



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: Paige Marschall Bigler, Recreation Programming Specialist and Violet Penman, Solid Waste & Recycling Coordinator
Date: December 4, 2023
Item: Dakota County Community Waste Abatement Grant Program

Council Action Requested: It is recommended that the City Council authorize the submittal of the 2024 Dakota County Community Waste Abatement Grant Program Agreement. Mayor Fasbender's signature is requested where indicated on page 7 of the attached Community Waste Abatement 2024 Grant Agreement.

Background Information: Each year the City receives funding from Dakota County to assist with the promotion, activities and administration of the Community Waste Abatement Grant Program, formerly known as the Community Funding Grant and JPA. Currently, the administration of this program rests with Violet Penman, who is an employee of Rosemount working to administer the program to the cities of Hastings, Farmington, and Rosemount. Program funding is used to support a broad scope of waste and recycling activities including paper shredding events, the pumpkin collection, swaps, holiday light collections, etc.

Financial Impact: The total expected grant dollars for reimbursement is \$118,300.35 in 2024, which accounts for funding allocated to the cities of Hastings (\$41,580.16), Farmington (\$36,657.30), and Rosemount (\$40,062.89). The City of Rosemount shall act as the fiscal agent for the Cities and is authorized to pay program expenses and receive reimbursements. Thus, the City of Hastings will have minimal interaction with program expenses and reimbursements. Dakota County requires two reports and reimbursement requests in July 2024 and January 2025.

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments:

- Community Waste Abatement 2024 Grant Agreement
- Community Waste Abatement Grant Program 2024 Guidelines
- Community Waste Abatement Grant Program 2024 Application
- Community Waste Abatement Grant Program 2024 Insurance Terms

**COMMUNITY WASTE ABATEMENT
2024 GRANT AGREEMENT**

VIII-13

This Community Waste Abatement Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and City of Rosemount, itself and acting as the fiscal agent for the cities of Farmington and Hastings (Grantees).

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (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 Master Plan governs all solid waste management in the County (Minn. Stat. § 115A.46); and

WHEREAS, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Master Plan (Minn. Stat. § 115A.46); and

WHEREAS, the Master Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, by Resolution No. 19-577 (June 18, 2019), the Dakota County Board of Commissioners approved the Community Waste Abatement Grant Program; and

WHEREAS, funding amounts are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, the Grantee agrees to perform all activities described in this Agreement and Dakota County Waste Abatement Community Grant Program Exhibits 1 (Guidelines) and 2 (Application)(collectively referred to as the “Exhibits”) to the satisfaction of the County.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the Grantees agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to provide grant funding to eligible municipalities to implement solid waste abatement activities as described in this Agreement and the Exhibits.
2. **ELIGIBILITY.** Eligible municipalities include Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Lilydale, Mendota, Mendota Heights, Rosemount, South St. Paul, Sunfish Lake and West St. Paul.
3. **PARTIES.** The parties to this Agreement are the County and Grantees, collectively referred to as the “parties”.
4. **TERM.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall commence on January 1, 2024, through December 31, 2024, (grant calendar year) for the purposes of completing activities identified in Exhibit 2 and shall continue until April 1, 2025, for the purpose of reimbursement, unless earlier terminated by law or according to the provisions of this Agreement.
5. **GRANTEES OBLIGATIONS.** The Grantees shall:
 - A. Develop, implement, and operate a local comprehensive landfill abatement program that complies with the Master Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and the Exhibits.
 - B. Fulfill all responsibilities for Base and, if applicable, for Supplemental Funding as outlined in Exhibit 1.
 - C. Report time, expense, and performance pursuant to responsibilities set forth in this Agreement using County report forms (Exhibit 2) and additional agreed-upon reporting tools provided by the County Liaison.
6. **ELIGIBLE AND INELIGIBLE EXPENSES.** Grantees may use allocated funds only on eligible items as identified in Exhibit 1 and completed within the calendar year of this Agreement. Other waste abatement expenses may be eligible with prior written approval from the County Liaison.

- 7. **FUNDING AMOUNT.** Grantees receive performance-based funding in part from a pass-through grant from the State. Funding amounts are contingent upon available State and County funds, and reflect the funding levels approved by the County Board as part of the annual budget. Base Funding is allocated for administration, residential communications, municipal facilities/parks verification and employee education, and special collections. Optional Supplemental Funding is allocated for multifamily recycling, additional special collections, reduce/reuse activities, in-person education, event recycling/organics collection, and to meet funding gaps in eligible grant categories. The allocated funding for the Grantees, or the fiscal agent of a legal entity acting on its behalf, shall be in the total amount not to exceed \$118,300.35, as set forth in Exhibit 2.
- 8. **FUNDING MATCH.** Grantees shall provide a 25% match of the total reimbursed grant funding amount through a cash match, in-kind contribution, or combination thereof, to pay for any new or ongoing activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing).
- 9. **FUNDING SOURCE ACKNOWLEDGEMENT.** Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- 10. **RECORDS.** The Grantees shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Grantees shall manage funds in a dedicated bank account, maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- 11. **PERFORMANCE REPORTING AND REIMBURSEMENT.** Grantees shall report performance of responsibilities set forth in this Agreement and the Exhibits on a report form provided by the County. Grantees may request reimbursement for eligible expenses, less revenues or other funds received, incurred in connection with the performance of activities in accordance with this Agreement and the Exhibits on a reimbursement form provided by the County.
 Reimbursement requests must be submitted to the County Liaison by July 15 of the grant calendar year and by January 15 following the grant calendar year. The Grantees must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the Grantees have submitted complete documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.
 Reimbursement requests must be supported by documentation 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. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.
 Reimbursement request payment will not be made for activities with incomplete documentation. Complete reimbursement requests are reviewed by the County Liaison. Payment for approved reimbursement requests will be made to the Grantees within 30 calendar days of approved reimbursement request submissions. Reimbursements will be made for approved expenditures incurred within the grant calendar year. No reimbursements will be made for reimbursement requests received after February 15 following the grant calendar year.
- 12. **FAILURE TO PERFORM.** Upon review of each Grantees report, the County Liaison will notify the Grantees in writing of any unsatisfactory performance. Reimbursements will be authorized only for activities performed to the satisfaction of the County within the terms of this Agreement.
- 13. **AMENDMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve modifications to the Funding Amount as requested by the Grantee, as long as the amount payable does not exceed the amount allocated in Section 7 and so long as the proposed modifications are consistent with the Agreement and Exhibits. The County Liaison shall have the authority to approve modifications to the Application activities and related expenses up to the Funding Amount, as requested by the Grantees, so long as the proposed modifications are consistent with the Program Guidelines, Agreement, and Exhibits.
- 14. **PROPERTY.** Upon termination of this Agreement or unless otherwise specified, any eligible infrastructure purchased by the Grantees or by the County and provided to the Grantees to fulfill Grant obligations shall be the sole property of the Grantees.

15. INDEMNIFICATION. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and Grantees. The provisions of this section shall survive the expiration or termination of this Agreement.

16. AUTHORIZED REPRESENTATIVES: The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. The parties shall provide written notification to each other of any change to the Authorized Representative. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Nikki Stewart, Director, or successor
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE GRANTEES

Jeffery Weisensel, or successor, Mayor
Joshua Hoyt, or successor, Mayor
Mary Fasbender, or successor, Mayor

17. LIAISONS. To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Grantees. The County and the Grantees shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON

Gena Gerard
Senior Environmental Specialist
952-891-7021
gena.gerard@co.dakota.mn.us

GRANTEES LIAISON

Violet Penman
Solid Waste & Recycling Coordinator
612-268-9097
violet.penman@rosemountmn.gov

18. TERMINATION, GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. In addition, notification to the County or the Grantees regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

19. TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Grantee by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

20. USE OF CONTRACTORS. The Grantees may engage contractors to perform activities funded pursuant to this Agreement. However, the Grantees retain primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the Grantees from any of its obligations under this Agreement. If the Grantees engages any contractors to perform any part of the activities, the Grantees agree that the contract for such services shall include the following provisions:

- A. The contractor must maintain all records and provide all reporting as required by this Agreement.
- B. The contractor must defend, indemnify, and hold harmless and save the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- C. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
- D. The contractor must be an independent contractor for the purposes of completing the contracted work.
- E. The contractor must acknowledge that the contract between the Grantees and the contractor does not create any contractual relationship between County and the contractor.
- F. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- G. The contractor must use County toolkits (i.e., text, content, images) and follow the County's Waste Abatement Education and Outreach Style Guide to provide standardized messaging.

21. COMPLIANCE WITH LAWS/STANDARDS. The County and Grantees agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible, including but not limited to Minn. Stat. § 115A, which requires cities to collect recyclable materials at all facilities under their control, wherever trash is collected, and to transfer the recyclable materials to a recycler.

22. EXCUSED DEFAULT – FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

23. CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.

- A. **In General.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- B. **Waiver.** Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

24. RECORDS RETENTION AND AUDITS. Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

25. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Grantees.

26. ASSIGNMENT. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.

27. GOVERNMENT DATA PRACTICES. For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. VIII-13

28. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

29. MERGER. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

30. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

31. ELECTRONIC SIGNATURES. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

This Agreement may be executed in one or more counterparts, each of which so executed and delivered counterparts is original, and such counterparts, together, shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

CITY OF ROSEMOUNT
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

By: _____
Signature line

Date of signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Date of signature: _____

APPROVED AS TO FORM:

/s/ Dain L. Olson _____ 11/14/23
Assistant County Attorney/Date
KS-23-283-001

Attest: _____

Dakota County Contract #DCA20997
County Board Res. No. 19-577

Title: _____

Date: _____

CITY OF FARMINGTON

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____

Signature line

Printed Name: _____

Title: _____

Telephone: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF HASTINGS

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____

Signature line

Printed Name: _____

Title: _____

Telephone: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

Dakota County Community Waste Abatement Grant Program 2024 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 Solid Waste Master Plan (Master 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 with fewer than 1,000 households are eligible for limited funding in specific categories.
- C. To be eligible for Municipal Facilities Verification and Education funding, municipality must have at least one municipal facility to verify or at least one employee to educate, other than the municipal Liaison.
- D. To be eligible for Multifamily Recycling funding, municipality must have multifamily 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 multifamily recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, and gap funding.
- D. Matching Funds: Cities 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 the 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 Master Plan priorities, diversion potential, and other criteria, as defined in the Fund Allocation document. Fund allocations may be adjusted across grant categories, up to 10%, while not exceeding the total fund allocation for a given year, with prior written approval from the County Liaison.

IV. Grant Application Instructions

- A. Conduct a planning process with city staff and others who will be responsible for coordination and implementation, to collectively determine which activities are feasible, realistic, and achievable.
- B. Complete all pages of the Application, excluding shaded areas for reporting.
- C. Use whole numbers for hours included in Cost Basis Calculations.
- D. If multiple municipalities submit one Application, the Application must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- E. Submit Application by October 1, 2023 to Dakota County for review. Email to: gena.gerard@co.dakota.mn.us.
- F. Finalize Application and collect signature of authorized representative (i.e., authorized contract signatory).
- G. Submit signed Application to Dakota County for approval. Email to: gena.gerard@co.dakota.mn.us.
- H. Obtain Grant Agreement from Dakota County.
- I. Execute Grant Agreement.

V. Funding Requests

Part 1: Base Funding Request (Required)

1. Grant Administration and Master Plan Support

Minimum Grant Requirements

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.
- B. Identify and ensure new municipal Liaison(s) is properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course as approved by the County Liaison.
- C. Participate in solid waste management training including, at minimum, the annual RAM/SWANA conference, Association of Recycling Managers (ARM) regional meetings, and annual ARM workshop, to support effective implementation of responsibilities.
- D. Ensure municipal Liaison(s) attends the six Program meetings hosted by the County Liaison.
- E. Refer persons, groups, and organizations to County Program Managers (e.g., businesses, multifamily residences, schools) for all requests for resources (e.g., education, containers, labels).

- F. Provide reasonable support to implement the Solid Waste Master Plan, including but not limited to:
1. Participate in the Solid Waste Management Plan revision process (e.g., attend city meetings or other engagement methods for municipalities).
 2. Participate in County meetings to coordinate event and multifamily programming related to County Ordinance 110, if requested.
 3. Coordinate with the County Liaison to develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events, tournaments, and festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement), consistent with city codes and County Ordinance 110.
- G. Maintain current waste management information on the municipal website:
1. Describe city solid waste collection requirements for haulers (i.e., licensing requirements) and hauler collection information (e.g., allowable collection days and time of day) for residents and commercial generators
 2. Describe city solid waste collection requirements for generators, including commercial generators, events, and multifamily properties;
 3. Post the County's standardized messages for residential recycling materials (i.e., the yes/no "what to recycle" list); and
 4. Coordinate with County staff for municipal website content and links to Dakota County website pages (e.g., Dakota County Recycling Requirements, the Recycling Guide, The Recycling Zone, Residential Recycling, Business Recycling, Multifamily Recycling, School Recycling, Event Recycling, Reuse Map, and Environmental Education Resources).
- H. 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.
- I. Submit reimbursement requests by County deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

Eligible Expenses

- A. Salary, benefits, and mileage of municipal personnel, full-time and temporary, 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, excluding out-of-state travel and lodging.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Residential Communications

Minimum Grant Requirements

- A. Provide County standardized articles with images to all residents of single-family and multifamily dwellings in Municipality-mailed newsletters on each of the following topics, with full pages preferred and a half page required at a minimum:
 1. Home recycling;
 2. Residential services at the Recycling Zone;
 3. Residential organics drop-off site(s); and
 4. Local reduce/reuse opportunities for residents (e.g., local donation and exchange options, County online Dakota County Reduce & Reuse Map, County Fix-It Clinics).
- B. Promote County staff-developed electronic media messages (e.g., website, social media, e-news) about solid waste and household hazardous waste management, including but not limited to all priority waste abatement topics listed in section A above, using County messaging.
- C. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- D. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- E. Submit written residential waste abatement information to County Liaison for review at least three business days before printing.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, 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 Requirements above using County standardized messaging articles and images, or to mail County waste abatement materials to new residents in coordination with the County.
- C. Outreach media usage fees (e.g., advertisements, videos, billboards, radio, theater, television, e-news, and social media) for waste abatement standardized messaging.
- D. Consultant/contract services or stipend for an organization or group to provide assistance.
- E. Translation services if approved in advance by County Liaison.
- F. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. Municipal Facilities/Parks Verification and Education

Minimum Grant Requirements

- A. Ensure collected recyclables and organics generated at municipal facilities/parks are delivered to the respective licensed facility, or to another facility approved by the County Liaison.
- B. Provide monitoring and verification of recycling requirements and best waste management practices at least once annually, by:
 1. Reporting on status of compliance with Dakota County Ordinance 110 using the Commercial Report Form or another tool provided by Dakota County, to verify recycling programs for facilities under the municipality's control collect the Designated List of Recyclables wherever trash is collected and follow best waste management practices;
 2. Optional: Visually inspecting waste management at all municipality-controlled facilities, including parks.
- C. Provide County standardized solid waste abatement messaging about recycling in municipal buildings, in print or electronic format, to each municipal employee, volunteer, tenant, and custodial/housekeeping staff annually, and other people responsible for sorting, collecting, or transporting waste to external carts or dumpsters, within 30 days of a new hire or new tenant, and within 30 days of a substantive change to your recycling or waste program.
- D. Optional: Conduct in-person training on Ordinance 110 requirements with city personnel who are responsible for (a) recycling container placement and monitoring on city property, (b) emptying trash, recycling, and organics (if collected) containers on city property, (c) handling event permits or facility rental applications, and (d) staffing events subject to Ordinance 110.
- E. Optional: Add waste abatement infrastructure (i.e., recycling and organics containers and labels or signage) in municipality-controlled facilities, including parks, where containers are needed and have not yet been placed, (i.e., replacing existing containers is an ineligible expense), to implement best waste management practices for in collaboration with parks and facilities staff as follows:
 1. Paired: All trash containers are paired with recycling containers (within 10 feet of each other).
 2. Color-coded: All new containers and lids are blue for recycling, green for organics, and grey or black for trash and are made from recycled-content materials. New multistream containers are blue for recycling and gray or black for trash.
 3. Signage: All containers have color-coded labels on the top and visible sides of the container. Labels on sides of containers meet County label standards. For indoor containers, lids have color-coded labels on both ends, facing opposite directions.
 4. Convenient: All containers are strategically and conveniently located to serve employees and visitors.
 5. Appropriate lids: All containers have lids with openings appropriate for the collected material. Recycling containers have Saturn-shaped or circle-shaped openings.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Copying and printing waste abatement education materials for municipal employees and vendors, such as signs, trainings and mass communication using County messaging standards.
- C. Consultant/contract services or stipend for an organization or group to provide assistance.
- D. Fees for MRF tours to educate municipal employees about their local recycling system.
- E. Recycling containers, organics containers, multi-stream (entryways only) containers, and labels/signage necessary to fulfill Requirements described above, with preferred use of County staff-recommended recycling receptacle options, or other receptacles as approved by the County Liaison for special circumstances.
- F. Trash receptacles are only eligible as part of a multi-stream container (i.e., the Program does not fund stand-alone trash containers).
- G. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Special Collections

Minimum Grant Requirements

- A. Implement one or more drop-off events, discounts, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific traditional and non-traditional solid waste materials from residents for reuse or recycling.
- B. Collect all of the following materials from residents for reuse or recycling or organics composting, with reuse required if reuse outlets are available:
 - 1. Confidential paper for shredding
 - 2. Mattresses and box springs
 - 3. Pumpkins
- C. The following optional materials may also be collected from residents for reuse or recycling, with reuse required if reuse outlets are available:
 - 1. Bicycles
 - 2. Cardboard
 - 3. CFLs
 - 4. Furniture
 - 5. Holiday lights
 - 6. Scrap metal
 - 7. Shoes
 - 8. Athletic gear

9. Other materials as pre-approved by the County Liaison (e.g., carpet, textiles, film plastic/plastic bags).
- D. Ensure special collection opportunities are conveniently located and scheduled for every collection in Item B, with an independent collection opportunity for each municipality having 1,000 households or more; a municipality with fewer than 1,000 households may coordinate with a neighboring municipality for co-collection.
- E. Obtain confirmation that collected materials are delivered to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- F. Request and report weights, cubic yards, or number units for each material collected, as specified on the County reporting tool.
- G. Promote special collection opportunities to all single-family and multifamily residents using County messaging standards, telling residents how materials will be managed.
- H. Submit promotional communications to County Liaison for review at least three business days before publication.
- I. Coordinate collections with County liaison to prevent duplication of effort, conflicting messages, pricing conflicts, and competition for resident participation.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, 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 at a residential drop-off day or event with confirmed delivery to a reuse, recycling, or organics facility.
- C. Vendor services, less resident fees, to collect materials listed above at a permanent residential collection drop-off site or curbside collection, with confirmed delivery to a reuse, recycling, or organics facility.
- +
- D. Print media copying/printing to promote special collection opportunities and permanent drop-off sites to residents (e.g., posters, flyers, signs) using County messaging standards.
- E. Fees for advertisements, videos, radio, television, e-news, and social media to promote collections, using County messaging standards.
- F. Consultant/contract services or stipend for an organization or group to provide assistance.
- G. Safety vests, work gloves, and other protective equipment for volunteers working on collections for materials listed above.
- H. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

Part 2: Supplemental Funding Request (Optional)

5. Multifamily Recycling

Minimum Grant Requirements

A. Conduct all of the following activities:

1. Coordinate with the County Liaison to develop new or strengthen multifamily points of contact (“touchpoints” such as business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings), consistent with city codes and County Ordinance 110.
2. Send a mailing to property managers and owners about recycling resources, in coordination with County staff.
3. Identify, strengthen, or both, municipal planning and construction procedures to support recycling and organics in new or remodeled buildings (e.g., internal chutes; adequate internal and external space).
4. Work with County Liaison to identify and provide technical assistance for multifamily properties enrolled in the Dakota County Multifamily Recycling Program to implement best waste management practices by:
 - a. First attending technical assistance training provided by County Liaison;
 - b. Promoting the program to engage new participants through strategic outreach;
 - c. Providing on-site needs assessments to systematically evaluate and document opportunities to enhance recycling and waste prevention, and to meet best practices, using County materials;
 - d. Using needs assessments to complete applications for the program in collaboration with property managers to request County-supplied containers, labels, signage, education materials, staff and resident education as needed, and other technical assistance;
 - e. Implementing approved plans in coordination with property managers, haulers, County staff, and other partners;
 - f. Providing targeted on-site employee and resident education about recycling and waste prevention, including the recycling system within the building, in partnership with the County Liaison, using County messaging standards;
 - g. Providing ongoing support to sustain recycling efforts by contacting past program participants to offer additional education materials, staff and resident education as needed, and other technical assistance;
 - h. Promoting reuse and bulky waste collection opportunities for multifamily tenants at move-in/move-out;
 - i. Collaborating with the County Liaison for culturally specific needs such as translation and interpretation;
 - j. Following all program protocols for outreach and technical assistance, best waste management practices, and education, using County messaging standards; and
 - k. Tracking and reporting on outcomes for each participating property, using forms or tools provided by the County Liaison.

Eligible Expenses

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

6. Additional Special Collections and Reduce/Reuse Activities

Minimum Grant Requirements

- A. Provide annual updates to the County's online Dakota County Reduce & Reuse Map.
- B. Implement any of the following activities:
 1. Implement one or more additional Special Collection drop-off days, events, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific (see Section 4C) traditional and non-traditional solid waste materials from residents for reuse (preferred) or recycling.
 2. Coordinate with County Liaison to implement one or more residential reduce/reuse activities:
 - a. Host and/or promote residential swap events or city-wide garage sales; obtain and report weights for each material collected at swap events; and ensure that usable items that are not swapped are donated after the event, to the extent possible
 - b. Provide staff support at County Fix-It Clinics;
 - c. Implement a reusable bag exchange at specific location(s) (e.g., local store, farmer's market, co-op) by providing one or more containers for shoppers to share reusable shopping bags;
 - d. Host or facilitate a lending library for tools, lawn and gardening equipment, kitchenware, crafting, camping equipment, or other items as pre-approved by the County Liaison;
 - e. Host residential reduce or reuse education classes (e.g., simple mending, donation/downsizing with County messaging on proper disposal);
 - f. Track and report on outcomes using County forms, on an annual basis or more often as requested, including monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
 - g. Leverage existing residential activities to plan or start any of the following activities:
 - Coordinate with realtors to promote reuse prior to home sales;
 - Coordinate with a local repair business to host a repair event;
 - Other as approved by County Liaison;
 - h. Facilitate changes to municipality codes, policies, and practices that are barriers to reuse (e.g., clothing drop box prohibitions, rental companies, and secondhand stores);
 - i. Provide transportation for residents to participate in reduce/reuse activities (e.g., seniors);

- j. Prioritize reusable dishware (e.g., washable baskets, cups) in place of single-use products, by contracting with vendors that offer reusable products and services for events (e.g., washing on site or off site).
3. Facilitate changes to internal policies and practices to promote reduce/reuse and recycling of municipal supplies and equipment through any of the following:
 - a. Facilitate changes to increase recycled content in products purchased by the city (in accordance with Minn. Stat. § 16C.073).
 - b. Identify existing city policies and administrative practices for copy paper purchases in internal operations.
 - c. Facilitate revisions to policies and practices to purchase at least 30% post-consumer recycled content copy paper.
4. Attend Reuse Minnesota meetings.
5. Other as approved by County Liaison.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, working on the planning, implementing, promoting, and reporting of eligible activities described in Requirements above).
- B. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day or event with confirmed delivery to a reuse, recycling, or organics facility.
- C. Vendor services, less resident fees, to collect materials listed above at a permanent residential collection drop-off site or curbside collection, with confirmed delivery to a reuse, recycling, or organics facility.
- D. Print media copying/printing to promote reduce/reuse activities, special collection opportunities and permanent drop-off sites to residents (e.g., posters, flyers, signs) using County messaging standards.
- E. Reuse training and professional memberships to support effective implementation of Reduce/Reuse activities, excluding out-of-state travel and lodging.
- F. Fees for County-approved professional educators and performers who help implement required education activities on topics listed above and comply with County messaging standards.
- G. Fees for advertisements, videos, radio, television, e-news, and social media to promote collections using County messaging standards.
- H. Translation services if approved in advance by County Liaison.
- I. Consultant/contract services or stipend for an organization or group to provide assistance.
- J. Reduce/reuse activity expenses with prior written approval (e.g., start-up supplies).
- K. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

7. In-Person Education

Minimum Grant Requirements

- A. Provide in-person waste abatement education for adults and youth through instructional classes, presentations, tours, or activities at booths, events, or gatherings to educate 1% or more of the Municipality's population through face-to-face learning experiences, on one to two of the following topics per activity:
 - 1. Home recycling (required)
 - 2. Residential organics drop site(s) (optional)
 - 3. Residential services at the Recycling Zone (optional)
 - 4. Local reduce/reuse opportunities for residents (e.g., classes about simple mending, donation/downsizing with County messaging on proper disposal) (optional)
- B. Use County materials for promotional and distribution handouts.
- C. Use display and education materials provided by County Liaison and track planned education activities in County tool.
- D. If conducting virtual education, provide a live format with interactive opportunities (i.e., no pre-recorded videos).
- E. Use messaging standards on County website for verbal education or have County Liaison review messaging.
- F. Coordinate with County Liaison for any education requests in schools, businesses, and multifamily residences.
- G. Track and report number of people educated in person using County forms, on an annual basis or more often as requested, including monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., only activities described in Requirements above; does not include brochure distribution, or any activities lacking an educational face-to-face interaction and direct learning experience).
- B. Printing or copying of promotional or distribution pieces (e.g., posters, flyers, guides) complying with County messaging standards and approved in advance by County Liaison, if not duplicative of existing County publications.
- 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 MRF tours to educate residents about their local recycling system.
- 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/contract services or stipend for an individual, organization or group to provide assistance.
- H. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

8. Event Recycling and Organics Collection

Minimum Grant Requirements

- A. Implement recycling, back-of house organics collection, or both, at events, tournaments, and festivals.
 - 1. Contact and assist event coordinators to plan and implement recycling collection, back-of-house organics collection, or both.
 - 2. Assist with obtaining temporary containers, proper bags, signage, hauler services for collection, and as appropriate, recruit waste station staffing.
 - 3. Assist with applying best waste management practices for standardized messaging to vendors, volunteers, and custodial staff; labeling an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow; and confirming delivery to a licensed/permitted facility.
 - 4. For recyclables collection, prioritize events on public property that generate at least one ton (8 cy) of trash (e.g., community events, athletic tournaments, fairs, markets, concerts, etc.)
 - 5. For organics collection, prioritize events of at least 300 people that generate back-of-house organics and at least one ton (8 cy) of trash.
 - 6. Obtain confirmation that collected materials are delivered to a licensed or otherwise approved recycling/organics facility if grant funds are being used for hauling services at city events.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. X-frame containers, grabbers, green 5-gallon buckets, signage, X-Frame bags for recyclables and organics, promotion and other materials necessary for successful project implementation at large events. Purchased assets are the property of the city for use at events.
- C. Recycling/organics hauling services of collected materials from city events, tournaments, and festivals, with confirmed delivery to a licensed recycling/composting facility, or to another facility approved by the County Liaison.
- D. Consultant/contract services or stipend for an organization or group to provide assistance, prioritizing large events.

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

9. Gap Funding

Minimum Grant Requirements

- 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, full-time 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 Grant Requirements and Eligible Expenses sections above.
- C. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

I. 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. Food or refreshments unless approved by the County Liaison as compliant with Dakota County Policy 2740.
- G. Design/print of education and communications print materials not described above, unless prior written approval has been obtained from the County Liaison.

- H. Out-of-state meals, travel, and lodging.
- I. Office supplies and equipment including phone charges, website host fees, and consultant fees.
- J. Waste collection containers and lids, unless specifically identified above (e.g., X-frames for events).

II. Reporting and Reimbursement

Grant Requirements

- A. By July 15, 2024, Municipality shall submit a mid-year report and reimbursement request form for the first six months of 2024, on forms provided by the County Liaison.
- B. By January 15, 2025, Municipality shall submit a final report and reimbursement request form for the last six months of 2024, 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, full-time 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. 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.

Dakota County Community Waste Abatement Grant Program 2024 Application

VIII-13

Municipality:	Cities of Rosemount, Hastings, and Farmington
Application Deadline:	October 1, 2023
Funding Period:	January 1, 2024 - December 31, 2024
2024 Report and Reimbursement Request Due Dates:	July 15, 2024 for January - June 2024 January 15, 2025 for July - December 2024

Authorized Representative (Contract Signatory)			
ROSEMOUNT	Name:	Dan Schultz	Title: Parks & Rec. Director
	E-mail:	dan.schultz@rosemountmn.gov	Phone: (651) 322-6012
	Mailing Address:	13885 S Robert Trail, Rosemount, MN 55068	
HASTINGS	Name:	Mary Fasbender	Title: Mayor
	E-mail:	mayormary@hastingsmn.gov	Phone: (651) 587-4867
	Mailing Address:	101 Fourth St E, Hastings, MN 55033	
FARMINGTON	Name:	Joshua Hoyt	Title: Mayor
	E-mail:	JHoyt@FarmingtonMN.gov	Phone: (952) 240-5581
	Mailing Address:	430 Third St, Farmington, MN 55024	
Municipality Primary Contact			
	Designated Liaison:	Violet Penman	Title: Solid Waste & Recycling Coordinator (SW&R Coord.)
	E-mail:	violet.penman@rosemountmn.gov	Phone: (612) 268-9097
Municipality Secondary Contact			
ROSEMOUNT	Designated Back-up:	Greg Lund	Title: Parks Supervisor
	E-mail:	greg.lund@rosemountmn.gov	Phone: (651) 322-6005
HASTINGS	Designated Back-up:	Paige Marschall-Bigler	Title: Recreation Program Specialist
	E-mail:	pmarschall@hastingsmn.gov	Phone: (651) 402-0808
FARMINGTON	Designated Back-up:	John Powell	Title: Public Works Director
	E-mail:	jpowell@farmingtonmn.gov	Phone: (651) 280-6841
Municipality Communications Contact			
ROSEMOUNT	Name:	Lee Stoffel	Title: Communications Manager
	E-mail:	lee.stoffel@rosemountmn.gov	Phone: (651) 322-2078
HASTINGS	Name:	Dawn Skelly	Title: Communications Coordinator
	E-mail:	dskelly@hastingsmn.gov	Phone: (651) 480-2344
FARMINGTON	Name:	Caryn Hojnicky	Title: Communications Specialist
	E-mail:	chojnicky@farmingtonmn.gov	Phone: (651) 280-6807

Planning Team (names):		
ROSEMOUNT: Greg Lund, Mark Vanyo, Jon Balvance, Lee Stoffel, Kyle Morris, Joe Werden, Leprechaun Days Committee		

HASTINGS: Paige Marschall-Bigler, Dawn Skelly, Cory Likes, Charlie Judge, Rivertown Days Committee		
FARMINGTON: John Powell, Caryn Hojnicky, Kellee Omlid, Emilee Shearer, Shirley Buecksler, Jeremy Pire, Dew Days Committee		
Budget Summary	Fund Eligibility	Fund Request
Part 1: Base Funding Request (Required)		
1. Administration	\$27,000.00	\$27,000.00
2. Residential Communications	\$13,500.00	\$13,500.00
3. Municipal Facilities Verification and Education	\$5,840.00	\$5,839.00
4. Special Collections	\$21,001.60	\$21,001.60
Subtotal	\$67,341.60	\$67,340.60
Part 2: Supplemental Funding Request (Optional)	Fund Eligibility	Fund Request
5. Multifamily Recycling	\$19,689.00	\$19,663.75
6. Additional Special Collections and Reduce/Reuse Activities	\$10,500.80	\$10,500.00
7. In-Person Education + 8. Event Recycling and Organics	\$13,126.00	\$13,126.00
9. Gap Funding	\$7,875.09	\$7,845.00
Subtotal	\$51,190.89	\$51,134.75
Total Eligible Grant Funding	\$118,532.49	-
Total Grant Funding Request	-	\$118,300.35
Total Grant Match/In-Kind Funding (25%)		\$40,814.30
Total Cost of Proposed Activities (Request + Match)		\$158,908.05
Total Grant Diversion Potential (Tons)		50 tons

A. Application and Reporting Instructions

1. Conduct a planning process with city staff and others who will be responsible for coordination and implementation, to collectively determine which activities are feasible, realistic, and achievable.
2. Complete all gray shaded areas of the Application, excluding beige shaded areas used for biannual reporting.
3. Include a Primary Contact, Secondary Contact, and Communications Contact for each municipality included in the Application (page 1).
4. Use whole numbers for hours included in Cost Basis Calculations.
5. Include name and title for all staff included in the Application, including Matching Funds.
6. If multiple municipalities submit one Application, the Application must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
7. Submit Application by October 1, 2023 to Dakota County for review. Email to: gena.gerard@co.dakota.mn.us.
8. Finalize Application and collect signature of authorized representative (i.e., authorized contract signatory).
9. Submit signed Application to Dakota County for approval. Email to: gena.gerard@co.dakota.mn.us.
10. Obtain Grant Agreement from Dakota County.
11. Execute Grant Agreement.
12. Complete all shaded areas for the mid-year and final reports as described in Guidelines Section VII.

B. Grant Request and Reimbursement Expenses

Part 1: Base Funding (Required)

1. Grant Administration and Master Plan Support	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Base Funding #1	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 175 x \$50/hr.	\$8,750.00		
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 175 x \$50/hr.	\$8,750.00		
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 175 x \$50/hr.	\$8,750.00		
Training	RAM/SWANA Conference	~\$540/person	\$540.00		
	ARM Membership/Conference	\$35/year	\$35.00		
Mileage					
Other:					
<i>Funding Request Subtotal</i>	-	-	\$26,825.00		
<i>Matching Funds: ROSEMOUNT</i>	Greg Lund, Parks Supervisor as secondary contact (assists with planning, coordination, etc.)	\$50/hr. x 80 hrs.	\$4,000.00		
	Mark Vanyo (Rental Coord.) for Community Center rental agreement revisions	\$50/hr. x 10 hrs.	\$500.00		
	Jon Balvance (Recreation Facilities Manager) for Ice Arena rental agreement revisions	\$50/hr. x 10 hrs.	\$500.00		

<i>Matching Funds: HASTINGS</i>	Paige Marschall-Bigler (Recreation Program Specialist) for rental agreement revisions	\$50/hr. x 60 hrs.	\$3,000.00		
<i>Matching Funds: FARMINGTON</i>	John Powell, Public Works Director as secondary contact (assists with planning, coordination, etc.)	\$100/hr. x 40 hrs.	\$4,000.00		
	Emilee Shearer (Recreation Supervisor) for Park Rental agreement revisions	\$50/hr. x 10 hrs.	\$500.00		
	Shirley Buecksler (City Clerk) for Temp. Outdoor Exhibition Permit revisions	\$50/hr. x 10 hrs.	\$500.00		
<i>Matching Funds Subtotal</i>			\$13,000.00		

Deliverables: Minimum Grant Requirements

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.
- B. Identify and ensure new municipal Liaison(s) is properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course as approved by the County Liaison.
- C. Participate in solid waste management training including, at minimum, the annual RAM/SWANA conference, Association of Recycling Managers (ARM) regional meetings, and annual ARM workshop, to support effective implementation of responsibilities. [Describe training plans for \(b\) and \(c\): SW&R Coord. will participate in ARM and Reuse MN Membership meetings, as well as attend workshops conducted by ARM, Reuse MN, and RAM/SWANA.](#)
- D. Ensure municipal Liaison(s) attends the six Program meetings hosted by the County Liaison.
- E. Refer persons, groups, and organizations to County Program Managers (e.g., businesses, multifamily residences, schools) for all requests for resources (e.g., education, containers, labels).
- F. Provide reasonable support to implement the Solid Waste Master Plan, including but not limited to:
 1. Participate in the Solid Waste Management Plan revision process (e.g., attend city meetings or other engagement methods for municipalities).
 2. Participate in County meetings to coordinate event and multifamily programming related to County Ordinance 110, if requested.
 3. Coordinate with the County Liaison to develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events, tournaments, and festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement), consistent with city codes and County Ordinance 110.
- G. Maintain current waste management information on the municipal website:
 1. Describe city solid waste collection requirements for haulers (i.e., licensing requirements) and hauler collection information (e.g., allowable collection days and time of day) for residents and commercial generators
 2. Describe city solid waste collection requirements for generators, including commercial generators, events, and multifamily properties;
 3. Post the County's standardized messages for residential recycling materials (i.e., the yes/no "what to recycle" list); and
 4. Coordinate with County staff for municipal website content and links to Dakota County website pages (e.g., Dakota County Recycling Requirements, the Recycling Guide, The Recycling Zone, Residential Recycling, Business Recycling, Multifamily Recycling, School Recycling, Event Recycling, Reuse Map, and Environmental Education Resources).
- H. 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.
- I. Submit reimbursement requests by County deadlines with substantiating documentation, as described in Reporting and Reimbursement below.
- Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Measured Tons)</i>	NA		
<i>Other Potential Outcomes (Optional)</i>	Staff has appropriate knowledge to assist residents and ensure BMPs are met.		
<i>Activity Report: Jan-Jun</i>	• Fill in County report form(s) by July 15, 2024		
<i>Activity Report: Jul-Dec</i>	• Fill in County report form(s) by January 15, 2025		

2. Residential Communications	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Base Funding #2	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 50 x \$50/hr.	\$2,500.00		
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 50 x \$50/hr.	\$2,500.00		
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 50 x \$50/hr.	\$2,500.00		
Article expense (% of cost)	ROSEMOUNT (~9% of cost/edition) printing and postage	\$500/1 pages x 4 times/year	\$2,000.00		
	HASTINGS (~9% of cost/edition) printing and postage	\$500/1 pages x 4 times/year	\$2,000.00		
	FARMINGTON (~7% of cost/edition) printing and postage	\$500/1 pages x 4 times/year	\$2,000.00		
Other:					
<i>Funding Request Subtotal</i>	-	-	\$13,500.00		
<i>Matching Funds: ROSEMOUNT</i>	Lee Stoffel, Communications Manager for website updates and quarterly newsletter	20 hours x \$50/hr.	\$1,000.00		
<i>Matching Funds: HASTINGS</i>	Dawn Skelly, Communications Coord. for website updates and quarterly newsletter	20 hours x \$50/hr.	\$1,000.00		
<i>Matching Funds: FARMINGTON</i>	Caryn Hojnicky, Communications Specialist for website updates and quarterly newsletter	20 hours x \$50/hr.	\$1,000.00		
<i>Matching Funds Subtotal</i>			\$3,000.00		
<i>Deliverables: Minimum Grant Requirements</i>					
<input checked="" type="checkbox"/> A. Provide County standardized articles with images to all residents of single-family and multifamily dwellings in Municipality-mailed newsletters on each of the following topics, with full pages preferred and a half page required at a minimum: <ol style="list-style-type: none"> 1. Home recycling; 2. Residential services at the Recycling Zone; 3. Residential organics drop-off site(s); and 4. Local reduce/reuse opportunities for residents (e.g., local donation and exchange options, County online Dakota County Reduce & Reuse Map, County Fix-It Clinics). <input checked="" type="checkbox"/> B. Promote County staff-developed electronic media messages (e.g., website, social media, e-news) about solid waste and household hazardous waste management, including but not limited to all priority waste abatement topics listed in section A above, using County messaging. <input checked="" type="checkbox"/> C. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone). <input checked="" type="checkbox"/> D. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency. <input checked="" type="checkbox"/> E. Submit written residential waste abatement information to County Liaison for review at least three business days before printing. <input type="checkbox"/> Other: Click or tap here to enter text.					
<i>Diversion Potential (Measured Tons)</i>	NA				
<i>Other Potential Outcomes (Optional)</i>	Residents will have increased awareness of best disposal/reduction/reuse practices, as well as options available to them in Dakota County.				
<i>Activity Report: Jan-Jun</i>	• Fill in County report form(s) by July 15, 2024				
<i>Activity Report: Jul-Dec</i>	• Fill in County report form(s) by January 15, 2025				

3. Municipal Facilities/Parks Verification and Education	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Base Funding #3	Name: Violet Penman Title: SW&R Coord.	# Hours: 30 x \$50/hr.	\$1,500.00		
	Name: Violet Penman Title: SW&R Coord.	# Hours: 36 x \$50/hr.	\$1,800.00		
	Name: Violet Penman Title: SW&R Coord.	# Hours: 26 x \$50/hr.	\$1,300.00		
ROSEMOUNT Staff: Parks/Facilities Staff responsible for monitoring and verification	Name: Joe Werden Title: Facilities Maintenance Specialist	# Hours: 0			
HASTINGS Staff: Parks/Facilities Staff responsible for monitoring and verification	Name: Charlie Judge Title: Facilities Manager	# Hours: 0			
FARMINGTON Staff: Parks/Facilities Staff responsible for monitoring and verification	Name: Jeremy Pire Title: Parks & Facilities Supervisor	# Hours: 0			
Mileage					
Education materials for employees					
Other: ROSEMOUNT	Waste abatement infrastructure	\$206.50/bin x 2 bins	\$413.00		
Other: HASTINGS	Waste abatement infrastructure	\$206.50/bin x 2 bins	\$413.00		
Other: FARMINGTON	Waste abatement infrastructure	\$206.50/bin x 2 bins	\$413.00		
<i>Funding Request Subtotal</i>	-	-	\$5,839.00		
<i>Matching Funds</i>	Staff: Parks/Facilities Staff responsible for monitoring and verification				

Deliverables: Minimum Grant Requirements

- A. Ensure collected recyclables and organics generated at municipal facilities/parks are delivered to the respective licensed facility, or to another facility approved by the County Liaison.
- B. Provide monitoring and verification of recycling requirements and best waste management practices at least once annually, by:
 1. Reporting on status of compliance with Dakota County Ordinance 110 using the Commercial Report Form or another tool provided by Dakota County, to verify recycling programs for facilities under the municipality's control collect the Designated List of Recyclables wherever trash is collected and follow best waste management practices;
 2. Optional: Visually inspecting waste management at all municipality-controlled facilities, including parks.
- C. Provide County standardized solid waste abatement messaging about recycling in municipal buildings, in print or electronic format, to each municipal employee, volunteer, tenant, and custodial/housekeeping staff annually, and other people responsible for sorting, collecting, or transporting waste to external carts or dumpsters, within 30 days of a new hire or new tenant, and within 30 days of a substantive change to your recycling or waste program.
 Describe plan for employees: Employees will be educated via city-wide emails that include county messaging and educational handouts.
 Describe plan for volunteers, tenants, and custodial staff: Custodial staff will be educated via emails that include county messaging and educational handouts.
- D. Optional: Conduct in-person training on Ordinance 110 requirements with city personnel who are responsible for (a) recycling container placement and monitoring on city property, (b) emptying trash, recycling, and organics (if collected) containers on city property, (c) handling event permits or facility rental applications, and (d) staffing events subject to Ordinance 110.
- E. Optional: Add waste abatement infrastructure (i.e., recycling and organics containers and labels or signage) in municipality-controlled facilities, including parks, where containers are needed and have not yet been placed, (i.e., replacing existing containers is an ineligible expense), to implement best waste management practices for in collaboration with parks and facilities staff as follows:
 1. Paired: All trash containers are paired with recycling containers (within 10 feet of each other).
 2. Color-coded: All new containers and lids are blue for recycling, green for organics, and grey or black for trash and are made from recycled-content materials. New multistream containers are blue for recycling and gray or black for trash.
 3. Signage: All containers have color-coded labels on the top and visible sides of the container. Labels on sides of containers meet County label standards. For indoor containers, lids have color-coded labels on both ends, facing opposite directions.
 4. Convenient: All containers are strategically and conveniently located to serve employees and visitors.

5. Appropriate lids: All containers have lids with openings appropriate for the collected material. Recycling containers have Saturn-shaped or circle-shaped openings.

Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Measured Tons)</i>	NA		
<i>Other Potential Outcomes (Optional)</i>	Employees will be educated on how to recycle in the workplace. Each city will act as an example by exhibiting BMPs on all municipal property.		
<i>Activity Report: Jan-Jun</i>	<ul style="list-style-type: none"> Fill in County report form(s) by July 15, 2024 		
<i>Activity Report: Jul-Dec</i>	<ul style="list-style-type: none"> Fill in County report form(s) by January 15, 2025 		

4. Special Collections	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Base Funding #4	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 4 x \$50/hr.	\$200.00		
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 46 x \$50/hr.	\$2,300.00		
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 1 x \$50/hr.	\$50.00		
Vendor services: Paper Shredding (vendor: Shred N Go)	ROSEMOUNT: May and October events, occur at DCTC and Erickson Park, respectively	1 truck = \$1,769 x 2 times/year	\$3,538.00		
	HASTINGS: May and September events, occur at the Hastings Public Works Facility	1 truck = \$1,375 x 2 times/year	\$2,750.00		
	FARMINGTON: May and September events, occur at the Farmington Maintenance Facility	1 truck = \$1,366 x 2 times/year	\$2,732.00		
Vendor services: Pumpkin Collection (vendors: Highland, Tennis, DSI)	ROSEMOUNT: November event, occurs in the City Hall parking lot	\$500.20/dumpster x 2 dumpsters	\$1,000.40		
	HASTINGS: November event, occurs at the Dakota County Highway Shop parking lot	\$704.40/dumpster	\$704.40		
	FARMINGTON: November event, occurs at the Farmington Maintenance Facility	\$503.40/dumpster x 2 dumpsters	\$1,006.80		
Vendor services: Mattress Collection (vendor: Certified Recycling)	ROSEMOUNT: May and October events, occur at DCTC and Erickson Park, respectively	\$2,240/truck (additional expenses for fall collection included in section 6)	\$2,240.00		
	HASTINGS: May and September events, occur at the Public Works Facility	\$2,240/truck (additional expenses for fall collection included in section 6)	\$2,240.00		
	FARMINGTON: May and September events, occur at the Farmington Maintenance Facility	\$2,240/truck (additional expenses for fall collection included in section 6)	\$2,240.00		
Promotion expense	Collections will be promoted through social media, city newsletter, radio, newspaper, and email blasts	Free	\$0		

Other: ROSEMOUNT	Bikes for reuse (prioritized) and scrap metal recycling. Rick Anderson (or similar reuse vendor) will receive all bikes to asses for salvageability first . Unsalvageable bikes are recycled as scrap metal. Collection occurs at fall and spring cleanup day, which occur in October at Erickson Park and in May at DCTC.	Staff planning expense covered in matching funds	\$0.00		
	UHL Gear Drive for athletic gear reuse, will occur the month of April at the Rosemount Ice Arena	Staff planning expense covered in matching funds	\$0.00		
Other: HASTINGS	UHL Gear Drive for athletic gear reuse, will occur the month of April at the Hastings Civic Arena	Staff planning expense covered in matching funds	\$0.00		
Other: FARMINGTON	UHL Gear Drive for athletic gear reuse, will occur the month of April at Schmitz-Maki Arena	Staff planning expense covered in matching funds	\$0.00		
	<i>Anticipated Revenue</i>				
	<i>Funding Request Subtotal (Deduct Revenue)</i>	-	\$21,001.60		
<i>Matching Funds: ROSEMOUNT</i>	SW&R Coord. staff time planning and labor for spring and fall cleanup days	20 hours x \$50/hr.	\$1,000.00		
	Public Works staff time labor for spring and fall cleanup days	9 staff x (6 hours x \$50/hr.) = \$2,700 x 2 times per year	\$5,400.00		
	CFL Collection (permanent drop-off bin located in the RCC, SW&R Coord. services bin and takes to the RZ about twice per year)	16 miles x .575 (mileage to RZ) = \$9.20 x 2 times per year	\$18.40		
	Holiday light collection (occurs mid-November through January, drop-off bins located in the RCC and the Steeple Center)	16 miles x .575 (mileage to RZ)	\$9.20		
<i>Matching Funds: HASTINGS</i>	SW&R Coord. staff time planning and labor for spring and fall cleanup days	20 hours x \$50/hr.	\$1,000.00		
	CFL Collection (permanent drop-off bin located in City Hall, SW&R Coord. services bin and takes to the RZ about twice per year)	36 miles x .575 (mileage to RZ) = \$20.70 x 2 times per year	\$41.40		
	Holiday light collection (occurs mid-November through January, drop-off bin located at the P&R Dept.)	36 miles x .575 (mileage to RZ)	\$20.70		
<i>Matching Funds: FARMINGTON</i>	SW&R Coord. staff time planning and labor for spring and fall cleanup days	20 hours x \$50/hr.	\$1,000.00		
	Public Works staff time labor for spring and fall cleanup days	4 staff x (6 hrs. x \$50/hr.) = \$1,200 x 2 times per year	\$2,400.00		
	CFL Collection (permanent drop-off bin located in City Hall and Maintenance Facility, SW&R	30 miles x .575 (mileage to RZ) = \$17.25 x 2 times per year	\$34.50		

	Coord. services bin and takes to the RZ about twice per year				
	Holiday light collection (occurs mid-November through January, drop-off bin located at City Hall, the Rambling River Center, and both municipal liquor stores)	30 miles x .575 (mileage to RZ)	\$17.25		
Matching Funds Subtotal			\$10,941.45		

Deliverables: Minimum Grant Requirements

- A. Implement one or more drop-off events, discounts, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific traditional and non-traditional solid waste materials from residents for reuse or recycling.
- B. Collect all of the following materials from residents for reuse or recycling or organics composting, with reuse required if reuse outlets are available:
 - 1. Confidential paper for shredding
 - 2. Mattresses and box springs
 - 3. Pumpkins
- C. The following optional materials may also be collected from residents for reuse or recycling, with reuse required if reuse outlets are available (check all that apply):
 - 1. Bicycles
 - 2. Cardboard
 - 3. CFLs
 - 4. Furniture
 - 5. Holiday lights
 - 6. Scrap metal
 - 7. Shoes
 - 8. Athletic gear
 - 9. Other materials as pre-approved by the County Liaison (e.g., carpet, textiles, film plastic/plastic bags).
- D. Ensure special collection opportunities are conveniently located and scheduled for every collection in Item B, with an independent collection opportunity for each municipality having 1,000 households or more; a municipality with fewer than 1,000 households may coordinate with a neighboring municipality for co-collection.
- E. Obtain confirmation that collected materials are delivered to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- F. Request and report weights, cubic yards, or number units for each material collected, as specified on the County reporting tool.
- G. Promote special collection opportunities to all single-family and multifamily residents using County messaging standards, telling residents how materials will be managed.
- H. Submit promotional communications to County Liaison for review at least three business days before publication.
- I. Coordinate collections with County liaison to prevent duplication of effort, conflicting messages, pricing conflicts, and competition for resident participation.
- Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Measured Tons)</i>	25 tons paper + 291 mattresses + 6 tons pumpkins + 1 ton holiday lights + 13 tons scrap metal + 40 bicycles		
<i>Other Potential Outcomes (Optional)</i>	Educating and providing an outlet for the public on proper disposal of problem materials.		
<i>Activity Report: Jan-Jun</i>	• Fill in County report form(s) by July 15, 2024		
<i>Activity Report: Jul-Dec</i>	• Fill in County report form(s) by January 15, 2025		

	BASE FUNDING SUMMARY	Jan-Jun Report	Jul-Dec Report
Total Base Funding	\$67,165.60		
Total Base Funding Matching Funds	\$26,941.45 (40% match)		
Total Base Funding Diversion Potential (Tons)	53 tons		

	(25 tons paper + 291 mattresses (8 tons) + 6 tons pumpkins + 1 ton holiday lights + 13 tons scrap metal + 40 bicycles)		
Total Base Funding Staff Hours	818 hours (+60 hours matching funds)		
Total Base Funding Staff Expense	\$40,900.00		

Part 2: Supplemental Funding (Optional)

5. Multifamily Recycling	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Supplemental #5	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 135 x \$50/hr.	\$6,750.00		
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 133 x \$50/hr.	\$6,650.00		
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 117 x \$50/hr.	\$5,850.00		
Other: ROSEMOUNT	Printing and mailing to property owners and managers	72 properties x \$1.25/property	\$90.00		
Other: HASTINGS	Printing and mailing to property owners and managers	181 properties x \$1.25/property	\$226.25		
Other: FARMINGTON	Printing and mailing to property owners and managers	78 properties x \$1.25/property	\$97.50		
<i>Funding Request Subtotal</i>	-	-	\$19,663.75		
<i>Matching Funds</i>					

Deliverables: Minimum Grant Requirements

A. Conduct all of the following activities:

- 1. Coordinate with the County Liaison to develop new or strengthen multifamily points of contact (“touchpoints” such as business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings), consistent with city codes and County Ordinance 110.
Describe plan: Work with city staff such as City Clerk, Fire Inspector, Code Enforcement, Building Officials, etc. to implement requirements related to Dakota County Ord. 110.
- 2. Send a mailing to property managers and owners about recycling resources, in coordination with County staff.
- 3. Identify, strengthen, or both, municipal planning and construction procedures to support recycling and organics in new or remodeled buildings (e.g., internal chutes; adequate internal and external space).
Describe plan: Meet with planning staff to review and possibly edit current construction permits to better fit Ord. 110 requirements.
- 4. Work with County Liaison to identify and provide technical assistance for multifamily properties enrolled in the Dakota County Multifamily Recycling Program to implement best waste management practices by:
 - a. First attending technical assistance training provided by County Liaison;
 - b. Promoting the program to engage new participants through strategic outreach;
 - c. Providing on-site needs assessments to systematically evaluate and document opportunities to enhance recycling and waste prevention, and to meet best practices, using County materials;
 - d. Using needs assessments to complete applications for the program in collaboration with property managers to request County-supplied containers, labels, signage, education materials, staff and resident education as needed, and other technical assistance;
 - e. Implementing approved plans in coordination with property managers, haulers, County staff, and other partners;
 - f. Providing targeted on-site employee and resident education about recycling and waste prevention, including the recycling system within the building, in partnership with the County Liaison, using County messaging standards;
 - g. Providing ongoing support to sustain recycling efforts by contacting past program participants to offer additional education materials, staff and resident education as needed, and other technical assistance;
 - h. Promoting reuse and bulky waste collection opportunities for multifamily tenants at move-in/move-out;
 - i. Collaborating with the County Liaison for culturally specific needs such as translation and interpretation;

- j. Following all program protocols for outreach and technical assistance, best waste management practices, and education, using County messaging standards; and
- k. Tracking and reporting on outcomes for each participating property, using forms or tools provided by the County Liaison.

Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Measured Tons)</i>	NA		
<i>Other Potential Outcomes (Optional)</i>	Residents in multifamily properties will be educated about recycling and have resources to help promote recycling in their building.		
<i>Activity Report: Jan-Jun</i>	<ul style="list-style-type: none"> • Fill in County report form(s) by July 15, 2024 		
<i>Activity Report: Jul-Dec</i>	<ul style="list-style-type: none"> • Fill in County report form(s) by January 15, 2025 		

6. Additional Special Collections and Reduce/Reuse Activities	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Supplemental #6	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 18 x \$50/hr.	\$900.00		
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 49 x \$50/hr.	\$2,450.00		
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 39 x \$50/hr.	\$1,950.00		
Other: ROSEMOUNT	Additional funding to support May and October mattress/box spring collections, occur at DCTC and Erickson Park, respectively	\$1,200 towards cost of second (fall) collection truck	\$1,200.00		
	Funding for r.Cups at Food Truck Fest beer garden	\$1,470.00	\$1,470.00		
Other: HASTINGS	Additional funding to support May and September mattress/box spring collections, occur at the Public Works Facility	\$1,200 towards cost of second (fall) collection truck	\$1,200.00		
Other: FARMINGTON	Additional funding to support May and September mattress/box spring collections, occur at the Farmington Maintenance Facility	\$1,200 towards cost of second (fall) collection truck	\$1,200.00		
Other: Reuse MN	Reuse MN membership	\$50	\$50.00		
	Reuse MN Conference	\$80	\$80.00		
<i>Funding Request Subtotal</i>	-	-	\$10,500.00		
<i>Matching Funds: ROSEMOUNT</i>	SW&R Coord. staff time planning and labor for Halloween Costume Swap	20 hours x \$50/hr.	\$1,000.00		
	Room rental (Steeple Center) for Halloween Costume Swap	\$180 rental fee	\$180.00		
<i>Matching Funds: HASTINGS</i>	SW&R Coord. staff time planning and labor for Outdoor Winter Clothing Swap	20 hours x \$50/hr.	\$1,000.00		
	Room rental (City Hall) for Outdoor Winter Clothing Swap	\$180 rental fee	\$180.00		
<i>Matching Funds: FARMINGTON</i>	SW&R Coord. staff time planning and labor for Athletic Gear Swap	20 hours x \$50/hr.	\$1,000.00		
	Room rental (Rambling River Center) for Athletic Gear Swap	\$180 rental fee	\$180.00		
<i>Matching Funds Subtotal</i>			\$3,540.00		

Deliverables: Minimum Grant Requirements

- A. Provide annual updates to the County’s online Dakota County Reduce & Reuse Map.
- B. Implement any of the following three activities (check all that apply):
 - 1. Implement one or more additional Special Collection drop-off days, events, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific (see Section 4C) traditional and non-traditional solid waste materials from residents for reuse (preferred) or recycling.
 - 2. Coordinate with County Liaison to implement one or more residential reduce/reuse activities (check all that apply):
 - a. Host and/or promote residential swap events or city-wide garage sales; obtain and report weights for each material collected at swap events; and ensure that usable items that are not swapped are donated after the event, to the extent possible.
 - b. Provide staff support at County Fix-It Clinics.
 - c. Implement a reusable bag exchange at specific location(s) (e.g., local store, farmer’s market, co-op) by providing one or more containers for shoppers to share reusable shopping bags.
 - d. Host or facilitate a lending library for tools, lawn and gardening equipment, kitchenware, crafting, camping equipment, or other items as pre-approved by the County Liaison.
 - e. Host residential reduce or reuse education classes (e.g., simple mending, donation/downsizing with County messaging on proper disposal).
 - f. Track and report on outcomes using County forms, on an annual basis or more often as requested, including monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
 - g. Leverage existing residential activities to plan or start any of the following activities
 - Coordinate with realtors to promote reuse prior to home sales.
 - Coordinate with a local repair business to host a repair event.
 - Other as approved by County Liaison.
 - h. Facilitate changes to municipality codes, policies, and practices that are barriers to reuse (e.g., clothing drop box prohibitions, rental companies, and secondhand stores);
 - i. Provide transportation for residents to participate in reduce/reuse activities (e.g., seniors).
 - j. Prioritize reusable dishware (e.g., washable baskets, cups) in place of single-use products, by contracting with vendors that offer reusable products and services for events (e.g., washing on site or off site).
Describe plans for activities in (a) through (j): Athletic Gear Swap will occur in April at Rambling River Center in Farmington; Halloween Costume Swap will occur in October at Steeple Center in Rosemount; Outdoor Winter Clothing Swap will occur in November at City Hall in Hastings; Reusable r.Cups will be used at Food Truck Fest beer garden in September at Central Park (Rosemount)
 - 3. Facilitate changes to internal policies and practices to promote reduce/reuse and recycling of municipal supplies and equipment through any of the following (check all that apply):
 - a. Facilitate changes to increase recycled content in products purchased by the city (in accordance with Mn Stat 16C.073.
 - b. Identify existing city policies and administrative practices for copy paper purchases in internal operations.
 - c. Facilitate revisions to policies and practices to purchase at least 30% post-consumer recycled content copy paper.
 - 4. Attend Reuse Minnesota meetings.
 - 5. Other as approved by County Liaison: [Click or tap here to enter text.](#)

<i>Diversion Potential (Measured Tons)</i>	0.25 tons swap items + 0.25 tons single-use cups diverted from landfill		
<i>Other Potential Outcomes (Optional)</i>	Residents will have the opportunity to reuse and donate items within the community rather than purchasing new items, therefore reducing consumption.		
<i>Activity Report: Jan-Jun</i>	• Fill in County report form(s) by July 15, 2024		
<i>Activity Report: Jul-Dec</i>	• Fill in County report form(s) by January 15, 2025		

7. In-Person Education*	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Supplemental #7	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 41 x \$50/hr.	\$2,050.00		

	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 42 x \$50/hr.	\$2,100.00		
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 36 x \$50/hr.	\$1,800.00		
Printing/copying					
Event/booth fees: ROSEMOUNT	Leprechaun Days booth with educational activity (occurs in July at Central Park)	No cost for city entity	\$0.00		
	Rosemount EXPO booth with educational activity (occurs in March at the RCC)	No cost for city entity	\$0.00		
Event/booth fees: HASTINGS	Rivertown Days booth with educational activity (occurs in July in downtown area)	No cost for city entity	\$0.00		
	National Night Out booth with educational activity (occurs in August at Lions Park)	No cost for city entity	\$0.00		
Event/booth fees: FARMINGTON	Dew Days booth with educational activity (occurs in June in downtown Farmington)	No cost for city entity	\$0.00		
	Favor Farmington booth with educational activity (occurs in January at FHS)	No cost for city entity	\$0.00		
Other: ROSEMOUNT	Funds towards portable canopy for outdoor tabling events (one tent shared between cities)	\$286.50	\$286.50		
	Tabletop organics bin giveaway at Crash Course: Organics	\$25.00 per bin	\$25.00		
Other: HASTINGS	Funds towards portable canopy for outdoor tabling events (one tent shared between cities)	\$21.50	\$21.50		
	Tabletop organics bin giveaway at Crash Course: Organics	\$25.00 per bin	\$25.00		
Other: FARMINGTON	Funds towards portable canopy for outdoor tabling events (one tent shared between cities)	\$43.00	\$43.00		
	Tabletop organics bin giveaway at Crash Course: Organics	\$25.00 per bin	\$25.00		
<i>Funding Request Subtotal</i>	-	-	\$6,376.00		
<i>Matching Funds: ROSEMOUNT</i>	Room rental (Steeple Center) for Crash Course: Recycling and Crash Course: Organics	\$180 rental fee x 2 classes	\$360.00		
<i>Matching Funds: HASTINGS</i>	Room rental (City Hall) for Crash Course: Recycling and Crash Course: Organics	\$180 rental fee x 2 classes	\$360.00		
<i>Matching Funds: FARMINGTON</i>	Room rental (Rambling River Center) for Crash Course: Recycling and Crash Course: Organics	\$180 rental fee x 2 classes	\$360.00		
<i>Matching Funds Subtotal</i>			\$1,080.00		
<i>Deliverables: Minimum Grant Requirements</i>					
<input checked="" type="checkbox"/> A. Provide in-person waste abatement education for adults and youth through instructional classes, presentations, tours, or activities at booths, events, or gatherings to educate 1% or more of the Municipality's population through face-to-face learning experiences, on one to two of the following topics per activity: <ol style="list-style-type: none"> 1. Home recycling (required) 2. Residential organics drop site(s) (optional) 3. Residential services at the Recycling Zone (optional) 					

4. Local reduce/reuse opportunities for residents (e.g., classes about simple mending, donation/downsizing with ~~volunteer~~ messaging on proper disposal) (optional)
Describe plan, including event names, cities, locations, dates, and total number of people to educate in person (1% goal): ROSEMOUNT: Rosemount EXPO occurs in March at the Rosemount Community Center; Crash Course Recycling (topic 1) and Crash Course Organics (topic 3) occur in April at the Steeple Center; Leprechaun Days occurs last full week in July at Central Park (Rosemount 1% of population = 261 people) HASTINGS: Crash Course: Recycling (topic 1) and Crash Course: Organics (topic 3) occur in April at City Hall; Rivertown Days occurs in mid-July in downtown Hastings; National Night Out occurs first Tuesday in August at Lions Park (Hastings 1% of population = 223 people) FARMINGTON: Favor Farmington occurs in January at Farmington High School; Crash Course: Recycling (topic 1) and Crash Course: Organics (topic 3) occur in April at the Rambling River Center; Dew Days occurs last week of June in downtown Farmington (Farmington 1% of population = 237 people)

- B. Use display and education materials provided by County Liaison and track planned education activities in County tool.
- C. Review display and education materials with County liaison in advance of in-person education.
- D. If conducting online education, provide a live format with interactive opportunities (i.e., no pre-recorded videos).
- E. Use messaging standards on County website for verbal education or have County Liaison review messaging.
- F. Coordinate with County Liaison for any education requests in schools, businesses, and multifamily residences.
- G. Track and report number of people educated in person using County forms, on an annual basis or more often as requested, including monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
- Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Measured Tons)</i>	NA				
<i>Other Potential Outcomes (Optional)</i>	The community is educated about best waste management practices.				
<i>Activity Report: Jan-Jun</i>	• Fill in County report form(s) by July 15, 2024				
<i>Activity Report: Jul-Dec</i>	• Fill in County report form(s) by January 15, 2025				
8. Event Recycling and Organics Collection*	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Supplemental #8	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 24 x \$50/hr.	\$1,200.00		
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 29 x \$50/hr.	\$1,450.00		
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 22 x \$50/hr.	\$1,100.00		
Recycling/organics services: ROSEMOUNT	Leprechaun Days organics dumpster for BOH organics	\$1,000/dumpster	\$1,000.00		
Recycling/organics services: HASTINGS	Rivertown Days organics dumpster for BOH organics	\$1,000/dumpster	\$1,000.00		
Recycling/organics services: FARMINGTON	Dew Days organics dumpster for BOH organics	\$1,000/dumpster	\$1,000.00		
<i>Funding Request Subtotal</i>	-	-	\$6,750.00		
<i>Matching Funds: ROSEMOUNT</i>	Leprechaun Days recycling dumpster	\$600/dumpster x 2 dumpsters	\$1,200.00		
	Food Truck Fest recycling dumpster	\$600/dumpster	\$600.00		
<i>Matching Funds: HASTINGS</i>	Parks staff labor (changing trash/recycling bins throughout Rivertown Days)	60 hrs. x \$50/hr.	\$3,000.00		
<i>Matching Funds Subtotal</i>			\$4,800.00		
<i>Combined Subtotal for #7 and #8*</i>			\$13,126.00		

Deliverables: Minimum Grant Requirements

- A. Implement recycling, back-of house organics collection, or both, at events, tournaments, and festivals.
 1. Contact and assist event coordinators to plan and implement recycling collection, back-of-house organics collection, or both.

2. Assist with obtaining temporary containers, proper bags, signage, hauler services for collection, and as appropriate recruit waste station staffing.
3. Assist with applying best waste management practices for standardized messaging to vendors, volunteers, and custodial staff; labeling an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow; and confirming delivery to a licensed/permitted facility.
4. For recyclables collection, prioritize events on public property that generate at least one ton (8 cy) of trash (e.g., community events, athletic tournaments, fairs, markets, concerts, etc.)
5. For organics collection, prioritize events of at least 300 people that generate back-of-house organics and at least one ton (8 cy) of trash.
6. Obtain confirmation that collected materials are delivered to a licensed or otherwise approved recycling/organics facility if grant funds are being used for hauling services at city events.

Describe plans for activities in (A): **Event/tournament names, dates, cities, locations, and potential tons generated (see A4-A5):**
ROSEMOUNT: Leprechaun Days occurs the last full week of July at Central Park and surrounding downtown area, estimated 1 ton of waste generated; Food Truck Fest occurs the third Saturday in September at Central Park, estimated 0.25 tons of waste generated; (athletic and sporting tournaments occur on city fields throughout spring, summer, and fall with adequate infrastructure in place throughout the season) **HASTINGS:** Rivertown Days takes place in mid-July in Levee Park and surrounding downtown, estimated 1 ton of waste generated; (waste containers at city fields have adequate capacity for 99% of games and tournaments, additional costs for increased capacity if requested is charged directly to the tournament) **FARMINGTON:** Dew Days takes place the last weekend in June in downtown Farmington, estimated 1 ton of waste generated; Food Truck event takes place in May at Stelzel Field (which is located on City of Empire property), estimated 0.25 tons of waste generated; (city does not have enough fields to host athletic and sporting tournaments, so no additional infrastructure/staff needed)

Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Tons)</i>	4.5 tons		
<i>Other Potential Outcomes (Optional)</i>			
<i>Activity Report: Jan-Jun</i>	<ul style="list-style-type: none"> • Fill in County report form(s) by July 15, 2024 		
<i>Activity Report: Jul-Dec</i>	<ul style="list-style-type: none"> • Fill in County report form(s) by January 15, 2025 		

*Supplemental Funding categories #7 and #8 share one funding allocation; combined subtotals may not exceed maximum fund eligibility.

9. Gap Funding	Description of Expense	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual
Staff: Salary to administer Grant Requirements for Section 4, Special Collections	ROSEMOUNT: Name: Violet Penman Title: SW&R Coord.	# Hours: 13 x \$50/hr.	\$650.00		
	HASTINGS: Name: Violet Penman Title: SW&R Coord.	# Hours: 14 x \$50/hr.	\$700.00		
	FARMINGTON: Name: Violet Penman Title: SW&R Coord.	# Hours: 6 x \$50/hr.	\$300.00		
Other: Additional Funding for Section 3, Municipal Facilities/Parks Verification & Education	ROSEMOUNT: Grant category eligible for Gap Funding: Section 3, additional recycling infrastructure	\$206.50/bin x 10 bins	\$2,065.00		
	HASTINGS: Grant category eligible for Gap Funding: Section 3, additional recycling infrastructure	\$206.50/bin x 10 bins	\$2,065.00		
	FARMINGTON: Grant category eligible for Gap Funding: Section 3, additional recycling infrastructure	\$206.50/bin x 10 bins	\$2,065.00		
<i>Funding Request Subtotal</i>	-	-	\$7,845.00		
<i>Matching Funds</i>					

Deliverables: Minimum Grant Requirements

- 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.

Describe plan: ROSEMOUNT: Additional funding to support staff time labor and planning for spring and fall cleanups (section 4); additional funding for recycling infrastructure to meet needs in parks and municipal facilities (section 3). HASTINGS: Additional funding to support staff time labor and planning for spring and fall Paper Shred Event (section 4); additional funding for recycling infrastructure to meet needs in parks and municipal facilities (section 3). FARMINGTON: Additional funding to support staff time labor and planning for spring and fall Mattress/Box Spring Drop-Off & Document Shred Event (section 4); additional funding for recycling infrastructure to meet needs in parks and municipal facilities (section 3).

Other: [Click or tap here to enter text.](#)

<i>Diversion Potential (Measured Tons)</i>	See sections 4, 6, and 8 for diversion potentials		
<i>Other Potential Outcomes (Optional)</i>			
<i>Activity Report: Jan-Jun</i>	<ul style="list-style-type: none"> Fill in County report form(s) by July 15, 2024 		
<i>Activity Report: Jul-Dec</i>	<ul style="list-style-type: none"> Fill in County report form(s) by January 15, 2025 		

	SUPPLEMENTAL FUNDING SUMMARY	Jan-Jun Report	Jul-Dec Report
Total Supplemental Funding Request	\$51,134.75		
Total Supplemental Matching Funds	\$9,420.00 (18% match)		
Total Supplemental Diversion Potential (Tons)	5 tons (0.25 tons swap items + 0.25 tons single-use cups diverted from landfill + 4.5 tons recycling and organics collected from large events)		
Total Supplemental Funding Staff Hours	718 hours (+ 60 hours from matching funds)		
Total Supplemental Funding Staff Expense	\$35,900.00		

	APPLICATION SUMMARY	Jan-Jun Report	Jul-Dec Report
Total Base and Supplemental Funding Request (Combined)	\$118,300.35		
Total Base and Supplemental Matching Funds (Combined)	\$36,361.45 (31% match)		
Total Base and Supplemental Diversion Potential (Combined)	58 tons (25 tons paper + 291 mattresses (8 tons) + 6 tons pumpkins + 1 ton holiday lights + 13 tons scrap metal + 40 bicycles + 0.25 tons swap items + 0.25 tons single-use cups diverted from landfill + 4.5 tons recycling and organics collected from large events)		
Total Base and Supplemental Funding Staff Hours (Combined)	1,536 hours (+ 180 from matching funds)		
Total Base and Supplemental Funding Staff Expense (Combined)	\$76,800.00		

C. Application Signature

Authorized Representative (Contract Signatory):	Dan Schultz
--	-------------

Title:	Rosemount Parks & Recreation Director
Signature (electronic signature acceptable):	Dan Schultz
Date:	11/8/23

Report and Reimbursement Request for January 1, 2024 – June 30, 2024*

Due: July 15, 2024

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory):	
Title:	
Signature (electronic signature acceptable):	
Date:	
Total Reimbursement Request:	

Report and Reimbursement Request for July 1, 2024 – December 31, 2024*

Due: January 15, 2025

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory):	
Title:	
Signature (electronic signature acceptable):	
Date:	
Total Reimbursement Request:	

*Attach documentation for all expenses as described in Dakota County Community Waste Abatement Grant Program 2024 Guidelines.

INSURANCE TERMS

VIII-13

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).