

## 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

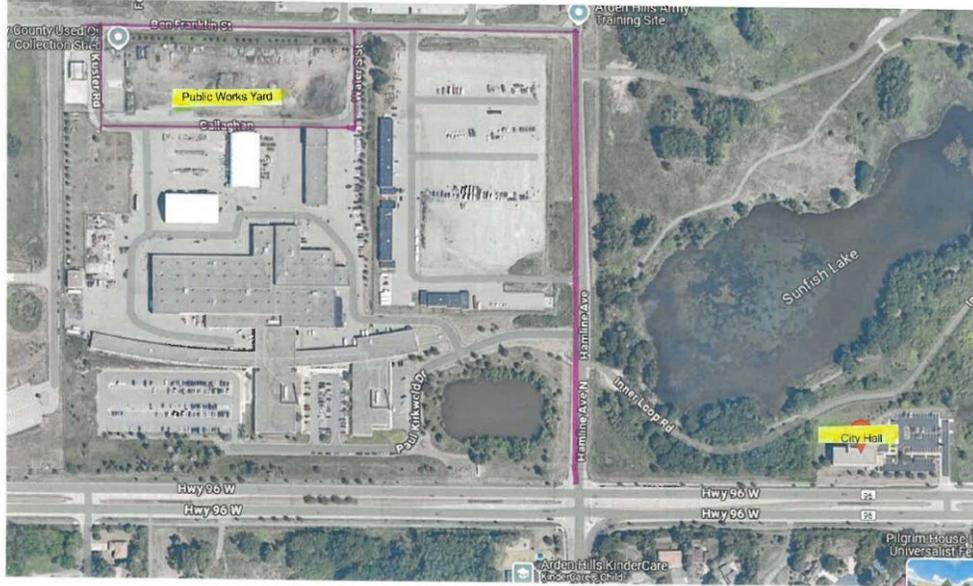


EXHIBIT B - MATERIALS ACCEPTED FOR DROP-OFF

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.