



CITY OF MINNETRISTA

BUSINESS / DISCUSSION ITEM

Subject: Approval of Residential Recycling Grant Agreement with Hennepin County for January 1, 2026 – December 31, 2028

Prepared By: Brian Grimm, Finance Director

Meeting Date: February 2, 2026

Issue:

The City of Minnetrista operates a residential recycling program for its residents, with grant funding provided by Hennepin County through the state of Minnesota's SCORE funding program. In exchange for the grant funds, the city agrees to the operating terms set forth in the grant agreement, including recycling services, materials to be collected, vendor requirements, data reporting requirements, and recycling performance criteria, along with some other basic requirements.

Background:

The City of Minnetrista has recently received this new four-year grant agreement with Hennepin County from Ms. Kirsten Wahlberg of the Hennepin County Environmental Services department. This agreement continues the goals and desired outcomes that have been in place through the agreement that has been in place through 2025.

The County is committed to implementing the funding policy and will continue to distribute its SCORE funds to cities for the purpose of curbside recycling and organic programs. The document outlines the percentages allocated to each of these activities and processes. Through our City budget discussions earlier in the year our estimated projected grant revenue was provided during the 2026 draft recycling budget worksession.

Conclusion:

Minnetrista has participated in recycling programs for a number of years through our vendor contract with Waste Management. Approval of this grant agreement, help offset some of the costs of providing this service.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Recommended City Council Action: Motion to approve the Recycling Grant Agreement with Hennepin County for the period of four years from January 1, 2026 through December 31, 2028.

Does Recommended Action meet City Mission Statement? Yes No

Does Recommended Action meet City Goals/Priorities? Yes No

Explain:

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

RESOLUTION NO. 15-26

RESOLUTION APPROVING THE RESIDENTIAL RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY FOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

WHEREAS, the Hennepin County Board, by Resolution, adopted and approved the Hennepin County Residential Recycling Funding Policy for the period of January 1, 2026 through December 31, 2028, and authorized grant funding for municipal recycling programs consistent with the Funding Policy; and

WHEREAS, the City of Minnetrista operates a municipal curbside recycling program and other waste reduction and recycling activities as described in the grant application; and

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

THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, to approve the Residential Recycling Grant Agreement and operate the residential recycling program as described in the agreement for the period of January 1, 2026 through December 31, 2028.

This resolution was adopted by the City Council of the City of Minnetrista on the 2nd day of February 2026 by a vote of ____ Ayes and ____ Nays.

Mayor

ATTEST:

City Clerk

RESIDENTIAL WASTE REDUCTION AND RECYCLING GRANT AGREEMENT

This Grant Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy Department, 300 South Sixth Street, MC 679, Minneapolis, Minnesota 55487 (“COUNTY”), and CITY OF MINNETRISTA, 7701 County Road 110 West, Minnetrista, Minnesota, 55364 (“GRANTEE”), a Minnesota government entity.

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

This Agreement shall commence following execution by all parties. GRANTEE shall complete all Grant Requirements, as defined below, and submit all required documentation on or before December 31, 2028, unless this Agreement is terminated earlier in accordance with the provisions herein.

Annual grant payments (“Grant Funds”) shall be calculated as set forth in Section 3.

2. GRANT REQUIREMENTS

GRANTEE shall apply for annual grant funds and operate its Waste Reduction and Recycling Programs as more fully described in Attachment A, the Residential Waste Reduction and Recycling Funding Policy.

In addition to any other reporting requirements contained in this Agreement, including in any attachments, within thirty (30) days after COUNTY’s request, GRANTEE shall submit grant progress reports to the COUNTY in the manner directed by COUNTY and which may include summarizing activities and outcomes for the given period, goals, objectives, activities, outcomes, challenges, lessons learned, financial information, and/or administrative/programmatic monitoring descriptions.

3. GRANT FUNDS DISBURSEMENT

The COUNTY will distribute SCORE funds that the COUNTY receives from the state to Hennepin County municipalities. SCORE funds will be dedicated to the following different purposes: 1) general funding for waste reduction and recycling programs, 2) curbside organics recycling programs, 3) organics drop-off sites, 4) multifamily waste reduction and recycling.

SCORE funds are based on revenue received by the State of Minnesota from the solid waste management tax (SWMT) on garbage services and are subject to change based on the SWMT revenue received by the state and funds allocated by the legislature. Funds

distributed to municipalities for the current calendar year will be based on SCORE funds received by the COUNTY in the state’s corresponding fiscal year.

The COUNTY will make two payments to the GRANTEE, according to the provisions set forth below. Those two payments will provide the sum of each city’s total grant amount for general waste reduction and recycling programs, curbside organics recycling programs, organics drop-off sites, and multifamily waste reduction and recycling. One payment will be made after COUNTY receives the applications for funding from GRANTEE. A second payment will be made after basic program requirements, education and outreach requirements, and performance have been confirmed and approved. If GRANTEE meets the requirements, both payments will be made during the same calendar year.

A. Waste reduction and recycling programs

COUNTY will dedicate 40% of SCORE funds to provide funding for city waste reduction and recycling programs. The following formula will be used to calculate GRANTEE’s waste reduction and recycling grant amount.

Number of eligible households with curbside recycling in city ----- Total number of eligible households with curbside recycling in county	x	40% of SCORE funds available	=	Waste reduction and recycling grant amount available to the city
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Eligible households are defined as households in single-family through fourplex residential buildings or other residential buildings where each household has its own recycling collection container to set out for curbside collection and receives recycling collection service through the city. In cities with open recycling collection, eligible households are defined as households in single-family through fourplex residential buildings where each household has its own recycling collection container to set out for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. GRANTEE will report the number to COUNTY in its annual application for funding.

B. Curbside organics recycling programs

COUNTY will dedicate 50% of SCORE funds to provide funding for curbside organics recycling programs. Funds will be allocated using participation targets for each eligible city. Funding is not contingent upon meeting the participation target. The following formula will be used to calculate GRANTEE’s curbside organics recycling grant amount.

$$\begin{array}{rcl}
 \text{Target number of households with} & & \text{Curbside organics} \\
 \text{curbside organics recycling in city} & & \text{recycling grant} \\
 \text{-----} & \times & \text{50\% of SCORE} \\
 & & \text{funds available} \\
 & & = \\
 \text{Total number of households with} & & \text{amount available to} \\
 \text{curbside organics recycling in} & & \text{the city} \\
 \text{county} & &
 \end{array}$$

Initial participation targets (as a percent of households with curbside recycling service):

- 60% for cities that contract for organics recycling service
- 30% for cities that require haulers to offer organics recycling service

COUNTY will provide a minimum grant of \$3,300 per city for curbside organics recycling programs.

C. Organics drop-off sites

COUNTY will dedicate up to \$3,300 per eligible city to provide funding for organics drop-off site expenses. Cities with a population of less than 10,000 are eligible.

D. Multifamily waste reduction and recycling

COUNTY will take 10% of SCORE funds, subtract the amount allocated to organics drop-off sites, and dedicate the remainder to provide funding for multifamily waste reduction and recycling programs. For the purposes of this policy, city multifamily waste reduction and recycling programs include organics recycling. Funds will be allocated based on the number of multifamily households. The following formula will be used to calculate GRANTEE’s multifamily waste reduction and recycling grant amount.

$$\begin{array}{rcl}
 \text{Number of multifamily} & & \text{Multifamily waste} \\
 \text{households in city} & & \text{reduction and} \\
 \text{-----} & \times & \text{10\% of SCORE} \\
 & & \text{funds available} \\
 & & = \\
 \text{Total number of multifamily} & & \text{recycling grant} \\
 \text{households in county} & & \text{amount available to} \\
 & & \text{the city} \\
 & & \text{minus organics} \\
 & & \text{drop-off funds}
 \end{array}$$

If cities do not apply for available multifamily grant funds, the unclaimed funds will be re-allocated to the cities that applied in proportion to the number of multifamily households in those cities.

Multifamily households in cities with organized recycling collection are defined as 1) households in buildings where each household does not have its own recycling collection container to set out for curbside collection, or 2) households in buildings that do not receive recycling collection service through the city,

including apartment buildings, condominiums, townhomes, and cooperative housing units where a property manager or association coordinates collection service. Multifamily households in cities with open recycling collection are defined as households in residential buildings larger than a fourplex.

E. Cities of the first class

Cities of the first class must comply with COUNTY's measurable performance standards and report recycling rates and compliance rates to the COUNTY semi-annually beginning February 15, 2026, and every August 15 and February 15 thereafter during the term of this Agreement. Cities of the first class must also report semi-annually beginning February 15, 2026, and every August 15 and February 15 thereafter, on specific steps for implementation that address the COUNTY's priorities identified Board Action 25-0296 R2. COUNTY will determine annually whether the cities have implemented and satisfied performance standards. If the COUNTY finds that the cities have not implemented or satisfied the performance standards, the city must submit a waste reduction and recycling improvement plan to COUNTY within 60 days of being notified by COUNTY. The improvement plan must specify the efforts the city will take to implement and satisfy the performance standards identified by the COUNTY. The improvement plan must be negotiated with COUNTY and approved by COUNTY. If COUNTY does not approve the improvement plan, then it will withhold SCORE funding.

4. PARTY RELATIONSHIP

- A. GRANTEE shall select the means, method, and manner of performing Grant Requirements. Nothing is intended nor should be construed as creating or establishing any relationship, besides that of grantor and grantee, between the parties. GRANTEE is not COUNTY's vendor, contractor, agent, representative, or employee for any purpose. GRANTEE shall secure at its own expense all personnel and resources required in completing Grant Requirements under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any activities under this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY.
- B. If GRANTEE enters into any agreement with any entity to provide goods or services related to GRANTEE's performance of the Grant Requirements, GRANTEE shall memorialize that relationship with a written and duly executed agreement with said entity. That agreement will include, at minimum, the following provisions:
 - (i) Neither GRANTEE nor the engaged entity is acting as agent(s) for the County of Hennepin, State of Minnesota;
 - (ii) The parties expressly agree that the County of Hennepin, State of Minnesota, is not a party to their agreement; and

(iii) The County of Hennepin, State of Minnesota is not responsible or liable for any duty or obligation under their agreement, including but not limited to paying any amount whatsoever under the agreement.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person nor prohibit their participation in or the benefits of any program, service or activity related to this Agreement on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

6. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of GRANTEE, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the Grant Requirements in this Agreement, and against all loss by reason of the failure of GRANTEE to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of GRANTEE personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

7. INSURANCE

Each party warrants that it has purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

8. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

9. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

- A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by GRANTEE does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by GRANTEE or acquired by GRANTEE from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE’s indemnification obligations herein.

- C. INTENTIONALLY OMITTED.

- D. Upon expiration or termination of this Agreement:
- (1) At the discretion of COUNTY and as specified in writing by the Grant Manager, GRANTEE shall deliver to the Grant Manager all County Data so specified by COUNTY.
 - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
 - (3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 6.551, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement and/or the performance of the Grant Requirements, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however,

shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

- C. GRANTEE shall not subcontract this Agreement whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement. Further, GRANTEE shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of any specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between GRANTEE and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. GRANTEE shall make contracts between GRANTEE and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between GRANTEE and a subcontractor, or a waiver or release by COUNTY of GRANTEE's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between GRANTEE and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, GRANTEE shall pay any subcontractor within ten (10) days of GRANTEE's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and GRANTEE shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Termination, or Minnesota Law Governs may not be altered, varied, modified or waived by any change in project scope, specifications, or other document.

- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND TERMINATION

- A. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice, including but not limited to failure of the GRANTEE to perform Grant Requirements or failure of the Grant Requirements to promote a public purpose. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment of Grant Funds until GRANTEE's compliance. In the event of a decision to withhold Grant Funds, COUNTY shall furnish prior written notice to GRANTEE.
- B. COUNTY may immediately terminate this Agreement if GRANTEE, or any GRANTEE directors, employees, or other personnel are convicted of a criminal offense relating to any COUNTY, State of Minnesota, or federal grant.
- C. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any Grant Funds except for reimbursements duly invoiced for completed Grant Requirements pursuant to this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any Grant Funds related to the performance of any Grant Requirements occurring after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any Grant Funds already invoiced by GRANTEE prior to the notice of suspension or

termination, if those costs and supporting documentation are validated by COUNTY, except that COUNTY shall not be obligated to pay any Grant Funds as or for penalties, early termination fees, charges, time and materials for Grant Requirements not already invoiced.

- H. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: PARTY RELATIONSHIP; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. GRANT MANAGER

Kirsten Wahlberg, or successor, (“Grant Manager”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Renae Neumann, rneumann@ci.minnetrista.mn.us, 952-241-2528 shall manage the Agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable law, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. GRANTEE shall immediately notify COUNTY if GRANTEE is debarred or suspended during the term of this Agreement.

17. RECYCLING

COUNTY encourages GRANTEE to establish a recycling program for at least three materials, such as newsprint, office paper, glass, plastic, and metal.

18. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the Grant Administrator with a copy to the originating COUNTY department at the addresses given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE's Form W-9 provided to COUNTY.

19. CONFLICT OF INTEREST

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

20. MEDIA OUTREACH

GRANTEE shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Grant Administrator or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, GRANTEE (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

22. PERSONAL PROPERTY TAX, PROPERTY TAX, AND INCOME TAX

- A. GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for taxes owed on or before the date of the execution of this Agreement. If COUNTY finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), COUNTY may refuse to disburse Grant Funds or require the return of all or part of the Grant Funds already disbursed.
- B. GRANTEE acknowledges that Grant Funds may be subject to federal and/or state or local taxes. Except as part of a tax-specific outreach program, COUNTY cannot provide tax advice and encourages GRANTEE to consult with a professional tax advisor.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

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COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

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Reviewed for COUNTY by:

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ATTEST:

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Board Resolution No:
{ { *BoardResolution_es_:signer5:brs } }

By:

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Document Assembled by:

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GRANTEE

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

By:

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{ { ttl_es_:signer2:title} }

By:

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*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

Residential Waste Reduction and Recycling Funding Policy

January 1, 2026 – December 31, 2028

I. Policy Overview

A. Background

The Hennepin County Board of Commissioners has determined that residential waste reduction and recycling programs support county goals to make progress toward zero waste, reduce greenhouse gas emissions, and eliminate disparities associated with waste disposal. The county has adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Waste Reduction and Recycling Funding Policy to help reach a 75% recycling rate by 2030.

B. SCORE funds

The county receives funding from the state's Select Committee on Recycling and the Environment (SCORE) for the development and implementation of waste reduction and recycling programs. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management tax (SWMT) on garbage services and are subject to change based on the SWMT revenue received by the state and funds allocated by the legislature.

C. Support for city programs

City recycling programs play an important role in the county's integrated solid waste management system. The county has funded city recycling programs for over 30 years and will use this policy to make available all SCORE funds to cities for residential waste reduction and recycling programs. SCORE funds will be dedicated to four different purposes: 1) general funding for waste reduction and recycling programs, 2) curbside organics recycling programs, 3) organics drop-off sites, and 4) multifamily waste reduction and recycling. Funds distributed to cities for a calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

D. Term of the policy

Hennepin County is committed to implementing this policy from January 1, 2026, through December 31, 2028. The county may revise this policy to align with strategic priorities developed in the zero-waste plan or solid waste management plan. In addition, the county may revise this policy, if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. If SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with cities at that time and develop a recommendation to the board on future funding for residential waste reduction and recycling programs.

E. Grant agreements

Each city seeking funding under the terms of the Residential Waste Reduction and Recycling Funding Policy must enter into a grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2028. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement. If cities form a joint powers organization responsible for waste reduction and recycling programs, the county will enter into a grant agreement with that entity and distribute funds to that organization.

II. Allocation of Funds

SCORE funds will be dedicated to the following purposes:

- General funding for waste reduction and recycling programs
- Curbside organics recycling programs
- Organics drop-off sites
- Multifamily waste reduction and recycling

A. Waste reduction and recycling programs

The county will dedicate 40% of SCORE funds to provide funding for city waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on number of eligible households with curbside recycling service. The following formula will be used to calculate a city's grant amount.

$$\begin{array}{r} \text{Number of eligible households} \\ \text{with curbside recycling in city} \\ \text{-----} \\ \text{Total number of eligible} \\ \text{households with curbside} \\ \text{recycling in county} \end{array} \times \begin{array}{l} 40\% \text{ of SCORE} \\ \text{funds available} \end{array} = \begin{array}{l} \text{Waste reduction} \\ \text{and recycling} \\ \text{grant amount} \\ \text{available to the} \\ \text{city} \end{array}$$

Eligible households are defined as households in single family through fourplex residential buildings or other residential buildings where each household has its own recycling collection container to set out for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

B. Curbside organics recycling programs

The county will dedicate 50% of SCORE funds to provide funding for curbside organics recycling programs. Funds will be allocated using participation targets for each city. Funding is not contingent upon meeting the participation target. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Target number of households with curbside organics recycling in city}}{\text{Total target number of households with curbside organics recycling in county}} \times 50\% \text{ of SCORE funds available} = \text{Curbside organics recycling grant amount available to the city}$$

The county will provide a minimum grant of \$3,300 per city for curbside organics recycling programs.

Participation targets (as a percent of households with curbside recycling service):

- 60% for cities that contract for organics recycling service
- 30% for cities that require haulers to offer organics recycling service

C. Organics drop-off sites

The county will dedicate \$3,300 per eligible city to provide funding for organics drop-off site expenses. Cities with an organics drop-off and a population of less than 10,000 are eligible.

E. Multifamily waste reduction and recycling

The county will take 10% of SCORE funds, subtract the amount allocated to organics drop-off sites, and dedicate the remainder to provide funding for multifamily waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on the number of multifamily households. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Number of multifamily households in city}}{\text{Total number of multifamily households in county}} \times 10\% \text{ of SCORE funds available minus organics drop-off funds} = \text{Multifamily waste reduction and recycling grant amount available to the city}$$

If cities do not apply for available multifamily grant funds, the unclaimed funds will be re-allocated to the cities that applied in proportion to the number of multifamily households in those cities.

Multifamily households in cities with organized recycling collection are defined as 1) households in buildings where each household does not have its own recycling collection container to set out for curbside collection, or 2) households in buildings that do not receive recycling collection service through the city, including apartment buildings, condominiums, townhomes, and cooperative housing units where a property manager or association coordinates collection service. Multifamily households in cities with open recycling collection are defined as households in residential buildings larger than a fourplex.

III. Application for Funding

A. General program and curbside organics application

To receive funding for waste reduction and recycling programs and curbside organics recycling, each city must complete an annual grant application by February 15 of that year. The application consists of a web-based report that requests the following: contract, program, tonnage, and financial information. The participation rate for the curbside recycling program must also be included in the web-based report. The city must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The county may request additional information, such as a planning document with a description of activities the city will implement to increase recycling and make progress toward county objectives.

B. Organics drop-off sites and multifamily supplementary application

To receive funding for organics drop-off sites and multifamily waste reduction and recycling, a city must submit a supplementary grant application form annually. The county will provide this form by February 15, and the city must complete it by March 15 of that year.

IV. Use of Funds

A. Conditions applying to all funds

The following requirements apply to the use of all funds:

1. Funds must be expended on eligible activities per Minnesota Statutes §115A.557.

2. All grant funds accepted from the county must be used in the year granted unless the county agrees to an exception. The county will not provide any funds in excess of actual expenses. Funds not spent must be returned to the county.
3. A city or joint powers organization may not charge its residents through property tax, utility fees, waste fees, environmental fees, or any other method for the portion of its waste reduction and recycling program costs that are funded by county grant funds.
4. Cities must track expenditures for waste reduction and recycling programs, curbside organics recycling, organics drop-off sites, and multifamily waste reduction and recycling and establish accounting mechanisms to provide the information requested in the financial section of the annual grant application.
5. Waste reduction and recycling activities, revenues, and expenditures are subject to audit.

B. Curbside organics use of funds

Curbside organics grant funds may be used for program expenses, including the following:

- Incentives for participation (service discounts, countertop pails, compostable bags)
- City contract costs
- Education and outreach
- Carts
- Other expenses approved by the county

Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

C. Organics drop-off sites use of funds

Organics drop-off site grant funds may be used for program expenses, including the following:

- Hauling and disposal
- Dumpsters or carts
- Site construction
- Education and outreach
- Incentives for participation (countertop pails, compostable bags)
- Other expenses approved by the county

D. Multifamily waste reduction and recycling use of funds

Cities that choose to apply for multifamily waste reduction and recycling funding will work with

the county to identify eligible activities that are customized to the city's goals and needs. These activities will be determined through the supplementary grant application process.

Multifamily resources provided by the county, including reusable tote bags/baskets and multifamily specific signs and labels, are not eligible expenses.

V. City Requirements

A. Materials accepted

A city's curbside collection program must accept a list of mixed recyclables as selected by the county in consultation with haulers, local material recovery facilities, and end markets. The county will update the list of materials as needed, distribute the list to city recycling coordinators, and post the list on the county's website.

B. Education and outreach

The partnership between the county and cities has been highly effective in educating residents and motivating behavior change. To continue this partnership and increase these efforts, city waste reduction, recycling and organics recycling activities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

1. Use county terminology on promotional and educational materials when describing recycling and organics recycling guidelines, including the description of materials accepted and not accepted, as well as when describing preparation guidelines.
2. Use images approved by the county if using images of mixed recyclables and organic materials.
3. Provide the following information on the city's website:
 - Recycling and organics recycling materials accepted and not accepted
 - Curbside collection calendar
 - Contact information for the city's recycling coordinator
 - Links to city recycling resources and programs
 - Organics drop-off site(s) information
 - Links to county recycling resources and programs
4. Provide a guide on recycling and organics recycling to residents each year. The guide shall contain information on curbside collection, materials accepted and not accepted, organics drop off site information (if applicable), and a curbside collection calendar.

5. Complete two or more waste reduction, recycling and organics recycling educational activities annually that include the promotion of curbside collection. The county will provide a list of activities to city recycling coordinators. These activities are in addition to the provision of an annual guide.
6. If a city develops its own educational materials, does not use a template produced by the county, does not utilize design services offered by the county, or relies on a hauler to provide an annual guide, then the city must submit the materials to the county for approval.

C. Waste reduction and recycling performance

On an annual basis, cities must demonstrate that a reasonable effort has been made to improve waste reduction and recycling programs. If a city does not demonstrate measurable progress, a waste reduction and recycling improvement plan must be submitted by the city within 90 days of being notified by the county. The waste reduction and recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the city to improve its program to yield the results necessary to achieve county objectives. In cooperation with the county, the city may be required to participate in waste sorts and community engagement to identify strategies to improve waste reduction and recycling outcomes.

D. Cities of the first class

Cities of the first class must comply with the county's measurable performance standards and report recycling rates and compliance rates to the county annually by February 15 and semi-annually thereafter. Cities of the first class must also report bi-annually on specific steps for implementation that address the county's priorities.

The county will determine annually whether the cities have implemented and satisfied performance standards. If the cities do not implement and satisfy the performance standards, a waste reduction and recycling improvement plan must be submitted by the city within 60 days of being notified by the county. The improvement plan must specify the efforts the city will take to implement and satisfy the performance standards identified by the county. The improvement plan must be negotiated with the county and approved by the county. If the county does not approve the improvement plan, then SCORE funding will be withheld.

VI. Grant Payments

The county will make two payments to cities each year. Those two payments will provide the sum of each city's total grant amount for general waste reduction and recycling programs, curbside organics recycling programs, organics drop-off sites, and multifamily waste reduction and recycling. One payment will be made after the county receives the applications for funding. A second payment will be made after basic program requirements, education and outreach

requirements, and performance have been confirmed and approved. If the city meets the county requirements, both payments will be made during the same calendar year.

Cities are expected to fulfill the conditions of this policy and the requirements of the county's Ordinance 13. It is the responsibility of each city to meet the requirements of Ordinance 13. The implementation of the county requirements for cities shall be the responsibility of each respective city. If any city fails to establish or implement any or all of the city requirements in Ordinance 13, all SCORE funding will be withheld until the city meets the requirements or a waste reduction and recycling improvement plan is negotiated with the county.