 08 Total				\$17,522.18
PR 09	12/23/2025	Yamry Construction	Larger DMV drive-thru drawer	\$2,786.00
PR 09 Total				\$2,786.00
PR 10	1/30/2026	Design Electric	Add quad power receptacles to "huddle rooms" and additional data locations	\$6,015.24
PR 10	1/30/2026	SCR, Inc.	Add HVAC freeze stat (a safety device designed to prevent water, steam, or refrigerant coils from freezing in air handling units, which can cause severe damage)	\$1,520.00
PR 10	1/30/2026	Yamry Construction	Extend DMV partial wall (to locate kiosk farther from corner); add partitions to DMV counter (for DL applications)	\$2,422.00
PR 10 Total				\$9,957.24
Grand Total				\$51,962.67
			Construction Contingency	\$1,073,022
			Percentage Used by Change Orders	4.8%

BENTON COUNTY GOVERNMENT CENTER

CGI #1740



Date: February 10, 2026

CATEGORY OF WORK	TRADE CONTRACTOR NAME	ORIGINAL CONTRACT	CHANGE* ORDERS	ADJUSTED CONTRACT	PAID TO DATE	BALANCE TO FINISH	
1 Earthwork / Utilities	Kimman Dirt Diggers, LLC	\$695,003.00	-\$9,500.00	\$685,503.00	\$498,626.50	\$186,876.50	
2 Exterior Improvements	Ebert Companies	\$357,200.00	\$278.08	\$357,478.08	\$12,551.80	\$344,926.28	
3 Concrete	K. Johnson Construction, Inc.	\$671,798.00	\$0.00	\$671,798.00	\$287,767.35	\$384,030.65	
5 Masonry	Johnson-Nelson Masonry, Inc.	\$1,579,100.00	\$0.00	\$1,579,100.00	\$168,245.00	\$1,410,855.00	
6 Structural Steel Erection	Breitbach Construction Co.	\$469,000.00	\$4,224.67	\$473,224.67	\$213,339.03	\$259,885.64	
7 Carpentry	Yamry Construction	\$814,900.00	\$2,336.00	\$817,236.00	\$9,319.50	\$807,916.50	
8 Roofing	Herzog Roofing	\$819,600.00	\$0.00	\$819,600.00	\$0.00	\$819,600.00	
9 Metal Wall Panels	Specialty Systems	\$238,240.00	\$0.00	\$238,240.00	\$17,622.50	\$220,617.50	
11 Coiling / Sectional Doors	Garage Door Store	\$77,000.00	\$0.00	\$77,000.00	\$0.00	\$77,000.00	
12 Folding Panel Partitions	Acoustics Associates	\$52,616.00	\$0.00	\$52,616.00	\$0.00	\$52,616.00	
13 Aluminum Windows / Doors & Glazing	East Side Glass Co.	\$784,000.00	\$13,045.00	\$797,045.00	\$0.00	\$797,045.00	
14 Gypsum Board	R & H Drywall	\$1,813,000.00	\$0.00	\$1,813,000.00	\$47,500.00	\$1,765,500.00	
15 Tile	Grazzini Brothers & Co.	\$198,160.00	\$0.00	\$198,160.00	\$6,175.00	\$191,985.00	
16 Acoustical Treatments	Minnesota Acoustics	\$374,740.00	-\$1,710.00	\$373,030.00	\$0.00	\$373,030.00	
17 Flooring	MCI	\$293,746.00	\$0.00	\$293,746.00	\$0.00	\$293,746.00	
18 Painting	Full Spectrum Finishing	\$124,800.00	\$0.00	\$124,800.00	\$0.00	\$124,800.00	
19 Window Treatments	CE Contract	\$84,500.00	\$0.00	\$84,500.00	\$0.00	\$84,500.00	
20 Elevator	TK Elevator Corporation	\$145,000.00	\$0.00	\$145,000.00	\$68,875.00	\$76,125.00	
21 Fire Protection	Summit Fire Protection	\$358,400.00	\$0.00	\$358,400.00	\$13,490.00	\$344,910.00	
22 Plumbing HVAC	El Jay Plumbing & Heating	\$902,400.00	\$0.00	\$902,400.00	\$0.00	\$902,400.00	
23 HVAC	McDowall Co.	\$2,177,400.00	\$0.00	\$2,177,400.00	\$24,700.00	\$2,152,700.00	
24 Controls	SCR, Inc.	\$208,200.00	\$0.00	\$208,200.00	\$55,083.38	\$153,116.62	
25 Testing / Adjusting & Balancing	Premier Test & Balance	\$33,400.00	\$0.00	\$33,400.00	\$0.00	\$33,400.00	
26 Electrical / Comm. / Safety & Security	Design Electric	\$1,708,700.00	\$11,876.17	\$1,720,576.17	\$137,507.27	\$1,583,068.90	
27 Steel Supply - material only	Mid-America Steel	\$1,080,000.00	\$2,118.33	\$1,082,118.33	\$798,000.00	\$284,118.33	
28 Standard Doors / Frames / Hardware - mat. Only	Wheeler Hardware Co.	\$353,360.00	\$1,815.00	\$355,175.00	\$0.00	\$355,175.00	
29 Specialties - material only	Bartley Sales Co.	\$85,053.00	\$0.00	\$85,053.00	\$0.00	\$85,053.00	
* Does not yet include PR 08 and PR 10							
TRADE CONTRACTOR TOTAL:		\$16,499,316.00	\$24,483.25	\$16,523,799.25	\$2,358,802.33	\$14,164,996.92	
Contingency	Budget	\$1,073,022.35	-\$24,483.25	\$1,048,539.10	\$0.00	\$1,048,539.10	
General Conditions	Budget	\$1,287,626.82	\$0.00	\$1,287,626.82	\$233,367.18	\$1,054,259.64	
CM Fee	Contegrity Group, Inc.	\$495,000.00	\$0.00	\$495,000.00	\$172,000.00	\$323,000.00	
Architect & Engineer Fee	GLT Architects	\$1,513,613.42	\$0.00	\$1,513,613.42	\$1,271,435.40	\$242,178.02	
Architect & Engineer Reimbursables	GLT Architects	\$20,000.00	\$0.00	\$20,000.00	\$3,971.18	\$16,028.82	
Building Permit / Plan Review / WAC / SAC	City of Foley	\$227,480.74	\$39,500.00	\$266,980.74	\$235,433.60	\$31,547.14	
CONSTRUCTION TOTAL:		\$21,116,059.33	\$39,500.00	\$21,155,559.33	\$4,275,009.69	\$16,880,549.64	
Miscellaneous Other Items							
WAC / SAC	Moved to Permit Line Item	\$39,500.00	-\$39,500.00	\$0.00	\$0.00	\$0.00	
Envelope Consultant		\$24,500.00	\$0.00	\$24,500.00	\$0.00	\$24,500.00	
Commissioning		\$60,627.00	\$0.00	\$60,627.00	\$0.00	\$60,627.00	
FFE		\$1,500,000.00	\$0.00	\$1,500,000.00	\$0.00	\$1,500,000.00	
Internal IT-Card Access/Security/Voice-Data/Video		\$1,150,000.00	\$0.00	\$1,150,000.00	\$0.00	\$1,150,000.00	
Soil Remediation - Containing Export Material	IEA / Kimman / Multiple Vendors	\$200,000.00	\$0.00	\$200,000.00	\$94,887.80	\$105,112.20	
Landscaping Budget		\$147,633.00	\$0.00	\$147,633.00	\$0.00	\$147,633.00	
PROJECT TOTAL:		110	\$24,238,319.33	\$0.00	\$24,238,319.33	\$4,369,897.49	\$19,868,421.84

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 17, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Government Center redevelopment planning update

BACKGROUND INFORMATION

The County Administrator will share an update on discussions with the Redevelopment Committee, legal counsel and financial advisor on plans to re-purpose the existing Government Center site.

ACTION REQUESTED

Informational item; no action requested

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____ DATE _____

DEPARTMENT HEAD SIGNATURE *Montgomery / Hendly* DATE 02/06/2026

COUNTY ATTORNEY SIGNATURE _____ DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes PREFERRED PLACEMENT ON AGENDA _____

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 17, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

FFE Process Update

BACKGROUND INFORMATION

The County Administrator will review a process outlined by Fluid (our FFE provider) to design and acquire furniture for the new Government Center.

ACTION REQUESTED

Informational Item

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____ DATE _____

DEPARTMENT HEAD SIGNATURE Margery I. Leach DATE 2/11/26

COUNTY ATTORNEY SIGNATURE _____ DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes PREFERRED PLACEMENT ON AGENDA _____

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 17, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider the use of an Executive Search Firm for the County Engineer recruitment

BACKGROUND INFORMATION

The County Administrator and the County Engineer Selection Committee will have a recommendation on an executive search firm to assist in the recruitment of a County Engineer.

ACTION REQUESTED

A motion to adopt the recommendation

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____ DATE _____

DEPARTMENT HEAD SIGNATURE Montgomery & Leach DATE 2/10/2026

COUNTY ATTORNEY SIGNATURE _____ DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes PREFERRED PLACEMENT ON AGENDA _____

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE December 16, 2025

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Monthly financial report through December 31, 2025

BACKGROUND INFORMATION

ACTION REQUESTED

Informational item; no action requested

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____

DATE _____

DEPARTMENT HEAD SIGNATURE _____

DATE 2/09/2026

COUNTY ATTORNEY SIGNATURE _____

DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes

PREFERRED PLACEMENT ON AGENDA Consent

Benton County

2025 Monthly Financial Report

Activity through December 31, 2025

Budget vs. Actual - Revenues and Expenditures
Restricted Revenue Funds Summary
Self Insurance Fund
Commissioners' Contingency Account Detail
Cash Balances for the Major Funds

Prepared by the Office of County Administrator

Budget vs. Actual - Revenues and Expenditures

Department	2025 Adopted Budget	Percent of Fiscal Year Elapsed												Year-to-Date Total	% of Budget	100.0% Variance
		Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25			
Commissioners (001)																
Revenue	0	0	0	5	0	0	6	0	0	6	0	0	6	22	0.0%	0.0%
Expenditures	354,384	57,952	24,951	27,911	25,960	18,401	19,273	28,271	23,610	23,468	26,129	23,463	49,860	349,250	98.6%	-1.4%
General Government (002)																
Revenue	138,000	4,180	3,736	4,121	3,931	3,954	5,586	4,464	3,866	4,113	4,314	19,147	4,350	65,761	47.7%	-52.3%
Expenditures	1,224,001	436,317	55,208	63,208	41,511	61,751	22,062	55,881	130,716	35,161	112,903	33,303	146,487	1,194,509	97.6%	-2.4%
Public Defender(010)																
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Expenditures	157,000	11,851	11,851	17,226	11,851	11,851	11,851	11,851	11,851	11,851	11,851	11,851	11,851	147,583	94.0%	-6.0%
Auditor-Treasurer (040)																
Revenue																
Current Levy/CPA	17,802,107	106,459	0	0	0	0	0	9,372,141	0	0	106,561	0	7,953,140	17,538,301	98.5%	-1.5%
Interest Income	800,000	733,501	138,165	113,815	211,455	103,555	174,975	165,372	161,678	133,713	158,898	151,530	134,831	2,381,487	297.7%	197.7%
Other Revenue	853,001	114,862	76,505	7,129	70,400	126,090	9,458	477,726	73,879	56,932	22,880	89,624	301,488	1,426,971	167.3%	67.3%
Total Revenue	19,455,108	954,822	214,669	120,944	281,854	229,644	184,433	10,015,239	235,557	190,645	288,339	241,154	8,389,460	21,346,759	109.7%	9.7%
Expenditures	921,251	85,381	72,260	60,019	65,021	64,385	53,436	86,106	61,116	65,629	77,383	61,494	143,961	896,192	97.3%	-2.7%
Information Technology (061)																
Revenue	476,457	39,285	39,285	39,285	39,285	39,285	39,285	39,285	39,285	39,285	39,750	39,285	45,763	478,360	100.4%	0.4%
Expenditures	1,437,371	119,751	72,841	123,782	77,663	186,888	70,716	99,965	69,178	79,498	96,062	72,729	339,669	1,408,741	98.0%	-2.0%
County Attorney (090)																
Revenue	199,647	34,563	9,479	6,424	36,772	8,411	8,039	23,615	12,255	12,249	11,422	16,565	9,626	189,419	94.9%	-5.1%
Expenditures	1,629,461	162,524	133,025	120,396	114,249	123,927	110,564	164,472	124,235	115,700	123,293	103,515	173,821	1,569,722	96.3%	-3.7%
Land Services (115)																
Revenue																
Assessor (047)	156,848	15	45	73,383	130	3,164	20	0	56,092	28,744	120	5	45	161,762	103.1%	3.1%
Recorder (100)	221,000	23,174	15,734	19,387	18,580	18,974	19,231	20,317	19,637	19,311	21,476	16,652	23,891	236,363	107.0%	7.0%
Plng & Zng (124)	172,765	1,580	535	3,828	10,264	7,393	10,969	40,400	13,001	10,206	13,613	5,447	46,381	163,618	94.7%	-5.3%
Total Revenue	550,613	24,769	16,314	96,598	28,975	29,531	30,219	60,718	88,730	58,261	35,209	22,104	70,317	561,743	102.0%	2.0%
Expenditures																
Assessor (047)	797,171	83,578	57,595	57,657	64,741	66,974	57,689	87,870	64,775	66,646	64,173	64,412	86,129	822,238	103.1%	3.1%
Recorder (100)	281,805	30,055	22,437	21,123	21,171	21,359	62,863	19,340	14,961	14,735	13,872	16,194	23,495	281,605	99.9%	-0.1%
Plng & Zng (124)	557,128	65,923	44,183	43,392	42,747	40,503	39,731	57,101	44,812	40,148	42,015	42,622	72,445	575,622	103.3%	3.3%
Total Expenditures	1,636,104	179,556	124,216	122,172	128,659	128,836	160,282	164,312	124,548	121,528	120,060	123,227	182,068	1,679,464	102.7%	2.7%
Administrator																
Revenue																
Admin (123)	0	0	0	0	0	0	0	15	0	0	0	16	(1)	30	0.0%	0.0%
Prop Mgmt (110)	392,926	41,212	29,509	48,795	26,530	32,543	35,678	33,702	31,274	28,910	29,709	27,646	28,998	394,505	100.4%	0.4%
Vet Svcs (120)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Emerg Mgmt (280)	24,000	0	0	0	0	0	400	0	0	0	0	0	0	400	1.7%	-98.3%
Total Revenue	416,926	41,212	29,509	48,795	26,530	32,543	36,078	33,717	31,274	28,910	29,709	27,662	28,996	394,935	94.7%	-5.3%
Expenditures																
Admin (123)	1,059,951	98,597	69,297	68,887	70,195	76,487	69,713	101,501	79,779	71,428	71,422	73,115	101,883	952,304	89.8%	-10.2%
Prop Mgmt (110)	981,403	83,209	69,877	63,050	67,325	71,801	118,194	100,261	78,801	78,618	70,138	72,456	90,491	964,221	98.2%	-1.8%
Vet Svcs (120)	100,899	10,378	6,930	7,196	6,384	6,832	7,159	11,545	6,962	7,094	6,942	7,061	11,156	95,638	94.8%	-5.2%
Emerg Mgmt (280)	145,280	14,569	10,920	10,543	10,826	10,692	10,586	14,935	10,200	11,324	9,339	10,603	14,611	139,148	95.8%	-4.2%
Total Expenditures	2,287,533	206,753	157,024	149,676	154,729	165,813	205,652	228,241	175,742	168,464	157,841	163,236	218,141	2,151,312	94.0%	-6.0%

Budget vs. Actual - Revenues and Expenditures

Percent of Fiscal Year Elapsed 100.0%

Department	2025 Adopted Budget	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Year-to-Date Total	% of Budget	Variance
Outside Agencies (170)																
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Expenditures	1,005,986	603,276	0	2,250	132,120	0	0	135,985	0	0	132,120	0	0	1,005,750	100.0%	0.0%
Sheriff's Office																
Revenue																
Sheriff (200)	437,881	4,830	20,826	9,596	20,014	47,152	4,741	7,649	46,932	323,977	20,796	25,931	11,708	544,152	124.3%	24.3%
Jail (270)																
Prisoner Brding	60,000	1,800	1,843	1,725	1,438	3,520	6,228	9,755	7,108	5,393	3,590	60	19,895	62,353	103.9%	3.9%
Pay to Stay	10,000	399	249	1,102	519	864	713	1,281	758	539	1,090	273	452	8,239	82.4%	-17.6%
Booking Fees	15,000	658	1,069	1,011	1,315	814	2,049	836	898	861	835	888	653	11,888	79.3%	-20.7%
Other Jail Rev	31,500	13,147	985	1,388	1,272	6,105	(3,186)	4,189	604	937	518	476	772	27,208	86.4%	-13.6%
Total Revenue	554,381	20,833	24,971	14,823	24,557	58,454	10,546	23,711	56,300	331,707	26,830	27,628	33,480	653,839	117.9%	17.9%
Expenditures																
Sheriff (200)	5,756,996	525,710	633,047	422,902	428,407	422,928	457,455	565,082	422,607	459,571	448,019	494,045	657,058	5,936,829	103.1%	3.1%
Jail (270)	4,557,476	447,249	321,109	333,408	319,644	318,920	347,980	459,614	357,066	352,247	347,906	355,639	555,874	4,516,656	99.1%	-0.9%
Total Expenditures	10,314,472	972,959	954,156	756,310	748,051	741,849	805,435	1,024,695	779,673	811,817	795,924	849,683	1,212,932	10,453,485	101.3%	1.3%
Dept of Corrections (252)																
Revenue	702,822	54,447	57,547	57,139	57,464	55,272	55,817	696	800	2,425	0	0	2,150	343,756	48.9%	-51.1%
Expenditures	1,172,261	325,136	98,641	41,994	30,730	61,532	55,234	303,193	33,558	23,329	12,826	35,120	30,057	1,051,348	89.7%	-10.3%
Extension (601)																
Revenue	0	0	0	115	(8)	0	0	0	0	0	0	0	0	107	0.0%	0.0%
Expenditures	274,130	528	678	788	61,799	434	561	62,223	1,339	1,843	81,532	1,758	60,664	274,148	100.0%	0.0%
Transfers In/Out (999)																
Revenue	40,000	0	0	0	0	0	0	0	0	0	0	0	50,320	50,320	125.8%	25.8%
Expenditures	320,000	0	0	0	0	0	0	0	135,583	0	0	0	322,508	458,091	143.2%	43.2%
Revenue Fund Totals																
Revenue	22,533,954	1,174,110	395,509	388,248	499,360	457,092	370,008	10,201,445	468,066	667,600	435,573	393,544	8,634,467	24,085,021	106.9%	6.9%
Expenditures	22,733,954	3,161,981	1,704,850	1,485,730	1,592,345	1,565,666	1,515,065	2,365,194	1,671,149	1,458,288	1,747,924	1,479,381	2,892,020	22,639,594	99.6%	-0.4%
Change in Fund Balance	(200,000)	(1,987,871)	(1,309,341)	(1,097,482)	(1,092,985)	(1,108,574)	(1,145,058)	7,836,251	(1,203,083)	(790,688)	(1,312,351)	(1,085,837)	5,742,447	1,445,428		
Highway (Road and Bridge; Fund 13)																
Revenue																
Current Levy/CPA	2,916,693	17,932	0	0	0	0	0	1,535,420	0	0	17,459	0	1,303,385	2,874,196	98.5%	-1.5%
State Construction	5,306,023	0	8,951	0	0	0	0	46,079	0	2,492,234	0	0	0	2,547,264	48.0%	-52.0%
State Maintenance	2,152,564	0	1,148,338	0	0	0	0	1,062,757	0	0	0	0	0	2,211,095	102.7%	2.7%
Other Revenue	5,621,712	68,237	31,903	40,665	44,427	828,990	37,179	203,800	820,131	482,243	2,153,273	28,893	75,567	4,815,310	85.7%	-14.3%
Transfers-In	5,823,445	26,042	0	0	0	0	0	0	0	2,986,660	0	0	2,365,568	5,378,270	92.4%	-7.6%
Total Revenue	21,820,437	112,211	1,189,191	40,665	44,427	828,990	37,179	2,848,057	820,131	5,961,138	2,170,732	28,893	3,744,520	17,826,135	81.7%	-18.3%
Expenditures																
Admin (301)	602,692	131,266	31,894	23,448	39,707	31,155	31,573	41,279	32,404	30,522	38,554	37,767	62,340	531,908	88.3%	-11.7%
Maintenance (302)	3,249,313	221,616	164,238	166,862	146,775	125,037	111,474	237,686	395,081	642,742	184,420	158,057	209,988	2,763,974	85.1%	-14.9%
Construction (303)	16,857,349	741,394	100,409	211,580	72,193	255,014	1,227,113	2,484,929	696,238	3,162,199	2,536,663	2,609,577	1,170,294	15,267,603	90.6%	-9.4%
Shop (304)	1,111,083	45,199	378,797	50,978	21,595	71,891	62,475	54,176	96,519	26,090	61,783	35,976	99,468	1,004,948	90.4%	-9.6%
Total Expenditures	21,820,437	1,139,474	675,338	452,867	280,270	483,097	1,432,635	2,818,070	1,220,242	3,861,553	2,821,419	2,841,377	1,542,090	19,568,433	89.7%	-10.3%
Change in Fund Balance	0	(1,027,264)	513,853	(412,203)	(235,842)	345,894	(1,395,456)	29,987	(400,111)	2,099,585	(650,688)	(2,812,485)	2,202,430	(1,742,299)		

Budget vs. Actual - Revenues and Expenditures

														Percent of Fiscal Year Elapsed		100.0%
Department	2025 Adopted Budget	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Year-to-Date Total	% of Budget	Variance
Human Services (Fund 15)																
Public Health (407)																
Revenue																
Current Levy/CPA	464,691	2,288	0	0	0	0	0	228,908	0	0	2,782	0	194,580	428,558	92.2%	-7.8%
Other Revenue	1,491,134	156,443	186,728	83,500	349,538	17,277	49,743	199,592	194,894	31,948	44,465	316,458	118,384	1,748,971	117.3%	17.3%
Total Revenue	1,955,825	158,731	186,728	83,500	349,538	17,277	49,743	428,500	194,894	31,948	47,246	316,458	312,964	2,177,529	111.3%	11.3%
Expenditures																
	1,983,194	196,587	135,916	138,321	150,600	177,822	153,979	206,444	155,958	168,237	197,870	170,206	216,575	2,068,516	104.3%	4.3%
Human Services (420/430)																
Revenue																
Current Levy/CPA	6,718,347	43,479	0	0	0	0	0	3,552,698	0	0	40,215	0	3,014,885	6,651,277	99.0%	-1.0%
Other Revenue	8,993,853	422,092	1,170,869	383,338	482,937	1,227,161	462,094	1,170,223	1,178,171	360,406	400,638	1,073,871	650,801	8,982,600	99.9%	-0.1%
Total Revenue	15,712,200	465,571	1,170,869	383,338	482,937	1,227,161	462,094	4,722,922	1,178,171	360,406	440,853	1,073,871	3,665,685	15,633,877	99.5%	-0.5%
Expenditures																
Income Maint (420)	5,464,217	553,133	405,360	405,385	395,059	388,729	437,662	513,431	422,087	418,075	422,221	433,567	556,319	5,351,029	97.9%	-2.1%
Soc Services (430)	10,643,674	974,329	656,728	786,609	865,344	852,202	750,428	900,660	864,409	792,812	809,040	795,525	1,445,614	10,493,699	98.6%	-1.4%
Total Expenditures	16,107,891	1,527,462	1,062,088	1,191,994	1,260,402	1,240,931	1,188,091	1,414,091	1,286,496	1,210,887	1,231,261	1,229,093	2,001,932	15,844,727	98.4%	-1.6%
Human Services Fund Totals																
Revenue	17,668,025	624,302	1,357,597	466,838	832,476	1,244,438	511,837	5,151,422	1,373,065	392,354	488,100	1,390,329	3,978,650	17,811,406	100.8%	0.8%
Expenditures	18,091,085	1,724,049	1,198,004	1,330,315	1,411,003	1,418,753	1,342,070	1,620,535	1,442,454	1,379,124	1,429,131	1,399,299	2,218,507	17,913,243	99.0%	-1.0%
Change in Fund Balance	(423,060)	(1,099,747)	159,593	(863,477)	(578,527)	(174,315)	(830,233)	3,530,887	(69,389)	(986,770)	(941,031)	(8,970)	1,760,143	(101,837)		
Capital Projects (Fund 29)																
Revenue	662,482	681,198	0	38,624	0	0	60,030	133,717	0	1,655,059	14,000	0	591,553	3,174,181	479.1%	379.1%
Expenditures	758,462	153,418	122,622	42,654	256,358	477,462	382,406	460,916	191,607	187,623	91,001	36,855	291,580	2,694,502	355.3%	255.3%
Change in Fund Balance	(95,980)	527,780	(122,622)	(4,030)	(256,358)	(477,462)	(322,376)	(327,199)	(191,607)	1,467,436	(77,001)	(36,855)	299,974	479,678		
Capital Projects - Highway (Fund 30)																
Revenue																
Local Option Sales Tax	3,500,000	328,648	311,927	357,076	295,732	266,546	305,047	294,041	317,304	339,353	310,051	326,239	325,313	3,777,276	107.9%	7.9%
Wheelage Tax	650,000	49,360	53,188	109,774	64,589	53,403	56,544	45,672	10,036	88,877	47,282	52,126	35,409	666,261	102.5%	2.5%
Other Revenue	330,000	27,103	330,000	0	0	0	0	20,008	0	0	0	0	6,342	383,453	116.2%	16.2%
Total Revenue	4,480,000	405,110	695,116	466,849	360,322	319,948	361,591	359,721	327,340	428,230	357,333	378,365	367,065	4,826,990	107.7%	7.7%
Expenditures																
	6,153,445	29,185	8,159	18,297	9,359	415,086	386,782	9,725	28,559	3,012,650	28,984	41,320	2,382,864	6,370,969	103.5%	3.5%
Change in Fund Balance	(1,673,445)	375,925	686,957	448,552	350,963	(95,138)	(25,191)	349,996	298,781	(2,584,420)	328,349	337,045	(2,015,799)	(1,543,980)		
Debt Service Fund (Fund 35)																
Revenue	335,265	3,099	0	0	0	0	0	180,924	0	0	2,279	0	151,073	337,375	100.6%	0.6%
Expenditures	304,375	282,675	0	0	0	0	22,150	0	0	0	0	0	550	305,375	100.3%	0.3%
Change in Fund Balance	30,890	(279,576)	0	0	0	0	(22,150)	180,924	0	0	2,279	0	150,523	32,000		
Tax Abatements (Fund 70)																
Revenue	25,500	99	0	0	0	0	0	13,732	0	0	173	0	11,524	25,527	100.1%	0.1%
Expenditures	25,000	0	0	0	0	0	(1,310)	13,810	0	31	0	0	12,500	25,031	100.1%	0.1%
Change in Fund Balance	500	99	0	0	0	0	1,310	(78)	0	(31)	173	0	(976)	496		
All Funds Summary																
Revenue	67,525,663	3,000,129	3,637,413	1,401,224	1,736,584	2,850,469	1,340,645	18,889,018	2,988,602	9,104,381	3,468,189	2,191,130	17,478,852	68,086,635	100.8%	0.8%
Expenditures	69,886,758	6,490,783	3,708,973	3,329,863	3,549,334	4,360,065	5,079,798	7,288,250	4,554,011	9,899,270	6,118,459	5,798,231	9,340,111	69,517,148	99.5%	-0.5%
Change in Fund Balances	(2,361,095)	(3,490,654)	(71,560)	(1,928,639)	(1,812,750)	(1,509,595)	(3,739,153)	11,600,768	(1,565,409)	(794,889)	(2,650,270)	(3,607,102)	8,138,742	(1,430,513)		

Budget vs. Actual - Revenues and Expenditures

Department	2025 Adopted Budget	Percent of Fiscal Year Elapsed												Year-to-Date Total	% of Budget	Variance
		Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25			

Explanation of Selected Variances (e.g., Revenues substantially below expectations; or Expenditures substantially over budget)

Commissioners:

General Government:

^{1/}Revenue; budget includes metered mail postage reimbursement from Departments and the MCIT Property/Casualty dividend; budget based on an estimated \$98,000 MCIT dividend; actual received was \$17,769.

Public Defender:

Auditor-Treasurer:

^{2/}Interest Revenue; correcting entry posted in January to record interest earnings from 2024; excluding this correcting entry, interest income will exceed budget by approximately \$1.6 million in 2025.

County Attorney:

Land Services:

^{3/}Expenditures; over-budget condition due to: 1) employee health insurance enrollment choices different than budget (e.g., family coverage instead of single or no coverage) and 2) the use of outside consulting assistance for wetlands program administration.

Administrator:

^{4/}Revenue/Emergency Management; State of MN is delayed in processing the Emergency Management Performance Grant.

Outside Agencies:

Sheriff:

Dept. of Corrections:

^{5/}Expenditures; the timing of State billing to the County for the cost of Probation Agent salaries and benefits contributes to this variance. However, the cost of juvenile boarding stands well over-budget year to date.

Extension:

Transfers Out:

^{6/}Expenditures; over-budgeted condition due to additional transfer to Fund 10 Restricted Fund for the Tax/CAMA conversion project.

Revenue Fund Totals

Highway:

^{7/}Revenue; revenue collections do not follow a regular pattern and instead correspond to the road construction season as contractor payments are made; also, any transfer-in from the Local Road Fund occurs at year end when the total cost of locally-funded projects is known; although this report may show variances, road projects are fully supported by State Aid, Federal Funds and Local Road Funds (Local Option Sales Tax and Wheelage Tax).

Human Services Fund:

^{8/}Public Health/Expenditures; greater than expected grant program expenditures covered by additional grant revenues (non-levy revenues \$257,000 higher than expected).

Capital Projects Fund:

^{9/}Expenditures; over-budget condition due to costs related to new Government Center project (primarily architectural services); this added cost is supported by cash balances in the Capital Projects Fund

Capital Projects - Highway:

Debt Service Fund:

**Restricted Revenue Funds Summary
2025
Activity through December 31, 2025**

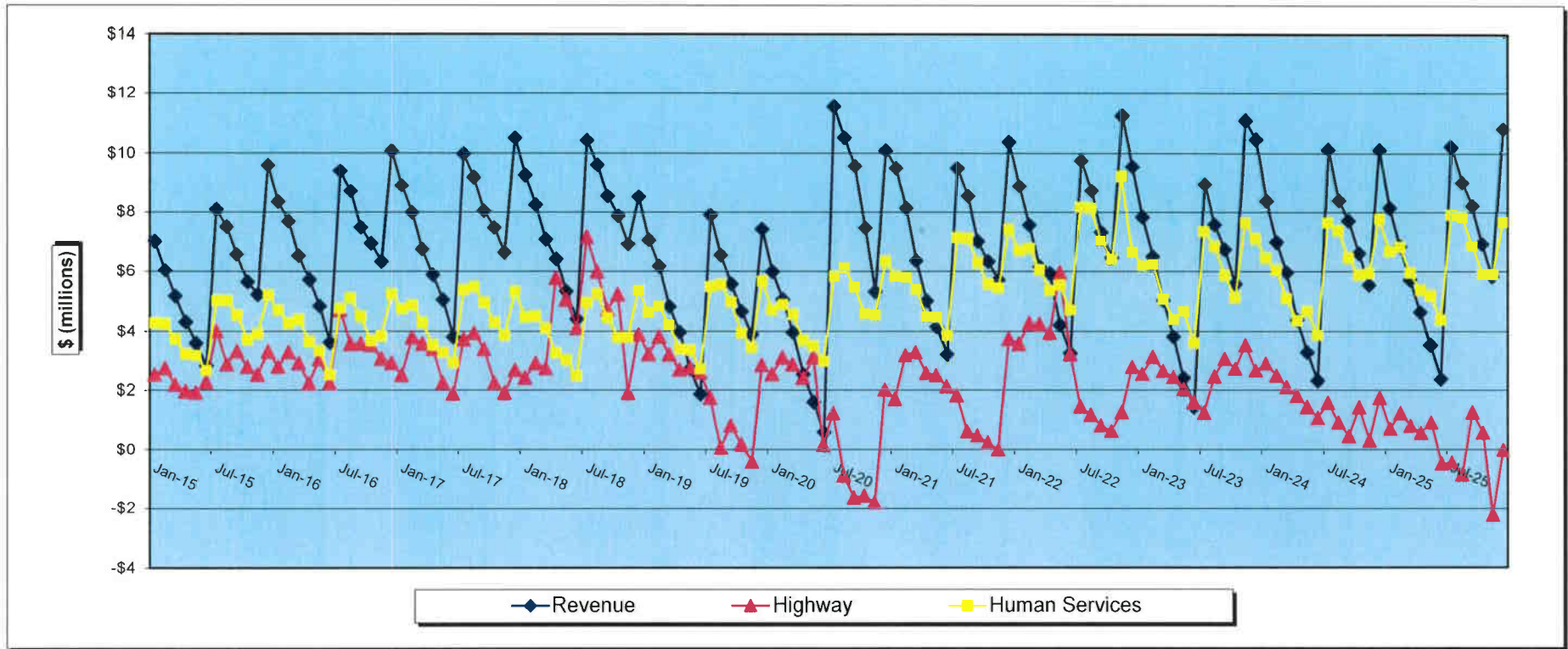
	Beginning Balance	Add Revenues/ Transfers In	Total Resources Available	Less Expenditures/ Transfers Out	Ending Balance
County Board - Contingency Account	159,740.54	19,000.00	178,740.54	(70,500.00)	108,240.54
Law Library	110,557.60	58,504.56	169,062.16	(31,607.81)	137,454.35
Auditor/Treasurer - Elections					
Elections	43,519.23	107,838.50	151,357.73	(63,136.46)	88,221.27
Auditor-Treasurer - Total	43,519.23	107,838.50	151,357.73	(63,136.46)	88,221.27
Information Technology - Technology Fund					
Assesor's Web Subscription Service	33,974.26	15,620.00	49,594.26	(6,478.05)	43,116.21
Pictometry	21,770.21	19,884.00	41,654.21	(17,820.00)	23,834.21
MCCC Tax and CAMA Upgrades	155,596.39	135,583.00	291,179.39	(224,062.40)	67,116.99
IT - Total	211,340.86	171,087.00	382,427.86	(248,360.45)	134,067.41
County Attorney					
Attorney Contingent	5,000.00	0.00	5,000.00	0.00	5,000.00
Forfeitures	12,241.52	1,676.43	13,917.95	(600.00)	13,317.95
Major Trial Expense	21,000.00	14,046.16	35,046.16	(14,046.16)	21,000.00
County Attorney Total	38,241.52	15,722.59	53,964.11	(14,646.16)	39,317.95
Property Management					
Motor Pool	56,909.82	6,500.00	63,409.82	(232.55)	63,177.27
Property Management Total	56,909.82	6,500.00	63,409.82	(232.55)	63,177.27
Veterans Services Officer					
State of MN Outreach Grant	3,929.37	10,000.00	13,929.37	(7,346.86)	6,582.51
Land Services					
Recorder Technology Fund	134,144.25	56,850.00	190,994.25	(54,786.26)	136,207.99
Solid Waste Contingency	3,404,222.74	557,966.33	3,962,189.07	(338,437.00)	3,623,752.07
SCORE Grant	351,921.53	156,716.55	508,638.08	(106,252.51)	402,385.57
Wetlands	18,137.59	31,598.00	49,735.59	(35,686.25)	14,049.34
Shoreland Management	18,590.10	3,286.00	21,876.10	(5,123.16)	16,752.94
ISTS	89,802.89	48,460.00	138,262.89	(47,298.57)	90,964.32
Aquatic Invasive Species Grant	125,851.96	33,510.00	159,361.96	(32,751.23)	126,610.73
Land Services Total	4,142,671.06	888,386.88	5,031,057.94	(620,334.98)	4,410,722.96
Sheriff					
Forfeitures	15,594.72	2,608.08	18,202.80	0.00	18,202.80
Forfeitures - Federal	0.00	0.00	0.00	0.00	0.00
Drug, Alcohol and DWI Contingency	5,000.00	5,885.69	10,885.69	(5,885.69)	5,000.00
911 Emergency	876,736.41	277,201.79	1,153,938.20	(177,393.97)	976,544.23
Permit to Carry Administration	1,000.00	54,875.00	55,875.00	(54,875.00)	1,000.00
General Contingency	7,500.00	7,500.00	15,000.00	(7,500.00)	7,500.00
K-9 Program	45,480.92	1,025.00	46,505.92	(25,400.33)	21,105.59
Police Activities League	400.79	66.36	467.15	(1,130.41)	(663.26)
Sheriff Total	951,712.84	349,161.92	1,300,874.76	(272,185.40)	1,028,689.36
Department of Corrections					
Juvenile Work Crew Expenditures	2,544.72	0.00	2,544.72	0.00	2,544.72
Juvenile Restitution	21,602.61	0.00	21,602.61	0.00	21,602.61
Probation Restricted Funds	30,415.93	(1,550.00)	28,865.93	0.00	28,865.93
Dept of Corrections Total	54,563.26	(1,550.00)	53,013.26	0.00	53,013.26
Sheriff - Jail Inmate Capital Expenditures	99,703.63	42,019.06	141,722.69	(84,243.82)	57,478.87
Emergency Management - Donations	238.61	0.00	238.61	(180.00)	58.61
Extension - Donations	2,000.00	0.00	2,000.00	(498.04)	1,501.96
Parks - Park Dedication Fees	56,913.72	5,400.00	62,313.72	(3,000.00)	59,313.72
Totals	5,932,042.06	1,672,070.51	7,604,112.57	(1,416,272.53)	6,187,840.04

Benton County Self-Insurance Fund (Fund 60)
2025 Activity

		Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Year-to-Date Total	
Self-Insurance Fund Beginning Cash Balance		\$1,095,751	\$1,214,241	\$1,337,682	\$1,534,399	\$1,566,605	\$1,531,851	\$1,635,576	\$1,724,903	\$1,852,646	\$1,984,541	\$2,026,143	\$2,092,340		
Revenue															Averages
Employer Premiums		\$262,589	\$262,848	\$265,732	\$265,732	\$265,934	\$267,998	\$270,265	\$273,149	\$279,280	\$280,312	\$277,989	\$279,897	\$3,251,723	\$270,977
Employee Premiums		82,456	82,109	82,967	82,967	82,056	83,122	85,475	85,234	87,329	87,725	87,006	87,483	1,015,929	84,661
Reinsurance Reimb.		30,910	7,306	296,084	5,078	63,581	11,209	7,815	10,015	268,279	147,662	28,950	24,971	901,859	75,155
RX Rebates		23,002	24,204	45,642	21,677	5,742	26,636	0	116,514	25,446	25,429	25,494	0	339,785	28,315
Total Revenue		\$398,958	\$376,466	\$690,425	\$375,453	\$417,312	\$388,964	\$363,555	\$484,911	\$660,334	\$541,127	\$419,440	\$392,352	\$5,509,296	\$459,108
Expenditures															
Medical Claims		\$159,623	\$122,891	\$367,597	\$206,436	\$323,793	\$146,063	\$128,251	\$206,279	\$377,323	\$326,418	\$204,610	\$217,662	\$2,786,946	\$232,246
Pharmacy Claims		31,746	31,707	31,276	40,813	33,751	42,109	48,929	53,266	52,105	72,100	46,201	65,144	549,146	45,762
Dental Claims		2,523	0	0	0	(1,415)	875	0	0	0	0	0	80,000	81,982	6,832
Total Claims		\$193,892	\$154,598	\$398,873	\$247,249	\$356,128	\$189,047	\$177,180	\$259,545	\$429,428	\$398,518	\$250,811	\$362,806	\$3,418,075	\$284,840
Aggregate Reinsurance Premiums		0	0	0	0	0	0	0	0	0	0	0	0	0	0
BCBS Admin Fees/Stop Loss Reinsuran		0	93,019	94,835	95,998	95,938	96,193	97,047	97,623	99,012	101,007	102,432	102,723	1,075,826	89,652
Other Administrative Costs		86,575	5,408	0	0	0	0	0	0	0	0	0	0	91,982	7,665
Total Expenditures		\$280,467	\$253,025	\$493,708	\$343,247	\$452,066	\$285,240	\$274,227	\$357,168	\$528,439	\$499,525	\$353,243	\$465,529	\$4,585,884	\$382,157
Net Income		\$118,491	\$123,441	\$196,717	\$32,206	(\$34,754)	\$103,725	\$89,327	\$127,743	\$131,894	\$41,602	\$66,198	(\$73,177)	\$923,413	\$76,951
Self-Insurance Fund Ending Cash Balance		\$1,214,241	\$1,337,682	\$1,534,399	\$1,566,605	\$1,531,851	\$1,635,576	\$1,724,903	\$1,852,646	\$1,984,541	\$2,026,143	\$2,092,340	\$2,019,163		
Check to Treasurer's Cash Balance												2,019,163			
Difference												\$0			
6 Months Average Plan Expenditures												\$2,478,131			
Less 6 Months Average Reinsurance reimbursement												487,692			
Reserve Target												\$1,990,439			
Over/(Under)												\$28,725			

Commissioners' Contingency Account Detail			
Activity through December 31, 2025			
		Beginning Balance	\$212,099
Expenditures			
<u>Vendor</u>	<u>Description</u>	<u>Date Paid</u>	<u>Amount</u>
Association of MN Counties	Rural Counties Caucus Dues	1/10/2025	\$2,900.00
Benton Economic Partnership	Supplemental 2025 Funding	1/31/2025	20,000.00
Larkin Hoffman Public Affairs	State Capitol representation	1/31/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	2/28/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	3/14/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	4/18/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	5/16/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	6/13/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	7/25/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	8/15/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	9/12/2025	3,800.00
Larkin Hoffman Public Affairs	Federal legislative representation	10/10/2025	2,000.00
Larkin Hoffman Public Affairs	State Capitol representation	10/24/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	12/5/2025	3,800.00
Larkin Hoffman Public Affairs	State Capitol representation	12/19/2025	3,800.00
Total Expenditures			\$70,500.00
Board-Approved Budget Transfers			
<u>Receiving Department</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
Total Transfers			\$0.00
Board-Approved Obligations of the Contingency Account (not actual expenditures)			
<u>Purpose of Obligation (Encumbrance)</u>	<u>Date Approved</u>	<u>Obligation Balance</u>	
Larkin Hoffman State Capitol Lobbyist (2025-2026)	12/3/2024	43,600	
Total Obligations (Balance)			\$43,600
	Revised Budget (Original, Less Board-Approved Transfers)		\$212,099
	Less Actual Expenditures and Transfers		(70,500)
	Less Balance in Board-Approved Obligations		(43,600)
Balance Available in the Commissioners' Contingency Account			\$97,999

Cash Balances January 2015 - December 2025



	Average Cash Balances										Actual Bal Dec-25
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Revenue	7,146,690	7,522,628	7,727,561	5,214,210	6,187,505	6,990,202	7,422,202	6,453,356	6,653,554	6,857,538	10,808,905
Restricted Revenue	4,355,738	4,632,820	4,978,225	5,168,670	5,248,858	5,200,622	4,813,321	5,165,443	5,696,842	5,823,613	6,147,177
Park Dedication	72,678	65,678	70,287	77,228	83,828	90,287	86,408	63,433	55,997	57,914	59,314
Highway	3,160,228	2,946,171	4,331,447	1,958,361	966,844	1,852,558	2,774,692	2,499,415	1,511,919	172,451	(6,566)
Human Services	4,160,671	4,414,607	4,121,631	4,351,105	4,766,249	5,735,562	6,733,629	5,841,475	5,962,089	6,377,854	7,678,314
Econ Development Loan Fund	341,262	247,210	342,488	392,945	401,365	420,196	697,703	914,095	915,442	838,894	836,260
Gravel Pit Restoration	129,229	145,348	164,329	181,172	200,544	219,078	239,692	262,675	285,647	310,437	323,461
HRA	0	0	0	0	0	0	0	0	0	(151,010)	(24,954)
American Rescue Plan Act	0	0	0	0	0	2,639,586	5,107,777	5,844,681	4,211,748	2,768,774	1,906,308
Boundary Commission	0	0	0	(7,626)	(59,314)	(66,998)	(46,303)	(15,110)	(12,596)	(7,745)	(5,601)
Kings Inn	0	0	0	0	0	(357)	(40,277)	(67,985)	(62,150)	0	0
Opioid Settlement	0	0	0	0	0	0	31,005	310,572	562,291	836,201	914,363
Eagleview Commons Septic	0	0	0	0	0	0	0	5,550	61,015	114,061	171,341
Capital Projects	262,264	344,978	816,422	3,383,112	3,376,257	2,486,994	2,144,100	4,200,157	3,966,991	4,866,197	5,387,173
Capital Projects - Highway	2,730,739	3,365,198	4,199,760	4,137,623	3,709,650	5,075,633	7,196,090	7,182,103	5,868,441	7,486,604	4,969,798
Debt Service	2,902,390	2,570,465	1,971,098	2,009,199	2,083,807	2,569,956	2,110,990	2,063,998	2,074,511	2,095,073	2,315,994
County Ditch	(357)	(9,706)	(157,656)	(130,956)	37,109	(216,413)	(393,436)	(875,713)	(1,733,783)	(1,299,614)	(196,998)
Totals	\$25,261,533	\$26,245,397	\$28,565,592	\$26,735,043	\$27,002,703	\$32,996,907	\$38,877,594	\$39,848,144	\$36,017,958	\$37,147,242	\$41,284,289

BENTON COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM REQUEST



MEETING DATE February 17, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Human Services

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

HS Fraud Prevention Investigation (FPI) update

Ken Pawlenty and Jessica Schindele will provide an update to the board regarding activity over the past year or so, and answer any potential questions.

ACTION REQUESTED

None- Informational only

FISCAL IMPACT

ESTIMATED COST (\$) N/A

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

Kenneth J. Pawlenty

DATE Feb 9, 2026

DEPARTMENT HEAD SIGNATURE

[Signature]

DATE 2/9/26

COUNTY ATTORNEY SIGNATURE _____

DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5-10 minutes

PREFERRED PLACEMENT ON AGENDA _____

BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST



MEETING DATE _____

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Human Services

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Recommended approval of the contract with Cathy Lagow to provide clinical supervision to social workers providing mental health services.

BACKGROUND INFORMATION

The contract covers clinical supervision to Social Workers providing outreach and co-responder services and supports to the community.

ACTION REQUESTED

Approval of the contract with Cathy Lagow to provide clinical supervision to social workers providing mental health services.

FISCAL IMPACT

ESTIMATED COST (\$) 5,000

SOURCE OF FUNDS Opioid Settlement

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE 2/6/26

DEPARTMENT HEAD SIGNATURE

DATE 2/9/26

COUNTY ATTORNEY SIGNATURE

DATE 2/6/26

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 1 minute

PREFERRED PLACEMENT ON AGENDA Open

**BENTON COUNTY ATTORNEY**

BENTON COUNTY COURT'S FACILITY
615 HIGHWAY 23 / P.O. Box 189
FOLEY, MN 56329
PHONE: (320) 968-5175
FAX: (320) 968-5346

COUNTY ATTORNEY
KATHLEEN L. REUTER

ASST. COUNTY ATTORNEYS
MICHELLE L. MEYER
WILLIAM V. FAERBER
MICHAEL J.G. SCHNIDER
SHAWN M. LEGGITT
DANIEL S. SHUB
MIRANDA N. JANSSEN
MICHEL P. CHISUM

VICTIM SERVICES
AMY FUSSY, COORDINATOR

INVESTIGATOR
MICHAEL LEWANDOWSKI

MEMORANDUM

To: Nikki Knowles
From: Daniel S. Shub
Re: Catherine Lagow
Date: February 5, 2026

Ms. Knowles,

Michelle Meyer had been working with you regarding this contract before she left on personal leave, I am filling in for her on this matter until she returns. We had a chance to discuss this contract, and while her other concerns have been addressed with Ms. Lagow, an outstanding issue remains the professional liability insurance coverage amount.

Minn. Stat. § 466.04, subd. 1 (7) provides that the maximum tort liability amount versus a municipality (like Benton County) is \$1,500,000.00. Therefore, for general liability insurance we normally seek to have insurance coverage at that \$1,500,000.00 amount for a single event, and double that amount, \$3,000,000.00 for aggregate claims.

For professional liability insurance (like at issue here), policies are typically in increments of \$1,000,000.00 – so per guidance of Minnesota Counties Intergovernmental Trust (MCIT), we would seek minimum amount of \$2,000,000.00 per occurrence and \$4,000,000.00 for aggregate.

The per-occurrence limit applies to one event. This is the most Ms. Lagow's insurance company would pay for that one incident. The general aggregate limit defines the most the insurance company would pay for all claims incurred for the policy year.

Ms. Lagow's contract only states she must provide coverage for \$1,000,000 per each occurrence and \$2,000,000 aggregate. The Board should be aware of this discrepancy, which means that should a liability event occur involving Ms. Lagow's work under the contract, the County could face liability of up to \$500,000.00 for single tort-claim of or \$1,000,000.00 for aggregated claims that would not be covered by Ms. Lagow's insurance.

While the County could make a claim for that difference to MCIT for coverage, because we're not following their recommended practices, it's possible that claim could be denied, and the County would be "on the hook" for the difference.

**BENTON COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is between Benton County by and through Benton County Human Services (the "County"), 531 Dewey Street, Foley, Minnesota, 56329 and Catherine Lagow, (the "Consultant" or "Contractor") 7384 32nd Ave SE , Clear Lake, MN 56319.

WHEREAS, Benton County Human Services provides community outreach services to adults with serious and persistent mental illness;

WHEREAS, Benton County Human Services is in need of community outreach clinical supervisor services;

WHEREAS, the Consultant is qualified and willing to provide such services.

In consideration of the mutual undertakings and agreements hereafter set forth, the County and the Consultant agree as follows:

1. TERM.

The Agreement shall be in effect from January 1st, 2025, to December 31st, 2026, the date of the signatures notwithstanding. The County may request, and the parties may agree to continue the term of the Agreement for a maximum of 6 months. Any agreement to continue shall be in writing bearing both parties' signatures.

2. DUTIES OF THE CONSULTANT(S).

- 2.1 The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 2.2 The Contact Appendix is attached hereto and incorporated by reference. Any conflict between the terms in the Agreement and the Contract Appendix, the Agreement shall govern.
- 2.3 Clinical Supervision will be for Benton County Human Services staff who provide outreach services to adults within the County. The Consultant will provide CLINICAL Supervision to Benton County Human Services staff. Clinical Supervision is to provide guidance and support to a staff to enhance their skills, professional development, and ethical practice.
- 2.4 The Consultant assures the consultant is competent and qualified to perform the work pursuant to this Agreement. The consultant shall have primary responsibility for performing the work under this Agreement and will serve as the contact with the County. The Consultant shall not subconsult and change

the person primarily responsible for performing the work under this Agreement without the approval of the County's Authorized Representative. Delays that are beyond the Consultant's control shall be "force majeure events" such as unusually severe weather, fire, floods and other acts of God, labor disputes and acts of war or terrorism. The Consultant shall give the County prompt notice of such event.

- 2.5 Consultant shall provide supervision services up to 8 hours per month.
- a. The Consultant and County Staff will review specific clients.
 - b. If there are exigent circumstances outside of the Consultant's control that do not allow the Consultant to be available on the day for County Staff consultation, then the parties shall work on a mutually agreeable alternative date for the service.
- 2.6 In performing the work under this Agreement, the Consultant will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances.

3. DATA PRACTICES

Consultant agrees to abide by all applicable State and Federal laws and regulations, including, but not limited to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act and implementing rules (HIPAA), if applicable, concerning the handling and disclosure of private and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations. Specifically, if the consultation occurs via an electronic platform, the parties shall use the County's Teams platform which is encrypted. Any electronic communication via email shall use a site which is encrypted to protect the privacy of the clients served.

HIPAA Representations. To the extent applicable pursuant to the federal Health Insurance Portability and Accountability Act (HIPAA), Consultant agrees that it shall:

1. Not use or further disclose Protected Health Information (PHI), as defined in 45 C.F.R. § 164.501, other than as permitted or required by this Agreement, and further agrees that it shall not use or further disclose PHI in a manner that would violate requirements of HIPAA and its implementing regulations (45 CFR parts 160-164).
2. Report to the County any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, and shall ensure that any agents, including any subcontractor, to whom it provides or receives PHI, agree to the same restrictions and conditions that apply to Agreement with respect to such information.

3. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to protect the privacy of PHI in compliance with 42 U.S.C. §1320d, 45 CFR § 164.530(c), and other applicable HIPAA regulations.
4. Follow the procedures for access to PHI set out in 45 CFR §164.524.
5. Upon receipt of notice from the County, promptly amend or permit the County access to amend any portion of the PHI which Consultant created for or received from the County so that the County may meet its amendment obligations under 45 CFR §164.526.
6. With the exception of disclosures of PHI made for the purposes specified in 45 CFR 164.528(a)(i)-(ix), Consultant shall document and report each disclosure Consultant makes of PHI it creates or receives for or from the County so the County may comply with the requirements set forth at 45 CFR 164.528.

Consultant acknowledges and agrees that in the event Consultant breaches these HIPAA requirements, this Agreement may be terminated by the County or the breach may be reported to the United States Department of Health and Human Services.

4. PAYMENT TO CONSULTANT.

4.1 Payment for consultation services shall be made directly to the Consultant upon completion of said services and submission of an invoice on forms which may be provided by the COUNTY for services performed. Payment shall be made within thirty-five (35) days after receipt of the invoice. The cost of this Agreement shall not exceed a total amount of Eleven thousand and forty dollars (\$11,040) at the rate of \$115.00 per hour.

4.2 The Minnesota Government Prompt Payment Act shall govern this agreement.

5. AUTHORIZED REPRESENTATIVE.

Nicole Knowles or her designee shall serve as the Authorized Representative of the County and as the liaison with the Consultant. The County shall have the right to change its Authorized Representative from time to time and shall inform the Consultant of any such change. The Authorized Representative shall have the express authority to make all contacts with the Consultant on behalf of the County and to instruct the Consultant to perform the various services described in this Agreement. The Consultant shall submit reports, invoices and other materials prepared pursuant to this Agreement to the Authority's Authorized Representative, by mailing or delivering them to:

Nicole Knowles

Benton County Human Services
531 Dewey Street
Foley, MN 56329

6. RELATIONSHIP BETWEEN THE PARTIES.

- 6.1 Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Consultant, its employees, representatives, or subcontractors be considered employees, agents or representatives of the County. The Consultant is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Any and all personnel of the Consultant or other persons engaged in the performance of any work or services required by the Consultant will have not relationship with the County and will not be considered employees of the County. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from the County, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.
- 6.2 Consultant shall have no authority to act on behalf of the County. The County will not assume or accept any agreement, representation, commitment or warranty made by the Consultant, nor shall the County be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the Consultant's conduct or caused by the Consultant's negligence, willful act, or failure to act.
- 6.3 The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior consent of the County's Authorized Representative.

7. INSURANCE AND INDEMNIFICATION.

- 7.1 Contractor shall keep in force a Professional Liability insurance policy for the work performed under this agreement in a minimum sum of \$1,000,000 as well as the Minnesota equivalent of worker's compensation or waiver of such coverage.
- 7.2 Contractor shall maintain insurance consistent with the Contract Appendix Section XI except the limits shall be modified as follows:

A general liability insurance policy and professional liability insurance, written on an Occurrence basis, with limits for Bodily Injury and Property Damage in an amount not less than ~~\$1,500,000~~ \$1,000,000 for each occurrence, ~~\$1,500,000~~ \$1,000,000 Personal Injury and Advertising Injury for each occurrence, ~~\$4,000,000~~ \$2,000,000 Aggregate

limit for Product Liability and Completed Operations liability claims and ~~\$4,000,000~~ \$2,000,000 Aggregate for any number of claims. Such policy shall include Contractual liability coverage protecting the County, its commissions, officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Contractor and County, naming the County as an additional insured.

- 7.3 Consultant agrees to indemnify and hold harmless the County and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Consultant (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Consultant, its agents, employees or subcontractors fully to perform all obligations under this Agreement.

8. RECORDS AND INFORMATION.

- 8.1 All documents, reports, recommendations, and other work prepared, reviewed, or furnished by Consultant pursuant to this Agreement shall not be stored by the Consultant. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities.
- a. The Consultant and its employees, agents, successors and assigns must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to the Consultant by the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. If the Consultant receives a request to release data pursuant to this Agreement, the Consultant shall notify the County immediately and consult with the County as how the Consultant should respond to the request. The Consultant's response shall comply with the applicable law. The Consultant designates Catherine Lagow as its Responsible Authority pursuant to Minn. Stat. § 13.46, subd. 10(a)(4).
- 8.2 Consultant acknowledges that this Agreement does not authorize Consultant to make any connection to the County's network through the use of any hardware or through a Virtual Private Network (VPN) except as permitted pursuant to Section 2.5 of this agreement to access the Electronic Document Management System Access.
- 8.3 In order to protect the integrity of the information, the Consultant shall:

- a. Secure their network with Firewalls and security controls.
- b. Protect and improve their network by:
 - 1.) Maintaining all equipment as current on vendor support and patched on a timely and consistent basis. This includes items such as Firewalls, Servers, Desktops, Laptops, Tablets, and mobile smartphones.
 - 2.) Maintaining updated Anti-Virus / Anti-Malware software on all devices used to access information under this Agreement.
 - 3.) Comply with all regulatory requirements for their dataset, including, but not limited to, applicable HIPAA or IRS rules.
- c. Educate employees on common security risks (such as spam, phishing and ransomware) and shall maintain a written procedure for employees to communicate and escalate cybersecurity concerns.
- d. Require the use of strong complex passwords for all devices used to access the Consultant's data.
- e. Utilize a secondary authentication (such as multi-factor authentication) for all persons accessing Consultant's electronic data.
- f. Have a recovery strategy that must include backing up Consultant's data at regular intervals and ensuring that Consultant's data is recoverable. The recovery strategy should periodically be tested to ensure that the recovery strategy is functional.
- g. Have an incident response plan that must include a written process for all staff to follow in the event of a cybersecurity incident, including, but not limited to, any breach of data security.
- i. Encrypt data in transit and at rest.

9. AUDIT.

Consultant shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Consultant shall allow the County or other persons or agencies authorized by the County, including the Legislative or State Auditor, access to the records of Consultant at reasonable hours, including all books, records, documents, and accounting procedures and practices of Consultant relevant to the subject matter of the Agreement, for purposes of audit.

10. NOTICE.

Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the

third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party as its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

11. TERMINATION.

This Agreement may be suspended or terminated by the County or Consultant with 30 days written notice.

Suspension for Insufficient Funding.

In the event of temporary lack of funding or appropriation, the County may suspend its obligations under this Agreement without terminating it. This suspension will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Agreement. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

The Consultant will be notified in writing of the temporary suspension, and Consultant's ability to perform under the Agreement will be suspended during this period. COUNTY will provide reasonable notice to Consultant of the lack of funding or appropriation and shall notify Consultant once funding is restored or appropriated, and at COUNTY's discretion, performance under the Agreement may resume.

The COUNTY may convert the suspension for insufficient funding to termination under this clause upon written notice to Consultant. The Consultant may reject COUNTY's suspension for insufficient funding by written response to the notice of suspension. If Consultant rejects suspension, the notice of suspension shall be effective as a notice of termination with the same effective date as was provided for the suspension.

Termination for Insufficient Funding

COUNTY may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this Agreement. Termination must be by written notice to Consultant; i.e., mail, email, or both.

COUNTY is not obligated to pay for any work performed after notice and effective date of the termination. However, Consultant will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. COUNTY will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota

Legislature, or other funding source, not to appropriate funds. COUNTY must provide Consultant notice as soon as possible.

12. SURVIVAL.

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses; Standard of Care and Liability for Work; Insurance and Indemnification; Records and Information; Audit.

13. GENERAL PROVISIONS.

13.1 This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. The contract appendix attached hereto is incorporated by reference. If there is any conflict between this Agreement and the contract appendix, this Agreement shall control. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement.

13.2 Debarment. Consultant certifies that this is not prohibited from doing business with either the Federal Government or the State of Minnesota as a result of any debarment or suspension proceedings. Consultant's certification is a material representation upon which the County's approval of this Agreement is based. Consultant shall provide immediate written notice to the County's authorized representative if at any time Consultant learns that this certification is erroneous or becomes erroneous due to changed circumstances.

13.3 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party. The Consultant shall be responsible for all subcontractors, and the Consultant shall require all subcontractors to be subject to the terms of this agreement

13.4 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

13.5 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

IN WITNESS WHEREOF, the Board and the Contractor have executed this Contract.

Date: _____

By: _____

Benton County, Board Chair

Date: 2/4/2026

By: Catherine Lagow

Catherine Lagow

ATTEST:

Date: _____

By: _____

Montgomery Headley

Benton County Administrator

APPROVED AS TO FORM AND EXECUTION:

Date: _____

By: _____

Assistant Benton County Attorney

Contract Appendix

Benton County Human Services

I Non-Discrimination

During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following, employment; upgrading; demotion or transfer; recruitment or recruitment training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

1. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. §2000e, et seq. which prohibits discrimination in employment because of race, color, religion, sex, or national origin.
2. Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.
3. The Rehabilitation Act of 1973, as amended, 29 U.S.C. §701, et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in, federally funded services or employment.
4. The Age Discrimination in Employment Act of 1967, as amended, and Minnesota Statute § 181.81, which generally prohibits discrimination because of age.

5. The Equal Pay Act of 1963, as amended, 29 U.S.C. §206 and Minn. Stat. § 181.66 through § 181.71, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
6. Minnesota Statute Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. Contractor shall provide a current certificate of compliance issued by the Commissioner of Human Rights pursuant to Minnesota Statute §363A.36, if applicable.
7. Minnesota Statute §181.59, which prohibits discrimination against any person by reason of race, creed, color in any state or political subdivision contract for materials, supplies or construction: Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the contract.
8. The Workforce Innovation and Opportunity Act of 2014, "WIOA", as amended and WIOA regulations.
9. Title IX of Educational Amendments of 1972, as amended which prohibits discrimination based on sex of blindness shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.
10. Patient Protection and Affordable Care Act Section 1557 is the nondiscrimination provision of the Affordable Care Act (ACA). The law prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in certain health programs or activities.

II Records Disclosure/Audit/Retention

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor for a minimum of six (6) years, pursuant to Minnesota Statute §16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Contractor shall also comply with the following financial requirements:

1. Use pre-numbered accounting documents for internal control over receipts, checks, and other related documents;
2. Segregate responsibilities: i.e. the person reconciling the bank statements shall not be the same person that issues the checks or handles receipting of cash;
3. Provide a statement indicating who is authorized to sign checks and checks shall not be signed by a signature stamp;
4. Reconcile bank statements on a monthly basis;
5. Provide annual verification of paid payroll taxes, unemployment taxes, and worker's compensation taxes; and,
6. Annually submit an audited financial statement with a corresponding management letter.

III Workers Health, Safety and Training

Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under the Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed, or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act", Minn. Stat. §182.65, et seq. where applicable.

IV Data Privacy

All data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the contract shall be subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor shall strictly comply with these statutes and rules as if it were a government entity provided that there shall be no duty on the part of Contractor to provide access to public data to the public if the public data are available from the County, except as otherwise required by the terms of the Contract. All subcontracts shall contain the same or similar data practices compliance requirements. The person employed by the Contractor to ensure compliance with the Minnesota Government Data Practices Act shall be Contractor's authorized representative, unless the Contractor's responsible authority is specified in the Contract, pursuant to Minn. Stat. §13.46, subd. 10(a)(4). The remedies available in Minnesota Statute §13.08 apply to the Contractor.

V Appeals

The Contractor shall assist the County in complying with the provisions of Minnesota Statute §256.045, Administrative and Judicial Review of Human Service Matters.

VI Reporting

Contractor shall comply with the provisions of the "Child Abuse Reporting Act," Minn. Stat. Ch. 260E, as amended, and the "Vulnerable Adult Reporting Act," Minn. Stat. §626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

VII Third-Party Beneficiary

Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorney's fees and cost and disbursements associated with any action taken under the paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party of the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. §245.466, subd. 3; Minn. R. 9525.1870, subd. 2).

VIII Psychotherapist

Contractor has and shall continue to comply with the provisions of Minn. Stat §604.20. et. seq., as amended, with regard to any currently or formerly employed psychotherapist and/or applicants for psychotherapist positions.

IX Independent Contractor Status

It is agreed by and between the parties to this contract that at all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the county. No statement contained in this contract shall be construed so as to find the contractor to be an employee of the county, and the contractor shall be entitled to none of the rights, privileges, or benefits of county employees except as otherwise may be stated herein.

X Indemnification and Liability

Contractor shall indemnify, hold harmless and defend the County of Benton, its officers, agents, commissioners, and employees against any and all liability, loss, costs, damages, expenses, claims or

actions, including attorney's fees which the County, its officers, agents, commissioners, and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of:

1. Any negligent or willful act of omission of Contractor, its agents, servants, officers, subcontractors, assignees, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or
2. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, subcontractor, assignee, or employee thereof; or
3. Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent, subcontractor, assignee, or employee thereof has undertaken or is furnished the care and services called for under this Contract; or
4. Any claim or cause of action in equity or for damages arising out of employment or alleged employment by Contractor or discrimination in Contractor's employment practices.
5. It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute Ch. 466 (Tort Liability, Political Subdivision) or other applicable law.

XI Insurance Requirements

Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the following insurance protection in the limits specified:

1. A general liability insurance policy, written on an Occurrence basis, with limits for Bodily Injury and Property Damage in an amount not less than \$1,500,000 for each occurrence, \$1,500,000 Personal Injury and Advertising Injury for each occurrence, \$4,000,000 Aggregate limit for Product Liability and Completed Operations liability claims and \$4,000,000 Aggregate for any number of claims. Such policy shall include Contractual liability coverage protecting the County, its commissions, officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Contractor and County, naming the County as an additional insured.

2. An Automobile liability insurance policy, if applicable, written on an Occurrence basis, in an amount not less than \$1,500,000 per accident for property damage and \$500,000 for bodily injury and/or damages to any one person or a combined single limit of \$1,500,000 for total bodily injuries and/or damages from any one occurrence, covering Contractor-owned, and non-owned and hired vehicles used regularly in the provision of services under this agreement. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
3. A Worker's Compensation insurance policy with limits as required by Minnesota Statute Section' 176.182 including Employees Liability coverage with limits not less than \$100,000 each accident, for Bodily Injury by Accident, \$100,000 each employee for Bodily Injury by disease and a \$500,000 total policy limit for Bodily Injury by Disease.
4. An umbrella or excess liability policy, written on an occurrence basis, may be used in conjunction with primary coverage limits to meet the above requirements. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
5. All insurance shall be placed with insurers with a current A.M. Best Rating of no less than A:VII.
6. Unemployment Compensation Insurance as required by law.
7. Prior to the effective date of this agreement and before work commences, Contractor shall provide evidence of all required coverage by furnishing an original Certificate of Insurance to the appropriate County Representative. Such Certificate shall be signed by a person authorized by the insurer to bind coverage and shall provide a minimum of 60 days advance written notice of intent to cancel, suspend or reduce coverage.
8. The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

XII Non-Assignment and Subcontracting

The Contractor shall not enter into any subcontract for performance under this contract nor assign any interest in this contract without the prior written approval of Benton County and subject to such conditions and provisions as Benton County may deem necessary. Contractor shall be responsible for the performance of all subcontractors under this contract.

XIII Conflict of Interest

Contractor guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of this contract.

XIV Income Tax Withholding Certificate

Pursuant to Minnesota Statute § 270C.66, final payment under this contract will be withheld until the contractor furnishes the County with proof that payments have been made of all outstanding withholding taxes, penalties, and interests. Proof shall be in the form of a certificate issued by the Commissioner of Revenue.

XV Personnel (Employees and Subcontractors) of the Contractor

The Contractor shall not be an individual, employ or subcontract with an individual, or use as a volunteer an individual who:

1. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or there is substantial evidence indicating that the individual has committed:
 - a. an act of physical abuse or sexual abuse as defined in Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors); and/or
 - b. an act of abuse as defined in Minn. Stat. §626.5572 (Reporting of Maltreatment of Vulnerable Adults).
2. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or a preponderance of the evidence indicates that the individual has committed:
 - a. neglect as defined in Minn. Stat. Ch. 260E or §626.5572 or abuse that is non-therapeutic conduct or illegal use of person or property as defined in Minn. Stat. §626.5572.

XVI Disabilities Act

In fulfilling its duties and responsibilities under this contract, Contractor shall comply with the Americans with Disabilities Act of 1990, Pub. L. 101-336, and ADA Amendments Act of 2008, Pub. L. 100-325, U.S.C.A. 12101, et seq. and regulations promulgated thereto.

XVII Survival Clause

Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination. Specifically, and without limitation, Section II, IV, V, X, XI and XIV.