



City of Sunfish Lake
City Council Agenda Report

3-j

DATE: October 14, 2025

TO: Mayor, City Council and Staff

FROM: Christy Wilcox, City Clerk/Administrator

SUBJECT: Joint Powers Agreement (JPA) for Recycling Coordinator Services with the City of Mendota Heights

BACKGROUND

In November of 2020, the City approved a JPA with the City of West St. Paul for Recycling Coordinator Services. This agreement includes the cities of Sunfish Lake, Mendota Heights and Lilydale.

In 2026, the City of Mendota Heights is planning to take over employment of the Recycling Coordinator, Courtney Selstad. This JPA will not change any services that have been provided over the years. As part of the administrative change, a new JPA is required. Attached is the updated JPA that has been reviewed by the City Attorney.

RECOMMENDED COUNCIL ACTION

Staff is recommending approval of the JPA with Mendota Heights and authorize the Mayor and City Clerk to execute said agreement.

ATTACHMENT

- JPA with Mendota Heights to provide Recycling Services

**JOINT POWERS AGREEMENT
TO PROVIDE RECYCLING SERVICES**

THIS AGREEMENT is made this _____ day of _____ 2025 by and among the Cities of **MENDOTA HEIGHTS, WEST ST. PAUL, SOUTH ST. PAUL, SUNFISH LAKE** and **LILYDALE** (hereinafter individually referred to as a “City” and collectively referred to as the “Cities”).

WHEREAS, Metropolitan counties are responsible for waste management policy and programs pursuant to Minn. Stat. §115A.551; and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS, the Dakota County Solid Waste Master Plan (Master Plan) governs all solid waste management in the County pursuant to Minn. Stat. § 115A.46; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County and the Cities each are governmental units as that term is defined in Minn. Stat. § 471.59;

NOW, THEREFORE, in consideration of the mutual promises and benefits the Cities shall derive from this Agreement, the Cities hereby enter into this Agreement for the purposes stated herein.

1. **AUTHORITY.** This Agreement is entered pursuant to Minnesota Statute § 471.59.
2. **PURPOSE.** The purpose of this Agreement is to provide recycling services for the Cities.
3. **WASTE ABATEMENT PROGRAM SERVICE.** The City of Mendota Heights shall implement a waste abatement program (“Program”) as described in the Dakota County Community Waste Abatement Grant Application (“Application”) for itself and the Cities of West St. Paul, South St. Paul, Sunfish Lake and Lilydale, attached hereto as Attachment A.

If either the City of West St. Paul, South St. Paul, Sunfish Lake, or Lilydale desire additional waste abatement services outside of those described in the Application, the City desiring the additional service(s) may enter into a separate agreement with Mendota Heights for those services and pay for those services with funds other than those awarded under any waste abatement grant.

4. FINANCE.

- A. The City of Mendota Heights shall act as the fiscal agent for the Cities and shall maintain a separate fund for the purpose of operating the Program. The City of Mendota Heights is authorized to pay Program expenses and receive reimbursements. For each calendar year of the Program, the City of Mendota Heights, following review and consultation with the other Cities, shall submit an application on behalf of the five Cities for a Dakota County Community Waste Abatement Grant.
- B. The City of Mendota Heights shall submit a reimbursement request that complies with the Dakota County Community Waste Abatement Grant Program Guidelines and Application and in the manner set forth in the COMMUNITY WASTE ABATEMENT GRANT AGREEMENT between Dakota County and the Cities.
- C. The City of Mendota Heights shall purchase equipment and supplies for the Program through procedures that are most beneficial to the Program. Contracts let and purchases made shall conform to statutory requirements applicable to the Cities.

5. CONTRIBUTIONS OF FACILITIES AND FUNDS BY CITIES.

- A. Each City shall determine which of its resources will be available to the Program, including specifically any facilities, equipment, funds or personnel to be made available for Program activities. As of the Effective Date, the Cities agree to a Shared Recycling Coordinator for purposes of performing the Services. The Cities shall use reasonable efforts to jointly resolve any work priority or performance conflicts with respect to the Recycling Coordinator, and any conflicts that cannot be resolved jointly will be resolved by Mendota Heights in its reasonable discretion. The Cities agree the Recycling Coordinator oversees the Program and intends to primarily work out of the Mendota Heights City Hall three days a week and West St. Paul City Hall two days a week, with the option to work remotely or flex time as outlined in the City of Mendota Heights Personnel Policy or as otherwise agreed to with the Mendota Heights Parks and Recreation Director/Assistant Public Works Director. The Cities will cooperate to establish a work schedule for the Recycling Coordinator.
- B. For such time as the Recycling Coordinator services are shared under this Agreement, the Recycling Coordinator will remain an employee of Mendota Heights. The City of Mendota Heights shall be solely responsible for the payment and provision of all wages, employee benefits, workers' compensation insurance, and the withholding and payment of applicable payroll taxes relating to the Recycling Coordinator. The Recycling Coordinator will be provided a Mendota Heights city-issued laptop computer and phone. The Recycling Coordinator shall follow all Mendota Heights Information Technology policies.

- C. The Cities anticipate that the Program will be fully funded by Dakota County with some City in-kind waste diversion activity or funding by each City as a percentage match determined by the County to the County's funding. This funding will support 0.7 FTE of the Recycling Coordinator's time. To meet their sustainability goals, the City of Mendota Heights will contribute additional funds to support the remaining 0.3 FTE of the Recycling Coordinators' time. Together, the Dakota County grant and contributions from the City of Mendota Heights will support 1.0 FTE.
 - D. The Cities will attempt to operate within the grant funding provided by Dakota County, but it is possible that the costs to operate the Program could potentially be higher than the grant funding provided. In the case of a grant funding shortage, Cities shall make up the funding deficit in the below manner for each situation described:
 - 1) If costs are higher than funding: Mendota Heights shall alert the Cities as soon as it is aware that the potential exists for a funding shortage and shall attempt to make modifications to the services that still meet the requirements of the Program to offset the shortage prior to the shortage occurring. If measures cannot be taken to address the shortage, the shortage shall be made up by the Cities according to the grant funding percentage allocated to or on behalf of each City in relation to the total grant funding received by the Cities (as determined by the County's grant funding allocation model).
 - 2) If a City doesn't provide its in-kind waste diversion activity or funds or accurately report it to Mendota Heights by required deadlines in accordance with County requirements, that City shall be responsible for any funding shortage associated with its lack of reporting or failure to provide its in-kind waste diversion.
6. **PERSONNEL.** The City of Mendota Heights shall establish standards and qualifications for its personnel. Mendota Heights' Recycling Services personnel shall be deemed employees of the City of Mendota Heights, not of the other member Cities. Mendota Heights personnel shall be responsible for carrying out the Program and the terms and conditions of the Application and any resulting grant. The Mendota Heights Parks and Recreation Director/Assistant Public Works Director will supervise the Recycling Coordinator with input from designated supervisory contacts in West St. Paul, South St. Paul, Sunfish Lake, and Lilydale.
7. **INSURANCE AND INDEMNIFICATION.**
- A. General Liability Insurance. Each individual City agrees to maintain in force comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04. Each City shall maintain public liability insurance coverage on the Public Resources made available for the Program. If any City is notified that its insurance is cancelled, it will immediately

notify the other Cities in writing. If any City is unable to obtain or keep in force at least the minimum coverage required by this paragraph, any City may withdraw from this Agreement after giving the other member Cities at least thirty (30) days written notice of its intent to withdraw. Insurance Coverage does not waive any of the Cities' protections under Chapter 466 of the Minnesota Statutes.

- B. Workers' Compensation Insurance. Each City shall be responsible for injuries to or death of its own employees. Each City shall maintain workers' compensation coverage or self-insurance coverage, covering its own employees while they are providing services pursuant to this agreement. Each City waives the right to sue any other City for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other City or its officers, employees or agents.
- C. Indemnification. Each party agrees to defend, indemnify and hold harmless (including reasonable attorney's fees) the other party, its officials, officers, agents, volunteers and employees from any liability, claims, demands, damages, personal injury, costs, judgments or expenses arising from any act or omission of the indemnifying party relating to the Project. No party shall be required to pay to any other party any amount as indemnification under this Agreement, whether arising pursuant to this Agreement, expressly, by operation of law or otherwise, in excess of the limits of liability applicable to the indemnifying party under Minnesota Statutes, Chapter 466, or in the event that Minnesota Statutes, Chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party. In those instances in which a party is directly liable for damages as well as for indemnification to any other party, the combined liability of the indemnifying party shall not exceed the limits of liability under Minnesota Statutes, Chapter 466 or, in the event that Minnesota Statutes, Chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party. The Cities agree that liability under this Agreement is controlled by Minnesota Statute § 471.59, subdivision 1a, and that the total liability for the participating cities shall not exceed the limits on governmental liability for a single entity of government as specified in Minnesota Statute § 466.04, subdivision 1. To the extent the services provided represent a joint undertaking of the parties, the total liability of the parties shall not exceed the liability limit of a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. No party agrees to accept liability for the acts or omissions of any other party.

8. DURATION.

- A. This Agreement shall commence as of the date of the last party to execute it and shall be on-going as provided herein.
- B. Any City may withdraw from this Agreement on December 31 of any year. Written notice of termination must be given to the other Cities at least ninety (90) days prior thereto.

- C. Upon a City's withdrawal from the Agreement or termination of the Agreement, any resources will be promptly returned to the City that provided a resource to the Program.
- D. In the event of written notification to withdraw, the remaining Cities shall meet to consider modifying the Agreement to continue without the withdrawing City or to terminate.
9. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement supersedes and repeals all prior agreements among the Cities related to the recycling service. Any amendments to this Agreement must be in writing and executed by both parties.
10. **APPLICABLE LAW.** This Agreement shall be interpreted under the laws of Minnesota.
12. **NOTICES.** Any notices required under this Agreement must be personally delivered or mailed to:
- City of Mendota Heights
Meredith Lawrence, Parks and Recreation Director/Assistant Public Works Director
1101 Victoria Curve
Mendota Heights, MN 55118
- City of West St. Paul
Eric Weiss, Director of Parks, Recreation, and Environment
1616 Humboldt Ave
West St. Paul, MN 55118
- City of South St. Paul
Monika Miller, Associate Planner
125 3rd Avenue N
South St. Paul, MN 55075
- City of Sunfish Lake
Christy Wilcox, City Clerk/Administrator
P.O. Box 18281
West St. Paul, MN 55118
- City of Lilydale
Mary Tollefson, City Administrator/City Clerk/Treasurer
1011 Sibley Memorial Hwy
Lilydale, MN 55118
13. **SEVERABILITY.** Should any part of this Agreement be deemed illegal or non-binding by a court of law, the remainder of the Agreement shall remain in effect.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. INCORPORATION OF RECITALS. The Recitals at the beginning of this Agreement are each true and correct, and are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Cities hereto have caused this Agreement to be executed by their respective duly authorized officers.

[Remainder of page left blank intentionally; Signature Page follows]

SIGNATURE PAGE FOR JOINT POWERS AGREEMENT TO PROVIDE RECYCLING SERVICES

Dated: _____

CITY OF MENDOTA HEIGHTS

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF SOUTH ST. PAUL

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF WEST ST. PAUL

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF SUNFISH LAKE

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF LILYDALE

BY: _____
Its Mayor

AND _____
Its City Clerk

Dakota County Community Waste Abatement Grant Program 2026 Guidelines

I. Grant Overview

- A. Municipalities in Dakota County have responsibilities to establish and maintain comprehensive local waste abatement programs to support implementation of the Dakota County 2024-2044 Solid Waste Management Plan (Management Plan). Dakota County provides educational, financial, and technical assistance to municipal governments to aid local waste abatement programs. The Dakota County Community Waste Abatement Grant Program (Program) assists municipalities with waste abatement expenses.

II. Grant Eligibility

- A. Dakota County municipalities are eligible for the Program, excluding Dakota County townships and the cities of Coates, Empire, Hampton, Miesville, New Trier, Randolph, and Vermillion.
- B. Municipalities, other than those listed above, with fewer than 1,000 households are eligible for limited funding in specific categories.
- C. To be eligible for Municipal Facilities funding, municipality must have at least one municipal facility to verify or at least one employee to educate, other than the municipality's primary contact for the Program (Municipality Primary Contact).
- D. To be eligible for Multiunit Recycling funding, municipality must have multiunit residential housing.

III. Grant Funding Allocation and Match

- A. Funding amounts are determined annually by the County Board of Commissioners.
- B. Base Funding: Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections.
- C. Supplemental Funding: Optional Supplemental Funding is allocated for multiunit recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, organics planning, and gap funding.
- D. Matching Funds: Eligible municipalities must provide a 25% match of the total reimbursed grant funding amount (Base Funding plus Supplemental Funding) through a cash match, in-kind contribution, or combination thereof, to pay for any activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing). Any expenses that are not listed in these guidelines as Eligible Expenses are ineligible for matching funds unless pre-approved by the County Liaison.

- E. Fund Eligibility Limits and Flexibility: a fund allocation maximum is set for each Base and Supplemental Funding grant category to align funding levels with Solid Waste Management Plan priorities, diversion potential, and other criteria, as defined in the Fund Allocation document. Fund allocations may be adjusted from one category to another, up to 10% per category, while not exceeding the total fund allocation for a given year, with prior written approval from the County Liaison. Funds cannot be moved into or out of Organics Planning.

IV. Grant Application Instructions

- A. Conduct a planning process with communications, facilities, and event recycling staff and others who will be responsible for coordination and implementation, to collectively determine that activities included in the Application and Application Budget are feasible, realistic, and achievable.
- B. Complete the Application and the Application Budget, excluding areas for reporting.
- C. Include primary contact, secondary contact, and application reviewers for each municipality participating in the grant agreement.
- D. Use whole numbers for staff hours included in Application Budget.
- E. If multiple municipalities submit one Application, the Application Budget must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- F. Submit Application and Application Budget by October 1, 2025 to County Liaison for review. Email to: gena.gerard@co.dakota.mn.us.
- G. Finalize Application with County Liaison and collect signature of authorized representative.
- H. Submit signed Application to County Liaison for approval. Email to: gena.gerard@co.dakota.mn.us.
- I. Obtain Grant Agreement from Dakota County.
- J. Execute Grant Agreement.

V. Funding Requests

Part 1: Base Funding Request (Required)

1. Grant Administration

Required Activities:

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.

- B. Ensure named Municipality Primary Contact is properly trained to fulfill grant responsibilities by attending the Dakota County Recycling Ambassador course.
- C. Participate in solid waste management training to support effective implementation of grant activities, including at minimum:
 - 1. Annual RAM/SWANA conference
 - 2. Association of Recycling Managers (ARM) meetings
 - 3. Annual ARM workshop
- D. Ensure Municipality Primary Contact attends the six Program meetings hosted by Dakota County.
- E. Refer businesses, schools, multiunit properties, and other organizations to county Program Managers to coordinate all requests for resources (e.g., education, containers, labels).
- F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:
 - 1. Share city license list of any vape/tobacco stores with County Liaison for purposes of county education on proper used vape/battery management.
 - 2. Update local codes as appropriate to be consistent with and no less restrictive than County Ordinance 110.
- G. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- H. Submit reimbursement requests by county deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

Optional Activities:

- I. Participate in the annual RAM compost bin sale.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Solid waste training and professional memberships to support effective implementation of Base Funding or Supplemental Funding activities.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Residential Communications

Required Activities:

- A. Mail county-developed articles on each of the following themes to all residential households, with a half page minimum per topic:
 - 1. Home recycling
 - 2. Household hazardous waste management (The Recycling Zone)
 - 3. Food scraps reduction or management
 - 4. Reduce/reuse opportunities
- B. Post at least one county-developed waste abatement social media message per month using county-provided messaging (e.g., county messaging toolkit, share county media posts).
- C. Request county approval of any proposed modifications to county-developed articles or social media posts at least two weeks before the municipal deadline for printing or publishing.
- D. Stock brochure racks at city-owned/operated facilities with county-provided waste abatement print materials (i.e., What Goes Where guides, Fix-It-Clinic flyers, etc.).
- E. Expand waste abatement outreach to engage diverse/underserved residents including use county translated waste abatement messaging/materials as appropriate.
- F. Maintain waste management information on the municipal website following county guidance in coordination with the County Liaison, keeping information and links current.
- G. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- H. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Percentage of cost for design, production, and postage for municipality newsletter devoted to waste abatement articles on topics listed in Required Activities above using county standardized messaging articles and images.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. Municipal Facilities

Required Activities:

- A. Provide verification of best waste management practices and recycling compliance at least once annually, by visually inspecting and reporting status using the Municipal Facilities Recycling Tool.
- B. Provide county-required recycling educational messaging to each municipal employee, volunteer, tenant, and custodial/housekeeping staff who generates and sorts trash and recycling, within 30 days of hire and at least annually thereafter.
- C. Conduct in-person training on recycling requirements for municipalities with city personnel who are responsible for (a) recycling container placement and monitoring on city-owned/operated property, (b) emptying trash, recycling, and organics containers on city-owned/operated property, (c) handling event permits or facility rental applications, and (d) staffing events subject to city recycling requirements.

Optional Activities:

- D. Conduct tours of recycling, composting, or landfill facilities to educate municipal leaders and employees about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Copying and printing waste abatement education materials for municipal employees and vendors, using county messaging standards.
- C. Fees for tours of recycling, composting, or landfill facilities.
- D. Interpretive services.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Special Collections

Required Activities:

- A. Implement collections of all of the following materials that are challenging for residents to recycle or compost, using the method specified, with an independent collection for each city having 1,000 households or more and a co-collection for each city having fewer than 1,000 households (i.e., in collaboration with an adjacent city):
 - 1. Holiday lights: free collection for recycling during and after winter holidays

2. Mattresses and box springs: drop off discount for recycling and reuse, curbside pickup discount for recycling and reuse, or one-day collection, with reuse required for materials in good condition
 3. Paper: free collection for shredding and recycling confidential documents
 4. Pumpkins: free collection for composting after Halloween
 5. Scrap metal: free or partly-subsidized collection for recycling if city hosts a cleanup day
- B. Implement a free collection of yard signs for recycling after fall elections, as a single-city or multi-city event (i.e., in collaboration with one or more adjacent cities).
 - C. Promote all city-led special collections through social media, videos, e-news, print media, or other outreach/media channels, specifying how materials will be managed (i.e., recycling, reuse, or both).
 - D. Request and report weights, cubic yards, or number of units for each material collected, as specified on the county reporting tool.
 - E. Coordinate timing of special collections with County Liaison to prevent duplication of effort, timing overlap, conflicting messages, pricing conflicts, and confusion for residents.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., for collection of materials listed above).
- B. Vendor services, less resident fees, to collect materials listed above with confirmed delivery to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Equipment (e.g., grabbers) and personal protective equipment for volunteers working on collections for materials listed above.
- F. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

Part 2: Supplemental Funding Request (Optional)

5. Multiunit Recycling

Required Activities:

- A. Provide technical assistance for participants in the Dakota County Multiunit Recycling Program by:
 - 1. Conducting broad-based outreach through multiple communication channels
 - 2. Reaching out to an agreed-upon number of potential new participants and past participants in coordination with the County Liaison
 - 3. Responding to requests for assistance
 - 4. Completing needs assessments, applications, and data-collection mechanisms
 - 5. Implementing infrastructure and education plans
 - 6. Advancing site-specific solutions for increased waste diversion, waste reduction, and reuse
- B. Maintain an annually updated list of addresses and contacts for multiunit properties that are eligible for the Program, and share with Dakota County.
- C. Provide an annual mailing about Program resources to multiunit property managers and/or owners in coordination with County Liaison.

Optional Activities:

- D. Coordinate with the County Liaison to revise multiunit recycling mechanisms (e.g., business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) and municipal planning and construction procedures to support recycling in new or remodeled buildings (e.g., recycling chutes, adequate space), consistent with city recycling codes and county ordinances.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

6. Reduce/Reuse Activities

Required Activities:

- A. Host a free drop box for donations of reusable athletic equipment if there are no permanent physical locations to reuse (e.g. donate, buy, sell, exchange) within the city.
- B. Promote existing reuse opportunities for athletic equipment, furniture, and building materials (e.g., curbside pickup, drop-off, online exchange, other), through two or more of the following: social media, videos, e-news, print media, or other outreach/media channels.
- C. Promote city-led reuse opportunities for optional materials in (H) through at least one outreach/media channel.

- D. Obtain and report weights for each material collected, donated, or exchanged, as specified on the county reporting tool.
- E. Ensure that usable leftover items are donated or reused after each city-led reuse opportunity, to the extent possible.
- F. Track and report number of people participating in all staffed reuse activities by monitoring participation using a sign-in sheet or clicker.
- G. Provide updates to the online Dakota County Reduce & Reuse Map.

Optional Activities:

- H. Implement free or low-cost reuse opportunities (e.g., swap event, collection for donation, curbside pickup discount, drop box) for materials that are challenging for residents to reuse, along with an interactive educational activity for in-person events (i.e., as described in 7A), using the best method of reuse based on data available. Preference must be given to materials and methods that meet all of the following criteria, with priority given to building materials and furniture, and a limit of one activity per city for materials that do not meet these criteria:
 1. Significant diversion – at least 0.5 ton per event or activity
 2. Fills a gap – no permanent physical location to reuse (e.g., donate, buy, sell, exchange) within the city
 3. Convenient and accessible – including consideration for transportation and physical barriers
 4. Confirmed reuse outlet and end use
 5. Does not duplicate, interfere, or compete with private sector services
- I. Attend Reuse Minnesota meetings.
- J. Attend Responsible Public Purchasing Council meetings.
- K. Switch to reusable dishware (e.g., washable dishes and silverware) at permanent city-owned facilities.
- L. Provide and collect reusable dishware (e.g., washable baskets, cups) at community events on city property with at least 300 attendees to reduce single-use products use.
- M. Provide assistance at Dakota County Fix-It Clinics held in the city, if applicable.
- N. Host residential reduce, reuse, or repair education classes using county messaging, ensuring all hired educators are approved in advance by the County Liaison, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), table interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
- O. Facilitate changes to municipality policies to increase reuse opportunities in the community (e.g., clothing drop box prohibitions, rental companies, and secondhand stores) or internal operations (e.g., office supplies, equipment).
- P. Other as approved by County Liaison (e.g., repair event or coupon).

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities described in Required and Optional Activities above).
- B. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day, event, or permanent collection option (drop-off site, curbside collection) with confirmed delivery to a reuse, recycling, or organics facility.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Reuse training and professional memberships to support effective implementation of reduction/reuse activities.
- E. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- F. Consultant services or stipend for an individual, organization, or group to provide assistance.
- G. Washable dishware to replace single-use products, as described in Optional Activities above.
- H. Dishwasher up to \$2,000 at city-owned facilities, including dishwashing carts and racks; must be Energy Star qualified.
- I. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in reduce/reuse activities described above.
- J. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

7. In-Person Education

Required Activities:

- A. Provide resident waste abatement education at events or gatherings, in person or online, to educate at least 1% of the municipality's population through interactive activities between city staff and residents (e.g., ed kits, games, conversations, teaching, presentations), on all four of the following topics, with a focus on one or two topics per event; does not include display views or brochure distribution:
 - 1. Home recycling
 - 2. Residential food scraps drop site(s)
 - 3. The Recycling Zone services
 - 4. Local reduce/reuse opportunities (e.g., repair)

- B. Promote city-led education opportunities in (A) through at least one outreach/media channel.
- C. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course and using current county messaging.
- D. Ensure all professional educators who implement In-Person Education activities are approved in advance by County Liaison.
- E. Use county education materials, display materials, and presentation slides.
- F. Coordinate with County Liaison for any education requests in schools, businesses, and multiunit residences.
- G. Expand waste abatement outreach to engage diverse/underserved residents including using county translated waste abatement messaging/materials as appropriate.
- H. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal tabling activity interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).

Optional Activities:

- I. Conduct tours of recycling, composting, or landfill facilities to educate residents about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., only activities described in Required and Optional Activities above; does not include brochure distribution, or any activities lacking an educational in-person or online face-to-face interaction and direct learning experience).
- B. Tablecloths, table runners, banners, signage, sign boards, stands, brochure holders, and other materials needed for engagement and education.
- C. Event, booth, and room rental fees.
- D. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- E. Fees for tours of recycling, composting, or landfill facilities.
- F. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in education activities described above.
- G. Consultant services or stipend for an individual, organization, or group to provide assistance.

- H. Interpretive services.
- I. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

8. Event Recycling

Required Activities:

- A. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city-owned property:
 - 1. Contact and assist city event coordinators to plan and implement recycling collection.
 - 2. Provide an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow, along with proper bags and signage.
 - 3. Provide required county waste abatement messaging to educate vendors, volunteers, and custodial staff about event recycling requirements.
- B. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at household parties (i.e., non-city events) upon request.
- C. Update two or more municipal forms (e.g., event permit, event vendor agreement, facility rental agreement) using county model messaging to include recycling requirements for events, tournaments, and festivals, consistent with city codes and county ordinance.

Optional Activities:

- D. Add waste abatement infrastructure (i.e., recycling and organics containers, lids, labels, and signage) in municipality-controlled facilities (e.g., buildings, parks, and roadways) where containers are needed and have not yet been placed, (i.e., replacing containers is an ineligible expense) using the county-developed container purchasing checklist.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. X-frame containers, X-Frame bags for recyclables, grabbers, green five-gallon buckets, signage, promotion, and other materials necessary for successful project implementation at events.
- C. Recycling hauling services of collected materials from city events, tournaments, and festivals, with confirmed delivery to a facility licensed to manage the material.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Recycling and organics containers or multi-stream containers, lids, lanyards, and labels/signage necessary to fulfill Optional Activities described above, consistent with the county-developed

container purchasing checklist. Trash receptacles are only eligible as part of a multi-stream container (i.e., the Program does not fund stand-alone trash containers).

- F. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

9. Organics Planning

Optional Activities:

- A. Support research and planning for residential curbside organics collection.
- B. Support research and planning for new organics drop sites.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

10. Gap Funding

Required Activities:

- A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County Liaison approval.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities.
- B. Expenses for completion of projects that are eligible, as defined in Required Activities, Optional Activities, and Eligible Expenses sections.
- C. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

VI. Ineligible Expenses

The following expenses are ineligible for funding:

- A. Expenses that are not specified as an eligible expense above, unless written approval has been obtained from the County Liaison.
- B. Expenses related to non-waste abatement waste issues (e.g., energy, water, sustainability).
- C. Expenses related to land disposal of materials, and collection and management of banned materials, trash, hazardous and household hazardous waste and business waste, unless specifically identified above (e.g., residential compact fluorescent bulb collection, multi-stream containers).
- D. Expenses related to city code amendments and enforcement (e.g., code compliance administration, inspections).
- E. Municipality-generated waste management.
- F. Infrastructure purchases (e.g., containers, bags) as part of Organics Planning.
- G. Dishwasher replacement, electrical costs, and plumbing costs related to dishwasher installation.
- H. Design/print of education and communications print materials not described above, unless prior written approval has been obtained from the County Liaison.
- I. Translation services.
- J. Out-of-state meals, travel, and lodging.
- K. Office supplies and equipment including phone charges, website host fees, and consultant fees.
- L. Installation and labor costs related to equipment purchase, service costs or plans such as extended warranties, and replacement of existing equipment such as dishwashers, refrigerators/freezers, and water filling stations.
- M. Extended leave, defined as a formal leave of absence for a special circumstance (e.g., childbirth, caring for an ill family member, health condition, military leave) approved by the city, for voluntary or mandatory (e.g., performance) reasons.

VII. Reporting and Reimbursement

Required Activities:

- A. By July 15, 2026, municipality shall submit a mid-year report and reimbursement request form for the first six months of 2025, on forms provided by the County Liaison.
- B. By January 15, 2027, municipality shall submit a final report and reimbursement request form for the last six months of 2026, on forms provided by the County Liaison.

- C. Mid-year and final reports shall include time spent on each category, and for each city if applicable, for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities during the reimbursement period.
- D. Report and reimbursement request forms must be signed by the Authorized Representative (i.e., contract signatory) for the grant agreement, or by other designee who is independent of municipality personnel who work directly on the planning, implementing, promoting, and reporting of eligible activities.
- E. Reimbursement requests must be for eligible expenses, less revenues or other monies received, incurred in connection with the performance of grant activities.
- F. Reimbursement requests must be supported by documentation that includes expense dates, vendors, items purchased, and amounts – such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software – itemizing all expenses related to the grant, including salary and benefits, with photos of purchased containers and placement, in-person education events with tables, and special collections for recycling, organics, or reuse. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.
- G. Salary and benefits cannot exceed the total amount budgeted for salary and benefits in the Application unless reasonable justification is provided and approved by County Liaison in advance.
- H. Activities outlined in the Application and contained in the Grant Agreement represent municipality's obligations, and it is the county's expectation that the Grant Agreement will be fully implemented. Municipality must contact County Liaison to make workable adjustments as needed during the contract period and proactively address any implementation challenges as they arise.
- I. Changes to Application activities and related expenses require prior approval from the County Liaison, as described in the Grant Agreement.