

AGENDA ITEM – 8E



DATE: February 9, 2026

TO: Honorable Mayor and City Councilmembers
Jessica Jagoe, City Administrator

FROM: Jen Estling, Deputy Clerk

SUBJECT: Authorization to Execute Agreements with Ramsey County and Freimuth Enterprises, LLC for Recycling Day on May 30, 2026

Budgeted Amount: \$11,027.00 SCORE	Estimated Amount: N/A	Funding Source: Recycling Funds
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Council Should Consider

Council should consider authorizing Staff to sign:

- The agreement with Ramsey County to hold our Recycling Day event at the Public Works yard, which is on Ramsey County property.
- The agreement with Freimuth Enterprises, LLC as the vendor facilitating the Recycling Day for Arden Hills.

Background

Every year the City applies for grant money from Ramsey County’s recycling SCORE grant program. The base funds are used to offset the cost of the City’s recycling program, including administration, equipment, and collection costs. Incentive funding, in addition to the base allowance, can be used for up to two approved incentive initiatives per year.

Until last year, incentive funds had been used for the annual Cleanup Day event with Recycle Technologies in Blaine. Prior to that partnership, the City held a Cleanup Day in conjunction with the City of Shoreview. Last year, Staff coordinated a Recycling Day that was facilitated at the Arden Hills Public Works Yard, located behind the Public Works Shop at 1425 Paul Kirkwold Drive. The property is owned by Ramsey County.

Our City Attorney and the County Attorney worked to draft an agreement to cover any loss/damage/injury that may occur during the 2025 event at their facility. That agreement has been modified to change only the event date. Since the event will be identical to last year's, no review by the City Attorney or other modifications were needed. The Ramsey County agreement is presented as Attachment A.

An agreement between the City and Freimuth Enterprises, LLC was also drafted by the City Attorney for last year's event. Again, that same agreement has been revised to insert the 2026 event date. No other changes have been made to the agreement. The vendor agreement is presented as Attachment B.

Staff is requesting City Council authorization for Staff to sign both agreements so the Recycling Day event can move forward on Saturday, May 30, 2026.

Budget Impact

The cost for the proposed Recycling Day event, including vendor cost, materials collected and Staff time, would be covered by the SCORE Grant Incentive funding.

Attachments

Attachment A: Ramsey County Access Permit

Attachment B: Freimuth Enterprises Agreement

ACCESS PERMIT

BETWEEN CITY OF ARDEN HILLS AND RAMSEY COUNTY

This Access Permit Agreement ("Agreement") is by and between Ramsey County, a political subdivision of the State of Minnesota ("County") and the City of Arden Hills, a Minnesota municipal corporation ("City").

WHEREAS, County is the owner of the Public Works facility("PW") located at 1425 Paul Kirkwood Drive, Arden Hills, MN ("Property");

WHEREAS, the City utilizes building space at PW under separate lease agreement with County;

WHEREAS, City intends to host a citywide waste drop-off event for residents of Arden Hills at PW on the Property on Saturday, May 30, 2026 ("Event");

WHEREAS, City agrees to assume responsibility for the management of the Event: and

WHEREAS, In exchange for City's promises, County agrees to allow City to access PW on the Property for the Event ("Access Permit"), in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, City and County agree as follows:

- A. County hereby issues the Access Permit to City in order for the City, its employees, agents or contractors ("City Parties") to have access to the Property at the locations shown on Exhibit A, attached hereto and incorporated herein, for trucks and rolloff bin placement. Resident access for drop-off of waste will be restricted to the location indicated on Exhibit A and adjacent drive through lanes as established by the City and clearly delineated with traffic cones, roping, caution tape and signage. City will manage all access to the Property and traffic for the Event but City has a separate contract with Freimuth Enterprises LLC dba All Appliance Disposal ("Contractor") to collect the waste at the Event.
- B. City Parties will only accept waste from Arden Hills residents in accordance with the list of acceptable items identified on Exhibit B, attached hereto and incorporated herein. No hazardous materials will be accepted.
- C. The Event shall be for the time period of May 30, 2026, from 9 a.m. to noon. City shall have access to the Property for Event preparation and removal of waste and Event equipment for the time period of May 29, 2026, 3 p.m. through May 30, 2026 at 6 p.m. Weather permitting, the City will in good faith complete the work in the time period above. If at noon on Friday, May 30, 2025, it is reasonably foreseeable that the weather will not allow City to complete the work during that time period, County, upon request by City, agrees to automatically extend the time period until Sunday, May 31, 2026 at 6 p.m. City will send written notice to County by 3:00 p.m. on Friday, May 29, 2026, notifying County of the extension of time period due to the weather forecast. At the end of the time period, all equipment, materials, debris and other matter of the City Parties used in connection with or related to this permit shall be removed from the Property.
- D. City shall have at least one full time employee onsite at all times during the Event as well as during preparation of the site and removal of waste material and all other event supplies and equipment.

- E. City Parties shall not damage or destroy any Property of County or PW in connection with the exercise of rights granted by this Access Permit and shall promptly repair and restore any damage that results from or in connection with the exercise of this Permit, including but not limited to, ensuring all parking/road areas are restored to the conditions existing before the Event.
- F. City Parties shall not unduly interfere with PW's or County's normal use of the Property during the Event.
- G. City Parties shall take extreme care in securing all equipment, tools, and supplies while on the Property. City Parties shall work in such a manner as to minimally impact the parking area and drive lanes regarding all work related to this Property.
- H. City shall defend, indemnify, and hold County, its officials, agents, and employees, harmless from any claims, suits, causes of action, liabilities, damages and costs (including reasonable attorney's fees) of whatsoever nature arising out of or related to City Parties', performance (including, but not limited to, all City hired contractors), or failure to perform its duties under this Agreement. City shall not be liable for County's negligence in performing or failing to perform its duties under this Agreement. This provision shall survive the expiration of this Agreement.
- I. City and Contractor shall provide County with an insurance certificate naming County as an additional insured on its general policy of insurance and meeting the criteria shown on Exhibit C, attached hereto and incorporated herein, prior to entering the Property pursuant to the Access Permit.

CITY OF ARDEN HILLS

RAMSEY COUNTY

By: _____
City Administrator

By: _____
Director, Property Management

Dated: _____

Dated: _____

Approved as to Form:

Senior Assistant Attorney

Dated: _____

Exhibit A - Event Location at 1425 Paul Kirkwold Drive

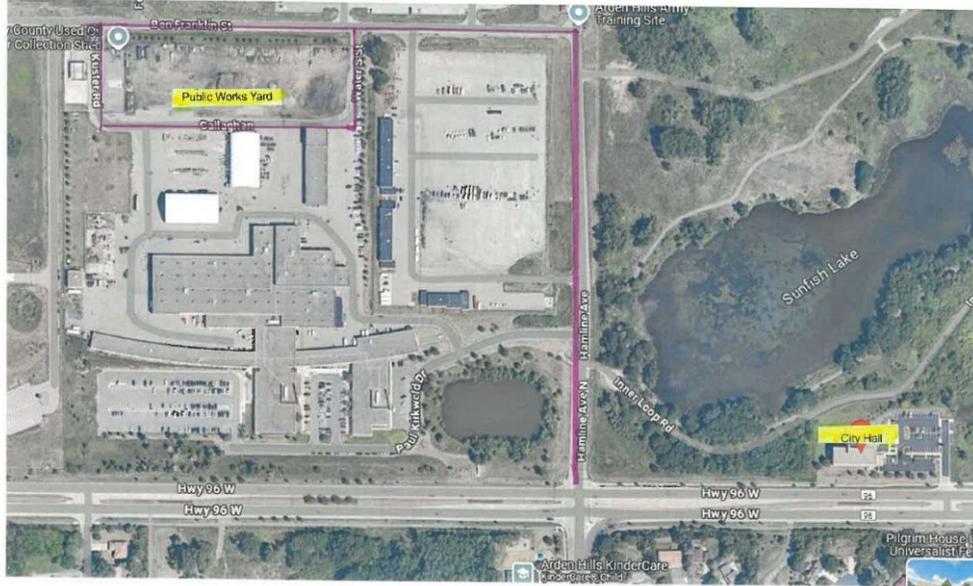


EXHIBIT B - MATERIALS ACCEPTED FOR DROP-OFF

BULBS
FLUORESCENTS BULBS
TVs & MONITORS
TVS -19" AND UNDER
TVS - 20"-29"
ITS 30" AND OVER
CONSOLE TVS - WOOD
CONSOLE TVS- PLASTIC
COMPUTER MONITORS
MISC ELECTRONIC ITEMS
SMALL ITEMS
LARGE ITEMS
HOLIDAY LIGHTS
APPLIANCES
APPLIANCES CONTAING FREON
APPLIANCE NOT CONTAINING FREON
BATTERIES
AUTOMOTOVE
HOUSEHOLD - SMALL BOX
RECHARGABLE - SMALL BOX
OTHER MISC ITEMS
TIRES - LIMIT 10 TIRES TOTAL
MATTRESS & BOX SPRINGS
HIDE-ABED
COUCHES
SECTIONAL COUCH
GRILLS- CHARCOAL
GRILLS - PROPANE
ALUMINUM CANS
SCRAP METAL
SMALL ENGINE EQUIPMENT
WHEELCHAIRS
WINDOWS WITH METAL FRAMES
NOT ACCEPTED:ANY ELECTRONICS WITH DATA STORAGE TO INCLUDE TABLETS, SERVERS, LAPTOPS & CELL PHONES

EXHIBIT C- INSURANCE REQUIREMENTS

Insurance

1. City shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in Minnesota, such insurance as set forth below as will protect the City from any and all judgments, suits, actions and/or claims including attorney fees which may arise out of or result from any and all work contemplated by this Agreement by the City or by a contractor of the City or a subcontractor, or by anyone directly or indirectly employed by any of them, or anyone working on their premises with their permission or by anyone for whose acts any of them may be liable. At a minimum, City is required to carry insurance of the kinds and amounts hereinafter specified.
2. City shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County. If City is self-funded for such coverages, documentation evidencing such coverage should be submitted to and approved by the County Attorney's Office prior to work commencing under this permit.

2.1. Commercial General Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 per aggregate
- \$2,000,000 products/ completed operations aggregate limit
- \$1,000,000 personal injury
- \$ 100,000 fire, legal

2.1.1. Coverage must be written on an occurrence basis using ISO form GC 00 01 07 98 or its equivalent unless otherwise approved by the County.

2.1.2. Ramsey County, their officials and employees shall be listed as additional insured on a primary basis with the respect to operations of the permit using ISO form CG 20 12 11 85 or its equivalent.

2.2. Workers' Compensation and Employers' Liability

2.2.1. Workers' Compensation as required by State Statute.

2.2.2. Employers' Liability shall be:

\$500,000/\$500,000/\$500,000

3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/ or any material change in policy.

4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of City to purchase and maintain additional insurance that may be necessary in connection with this permit.
5. City shall not commence work until City has obtained the required insurance and filed an acceptable Certificate of Insurance with the County Attorney's Office. Copies of the insurance policies shall be submitted to the County, upon request.
6. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.
7. Certificates shall specifically indicate in the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is by and between the City of Arden Hills, a Minnesota municipal corporation (“City”), and Freimuth Enterprises, LLC dba All Appliance Disposal (“Company”)(the City and Company are individually a “Party” and collectively the “Parties.”)

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Company will provide services to the City set forth in Section 2.

2. Services. The Company agrees to collect from residents of Arden Hills the materials listed in **Exhibit A** attached hereto and incorporated herein, during Recycling Day on May 30, 2026 from 9:00am – 12:00pm, in the area depicted on **Exhibit B** at The Public Works Yard, located behind the Public Works Garage at 1425 Paul Kirkwold Drive. The Public Works Yard is 1/4 mile north of the intersection at Hwy 96 and Hamline Ave., on Ben Franklin Dr. (the “Services”).

3. Compensation. As consideration for the Services, the City agrees to pay the Company: (a) for labor (estimated to be \$2,650.00) and (b) the cost to collect the items or materials identified in Exhibit A. The Company shall submit a written invoice detailing the labor costs and the items collected to the City upon completion of the Services. The City shall pay the Company within 30 days. Invoices shall be sent to jestling@cityofardenhills.org.

4. Term. This Agreement shall be effective on the date of the last signature to this Agreement and shall continue until both Parties have completed their obligations under this Agreement. The City may terminate this Agreement for convenience at any time. The Parties may terminate this Agreement at any time by mutual agreement. In the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Company to the effective date of termination, as described in the final invoice to the City.

5. Independent Contractor Relationship. The Company is an independent contractor and not an employee of the City.

6. Insurance. The Company, at its sole expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance:

- a. General Liability. The Company agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- b. Automobile Liability. If the Company operates a motor vehicle in performing the Services under this Agreement, the Company shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.

c. Workers' Compensation. The Company agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Company shall also carry employers liability coverage with minimum limits as follows:

- \$500,000 Bodily injury by disease per employee
- \$500,000 Bodily injury by disease aggregate
- \$500,000 Bodily injury by accident

The Company shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

7. Indemnification. To the fullest extent permitted by law, the Company agrees to defend, indemnify, and hold-harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Company's negligence or the Company's performance or failure to perform its obligations under this Agreement. The Company's indemnification obligation shall apply to the Company's subcontractor(s), or anyone directly or indirectly employed or hired by the Company, or anyone for whose acts the Company may be liable. The Company agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. Miscellaneous.

- a. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- b. Assignment. The Company may not assign this Agreement to any other person unless written consent is obtained from the City.
- c. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- d. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Ramsey County, Minnesota.
- e. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- f. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- g. Notices. All notices and other communications pursuant to this Agreement must be in writing and be given either by electronic communications or by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

If to the City: City of Arden Hills
Attn: Jessica Jagoe, City Administrator
1245 Highway 96 W
Arden Hills, MN 55112
Email: jjagoe@cityofardenhills.org

If to the Company: Freimuth Enterprises, LLC
Dbas All Appliance Disposal
Attn: John Freimuth
18641 Highway 65 NE
East Bethel, MN 55011
Email: freimuthentllc@yahoo.com

[Signature page follows.]

CITY OF ARDEN HILLS

FREIMUTH ENTERPRISES, LLC
DBA ALL APPLIANCE DISPOSAL

By: _____
Jessica Jagoe, City Administrator

By: _____
John Freimuth, Owner

Date: _____

Date: _____

EXHIBIT A

2025 EVENT PRICING

FREIMUTH ENTERPRISES - MATERIALS ACCEPTED INCLUDE:

BULBS	PRICE	
FLUORESCENTS BULBS	\$1.00	EACH
TVs & MONITORS	PRICE	
TVS - 19" AND UNDER	\$20.00	EACH
TVS - 20"-29"	\$30.00	EACH
TVS 30" AND OVER	\$50.00	EACH
CONSOLE TVS - WOOD	\$60.00	EACH
CONSOLE TVS - PLASTIC	\$50.00	EACH
COMPUTER MONITORS	\$15.00	EACH
MISC ELECTRONIC ITEMS	PRICE	
SMALL ITEMS	\$5.00	EACH
LARGE ITEMS	\$20.00	EACH
HOLIDAY LIGHTS	FREE	
APPLIANCES	PRICE	
APPLIANCES CONTAINING FREON	\$15.00	EACH
APPLIANCE NOT CONTAINING FREON	\$10.00	EACH
BATTERIES	PRICE	
AUTOMOTOVE	FREE	
HOUSEHOLD - SMALL BOX	\$1.00	
RECHARGABLE - SMALL BOX	\$1.00	

OTHER MISC ITEMS	PRICE	
TIRES (LIMIT 10 TIRES TOTAL)	\$5.00	EACH
MATTRESS & BOX SPRINGS	\$40.00	EACH
HIDE-A BED	\$60.00+	EACH
COUCHES	\$60.00	EACH
SECTIONAL COUCH	\$40.00	PER PIECE
GRILLS - CHARCOAL	FREE	
GRILLS - PROPANE	\$5.00	EACH
ALUMINUM CANS	FREE	

SCRAP METAL	FREE	
SMALL ENGINE EQUIPMENT	FREE	
WHEELCHAIRS	FREE	
WINDOWS WITH METAL FRAMES	FREE	
NOT ACCEPTED: ANY ELECTRONICS WITH DATA STORAGE TO INCLUDE TABLETS, SERVERS, CABLES, LAPTOPS & CELL PHONES and NO HAZZARDOUS WASTE		

EXHIBIT B
AREA

