Dakota County

Board of Commissioners

Agenda

Tuesday, August 4, 2026 **9:00 AM** **Boardroom, Administration Center, Hastings, MN**

View Live Broadcast
https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx
If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us
Commissioners may participate in the meeting by interactive technology.

1. Call to Order and Roll Call

2. Pledge of Allegiance

3. Audience

Anyone wishing to address the County Board on an item not on the agenda, or an item on the consent agenda may notify the Clerk to the Board and instructions will be given to participate during the meeting. Comments can be sent to CountyAdmin@co.dakota.mn.us
Verbal Comments are limited to five minutes.

4. Agenda

4.1 Approval of Agenda (Additions/Corrections/Deletions)

5. Public Hearing

5.1 *Central Operations Administration* - Public Hearing To Consider Giving Host Approval To Issuance By City Of Lilydale Of Revenue Obligations For 360 Communities Project

5.2 *Parks* - Public Hearing To Receive Comments On And Adopt Amended Park Ordinance 107

CONSENT AGENDA

6. County Administration - Approval of Minutes

6.1 Approval of Minutes of Meeting Held on July 7, 2026

7. Items Recommended by Board Committee*

7.1 *Parks* - Authorization To Execute Contract Amendment Five With Short-Elliott-Hendrickson, Incorporated To Provide Additional Engineering Services For Greenway Trail And Memorial Nodes Design For Veterans Memorial Greenway In Cities Of Inver Grove Heights And Eagan, County Project P00147 (1000636)

7.2 *Public Services and Revenue Administration* - Authorization To Execute Agreement With And Accept Grant Funds From Minnesota Historical Society And Execute Subrecipient Agreement With Dakota County Historical Society For Wayfinding And Interpretive Signage For Heroes And Heritage Interpretive Trail Loop And Amend 2026 Public Services And Revenue Budget

8. Central Operations

8.1 *Finance* - Report On Invoices Paid In June 2026

8.2 *Finance* - Authorization To Amend Joint Powers Agreement With Dakota County Community Development Agency For Local Affordable Housing Aid And Amend Non-Departmental And Social Services Budget

8.3 *Office Of Risk Management* - Authorization To Execute Contract With Minnesota Department Of Public Safety For 2025 Urban Area Security Initiative Homeland Security Grant And Amend 2026 Office Of Risk And Emergency Management Budget

8.4 *Information Technology* - Authorization To Execute Joint Powers Agreement With State Of Minnesota For Fiber Optic Infrastructure And Network Connectivity

8.5 *Information Technology* - Authorization To Execute Amended And Restated Broadband Network Agreement With Dakota Electric Association

8.6 *Information Technology* - Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement Between Dakota County And City Of Rosemount

9. County Board/County Administration

9.1 *County Board* - Appointment To Lower Minnesota River Watershed District Board Of Managers

9.2 Acceptance Of Resignation From Member Of Planning Commission

10. Community Services

10.1 *Social Services-Housing & Community Resources* - Authorization To Apply For U.S. Department Of Housing And Urban Development Grant Funds

10.2 *Social Services-Housing & Community Resources* - Authorization To Accept Annual Local Homeless Prevention Aid Allocations, Amend 2026 Social Services Budget To Reflect 2026 Allocation Amount, And Amend Future Social Services Budgets

10.3 *Social Services-Adult Services* - Authorization To Accept Grant Funds From Minnesota Department Of Public Safety Office Of Justice Programs For Crisis Intervention, Execute Grant Agreement And Amend 2026 Social Services Budget

11. Physical Development

11.1 *Parks* - Authorization To Execute Joint Powers Agreement With Waterford Township For Bridge Rehabilitation And Amend 2026 Parks Capital Improvement Program Budget

11.2 *Parks* - Authorization To Execute Joint Powers Agreement With The State Of Minnesota For Waterford Bridge Rehabilitation And Amend 2026 Parks Capital Improvement Project Budget

11.3 *Parks* - Authorization To Execute Joint Powers Agreement With Dakota County Soil And Water Conservation District For Prescribed Burns And Native Overseeding Within Certain Easements Enrolled In Dakota County's Land Conservation Program And Amend 2026 Parks And Greenways Capital Improvement Program Budget

11.4 *Parks* - Authorization To Amend 2026 Adopted Budget And Authorization To Execute Second Contract Amendment With Damon Farber Associates, Inc. To Provide Additional Construction Administration And Design Engineering For Completing Mississippi River Greenway In South St. Paul, Inver Grove Heights, Rosemount, Nininger Township And Hastings, County Project P2000232

11.5 *Parks* - Authorization To Execute Joint Powers Agreement With City Of Eagan For Natural Resource Restoration And Enhancement Projects And Amend Parks And Greenways Capital Improvement Program Budget

11.6 *Parks* - Authorization To Accept Minnesota Pollution Control Agency 3M PFAS Settlement Priority 2 Grants, Execute Grant Agreements With Minnesota Department Of Natural Resources For Spring Lake Park Reserve Restoration Project And Mississippi River Water Access Improvements In South Saint Paul, And Amend 2026 Parks Capital Improvement Program

11.7 *Parks* - Approval Of Right Of Way Acquisition Of Fee Title And Trail Easement For Temporary Construction Easement For River To River Greenway In City Of Mendota Heights, County Project 2000640

11.8 *Parks* - Authorization To Execute Use Agreement With Union Pacific Railroad And Progressive Rail To Improve Existing Railroad Crossing At Byllesby Bluff As Part Of Lake Byllesby Regional Park Master Plan Improvements

11.9 *Transportation* - Approval Of Final Plats Recommended By Plat Commission

11.10 *Transportation* - Authorization To Initiate Quick-Take Condemnation For Right Of Way Acquisitions Along County State Aid Highway 42 For Intersection Improvements From Business Parkway To Auburn Avenue In City Of Rosemount, County Project 42-179

11.11 *Transportation* - Authorization To Submit State Aid Variance Request To Minnesota Department Of Transportation For A Reduced Trail Radius Along Lake Marion Greenway

11.12 *Environmental Resources* - Authorization To Execute Technical Assistance Agreement With U.S. Geological Survey For Analysis Of Water, Soil, And Sediment Samples

11.13 *Facilities Management* - Authorization To Execute And Deliver A Master Equipment Lease/Purchase Agreement And Equipment Schedule No. 01 Thereto For The Acquisition, Financing And Leasing Of Certain Equipment For The Public Benefit

REGULAR AGENDA

12. Presentations

12.1 Recognition Of Association of Minnesota Counties Award

12.2 Recognition Of National Association of County and City Health Officials Award

12.3 Recognition Of 2026 National Association Of Counties (NACo) Achievement Award

13. Interagency Reports/Commissioner Updates

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Minnesota Inter-County Association (MICA)
Metropolitan Mosquito Control District Commission
National Association of Counties (NACo)
Transportation Advisory Board (TAB)
Vermillion River Watershed Joint Powers Board
Workforce Development Board
Others

14. County Manager's Report

15. Information

15.1 Information
See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Adjournment

* Designates items discussed in Board Committee(s)

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Public Comment can be sent to CountyAdmin@co.dakota.mn.us

Board of Commissioners

Request for Board Action

Item Number: DC-5868 **Agenda #:** 4.1 **Meeting Date:** 8/4/2026

Approval of Agenda (Additions/Corrections/Deletions)

Board of Commissioners

Request for Board Action

Item Number: DC-5835 **Agenda #:** 5.1 **Meeting Date:** 8/4/2026

DEPARTMENT: Central Operations Administration

FILE TYPE: Regular Action

TITLE
Public Hearing To Consider Giving Host Approval To Issuance By City Of Lilydale Of Revenue Obligations For 360 Communities Project

RESOLUTION
WHEREAS, 360 Communities has asked Dakota County to serve as the host for their Lewis House project in Eagan; and

WHEREAS, funding for the project includes the issuance of revenue obligations by the City of Lilydale, Minnesota in an amount not to exceed $8,000,000; and

WHEREAS, Dakota County will not be responsible for the repayment of any of the principal or interest costs for the project.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of Dakota County, Minnesota, as follows:

Section 1. Definitions. The capitalized terms used in this resolution have the meanings assigned below:

Acts: collectively, Minnesota Statutes, Sections 469.152 through 469.165, and Sections 471.59 and 471.656, each as amended.

Authorized Officers: the Chairperson and County Manager of the County.

Bond Counsel: the law firm of Fryberger, Buchanan, Smith & Frederick, P.A.

Borrower: 360 Communities, a Minnesota nonprofit corporation.

Code: the Internal Revenue Code of 1986, as amended.

Cooperation Agreement: means the Cooperation Agreement between the County and the Issuer relating to the exercise of joint powers pursuant to Sections 471.59 and 471.656 of the Acts.

County: Dakota County, Minnesota.

Governing Body: the Board of Commissioners of the County.

Issuer: the City of Lilydale, Minnesota, as the issuer of the Obligations.

Obligations: the Issuer's tax-exempt, not-to-exceed $8,000,000 501(c)(3) Facilities Revenue Note (360 Communities Project), Series 2026.

Project: the demolition of an existing facility, and construction and equipping of an approximately 28,550 square-foot new facility suitable for the Borrower's Qualified Services and Activities, to be located at 4345 Nicols Road, in the City of Eagan, Minnesota.

Qualified Services and Activities: providing social services, including, but not limited to, assistance to the poor, distressed, or underprivileged, in revenue-producing facilities, and such other charitable services and activities as are undertaken by organizations described in Section 501(c)(3) of the Code.

Section 2. Recitals. The Governing Body makes the following statements of fact:

2.01 Representatives of the Borrower have represented to the County that:

(a) the Borrower is a Minnesota nonprofit corporation, and an organization described in Section 501(c)(3) of the Code, engaged directly or through one or more of its affiliated organizations in providing Qualified Services and Activities;

(b) the Borrower desires to finance the Project through the issuance by the Issuer of tax-exempt revenue obligations in an amount not to exceed $8,000,000.

2.02 Bond Counsel has advised the County as follows:

(a) the Acts provide the legal authority for the issuance of the Obligations;

(b) the Acts authorize a municipality to issue revenue obligations to finance a project consisting of any properties, real or personal, used or useful in connection with a revenue producing enterprise.

(c) in order for interest on the Obligations to be exempt from federal income taxation, the tax-exempt bond rules of the Code, require that each jurisdiction in which a portion of the Project is located must hold a public hearing and approve the issuance of the Obligations; and

(d) in order for the Obligations to be legally issued by the Issuer, Section 471.656 of the Acts requires that the County consent to the issuance of the Obligations by the Issuer as described in the Cooperation Agreement.

Section 3. Limitations. The Obligations, when, as and if issued, shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the County or the Issuer, and the Obligations, when, as and if issued, shall recite in substance that the Obligations, including interest thereon, are payable solely from the revenues received from the Borrower and the property pledged to the payment thereof, and shall not constitute a debt of the County or the Issuer within the meaning of any constitutional or statutory limitation.

Section 4. Public Hearing.

a. A Notice of Public Hearing was published in the *Hastings Journal* on July 23, 2026, the County's official newspaper and a newspaper of general circulation, calling a public hearing on the proposed issuance of the Obligations and the proposal to finance the Project.

b. The Governing Body has, on August 4, 2026, held a public hearing on the proposal to approve the Project, and the financing therefor by the issuance of the Obligations by the Issuer, at which all those appearing who desired to speak were heard and written comments were accepted, if submitted.

Section 5. Approvals; Authorizations.

a. The proposal of the Borrower to undertake and finance the Project is approved. The issuance of the Obligations by the Issuer for the Project is approved. The Cooperation Agreement is approved.

b. The Authorized Officers are authorized and directed to execute and deliver the Cooperation Agreement and any other documents or certificates requested by Bond Counsel as necessary for the issuance of the Obligations.

BACKGROUND

Dakota County has been asked by 360 Communities to serve as the host for the Lewis House project that is being planned in Eagan. Internal Revenue Service rules require tax-exempt financing for a 501c3 organization to be approved by the host, which is the location in which the project resides. For this project, the host would be either Dakota County or the City of Eagan.

The project will be partially funded by the issuance of tax-exempt obligations by the City of Lilydale, Minnesota in an amount not to exceed $8,000,000. Dakota County's role in the process is to hold a public hearing to receive comment from interested parties (Attachment: Notice of Public Hearing). Once a public hearing is held, the County Board shall consider approving a resolution providing host approval on the issuance of tax-exempt obligations. The resolution includes the approval of a cooperation agreement between Dakota County and the City of Lilydale that defines roles and responsibilities (Attachment: Cooperation Agreement).

Representatives from 360 Communities and their bond counsel will be in attendance at the meeting to answer any questions the County Board may have on this project.

RECOMMENDATION

The Deputy County Manager recommends that the County Board hold the public hearing and consider any comments made by the public. Once the public hearing is closed, staff recommends that the County Board approve the resolution providing host approval to the issuance of tax-exempt obligations by the City of Lilydale, Minnesota. The resolution includes the approval of a Cooperation Agreement with the City of Lilydale.

FINANCIAL AND STAFFING IMPACTS

Dakota County will not be charged or liable for any bond or interest costs associated with this project. The staff time associated with serving as the host for the project funding was minimal and the costs for advertising the public hearing were incurred by the bond issuer.

PREVIOUS BOARD ACTION
26-306; 07/07/26

ATTACHMENTS
Attachment: Notice of Public Hearing
Attachment: Cooperation Agreement
Attachment: Presentation Slides

CONTACT
Department Director: David McKnight
Author: David McKnight

COOPERATION AGREEMENT
360 Communities Project

This COOPERATION AGREEMENT dated as of September ___, 2026 (this "Agreement") is being entered into between the City of Lilydale, Minnesota (the "Issuer"), and Dakota County, Minnesota (the "County", and together with the Issuer, the "Parties", each a "Party").

Section 1. General Recitals. The Parties make the following recitals of fact:

(a) 360 Communities, a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), wishes to finance the demolition of an existing facility and construction and equipping of an approximately 28,550 square-foot new facility suitable for the Borrower's charitable purposes, to be located at 4345 Nicols Road, in the City of Eagan, Minnesota (the "Project").

(b) The Project is located within the jurisdictional limits of the County and employs persons from the surrounding area, including Eagan, Minnesota, in which the Project is located (the "Project Area").

(c) The Borrower proposes to finance the Project through an issuance of tax-exempt revenue obligations by the Issuer in an amount not to exceed $8,000,000, to be designated as 501(c)(3) Facilities Revenue Note (360 Communities Project), Series 2026 (the "Obligations").

Section 2. Purpose of this Agreement.

(a) Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel ("Bond Counsel") has advised the Parties that:

(i) The legal authority for the issuance of the Obligations by the Issuer is Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Municipal Industrial Development Act").

(ii) The County pursuant to this Agreement is giving approval to and ratifying issuance of the Obligations as required by Minnesota Statutes, Sections 471.59 and 471.656 (collectively, the "Extraterritorial Projects Act," and together with the Municipal Industrial Development Act, the "Act"), relating to the issuance of bonds for extraterritorial projects.

(iii) This Agreement constitutes a joint powers agreement under the Act.

(b) This Agreement is entered into for the purpose of facilitating the issuance of the Obligations by the Issuer pursuant to the Act to finance the Project.

Section 3. Findings. The Parties find, determine and declare as follows:

(a) It is in the best interests of the Parties to cooperate with and facilitate the issuance of the Obligations by the Issuer as requested by the Borrower.

(b) The welfare of the State and the Parties requires: the active promotion, attraction, encouragement, and development of economically sound industry and commerce through governmental action for the purpose of preventing the emergence of blighted and marginal lands and areas of chronic unemployment; employment opportunities to be made available in the Project Area; and that the Borrower make available its charitable services for the population.

(c) Each of the Parties will receive substantial benefit from the Project, which will, among other things, enhance the provision of the Borrower's charitable services, made available to residents of the Parties.

(d) The Parties desire to facilitate the selective development of the Project Area, and help to provide the range of services and employment opportunities required by the population. The Project will assist the Parties in achieving those objectives and enhance the image and reputation of the community.

(e) On the basis of information made available to the Parties by the Borrower it appears, that: (1) the Project constitute properties, real and personal, used or useful in connection with a revenue producing enterprise; and (2) the effect of the Project, if undertaken, will be to: (i) encourage the development of economically sound industry and commerce, (ii) assist in the prevention of the emergence of blighted and marginal land, (iii) help prevent chronic unemployment, (iv) provide the range of service and employment opportunities required by the population, (v) help prevent the movement of talented and educated persons out of the State and to areas within the State where their services may not be as effectively used, and (vi) promote more intensive development and appropriate use of land within the Project Area, and (vii) provide adequate charitable services to residents of the Parties.

Section 4. Consent. The County approves the Project and consents to and ratifies the issuance of the Obligations by the Issuer, subject to the terms and conditions set forth in this Agreement.

Section 5. Authorizations. The Issuer is authorized to:

(a) exercise the powers under the Act by adopting, approving, and executing such resolutions, documents and agreements as are necessary or convenient to authorize, issue and sell the Obligations and such other resolutions, documents and agreements are necessary or required in connection with the issuance of the Obligations and to give effect to or carry out the provisions of this Agreement and the documents under which the Obligations are issued and/or secured, and

(b) take all actions necessary or convenient in connection therewith and permitted by the Act.

Section 6. Special Limited Obligations. The Obligations shall be special, limited obligations of the Issuer and shall not be payable from nor charged against any funds of any of the Parties, nor shall any of the Parties be subject to any liability thereon, nor shall any holder of the Obligations ever have the right to compel any exercise of the taxing power of any of the Parties to pay the Obligations or the interest thereon, nor to enforce payment against any

property of any of the Parties, nor shall the Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of any of the Parties, nor shall the Obligations constitute a debt of any of the Parties within the meaning of any constitutional or statutory limitation.

Section 7. Term. This Agreement shall terminate upon the earlier of: (a) defeasance of the Obligations; (b) final maturity and payment of the Obligations; or (c) payment in full of the Obligations prior to their final maturity.

Section 8. Distribution of Assets. Upon termination of this Agreement, any property acquired pursuant to this Agreement and any surplus moneys shall be distributed according to the documents entered into by the Issuer in connection with its issuance of the Obligations.

Section 9. Liability. The Borrower will indemnify and hold harmless the County, its officers, and employees from all claims or causes of action, including attorneys' fees incurred by the County, arising from the performance of this Agreement by the County or related to the Project. This clause will not be construed to require Borrower to indemnify the County for the acts of the County or its employees. Nothing in this clause may be construed as a waiver of any immunities or limitations of liability to which the County may be entitled pursuant to Minn. Stat. Ch. 466, or any other statute or law.

Section 10. Amendments. This Agreement may not be amended while any portion of the Obligations remains outstanding, unless such amendment has been requested by the Borrower, the Parties agree to such amendment in writing, and the Issuer has received the opinion of nationally-recognized bond counsel that such amendment will not adversely affect the tax-exempt status of the Obligations.

Section 11. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but which together will constitute one and the same instrument.

Section 12. Data Practices. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

Section 13. Audit Provision. The Parties agree that the State Auditor, or any of their duly 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 the other party and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

IN WITNESS WHEREOF, the Parties have caused their names to be signed by their respective officers thereunto duly authorized, as of the day and year first above written.

CITY OF LILYDALE, MINNESOTA

By _____
Mayor

By _____
City Administrator

(Signature page to Cooperation Agreement – 360 Communities Project)

DAKOTA COUNTY, MINNESOTA

By _____
Chair

By _____
County Manager

(Signature page to Cooperation Agreement – 360 Communities Project)

ACKNOWLEDGMENT OF BORROWER

The undersigned duly authorized representative of the Borrower described herein has read the preceding Cooperation Agreement dated as of the date hereof, between the City of Lilydale, Minnesota and Dakota County, Minnesota, and consents to the terms thereof and agrees to be bound by provisions applicable to the Borrower therein.

360 COMMUNITIES

By _____
Its _____

(Signature page to Cooperation Agreement – 360 Communities Project)

NOTICE OF PUBLIC HEARING ON A PROPOSED PROJECT
AND
THE ISSUANCE OF PRIVATE ACTIVITY BONDS

DAKOTA COUNTY, MINNESOTA

Notice is hereby given that the Board of Commissioners of Dakota County, Minnesota (the "County") will meet on Tuesday, August 4, 2026, at 9:00 a.m., or as soon thereafter as is reasonably possible in the Administration Center, located at 1590 Highway 55, Hastings, Minnesota, to conduct a public hearing.

The purpose of the public hearing is to consider giving host approval to the issuance by the City of Lilydale, Minnesota (the "Issuer"), of revenue obligations, in one or more series (the "Bonds"), under Minnesota Statutes, Sections 469.152 through 469.165, and Section 471.656, and loan the proceeds thereof to 360 Communities (the "Borrower"), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

The Borrower would use the proceeds to: (i) pay for the cost of the demolition of an existing facility, and the construction and equipping of an approximately 28,550 square-foot new facility suitable for the Borrower's charitable purposes, to be located at 4345 Nicols Road, in the City of Eagan, Minnesota (the "Facilities"); (ii) fund capitalized interest, if any; (iii) fund required reserves, if any; and (iv) pay costs of issuance associated with the Bonds (collectively, the "Project").

The Facilities will be owned and operated by the Borrower.

The estimated total amount of the Bonds will not exceed $8,000,000, and are proposed to be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Bonds and interest thereon shall not be payable from nor charged against any funds of the County or the Issuer other than revenue pledged for the payment thereof, nor shall the County or the Issuer be subject to any liability thereon. No holders of the Bonds shall ever have the right to compel any exercise of the taxing power of the County or the Issuer to pay the Bonds or the interest thereon, nor to enforce payment against any property of the County or the Issuer. Such Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the County or the Issuer, nor shall the same constitute a debt of the County or the Issuer within the meaning of any constitutional or statutory limitations.

At the time and place fixed for the public hearing, the Board of Commissioners will give all persons who attend the public hearing an opportunity to express their views with respect to the Project and the Bonds. In addition, interested persons may file written comments regarding the Project and the Bonds with the County Manager at or prior to such public hearing.

BY ORDER OF THE BOARD OF COMMISSIONERS
Heidi Welsch, County Manager

Public Hearing to Consider Giving Host Approval to Issuance by the City of Lilydale of Revenue Obligations for 360 Communities Project

David McKnight

Deputy County Manager

360 Communities

- Non-profit organization serving Dakota County that provides safety, crisis support, and stability to over 26,000 individuals each year
- Focus is on three core pillars: violence prevention, school success, and community resources like food shelves and housing aid.
- Located in Burnsville

360 Communities.
Help in the moment. Hope for the future.

Lewis House Project

- Planning a new Lewis House Shelter in Eagan
- 50-bed apartment style domestic violence shelter
- Construction to begin this fall with completion anticipated in summer 2027
- Project is estimated at $14 million

Project Funding

- Project will be partially funded through tax-exempt financing
- Internal Revenue Service rules require that 501c3 organizations using this type of funding must be approved by the host, which is the organization where the project exists
- 360 Communities has asked Dakota County to serve in the host role for this project
- The City of Lilydale will issue the actual bonds for this project in an amount not to exceed $8,000,000

Dakota County Role

- Dakota County will not incur any costs serving as the host for this project
- The County is not responsible for paying back any of the principal or interest on these obligations
- The County served as the host for a similar type of project funding for the St. Francis Healthcare and Senior Living Facility in Farmington in 2024

Project Representatives

Project representatives from 360 Communities and their bond counsel are in attendance to answer questions you may have on the project

360 Communities.
Help in the moment. Hope for the future.

360 LEWIS HOUSE
A CAMPAIGN TO
BUILD SAFE
FUTURES FOR ALL

Recommended Action

- The recommended action is for the County Board to hold the public hearing and consider any comments received. Once the public hearing is complete, staff recommends that the County Board approve the resolution providing host approval on the issuance of tax-exempt obligations by the City of Lilydale, Minnesota. The resolution includes the approval of a Cooperation Agreement with the City of Lilydale.

Board of Commissioners

Request for Board Action

Item Number: DC-5359 **Agenda #:** 5.2 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Regular Action

TITLE
Public Hearing To Receive Comments On And Adopt Amended Park Ordinance 107

RESOLUTION
WHEREAS, by Resolution No. 23-202 (May 23, 2023), the Dakota County Board of Commissioners adopted Dakota County Ordinance 107 to provide for the safe and peaceful use of parklands and trails, for the education and recreation of the public, for the protection and preservation of the property, facilities, and natural resources, and for the safety and general welfare of the public; and

WHEREAS, staff recommends amendments to Ordinance 107 for clarification on enforcement and better alignment with State guidelines, Met Council taskforce recommendations, and the recently adopted 2050 Parks Vision Plan; and

WHEREAS, areas for revision include language and activity description updates, permitting hunting on conservation easements, and expanded regulations and improved enforcement strategies for electric-powered and motorized devices; and

WHEREAS, a public hearing to consider the proposed amended Ordinance 107 was held during the August 4, 2026, Dakota County Board of Commissioner's meeting; and

WHEREAS, amendments to County ordinances must be approved by the Dakota County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the amended Dakota County Ordinance No. 107, Park Ordinance, as presented on August 4, 2026; and

BE IT FURTHER RESOLVED, That the amended Park Ordinance 107 shall be effective September 1, 2026.

BACKGROUND
The existing Dakota County Park Ordinance 107 was enacted in 2023, and over the past two and a half years, staff has identified areas within the Ordinance that require clarification to allow for proper enforcement and better alignment with State guidelines, Met Council taskforce recommendations, and the recently adopted 2050 Parks Vision Plan.

All proposed amendments include input from both the Dakota County Sheriff's Office and the Dakota

County Attorney's Office.

RECOMMENDATION
Staff recommends approval of the proposed amendments to Dakota County Ordinance 107.

FINANCIAL AND STAFFING IMPACTS
None.

PREVIOUS BOARD ACTION
23-202; 5/23/23
26-301; 7/7/26

ATTACHMENTS
Attachment: Amended Park Ordinance 107 for Public Hearing
Attachment: Presentation Slides

CONTACT
Department Director: Georg Fischer
Author: Niki Geisler

PARK ORDINANCE 2026 UPDATE FOR PUBLIC HEARING

Dakota County Ordinance 107, Park Ordinance: Draft Update for Public Hearing

ORDINANCE NO. 107
PARK ORDINANCE

ADOPTED BY THE DAKOTA COUNTY BOARD OF COMMISSIONERS

_____

APPROVED BY THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES

_____

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Chapter 1 - Purpose/Authority/Definitions

Section 1.1 - Purpose

The purpose of this ordinance is to further the enactment of the mission of the Dakota County Park System as stated in the Dakota County 2050 Vision Plan for Parks, Greenways, and Natural Systems:

> "To enrich lives by providing high quality recreation and education opportunities in harmony with natural resource preservation and stewardship."

In doing so, the Dakota County Board of Commissioners deems it reasonable, necessary, and desirable to enact an ordinance specifying rules and regulations to provide for the safe and peaceful use of park lands, conservation areas, and trails; for the education and recreation of the public; for the protection and preservation of park property, facilities, and natural resources; and for the safety and general welfare of the public.

Section 1.2 - Statutory Authority

The Dakota County Board of Commissioners, under Minn. Stat. §§ 398.31–398.36, in performing its primary duty of the acquisition, development, operation, and maintenance of County parks, trails, and related facilities and providing the means for public access to lakes, rivers, streams and other natural features, is granted full power and authority to acquire and establish the above facilities and to operate, maintain, protect, and improve a park system and implement a recreational program. As aid to the accomplishment of these duties, the Board is granted the authority to enact ordinances and to declare that the violation thereof shall be punishable per state statute. Violations of the provisions of this ordinance or failure to comply with any of its requirements shall be punishable pursuant to Minn. Stat. § 398.34.

Section 1.3 - Park Rules and Regulations

The Park Director has the authority to establish park rules and regulations which provide specific operational or procedural constraints, exemptions, and/or permissions to ordinance text.

The Park Director and Board of Commissioners reserve the right to promulgate park rules and regulations henceforth as it pertains to this ordinance.

No person shall violate rules and regulations that may be established by the Board or Park Director.

Section 1.4 - Fees

It shall be unlawful for any person to use an area or facility or engage in an activity for which a fee has been established by the County Park Department and County Board without payment of such fee unless

fees are waived pursuant to a Special Use Permit or pursuant to a Parks-authorized community outreach or engagement program.

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Section 1.5 - Definitions

The following list defines key terms used in this document.

"Alcoholic Beverage" includes any beverage as defined by State Statute containing more than one-half of one percent alcohol by volume.

"Amplified Noise" means the use or operation of any loudspeaker, sound amplifier, or other device for the production or reproduction of sound.

"Amusement Contraption" means any contrivance, device, gadget, machine, or structure designed to test the skill or strength of the user or to provide the user with any sort of ride, lift, swing, bounce, or fall experience including, but not limited to, ball throwing contest devices, electronic videos, animal ride devices, dunk tanks, ball and hammer devices, trampoline devices, and the like.

"Authorized Adult" means any person who is at least eighteen (18) years of age and authorized by a parent or guardian to have custody and control of a juvenile.

"Barrels" means any various units of volume or capacity as a liquid measure of 31 to 42 gallons.

"Board" means the elected members of the Board of Commissioners of Dakota County.

"Commercial Use of Parks" means any activity conducted in a park system that is associated with any trade, occupation, profession, business, or franchise. Commercial use of parks does not include activities conducted on the County's behalf or in conjunction with the County.

"Controlled Substance" means a drug, substance, or immediate precursor in schedules I through V of Minn. Stat. 152.02.

"County Park" means those parks, park reserves, conservation areas, trails, greenways, and other areas designated by Dakota County Board of Commissioners as being a part of the County Park System.

"Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm.

As used in this subdivision, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

"Designated Area" means an area or facility identified by the Parks Director for use in a specific manner.

"Electronic Delivery Device," per Minn. Stat. § 609.685, subd. 1(c), " means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic

cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor."

"Electric Powered Device (EPD)" means any electric mobility device used for the purpose of locomotion or any electric mobility device designed to operate in areas without defined pedestrian routes but that is not an ADA device such as a wheelchair. Example devices include electric scooters, e-bikes (electric-assist/pedal-assist), Segways, and the like. An e-bike is a bicycle with two or three wheels, a saddle, and fully operable human-propelled pedals.

"Fishing" means the activity of catching fish, either for food or as a sport.

"Foraging" means to search for and gather provisions.

"Greenway" means a shared-use regional trail and associated land set aside for recreational use or environmental protection.

"Hiking" means traveling on foot, i.e., walking, running, or with an assistive mobility device.

"Inhalant" means any substance that releases vapors, and which is used by a person for the purpose of inducing symptoms of intoxication, elation, excitement, confusion, dizziness, paralysis, irrational behavior, or in any manner changing, distorting, or disturbing the balance or coordination of a person's audio, visual, or mental processes.

"Invasive Species" means an organism that causes ecological or economic harm in a new environment where it is not native.

"Keg" means a small cask or barrel containing more than 288 ounces of alcoholic beverage.

"Limited Designated Public Forum" means areas within Dakota County parks that are intentionally opened for use by the public for a limited purpose, including, for example and without limitation, for use by certain persons/groups or for discussion of certain subjects.

"Low-Impact Filming and Photography" means outdoor filming and photography activities in areas open to the public involving five people or fewer, using equipment that will be carried at all times (except for small tripods used to hold cameras).

"Metal Detecting" means using an electronic device for detecting the presence of metal objects, typically located shallowly underground.

"Motorized Recreational Vehicle" means any motorized self-propelled, off-road, or all-terrain conveyance, including but not limited to a snowmobile, ATV, mini-bike, amphibious vehicle, go-cart, trail bike, or dune buggy.

"Nonpublic Forum" means areas within Dakota County parks that are not, either traditionally or by Dakota County parks designation, a forum for public communication, discourse, or expressive activity.

"Nuisance," per Minn. Stat. § 561.01, means "[a]nything which is injurious to health, or indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property…."

"Park Director" means the person appointed by the Board to serve as the chief administrative officer of the County Parks Department. The "Park Director" shall be deemed to be the Superintendent for purposes of Minn. Stat. § 398.35, subd. 1, and any other relevant law. The Park Director may also assign a designee to fulfill their responsibilities; and, therefore, *designee* is synonymous with Park Director as it pertains to this ordinance.

"Park Visitor" means any person, firm, partnership, association, corporation, governmental unit, company, or organization of any kind within a County Park.

"Permittee" means an individual, firm, corporation, society, or any group to whom a permit is issued.

"Person or Persons" means individuals, firms, corporations, societies, or any group or gathering whatsoever.

"Pet" means a domestic or tamed animal kept for companionship or pleasure.

"Possession," in relation to a Controlled Substance, means:

Physical Possession: Having a controlled substance on one's person with knowledge of the nature of the substance; or

Constructive Possession: Having once possessed a controlled substance, continuing to exercise dominion or control over the substance, aiding and abetting another in possessing a controlled substance, or being in the condition of having consumed or ingested a controlled substance.

"Prepackaged beverages" means beverages that are in their original, distributor or manufacturer direct container, bottle, box, or packaging.

"Public Forum" means the paved areas/sidewalks immediately outside public facilities (such as but not limited to visitor's centers and nature centers) but not including parking lots/areas.

"Service Animal" means any dog that is individually trained to do work or perform tasks for an individual with a disability.

"Smoking," per Minn. Stat. § 144.43, subd. 4, "means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device, as defined in section 609.685."

"Special Use Permit" means the written permission that must be obtained from the County Parks Department to carry out a given activity.

"Trail" means a dedicated path within a park boundary, often with specific design, maintenance, and use standards and is distinct from a Greenway/Regional Trail as defined.

"Unmanned Aerial Vehicle (UAV)" (commonly known as a drone) means an aircraft without any human pilot, crew, or passengers on board.

"Vehicle" means any motorized, self-propelled, animal-drawn, or human-powered conveyance.

"Volunteer" means a board- or department-appointed individual who provides services to the County without compensation.

"Watercraft" means any contrivance used or designed for navigation on water, except (1) a duck boat during the duck hunting season, (2) a rice boat during the harvest season, or (3) a seaplane. This definition includes but is not limited to motorboats, personal watercraft or jet skis, paddleboats, canoes, sailboards, and rafts.

"Wildlife" means any living creature, not human, wild by nature, endowed with sensation and power of voluntary motion, including quadrupeds, mammals, birds, fish, amphibians, reptiles, crustaceans, mollusks, insects, and County- and/or publicly owned animals.

Chapter 2 - Regulation of Public Use

Section 2.1 - County Park Hours

1. County Parks shall be open to the public from 5:00 a.m. until 10:00 p.m. unless otherwise designated by the Park Director. It shall be unlawful for any person to enter or remain in a park between 10:00 p.m. and 5:00 a.m. or such hours as may be posted by the Park Director or be in violation of Ordinance No. 122, Dakota County Juvenile Curfew Ordinance, except when in possession of a permit to do so, when camping in a designated camping area with a camping permit, or as users of a greenway traveling without delay.

2. Any park or portion thereof may be closed to the public by the Park Director at any time and for any interval of time or to certain uses as the Board or Park Director finds reasonably necessary.

3. Open hours for specific areas or facilities within a County Park may be set by the Park Director and may vary from those listed in Subdivision 1, including trailhead facilities located in and around greenways. Information relating to open hours for specific areas or facilities will be maintained on the County's Parks webpage.

The above items only apply to a greenway once jurisdictional transfer is completed; otherwise, local ordinance(s) have oversight. Additionally, all greenways are subject to all rules and regulations set forth in this ordinance.

Section 2.2 - Permits

Special Use Permits (SUPs) shall be required for activities that are reasonably expected to have fifty or more persons involved, for activities involving the exclusive or special use of park grounds, greenways, trails, or facilities as allowed by this ordinance, for the use of park grounds or facilities when they are otherwise closed to the public and for activities for which a SUP is required pursuant to this Ordinance.

SUP conditions:

1. SUPs are issued by the Park Director or designated representative.

2. SUPs are not transferable.

3. The permittee or a permittee's designated representative shall be in attendance at all times and have physical possession of the SUP or be able to produce the SUP at the request of any County staff and/or peace officer.

4. All ordinance provisions shall remain in effect and will be enforced as though the same were inserted in said SUP.

5. It shall be unlawful for a person to violate any provision of a SUP.

6. Any SUP granted pursuant to this ordinance may be revoked upon the violation by the permittee, or associated individual(s), of any provision of the permit, any Minnesota State statute, any County ordinance, any County Park rule or regulation, or for other good cause.

7. The permittee shall be liable for any loss or damage to County Park property or injury to any person by reason of the negligence of the permittee or associated individual(s).

8. It shall be unlawful for any person to refuse to vacate the area designated as reserved by a SUP.

Chapter 3 - Regulations of General Conduct

Section 3.1 - Proper Attire/Indecent Exposure

To promote a positive experience for all park users, it shall be unlawful for any person to intentionally expose their own genitals, pubic area, buttocks, or female breast below the top of the areola (except while breastfeeding) with less than a fully opaque covering while in a County Park.

Section 3.2 - Alcohol and Controlled Substance Use

Certain kinds of alcoholic beverages are permitted in designated areas at all Dakota County parks. No alcohol will be consumed on Dakota County park premises by any person under the legal age. Valid identification may be requested by Park Rangers or Park staff of any person(s) who appear to be underage at any time. All visitors and guests must have a valid ID if they plan to consume alcoholic beverages.

Beer, wine, ciders, flavored alcoholic beverages, and other single serving, prepackaged beverages are permitted in designated areas only.

It shall be unlawful, when in a County Park, for any person to:

1. Use, possess, consume, or sell any Alcoholic Beverages or Controlled Substances in violation of Minnesota Statutes.
2. Serve or sell Alcoholic Beverages without a Special Use Permit or concessionaire agreement.
3. Possess or consume single-serving Alcoholic Beverages outside of designated areas:
    - Reserved Campground or Camper Cabin sites;
    - Trailheads;
    - Swimming Beaches (no glass bottles);
    - Picnic Areas; or
    - Other areas expressly designated by the Park Director.
4. Possess or bring into a County Park alcoholic beverages in kegs or barrels or more than a single case of 24 prepackaged, single serving beverages without a Special Use Permit.
5. Use, manufacture, possess, sell, give away, barter, exchange, distribute, or otherwise transfer any Controlled Substance, except on a lawful prescription by a person licensed by law to prescribe and administer Controlled Substances, or as allowed by state statutes.
6. Be under the influence of a hazardous substance or drugs or alcohol to the point of intoxication, or loss of motor skills or consciousness, or other factors that may injure the party or adversely affect other park visitors.

Selling of alcoholic beverages requires a Special Use Permit, and sales must comply with liquor licensing regulations for the city in which the Park is located.

Section 3.3 - Smoking and Electronic Delivery Device Use

For the health and enjoyment of all park users, smoking of any kind (including vaping) on County Park property and recreational facilities is prohibited, except in parking lots, on roadways, on individually rented campsites in County-owned or operated campgrounds, and for use of tobacco as a traditional Native American spiritual or cultural ceremony.

Section 3.4 - Gambling

In accordance with Minn. Stat. ch. 609, it shall be unlawful for any person to gamble or participate in any game of chance for a consideration of items of value, excepting private social bets or chance drawings not incidental to organized, commercialized, or systematic gambling, except when authorized by Special Use Permit.

Section 3.5 - Nuisance/Private Property

To promote a positive experience for all park users, it shall be unlawful, when in a County Park, for any person to:

1. Commit any act that constitutes a nuisance.
2. Disturb, harass, or interfere with a park visitor's property.
3. Place or park vehicles, equipment or property in a manner or location that interferes with traffic or other park visitor's enjoyment of the County Park or specific facility therein.
4. Distribute literature outside of Public Forum areas. Distribution of publications, including but not limited to newspapers, magazines, political literature, circulars, and pamphlets must be approved by the Park Director and are subject to a fee.
5. Dakota County Parks employees may place notices in non-public areas within Dakota County parks describing, e.g., items for sale, services offered, upcoming events or programs, provided that the posting or activity does not interfere with the performance of Dakota County Parks business and follows all department policies.Leave or store personal property in undesignated areas without a Special Use Permit for any reason other than a County-organized event, program, or activity approved by the Parks Director.

Law Enforcement shall have the authority to seize any unauthorized items collected from and being removed from the park.

Section 3.6 - Littering

To support the County's commitment to environmental stewardship, it shall be unlawful for any person to:

1. Deposit, scatter, litter, or abandon on County Park property any bottles, cans, glass or broken glass, sewage, waste, refuse or other materials, except in receptacles provided for such purposes; or
2. Bring into a County park property any materials listed in Section 3.6, subdivision 1, or hazardous waste, yard waste, solid or liquid waste for the purpose of disposal in receptacles provided in the County Park or on any County Park Property.

Section 3.7 - Possession/Use of Firearms/Dangerous Weapons/Fireworks

The possession of firearms in County parks is allowed, as permitted by Minnesota law, local ordinances, or by Special Use Permit. Archery bows are allowed by Special Use Permit and in a designated archery range only.

It shall be unlawful for any person to:

1. Possess a dangerous weapon other than a firearm or archery bow that is being possessed as allowed by Minnesota law, local ordinance, or Special Use Permit; or
2. Discharge or fire firearms or other dangerous weapons in or into County parks, except as expressly permitted by Minnesota law, local ordinances, or by Special Use Permit; or
3. Possess, set off, or attempt to set off or ignite any explosives, firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without a Special Use Permit.

Section 3.8 - Interference with County Employee or Volunteer Performance of Duty

In support of the County's work, it shall be unlawful for any person to intentionally:

1. Impersonate any employee, volunteer, or contractor of Dakota County; or
2. Interfere with, obstruct, harass, or hinder any employee, volunteer, or contractor in the discharge of their duties.

Section 3.9 - Child Safety

To protect Dakota County Parks' youngest visitors and participants, all children under the age of 10 must be accompanied and supervised by an Authorized Adult or other responsible caregiver when using Dakota County parks, facilities, and greenways.

Section 3.10 - Assembly

A Special Use Permit may be issued for public assemblies involving fifty (50) or more people and in designated areas related to:

- Public meetings;
- Worship services;
- Entertainment;
- Parades;
- Ceremonies;
- Demonstrations; and
- Other assemblies related to First Amendment rights.

A Special Use Permit is required for all public assemblies. Public assemblies may not interfere with other park users, structures, or points of pedestrian egress and ingress and are subject to the terms and conditions outlined in the approved permit. Dakota County parks reserves the right to implement a sliding permit fee scale based on the expected number of people assembled/in attendance.

Chapter 4 - General Parkland Operation Regulations

Section 4.1 - Commercial Use

All permissible commercial use activities must be approved by a Special Use Permit (SUP). Each SUP will contain terms and conditions all permittees must adhere to for the permit to remain valid. The following commercial activities may be approved by a SUP:

- Photography;
- Filming;
- Using park space to instruct or convene a class or group;
- Product demonstrations;
- Sale, rental, or promotion of merchandise or service;
- Food and beverage sales; and
- Flying a drone.

A SUP may not inherently grant exclusive use of space. A SUP for a commercial use provides the permittee a license for the activity in the designated areas and is revocable at will. The permittee and participants must share the designated areas (unless otherwise stated) with other users and cannot block public access.

It shall be unlawful for any person to:

1. Use any County Park or park property for commercial purposes without a permit;
2. Solicit, sell, or otherwise peddle any goods, wares, merchandise, services, liquids, or edibles in a County Park except by authorized concession or written permission from the Park Director; or
3. Expose, distribute, or place any sign, advertisement, notice, poster, or display in a County Park without permission from the Park Director.

Low-Impact Filming and Photography activities (involving five people or fewer per event and using equipment that will be always carried) will not require a SUP. All other filming and photography activities require a permit to address their potential impacts on park resources and visitor activities.

Videographers, producers, directors, news, and other staff associated with filming are reminded that rules and regulations that apply to all park visitors, including park hours and closed areas, still apply to filming activities even if a SUP is not required.

Filming and Photography activities that do not meet the description of Low-Impact Filming and Photography require at least ten (10) days advance notice to Dakota County Parks. Dakota County Parks will determine whether the filming activities will require a SUP for filming. Based on the information provided, a Permit may be required to:

1. Maintain public health and safety;
2. Protect environmental or scenic values;
3. Protect natural or cultural resources;
4. Allow for equitable allocation or use of facilities; or

5. Avoid conflict among visitor use activities.

Section 4.2 - Noise/Amplification of Sound

Amplification of noise/sound is permissible when meeting the following conditions or allowed by Special Use Permit:

1. The sound/noise may not create a nuisance;
2. The sound/noise occurs between 7:00 am–10:00 pm; and
3. The sound/noise is amplified in a designated area.

It shall be unlawful for any person to:

1. Install, use, operate, or permit the use or operation within the Park of any of the following devices: Radios, television sets, musical instruments, personal Bluetooth speakers, loudspeakers, phones, or other devices for the production or reproduction of sound in such a manner as to be disturbing to wildlife, interfere with use of the park by others, or disturb the residents of adjacent properties.
2. Willfully make or continue, or cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace and quiet within any park or which interferes with use of the park by others or disturbs the residents of adjacent properties.

The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include, but not be limited to, the following: (1) level of the noise; (2) intensity of the noise; (3) whether the nature of the noise is usual or unusual; (4) level and intensity of the background noise, if any; (5) type of area within which the noise emanates; (6) the intensity of human use of the area during the time at which the noise emanates; (7) time of the day or night the noise occurs; (8) duration of the noise; and (9) whether the noise is recurrent, intermittent, or constant.

Interpretation of this criteria shall be made by Park Rangers or designated Park Staff, who shall have full authority to allow, deny, or control levels of sound of park users.

Section 4.3 - Fires

Open fires are only allowed in designated campfire rings established by Dakota County Parks. Portable camp stoves are only allowed in uncovered outdoor areas and as operated per manufacturer's recommendations.

It shall be unlawful, when in a County Park, for any person to:

1. Start or maintain a fire, grill, or stove outside of a designated area equipped for that purpose;
2. Leave a fire, grill, or stove unattended or fail to fully extinguish a fire or stove;
3. Drop, throw, or otherwise leave unattended lighted matches, burning smoking products, or other burning or combustible material; or

4. Dispose of ashes or embers except in containers designated for that purpose.

Firewood must be approved by the Minnesota Department of Natural Resources.

Section 4.4 - Aviation

Aviation takeoffs or landings, including aircraft, hot air balloons, parachutes, hang gliders, or other flying apparatus, are only allowed in a Dakota County park with a Special Use Permit.

Unmanned Aerial Vehicles (UAVs or drones) may only be used in established designated areas.

Section 4.5 - Amusement Contraptions

To support the safety and enjoyment of all park users, it shall be unlawful for any person to bring in, set up, construct, manage, or operate any amusement or entertainment contraption, device, or gadget in a County Park without a Special Use Permit.

Section 4.6 - Pets in Parks (excluding service animals)

To support the safety and enjoyment of all park users, it shall be unlawful for any person owning or having control or custody of any pet to:

1. Bring a pet into or have a pet in a County Park without it being caged or under physical control on a static leash no more than six (6) feet in length, except in areas designated for off-leash;
2. Allow a pet to disturb, harass, or interfere with any park visitor, park visitor's property, park employee, park employee's property, or the employees or property of a contractor of the County, or to endanger the safety of park visitors, park employees, or employees of a contractor of the County;
3. Allow a pet to damage park property, resources, or facilities;
4. Tether a pet to a tree, plant, building or park equipment, or leave a pet unattended in a County Park;
5. Bring a pet into a County Park without cleaning up pet feces and disposing of the feces in a waste receptacle;
6. Lead or control a pet while on in-line skates, skateboard, skis, bicycle, or any other means except while on foot or using an assistive mobility device, unless authorized by permit in a County Park; or
7. Operate a cart, wagon, dog sled, or skijoring device pulled by a pet or other animal in a County Park outside of areas designated for this activity.

Section 4.7 - Unlawful Occupancy

To protect the public assets and to provide a safe environment, it shall be unlawful for any person to:

1. Enter in any way any building, installation, or area that may be under construction or locked or closed to public use;
2. Enter or be upon any building, installation, or area after the posted closing time or before the posted opening time, or contrary to posted notice in any County Park; or

3. Be inside a building or closed area and loiter, sleep, congregate, or enter for the purpose to engage in any criminal act in any building, installation, or areas not specifically designated for such use any time.

Chapter 5 - Property, Structures, and Natural Resources Protection

Section 5.1 - Destruction/Defacement of Park Property/Signs

To protect the public assets, it shall be unlawful for any person to:

1. Move or remove park furniture, amenities, and park property outside of the designated use area as defined; and/or use park furniture and amenities for a reason(s) other than the intended purpose(s) of the park furniture and/or amenity in an unsafe manner;
2. Intentionally deface, vandalize, tamper with, or otherwise cause destruction to park property; or
3. Intentionally deface, destroy, cover, damage, tamper with, or remove any placard, notice, or sign, or parts thereof, whether permanent or temporary, posted or exhibited by the Parks Department, without express permission of a Special Use Permit.

Section 5.2 - Foraging and the Collection/Harvesting of Wildlife and Natural Resources

Foraging is allowed only for identified items in approved areas. The Parks Director will maintain a list of items for which foraging is permitted and shall designate the areas where foraging is allowed. No digging or excavating is allowed when foraging.

Special Use Permits are required to forage any item or in any area not designated by the Parks Director. It shall be unlawful for any person to forage or gather flora in any County Park except as permitted under this section 5.2.

Section 5.3 Disturbance of Natural Resources

To protect the natural environment and support restoration activities, it shall be unlawful, when in a County Park, for any person to perform any of the following unless expressly provided in a Special Use Permit:

1. Remove, alter, injure, or destroy any tree, plant, or other vegetation, soil, mineral, or other natural resource, other than for foraging for designated items in designated areas;
2. Remove materials from, alter, or destroy an archeological site or resource or site of scientific significance or interest without a Special Use Permit, which may be issued to allow an approved archaeological dig. All approved archaeological digs must adhere to the State of Minnesota Archaeological Survey Requirements;
3. Dig trenches, holes, or other excavations;
4. Divert, impound, or alter a watercourse; or
5. Introduce, transport, import, release, abandon, or dispose of any plant or animal, including fishing bait, except in receptacles approved for that purpose.

Section 5.4 - Disturbance of Wildlife

To protect wildlife and their habitat, it shall be unlawful, when in a County Park, for any person to:

1. Kill, trap, hunt, injure, pursue, feed, or in any manner disturb or cause to be disturbed any animals and/or species of wildlife, except fishing pursuant to State fish laws and Section 6.6 of this Ordinance, or hunting pursuant to State game laws with a permit during a County-authorized hunting event ; or
2. Intentionally remove, alter, injure, destroy, or otherwise disturb habitat used by any species, including but not limited to nests, dams, or burrows.

Section 5.5 - Release of Harmful or Foreign Substances

To support the County's commitment to environmental stewardship, it shall be unlawful for any person to:

1. Place any debris, pollutant, or other agent in or upon any County Park lands or body of water in or adjacent to a County Park or any tributary, stream, storm sewer, or drain flowing into such waters; or
2. Discharge wastewater or any other wastes in a County Park, except into designated containers, drains, or dumping stations.

Section 5.6 - Interference of Park Property

To protect the natural environment and support restoration activities, it shall be unlawful for any person to knowingly encroach on park property with such items as fences or gardens, or to disturb the natural landscape, vegetation, or structures on park property, or otherwise to use park property for private use. All setbacks and other local zoning regulations are in effect and apply against properties adjacent to a County Park as they would against property adjacent to private property.

Chapter 6 - Recreation Activity Regulations

Section 6.1 - Camping

Camping within Dakota County Park property is allowed in established camping areas and if proper registration has occurred.

It shall be unlawful, when in a County Park, for any person to:

1. Camp, dwell, or sleep overnight except in areas provided and designated for that purpose;
2. Occupy campsites or camper cabins in a park without a camping permit or payment of appropriate fees or otherwise violate provisions of the permit;
3. Camp overnight in a park if under 18 years of age unless accompanied by an authorized adult.

Section 6.2 - Picnicking

Picnicking within Dakota County Park property is allowed.

It shall be unlawful, when in a County Park, for any person to:

1. Assume exclusive use of a reservation picnic site without a reservation permit;
2. Use a portion of a reservation picnic area without a reservation permit if the area is reserved by another group; or
3. Set up temporary shelters, tents, tarps, canopies, and other such devices larger than 200 square feet without authorization by a Special Use Permit.

Section 6.3 - Swimming

Swimming within Dakota County Park property is allowed in established swimming areas.

It shall be unlawful, when in a County Park, for any person to:

1. Wade or swim except at waterfront areas designated for such use and only at during posted times;
2. Allow a child wearing diapers to swim or wade in a swimming area without waterproof swim diaper or diaper cover; or
3. Take glass or breakable containers of any kind onto a designated beach, into the water itself, or on any lake.

Properly fitting U.S. Coast Guard-approved life jackets are allowed and encouraged for use. Inflatable (or foam) noodles, kickboards, and all coast guard approved flotation devices are allowed in designated swim areas; all other inflatables are prohibited, such as inner tubes, rafts, or loungers.

Section 6.4 - Scuba Diving

For the safety and enjoyment of all park users, it shall be unlawful, when in a County Park, for any person to:

1. Scuba dive in violation of State or Federal Law, including Minn. Stat. § 86B.601;

2. Scuba dive in a designated swimming area;
3. Scuba dive within 100 feet of watercraft access point; or
4. Conduct scuba diving instruction without a Special Use Permit.

Section 6.5 - Boating

Boating within Dakota County Park property is allowed in designated areas.

It shall be unlawful, when in a County Park, for any person to:

1. Launch or land a motorized watercraft except at locations and times designated for that purpose;
2. Leave unattended any boat or other watercraft except in park areas designated for that purpose;
3. Operate a watercraft in violation of State or Federal Law, including Minn. Stat. ch. 86B and Minn. Admin. R. 6110.1600–6110.2300;
4. Operate a watercraft within a designated swimming area or posted Lake Byllesby Dam warning area;
5. Tow a person on water skis, inner tube, or any other device or use a surfboard or kneeboard in a park designated swimming area or boat launching area or any other area closed to boating activities; or
6. Launch or remove any watercraft from County Park waters in violation of State or Federal Law, including Minn. Stat. ch. 84D.

Section 6.6 - Fishing

Fishing within Dakota County Park property is allowed in designated areas.

It shall be unlawful, when in a County Park, for any person to:

1. Fish in violation of State or Federal Law, including Minn. Stat. ch. 97C;
2. Fish in an area designated as a “no fishing” area; or
3. Clean fish without disposing of the fish carcass in a waste receptacle.

Section 6.7 - Horseback Riding

Horseback riding within Dakota County Park property is allowed during designated times and in designated areas.

It shall be unlawful, when in a County Park, for any person to:

1. Ride, lead, or allow a horse to be within a County Park except in designated riding areas and trails, at designated hours, and during the designated riding season which is set and posted by the Parks Department;
2. Ride a horse which cannot be held under such control that it may be reasonably turned or stopped; or

3. Ride a horse in such a manner to create a nuisance or to endanger the safety or property of any park visitor, park employee, the rider, or the horse.

Section 6.8 - Bicycling

Bicycling within Dakota County Park property is allowed in designated areas.

It shall be unlawful, when in a County Park, for any person to:

1. Operate a bicycle except on designated greenways, roadways, or trails, and except as close to the right-hand side thereof as conditions will permit; and, for designated mountain bike trails, except during the designated mountain biking seasons which are set and posted by the Parks Department;
2. Operate a bicycle carelessly or heedlessly in disregard of the rights of others, including at a speed faster than is reasonably safe or in any manner that endangers or is likely to endanger any property or any person, including any park visitor, park employee, or the rider;
3. Operate a bicycle in violation of Minn. Stat. ch. 169; or

4. Park a bicycle except at a bicycle rack when such a rack is provided; in instances where bicycle racks are not provided, bicycles are to be parked where they will not create hazards to the activities of other park visitors or disturb park activities. See section 7.4 for additional information on Motorized Recreational Vehicles and Electric Powered Devices.

Section 6.9 - Hiking and Snowshoeing

Hiking or snowshoeing in a County Park on trails is allowed, except on trails that are clearly designated for other uses or in areas closed to public use.

Section 6.10 - Roller-Skating, In-Line Skating, and Skateboarding

Skating and Skateboarding within Dakota County Park property is allowed in designated areas.

It shall be unlawful, when in a County Park, for any person to:

1. Operate skates or a skateboard except on designated greenways, roadways, or trails, and except as close to the right-hand side thereof as conditions will permit;
2. Operate skates or a skateboard in such a manner to create a nuisance or to endanger the safety or property of any park visitor, park employee, or the skater; or
3. Operate skates or a skateboard at a speed faster than is reasonable and safe with regard to the safety of the operator and other persons in the immediate area.

Section 6.11 - Snowmobiling

For the safety and enjoyment of all park users and to protect natural resources, it shall be unlawful, when in a County Park, for any person to:

1. Operate a snowmobile within the Dakota County Park system, except where allowed in public right-of-way, on State designated snowmobile trails, or as allowed by the Department of Natural Resources on public waters or designated access points;

2. Operate a snowmobile in excess of posted speed limits when present or at a rate of speed greater than reasonable or proper under prevailing conditions;

3. Operate a snowmobile in such a manner so as to create a nuisance or to endanger the safety or property of any park visitor, park employee, or the snowmobile rider;

4. Operate a snowmobile in violation of State or Federal law, including Minn. Stat. ch. 84 and Minn. Admin. R. 6100; or

5. Operate a snowmobile in violation of any posted trail sign.

Section 6.12 - Cross-Country Skiing

Cross-County Skiing within Dakota County Park property is allowed in designated areas.

It shall be unlawful, when in a County Park, for any person to:

1. Operate skis except on designated trails, and except as close to the right-hand side thereof as conditions will permit, and only with a permit during the designated cross-country skiing season which is set and posted by the Parks Department;

2. Operate skis in such a manner to create a nuisance or to endanger the safety or property of any park visitor, park employee, or the skier; or

3. Conduct a race or event on cross-country ski trails without a Special Use Permit.

Section 6.13 - Other Winter Activities

For the safety and enjoyment of all park users and to protect natural resources, it shall be unlawful for any person to ice skate, cold water plunge (ice dip), snowboard, or downhill ski in a County Park except at such times and in areas designated for that purpose.

Section 6.14 - Games and Active Recreation Activities

Dakota County Parks encourages family, lawn, and/or “tailgate” games within the park system. However, various activities that involve objects used as projectiles must be stopped upon notification of Dakota County Staff or a member of Park Patrol.

Section 6.15 - Hammocking, Slacklining, and Other Line-Related Activities

Hammocking, Slacklining, and other line-related activities are allowed on Dakota County Parks property in designated areas only.

All hammocks, slacklines, and other line-related activities must adhere to the following conditions:

1. The affixed point of a hammock and/or line must not exceed six (6) feet off the ground;

2. All hammocks and lines must be affixed to trees or designated hammocking posts/stations (not building structures or other park furniture, amenities, and facilities) at least twelve (12) inches in diameter;

3. All straps and lines must be at least one (1) inch in diameter;

4. No straps, lines, or hammocks can cross trails or pedestrian access points;

5. No straps, lines, or hammocks can be "stacked" on top of each other or create "wheel spokes"; and
6. No straps, lines, or hammocks can be left unattended at any point.

The Park Director reserves the right to close areas to hammocks, slacklines, and other line-related activities. County staff can have a user remove a strap, line, or hammock for any purpose.

Section 6.16 - Metal Detecting

Metal detecting is allowed on Dakota County Parks property in designated areas and with a Special Use Permit.

All permissible metal detecting requires:

1. Digging no trenches, holes, or other excavations except on designated swimming beaches;
2. Refilling any hole that has been dug;
3. Remaining at least twenty (20) feet away from park users and animals/wildlife; and
4. Not entering areas closed to general visitor use OR metal detecting activities except as authorized pursuant to a Special Use Permit..

Dakota County Parks reserves the right to publish rules and restrictions associated with various recreation activities that are permissible only in specific locations or areas within a County Park. Rules and restrictions will be posted on the Dakota County Parks website and in some cases, onsite at the park location.

Chapter 7 - Motorized Vehicles, Traffic, and Parking Regulations

Section 7.1 - Vehicle Operation

For the safety and enjoyment of all park users and to protect public assets, it shall be unlawful, when in a County Park, to:

1. Operate, park, or leave any vehicle except upon roadways, parking areas, or other designated locations;
2. Operate, park, or leave a vehicle in violation of posted regulations, State law, Minn. Stat. ch. 169, county or municipal traffic codes, or orders or directions of traffic officers or park employees authorized to direct traffic;
3. Operate a vehicle at speeds of more than 25 miles per hour, or more than posted speed limits; or
4. Operate a vehicle that emits excessive or unusual noise, noxious fumes, dense smoke, or other polluting matter.

Section 7.2 - Parking Vehicles

To promote a positive experience for all park users, it shall be unlawful, when in a County Park, to:

1. Park or leave a vehicle, boat, or trailer standing except in a designated area and then only in a manner so as not to restrict normal traffic flow and not in violation of posted signs;
2. Park or leave a vehicle, boat, or trailer standing after posted closing hours without a valid camping permit or other permit;
3. Park or leave a vehicle, boat, or trailer without a disability parking placard in view in a designated parking space; or
4. Park or leave a vehicle without a boat trailer in a parking space designated for vehicles with boat trailers or to park or leave a vehicle with a boat trailer in an area not designated for boat trailer parking when such an area is provided.

Vehicles, boats, or trailers illegally parked, disabled, or abandoned may be towed away and impounded at the owner's expense.

Section 7.3 - Motorized Vehicle Maintenance

For the safety and enjoyment of all park users and to protect natural resources, it shall be unlawful for any person to wash, grease, change the oil of, or perform other maintenance on any motorized vehicle in a County Park.

Section 7.4 - Electric Powered Devices and Motorized Recreational Vehicles

Electric Powered Devices (EPDs) are allowed on Dakota County Park Greenways if they are operated in a safe manner in accordance with any State or Local laws. EPDs are not allowed on trails inside a County Park, with the exception of ADA-approved mobility devices..

The following EPDs are allowed on greenways:

- ADA-approved electric mobility devices
- E-bikes (electric-assist/pedal-assist)
- Free-standing electric devices such as Segways, hover boards, stand-up scooters, skateboards, longboards
- Kid-powered electric ride-ons
- Electric scooters

All accepted devices must:

1. Be powered by electricity/battery;
2. Not be operated carelessly or heedlessly in disregard of the rights of others, including at a speed faster than is reasonably safe or in any manner that endangers or is likely to endanger any property or any person, including any park visitor, park employee, or the rider;
3. Not be operated in violation of Minn. Stat. ch. 169;
4. Yield to non-motorized vehicles and devices;
5. Yield to pedestrians and slower users; and

6. Always pass other users on the left, with an audible signal in advance of passing.

Class 1 electric mountain bikes are allowed on designated mountain biking trails.

Motorized vehicles and uses not allowed on County Park Greenways and trails

- Golf carts/Go karts
- Motorized bicycles (e-motos)
- Motorized scooters with dual motors, gas motors, or wattage exceeding state law
- Motorized vehicles, such as all-terrain vehicles, off-highway motorcycles, or off-highway vehicles, except when specifically permitted
- Any vehicle that is larger than half the width of the trail
- Modified e-bikes, such as a change to electric motor or the electric drive system, or the use of an application to increase or override the electric drive system, or through any other means that makes the device no longer meet the requirements or classification of an e-bike

Animal-Powered Vehicles and Devices, such as skijoring and dogsledding, are allowed in designated areas. It is unlawful to be propelled by an animal on any trail unless the trail is designated for that use.

Chapter 8 - Enforcement

Section 8.1 - Park Patrol Authority/Authorized Agents

The following authority is permitted to enforce the ordinance:

1. Designated Park employees may enforce the provisions of this ordinance and ask the persons acting in violation of this ordinance to leave park property.
2. Law enforcement authorities where County Park property is situated shall have jurisdiction to patrol and enforce the Dakota County Park Ordinance on County Park property. They also shall have jurisdiction to enforce any violation of state law or local laws which shall occur on County Park property.
3. Failure to comply with State or local laws or County ordinance may also result in the loss of park or recreation facility use privileges and ejection from the park for at least 24 hours. Responding Park staff or law enforcement will exercise appropriate enforcement discretion as circumstances warrant. Repeat, ongoing, or more serious offenses may result in being trespassed from County Park property.

Section 8.2 - Penalties

Violations of the provisions of this ordinance or failure to comply with any of its requirements shall be punishable pursuant to Minn. Stat. § 398.34.

Chapter 9 - Miscellaneous

Section 9.1 - Exemptions

All park employees, contractors, volunteers, emergency, and enforcement personnel, while acting in the performance of their assigned duties, may be deemed exempt from the provisions of this ordinance, except when it is a violation of state or federal law.

Section 9.2 - Repeal

All ordinances pertaining to the regulation of Dakota County Parks enacted prior to this ordinance are hereby repealed.

Section 9.3 - Enactment

This ordinance shall be in full force and effect from and after its passage and publication according to law.

Section 9.4 - Notification

It shall be the responsibility of Dakota County to provide for adequate notification of the public, which shall include placement of a sign at each public watercraft access outlining essential elements of the ordinance, as well as the placement of necessary buoys and signs.

Section 9.5 - Severability

The provisions of this ordinance shall be separable and the invalidity of any section, paragraph, subparagraph, subdivision, or other part thereof shall not make void, impair, invalidate, or affect the remainder hereof.

Section 9.6 - Amendment

This ordinance may be amended from time to time by the Dakota County Board of Commissioners and such amendment may be shown by either marking the section amended, attaching the amendment to this ordinance, or reprinting the ordinance publication.

Chapter 10 - Effective Date

To BE UPDATED AFTER PUBLIC HEARING

This ordinance shall be effective upon passage and publication by the Dakota County Board of Commissioners.

Passed by the Board of Commissioners on this _____ day of _____.

ATTEST: COUNTY OF DAKOTA, STATE OF MINNESOTA

_____

Jeni Reynolds
Clerk to the Board

Date:

_____

Laurie Halverson, *Chair*
Dakota County Board of Commissioners

Date:

Approved as to Form and Execution

_____

Assistant County Attorney

Date:

Public Hearing To Receive Comments On And Adopt Amended Park Ordinance 107

Niki Geisler, Parks Director
Parks Department

Overview

Correct and clarify language

Add detail to select activities

Make recommended changes to accommodate real life application (electric powered devices/motorized recreational vehicles)

Review and Public Notice

Review and Public Notice

Proposed amendments were reviewed and supported by:

- County Attorney's Office
- Dakota County Sheriff's Office

Public hearing notice was posted in the Hastings Journal on Thursday, July 16, 2026, for 3 weeks.

No public comments received to date.

Request

Adopt amendments to Dakota County Ordinance No. 107 on August 4, 2026

QUESTIONS?

Board of Commissioners

Request for Board Action

Item Number: DC-5869 **Agenda #:** 6.1 **Meeting Date:** 8/4/2026

Approval of Minutes of Meeting Held on July 7, 2026

Dakota County
Board of Commissioners
Minutes

Tuesday, July 7, 2026 **9:00 AM** **Boardroom, Administration Center, Hastings, MN**

1. Call to Order and Roll Call

Present: Commissioner Mike Slavik
Commissioner Joe Atkins
Commissioner Laurie Halverson
Commissioner William Droste
Commissioner Liz Workman
Commissioner Mary Liz Holberg
Commissioner Mary Hamann-Roland

Also in attendance were Heidi Welsch, County Manager; Kathryn M. Keena, County Attorney; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

2. Pledge of Allegiance

The meeting was called to order at 9:00 a.m. by Chair Halverson who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Audience

Chair Workman noted that all public comments can be sent to CountyAdmin@co.dakota.mn.us
The following people were present to speak:
- Dakota County Information Technology (IT) staff gave a brief overview of the recently updated Boardroom IT equipment.
- Thana Ross with League of Women Voters of Dakota County shared a 2024 Post-Election Review Report, a press release summarizing the report and a handout summarizing the steps taken to ensure every election in Minnesota is secure, accurate and transparent.

4. Agenda

4.1 Resolution No: 26-290
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland Second: Joe Atkins

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Atkins, the agenda was amended to remove Item 9.10 from the consent agenda. This item was moved to the Physical Development Committee of the Whole meeting on July 14, 2026 for further discussion.

Ayes: 7

CONSENT AGENDA

On a motion by Commissioner Atkins, seconded by Commissioner Workman, the Consent agenda was approved as amended; see the following:

5. County Administration - Approval of Minutes

5.1 Resolution No: 26-291
Approval of Minutes of Meeting Held on June 23, 2026

Motion: Joe Atkins Second: Liz Workman

Ayes: 7

6. County Attorney

6.1 Resolution No: 26-292
Authorization To Execute Third Amendment To CiberLaw Maintenance And Support Agreement With HTC Global Services, Inc.

Motion: Joe Atkins Second: Liz Workman

WHEREAS, by previous resolutions, the Dakota County Attorney's Office has contracted with HTC Global Services, Inc., (successor by merger to Ciber Global, LLC), to provide support and maintenance services and make improvements to the CIBERLaw case management system used by staff in the Dakota County Attorney's Office; and

WHEREAS, the case management system is critical to the successful operation of the Dakota County Attorney's Office; and

WHEREAS, the Dakota County Attorney's Office has found the CIBERLaw system to be of great benefit and wishes to continue using the CIBERLaw case management system for as many years as feasible; and

WHEREAS, the Dakota County Attorney's Office negotiated a sixty-two month extension of the support and maintenance agreement with HTC Global Services, Inc., to get the contract on a calendar year-basis; and

WHEREAS, the extension will commence on November 1, 2026, and continue through December 31, 2031, at a total cost to Dakota County over the five-year term of $972,160; and

WHEREAS, there will be no increase in the cost for the remainder of 2026; and

WHEREAS, beginning January 1, 2027, the annual cost of the support and maintenance agreement will increase by four percent; and

WHEREAS, in 2015 the budget for these services was moved from the County Attorney's Office to the Information Technology Department.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute a contract amendment with HTC Global Services, Inc., for continued software support and maintenance of the CIBERLaw case management system for the five-year term from November 1, 2026 through December 31, 2031, at a cost not to exceed $972,160, subject to approval as to form by the County Attorney's Office.

Ayes: 7

7. County Board/County Administration

7.1 Resolution No: 26-293
Appointments To Dakota-Scott Workforce Development Board

Motion: Joe Atkins Second: Liz Workman

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints/reappoints the following individuals to the Dakota-Scott Workforce Development Board to fill a two-year term ending June 30, 2028.

Private - Holly Oppegard
Private - Ashley Halvorson
Private - Joel Akason
Private - Hannnah Axtman
Private - Sally Haack
Private - Kyle Chester
Private - Jennifer Harmening
Public-Econ. Development - Jo Foust
Public-Education - Michael Favor
Public-Education - Michael Berndt
Public-Labor - Barry Davies

Ayes: 7

8. Community Services

8.1 Resolution No: 26-294
Authorization To Submit Grant Amendment To Minnesota Department Of Human Services Mobile Crisis Services And Authorization To Accept Grant Funds And Execute Grant Amendment

Motion: Joe Atkins Second: Liz Workman

WHEREAS, Dakota County operates a crisis services continuum that meets the requirements of Minn. Stat. § 256B.0624 and Minn. Stat. § 245I; and

WHEREAS, the Department of Human Services (DHS) administers State and federal funds through grant agreements for the provision of mental health crisis

services in accordance with Minn. Stat. § 256B.0624 and Minn. Stat. § 245I; and

WHEREAS, these services include: 24-hour telephone screening and triage, dispatch of mobile crisis response teams, face-to-face crisis assessments, face-to-face crisis intervention, crisis stabilization and crisis follow-up and outreach; and

WHEREAS, since at least calendar year (CY) 2019, Dakota County has directly applied for and received funding for crisis services through the State's Mobile Crisis Services grant; and

WHEREAS, on May 14, 2026, DHS notified Dakota County of CY 2027 and CY 2028 state funding awards for crisis services as a grant amendment; and

WHEREAS, the allocations are $687,525 for both CY 2027 and CY 2028, totaling $1,375,050; and

WHEREAS, since DHS has issued the grant as an amendment to CY 2025 and CY 2026, the total grant amount for the four years is $3,366,719; and

WHEREAS, DHS has started the process to develop a new funding formula to be implemented in CY 2029; and

WHEREAS, the Minnesota State Legislature also appropriated an additional $3,800,000 in fiscal year 2027; and

WHEREAS, the deadline to submit final workplan and budget is July 14, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Mobile Crisis Services Grant amendment and budget submission to the Minnesota Department of Human Services for calendar years 2027 and 2028 for a total grant amount of up to $1,375,050; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an Assistant County Manager, Community Services, to accept the grant funds, and execute the mobile crisis grant amendment and authorize total grant amount, subject to approval by the County Attorney's Office as to form.

Ayes: 7

8.2 Resolution No: 26-295
Proclamation Of Pretrial, Probation, And Parole Supervision Week In Dakota County July 19-25, 2026

Motion: Joe Atkins Second: Liz Workman

WHEREAS, every year on the third full calendar week of July, Pretrial, Probation, and Parole Supervision Week is celebrated to recognize the hard work of people involved in community corrections; and

WHEREAS, Pretrial, Probation, and Parole Supervision Week honors all community corrections workers across the country who spend their days working to improve outcomes both for the individual they are supervising and for the public safety of our communities; and

WHEREAS, probation officers are an essential part of the criminal justice system, upholding the law with dignity, while recognizing the right of the public to be safeguarded from criminal activity; and

WHEREAS, probation officers are responsible for supervising adults and juveniles in the community; and

WHEREAS, they are trained professionals who provide services and referrals to clients, by working in partnership with community agencies and groups and promoting prevention, intervention, and advocacy on behalf of the clients they supervise; and

WHEREAS, probation officers support victims, promote restorative justice, and help individuals make meaningful changes; and

WHEREAS, probation officers serve as a driving force for safer and stronger communities in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims July 19-25, 2026, as National Pretrial, Probation, and Parole Supervision Week in Dakota County, honoring and recognizing probation officers for their service and dedication to caring for and improving the wellbeing of Dakota County residents.

Ayes: 7

9. Physical Development

9.1 Resolution No: 26-296
Approval Of Final Plats Recommended By Plat Commission

Motion: Joe Atkins Second: Liz Workman

WHEREAS, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108; and

WHEREAS, the Plat Commission examines plats prior to County Board approval; and

WHEREAS, the Plat Commission has reviewed and recommends approval of the final plats by the County Board; and

WHEREAS, the final plat approval by the County Board is subject to the conditions established by the Plat Commission review; and

WHEREAS, the following plats below require approval by their respective City Council prior to the recording of the plats.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following final plats:

INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION	Lakeville
LAKEVILLE 35 LOGISTICS CENTER SOUTH	Lakeville

Ayes: 7

9.2 Resolution No: 26-297
Authorization To Initiate Quick-Take Condemnation For County State Aid Highway 42 In City Of Apple Valley, County Project 42-163

Motion: Joe Atkins Second: Liz Workman

WHEREAS, County Project (CP) 42-163 is the engineering and reconstruction of County State Aid Highway (CSAH) 42 from Redwood Drive to Pennock Avenue in the city of Apple Valley; and

WHEREAS, this segment of CSAH 42 serves residential, park, and local business uses, but it has poor pavement quality and long-outdated elements for pedestrians, bicyclists, and transit riders; and

WHEREAS, the redesign and reconstruction of this segment of CSAH 42 will comprehensively improve safety for all travelers, fill trail gaps, and improve infrastructure for all stakeholders; and

WHEREAS, the scope of construction will also include the replacement of underground public utilities, including the City's water supply and sanitary sewer lines and the service connections for all properties adjacent to the project; and

WHEREAS, the combined CSAH 42 and city infrastructure elements will require the acquisition of right of way; and

WHEREAS, Dakota County is the lead agency for CP 42-163, with right of way acquisition necessary in 2026 for construction to begin in the spring of 2027; and

WHEREAS, the County has been utilizing public engagement for this project, which has included four open-house meetings, most recently hosted on April 16, 2026; and

WHEREAS, the acquisition of 93 private property parcels identified in Dakota County Right of Way Map No. 514 by the County is necessary to move forward with CP 42-163:

Abbreviations for type: Temporary or permanent easement (Temp or Perm); Drainage & Utility (D&U); Trail (Trl); Highway (Hwy)

Parcel #	Owner Name	Property ID	Type	Area SqFt
2	City of Apple Valley	01-11702-00-090	Perm Trl +D&U	6,178
3	City of Apple Valley	01-11702-00-060	Perm Trl +D&U	14,382
4	Elsa Aucapina Aucapina Mora	01-11701-04-010	Temp	1,400
	Rene Mauricio Naula Yuquilima			
6	Rafael Segura Coria	01-11701-04-360	Perm D&U	597
	Maria Gabriela Garcia Espinoza		Temp	1,106
	Anddy Segura Garcia			
	Maria Segura Garcia			
7	Barbara E Sherman	01-11701-04-350	Perm D&U	557
			Temp	789
8	Dejuan Hampton	01-11701-04-340	Perm D&U	593
	Cha-narrya Lee Hampton		Temp	1,022
9	Lloyd Amado R Baul	01-11701-04-330	Perm D&U	656
	Angelica G Baul		Temp	963
10	Rachael S. Loomis	01-11701-04-320	Perm D&U	679
	Marcus J. Young		Temp	737
11	Kathleen Reitz	01-11701-04-310	Perm D&U	601
	Michael Reitz		Temp	715
12	Manuela Swanson	01-11701-04-300	Perm D&U	551
	John G. Swanson Jr.		Temp	972
13	Jeffrey Dale Driver	01-11701-04-280	Perm D&U	563
			Temp	963
14	Jason G. Purcelli	01-11701-04-270	Perm D&U	565
			Temp	1,061
15	Vanessa Richards	01-11701-04-260	Perm D&U	628
	Paul P. Richards		Temp	914
16	Maurisio Ramirez	01-11701-04-250	Perm D&U	668
			Temp	952
17	Jorge Humberto Barbecho	01-11701-04-231	Perm D&U	674
	Mercedes Espinoza		Temp	822
18	Alaa Aqel	01-11701-04-230	Perm D&U	703
			Temp	868
19	Melissa Rose Miller	01-11701-04-220	Perm D&U	707
			Temp	810
20	Emperor Twyst LLC	01-11700-08-020	Perm Hwy	986
			Perm Trl +D&U	71
			Perm D&U	691
			Temp	4,046
23	Vista Telephone Company of MN	01-14702-03-110	Temp	100
24	VALVOLINE LLC	01-14702-03-120	Perm Hwy	536
			Perm Trl +D&U	211
			Perm D&U	817
			Temp	4,206
25	ASZ, LLC	01-14702-03-130	Perm Trl +D&U	300
			Perm D&U	538
			Temp	1,413
26	ASZ, LLC	01-14702-03-140	Perm Trl +D&U	300
			Perm D&U	579
			Temp	1,372
27	Patricia Remmers	01-14702-03-150	Perm Trl +D&U	225
			Perm D&U	535
			Temp	741
28	Madyson R. Batta	01-14702-03-160	Perm D&U	643
	Chancellor Gaffney		Temp	510
29	Thomas Claude Smith Jr.	01-14702-03-170	Perm D&U	605
			Temp	521

30	Jacquelyn L. Streed	01-14702-03-180	Perm D&U	613
			Temp	639
31	Saeed Yussuf Hersi	01-14702-03-190	Perm D&U	576
	Hamda Adan Ismael		Temp	925
32	Andrew S Hartsock	01-14702-03-200	Perm D&U	517
	Debra L Hartsock		Temp	985
33	Chris A Gerlach	01-14702-03-210	Perm D&U	446
	Shelli D. Gerlach		Temp	1,055
34	Norma Lucia Toalongo Fajardo	01-14701-02-030	Perm D&U	637
	Cesar G. Marin Montesdeoca		Temp	1,543
37	Invilla L.L.C.	01-14701-01-090	Perm D&U	765
			Temp	1,435
39	Thomas D. Barr	01-14701-01-070	Temp	303
40	City of Apple Valley	01-11725-01-010	Perm Trl +D&U	960
			Perm D&U	21,691
41	Northern Natural Gas Company	01-02800-55-010	Perm Hwy	2,500
			Perm Trl +D&U	70
			Temp	931
43	Starco, LLC	01-16275-01-010	Temp	682
47	Grace Lutheran Church	01-03300-03-010	Temp	1,845
48	Dayton J. Jacobson	01-11709-01-070	Perm Trl +D&U	301
	Shannon Elizabeth Keller		Perm D&U	334
			Temp	1,317
49	Jamie Lynne Kranz	01-11709-01-060	Perm Trl +D&U	271
			Perm D&U	339
			Temp	941
50	Tyreese Brown	01-11709-01-050	Perm Trl +D&U	271
	RFC Fields LLC		Perm D&U	344
			Temp	889
51	Cassandra Maureen-Lewis Voeller	01-11709-01-040	Perm Trl +D&U	271
	Daniel Robert Voeller		Perm D&U	319
			Temp	914
52	Brian Benson	01-11709-01-030	Perm Trl +D&U	271
			Perm D&U	336
			Temp	797
53	Sarah J. Deters	01-11709-01-020	Perm Trl +D&U	271
	Kevin D Everetts		Perm D&U	441
	Jamie A Everetts		Temp	891
54	Yenenesh Korcha	01-11709-01-010	Perm Trl +D&U	301
	Mesfin Tekola Teketel		Perm D&U	450
			Temp	1,254
55	Richard Morris Paulseth	01-03300-04-020	Perm Hwy	3,441
	Karen Marie Theisen		Perm Trl +D&U	460
	Mitzi Norma Vikingstad		Perm D&U	1,488
			Temp	2,187
56	Deborah J. Pope-Burg	01-11703-01-040	Perm Trl +D&U	481
			Perm D&U	380
			Temp	567
57	Christian D. Rasmussen	01-11703-01-030	Perm Trl +D&U	241
	Karla Rasmussen		Perm D&U	643
			Temp	618
58	Jimmy Pichner and Patricia Ann Clark Pichner, as Trustees of the Pichner Joint Revocable Trust U/A dated June 7, 2019	01-11703-01-020	Perm Trl +D&U	241
			Perm D&U	583
			Temp	678
59	Trudy Jean Hagert	01-11703-01-010	Perm Trl +D&U	414

			Perm D&U	794
			Temp	1,123
60	Mark Bertness	01-11703-02-120	Perm Trl +D&U	318
	Pam Bertness		Perm D&U	658
			Temp	1,330
61	Benjamin P. Johnson	01-11703-02-110	Perm Trl +D&U	317
	Kasey K. Johnson		Perm D&U	858
			Temp	898
62	City of Apple Valley	01-11703-02-310	Perm Trl +D&U	332
63	Julio G. Alvarado Barbecho	01-11703-02-100	Perm Trl +D&U	213
	Carmita N. Quinde Inamagua		Perm D&U	426
			Temp	858
64	Gladys Fay Javor	01-11703-02-090	Perm Trl +D&U	171
			Perm D&U	810
			Temp	721
65	Jason Bounsavath	01-11703-02-080	Perm D&U	694
	Sokhim Tree		Temp	1,007
66	Richard A Parker	01-11703-02-070	Perm D&U	738
	Diane D Parker		Temp	963
67	Julie A. Nelson	01-11703-02-060	Perm D&U	679
	Daniel G. Nelson		Temp	1,024
68	Thomas Leo Bailey	01-11703-02-050	Perm Trl +D&U	341
			Perm D&U	587
			Temp	775
69	Justin Siebenaler	01-11703-02-040	Perm Trl +D&U	341
	Erica Siebenaler		Perm D&U	676
			Temp	686
70	Tam C. Nguyen	01-11703-02-030	Perm Trl +D&U	341
	Thu T. Pham		Perm D&U	751
			Temp	611
71	Armando Marquez Carrera	01-11703-02-020	Perm Trl +D&U	341
			Perm D&U	851
			Temp	511
72	Phillip Stub	01-11703-02-010	Perm Trl +D&U	361
	Veronica Stub		Perm D&U	901
			Temp	541
73	Sieng Chin	01-11706-01-090	Perm Trl +D&U	451
	Ayny Meng		Perm D&U	811
			Temp	1,641
74	Hennepin RP Funding, LLC	01-11706-01-080	Perm Trl +D&U	436
			Perm D&U	784
			Temp	523
75	Almaz Tekola Teketel	01-11706-01-070	Perm Trl +D&U	436
			Perm D&U	784
			Temp	523
76	Robert R. Gremel	01-11706-01-060	Perm Trl +D&U	436
	Debra K. Gremel		Perm D&U	784
			Temp	723
77	Kathleen Kay Paul	01-11706-01-050	Perm Trl +D&U	436
			Perm D&U	805
			Temp	678
78	Hilda Claudina Barbecho Alvarado	01-11706-01-040	Perm Trl +D&U	436
			Perm D&U	803
			Temp	748
79	Robert Anthony Knourek	01-11706-01-030	Perm Trl +D&U	436
			Perm D&U	784
			Temp	1,158
80	Maria Estefanie Olea	01-11706-01-020	Perm Trl +D&U	436

	Leslie Jennifer Olea Rincon		Perm D&U	784
			Temp	908
81	Darrel C. Ramsborg	01-11706-01-010	Perm Trl +D&U	436
	Kathleen A. Ramsborg		Perm D&U	694
			Temp	1,521
82	BGH Properties, LLC	01-11708-00-010	Perm Hwy	322
			Perm Trl +D&U	540
			Perm D&U	180
			Temp	1,611
83	Chad J. Pierce	01-11708-00-020	Perm D&U	301
	Marit L. Pierce		Temp	700
85	Revival Baptist Church	01-11710-00-033	Temp	75
86	Eden Photo & Event Decor, LLC	01-11710-00-034	Temp	2,102
87	DL Schaffer, LLC	01-11710-00-030	Temp	375
88	Real DL LLC	01-11710-00-010	Perm Hwy	2,069
			Perm Trl +D&U	481
			Perm D&U	427
			Temp	6,350
89	Virgil A. Ophus	01-11710-00-020	Perm Trl +D&U	756
	Betty A. Ophus		Perm D&U	330
			Temp	1,125
90	Taufiq Ahmed	01-11710-01-010	Perm Trl +D&U	425
			Perm D&U	318
			Temp	657
91	Property Ladder, LLC	01-11710-01-020	Perm Trl +D&U	340
			Perm D&U	435
			Temp	877
92	Laura I. Orellana	01-11710-01-030	Perm Trl +D&U	341
			Perm D&U	448
			Temp	1,014
93	Lucero Perez Salas	01-11710-01-040	Perm Trl +D&U	340
	Jose L. Perez Salas		Perm D&U	336
			Temp	748
94	Alex J. Meyhoefer	01-11710-01-050	Perm Trl +D&U	341
			Perm D&U	335
			Temp	776
95	Jeffrey Barrett	01-11710-01-060	Perm Trl +D&U	341
	Sally Barrett		Perm D&U	316
			Temp	795
96	Dakota Rentals, LLC	01-11710-01-070	Perm Trl +D&U	340
			Perm D&U	330
			Temp	830
97	Property Ladder, LLC	01-11710-01-080	Perm Trl +D&U	340
			Perm D&U	399
			Temp	961
98	Linette La Jeunesse	01-11710-01-090	Perm Trl +D&U	340
			Perm D&U	501
			Temp	964
99	The Trust Agreement of Saj	01-11710-01-100	Perm Trl +D&U	341
	and Betty Gherau		Perm D&U	330
			Temp	756
100	Shelly J. Justice	01-11710-01-110	Perm Trl +D&U	341
	Steven J. Justice		Perm D&U	348
			Temp	974
101	Cha Xiong	01-11710-01-120	Perm Trl +D&U	340
			Perm D&U	327
			Temp	1,338
102	Jose Luis Maldonado Mora	01-11710-01-130	Perm Trl +D&U	60

			Perm D&U	613
			Temp	947
103	Boulaleh A. Boulaleh	01-11710-01-140	Perm D&U	598
	Asma H. Guedi		Temp	50
104	City of Apple Valley	01-11710-00-050	Perm Trl +D&U	34,069
			Perm D&U	79,522

; and

WHEREAS, the parcels have been appraised, and offers were prepared and sent for a total certified appraised value of $1,308,700; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, it may become necessary for the County Board to authorize the County Attorney's Office to initiate quick-take condemnation of the remaining parcels to allow for a spring 2027 start date; and

WHEREAS, parcels that have settled through negotiation prior to the date required for filing the condemnation petition will not be included.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the remaining parcels to allow a spring 2027 start date in the event that timely acquisitions by direct negotiations of all parcels do not appear possible.

Ayes: 6
Mike Slavik, Joe Atkins, Laurie Halverson, William Droste, Liz Workman, and Mary Liz Holberg

Nay: 1
Mary Hamann-Roland

9.3 Resolution No: 26-298
Authorization To Amend Project Budget For Burnhaven Library Renovation

Motion: Joe Atkins Second: Liz Workman

WHEREAS, the County issued debt totaling $36,600,357 in mid-2025 to fund the Lebanon Hills Maintenance Facility construction, the Wentworth Library Renovation and the Burnhaven Library Renovation; and

WHEREAS, due to thorough design documents, favorable bidding, and limited post-bid changes, the remaining unspent bond proceeds are approximately $6,000,000; and

WHEREAS, staff have identified projects at each of the three buildings that use the debt savings to reduce the use of levy or fund balance; and

WHEREAS, the Wentworth Library needs $500,000 of exterior envelope repairs that can be accomplished within the adopted project budget; and

WHEREAS, the Lebanon Hills Maintenance Facility needs $190,000 for building

HVAC automation, dust containment, and improved cellular service, all of which can be accomplished within the adopted project budget; and

WHEREAS, the Burnhaven Library needs a new roof and exterior envelope repairs, best performed when the interior renovation is underway and the Library is closed; and

WHEREAS, the Burnhaven Library needs a budget amendment of $200,000 to achieve the roof and envelope work; and

WHEREAS, in consultation with the Finance Director and County Leadership, the remaining funds will be programmed for use in the 2027-2031 Facilities Capital Improvement Program in place of levy or general fund balance use.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends the Facilities Capital Improvement Program budget as follows:

Expense	
Lebanon Hills Maintenance Facility (2000017)	($200,000)
Burnhaven Library Renovation (2000463)	$200,000
Total Expense	**$0**
Revenue	
Lebanon Hills Maintenance Facility (2000017)	($200,000)
Burnhaven Library Renovation (2000463)	$200,000
Total Revenue	**$0**

Ayes: 7

9.4 Resolution No: 26-299
Authorization To Partially Rescind County Board Resolution 26-177 And Execute Contract With Waste Management Of Minnesota, Inc. For Resource Management Services At Dakota County Buildings In South Zone

Motion: Joe Atkins Second: Liz Workman

WHEREAS, pursuant to advertisement, five qualified Resource Management Services proposals were received for the North Zone and four were received for the South Zone on January 14, 2026, for the collection, transportation, and delivery of municipal solid waste, recyclable materials, and organics collected from Dakota County facilities, parks, and select residential organics drop-sites to the appropriate waste management facilities; and

WHEREAS, resource management services also provide for the development of a detailed billing/invoicing reporting system and collaboration with County staff to improve waste reduction and recycling efforts, and

WHEREAS, Dick's Sanitation Services, Inc., submitted the lowest responsive and responsible 12-month proposal for the North Zone in the amount of

$254,074; and

WHEREAS, Republic submitted the lowest responsive and responsible 12-month proposal for the South Zone in the amount of $341,510; and

WHEREAS, Republic withdrew their proposal prior to execution of the contract; and

WHEREAS, Waste Management submitted the next lowest responsive and responsible 12-month proposal for the South Zone in the amount of $353,441; and

WHEREAS, Waste Management revised their proposal for the South Zone to reflect the new 8-month term in the amount of $313,685; and

WHEREAS, funds for resource management services are included in the 2026 Facilities Management operating budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby partially rescinds Resolution No. 26-177 (April 21, 2026) and does not award the South Zone to Republic Services of the Twin Cities - Inver Grove Heights; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Waste Management of Minnesota, Inc. 1901 Ames Drive, Burnsville, MN 55306, for Resource Management services at Dakota County buildings in the South Zone for the period of August 1, 2026, through March 31, 2029, for $313,685, subject to available funding and approval by the County Attorney's Office as to form.

Ayes: 7

9.5 Resolution No: 26-300
Authorization To Grant Easement To City Of Hastings For Stormwater Ponding And Access

Motion: Joe Atkins Second: Liz Workman

WHEREAS, the County of Dakota (County) owns Parcel Identification Number 19-02900-30-010 (Property) in the City of Hastings (City), which is currently used for administration and judicial buildings as well as parking and open space purposes; and

WHEREAS, the County is planning to install a new fuel island located on the Property, behind the Judicial Center, and the project requires a new stormwater pond; and

WHEREAS, the City is the responsible party for managing the new stormwater pond, per the Stormwater Agreement between the County and the City; and

WHEREAS, the City has requested a permanent drainage and utility easement for access and maintenance of the new stormwater pond, encompassing 0.31-acres, legally described as follows:

A permanent drainage and utility easement over the south 85 feet of the north 213 feet of the west 160 feet of the east 510 feet of the Southeast Quarter of the Northwest Quarter of Section 29, Township 115 North, Range 17 West, Dakota County, Minnesota.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby grants and authorizes the Board Chair to execute the permanent drainage and utility easement legally described above to the City of Hastings for the access and maintenance of the stormwater pond, related to the new County fuel island, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.6 Resolution No: 26-301
Scheduling Of Public Hearing To Receive Comments On Proposed Amendments To Park Ordinance 107

Motion: Joe Atkins Second: Liz Workman

WHEREAS, by Resolution No. 23-202 (May 23, 2023), the Dakota County Board of Commissioners adopted Dakota County Ordinance 107 to provide for the safe and peaceful use of parklands and trails, for the education and recreation of the public, for the protection and preservation of the property, facilities, and natural resources, and for the safety and general welfare of the public; and

WHEREAS, staff recommends amendments to Ordinance 107 for clarification for enforcement and better alignment with State guidelines, Met Council taskforce recommendations, and the recently adopted 2050 Parks Vision Plan; and

WHEREAS, areas for revision include language and activity description updates, permitting hunting on conservation easements, and expanded regulations and improved enforcement strategies for electric-powered devices.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a public hearing for August 4, 2026, at 9:00 am in the Boardroom of the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, to receive comments on the proposed update to Park Ordinance 107; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners directs staff to publish notice of this public hearing in the *Dakota County Tribune* and post it on the Dakota County website at www.dakotacountymn.gov

<http://www.dakotacountymn.gov>.

Ayes: 7

9.7 Resolution No: 26-302
Authorization To Execute Contract With Native Resource Preservation, LLC For West Lebanon Hills Regional Park Restoration Project

Motion: Joe Atkins Second: Liz Workman

WHEREAS, the Natural Resources Management System Plan adopted by Resolution No. 17-274 (May 23, 2017) determined that Parks Natural Resources shall restore Dakota County Parks System's natural areas per each Park Natural Resource Management Plan; and

WHEREAS, the Lebanon Hills Regional Park Natural Resources Management Plan was adopted by Resolution No. 19-769 (October 29, 2019) and identified high-priority ecological restoration sites within the park; and

WHEREAS, the County Board authorized the submission of a grant request to the 2026 Environment and Natural Resource Trust Fund (ENRTF) for the Lebanon Hills Regional Park Natural Resources Restoration and Sustainable Trails Improvements by Resolution No. 25-107 (February 18, 2025); and

WHEREAS, the County Board authorized the acceptance of $2,126,000 in ENRTF grant funds with a County match of $725,000 by Resolution No. 26-247 (June 9, 2026); and

WHEREAS, the West Trailhead at Lebanon Hills Regional Park is a priority location for restoration and enhancement, which is proposed to be completed conjunction with trail construction and decommissioning as part of the Lebanon Hills Regional Park Natural Resources Restoration and Sustainable Trails Project; and

WHEREAS, a Request for Proposals was prepared and released on April 23, 2026, for the West Lebanon Hills Regional Park Restoration Project; and

WHEREAS, the proposal documents include a Base Bid and Three Alternate Bids; and

WHEREAS, the best value proposal was submitted by Native Resource Preservation, LLC; and

WHEREAS, staff recommends acceptance of the Base Bid and Alternate Task G to best meet project goals and stay within budget; and

WHEREAS, staff recommends award of the contract to Native Resource Preservation, LLC in an amount not to exceed $2,028,059: and

WHEREAS, the project budget is sufficient to support the issuance of this

contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the proposal to and authorizes the County Manager or delegate to execute a contract with Native Resource Preservation, LLC for the West Lebanon Hills Regional Park Restoration Project, in the amount of $2,028,059 subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.8 Resolution No: 26-303
Authorization To Execute Limited Use Permit With Minnesota Department Of Transportation For the Dakota Homeland Frame Along The Minnesota River Greenway-Fort Snelling Segment In City Of Eagan

Motion: Joe Atkins Second: Liz Workman

WHEREAS, the Minnesota River Greenway runs along the south side of the Minnesota River in Eagan and Burnsville, extending from I35-W in Burnsville to Lilydale Regional Park in Saint Paul; and

WHEREAS, by Resolution No. 11-516 (October 18, 2011), the Dakota County Board of Commissioners adopted the Minnesota River Greenway Master Plan; and

WHEREAS, by Resolution No. 16-516 (October 11, 2016), the Dakota County Board of Commissioners executed an agreement with the Minnesota Department of Natural Resources to construct, operate, and maintain a portion of the Fort Snelling segment of the Minnesota River Greenway; and

WHEREAS, by Resolution No. 20-078 (February 4, 2020), the Dakota County Board of Commissioners and the Minnesota Department of Natural Resources amended this agreement to expand the segment into the Fort Snelling State Park, allowing for the construction of the entire Fort Snelling segment of the Minnesota River Greenway within the Fort Snelling State Park; and

WHEREAS, with completion of the bridge construction for the project, an existing interpretive feature of the Dakota Homeland Frames interpretive plan was removed and will be installed approximately 0.3 miles north from its original location on right of way owned by the Minnesota Department of Transportation; and

WHEREAS, Dakota County and Minnesota Department of Transportation have determined that a limited use permit is necessary and sufficient to govern the construction, operation, and maintenance of this interpretive feature.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or delegate to execute a limited use permit with the Minnesota Department of Transportation for the

installation and maintenance of the Dakota Homeland Frame along the Minnesota River Greenway within Minnesota Department of Transportation right of way, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.9 Resolution No: 26-304
Authorization To Award And Execute Consultant Contract With I&S Group, Inc. For An Alignment Study For The Mill Towns State Trail In Partnership With The Minnesota Department Of Natural Resources, Project #2000641

Motion: Joe Atkins Second: Liz Workman

WHEREAS, to achieve the Dakota County Board's vision of a 200-mile greenway system, the County is proceeding with a feasibility study of the Lake Byllesby Greenway Regional Trail segment of the Mill Towns State Trail within Waterford, Sciota, and Randolph Townships and the City of Randolph. and preliminary design services between West and East Lake Byllesby Regional Park; and

WHEREAS, County staff sent a Request for Proposal to seven qualified professional consultants; and

WHEREAS, six proposals were received and evaluated by County staff; and

WHEREAS, the proposal from I&S Group, Inc. had the best-value costs for the study and preliminary design and provides all the services needed; and

WHEREAS, the 2026-2030 Parks and Greenway Transportation Sales Tax funds include up to $300,000 for engineering consulting services for this project; and

WHEREAS, the County Parks Director recommends execution of a contract with I&S Group, Inc. for engineering consulting services for the Mill Towns State Trail Alignment Study project (2000641) for actual costs not to exceed $269,090.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or delegate to execute a contract with I&S Group, Inc. to perform an alignment study for the Mill Towns State Trail project (2000641) in an amount not to exceed $269,090, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.10 Authorization To Execute Contract Amendment Five With Short-Elliott-Hendrickson, Incorporated To Provide Additional Engineering Services For Greenway Trail And Memorial Nodes Design For Veterans Memorial Greenway In Cities Of Inver Grove Heights And Eagan, County Project P00147 (1000636)

This item was pulled from the consent agenda and moved to the Physical

Development Committee of the Whole meeting on July 14, 2026 for further discussion. No vote was taken.

WHEREAS, the Veterans Memorial Greenway Project (P00147) will provide a link between Lebanon Hills Regional Park and the Mississippi River in central Dakota County and through the cities of Inver Grove Heights and Eagan; and

WHEREAS, the Veterans Memorial Greenway will include memorials along the trail, giving users the opportunity to learn about the sacrifices veterans have made over the years as they travel the trail; and

WHEREAS, by Resolution No. 20-430 (September 1, 2020), the County executed a contract with Short-Elliott-Hendrickson, Incorporated, for preliminary and final design engineering consulting services; and

WHEREAS, the County Board authorized four previous amendments to the contract for additional services; and

WHEREAS, a fifth amendment is proposed for additional services to complete phase 2 design (significant 90%-95% design updates, plan re-submissions, and additional permits), four enhanced memorial nodes design (Native American Veterans, Gold Star Families, Support Organizations, and Military Units and Flyers), and supplemental services to design phase 3 (topographic survey, wetland re-delineation, soil borings, Level 2 geometric layout, and railroad storm sewer license); and

WHEREAS, County staff recognizes and recommends the additional tasks as necessary to complete phase 2 design, the four enhanced memorial nodes design, and supplemental services to design phase 3; and

WHEREAS, staff negotiated an amount of $992,000 with Short-Elliott-Hendrickson, Incorporated, to complete the work; and

WHEREAS, the 2026 Parks Capital Improvement Program Budget includes sufficient funding for the Veterans Memorial Greenway.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development, or designee, to execute an amendment to the contract with Short-Elliott-Hendrickson, Incorporated, for additional services necessary for the Veterans Memorial Greenway in an amount not to exceed $992,000, resulting in a total amended contract not to exceed $5,302,025, subject to approval by the County Attorney's Office as to form.

10. Public Services and Revenue

10.1 Resolution No: 26-305
Approval Of Application For Off-Site Gambling For Lakeville Lions Club

Motion: Joe Atkins Second: Liz Workman

WHEREAS, off-site gambling permits are issued by the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township; and

WHEREAS, an application to conduct off-site gambling at Dakota County Fairgrounds in Castle Rock Township during the Dakota County Fair from August 10-16, 2026 has been submitted by the Lakeville Lions; and

WHEREAS, the County's approval of the Lakeville Lions' application is contingent upon Castle Rock Township's approval; and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed gambling activity.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from Lakeville Lions to conduct off-site gambling activities at the Dakota County Fairgrounds in Castle Rock Township from August 10-16, 2026.

Ayes: 7

REGULAR AGENDA

11. Central Operations

11.1 Resolution No: 26-306
Scheduling Of Public Hearing On Issuance Of Revenue Obligations By City Of Lilydale To Finance Project By 360 Communities

Motion: Joe Atkins Second: Liz Workman

Deputy County Manager David McKnight briefed this item and responded to questions.

NOW, THEREFORE, BE IT RESOLVED, That by the Board of Commissioners of Dakota County, Minnesota, as follows:

Section 1.Definitions. The capitalized terms used in this resolution have the meanings assigned below:
Acts: Minnesota Statutes, Sections 469.152 through 469.165, as amended, and Minnesota Statutes, Section 471.656, as amended.
Bond Counsel: the law firm of Fryberger, Buchanan, Smith & Frederick, P.A.
Borrower: 360 Communities, a Minnesota nonprofit corporation.
County: Dakota County, Minnesota.
Code: the Internal Revenue Code of 1986, as amended.
Governing Body: the Board of Commissioners of the County.
Issuer: City of Lilydale, Minnesota, the issuer of the Obligations.

Obligations: the Issuer's proposed tax-exempt 501(c)(3) Facilities Revenue Note (360 Communities Project), Series 2026, in the maximum aggregate principal amount of $8,000,000.

Project: the demolition of an existing facility, and construction and equipping of an approximately 28,550 square-foot new facility suitable for the Borrower's Qualified Services and Activities, to be located at 4345 Nicols Road, in the City of Eagan, Minnesota.

Qualified Services and Activities: providing social services, including, but not limited to, assistance to the poor, distressed, or underprivileged, in revenue-producing facilities, and such other charitable services and activities as are undertaken by organizations described in Section 501(c)(3) of the Code.

Section 2. Recitals. The Governing Body makes the following statements of fact:

2.01 Representatives of the Borrower have represented to the County that:

(a) the Borrower is a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code;

(b) the Borrower is engaged in Qualified Services and Activities, which the Project supports;

(c) the Borrower desires to undertake the Project;

(d) the Borrower desires to finance the Project, fund required reserves and capitalized interest, if any, and pay costs of issuance associated with the financing, all through the issuance by the Issuer of the Obligations in an amount not to exceed $8,000,000; and

(e) the economic feasibility of the Project will be greatly enhanced through the issuance of the Obligations for the Financing Purposes in an amount not exceeding $8,000,000.

2.02 Bond Counsel has informed the County as follows:

(a) the Acts provide the legal authority for the issuance of the Obligations;

(b) Sections 469.152 through 469.1655 of the Acts authorize a municipality to issue revenue obligations to finance a project consisting of any properties, real or personal, used or useful in connection with a revenue producing enterprise;

(c) in order for interest on the Obligations to be exempt from federal income taxation, the tax-exempt bond rules of the Code require that each jurisdiction in which at least a portion of the Project is located must hold a public hearing on the Project and approve the issuance of the Obligations; and

(d) in order for the Obligations to be legally issued by the Issuer, Section 471.656 of the Acts requires, among other things, that the County consent to the issuance of the Obligations by the Issuer.

Section 3. Public Hearing.

3.01 The County agrees to hold a public hearing on the Project and the issuance of the Obligations by the Issuer. 3.02

3.02 Bond Counsel, at the direction of the County Manager, is authorized and directed to publish the notice substantially in the form attached hereto as Exhibit A (the "Notice") in the official newspaper of the County and a newspaper of general circulation in the County not less than 10 days nor more than 30 days prior to the date set for the public hearing.

Section 4. County Costs. The Borrower has agreed that it will pay the

administrative fees of the County and pay, or upon demand reimburse the County for payment of, any and all costs incurred by the County in connection with the issuance of the Obligations, whether or not the Project is carried to completion, or the Obligations are issued; and
BE IT FURTHER RESOLVED, That the public hearing be held on Tuesday, August 4, 2026, at 9:00 a.m. Dakota County Administration Center Boardroom, Hastings, Minnesota.

Ayes: 7

12. Closed Executive Session

12.1 Resolution No: 26-307
Closed Executive Session: Legal Strategy For Acquisition Of Property Interests From Felton Nora L. Felton/Felton Family Farms, LLLP In Randolph Township For County Project 88-24

Motion: Joe Atkins Second: Liz Workman

On a motion by Commissioner Slavik, seconded by Commissioner Atkins, the Closed Executive Session was approved. Prior to recessing the County Board meeting at 9:38 a.m. the County Board completed the rest of the agenda and then went into recess. Pursuant to public notice, the Board convened at 9:46 a.m. in Conference Room 3A, Administration Center, to discuss the legal strategy for acquisition of property interests from Nora L. Felton/Felton Family Farms, LLLP in Randolph Township for County Project 88-24.

The following were present:
Commissioner Mike Slavik, District 1
Commissioner Joe Atkins, District 2
Commissioner Laurie Halverson, District 3
Commissioner William (Bill) Droste, District 4
Commissioner Liz Workman, District 5
Commissioner Mary Liz Holberg, District 6
Commissioner Mary Hamann-Roland, District 7
Heidi Welsch, County Manager
David McKnight, Deputy County Manager
Brian Wisdorf, Attorney
Tom Donely, First Assistant County Attorney
Kathy Keena, County Attorney
Lucie O'Neill, Legal Division Head
Georg Fischer, Assistant County Manager-Physical Development
Erin Laberee, Director of Transportation/County Engineer
Jeni Reynolds, Sr. Administrative Coordinator to the Board

The Closed Executive Session continued until 10:25 a.m., at which time the Board reconvened the County Board meeting with all members present.

WHEREAS, to improve safety, operations, and capacity along the Project corridor, Dakota County proceeded with and completed County Project (CP)

88-24; and

WHEREAS, CP 88-24 reconstructed a segment County State Aid Highway (CSAH) 88 from State Trunk Highway (TH) 52 to TH 56 (Randolph Blvd.) to address pavement quality, safety, and operational issues by improving drainage, modifying access, improving sight angles, and adding turn lanes; and

WHEREAS, to construct CP 88-24, the County had to acquire certain property rights from Nora L. Felton/Felton Family Farms, LLLP, identified as Parcel 2, TE 2, Parcel 3, TE 3, Parcel 4, TE 4, DU 4, Parcel 5, TE 5, Parcel 6, TE 6, DU 6, Parcel 22, TE 22, DU 22, Parcel 23, TE 23 and DU 23 according to Dakota County Right-of-Way Map No. 495, as recorded in the Office of the Dakota County Recorder (collectively “Felton Parcels”); and

WHEREAS, the County commenced a condemnation proceeding in 2023 to acquire those property rights necessary to complete the CP 88-24, including highway easements, drainage and utility easements, and/or temporary construction easements upon, over and across the Felton Parcels (Dakota County Court File No. 19HA-CV-23-2169); and

WHEREAS, Dakota County District Court granted the County title and possession of the easement areas for purposes of completing CP 88-24 and appointed commissioners to ascertain and report to the Court the amount of damages sustained by the owner of said lands on account of said taking; and

WHEREAS, the Dakota County Board of Commissioners seeks legal advice from the County Attorney with respect to the strategy of accomplishing the acquisition of the property rights relating to the Felton Parcels for CP 88-24 the public disclosure of which would benefit the landowners to the detriment of Dakota County’s position in this matter; and

WHEREAS, pursuant to Minn. Stat. §13D.05, subd. 3(b), the County Board by resolution may close a meeting as permitted by the attorney-client privilege.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the County Board meeting on July 7, 2026, and recesses to Conference Room 3A, Administration Center, Hastings, Minnesota, to discuss with the County Attorney the legal strategy of accomplishing Dakota County’s acquisition of certain property rights from Nora L. Felton/Felton Family Farms, LLLP, as identified by Dakota County Right of Way Map No. 495 as Parcel 2, TE 2, Parcel 3, TE 3, Parcel 4, TE 4, DU 4, Parcel 5, TE 5, Parcel 6, TE 6, DU 6, Parcel 22, TE 22, DU 22, Parcel 23, TE 23 and DU 23 for County Project 88-24.

Ayes: 7

13. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

14. County Manager's Report

15. Information

15.1 Information
See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Resolution No: 26-308
Adjournment

Motion: Mary Hamann-Roland Second: Mike Slavik

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik the meeting was unanimously adjourned at 10:26 a.m.

Ayes: 7

Laurie Halverson
Chair

ATTEST

Heidi Welsch
County Manager

Board of Commissioners

Request for Board Action

Item Number: DC-5838 **Agenda #:** 7.1 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendment Five With Short-Elliott-Hendrickson, Incorporated To Provide Additional Engineering Services For Greenway Trail And Memorial Nodes Design For Veterans Memorial Greenway In Cities Of Inver Grove Heights And Eagan, County Project P00147 (1000636)

RESOLUTION

WHEREAS, the Veterans Memorial Greenway Project (P00147) will provide a link between Lebanon Hills Regional Park and the Mississippi River in central Dakota County and through the cities of Inver Grove Heights and Eagan; and

WHEREAS, the Veterans Memorial Greenway will include memorials along the trail, giving users the opportunity to learn about the sacrifices veterans have made over the years as they travel the trail; and

WHEREAS, by Resolution No. 20-430 (September 1, 2020), the County executed a contract with Short-Elliott-Hendrickson, Incorporated, for preliminary and final design engineering consulting services; and

WHEREAS, the County Board authorized four previous amendments to the contract for additional services; and

WHEREAS, a fifth amendment is proposed for additional services to complete phase 2 design (significant 90%-95% design updates, plan re-submissions, and additional permits), four enhanced memorial nodes design (Native American Veterans, Gold Star Families, Support Organizations, and Military Units and Flyers), and supplemental services to design phase 3 (topographic survey, wetland re-delineation, soil borings, Level 2 geometric layout, and railroad storm sewer license); and

WHEREAS, County staff recognizes and recommends the additional tasks as necessary to complete phase 2 design, the four enhanced memorial nodes design, and supplemental services to design phase 3; and

WHEREAS, staff negotiated an amount of $992,000 with Short-Elliott-Hendrickson, Incorporated, to complete the work; and

WHEREAS, the 2026 Parks Capital Improvement Program Budget includes sufficient funding for the

Veterans Memorial Greenway.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager: Physical Development, or designee, to execute an amendment to the contract with Short-Elliott-Hendrickson, Incorporated, for additional services necessary for the Veterans Memorial Greenway in an amount not to exceed $992,000, resulting in a total amended contract not to exceed $5,302,025, subject to approval by the County Attorney's Office as to form.

Board of Commissioners

Request for Board Action

Item Number: DC-5802 **Agenda #:** 7.2 **Meeting Date:** 8/4/2026

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Regular Action

TITLE

Authorization To Execute Agreement With And Accept Grant Funds From Minnesota Historical Society And Execute Subrecipient Agreement With Dakota County Historical Society For Wayfinding And Interpretive Signage For Heroes And Heritage Interpretive Trail Loop And Amend 2026 Public Services And Revenue Budget

RESOLUTION

WHEREAS, the Laws of Minnesota 2026, Chapter 129, Article 1, Section 13 awarded Dakota County $300,000 through a Minnesota Historical Society (MHS) general fund grant to design and construct wayfinding and interpretive signage for the Heroes and Heritage Interpretive Trail Loop; and

WHEREAS, this project is intended to provide self-guided interpretive and wayfinding signage on primarily county-owned right of way and trails within West St. Paul, South St. Paul, and Inver Grove Heights connecting places of local history and significant events which will highlight local history, with the goal of creating a cohesive interpretive narrative that connects trail users with the rich history of the region; and

WHEREAS, a State funding source reduces the burden on local taxpayers for regional improvements; and

WHEREAS, the Dakota County Historical Society (DCHS) completed the phase one pilot project in 2024 which included research, onsite analysis, community engagement, concept refinement, draft sign content and design final report at a cost of $75,000 which was funded from the 2024-2028 Parks CIP which includes County Program Aid within the planning setaside; and

WHEREAS, DCHS is a sole-source provider for completing phase two and is willing to manage the project to completion; and

WHEREAS, Dakota County Physical Development Division staff is prepared to provide general maintenance around the interpretive signage installed on county-owned property and to be responsible for repairs and replacement of that signage as necessary along the trail under separate maintenance agreements; and

WHEREAS, County staff will be reimbursed for their time associated with the management of the grant funds; and

WHEREAS, Dakota County will act as fiscal agent in the distribution of Minnesota Historical Society grant funds to DCHS, via reimbursement of work completed.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the execution of the Minnesota Historical Society (MHS) grant agreement and acceptance of the grant funds for the design and construction of wayfinding and interpretive signage for the Heroes and Heritage Interpretive Trail Loop; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Assistant County Manager of the Public Services and Revenue Division to enter into a subrecipient agreement with the Dakota County Historical Society (DCHS) for design and construction of wayfinding and interpretive signage for the Heroes and Heritage Interpretive Trail Loop; and

BE IT FURTHER RESOLVED, That the 2026 Public Services and Revenue Program Budget is hereby amended as follows:

Expense
Reimbursement to DCHS for design and construction of signage: $300,000
Total Expense: $300,000

Revenue
MHS Grant Funding: $300,000
Total Revenue: $300,000

Board of Commissioners

Request for Board Action

Item Number: DC-5864 **Agenda #:** 8.1 **Meeting Date:** 8/4/2026

DEPARTMENT: Finance

FILE TYPE: Consent Information

TITLE
Report On Invoices Paid In June 2026

RESOLUTION
Information only; no action requested.

BACKGROUND
Minn. Stat. § 375.18 requires that all claims paid must be presented to the County Board for informational purposes.

A copy of the June 2026 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board. The attachment provides a summary of invoices paid each month in 2026.

Payments for the month ending June 30, 2026, total $243,356,603.

The following is a summary of the major payments for the month.

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	$2,764,621	Retirement accounts, PERA, health & dental
Payments to other governments	$216,890,922	Pass through payments - taxes, fees
Materials & supplies	$124,702	Highway, Parks, Buildings material/supplies
Overall support of departments	$2,942,209	Insurance, maintenance agreements, office equip
Services to citizens & clients	$3,597,023	Major client services contract
All other expenses	$6,470,779	Countywide Set-Aside, CEP, and misc.
Capital projects	$10,566,347	Highway & building construction
	$243,356,603	

RECOMMENDATION
Information only; no action requested.

FINANCIAL AND STAFFING IMPACTS
None.

PREVIOUS BOARD ACTION
None.

ATTACHMENTS
Attachment: RBA Paid Invoices Report June 2026

CONTACT
Department Director: Will Wallo
Author: Jan Larson

RBA - REPORT ON INVOICES PAID

2026

Major Category	January	February	March	April	May	June	July	August	September	October	November	December
Benefit deductions from employee payroll	$4,100,976	$2,734,461	$2,753,858	$2,745,851	$2,781,482	$2,764,621						
Payments to other governments	$44,899,679	$96,038	$86,544	$94,463	$96,022,438	$216,890,922						
Materials & supplies	$286,317	$324,430	$200,545	$191,545	$130,390	$124,702						
Overall support of departments	$2,684,802	$3,162,555	$2,410,425	$2,477,432	$2,382,766	$2,942,209						
Services to citizens and clients	$4,003,892	$2,199,361	$3,200,006	$2,374,343	$2,338,523	$3,597,023						
All other expenses	$5,390,915	$6,257,039	$10,376,157	$6,503,148	$3,681,667	$6,470,779						
Capital projects	$3,732,687	$4,285,968	$6,112,648	$3,527,823	$3,764,364	$10,566,347						
Total	**$65,099,268**	**$19,059,852**	**$25,140,183**	**$17,914,605**	**$111,101,630**	**$243,356,603**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

3 Payrolls = January and August
Tax Distributions = January, May, June, July, October, November, December

Board of Commissioners

Request for Board Action

Item Number: DC-5842 **Agenda #:** 8.2 **Meeting Date:** 8/4/2026

DEPARTMENT: Finance

FILE TYPE: Consent Action

TITLE
Authorization To Amend Joint Powers Agreement With Dakota County Community Development Agency For Local Affordable Housing Aid And Amend Non-Departmental And Social Services Budget

RESOLUTION
WHEREAS, Local Affordable Housing Aid (LAHA) is aid to metropolitan local governments of the seven county metro area; and

WHEREAS, LAHA is funded through a dedicated sales tax in the seven-county metropolitan area; and

WHEREAS, during the 2026 budget process, the County Board approved a budget of $10,926,497 of LAHA funding that included investments for Emergency Rental Assistance, Apartment Services, Financial Support to Affordable Non-Profit Providers, Affordable Housing Development and Financing, Operations and Management of Distressed Residential Properties, Supportive Services for Supportive Housing, Emergency Shelter Operations, and Other Projects Subject to Approval by Minnesota Housing; and
WHEREAS, based on LAHA revenues to date, staff projects annual LAHA revenues of $11,259,587; and

WHEREAS, during the June 16, 2026, Finance Work Session, the Board gave direction to budget 50% of LAHA revenues in the Dakota County Social Services budget and distribute 50% of LAHA revenues to the Dakota County Community Development Agency (CDA); and

WHEREAS, staff recommends authorizing a budget allocation and execution of a joint powers agreement distributing 50% of the LAHA funds to the CDA in 2026 and future years for qualifying projects consistent with the County's Housing Business Plan; and

WHEREAS, the CDA's proposed fiscal year 2025-2026 budget will include the appropriated LAHA funds for eligible activities and projects.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to accept Local Affordable Housing Aid (LAHA) funding; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to amend the joint powers agreement with the Dakota County

Community Development Agency (CDA), sending 50% of the LAHA funds to the CDA in 2026 and future years to be used on qualifying projects consistent with the County's Housing Business Plan; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2026 Non-Departmental Budget as follows:

Expense
Community Development Agency Allocation: $712,871
Unallocated LAHA: ($1,092,650)
Total Expense: ($379,780)

Revenue
LAHA Funding: ($379,780)
Total Revenue: ($379,780)

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2026 Social Services Budget as follows:

Expense
LAHA Expenses: $712,871
Total Expense: $712,871

Revenue
LAHA Funding: $712,871
Total Revenue: $712,871

BACKGROUND
Local Affordable Housing Aid (LAHA) is aid to metropolitan local governments of seven counties, including Dakota County, and 63 cities (Attachment: Statewide and Local Affordable Housing Aid Frequently Asked Questions). LAHA is funded through a dedicated sales tax in the seven-county metropolitan area.

This action is based on direction from the June 16, 2026, Finance Work Session. This item clarifies that the distribution of the funds to the CDA will be complete pursuant to the terms of a JPA.

RECOMMENDATION
Staff recommends that the Board of Commissioners authorize an amendment of a JPA allocating 50% of LAHA revenues received by Dakota County to the CDA in County fiscal year 2025. The County will make distributions equal to 50% of each allocation to the CDA for eligible projects.

FINANCIAL AND STAFFING IMPACTS
There is no levy cost for this request in 2026. An amendment to the 2026 Social Services Budget in the amount of $712,871 and an amendment to the 2026 Non-Departmental Budget in the amount of ($379,780) will be funded from the LAHA Allocation. Any unused funds will be requested for carry over to the 2027 Budget.

Funding Source	2026 Adopted Budget	Approved 2026 Amended Budget
LAHA - CDA Allocation	$4,916,923	$5,629,794
LAHA - Unallocated	$1,092,650	$0
LAHA - Social Services	$4,916,923	$5,629,794
Total	**$10,926,496**	**$11,259,588**

PREVIOUS BOARD ACTION
25-285; 6/24/25

ATTACHMENTS
Attachment: Statewide and Local Affordable Housing Aid Frequently Asked Questions

CONTACT
Department Director: William Wallo
Author: Karen Cater

Local and Statewide Affordable Housing Aid Frequently Asked Questions

June 14, 2024

In 2023, the Minnesota Legislature authorized aid payments to counties, cities and Tribal Nations and in 2024 the legislature adopted changes to the aid programs. The goal is to fund affordable housing projects and help organizations provide affordable and supportive housing.

Local Affordable Housing Aid (LAHA) is aid to metropolitan local governments of seven counties and 63 cities. LAHA is funded through a new dedicated sales tax in the seven-county metropolitan area. As sales taxes will vary, the amount of LAHA distributed will also vary.

Statewide Affordable Housing Aid (SAHA) is funded by state funds appropriated to the Department of Revenue. All Minnesota counties, Tribal Nations and 37 cities will be eligible to receive this aid.

Aid payments are made directly to local governments. In the metro, aid is funded by the sales tax for housing. Statewide, aid is funded by state appropriations.

Throughout the document, “housing aid” is used when the response applies to both LAHA and SAHA.

The information provided in this document does not constitute legal advice and is subject to change. If there are questions regarding how program requirements or criteria apply in specific circumstances, please consult with your own legal counsel.

Overview and Requirements

Why is there a difference between SAHA and LAHA?

The primary differences between LAHA and SAHA are the way they are funded, when funding will be disbursed and to whom.

Both aid projects have the same eligible uses and requirements except for market rate housing. This is only available in certain non-metropolitan areas using SAHA.

What are the eligible uses of housing aid programs?

Qualifying projects for aids payable in 2023 are:

- Emergency rental assistance for households earning less than 80% of area median income (AMI) as determined by the U.S. Department of Housing and Urban Development (HUD)
- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable and supportive housing
- Development of market rate residential rental properties outside of the metro area if certain conditions are met
- Projects designed for the purpose of construction, acquisition, rehabilitation, demolition or removal of existing structures, construction financing, permanent financing, interest rate reduction, refinancing and gap financing of affordable housing

For aids payable in 2024, qualifying projects are those listed above plus:

- Financing the operations and management of financially distressed residential properties
- Funding of supportive services including staffing for supportive housing, which includes financial support to nonprofit services providers and capitalized reserves
- Costs of operating emergency shelter facilities, including services

For more information, read the complete list of LAHA qualifying projects and SAHA qualifying projects.

What is gap financing?

Gap financing is the difference between the property costs (including acquisition, demolition, rehabilitation and construction) and

- The market value of the property upon sale

OR

- The amount the target household can afford for housing (based on industry standards and practices)

What are the affordability requirements of LAHA and SAHA?

Specific income requirements are provided for:

- Emergency Rental Assistance
  - Less than 80% of AMI
- Homeownership
  - At or below 115% of the greater of state or area median income
  - Priority for those at or below 80%
- Rental Housing
  - At or below 80% of the greater of state or area median income

- Priority for those at or below 50%

State and area median incomes are determined by HUD.

While there are no income requirements or income qualification for projects supporting nonprofits, organizations should be providing affordable or supportive housing.

Some non-metropolitan communities may be eligible to spend aid on market rate developments. There are no income requirements for market rate housing under this category.

Are there other requirements if using these funds?

Yes. If LAHA or SAHA is used for new construction of a building with more than four units, the building must be constructed, converted or otherwise adapted to include accessibility features, such as sensory-accessible (see subd. 4). Documentation will be required for reporting and compliance.

State Agency Roles and Reporting Requirements

What roles do the Department of Revenue and Minnesota Housing play in distributing and tracking local housing aid?

The Department of Revenue calculates and distributes the amount of aid available to each government. Revenue also accepts applications from eligible Tribal Nations.

Minnesota Housing's statutory role relates to reporting and compliance. First reports are due by December 1, 2025. While not required by the legislation, Minnesota Housing is hiring staff to support housing aid programs with technical assistance and coordination.

Does a city, county or Tribe need to apply to receive the funds?

For cities and counties there is no application process. Revenue will distribute aid according to statutory requirements.

Tribal Nations must apply to receive funds annually. Tribes should work with Revenue to meet this annual requirement.

Does a city, county or Tribe need to seek preapproval before spending the funds?

No. Approval is not needed before spending funds. However, funds must be used on qualifying projects and expenditures should be documented to avoid repayment or recapture.

Will Minnesota Housing be developing a program guide for housing aid?

No. Housing aid is not a grant or loan program and is not subject to a program guide.

Minnesota Housing will support housing aid programs through guidance and staff support.

What are the reporting requirements for the funds?

Beginning in 2025, housing aid recipients must submit a report to Minnesota Housing every year by December 1.

The report must include documentation of:

- Certification that the aid recipient will use the aid funds to supplement and not supplant its existing locally-funded housing expenditures
- Qualifying projects completed or planned with the funds
- Location of unspent funds
- Inability to spend on a qualifying project prior to the deadline (if funds deposited into a local housing trust fund)
- Accessibility requirements (for project of four or more units)
- Relevant resolution and certifications for market rate developments in non-metropolitan communities
- Relevant documentation of locally-funded housing expenditures in prior years, including public notice requirements

Additional guidance on the report's format will be provided in the future.

Do metropolitan counties need to submit a report for LAHA and one for SAHA?

Minnesota Housing is determining if the reports must remain separate. However, if they do, the report format will be the same or substantially similar for LAHA and SAHA.

What happens if a city, county or Tribal Nation does not submit a report or does not spend the funds?

Reports are due by December 1 every year. The first report is due on December 1, 2025.

If the aid recipient fails to submit a report, does not spend funds during the required timeframe, or spends funds on an ineligible project, they must repay the funds. Revenue may also suspend payments to these entities.

Detailed information can be found in 477A.35, Subd 6 and 477A.36, Subd. 6.

What happens to the aid funds if they are returned or recaptured?

If returned, aid funds would be deposited with one or more of Minnesota Housing's programs. This includes Family Homeless Prevention and Assistance Program (FHPAP), the Economic Development

and Housing Challenge Program (Challenge), and the Workforce and Affordable Homeownership Development Program as specified in law.

Will Minnesota Housing be monitoring the use of housing aid prior to the reporting deadline for cities and counties?

Minnesota Housing will not require reporting prior to December 1, 2025, when the first report is due from cities and counties.

However, Minnesota Housing will be checking in with local governments to offer support and track spending progress.

Definitions and Clarifications

What is a Tier I and a Tier II city?

The terms Tier I and Tier II are used to determine cities that will receive aid.

A Tier I city is a statutory or home rule charter city that is a city of the first, second or third class. For LAHA, it must be in a metropolitan county. For SAHA, it must not be in a metropolitan county. Read the full definition of cities and classes.

A Tier II city is a statutory or home rule charter city that is a city of the fourth class and not located in a metropolitan county (see subd. 4).

The bill requires aid be spent on a qualified project. What is the definition of spent? If a project is started but not completed, are the funds considered to be spent?

The definition of spent was clarified in 2024 session law. Funds must be committed to a qualifying project by December 31 in the third year following the year the aid was received (for aid received in 2024, this would be December 31, 2027) and expended by December 31 the fourth year after the aid was received.

Is SAHA funding from appropriations ongoing?

The following table reflects amounts appropriated to SAHA through the fiscal year ending in 2027. The appropriations are set at a base level with one-time increases in the first two years.

SAHA Appropriations	Fiscal Year Ending 6/30/24	FYE 6/30/2025	FYE 6/30/2026	FYE 2027 and each year after
To the 87 counties in Minnesota	$ 13,050,000	$ 13,050,000	$ 5,550,000	$ 5,550,000

SAHA Appropriations	Fiscal Year Ending 6/30/24	FYE 6/30/2025	FYE 6/30/2026	FYE 2027 and each year after
To the 37 cities in Greater Minnesota	$ 4,500,000	$ 4,500,000	$ 2,000,000	$ 2,000,000
To the 7 eligible Tribal Nations	$ 2,700,000	$ 2,700,000	$ 1,200,000	$ 1,200,000
To Minnesota Housing for the Tier II Cities Grants program	$ 2,250,000	$ 2,250,000	$ 1,250,000	$ 1,250,000
TOTAL	$ 22,500,000	$ 22,500,000	$ 10,000,000	$ 10,000,000

How were the funding allocations determined?

Revenue determined allocations based on distribution formulas.

For counties and cities, these formulas consider cost-burdened households and total population. For Tribal Nations, funds are distributed to Tribes that apply by the deadline.

Will Tier II cities receive a disbursement of SAHA?

Tier II cities will not receive a direct disbursement of SAHA.

However, the Legislature appropriated $4.5 million for Tier II cities. Funds will be available as grants in the competitive process for a range of rental, homeownership and housing stability activities with a minimum award size of $25,000.

Minnesota Housing will be preparing a program guide, a list of eligible Tier II cities and a request for proposals (RFP) in 2024.

Qualifying Projects and Expenses

What portion of the housing aid funds can be used for staffing costs and administrative costs?

Administrative costs and staffing costs are not listed as an eligible project. Therefore, the funds are not able to be used for these costs.

If funds are used for Emergency Rental Assistance (ERA), what portion can be used for navigation, services and administration related to ERA provision and programs?

Navigation and services related to providing ERA are eligible aid expenses. However, there is no allowance for administrative costs using housing aids. .

If aid funds are used for demolition or removal of existing structures, does affordable housing need to be constructed on the site?

Yes. The expense must be tied to affordable housing for eligible households. Demolition or clearing of land alone, including for speculative or future development of eligible housing, is not an eligible project.

Can funds be used for planning activities (soft costs) for new construction and preservation affordable housing projects?

Soft costs are only eligible as part of a qualifying project. General or speculative planning activities unrelated to a qualifying project are not an allowed use of funds.

Can funds be used for downpayment assistance for homebuyers?

Qualifying projects include homeownership projects for income-eligible households.

Downpayment assistance may be provided as permanent financing or gap financing, depending on program requirements established by the aid recipient.

Can the housing aid funds immediately be deposited into a Local Housing Trust Fund?

Funds can be held in a local housing trust fund while recipients determine if a project qualifies.

Funds must be spent on a qualifying project by the deadline in statute. Funds remaining in a local housing trust fund past the deadline will only be considered "spent" on a qualifying project if the aid recipient demonstrates that it could not spend funds by the deadline due to factors outside their control.

Can funds be transferred to a county or regional Housing and Redevelopment Authority (HRA) if they are spent on qualifying projects?

Yes. Funds can be transferred to a county or regional HRA if they are spent on qualifying projects.

The original aid recipient is still responsible for all requirements related to the funds, including reporting.

Can funds be used for developing new infrastructure, such as utilities and roads, or upgrading existing infrastructure if the infrastructure serves affordable housing?

Potentially. The infrastructure would need to be part of a qualifying project. All requirements related to project type, income affordability and other accessible requirements would also need to be met. Speculative site and infrastructure development would not be eligible.

Infrastructure development or improvement for sites that include development uses not allowed under this aid program would not be eligible.

What are some examples of expenditures ineligible for housing aid?

Housing aid should be used for projects that create and preserve affordable housing or stabilize the housing of low-income people. This does not include:

- Conducting a housing or zoning study
- Costs to create a Housing Improvement Area
- Staff and services related to general housing quality and licensure, such as code enforcement
- Staff and administrative costs for operation of an HRA or county or city housing department
- Commercial, industrial or public space development projects
- Projects located outside of Minnesota

Housing aid received by Greater Minnesota counties, cities and Tribes in 2023 cannot be used for emergency shelter. However, for aid received in 2024 and after, shelter is an eligible project type.

If funds are used to support a nonprofit organization, do they need to be tracked to qualifying projects?

Housing aid can be used to provide financial support to a nonprofit affordable housing provider in their mission to provide safe, dignified, affordable and supportive housing.

If aid is used in this manner, providing support to the eligible nonprofit is the qualifying project. The aid recipient should document that the funds were used to support the organization's mission.

Can a county or city use other state or federal funding as part of a development financing package that includes housing aid funds?

Yes. State and federal funding can be used as a part of the project's development financing package.

If the funds are held in a Local Housing Trust Fund, can they be used as a match in Minnesota Housing's Local Housing Trust Funds Matching Grants program?

No. Housing aid cannot be used as matching funds in the Local Housing Trust Fund Grants program. Only new public revenue, defined as local income committed to the Local Housing Trust Fund on or after June 29, 2021, can be used as matching funds.

Can a county use its funds within cities that have also received housing aid?

Yes. Counties can spend the funds on qualifying projects anywhere in the county, including cities that directly receive aid. Regional collaboration is encouraged to maximize the aid's impact.

A county receiving aid should consult with the cities where projects are planned (see subd. 7).

Can aid funds be used to reimburse prior expenditures on eligible projects?

No. An aid recipient may not use aid money to reimburse itself for prior expenditures.

Will the aid funds trigger other state funding requirements, such as prevailing wage?

For questions on labor and wage requirements, contact the Department of Labor and Industry.

For questions on the use of sales tax proceeds, contact the Department of Revenue.

Board of Commissioners

Request for Board Action

Item Number: DC-5578 **Agenda #:** 8.3 **Meeting Date:** 8/4/2026

DEPARTMENT: Office Of Risk Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Minnesota Department Of Public Safety For 2025 Urban Area Security Initiative Homeland Security Grant And Amend 2026 Office Of Risk And Emergency Management Budget

RESOLUTION

WHEREAS, by Resolution No. 26-172 (April 21, 2026), the Dakota County Board of Commissioners authorized applying for the 2025 Urban Area Security Initiative Homeland Security Grant; and

WHEREAS, Dakota County has been approved for an allocation of $743,045 in grant funding; and

WHEREAS, with approval from the Dakota County Board of Commissioners, Dakota County will accept the 2025 Urban Area Security Initiative Homeland Security Grant through the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) as received by the Federal Emergency Management Agency (FEMA); and

WHEREAS, the grant period is January 1, 2026, through December 31, 2027; and

WHEREAS, funding from the federal government under the homeland security grant program will enhance preparedness activities related to natural disasters and terrorism; and

WHEREAS, the goal of the preparedness efforts is to improve countywide disaster and emergency response capabilities.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager or delegate to execute a contract with Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency, for the Urban Area Security Initiative Homeland Security Grant in the amount of $743,045 for the period January 1, 2026, through December 31, 2027, subject to approval of the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Risk and Emergency Management Budget is hereby amended as follows:

Expense

2025 UASI Homeland Security Grant: ($1,955)

Total Expense: ($1,955)

Revenue
2025 UASI Homeland Security Grant: ($1,955)
Total Revenue: ($1,955)

BACKGROUND
The spending plan for this grant includes planning, training, exercises, and equipment identified by Dakota County Emergency Management in collaboration with internal and external stakeholders to proactively prepare for, mitigate, respond to, and recover from hazards and disasters to build a more resilient community.

Projects supported by this grant include equipment and training to support the Dakota County Special Operations Team (SOT) and other first responder agencies, planning and training to support County Continuity of Operations (COOP), Cybersecurity initiatives, supporting information and intelligence collaboration between the Sheriff's Office and Minnesota Fusion Center, and other planning and support for various preparedness initiatives.

There are no costs involved for the County for acceptance of this grant. There is no local requirement for cost match.

RECOMMENDATION
Staff recommends the Board authorize the acceptance of the Dakota County allocation of the 2025 Urban Area Security Initiative through FEMA and Minnesota Department of Public Safety, Division of HSEM.

FINANCIAL AND STAFFING IMPACTS
The 2026 Adopted Risk and Emergency Management budget included $745,000 in estimated revenue and expenditures for this grant. A budget amendment of ($1,955) is being requested to decrease this budget to the final grant amount of $743,045 for the grant period January 1, 2026, through December 30, 2027. The expenses are allocated between Capital Equipment Program in the amount of $546,355 and the operations budget in the amount of $196,690. There is a $0 net County cost because of this action. All remaining funds, at the end of 2026, will be carried over to the 2027 Risk and Emergency Management budget.

	2026 Adopted Budget	Recommended 2026 Amended Budget
UASI Program/Services	$745,000	$196,690
UASI Capital Equipment	$0	$546,355
Total	**$745,000**	**$743,045**

PREVIOUS BOARD ACTION
26-172; 04/21/26

ATTACHMENTS
Attachment: Grant Contract Agreement

CONTACT
Department Director: Jenny Groskopf

Author: Tom Olmsted

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management 3925 Pheasant Ridge Dr. NE Blaine, MN 55449-4528	**Grant Program:** 2025 (UASI) Urban Area Security Initiative **Grant Contract Agreement No.:** A-UASI-2025-DAKOTACO-004
Grantee: Dakota County 1590 Hwy 55 Hastings, MN 55033-2343	**Grant Contract Agreement Term:** **Effective Date:** 01/01/2026 **Expiration Date:** 12/31/2027
Grantee's Authorized Representative: Dakota County Emergency Management Attn: Jenny Groskopf 1590 Hwy 55 Hastings, MN 55033-2343 Phone: 651-438-4532 E-mail: jenny.groskopf@co.dakota.mn.us	**Grant Contract Agreement Amount:** Original Agreement $743,044.93 Matching Requirement $ 0.00
State's Authorized Representative: Homeland Security and Emergency Management Attn: Brittany Wilber 3925 Pheasant Ridge Dr. NE Blaine, MN 55449-4528 Phone: 651-201-7451 E-mail: brittany.wilber@state.mn.us	**Federal Funding:** CFDA/ALN: 97.067 **FAIN:** EMW-2025-SS-05082 **State Funding**: None **Special Conditions:** None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2025 (UASI) Urban Area Security Initiative Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 3925 Pheasant Ridge Dr. NE, Blaine, MN 55449-4528. The Grantee shall also comply with all requirements referenced in the 2025 (UASI) Urban Area Security Initiative Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the

matching requirement will be met by the Grantee.

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No.: A-UASI-2025-DAKOTACO-004 / PO# 3000111790

Project No.: N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary (Report)

UASI-2025-IJ#02: Cybersecurity	
Budget Category	**Awarded**
Equipment	
Cybersecurity Equipment	$30,000.00
Total	$30,000.00
Training	
Cybersecurity Training	$5,000.00
Total	$5,000.00
Planning	
Cybersecurity Planning	$35,000.00
Total	$35,000.00
Exercises	
Cybersecurity Exercises	$2,544.93
Total	$2,544.93
Total	$72,544.93
UASI-2025-IJ#04: Election Security	
Budget Category	**Awarded**
Equipment	
Election Security Equipment	$5,000.00
Total	$5,000.00
Training	
Election Security Training	$5,000.00
Total	$5,000.00
Planning	
Election Security Planning	$5,000.00
Total	$5,000.00
Exercises	
Election Security Exercises	$5,000.00
Total	$5,000.00
Total	$20,000.00
UASI-2025-IJ#06: Planning	

Budget Summary (Report)

Budget Category	Awarded
Planning	
Planning Costs	$15,500.00
Total	$15,500.00
Total	$15,500.00
UASI-2025-IJ#07: Training and Awareness	
Budget Category	**Awarded**
Training	
Training & Awareness	$50,000.00
Total	$50,000.00
Total	$50,000.00
UASI-2025-IJ#08: Equipment and Capital Projects	
Budget Category	**Awarded**
Equipment	
Equipment & Capital Projects	$540,000.00
Total	$540,000.00
Total	$540,000.00
UASI-2025-IJ#09: Exercises	
Budget Category	**Awarded**
Exercises	
Exercises	$20,000.00
Total	$20,000.00
Total	$20,000.00
UASI-2025-IJ#03: Task Forces and Fusion Centers	
Budget Category	**Awarded**
Organization	
Fusion Center Staffing	$25,000.00
Total	$25,000.00
Total	$25,000.00

Budget Summary (Report)

Total	$743,044.93
Allocation	$743,044.93
Balance	$0.00

Board of Commissioners

Request for Board Action

Item Number: DC-5805 **Agenda #:** 8.4 **Meeting Date:** 8/4/2026

DEPARTMENT: Information Technology

FILE TYPE: Consent Information

TITLE

Authorization To Execute Joint Powers Agreement With State Of Minnesota For Fiber Optic Infrastructure And Network Connectivity

RESOLUTION

WHEREAS, State of Minnesota desires the use of Dakota County 12-strand buffer tube (a protective tube inside a fiber optic cable that contains multiple fiber strands) where fiber availability allows; and

WHEREAS, Dakota County grants a license to the State of Minnesota for the use of 12 strands in all Dakota County owned fiber segments with a fiber capacity of at least 288 strands; and

WHEREAS, State of Minnesota will provide Dakota County a minimum of 10GB of State internet and intranet connectivity bandwidth in exchange of Dakota County owned fiber; and

WHEREAS, Dakota County will also provide rack space and power for State equipment at the Hastings Administration Center, Northern Service Center, and Western Service Center; and

WHEREAS, State of Minnesota agrees to waive all fees for internet and intranet connectivity in the amount of $69,753 annually; and

WHEREAS, Dakota County agrees to waive all fees to State of Minnesota fiber usage in the amount of in the amount of $31,900 annually; and

WHEREAS, this will terminate nine existing joint powers agreements and replace them with the new agreement; and

WHEREAS, the initial term of this agreement is 20 years; and

WHEREAS, a joint powers agreement with State of Minnesota is required for use of County fiber optic cable.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a joint powers agreement with State of Minnesota, subject to approval by the County Attorney's Office as to form.

BACKGROUND

For almost two decades, Dakota County and the State of Minnesota have been partnering and

cooperating with each other to provide fiber connectivity. Dakota County has several joint powers agreements with the State of Minnesota to access each other's fiber infrastructure.

Many of these JPAs included cities to provide laterals (a fiber connection from the backbone to a specific building) to the city of Eagan, ISD 196 School District, Lakeville, Farmington, and Rosemount. There are nine previous agreements with Dakota County and other cities that will be terminated upon execution of this new agreement. All nine terminating agreements will be replaced with this new agreement.

RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute a joint powers agreement for use of fiber in exchange of internet and intranet connectivity to all Dakota libraries and offices.

FINANCIAL AND STAFFING IMPACTS

Previously, there was an exchange of funds between the State of Minnesota and Dakota County, with this new agreement there will be no funds exchanged between the parties.

The State of Minnesota has agreed to waive fees related to internet and intranet to all the Dakota County libraries and offices in the amount $69,753 annually.

Dakota County has agreed to waive all fees for fiber usage by State of Minnesota in the amount of $31,900 annually.

PREVIOUS BOARD ACTION

12-627; 12/11/12
07-076; 2/6/07
10-416; 8/24/10
07-515; 11/6/07
07-075; 2/6/07
07-515; 11/6/07
05-165; 4/5/05
08-433; 10/7/08
11-461; 10/4/11

ATTACHMENTS

Attachment: MNIT JPA

CONTACT

Department Director: Tony Gomes
Author: Hamza Akram

State of Minnesota

Joint Powers Agreement

SWIFT Contract Number:_____

This Agreement is between the State of Minnesota, acting through the Minnesota Department of Information Technology Services ("State") and Dakota County ("Dakota County"). State and Dakota County will be referred to in this Agreement as the "Parties" collectively. The Parties are governmental units in the State of Minnesota.

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The Parties have engaged in Joint Powers Agreements for over 20 years to maintain the Parties dual interest in dark fiber in Dakota County. Parties wish to continue this arrangement and partner in the use of dark fiber to provide networking connectivity within Dakota County. The Parties further wish to terminate their existing joint powers agreements relating to the use of dark fiber owned by Dakota County and replace the existing agreements with this Agreement. The Parties wish to memorialize this arrangement as follows:

Agreement

1. **Term of Agreement; Termination of Prior Agreements**

1.1 Effective Date: July 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: June 30, 2046, unless earlier terminated as provided in this Agreement.

1.3 Upon execution of this Agreement by both Parties, the Parties' prior agreements relating to the use of dark fiber owned by Dakota County shall be terminated as between the Parties, without regard to any notice provision contained in those agreements. It is the Parties' intent that this Agreement replace all prior agreements between the State and Dakota County for the use of County-owned dark fiber. Such terminations, as between the State and Dakota County, shall not affect the rights and obligations the Parties may have relating to third parties, if any, under the prior agreements.

2. **Agreement between the Parties**

2.1 License for Use of Dakota County Fiber.

2.1.1 In consideration of the promises by Parties in this Agreement, Dakota County grants a license to the State for the use of 12 strands in all Dakota County-owned fiber segments with a fiber capacity of at least 288 strands. For any Dakota County-owned fiber segment with a capacity of 287 or fewer strands, Dakota County grants the State a license for the use of a number of strands to be determined in Dakota County's reasonable discretion. Collectively, the fiber strands licensed to the State under this Agreement are referred to as the "Licensed Fiber Strands."

2.1.2 The Licensed Fiber Strand locations existing at the time of execution of this Agreement are generally depicted on Exhibit A. For the avoidance of doubt, however, the Licensed Fiber Strands include both existing and future fiber segments that may be installed by Dakota County during the term of this Agreement. The identification and location of the specific strands licensed to the State under this Agreement shall be maintained by the Dakota County Information Technology Department.

2.1.3 During the term of this Agreement, the State may, from time to time, request that Dakota County provide additional fiber strands in one or more Dakota County-owned fiber segments.

2.1.4 Dakota County will not impose a fee for the State's use of the Licensed Fiber Strands during the term of this Agreement.

2.1.5 The State shall be entitled to use the Licensed Fiber Strands for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement.

2.1.6 The Licensed Fiber Strands are provided to the State "as is." If any new equipment, facilities or fiber splices are needed to interconnect the Licensed Fiber Strands to the State's network, the State shall be responsible for coordinating this work with Dakota County and shall pay all costs and fees associated with connecting the Licensed Fiber Strands to other fibers not owned by Dakota County. The State will retain ownership of all State-built laterals and other equipment and facilities installed by the State to connect to the Licensed Fiber Strands.

2.1.7 Dakota County shall be responsible for maintenance, repairs and locates relating to Dakota County-owned fiber segments at no cost to the State. Maintenance and repairs shall be completed according to a schedule reasonably determined by the County.

2.1.8 Dakota County shall provide rack space and power reasonably necessary for State equipment at the following locations:

(a) Hastings Administration Center, 1590 Highway 55, Hastings, MN 55033
(b) Northern Service Center, 1 Mendota Road W., West St. Paul, MN 55118
(c) Western Service Center, 14955 Galaxie Ave., Apple Valley, MN 55124

2.2 State Provision of Internet Connectivity.

2.2.1 In consideration of the promises by Parties in this Agreement, the State shall provide a minimum of 10 GB of State intranet and internet connectivity bandwidth to Dakota County and Dakota County Libraries with the option to connect at two different Intranet and Internet peering points in Dakota County.

2.2.2 During the term of this Agreement, Dakota County may, from time to time, request that the State provide additional Intranet and Internet bandwith (i.e., greater than 10GB) to one or more of the different Intranet and Internet peering points in Dakota County.

2.2.3 The State will not impose a fee for the provision of Intranet and internet connectivity to Dakota County during the term of this Agreement.

2.2.4 The State shall be responsible for intranet and internet connectivity maintenance at no cost to Dakota County. Maintenance and repairs shall be completed according to a schedule reasonably determined by the State.

2.2.5 Retain ownership of all State built laterals that connect to the Dakota County infrastructure. State is responsible for any and all fees associated with the lateral splicing, maintenance, and repairs required to connect the strands allocated to the State.

2.3 Cooperation.

2.3.1 The Parties will collaborate as necessary while troubleshooting outages and other network incidents and will coordinate maintenance and repair work as needed.

2.3.2 The Parties will confer as necessary and when reasonably requested by a Party to review the Parties' respective obligations under this Agreement.

3. Payment

3.1 There will be no funds exchanged between the Parties. The consideration for this agreement is the mutual benefit shared between the Parties as outlined in clause 2 above.

4. Authorized Representatives

The State's Authorized Representative is Adam Van Syke, 600 Robert St. N, St. Paul, MN 55146, 651-201-1233, or his/her successor.

The Dakota County's Authorized Representative is Tony Gomes, Director of IT, or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. Neither Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If either Party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and Dakota County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Indemnification.**

6.1 Each Party to this Agreement shall be liable for its own acts or omissions and those of its own employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its agents or employees.

6.2 It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the municipal Tort Claims Act, Minn. Stat. Ch. 466, the Minnesota Tort Claims Act, Minn. Stat. §3.736, as applicable, and other applicable laws. Each Party warrants that it is able to comply with the aforementioned liability and insurance requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466 or Minn. Stat. §3.736, as applicable.

6.3 This agreement shall not be construed as and does not constitute a waiver by any Party of any conditions, exclusions or limitations on the Party's liability provided by Minnesota Statutes, Chapter 466, Minnesota Statutes § 3.736 or other applicable law. This clause will not be construed to bar any legal remedies that each party may have for another's failure to fulfill its obligations under this Agreement.

7. **State Audits.**

7.1 To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement.

7.2 Under Minn. Stat. § 16C.05, subd. 5, the Dakota County books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. **Government Data Practices.**

The Dakota County and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Dakota County under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Dakota County or the State.

If the Dakota County receives a request to release State data pursuant to this clause, Dakota County must promptly notify and consult with the State's Authorized Representative as to the release of any State data. The Dakota County's response to the request shall comply with applicable law.

9. **Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction.

10. **Termination**

10.1 Termination. The State or Dakota County may terminate this agreement at any time, with or without cause, upon 365 days' written notice to the other Party.

10.2 Termination for Insufficient Funding.

10.2.1 The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to Dakota County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Dakota County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide Dakota County notice of the lack of funding within a reasonable time of the State's receiving that notice.

10.2.2 Dakota County may immediately terminate this Agreement in the event the County determines that it does not have sufficient funding to maintain ownership or operation of all or any portion of the Dakota County-owned fiber segments. In the event Dakota County terminates its ownership of only a portion of the County-owned fiber segments, the County may terminate this Agreement only as to the segments no longer owned by the County and the Parties shall confer to determine whether amendments to this Agreement are necessary in connection with the remaining fiber segments. Dakota County is not subject to any penalty or damages for termination due to lack of funding. Dakota County shall provide the State with notice of the lack of funding in writing within a reasonable time after such determination of lack of available funding.

11. **No Joint Venture**. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the State or Dakota County as the employee of the other entity for any purpose or in any manner whatsoever.

12. **Notices**. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.

13 **Survival**. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

1. State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Dakota County

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: _____

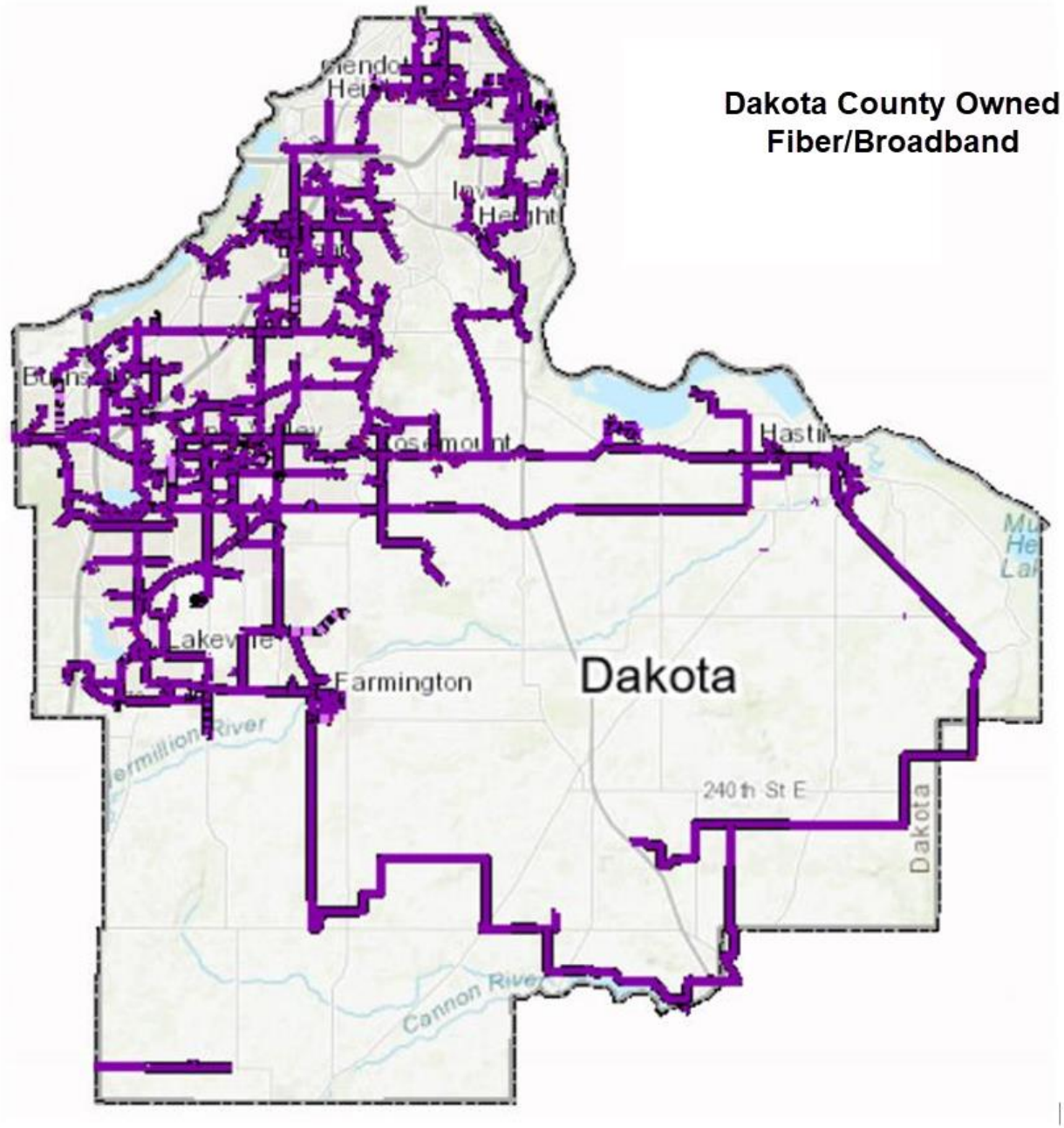
Signature: _____

Title: _____ Date: _____

Admin ID: _____

EXHIBIT A

Dakota County Owned Fiber/Broadband



Board of Commissioners

Request for Board Action

Item Number: DC-5806 **Agenda #:** 8.5 **Meeting Date:** 8/4/2026

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE
Authorization To Execute Amended And Restated Broadband Network Agreement With Dakota Electric Association

RESOLUTION
WHEREAS, Dakota County and Dakota Electric Association previously entered into a Broadband Network Agreement in 2017; and

WHEREAS, Dakota County and Dakota Electric Association would like to amend and restate the agreement; and

WHEREAS, Dakota Electric Association desires the use of a total of 36 Dakota County fiber segments in 2026; and

WHEREAS, Dakota Electric Association desires the use of a total of 39 Dakota County fiber segments in 2027; and

WHEREAS, in 2026, Dakota Electric Association will pay Dakota County for 263.35 miles of fiber at a rate of $65 per pair per mile for a total of $17,053 per month; and

WHEREAS, in 2027, Dakota Electric Association will pay Dakota County for 279.6 miles of fiber at a rate of $65 per pair per mile for a total of $18,174 per month; and

WHEREAS, the initial term of this agreement is ten years, with two separate five-year renewals; and

WHEREAS, the effective date of the agreement is when all parties have signed the agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an amended and restated broadband network agreement with Dakota Electric Association, subject to approval by the County Attorney's Office as to form.

BACKGROUND
Dakota County has access to existing broadband network facilities in various locations within the county.

Dakota County and Dakota Electric Association previously entered into a Broadband Network

Agreement executed on February 14, 2017, under which the County provided a license to Dakota Electric Association for use of certain fiber optic strands within the fiber network. The purpose of the original agreement was to provide high speed, high capacity, and reliable communication for Dakota Electric Association electrical substations and key communication locations in and near Dakota County to support the reliable distribution of electric power to County residences and businesses.

The agreement is being amended to identify the fiber strands currently used by Dakota Electric Association and to update the terms of use for the fiber network.

Exhibit A in the attachment has the information about the annual fee charged by Dakota County. For 2026, segments 1 to 36 will be used and the County will receive annual revenue of up to $204,633. In 2027, segments 37, 38, and 39 will be added and it will increase the annual revenue to $218,088.

RECOMMENDATION
Staff recommends the County Board authorize the Deputy County Manager to execute an amended and restated broadband network agreement with Dakota Electric Association.

FINANCIAL AND STAFFING IMPACTS
Dakota Electric Association has agreed to lease 36 segments in 2026 at a distance of 262.35 miles at a rate of $65 per pair per mile for a total of $17,053 per month.

Dakota Electric Association has agreed to lease 39 segments in 2027 at a distance of 279.6 miles at a rate of $65 per pair per mile for a total of $18,174 per month. The annual amount will be recorded as revenue in the General Fund.

The effective date of agreement is when all parties have signed the agreement. Staff will prorate at the rate of $65/mile/pair/month.

PREVIOUS BOARD ACTION
17-037; 1/24/17

ATTACHMENTS
Attachment: DEA Amended and Restated Fiber Agreement 2026

CONTACT
Department Director: Tony Gomes
Author: Hamza Akram

AMENDED AND RESTATED
BROADBAND NETWORK AGREEMENT
FOR DEVELOPMENT AND USE OF BROADBAND NETWORK
BETWEEN DAKOTA COUNTY AND DAKOTA ELECTRIC ASSOCIATION

This Amended and Restated Agreement for the use of certain fiber optic strands within a fiber optic broadband network owned or operated by the County (the "Restated Agreement" or "Agreement") is entered into by and between the County of Dakota ("Dakota County" or "County"), 1590 Highway 55, Hastings, Minnesota 55033, and the Dakota Electric Association ("DEA"), 4300 - 220th Street W, Farmington, Minnesota 55024, individually referred to herein as a "Party" and collectively referred herein to as the "Parties."

1. General Purpose and Background

1.1 Dakota County has access to existing broadband network facilities in various locations within the County. These facilities include fiber optic strands owned by the County or licensed to the County by other municipalities, which licenses permit the County to use the municipal fiber strands for any lawful purpose (the "Fiber Network").

1.2 The Parties previously entered into a Broadband Network Agreement executed on February 10 and 14, 2017 (the "Original Agreement") under which the County provided a license to DEA for use of certain fiber optic strands within the Fiber Network, as identified in the Original Agreement.

1.3 The purpose of the Original Agreement was to provide high speed, high capacity and reliable communication for DEA electrical substations and key communication locations in and near Dakota County in order to support the reliable distribution of electric power to County residences and businesses.

1.4 Since the Original Agreement was executed, the Parties have completed the anticipated connections to the Fiber Network and the Parties therefore desire to terminate and replace the Original Agreement with this Restated Agreement in order to identify the fiber strands currently used by DEA and to update the terms of use for the Fiber Network.

2. Restated Agreement Effective Date and Term; Termination of Original Agreement.

2.1 This Restated Agreement is effective on the date it is executed by all Parties (the "Restated Agreement Effective Date'').

2.2 This Restated Agreement has an initial term of ten (10) years, with two separate five-year renewals. Each renewal term shall be effective unless a Party affirmatively decides to not renew and provides written notice to the other party at least 90 days prior to expiration of the initial or first extension term, or unless this Agreement is otherwise terminated at any other point by agreement of the Parties in writing or pursuant to the terms of this Restated Agreement.

2.3 Pursuant to section 16.2 of the Original Agreement, the Parties agree that the Original Agreement shall terminate as of the Restated Agreement Effective Date.

3. License for Use of Fiber Network Strands

3.1 In consideration of the mutual promises by the County and DEA in this Agreement, the County grants a license to DEA for the use of two fiber strands within the Fiber Network segments

identified in Exhibit A (the "Licensed Fibers"). DEA shall be entitled to use the Licensed Fibers for its own lawful business use subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement.

3.2 DEA shall be charged a monthly fee for the use of the Licensed Fibers of $65 per month for each mile of the Licensed Fibers (the "License Fee"). For the avoidance of doubt, the License Fee is calculated based on the per mile length of the pair of strands licensed to DEA and is not charged for each individual strand. The License Fee shall be payable to the County within thirty (30) days of the close of each calendar quarter (defined as March 31, June 30, September 30, and December 31).

3.3 The License Fee is established by the County Board of Commissioners and is subject to modification during the Term of this Agreement, provided that the License Fee shall not be modified for a minimum of 5 years after the Restated Agreement Effective Date. Thereafter, the License Fee may be modified based on the then-current License Fee established by the County Board. The County shall provide at least 60 days written notice to DEA prior to the effective date of any License Fee modification. DEA may accept the License Fee modification or may elect to terminate this Agreement and DEA's use of the Licensed Fibers at the end of the then-current Term year by providing written notice of termination to the County within 60 days following the date of the County's notice. If DEA does not provide the notice of termination, the License Fee shall be effective and payable as modified for the next quarterly payment.

3.4 The DEA Fibers are provided to DEA "as is." If any new fiber facilities or any fiber splices are needed to interconnect DEA Fibers to DEA's network, DEA shall be responsible for coordinating this work with County and DEA shall pay all costs and fees associated with connecting the DEA Fibers to other fibers not owned by County for DEA network purposes.

3.5 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of the interconnection points and DEA Fibers identified on Exhibits A and B.

3.6 DEA may not assign or transfer any rights or obligations under this Agreement, including but not limited to the license provided under this Agreement, without the prior consent of the County. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office.

3.7 DEA agrees that it will not provide access to or otherwise permit the use of the Licensed Strands by any third party, not otherwise approved by the County. Notwithstanding the foregoing, DEA may permit Great River Energy to use the Licensed Strands for its normal business operations. DEA may not permit any other party to use the Licensed Strands without the express approval of the County as incorporated into this Agreement by written amendment.

3.8 The County's obligation to provide DEA with access to and use of the licensed DEA Fibers identified on Exhibit A is subject to the County's right to use and license those portions of the Fiber Network owned and controlled by other municipalities. Notwithstanding anything to the contrary in this Agreement, if the County's right to use and license the DEA Fibers to DEA is

terminated at any time, the County may immediately terminate this Agreement upon written notice to DEA, either in whole or as applicable to any DEA Fiber segments that the County may no longer license to DEA.

3.9 This Agreement does not grant DEA any property interest, or estate in, or lien upon County's property, the Licensed Fibers, or any components thereof, or any intellectual property, except for use of the Licensed Fibers during the term of this Agreement. All liens, claims, and charges of DEA shall not attach to any interest of the County or in any property owned by the County.

4. Exhibits

The following Exhibits are incorporated into this Agreement by reference:

Exhibit A —A listing of the segments where a pair or pairs of fiber have been reserved on the Fiber Network for use by DEA. The length of the reserved fiber is documented within this Exhibit and is used for calculating the amount of payments to be made by DEA to the County for use of the fiber.

Exhibit B — A listing of the minimum insurance requirements which DEA shall maintain while this Agreement is in force.

Exhibit C — Operational Procedures and contact information to be used to help in the administration of this Agreement.

5. Maintenance, Repair, Relocation

5.1 The County shall maintain the Licensed Fibers or contract with a third party for maintenance, breaks and fixes. The County agrees to be responsible for 100% costs in maintenance, breaks, and fixes in the Licensed Fibers described on Exhibit A.

5.2 Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by a third party under contract with the County to perform maintenance or as agreed by the Parties.

5.3 The County will be responsible for any required relocation of Licensed Fibers.

5.4 DEA will provide emergency access to DEA's facilities as required for the County and/or its agents as necessary to address fiber outages in connection with the Licensed Fibers. DEA may require the County and/or its agents to be accompanied and/or supervised by DEA during any such activities.

6. Assignment, Amendments, Waiver, and Contract Complete

6.1. Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and an assignment agreement executed and approved by all Parties who executed and approved this Agreement, or their successors in interest.

6.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by all Parties who executed and approved this Agreement, or their successors in interest.

6.3. Waiver. If any Party fails to enforce any provision of this Agreement, that failure does not waive such provision or its right to enforce such provision.

6.4. Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding, whether written or oral, is binding on any Party.

7. Liability, Insurance, Indemnification, and Limitation of Liability

7.1. Liability. Each Party to this Agreement shall be liable for the acts of its agents, volunteers, officers and employees and the results thereof to the extent authorized by law; however, a Party shall not be responsible for the acts of any other Party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the County's acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the County may be entitled under Minnesota Statutes Chapter 466 or any other applicable laws governing the County's liability.

7.2. Insurance. DEA and the County each warrant that it has and will maintain insurance or self-insurance as described in Exhibit C to this Agreement. The County further warrants that it has and will maintain insurance coverage or a self-insurance program that, at a minimum, meets the liability limits contained in Minn. Stat. Ch. 466. The County warrants that it is able to comply with the aforementioned liability and insurance requirements through an insurance or self-insurance program.

7.3. Indemnification. Notwithstanding anything to the contrary stated elsewhere in this Agreement, each Party shall be liable for its own acts to the extent provided by law and, unless the liability for damage or loss is caused by the negligence or intentional act or omission of the other Party, each Party hereby agrees to indemnify, hold harmless and defend the other Party, its officers and employees against any and all liability, loss, costs, damages excluding consequential damages, expenses, claim or actions, including attorney's fees, which the other Party, its officers and employees may sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, or employees, in the execution or performance of its obligations pursuant to this Agreement.

7.4. Limitation of Liability. In no event shall either Party be liable to the other Party under this Agreement for any indirect, special, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, arising from either Party's obligations under this Agreement.

8. State Audits

Each Party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State of Minnesota and/or the State of Minnesota Auditor or Legislative Auditor, as consistent with applicable Minnesota law.

9. Government Data Practices

The Parties agree and recognize this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended and all associated rules. The Parties agree to comply with the Minnesota Government Data Practices Act to the extent applicable to the data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either Party under this Agreement.

10. Termination

10.1. Termination Without Cause. Should DEA decide it no longer requires use of the Licensed Fibers during the term of this Agreement, it may terminate the agreement by providing sixty (60) days' notice informing the County in writing of its intent to terminate this Agreement.

10.2. Termination by Agreement of the Parties. This Agreement may be terminated at any time by mutual agreement of both of the Parties.

10.3. Termination for Inadequate Service. If the service level, usability, or quality of the County Network does not meet DEA's satisfaction, in DEA's sole discretion, DEA may terminate this Agreement upon (30) days' written notice to the County. DEA shall immediately notify the County of the usability or quality issues that may result in termination of this Agreement. If the County cures the deficiency to the satisfaction of DEA within 30 days of notice of termination, the Agreement shall not terminate until the expiration of its term.

10.4. Termination With Cause. If either Party breaches its obligations under this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after the non-breaching Party gives notice of a breach to the other Party if the other Party has not cured its breach within such thirty (30) day period.

10.5. Ownership of Property After Termination. At the end of the term of this Agreement or upon the termination of this Agreement, the Parties will continue to own all sections of fiber optic cable and equipment that they then own.

11. Notices

11.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to DEA:	If to County:
	David McKnight Deputy County Manager 1560 Highway 55 Hastings, MN 55033 david.mcknight@co.dakota.mn.us

11.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

12. Miscellaneous Provisions

12.1. The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

12.2. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

12.3. The performance by County and DEA of all duties and obligations under this Agreement shall be as independent local government unit and independent commercial operator and not as agents of the other Party, and no person employed or utilized by a Party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of, DEA and the County.

12.4. This Agreement may be amended only by a written instrument executed by all Parties.

12.5. No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

12.6. Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or section of this Agreement be found unlawful, representatives of the Parties shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or section of this Agreement.

12.7. Both Parties shall cooperate with each other and provide reasonable access to areas where the other Party needs to gain access to fulfil its duties/obligations consistent with this Agreement. Advance notice will be given and mutually convenient arrangements for such access shall be made, and all relevant safety and security policies and procedures of the Party to whose property access is being granted shall be followed by such Party, or such Party's employees or agents, being granted access.

12.8. The Parties shall abide by all federal, state and local laws, statutes, ordinances, rules and regulations (collectively "laws and regulations") now in effect or hereinafter adopted pertaining to this Agreement and to the facilities, programs and staff for which each Party is responsible. If any Party becomes aware of any laws or regulations applicable to this Agreement that Party shall notify the other Party.

12.9. This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

Signature page follows.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by its duly authorized officers.

DAKOTA ELECTRIC ASSOCIATION

By: _____

Name:_____

Title:_____

Date: _____

DAKOTA COUNTY

By: _____
David McKnight
Deputy County Manager

Date: _____

Approved as to Form

_____
Assistant County Attorney Date
File No. KS-25-252

EXHIBIT A

ANNUAL USE FEE CHARGED BY DAKOTA COUNTY FIBER SEGMENTS

		Monthly	2026 Yearly	2027 yearly
Seg # 1 Lakeville Sub to Nininger Sub	15.9 miles	$1,033.50	$12,402.00	
Seg # 2 Lakeville Sub to Lebanon Hills Sub	9.17 miles	$596.05	$7,152.60	
Seg # 3 Lebanon Hills Sub Eagan Sub	1.95 miles	$126.75	$1,521.00	
Seg # 4 Nininger to Hastings Sub	6.53 miles	$424.45	$5,093.40	
Seg # 5 Hastings Sub to Miesville Sub	15.3 miles	$994.50	$11,934.00	
Seg # 6 Miesville Sub to Byllesby Sub	10.3 miles	$669.50	$8,034.00	
Seg # 7 Vermillion River Sub to DEA HQ	1.75 miles	$113.75	$1,365.00	
Seg # 8 Yankee Doodle Sub to LeMay Lake Sub	1.25 miles	$81.25	$975.00	
Seg # 9 Pilot Knob to SES Tower	3.0 miles	$195.00	$2,340.00	
Seg # 10 Fisher Sub to SES Tower	5.14 miles	$334.10	$4,009.20	
Seg # 11 Apple Valley Sub to Fisher Sub	2.17 miles	$141.05	$1,692.60	
Seg # 12 LeMay Sub to Pilot Knob Sub	3.59 miles	$233.35	$2,800.20	
Seg # 13 Burnscott Sub to Colonial Hills Sub	1.89 miles	$122.85	$1,474.20	
Seg # 14 Colonial Hills Sub to Burnsville Sub	4.32 miles	$280.80	$3,369.60	
Seg # 15 Colonial Hills Sub to River Hills Sub	6.69 miles	$434.85	$5,218.20	
Seg # 16 Miesville Sub to Ravenna Sub	15.1 miles	$981.50	$11,778.00	
Seg # 17 Hastings Sub to Marshan Sub	11.7 miles	$760.50	$9,126.00	
Seg # 18 Miesville Sub to Ravenna Sub	12.9 miles	$838.50	$10,062.00	
Seg # 19 Dakota Heights Sub to Orchard Lake Sub	2.64 miles	$171.60	$2,059.20	
Seg # 20 Burnscott Sub to Orchard Lake Sub	3.42 miles	$222.30	$2,667.60	
Seg # 21 River Hills to Deerwood Sub	4.53 miles	$294.45	$3,533.40	
Seg # 22 Byllesby Sub to Randolph Sub	11.4 miles	$741.00	$8,892.00	
Seg # 23 Randolph Sub to Randolph Tower	5.98 miles	$388.70	$4,664.40	
Seg # 24 Castle Rock Sub to Randolph Tower	5.88 miles	$382.20	$4,586.40	
Seg # 25 DEA Headquarters to Castle Rock Sub	6.27 miles	$407.55	$4,890.60	
Seg # 26 River Hills to Pilot Knob Sub	3.82 miles	$248.30	$2,979.60	
Seg # 27 Future Substation Segment				
Seg # 28 Lakeville Sub to Barnes Grove Sub	13.4 miles	$871.00	$10,452.00	
Seg # 29 Nininger Sub to Barnes Grove Sub	12.3 miles	$799.50	$9,594.00	
Seg # 30 Cedar Sub to Lakeville Sub	10.3 miles	$669.50	$8,034.00	
Seg # 31 LeMay Lake Sub to DataBank North	2.97 miles	$193.05	$2,316.60	
Seg # 32 Yankee Doodle Sub to DataBank South	.86 mile	$55.90	$670.80	
Seg # 33 Lakeville HQ to DataBank North	24 miles	$1,560.00	$18,720.00	
Seg # 34 Farmington HQ to DataBank South	20.7 miles	$1,345.50	$16,146.00	
Seg # 35 Lakeville HQ to Farmington HQ	3.26 miles	$211.90	$2,542.80	
Seg # 36 Cedar Sub to Lakeville Headquarters	1.97 miles	$128.05	$1,536.60	
Seg # 37 Lake Marion Sub to Eidswold Sub	2 miles	$130.00		$1,560.00
Seg # 38 Eidswold Sub to Castle Rock Sub	8.65 miles	$562.25		$6,747.00
Seg # 39 Empire to Randolph Tower	6.6 miles	$429.00		$5,148.00
	279.6 miles	$18,174.00	$204,633.00	$13,455.00

EXHIBIT B

DAKOTA COUNTY AND DEA MINIMUM INSURANCE REQUIREMENTS

The Parties will provide and maintain at all times during the term of this Contract the insurance coverages or a self-insurance program as indicated. The insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the mutual indemnity provisions of the agreement between the Parties.

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.

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. 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. Such policy will have 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).

The liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Party 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.

3. 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 a Party in connection with its performance under this Agreement. 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

4. Evidence of Insurance. Upon request, each Party shall promptly provide the other Party with evidence that the insurance coverage required hereunder is in full force and effect. Such evidence of insurance shall be in the form of a Certificate of Insurance, or in such other form as the other Party may reasonably request and shall contain sufficient information to determine whether there is compliance with these provisions.

5. 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. An insurer with a current A.M. Best Company rating of at least A: VII shall be conclusively deemed to be acceptable.

6. Release and Waiver. Each Party agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of that Party.

EXHIBIT C

OPERATIONAL PROCEDURES

1) Communication and Contact Information for day-to-day operations relating to the Agreement:

Contact	Phone #	Email
Dakota County IT Help Desk	651- 438-4346	helpdesk@co.dakota.mn.us
DEA Dispatch	651-463-6201	outagedispatch@dakotaelectric.com

2) Operational Procedures

   a. Communication of Planned Outages.

      i. For planned outages of the Fiber Network which may affect the operation of the Licensed Fibers or DEA's Network, Dakota County will attempt to contact DEA at least seven (7) days prior to the scheduled interruption of the broadband network.

      ii. Dakota County will email DEA the information concerning the outage and within the email include the segment or segments which will be affected and the reason for the planned outage and expected duration.

   b. Loss of Communication between Dakota Electric Facilities over the DEA Integrated Network.

      i. Upon loss of communication links between DEA facilities which utilize the Fiber Network, DEA will call the Dakota County IT Help Desk and communicate with the County personal the loss of that segment.

      ii. DEA will log a ticket with the County IT help desk and the County will email or call the DEA emergency phone back when the County knows more about the extent of the damage and possible restoration.

      iii. If the County knows about a failure or damage to the Fiber Network which could affect the Licensed Fibers, the County will communicate the known information to the DEA Emergency Phone. The County will attempt to periodically update DEA as to the status of repair for any segment damaged.

   c. Notification of Planned Construction

      i. If the County or DEA has any planned construction on the Parties' respective network facilities which has a reasonable chance of affecting the other Party, they will notify the other Party prior to starting the construction activity.

   d. Requests for Extension or removal of a point of interconnection

      i. DEA may request to add new points of interconnection and reserve additional segments of the Fiber Network. The County may grant or deny such requests in its sole discretion. To initiate new interconnections to the Fiber Network, DEA will call the County IT Help Desk phone number to start a ticket. If a request is approved, the County will assign personnel to work with DEA to design and coordinate the new point of interconnection. No new fiber segments shall be added to the Licensed Fibers without a written amendment to this Agreement.

Board of Commissioners

Request for Board Action

Item Number: DC-5829 **Agenda #:** 8.6 **Meeting Date:** 8/4/2026

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE
Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement Between Dakota County And City Of Rosemount

RESOLUTION
WHEREAS, the City of Rosemount desires to exchange the use of two fibers from Dakota County to connect the Rosemount Police Department at 14041 Biscayne Avenue, Rosemount to Western Service Center at 14955 Galaxie Avenue, Apple Valley; and

WHEREAS, Dakota County desires to exchange the use of two fibers from the City of Rosemount to connect the Criminal Justice Network at Rosemount Police Department at 14041 Biscayne Avenue Rosemount to Western Service Center at 14955 Galaxie Avenue, Apple Valley; and

WHEREAS, segment one owned by Rosemount consists of two dark strands of fiber from the Western Service Center to Rosemount Police Department; and

WHEREAS, segment two owned by Dakota County consists of dark strands of fiber from the Rosemount Police Department to a splice point at Biscayne Avenue and Birch Street; and

WHEREAS, a fiber optic indefeasible right to use agreement (IRU) by and between Dakota County and City of Rosemount is required for fiber optic use; and

WHEREAS, the City of Rosemount will be responsible for maintenance and relocation of any City-owned fiber facilities that are part of segment one and Dakota County will be responsible for maintenance and relocation of any County-owned fiber facilities that are part of segment two; and

WHEREAS, the city and county have agreed to not impose any fees or charges for use, maintenance, or repair cost associated with the IRU.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute an indefeasible right to use agreement by and between Dakota County and City of Rosemount, subject to approval by the County Attorney's Office as to form.

BACKGROUND
Dakota County and the City of Rosemount maintain fiber optic resources. They have previously collaborated and continue to see mutual benefit in jointly cooperating on the use of existing fiber optic

infrastructure.

RECOMMENDATION
Staff recommends the County Board authorize the Deputy County Manager to execute an indefeasible right to use agreement by and between Dakota County and the City of Rosemount.

FINANCIAL AND STAFFING IMPACTS
Dakota County and City of Rosemount have agreed to waive fees related to exchange of fiber strands.

PREVIOUS BOARD ACTION
25-243; 05/20/25
24-431; 08/27/24
10-416; 8/24/10

ATTACHMENTS
Attachment: Dakota County and City of Rosemount IRU

CONTACT
Department Director: Tony Gomes
Author: Hamza Akram

Contract #DCA24105

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT BY AND BETWEEN DAKOTA COUNTY AS GRANTOR AND CITY OF ROSEMOUNT AS GRANTEE

DRAFT

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or "IRU") together with Attachments A and B, (collectively the "Agreement" or the "IRU Agreement") is made by and between, County of Dakota, a Minnesota County government unit, acting by and through its Board of Commissioners ("IRU Grantor" or "County") and City of Rosemount acting through its, City Council ("IRU Grantee" or "City"). The IRU Grantee and IRU Grantor may be referred to herein individually as a "Party" or collectively as the "Parties."

BACKGROUND

A. City desires to exchange the use of two fibers from County to connect Rosemount Police at 14041 Biscayne Avenue, Rosemount, MN to Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN as described in this Agreement; and

B. County desires to exchange the use of two fibers from City to connect Criminal Justice Network at Rosemount Police Department at 14041 Biscayne Avenue, Rosemount, MN to Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN as described in this Agreement; and

C. County agrees to grant to the City the right to use two fibers within certain Fiber Optic Cable segments, and the City agrees to grant the use of two fibers to the County on the terms and conditions set forth below:

DEFINITIONS

The following terms are used in this Agreement:

A. "Right-of-Way" means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
B. "Effective Date" is the date upon which all Parties have executed this Agreement.
C. "Fiber" means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
D. "City IRU Assets" means the City's IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment B.
E. "County IRU Assets" means the County's IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment A.
F. "City IRU Fibers" means the specific City owned Fiber described in Attachment B, for which an IRU is granted to the County pursuant to the terms of this Agreement.
G. "County IRU Fibers" means the specific County owned Fiber described in Attachment A, for which an IRU is granted to the City pursuant to the terms of this Agreement.

DRAFT

H. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County and City facilities.
I. “Fiber Optic Cable” or “Cable” means a collection of fibers with a protective outer covering.
J. “IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the Parties in which the Party has a IRU pursuant to the terms of this Agreement.
K. “Indefeasible Right of Use” or “IRU” means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
L. “Optical Splice Point” means a point where the Parties Cable is connected to another entity’s Cable within a splice enclosure.
M. “Relocation” means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

ARTICLE I
INSTALLATION AND LICENSES

Section 1.1 The City desires an IRU in the County IRU Fibers further described in Attachment A to this Agreement. In consideration of the promises by Parties in this Agreement, the County grants an IRU to the City in two strands of the County IRU Fibers identified in Segment 1 on Attachment A. The City shall be entitled to use the County IRU Fibers for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If the City generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of the County IRU Fibers, 100% of the revenue generated by use of the County IRU Fibers shall be paid to the County.

Section 1.2 Subject to the terms and conditions of this Agreement, County hereby grants to City a license to access and use the IRU Fibers within the IRU Cable as delineated in Attachment A for City use in accord with and during the term of this Agreement.

Section 1.3 The County IRU Fibers are provided to the City “as is.” If any new Fiber Facilities or any fiber splices are needed to interconnect the County IRU Fibers to the City network, the City shall be responsible for coordinating this work with the County and shall pay all costs and fees associated with connecting the County IRU Fibers to other fibers not owned by County for City network purposes.

Section 1.4 The County desires an IRU in the City IRU Fibers further described in Attachment B to this Agreement. In consideration of the mutual promises by the County and City in this Agreement, City grants an IRU to the County in two strands of the City IRU Fibers as identified in Segment 2 on Attachment B. County shall be entitled to use the City IRU Fibers for any lawful

government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If the County generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of City IRU Fibers, 100% of the revenue generated by use of the City IRU Fibers shall be paid to the City.

Section 1.5 Subject to the terms and conditions of this Agreement, the City hereby grants to the County a license to access and use the City IRU Fibers within the City IRU Cable as delineated in Attachment B for County use in accord with and during the terms of this Agreement.

Section 1.6 The City IRU Fibers are provided to the County "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect the City IRU Fibers to the County network, the County shall be responsible for coordinating this work with the City and shall pay all costs and fees associated with connecting the City IRU Fibers to other fibers not owned by the City for County network purposes.

Section 1.7 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in the Attachments.

Section 1.8 No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office. The Parties shall sign all papers and agreements needed to affect such transfer.

ARTICLE II
EFFECTIVE DATE AND TERM

The term of this agreement shall begin on the execution of this Agreement by all Parties and shall remain in full force and effect for the useful life of the infrastructure, unless extended or sooner terminated pursuant to this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 City's use of the County IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

Section 3.2 The County represents and warrants it has the right to grant an IRU in the County IRU Fibers.

Section 3.3 County's use of the City IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

Section 3.4 The City represents and warrants it has the right to grant an IRU in the City IRU Fibers.

ARTICLE IV
LIABILITY

Section 4.1 Neither City nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

Section 4.2 To the extent permitted by law, County assumes, releases and agrees to indemnify, defend, protect and save the City (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of County, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.
To the extent permitted by law, the City assumes, releases and agrees to indemnify, defend, protect and save the County (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of the City, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.
Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage, and nothing herein shall be considered as a waiver of the County's and the City 's statutory tort limits under Minn. Stat. Chap. 466.

Section 4.3 Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of the Fiber Facilities, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

ARTICLE V
FORCE MAJEURE

The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

ARTICLE VI
MAINTENANCE, REPAIR, FEES /RELOCATION OF CABLE

Section 6.1 Maintenance. County shall maintain the County IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. County agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segment 1 as described on Attachment A.

Section 6.2 Maintenance. City shall maintain the City IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. City agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segment 2 as described on Attachment B.

Section 6.3 Fees. Neither Party will impose, and neither Party shall pay a fee, maintenance, or repair cost for the use of the other Party's Fiber Facilities and IRU Fibers during the term of this Agreement, except as otherwise provided for in Section 6.4.

Section 6.4 In the event either Party abandons or otherwise terminates its right to use the other Party's IRU Fibers pursuant to this Agreement, the Parties shall confer and will amend this Agreement to permit the imposition of charges for the use of the remaining IRU Fibers according to the IRU grantor's then-current applicable rates.

Section 6.5 Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by a contracted third party as agreed by the Parties.

Section 6.6 The City will be responsible for relocation of any City-owned Fiber Facilities that are part of Segment 1. The County will be responsible for relocation of any County-owned Fiber Facilities that are part of Segment 2.

ARTICLE VII
GOVERNMENT DATA PRACTICES

The Parties agree and recognize this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data

under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended and all associated rules. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Party.

ARTICLE VIII
ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

Section 8.1 Should the County decide to abandon all or part of the County IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing City in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If County provides notice of intent to abandon, City may notify the County prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If the City provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to City. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

Section 8.2 Should City decide it no longer requires use of the IRU Fibers during the term of this Agreement, it may require amendment of this Agreement by removing its IRU in the County IRU Fibers. Such amendment shall not affect the County's IRU in the City IRU Fibers under this Agreement, except as provided in Section 6.4.

Section 8.3 Should the City decide to abandon all or part of the City IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing County in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If City provides notice of intent to abandon, County may notify the City prior to the expiration of the notice period of its intent to take ownership of the City IRU Fibers. If the County provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the City IRU Fibers to County. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

Section 8.4 Should County decide it no longer requires use of the City IRU Fibers during the term of this Agreement, it may require amendment of this Agreement by removing its IRU in the City IRU Fibers. Such amendment shall not affect the City's IRU in the County IRU Fibers under this Agreement, except as provided in Section 6.4.

Section 8.5 This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder.

Section 8.6 If the Agreement terminates based on a Party's default, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such

damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to affect such termination.

ARTICLE IX
DEFAULT

Section 9.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

Section 9.2 Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

ARTICLE X
NOTICES

Section 10.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to City:
City of Rosemount
Attn: City Administrator
2875 145th Street West
Apple Valley, MN 55124

With a copy to:
Attorney
Attn: City Attorney
2875 145th Street West
Rosemount, MN 55124

If to County:
Dakota County Board
Attn: Deputy County Manager
1560 Highway 55
Hastings, MN 55033

With a copy to:
Dakota County Attorney's Office
Attn: Civil Division
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033

Section 10.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

ARTICLE XI
LIMITATION ON PROPERTY INTEREST

This Agreement does not grant the City any property interest, or estate in, or lien upon the County's property, County's IRU Assets, or any components thereof, or any intellectual property, except for use of the County IRU Fibers during the term of this Agreement. All liens, claims, and charges of the City shall not attach to any interest of the County or in any property owned by the County.

This Agreement does not grant the County any property interest, or estate in, or lien upon the City's property, City's IRU Assets, or any components thereof, or any intellectual property, except for use of the City IRU Fibers during the term of this Agreement. All liens, claims, and charges of the County shall not attach to any interest of the City or in any property owned by the City.

ARTICLE XII
GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

ARTICLE XIII
INDEPENDENT CONTRACTOR

The performance by County and the City of all duties and obligations under this Agreement shall be as independent local government unit and independent commercial operator and not as agents of the other Party, and no person employed or utilized by a Party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of, City and County.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this IRU Agreement.

Section 14.2 When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and "of' is used in the inclusive sense, in all cases where such meanings would be appropriate.

Section 14.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

Section 14.4 This Agreement may be amended only by a written instrument executed by all Parties.

Section 14.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

Section 14.6 All actions, activities, consents, approvals and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

Section 14.7 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

Section 14.8 This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

ARTICLE XV
ENTIRE AGREEMENT

This Agreement and any Attachments referenced and attached, or to be attached through any amendment constitutes the entire agreement between the Parties and supersede all prior negotiations, understandings and agreements, whether oral or written.

CITY OF ROSEMOUNT

By: _____

Its: _____

Date: _____

DAKOTA COUNTY

By: _____

Deputy County Manager

Date: _____

Board Resolution _____

ATTACHMENT A

Segment 1: Dakota County circuit used for CJN

Showing the fiber optic connection for County IRU Fibers between Rosemount Police Department at 14041 Biscayne Avenue, Rosemount, MN to Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN.

Segment 1

This segment consists of 2 dark strands of fiber from the Western Service Center (14955 Galaxie Ave to Rosemount Police Dept. (14401 Biscayne Ave)

- Western Service Center: Rack 1, MP 112, Ports: 183-184
- County strands 183-184 from Western Service Center to Splice Point in SE corner of Cedar Ave & 160th.
- County strands 183-184 from splice point in SE corner of Cedar Ave & 160th to splice point in SE corner of 160th Ave & Biscayne Ave
- County strands 183-184 from splice point in SE corner of 160th & Biscayne Ave to splice point just north of the intersection of Biscayne Ave. & Birch St, connecting with City strands 5-6.

ATTACHMENT B

Segment 2: City of Rosemount circuit

Showing the fiber optic route for City IRU Fibers between Criminal Justice Network at Rosemount Police Department at 14041 Biscayne Avenue, Rosemount, MN to Western Service Center at 14955 Galaxie Avenue, Apple Valley, MN.

Segment 2

This segment consists of 2 dark strands of fiber from the Rosemount Police Dept. (14401 Biscayne Ave) to splice point at Biscayne Avenue and Birch Street.

- Rosemount Police Dept: Rack 3, MP 144, Ports 55-56.
- City strands 7-8 to splice point at Biscayne Avenue and Birch Street, connecting with County strands 185-186.

Board of Commissioners

Request for Board Action

Item Number: DC-5845 **Agenda #:** 9.1 **Meeting Date:** 8/4/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE
Appointment To Lower Minnesota River Watershed District Board Of Managers

RESOLUTION
WHEREAS, the Lower Minnesota River Watershed District (LMRWD) is located just south of the Twin Cities along the Minnesota River and includes portions of the communities of Mendota Heights, Mendota, Lilydale, Eagan, and Burnsville; and

WHEREAS, the previous Dakota County representative on the LMRWD Board of Managers has resigned; and

WHEREAS, the LMRWD and Dakota County collaborated in the recruitment of candidates for appointment; and

WHEREAS, three applicants applied to Dakota County for potential appointment as the Dakota County Member of the Board of Managers for the LMRWD; and

WHEREAS, Steven Devich was the preferred candidate and meets the eligibility requirements set forth in Minn. Stat. § 103D.311; and

WHEREAS, staff recommends Steven Devich be appointed to the Board of Managers for the LMRWD; and

WHEREAS, this appointment will fill the current vacant term with any future appointment to be determined by the direction of the County Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints Steven Devich to the Lower Minnesota River Watershed District Board of Managers for a term ending March 31, 2027.

BACKGROUND
The LMRWD is located just south of the Twin Cities along the Minnesota River. Portions of the communities of Mendota Heights, Mendota, Lilydale, Eagan, and Burnsville are located within the LMRWD boundaries in Dakota County (Attachment: Map of Dakota County portion of LMRWD). The LMRWD is a Special Purpose Unit of government formed under Minn. Stat. § 103D. Upon establishment, the LMRWD became a legal entity for providing local participation to the U.S. Army Corps of Engineers to construct a navigational channel. With this purpose in mind, a nine-foot navigation channel was developed from the mouth of the Minnesota River to mile 14.7 at Savage, Minnesota. Construction of the project began in 1966 and was completed in 1968. The LMRWD is

still actively involved today with the maintenance of the channel and also works with local units of government, private citizens, and local organizations to provide strategic resource evaluation and management.

Three residents of the LMRWD sought appointment to the Board of Managers.

Minn. Stat. § 103D.311 maintains that a “person may not be appointed as a manager who: (1) is not a voting resident of the watershed district; and (2) is a public officer of the county, state, or federal government, except that a soil and water conservation supervisor may be a manager.”

Members of the LMRWD Board of Managers serve three-year terms. The current term for the Dakota County Manager ends March 31, 2027.

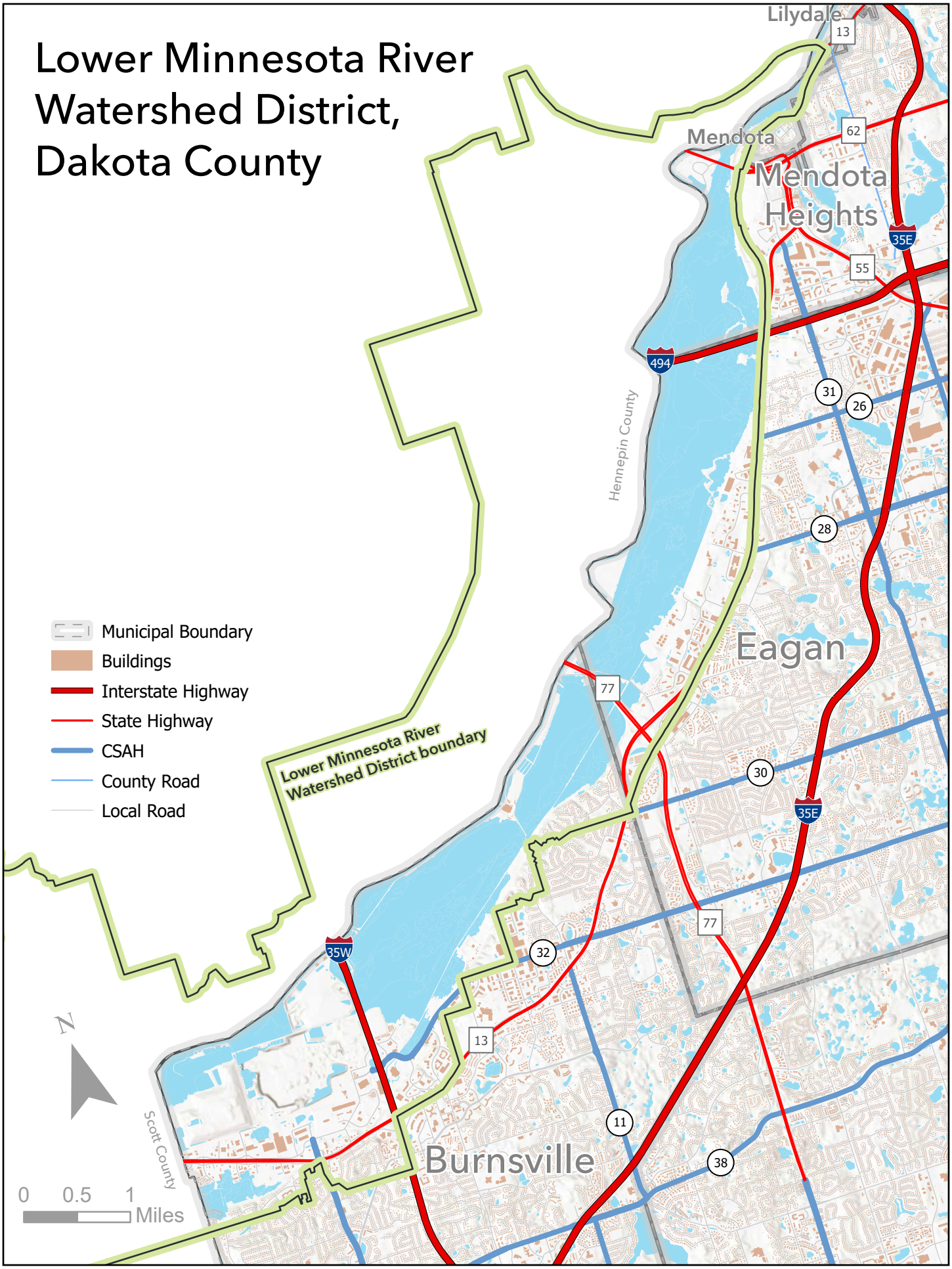
RECOMMENDATION
Staff recommends appointment of Steven Devich as the Dakota County Member of the Board of Managers for the LMRWD for the term ending March 31, 2027.

FINANCIAL AND STAFFING IMPACTS
None.

PREVIOUS BOARD ACTION
24-237; 5/7/24

ATTACHMENTS
Attachment: Map of Dakota County portion of LMRWD

CONTACT
Department Director: Heidi Welsch
Author: Jeni Reynolds


Lower Minnesota River Watershed District, Dakota County
Lilydale
13
Mendota
62
Mendota Heights
35E
55
494
31
26
Hennepin County
28
Eagan
77
Lower Minnesota River Watershed District boundary
30
35E
77
35W
32
13
11
38
Burnsville
Scott County
Municipal Boundary
Buildings
Interstate Highway
State Highway
CSAH
County Road
Local Road
N
0 0.5 1
Miles

Board of Commissioners

Request for Board Action

Item Number: DC-5891 **Agenda #:** 9.2 **Meeting Date:** 8/4/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE
Acceptance Of Resignation From Member Of Planning Commission

RESOLUTION
BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the resignation received by Paul Nasvik, District 4 representative on Planning Commission, and authorizes staff to begin the process to fill the vacancy.

BACKGROUND
In accordance with the Advisory Committee Membership Policy, written or verbal resignation from advisory committee members are forwarded to the County Manager. When a resignation is received, acceptance of the resignation is placed on the County Board consent agenda and staff is directed to proceed with the process of filling the vacancy.

The Office of the County Manager has been notified of the following resignation:

- Paul Nasvik, District 4 representative on Planning Commission.

RECOMMENDATION
Staff recommends accepting the resignation and authorizing staff to proceed with the process to fill the vacancy.

FINANCIAL AND STAFFING IMPACTS
None.

PREVIOUS BOARD ACTION
None.

ATTACHMENTS
Attachment: None.

CONTACT
Department Director: Heidi Welsch
Author: Jeni Reynolds

Board of Commissioners

Request for Board Action

Item Number: DC-5836 **Agenda #:** 10.1 **Meeting Date:** 8/4/2026

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE
Authorization To Apply For U.S. Department Of Housing And Urban Development Grant Funds

RESOLUTION
WHEREAS, the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) program has issued a Notice of Funding Opportunity for Federal Fiscal Year 2026 grant funds; and

WHEREAS, Dakota County has received CoC grant funds from HUD to provide transitional housing and rapid re-housing services for over twenty years; and .

WHEREAS, Dakota County Social Services proposes to submit two grant applications for Transitional Housing and Supportive Services grants for the following programs:

- Transitional Housing grant in an amount not to exceed $1,000,000 to provide rental assistance and case management to re-house families with minor children experiencing homelessness; and
- Supportive Services grant in an amount not to exceed $230,000 to provide shelter diversion services to families with minor children

and;

WHEREAS, Dakota County is required to provide a 25 percent match for any award, which would be funded with Local Affordable Housing Aid (LAHA) funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to apply to the U.S. Department of Housing and Urban Development for Continuum of Care Transitional Housing grant funds in an amount not to exceed $1,000,000 for the grant period June 1, 2027, through May 31, 2028; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to apply to the U.S. Department of Housing and Urban Development for Continuum of Care Supportive Services grant funds in an amount not to exceed $230,000 for the estimated grant period June 1, 2027 through May 31, 2028.

BACKGROUND
The U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) program

(24 CFR part 578) provides funding to local communities to:

- quickly rehouse households experiencing homelessness; and
- promote access to and effective utilization of mainstream programs by homeless individuals and families; and
- optimize self-sufficiency among those experiencing homelessness.

Dakota County Social Services currently receives $846,061 in CoC Rapid Re-Housing funds for the period of June 1, 2026, through May 31, 2027. These funds provide rental assistance to 48 families (at any given time) experiencing homelessness.

The current HUD Notice of Funding Opportunity prioritizes Transitional Housing and Supportive Services program.

The grant allows for administrative costs, which will be 10% of the award. Within this 10%, this grant allows for indirect administrative costs at a rate of 15% of qualifying expenses (limited to wages, benefits and purchased services).

Dakota County applies for HUD CoC grant funds through a regional collaborative application. Applications are due to HUD by August 26, 2026.

RECOMMENDATION

Staff recommends approval to apply for U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) grant funds for Transitional Housing in an amount not to exceed $1,000,000 and Supportive Services in an amount not to exceed $230,000.

FINANCIAL AND STAFFING IMPACTS

If awarded, staff will submit a subsequent Request for Board Action to amend the 2027 Social Services budget to the correct amount. The information below represents the current HUD CoC Rapid Re-Housing Grant which runs from June 1, 2026, through May 31, 2027.

Funding Source	Total Approved Budget	Available Budget
HUD 6/1/2026-5/31/2027	$846,061	$846,061
LAHA (25% required match)	$211,515	$211,515

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

CONTACT

Department Director: Emily Schug
Author: Madeline Kastler

Board of Commissioners

Request for Board Action

Item Number: DC-5837 **Agenda #:** 10.2 **Meeting Date:** 8/4/2026

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE

Authorization To Accept Annual Local Homeless Prevention Aid Allocations, Amend 2026 Social Services Budget To Reflect 2026 Allocation Amount, And Amend Future Social Services Budgets

RESOLUTION

WHEREAS, Dakota County receives annual allocations of Local Homeless Prevention Aid (LHPA) from the Minnesota Department of Revenue through December 31, 2032; and

WHEREAS, the 2026 Social Services LHPA budget is currently $996,916 and needs to increase by $54,980 to reflect the 2026 LHPA Allocation to Dakota County of $1,051,896.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to accept additional Local Homeless Prevention Aid funds annual allocations through December 31, 2032; and

BE IT FURTHER RESOLVED, That the 2026 Social Services Budget is hereby amended as follows to reflect the increased Local Homeless Prevention Aid Allocation to Dakota County in 2026:

Expense
Social Services Budget: $54,980
Total Expense: $54,980

Revenue
LHPA Grant Funds: $54,980
Total Revenue: $54,980
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Finance Department to amend future annual Social Services budgets through 2032 to reflect the updated annual Local Homeless Prevention Aid allocation to Dakota County.

BACKGROUND

Local Homeless Prevention Aid (LHPA) was created by the 2021 Minnesota Legislature (Minn. Stat. 477A.30) to help local governments ensure no child is homeless within a local jurisdiction by keeping families from losing housing and helping those experiencing homelessness find housing. Funding is distributed to counties and tribes as an allocation from the Minnesota Department of Revenue

(MDR).

By Resolution No. 24-528 (May 21, 2024), the Dakota County Board of Commissioners authorized the Community Services Director to accept annual allocations through June 30, 2028. The Minnesota State Legislature extended this annual allocation through 2032 in the 2026 legislative session.

Dakota County received the first allocation of LHPA in 2023. The amount of this allocation is determined annually based on populations and the number of students experiencing homelessness within the county. Dakota County has received the following amounts from 2023-2026:

- 2023: $778,527
- 2024: $914,236
- 2025: $996,916
- 2026: $1,051,896

Dakota County Social Services contracts with 360 Communities and The Link, using LHPA funds, to provide homelessness prevention and re-housing services for families and young adults.

RECOMMENDATION
Staff recommends authorizing an Assistant County Manager, Community Services, to accept additional LHPA funds through December 31, 2032, and amend the 2026 budget by $54,980 to reflect the 2026 LHPA Allocation to Dakota County of $1,051,896, and authorizing the Finance Department to amend future annual Social Services budgets to reflect the updated annual LHPA allocation to Dakota County through 2032.

FINANCIAL AND STAFFING IMPACTS
There is no levy cost for this request in 2026. An amendment to the 2026 Social Services Budget in the amount of $54,980 will be funded from the LHPA Allocation.

Funding Source	2026 Adopted Budget	Total Approved Budget	Available Budget
LHPA	$996,916	$1,051,896	$716,327

PREVIOUS BOARD ACTION
24-528; 05/21/24

ATTACHMENTS
None.

CONTACT
Department Director: Emily Schug
Author: Madeline Kastler

Board of Commissioners

Request for Board Action

Item Number: DC-5846 **Agenda #:** 10.3 **Meeting Date:** 8/4/2026

DEPARTMENT: Social Services-Adult Services

FILE TYPE: Consent Action

TITLE

Authorization To Accept Grant Funds From Minnesota Department Of Public Safety Office Of Justice Programs For Crisis Intervention, Execute Grant Agreement And Amend 2026 Social Services Budget

RESOLUTION

WHEREAS, Dakota County's Crisis Continuum is funded by county levy, third party billing, state grants and American Rescue Plan Act (ARPA); and

WHEREAS, the expansion of the embedded social workers is largely funded through ARPA funding and this funding source will be expended by Q3 of 2026; and

WHEREAS, to fill this gap in funding, a grant application was submitted to the Department of Public Safety (DPS) Office of Justice Programs (OJP) to support two embedded social worker positions including the 15 percent de Minimis Indirect Cost Rate; and

WHEREAS, on June 26, 2026, Dakota County received notice of the award of $299,999.99 in grant funding; and

WHEREAS, the grant period is from August 1, 2026 through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to accept grant funds from the Minnesota Department of Public Safety Office of Justice Programs for Crisis Intervention in the amount of $299,999.99 beginning on or around August 1, 2026, and ending June 30, 2028, and execute the grant agreement, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Social Services Budget is hereby amended as follows:

Expense

Program Expense: $299,999.99

Total Expense: $299,999.99

Revenue

Program Revenue: $299,999.99

Total Revenue: $299,999.99

BACKGROUND

On February 3, 2026, the Department of Public Safety (DPS) Office of Justice Programs (OJP) released a request for proposal (RFP) for the purpose to fund local law enforcement agencies and local governments to start, maintain, or expand crisis response teams in which social workers or mental health professionals serve as first responders when calls for service involve an individual in crisis. By Resolution No. 26-089 (March 3, 2026), the Dakota County Board of Commissioners authorized submission of a grant application to DPS OJP. On June 26, 2026, Dakota County staff were informed that the application was awarded to support sustaining joint law enforcement mental health activities (Attachment: Crisis Grant Award Letter). The grant will support two full-time equivalents for the embedded social workers.

RECOMMENDATION

Staff recommends the Board of Commissioners accept the DCP OJP funds for the period of August 1, 2026 through June 30, 2028, at the awarded amount of $299,999.99, budgeting allowable indirect costs, execute the grant agreement and amend the 2026 Social Services Budget.

FINANCIAL AND STAFFING IMPACTS

The positions are time-limited and contingent on the availability of grant funds. Any unused funds will be requested for carry over to the 2027 County Manager's Recommended Budget.

Total Embedded Social Worker Budget

Fund Source	2026 Adopted Budget	2026 Amended Budget	2026 Proposed Budget	2027 Planning Base
Levy	$270,046	$270,046	$270,046	$270,046
American Rescue Plan Act	$675,042	$389,009	$389,009	-
Social Services Time Study/Billing Revenue	$160,000	$160,000	$160,000	$160,000
New Crisis Intervention Grant (less indirect)	-	-	$212,500	-
New Crisis Grant (less indirect)	-	-	$73,533	$180,000
General Fund-Fund Balance/Unfunded	-	$286,033	-	$495,042
Total	$1,105,088	$1,105,088	$1,105,088	$1,105,088

PREVIOUS BOARD ACTION

26-089; 3/3/26

ATTACHMENTS

Attachment: Crisis Grant Award Letter

CONTACT

Department Director: Emily Schug
Author: Ericka Hammer

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Office of Justice Programs

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515
Phone: 651.201.7300 • Fax: 651.296.5787 • TTY: 651.205.4827 • Toll Free 1.888.622.8799
www.ojp.dps.mn.gov

Alcohol and Gambling Enforcement

Bureau of Criminal Apprehension

Driver and Vehicle Services

Emergency Communication Networks

Homeland Security and Emergency Management

Minnesota State Patrol

Office of Communications

Office of Justice Programs

Office of Pipeline Safety

Office of Traffic Safety

State Fire Marshal

June 25, 2026

Emily Schug
Dakota County
1590 Highway 55
Hastings, Minnesota 55033

Dear Emily Schug,

I am pleased to inform you that the proposal **A-CRG-2027-DAKOTACO-013** for the 2026-2028 Crisis Response Grant Program has been selected for funding. The tentative award amount is $299,999.99, contingent upon final negotiation of the budget and all documentation requirements.

Pursuant to Minnesota Statutes, Section 16B.981, the Office of Justice Programs (OJP) reviewed your entity's prior grant performance history. This included examining grantee performance evaluations completed by State of Minnesota agencies pursuant to the Department of Administration's Office of Grants Management (OGM) Policy 08-13. The review identified a concern regarding limited staff capacity to complete financial reconciliations across multiple grant terms.

Accordingly, OJP requests you provide the following information in writing within 15 calendar days of the date of this letter (by July 10, 2026):

1. a current organizational chart or narrative identifying the staff who will be responsible for both the fiscal and programmatic administration of this grant, including their names and titles.
2. a written description of your organization's current processes for completing financial status reports and other financial reporting and reconciliation requests relating to grants and how that work will be staffed during the grant period.

To move forward, provide responses and supporting documentation to each of these questions by July 10, 2026. Submit all information and any questions to Natty Hels at natty.b.hels@state.mn.us

Congratulations on being selected for funding! We look forward to working with you to ensure success on your initiative.

Sincerely,

Rachel Peterson,
Grant Unit Director
Minnesota Office of Justice Programs

EQUAL OPPORTUNITY EMPLOYER

Board of Commissioners

Request for Board Action

Item Number: DC-5661 **Agenda #:** 11.1 **Meeting Date:** 8/4/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE
Authorization To Execute Joint Powers Agreement With Waterford Township For Bridge Rehabilitation And Amend 2026 Parks Capital Improvement Program Budget

RESOLUTION
WHEREAS, in 2026, Waterford Township was awarded a Minnesota Historical Society Legacy grant for $295,000 for rehabilitation of the historic Waterford Bridge (Bridge L3275); and

WHEREAS, the Waterford Bridge, constructed in 1909, represents one of the earliest camelback through truss rigid-connected bridges in Minnesota that is still in existence and was entered in the National Register of Historic Places in 2010; and

WHEREAS, the Waterford Bridge is an important community landmark that Waterford Township has made significant efforts to preserve; and

WHEREAS, Waterford Township's goal is that the historic bridge be fully rehabilitated so future generations can appreciate the unique engineering significance and that the bridge will eventually become a crossing for the Mill Towns State Trail; and

WHEREAS, Dakota County and Waterford Township previously partnered to complete Phase I Rehabilitation of the bridge in 2021 by Resolution No. 20-159, (March 17, 2020); and

WHEREAS, Waterford Township desires to execute a joint powers agreement with Dakota County for the rehabilitation of the historic Waterford Bridge parallel to Canada Avenue W; and

WHEREAS, Dakota County will provide staff administration of the project for Waterford Township for the duration of the project; and

WHEREAS, Dakota County will use $295,000 of Minnesota Historical Society grant funds for construction and will be reimbursed by Waterford Township acting as a funding pass through; and

WHEREAS, Dakota County will also use $30,000 Waterford Township cash match and $2,717,000 awarded by Legislative-Citizen Commission on Minnesota Resources (LCCMR) to Dakota County for construction and professional services contracts; and

WHEREAS, Waterford Township will continue to own and maintain the bridge; and

WHEREAS, staff recommends executing a joint powers agreement with Waterford Township to administer and advance fund Bridge rehabilitation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to execute a joint powers agreement with Waterford Township for Dakota County to administer the project and for Dakota County to use Minnesota Historical Society grant funds in the amount of $295,000, awarded to Waterford Township, and Waterford Township $30,000 cash match for rehabilitation construction activities, County to be reimbursed by Waterford Township, subject to approval by the Dakota County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Parks Capital Improvement Program Budget is hereby amended as follows:

Expense
Cannon River Preservation and Access: Waterford Bridge (2000456): $325,000
Total Expense: $325,000

Revenue
Waterford Township: $325,000
Total Revenue: $325,000

BACKGROUND
The Waterford Bridge (Attachment: Waterford Bridge) is on the planned Mill Towns State Trail (MTST), which will connect Faribault to the Cannon Valley Trail. Dakota County's Greenway System will co-locate and manage a portion of MTST that connects West and East Lake Byllesby Regional Park approximately four miles from the Waterford Bridge (Attachment: Project Location).

The Township has raised funds to repair the bridge in the 1980s, and in 1991, when a new vehicular bridge was built, the Township chose to maintain the historic bridge for pedestrian and bicycle use. In 2011 and 2014, the Township again raised funds to stabilize the structure.

The rehabilitation work includes repairing the abutments and bearings, strengthening and painting the trusses, and repairing the decking and repainting

A contract to complete a second phase of rehabilitation was previously proposed in 2023. Bids were received and tabulated on September 28, 2023, for this repair work. Only one bid was submitted, and it was 96% over the engineer's estimate and by Resolution No. 23-539 (November 28, 2023), the bid was rejected. County staff agreed to continue to partner with the Township and the Department of Natural Resources to seek future grant opportunities.

Waterford Township has requested Dakota County's continued assistance with the remaining Bridge Rehabilitation, where Dakota County staff will administer the project on behalf of the Township, and Dakota County will advance fund the grant (Attachment: 2026 Minnesota Historical Society Grant and Attachment: 2025 ENRTF LCCMR Grant). The JPA between Dakota County and Township will codify funding, ownership and construction roles and responsibilities (Attachment: Draft Joint Powers Agreement).

RECOMMENDATION

Staff recommends executing a JPA with Waterford Township for Bridge rehabilitation for Dakota County to administer the project, for Waterford Township to act as a pass-through funding source for the Minnesota Historical Society Legacy (MNHS) grant funds and be invoiced by the County upon completion of County Project 97-244. Waterford Township to continue to own and maintain the bridge, with no additional maintenance costs assumed for the County.

FINANCIAL AND STAFFING IMPACTS

There is sufficient external funding in the 2025 LCCMR Appropriations (ENRTF) to fund all or a portion of the bridge rehabilitation project using the additional grant amount of $295,000 that Waterford Township received with a 2026 MNHS Grant. Waterford Township will also provide a $30,000 cash match as part of the 2026 MNHS Grant. The State of Minnesota (DNR) is also budgeting up to $500,000 for the construction project. The external grant funds will be used for construction administration and inspection, and construction services for County Project 2000456. A budget amendment is needed to account for the funding coming from Waterford Township.

2000456 Cannon River Preservation & Access: Waterford Bridge Restoration & Park Conservation Area

Original project funding:

Funding Sources	Total Budget	Available Budget
2025 LCCMR Appropriations (ENRTF)	$2,717,000	$2,717,000
Total	**$2,717,000**	**$2,717,000**

Proposed Amended funding:

Funding Sources	Total Budget	Available Budget
2025 LCCMR Appropriations (ENRTF)	$2,717,000	$2,717,000
2026 MNHS Grant (Waterford Township)	$295,000	$295,000
Waterford Township (Cash Match)	$30,000	$30,000
MN DNR	$500,000	$500,000
Totals	$3,542,000	$3,542,000

PREVIOUS BOARD ACTION

20-159; 3/17/20
23-317; 7/18/23
23-539; 11/28/23
24-108; 2/27/24

ATTACHMENTS

Attachment: Waterford Bridge
Attachment: 2026 Minnesota Historical Society Grant

Attachment: 2025 ENRTF LCCMR Grant
Attachment: DRAFT JPA

CONTACT
Department Director: Erin Laberee
Author: Tony Wotzka

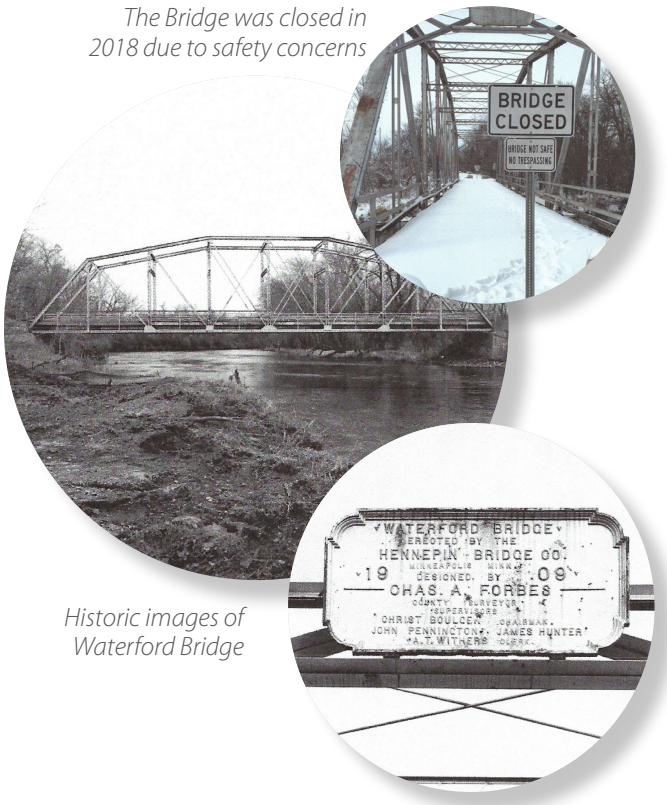
Waterford Township Minnesota

WHERE THE PATH FROM THE PAST AND THE FUTURE MEETS

Waterford Bridge at the Cannon River
Restoring a Legacy

For over 100 years the Waterford Bridge has provided a river amenity and identity for the Township of Waterford. This project, to rehabilitate the bridge, will secure this amenity in perpetuity for future generations of residents and visitors. As part of the Wild and Scenic Cannon River, this bridge spans one of the most beautiful areas of the river, offering visitors opportunities to experience a bridge from a bygone era, while connecting communities along the river corridor.

The Bridge was closed in 2018 due to safety concerns



Historic images of Waterford Bridge

Historical Significance

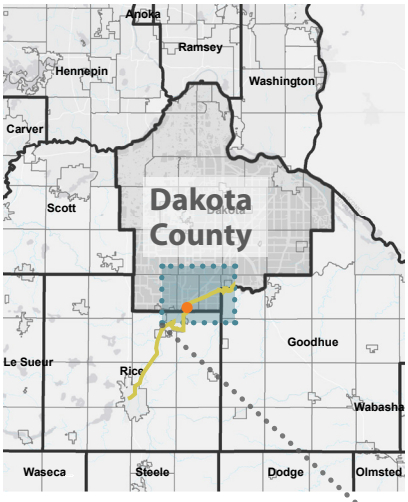
Until it was closed due to safety concerns in 2018, the Waterford Bridge carried a paved bike and pedestrian trail across the Cannon River in rural Waterford Township. Constructed in 1909, the bridge consists of a 140-foot steel, riveted and bolted, Camelback truss on concrete abutments. The Waterford Bridge is one of the earliest remaining bridges with rigid connections in Minnesota and is the only known metal through truss bridge in the state featuring a limited number of bolted connections. As a unique structure of historical engineering significance, the structure was listed in the National Register of Historic Places in 2010. With the full restoration project, the bridge will continue to serve as a historic structure, namesake landmark for the Waterford community, and continue to carry pedestrians and bicyclists safely across the Cannon River.

Connecting Across and To the River

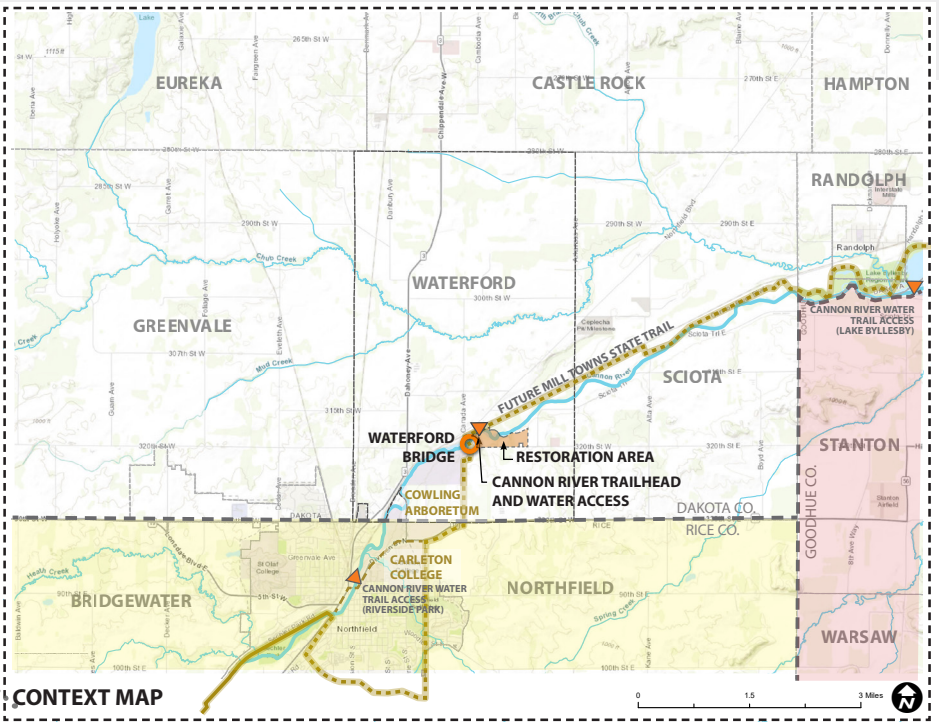
The Waterford Bridge will play an important role in the future trail alignment for the Mill Towns State Trail. Starting at Faribault Junction and the Sakatah Singing Hills State Trail, the trail will extend through the towns of Faribault, Dundas, Northfield, Waterford, and Randolph. The Mill Towns State Trail will meet the Cannon Valley Trail in Cannon Falls, connecting pedestrians and bicyclists to Red Wing and the Mississippi River.

Rehabilitation of the Waterford Bridge will complete an enjoyable 6-mile local trail loop around the Cannon River between Northfield and Waterford, connecting the Carleton College campus. This project will provide a tourist attraction and contribute to the future of active living in multiple communities.

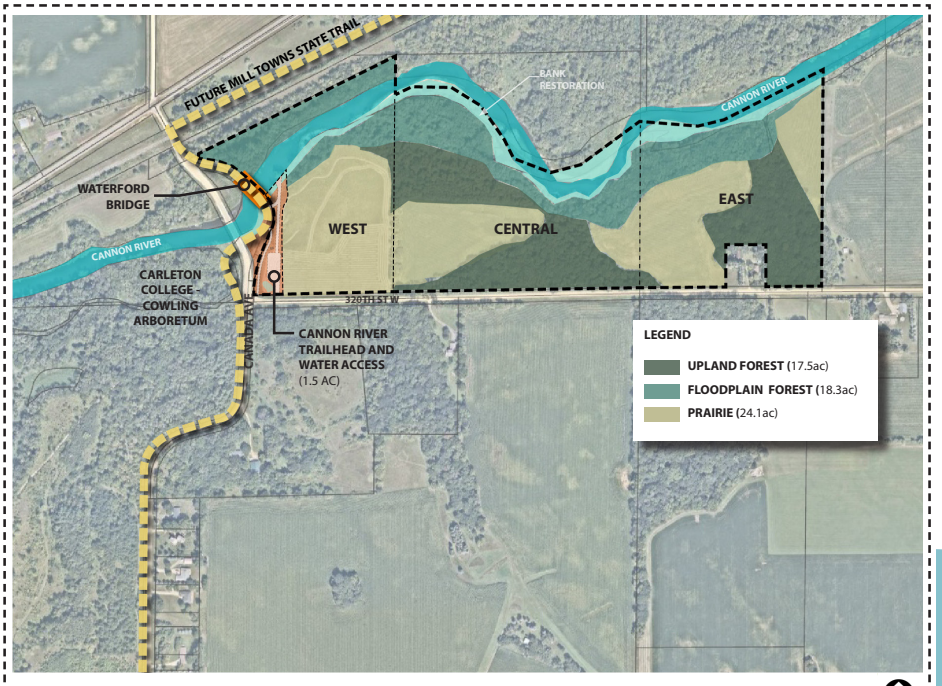
There is now opportunity for the bridge to play a key role in the Cannon River Water Trail. Dakota County, Waterford Township, and MnDNR are working together to create a trailhead and water access point, along with a larger effort to restore land adjacent to the Cannon River and Waterford Bridge.



Regional Context



Waterford Bridge (2020)



Project Benefits

The historic Waterford Bridge is a vital connection to the history of the community and is loved by the people who continue to use the bridge to connect to the Cannon River and to the surrounding area. Preservation of the structure includes restoring the safety and load capacity to accommodate pedestrians and bicyclists. Without this proper repair and rehabilitation of the bridge, the structure will continue to fall into disrepair and will ultimately need to be removed.

Health

The rehabilitation of the bridge will provide a continuous trail connection and opportunity for people to engage in active living, whether biking, walking, or rolling across the river.

River Access

The bridge provides visual access to the Canon River. A new railing, which will compliment the historic structure, will further enhance wildlife viewing from the bridge. A future trailhead and water access to the Cannon River will complement the bridge as a destination.

Tourism

The bridge has served as a local destination for many generations, and links to many other local tourist destinations, such as Lake Byllesby Regional Park, Cowling Arboretum, and the Cannon River Water Trail.

Heritage

Without the bridge, a significant historical landmark for both Waterford Township and for the state of Minnesota will be lost. This unique and historically progressive structure has served the community for over a century.

Recreation

With continued preservation of the bridge, the connection across the Cannon River for pedestrians and bicyclists will provide year-round recreational access for years to come.

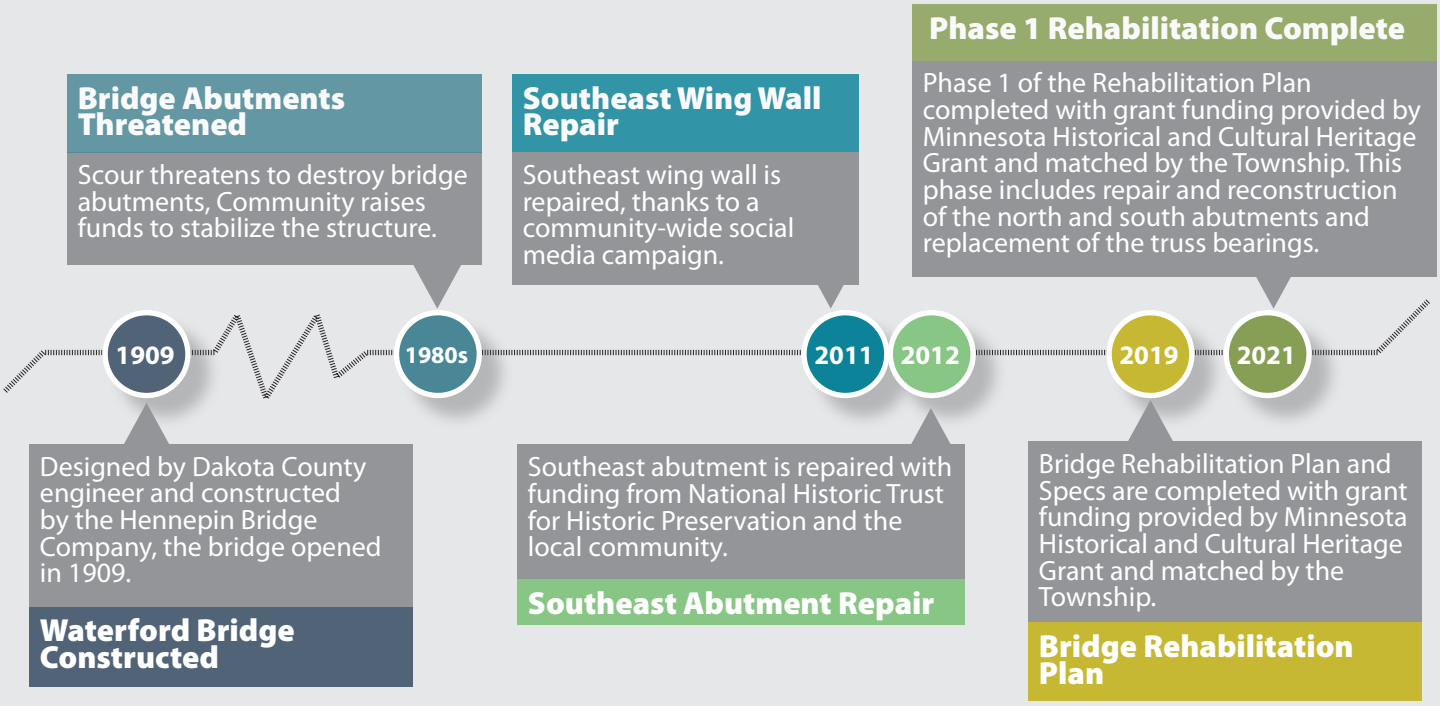
Rendering of the future rehabilitated Waterford Bridge

Project Readiness

To date, Waterford Township has worked collectively to keep the bridge intact. Multiple campaigns over the last few decades have demonstrated the power of stewardship and commitment of a small community to come together for a common cause. Carleton College, the Mill Towns Joint Powers Board, the City of Northfield, the Department of Natural Resources, and the Friends of the Mill Towns Trail have expressed their support for preservation and repairs to this bridge.

Effort To-Date

When Waterford Township received the National Trust for Historic Preservation grant in 2011, the Township provided an in-kind match with widespread community support to complete the repair of the southeast abutment. Through grant funding with Minnesota Historical and Cultural Heritage Grants, and further matching community contributions, bridge rehabilitation plans and specifications were completed in 2019, and the first phase of restoration work is underway this year.



Cost to Complete

To finish subsequent phases and complete the restoration project, additional funds are needed.

Year	Description
2025* *(funds permitting)*	Phase 2: Truss Strengthening
2026* *(funds permitting)*	Phase 3: Deck Replacement to be completed, allowing the structure to be completely open for use by pedestrians, bicyclists, and for other non-motirized recreation.
2027* *(funds permitting)*	Phase 4: Truss Painting, Railing and Plaque to be completed for the full bridge rehabilitation

**Phases can be combined to complete the project earlier if sufficient funds can be secured.*

Contact Information

Elizabeth Wheeler
Waterford Township Clerk

651-346-8467

waterfordtownship@gmail.com

ship statewide health improvement partnership

MINNESOTA HISTORICAL AND CULTURAL HERITAGE PROGRAM

Waterford Township
G-MHCG-2507-30805 | $295,000 | MN Historical and Cultural
Waterford Bridge Preservation – Project Completion

Status	Granted:Active

APPLICANT INFORMATION

Program Organization:	Waterford Township
Project Director:	Elizabeth Wheeler
Authorized Officer:	Brett Stadler
Additional Project Staff:	Steven Wheeler
Applicant County:	Dakota
Applicant Organization Type:	Local/Regional Government

Governance/Board Members:

Brett Stadler – Supervisor/Chair and Authorized Officer, Frank Wergin – Supervisor, Bobby Nelson – Supervisor, Tom Davis – Town Clerk, Elizabeth Wheeler – Deputy Town Clerk and Project Director, Erin Johnson – Town Treasurer, Steven Wheeler – Deputy Town Treasurer and Additional Project Staff

Is this a cooperative project?

Select Yes or No.	No

Data Collection

The information provided is intended to help MNHS gain a deeper understanding of your community and must be completed on each application submitted for both small and large round cycles. MNHS will utilize it for grant fund reporting and to continue understanding and revising the program needs accordingly. Where applicable, please provide demographic information relevant to the applicant organization and proposed project. The answers are not reviewed (seen) by the Historic Resources Advisory Committee (HRAC).

	Do current staff, volunteers, or board members identify as:	In the past 5 years, has your organization offered programming/ services specifically for:
Default Entry (Leave Checked)	✓	✓
American Indian, Indigenous, or Alaska Native		
Central Asian, East Asian, South Asian, Southeast Asian, or Asian American		
Black, African, or African American		
Hispanic or Latino		
Native Hawaiian or Other Pacific Islander		
Middle Eastern or North African		
White/Caucasian	✓	
LGBTQIA+		
Individuals with Disabilities	✓	
Military Veterans/Active Duty		
Located in a rural area	✓	
Located in a low median household income county	✓	
Unknown		

	please specify	please specify
Other	People without access to a personal vehicle	

Does the applicant organization have a plan to ensure community and broad demographic representation of its leadership, staff, and volunteers?

Select One: Not at this time

▼ Click on arrow to view the contact information we have on file

CURRENT ORGANIZATION CONTACT INFORMATION ON FILE

Organization Name:	Waterford Township
Street Address:	P.O. Box 531
Street Address 2:	
City:	Northfield
State:	Minnesota
Postal Code:	55057
Organization Phone:	507-261-3235
Project Director:	Elizabeth Wheeler

Project Director Email:	deputyclerk1948@gmail.com
Authorized Officer:	Brett Stadler
Authorized Officer Email:	brett.stadler@gmail.com

The Organization or Contact Information needs to be updated: Yes

	Organization and Contact Information
Organization Name	
Street Address	
Street Address 2	
City	
State	
Postal Code	
Organization Phone	
Project Director	
Project Director Email	
Authorized Officer	
Authorized Officer Email	

PROJECT INFORMATION

Project Title (Be descriptive and succinct): Waterford Bridge Preservation – Project Completion

*** Brief Project Summary (REQUIRED TO SAVE):**

Work includes hiring qualified professionals to preserve, reconstruct and restore the historic Waterford Bridge to full completion, providing a vital connection on the Mill Towns State Trail.

Geographic Focus of Project: Dakota, Goodhue, Rice

Could any items related to this application be considered "culturally sensitive objects"? These objects could be items used in a spiritual ceremony or other ritual, or funerary objects or human remains. They can be of any cultural origin.

Select Yes or No. (If unsure, select Yes.): No

Is this proposed project based on or a continuation of an already funded project? Select Yes or No

Select Yes or No: Yes

If so, please briefly describe the previous grant project and its status. :

In 2017, Waterford Township was awarded a grant through the Minnesota Historical and Cultural Heritage Program to create pre-development construction plans and specifications for the rehabilitation of the Waterford Bridge. Plans, specifications, and cost estimates were used to determine the scope of work for construction, as described in this grant application. In 2019, Waterford Township was awarded a grant through the Minnesota Historical and Cultural Heritage Program for Phase I of the restoration rehabilitation project which was completed in 2021. In 2021, Waterford Township was awarded a grant through Minnesota Historical and Cultural Heritage Program to complete truss strengthening on the bridge; this grant had to be turned back due to inability to secure contractors to perform the work within the project budget due to high inflation and supply chain issues. In 2025, Dakota County was awarded $2,295,000 in grant funding through the Legislative-Citizen Commission on Minnesota Resources (LCCMR) to contribute towards truss strengthening and deck replacement. With funding proposed in this grant application, the full project can be completed, and the bridge will be open for full use to the public.

Does this project involve a structure that is listed in or eligible for listing in the National Register of Historic Places?

Select Yes or No. Yes

HISTORIC PROPERTY INFORMATION

Property Name:	Bridge L3275
City:	Waterford Township
Address:	Canada Avenue W over Cannon River
Zip:	55057
Property Location County:	Dakota
NR Number:	10000580
This property is listed in the National Register of Historic Places:	Yes
This property is eligible for the National Register of Historic Places:	No

Project Impact

To help reviewers gain a deeper understanding of how your proposed project will impact community groups within your service area, please respond to the following question. Where applicable, please indicate the relevant demographic information for the proposed project by checking the corresponding box. Please note that your responses will be reviewed by the Historic Resources Advisory Committee

(HRAC) for large requests. **IMPORTANT:** Applicants must answer this question for each application submitted, including requests for the small rounds.

	If funds are awarded, would the proposed project directly impact/involve one or more of the following community group(s) - (check only those that apply to the proposed project):
Default Entry (leave checked)	✓
American Indian, Indigenous, or Alaska Native	✓
Central Asian, East Asian, South Asian, Southeast Asian, or Asian American	✓
Black, African, or African American	✓
Hispanic or Latino	✓
Native Hawaiian or Other Pacific Islander	✓
Middle Eastern or North African	✓
White/Caucasian	✓
LGBTQIA+	✓
Individuals with Disabilities	✓
Military Veterans/Active Duty	✓
Located in a rural area	✓
Located in a low median household income county	✓
Unknown	

	please specify
Other	

IMPORTANT: For the items checked above, the Application Narratives section should include specific details outlining your strategies and plans for community involvement and/or the intended impact.

BUDGET INFORMATION

Small request: $20,000 and less:	No
Mid/large request: greater than $20,000:	Yes

GRANT BUDGET (Applicant View)

Budget Item	Amount Requested	Grant Amount	Amend Grant Amount	Match
1. Toxicity Characteristic Leaching Procedure (TLCP) Test & Mobilization	$4,000.00	$4,000.00		$49,120.00
2. Structural Steel (materials and labor to install)	$4,000.00	$4,000.00		$538,480.00
3. Rivet Replacement (materials and labor to install)	$4,000.00	$4,000.00		$165,200.00
4. Lead Substances Collection & Disposal	$4,000.00	$4,000.00		$66,000.00
5. Organic Zinc – Rich Paint System, Old + Shop (materials and labor)	$140,000.00	$140,000.00		$191,525.00
6. Traffic Control				$2,000.00
7. Deck Removal and Replacement	$10,530.00	$10,530.00		$351,566.00
8. Railing Fabrication and Installation	$112,470.00	$112,470.00		
9. Plaque Installation	$6,000.00	$6,000.00		$3,000.00
10. Engineering to Prepare Bid Package				$25,000.00
11. Contingency for Unknowns and Inflation	$10,000.00	$10,000.00		$800,916.48
12. Construction Administration				$165,189.10
	Total: $295,000.00	**Total:** $295,000.00	**Total**	**Total:** $2,357,996.58

*** Amount Requested (REQUIRED TO SAVE. USE TOTAL FROM ABOVE):** $295,000.00

Match Offered (USE TOTAL FROM ABOVE): $2,358,996.58

How were above figures determined?

The estimated budget is based on professional bridge preservation experience and cost comparison with similar projects for completion of plans, specifications and estimates for historic bridge rehabilitation. The estimate is based on 2025 pricing to closely reflect current construction bid pricing, accounting for a recent rise in costs of both labor and materials. The costs also include a 6.0% yearly inflation adjustment. A contingency budget of 10% been included to account for unknown repairs that may be

revealed once construction commences as well as unpredictability of construction bid prices. Construction administration fees are calculated at an hourly rate for professional administrative and engineering services, with hours approximated to the anticipated work to be performed. All construction administration hours are accounted for as an in-kind match as professional service hours provided by Waterford Township and Dakota County staff. Prevailing wage was used to estimate labor costs related to construction.

Match Description:

The match for the project is $2,358K ($2,357,996.58). This is a combination of $30,000 cash match from Waterford Township, $2,295,000 awarded by LCCMR in 2025 to be used towards truss strengthening and deck replacement, and $33,000.00 in-kind professional services provided by Waterford Township and Dakota County Staff.

The LCCMR award is a portion of a larger project in partnership between Waterford Township, Dakota County, and the MnDNR to rehabilitate the Waterford Bridge, develop a MnDNR Cannon River boat launch at the southern bridge approach, and protect and restore natural resources along the Cannon River. The Dudley family, who's great-great uncle Christopher Boulder donated the land for the original Waterford Bridge construction in 1909, has shown continued support for this project by donating three acres for the MnDNR boat launch.

The in-kind match will be professional services provided by staff salaries (including fringe benefits) that represent actual work that will occur on the project. These activities will not include general administration of Waterford Township or Dakota County. A total of 270 in-kind professional service hours of work will be used as a project match.

Waterford Township staff include Elizabeth Wheeler, the Project Director, who will be tasked with managing the grant and associated construction administration as it pertains to grant reporting, communication with the Township Board and the broader community, and contract negotiation. Elizabeth will contribute approximately 70 hours of professional services towards the project with an hourly rate of $100.

Steven Wheeler, Deputy Treasurer, will provide construction administration as it pertains to construction activities, monitoring construction work, coordinating inspections and communication with contractors. Steven was appointed to manage road and bridge improvement projects for Waterford Township by the Township Board from 2019 to 2025. He will provide approximately 40 hours of in-kind professional services towards the project with a value equivalent to a rate of $100 per hour.

Lil Leatham, Senior Planner with Dakota County will provide in-kind professional services to assist with grant administration, reporting, and contract negotiations. Lil will provide approximately 70 hours of in-kind professional services towards the project with a value equivalent to a rate of $125 per hour.

Todd Howard, Civil Engineer with Dakota County, will provide in-kind professional services, serving as the Project Engineer and technical advisor for the duration of the project. Todd will provide direction to Steven Wheeler. Todd will contribute approximately 90 hours of in-kind professional services towards the project with an hourly rate of $150.

APPLICATION NARRATIVES

Project Description:

This grant request will fund full completion of the Waterford Bridge rehabilitation. This project is based on detailed plans and specifications prepared specifically for the purpose of restoring the bridge to its original beauty and functionality. The goal of the project is to rehabilitate the Waterford Bridge to be structurally sound and functional as a bicycle and pedestrian bridge, while preserving and maintaining the historical character and structure of the original design.

The scope of work for this grant application will focus on full completion of the bridge rehabilitation, starting with gusset plate strengthening repairs. Strengthening the truss will increase the bridge's load carrying capacity and allow heavier equipment to travel on the truss during later phases of the rehabilitation. As components of the bridge are restored throughout the full project, lead paint will be removed, and organic zinc paint will be applied. The project includes replacement of the concrete deck, installation of a new railing, and reconstruction of the historic plaque. The entirety of this scope of work will be on the bridge structure and ground disturbing activities are not anticipated.

The requested funding will allow the full restoration of the bridge in one project. This represents a significant overall project cost saving exceeding $120,000 when compared to the cost of a phased approach. Areas of savings in completing the full restoration include mobilization, railing construction, and lead-paint containment, disposal, and testing.

Originally constructed in 1909 as a paved trail, Waterford Bridge carried horses, buggies, farm implements, and early automobiles, as well as pedestrians and bicyclists across the Cannon River in rural Waterford Township in south-central Dakota County. With the construction of a parallel vehicle bridge in 2014, Waterford Bridge was converted to serve pedestrians and bicyclists. In 2018, the bridge was closed upon the advice of engineers due to safety concerns related to the structure. Waterford Bridge consists of a 140-ft, steel, riveted and bolted, Camelback truss on concrete abutments.

Until the early 1900s in Minnesota, many bridges were designed by private bridge contractors. Thrift in design was commonplace, leading to many bridge failures. In the spring of 1909, the Dakota County Board demanded improved road and bridge construction within the county and voted to appropriate $2,500 towards half the cost of construction for "a new bridge [over the Cannon River] in the…Town of Waterford." Waterford Township used those funds to award a construction contract for the project to the Hennepin Bridge Company of Minneapolis. To meet the County Board's higher standards for construction, Dakota County engineer Charles A. Forbes created Waterford Bridge's rigid-connected bridge design.

The virtues of pinned versus riveted connections for steel through trusses were a subject of debate for American engineers throughout the late 1800s. Pinned trusses were easier to design and erect, but riveted trusses were sturdier and more durable. The advent of economical and portable field-riveting equipment between 1900 and 1910 eventually tipped the scales in favor of riveted trusses, although it took time for field riveting to establish its reliability. Most rigid-connected through truss bridges from this era rely on riveting alone. The Waterford Bridge features several bolted connections, most notably the bolts connecting the floor beams to the trusses. This was not a common practice in Minnesota and is viewed as an intermediate evolutionary step between pinned construction and riveted construction.

Today, the Waterford Bridge represents one of the earliest extant rigid-connected bridges in Minnesota. Moreover, it is the only known metal through-truss bridge in Minnesota featuring bolted connections. As a unique structure of historical engineering significance, the structure was entered in the National Register of Historic Places in 2010.

Today, funding is requested to hire a professional team of contractors to fully complete the rehabilitation of the bridge. Construction documents developed in 2019 specify the techniques to be used by qualified and experienced bridge rehabilitation contractors to ensure that rehabilitation work will meet SOI Standards. The work will be sensitive to the historic materials to ensure the structure's character-defining features and the historic fabric will be retained. The character-defining features include: 1) the design and construction of a camelback through truss, an increasingly rare bridge type, 2) use of rivets and panel point connections, and 3) early use of bolted connections, notably connecting the floor beams to the trusses. The Grant Managers will work closely with the contracted team to ensure the proposed work and specifications meet the SOI and structural standards.

The Waterford Bridge is a vital connection to the history of the community and is loved by people who continue to seek connections to the Cannon River and to the surrounding area. The continuation of full preservation of the bridge will ensure that future generations are able to appreciate the bridge's unique engineering significance and will once again allow the bridge to serve as an active recreational connection to and over the Cannon River and to nearby communities.

Please select the need and rationale that best fits your project from one of the following:

Need and Rationale (select one): This project addresses strong demand from the public.

Need and Rationale:

The historic Waterford Bridge is vital to the history of Waterford and loved by those whom the bridge represents a connection to the Wild and Scenic Cannon River. The full rehabilitation of the bridge will ensure future generations can appreciate its unique engineering significance and recreational connections between the river and its surrounding communities, including a destination along the Mill Towns State Trail (MTST) and connection to the future MnDNR water access and trailhead at the southern approach. Construction of the MTST connecting Northfield to the southern approach of the Waterford Bridge is currently underway and anticipated to be open to the public in the fall of 2026. The Waterford Bridge is an essential river crossing link to complete the remaining 22 miles of the 95-mile trail network connecting Mankato to Red Wing, which includes the MTST, the Sakatah Singing Hills State Trail, and the Cannon Valley Trail. This is a unique opportunity to repurpose a historic bridge, restored in its original setting, as a bicycle and pedestrian crossing.

The crossing is recognized as an important community landmark, and residents have made significant efforts to save the bridge from deterioration. When scour threatened to undermine the bridge's abutments in the early 1980s, residents raised funds to stabilize the substructure. A successful fundraising effort was repeated in 2011 with a social media campaign resulting in a historic preservation grant awarded to remove and replace the cracked southeast wing wall.

In 2014, a National Trust grant was used to replace the deteriorating southeast abutment and a team of professional engineers prepared a management plan titled Bridge L3275 Local Historic Bridge Report. This plan was requested by MnDOT as part of a comprehensive study performed for historic bridges in Minnesota not owned by MnDOT and provided valuable information about the history and current condition.

Grant funds were again secured in 2017 to hire engineers and historians to determine preservation needs, develop reconstruction designs and prepare plans and specifications. During the inspection, engineers determined that the bridge was significantly compromised in terms of load carrying capacity; elements were in poor condition with spalling concrete, surface rust on steel truss members, and deteriorating deck components. Deemed unsafe, the bridge was closed to the public in 2018.

In 2019, a team of engineers completed a construction plan detailing full restoration of the bridge. The plan addressed the concerns of the 2014 management plan following the SOI Standards. The specifications and cost estimates included in this construction plan were used to determine the scope of work for this grant application.

With proper repair and rehabilitation, the Waterford Bridge will once again serve as a significant historical and engineering landmark for the Township, the County and the State. This unique and historically progressive structure has served the community for over a century. Full preservation will allow the bridge to once again serve generations to come, this time as a recreational connection across the Cannon River for pedestrians, bicyclists, and small recreational vehicles.

Work Plan and Timetable:

Project Plan to Complete Bridge Preservation
The requested funding will allow completion of the full project to be bid and constructed as one project, realizing significant timeline efficiencies and associated cost savings (rather than phasing the project over multiple years). This approach to the scope of work will result in efficiencies in mobilization, traffic control, led paint removal, and application of organic zinc paint. The Waterford Bridge will become fully operational and rehabilitated in accordance with the Secretary of the Interior's Standards in 2027, providing a compelling destination for visitors along the Mill Towns State Trail. The Mill Towns State Trail will be completed to the southern bridge approach in fall of 2025 and the adjacent MnDNR water access and trailhead will be completed in 2026.

The following work plan assumes grant funding for will be available January 1, 2026. All dates are approximate and subject to change per weather and site conditions. Tasks within the work plan may overlap to accommodate for specific conditions throughout the construction process.

Work Plan

1/1/2026 to 3/31/2026:
Pre-Letting Activities
o Set up accounting to process grant funds for funding
o Prepare project documents for project letting
o Section 138 review and approval

4/1/2026 to 5/1/2026:
Bid Project and Award Contract to Contractor.
o To include advertising of project, review of bids and award of contract
o Quarterly assessment of work accomplished

5/1/2026 to 6/30/2026:
• Pre-Construction Activities.
o To include preconstruction meeting, contractor submission of proposed materials and project work plans/submittals (temporary bridge support, etc.), contractor preparation of concrete mockups, and owner selection of materials and finishes to be incorporated into the project
▫ Upon completion of pre-construction approvals, contractor will be approved to proceed with mobilization and construction work

7/1/2026 to 4/30/2027 (subtasks with milestones and quarterly assessments of work accomplished
• Truss Strengthening:
o Toxicity Characteristic Leaching Procedure (TLCP) Test & Mobilization
▫ 10% completion
o Structural Steel Installation
▫ 40% milestone at completion
o Rivet Replacement
▫ 60% milestone at completion
o Lead Paint Removal, Collection, and Disposal
▫ 80% milestone at completion
o Painting of Structural Components (replaced and repaired in this phase)
100% milestone at completion
• Deck Replacement:
o Removal of the existing bridge deck.
▫ 30% at completion
o Complete replacement of the bridge deck.
▫ 85% at completion
o Repainting of tops of floor beams.
▫ 100% at completion
• Painting, Railing and Plaque:
o Full paint system applied to the entire truss.
▫ 60% at completion
o Fabrication of railing (off-site) and installation.
▫ 95% at completion
o Installation of historic plaque.
▫ 100% at completion

4/30/2027 – 6/1/2027:
• 100% Project Closeout
o To include final project walkthrough, completion of punch list items, contractor final submittals, and final payment to contractor
• Prepare & Submit Final Project Report to MNHS
o Completion of all grant contract requirements

Project Personnel:

Project Engineers
Required Qualifications: The project engineers will be Professional Engineers licensed in the state of Minnesota and will have experience with historic bridge rehabilitation. The ideal engineer will have experience with rehabilitation of steel truss structures, including historic truss repair and selection of in-kind materials. The project engineers will follow and be well versed in applicable MnDOT guidelines for historic bridge rehabilitation as well as the SOI Standards for Rehabilitation. The project engineer will have primary responsibility for coordinating with contractors performing construction work, ensuring that plans and specifications are followed, as well as verifying that completed work demonstrates high quality craftsmanship and meets the SOI Standards for Rehabilitation. All completed work must meet the safety and load capacity measures in accordance with the current LRFD Bridge Design Specifications. The project engineer will work with the Grant Managers to complete the project. Todd Howard, a construction engineer with the Dakota County Transportation Department, will fulfil a portion of this role as in-kind match from Dakota County.
Bridge Construction Contractor
Required Qualifications: Demonstrated experience and proper insurance to work with concrete, steel, and historic bridge construction per the project plans and specifications.

Applicant Staff/Personnel
Waterford Township appoints the Deputy Township Clerk to act as the contact person via either e-mail or phone thus avoiding any potential open meeting violations. Administrative work will be done by the Deputy Township Clerk, and the Deputy Township Clerk will serve as the Project Director. The Project Director will also serve as the Co-Grant Manager, alongside another township and county staff members. Any decisions needed by the Township Supervisors will be placed on the meeting agenda for a motion and/or resolution. Township communication and action will be coordinated through the Township Clerk. Dakota County will provide project engineering services. Township staff serving as Project Director and Grant Managers will fulfil roles as an in-kind match from Waterford Township.

Procurement Process to Acquire Services
Waterford Township, with supporting assistance from Dakota County, will submit a formal request for proposal (RFP) and conduct a bidding and/or consultant selection process to acquire construction services for the preservation work. The formal solicitation process will follow the processes outlined by the Minnesota Historical Society as indicated in the grant application instructions. Engineering services are not expected to exceed $25,000. Construction services are expected to exceed $20,000, therefore a formal notice and bidding process will be conducted. The Project Director will prepare and release an RFP. Notification of the RFP will be posted on the Township's website and in local newspapers, after which, a direct-mail solicitation to vendors who may be capable and available to respond will be shared. The Project Director will create a list of criteria to be used to select the winning proposal and facilitate awarding of the bid and contract negotiations. Bid selection will be based on best value, and all requirements for this selection method will be clearly set forth in bid instructions. It is assumed that prevailing wage rules will apply to contractors awarded construction work under this project. Prevailing wage rules have been accounted for in the project budget. The Project Director will be responsible for record keeping and facilitating support documentation of the procurement process.

Have you already selected the proposed grant-funded vendor, consultant, and/or contractor?

Select Yes or No. No

Provide estimates for the following. If none, enter "0":
Estimate the number of project hours worked by newly hired staff to be paid for with grant funds
Enter number: 0

Estimate the number of project hours worked by existing part-time staff to be paid for with grant funds.
Enter number: 0

Estimate the **number of people** (vendors/consultants/contractors) who will work on the project (non staff).

Enter number: 7

Enduring Value:

The Waterford Bridge is vital to the history of Waterford and loved by people for whom the bridge represents a connection to the Wild and Scenic Cannon River and to the surrounding area. The completion of the project will ensure future generations are able to appreciate its unique engineering significance and provide recreational connections between the Cannon River and its surrounding communities, including a destination along the Mill Towns State Trail (MTST) and adjacent MnDNR water access and trailhead. Completing the project will allow the bridge to serve as a destination for people of all ages and abilities to experience the history of the Township and to enjoy the Cannon River and its wildlife, whether as pedestrians, bicyclists, or small vehicle users, as a year-round attraction for generations to come.

Waterford Bridge will immediately become an attractive destination and key link for travelers on the MTST, supporting the connection between Northfield and Lake Byllesby Regional Park. The MTST legislative authorization requires that the State Trail starts at Faribault Junction and the Sakatah Singing Hills State Trail and extends through the towns of Faribault, Dundas, Northfield, Waterford, and Randolph to the Cannon Valley Trail in Cannon Falls. The rehabilitation will complete an enjoyable 6-mile trail loop between Northfield and Waterford for pedestrians and bicyclists, building a tourist presence in the region and contributing to the future of active living in multiple communities, including the Carleton College campus. The bridge will complement the future MnDNR water access and trailhead, to be completed in 2026, along with native landscape restoration along the shore of the Cannon River and surrounding upland areas.

Visitors to the Waterford Bridge, users of the MTST and people recreating along the Cannon River may come from destinations beyond the immediate area. Canoeing and fishing on the Cannon River are both very popular activities, especially for Hmong and Hispanic families, as well as with young people of all backgrounds and trail-based recreation is extremely popular across the state.

There are few dedicated outdoor areas for recreation between Northfield and Cannon Falls. The MTST, MnDNR water access and trailhead, and the link provided by the completed Waterford Bridge will connect recreational sites, while providing an opportunity for people of all abilities to experience recreation within a rural setting. Trail use, river access, and visits to the Waterford Bridge are free to the public, and recreational activities are relatively low-in cost for equipment or gear needed. Per MnDNR requirements and the rehabilitation design, the trail, water access, trailhead and bridge will be ADA accessible and welcoming for people living with disabilities and older adults.

Waterford Bridge has provided a river-focused amenity and historic symbolic identity for the Township for over 100 years. Spanning one of the most beautiful areas of the Cannon River, the bridge offers visitors opportunities to experience a bridge from a bygone era, while connecting communities along the River Corridor. This project will rehabilitate and secure this amenity in perpetuity for future generations.

Sustainability:

Complete preservation of the Waterford Bridge will improve the structural and functional capacity, retain important historic fabric and integrity, and allow Waterford Township to focus on ongoing bridge maintenance at a much lower expense and lower risk of injury for maintenance workers. Maintenance activities are estimated to range between $3-4,000 per year. Once the bridge is restored, this amount will need to be either budgeted through the Township or fundraised with potential for volunteer opportunities. Regular maintenance includes cleaning the ends of abutments and bearings, cleaning debris from the bottom chord and vines from trusses. After rehabilitation of the deck surface is complete, maintenance of deck sealant joints and cracks will be an ongoing activity to be included in annual budget programming.

Dakota County will continue to inspect the bridge on a biennial basis. Any recommended repair work identified by inspectors will be addressed immediately through the Township or the County.

Through the construction efforts, this project will support and provide craft trade jobs to the local economy. It is estimated that 7 or more construction / trade positions will be created over the course of the construction efforts, which includes the use of general contractors and specialty subcontractors with experience in historic concrete restoration and metal fabrication.
To date, the community of Waterford Township and the larger regional community has worked collectively to keep the Waterford Bridge extant. Multiple campaigns over the last few decades have demonstrated the power of stewardship and commitment of a small community to come together for a common cause. Carleton College, the Mill Towns Joint Powers Board, the City of Northfield, the MN Department of Natural Resources, and the Friends of the Mill Town Trail have expressed their support for preservation and repairs to this bridge. When Waterford Township received the National Trust for Historic Preservation grant of $95,000 (2011), the Township matched $60,000 plus interest to complete the repair of the southeast abutment, with widespread community support. With the award of $106,800 in grant funding (2017) to complete the bridge rehabilitation plans and specifications in 2019, the Township matched with $7,500 and in-kind volunteer hours valued at over $27,000. The 2019 award of a Minnesota Historical and Cultural Heritage Grant provided $342,318 in funding for the first phase of the rehabilitation project. This amount was matched by $52,500 of in-kind professional services. When the rise in market prices for materials and labor in 2021 created a deficit in funding to complete Phase I, a collaborative effort from Dakota County, Friends of the Mill Towns Trail and Waterford Township provided gap funding in the amount of $131,500 to ensure that the project could be completed. To complete the project in 2027 as requested in this application, $2,295,000 has been secured through an LCCMR grant, the Township has committed $30,000 in cash donation towards the project, and in-kind volunteer hours valued at over $33,000 have been committed by the Township and Dakota County.

MEASURABLE OUTCOMES AND EVALUATION

MEASURABLE IMPACTS AND INDICATORS

Term	Expected Impact	Progress Indicator
Short Term	All phases of construction are bid, awarded, and implemented with no adverse effect to the bridge’s historic character-defining features, design, and materials.	Final scope of work for is signed off by the Grant Managers. Final construction work satisfies the Secretary of the Interior’s Standards for Rehabilitation and meets criteria of grant. The Bridge is open for use, is structurally sound, and fully rehabilitated.
Intermediate Term	Bridge is completely opened to the public for recreational use by pedestrians, bicyclists and snowmobiles, providing a continuous trail connection and opportunity for people to engage in active living while connecting to the Canon River.	Increased use is measured by inclusion of the bridge in future community events, group bike rides and increase in number of users over time (to be evaluated on an annual basis through trail counting efforts). Visitors and users of the bridge and adjacent trail are reflective of the demographics of the three-county area. The bridge continues to serve as a historic icon for the township and surrounding rural community.
Long Term	Educational, economic, environmental benefits to the community from retention of historic bridge. Continued community use of historic bridge, meeting necessary engineering and safety requirements.	Structure remains in place, in good condition and open for bicycles and pedestrians to serve as a visible example of Minnesota's Engineering Heritage. Improvement in bridge's Sufficiency Rating measuring its structural and functional adequacy; extension of

		bridge's expected lifespan. The bridge continues to serve as a historic landmark and identifying characteristic for the Township of Waterford, as well as a destination along the statewide trail network. Visitors and users of the bridge and adjacent trail continue to be reflective of the demographics of the three-county area.

PUBLIC INFORMATION

After the Minnesota Historical Society has either approved or denied a grant program application, the application record, which includes attachments, is accessible to the public upon request except for trade secret data as defined and classified in Minnesota Statute Section 13.37.

APPLICATION ATTACHMENTS AND REQUIRED DOCUMENTATION

REQUEST DOCUMENTS

Waterford 30805 exec.pdf

_Agreements
Added by Carolyn Veeser-Egbide at 12:16 PM on March 10, 2026

IMPACT ON POPULATION_Waterford Bridge_9.12.2025.pdf

Added by Elizabeth Wheeler at 1:48 PM on September 12, 2025

WORK PLAN AND BUDGET_Waterford Bridge 2025.pdf

Added by Elizabeth Wheeler at 1:07 PM on September 12, 2025

SPECIFICATIONS_BR L3275_05.2019.pdf

Added by Elizabeth Wheeler at 1:07 PM on September 12, 2025

SOW FORM_BR3275_09.10.2025.pdf

Added by Elizabeth Wheeler at 1:07 PM on September 12, 2025

SITE AND CONTEXT MAP_Waterford Bridge_9.10.2025.pdf

Added by Elizabeth Wheeler at 1:06 PM on September 12, 2025

RESOLUTION_WATERFORD TOWNSHIP_9.11.2025.pdf

Added by Elizabeth Wheeler at 1:06 PM on September 12, 2025

REGIONAL TRAIL NETWORK MAP_Waterford Bridge_9.10.2025.pdf

Added by Elizabeth Wheeler at 1:06 PM on September 12, 2025

PHOTO KEY_BR3275_09.10.2025.pdf

Added by Elizabeth Wheeler at 1:06 PM on September 12, 2025

NRHP_REGISTRATION FORM_BR3275_07.08.2010.pdf

Added by Elizabeth Wheeler at 1:05 PM on September 12, 2025

LETTERS OF SUPPORT_Waterford Bridge_09.12.2025.pdf

Added by Elizabeth Wheeler at 1:05 PM on September 12, 2025

DRAWINGS_BR L3275_05.31.2019.pdf

Added by Elizabeth Wheeler at 1:05 PM on September 12, 2025

BROCHURE_Waterford Bridge_9.10.2025.pdf

Added by Elizabeth Wheeler at 1:04 PM on September 12, 2025

Environment and Natural Resources Trust Fund

M.L. 2025 Approved Work Plan

General Information

ID Number: 2025-055

Staff Lead: Tom Dietrich

Date this document submitted to LCCMR: June 5, 2025

Project Title: Cannon River Preservation and Access

Project Budget: $2,717,000

Project Manager Information

Name: Lisa West

Organization: Dakota County

Office Telephone: (952) 891-7018

Email: Lisa.West@CO.DAKOTA.MN.US

Web Address: https://www.co.dakota.mn.us/Pages/default.aspx

Project Reporting

Date Work Plan Approved by LCCMR: June 24, 2025

Reporting Schedule: March 1 / September 1 of each year.

Project Completion: June 30, 2028

Final Report Due Date: August 14, 2028

Legal Information

Legal Citation: M.L. 2025, First Special Session, Chp. 1, Art. 2, Sec. 2, Subd. 09a

Appropriation Language: $2,717,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with Dakota County to rehabilitate the historic Waterford Bridge for the Mill Towns State Trail; restore and enhance upland shoreline, forest, and prairie habitats; and develop a trailhead and recreational access to the Cannon River.

Appropriation End Date: June 30, 2028

Narrative

Project Summary: The project includes rehabilitating the historic Waterford Bridge for the Mill Towns State Trail, restoring land for habitat, and improving recreational access to the Cannon River.

Describe the opportunity or problem your proposal seeks to address. Include any relevant background information.

Designated as a state Wild and Scenic River in 1980, the Cannon River is bounded by rolling hills, bluffs, farmland and woods, providing scenic, recreational, and historic value to the surrounding area. Constructed in 1909, the Waterford Bridge was open for crossing the Cannon River in rural Waterford Township until it was closed in 2018 due to need for structural improvements. Listed on the National Register of Historic Places in 2010, the bridge has been recognized as a significant community landmark, a critical link in the planned Mill Towns State Trail from Faribault to Cannon Falls, and a place for wildlife viewing and fishing.

Currently, there is no public river access on the twelve-mile stretch of the Cannon River Water Trail between the City of Northfield and Lake Byllesby. Approximately 83.5 acres of land adjacent to the Cannon River and the Waterford Bridge has become available for conservation and recreational improvements. This collaboration between Waterford Township, Dakota County and the Department of Natural Resources will allow the historic Waterford Bridge to be rehabilitated and opened to the public as a future section of the Mill Towns State Trail, restore habitat, and provide public access to the Cannon River.

What is your proposed solution to the problem or opportunity discussed above? Introduce us to the work you are seeking funding to do. You will be asked to expand on this proposed solution in Activities & Milestones.

The proposed project will:

a) Rehabilitate an historic and culturally significant bridge to provide a pedestrian and bicycle crossing of the Cannon River. Structural repairs will include gusset plate strengthening, deck removal and replacement, and installation of a temporary railing, allowing the re-opening of the historic Waterford Bridge for the Mill Towns State Trail.

b) Stabilize riverbanks and restore cropland to prairie, upland and floodplain forest to support habitat for migratory birds, wood and Blanding's turtles, and other wildlife.

c) Develop a new trailhead and public water access to support the Mill Towns State Trail and Cannon River Water Trail. A small parking lot, spur trail connection, carry-in access to the river, shore fishing area, and interpretive kiosk will be constructed. Interpretive elements will celebrate the history of the Waterford Bridge, tell the story of the surrounding land, which has been farmed continuously for five generations, and provide information on the significant wildlife habitat of the river corridor.

Note: Fee title land donation and conservation easement acquisitions are a part of this comprehensive project; however, no ENRTF grant funds are being requested for these acquisitions.

What are the specific project outcomes as they relate to the public purpose of protection, conservation, preservation, and enhancement of the state's natural resources?

This project will have three primary outcomes:

a) Rehabilitation of the historic Waterford Bridge, a state and national landmark, will provide a critical access and connection for the Mill Towns State Trail across the Cannon River.

b) Restoration of shoreline (approx. 3,600 LF), floodplain forest (18.3ac), cropland-to-prairie (24.1ac), and upland forest (17.5ac) will be restored to provide improved wildlife habitat. Restoration will occur on permanently protected land.

c) Development of the trailhead and public river access will enhance the state-designated Wild and Scenic River, Cannon River State Water Trail and the future Mill Towns State

Project Location

What is the best scale for describing where your work will take place?

Region(s): Metro

What is the best scale to describe the area impacted by your work?

Region(s): Metro

When will the work impact occur?

In the Future

Activities and Milestones

Activity 1: Rehabilitation of Waterford Bridge for Public Use - Capital Construction Project

Activity Budget: $2,295,000

Activity Description:
This activity is focused on completing Phases II and III of the full rehabilitation of the historic Waterford Bridge, with the completion of Phase I (repair and reconstruction of abutments and replacement of truss bearings) completed in 2021. Phase II will include repairs to strengthen the gusset plates of the bridge structure. Phase III will include removal and subsequent replacement of the bridge deck, as well as installation of a temporary railing so the bridge will be safe for pedestrians and bicyclists using the Mill Towns State Trail, as well as wildlife enthusiasts visiting the area. This activity includes completion of updated engineering documents required for Phase II and III construction, permitting, project bidding, awarding of contract to specialized bridge rehabilitation contractor, construction administration, staking, mobilization, erosion and site control, punch list completion, and final inspections. Closeout activities (Milestone 5) will include Notice of Funding Restriction Recorded, Certificate of Occupancy (or equivalent) obtained, Signage installed with ENRTF Language, and the bridge will be open for full intended use.

Activity Milestones:

Description	Approximate Completion Date
Construction documents, project bidding and contract award for Phases II and III	October 31, 2025
SHPO consultation, permitting review, ESA, Title Review, Survey, Notice of Funding Restriction Recorded, Funds Secured	October 31, 2025
Completion of Phase III bridge deck removal and replacement	December 31, 2026
Completion of Phase II gusset plate strengthening repairs	April 30, 2027
Bridge open to full public use by pedestrians and bicyclists	July 31, 2027

Activity 2: Restoration

Activity Budget: $251,999

Activity Description:
This activity will be based on the initial development of preliminary Natural Resource Management Plans (NRMPs) for the 1.5-acre donated land and 83.5 acres protected by permanent conservation easements. These NRMPs, signed by the property owner and County, include natural resource assessments, development of management units, recommended plant communities, restoration priorities, schedule, and estimated costs. Requests for Proposals for implementing the NRMPs will be distributed to contractors, with the winning bid(s) becoming the basis for finalizing the NRMPs and developing Management Agreements between the landowner and the County that describe restoration activities, responsibilities, attributed costs, and schedule. Expected restoration activities will include conversion of former cropland to wet and mesic prairie, riverbank stabilization and shoreline restoration, invasive species removal from floodplain and upland forests, seeding, installing vegetative plugs, and planting trees and shrubs of native species. An evaluation of the restoration activities will be completed with adaptive management recommendations.

Activity Milestones:

Description	Approximate Completion Date
Complete Natural Resource Management Plan for Restoration	December 31, 2025
Comply with State CCM, Historic/Archeological, and Contracting Requirements	March 31, 2026
Restoration of cropland, floodplain, and upland forest, and shoreland stabilization	June 30, 2028
Evaluation of restoration activities completed	June 30, 2028

Activity 3: Cannon River Trailhead and Access Development - Capital Construction Project

Activity Budget: $170,000

Activity Description:
This activity is focused on the development of the Cannon River Trailhead and Water Access. The 1.5-acre public area, adjacent to two local roads, the Cannon River and the historic Waterford Bridge, will be owned and developed in partnership with the Minnesota DNR. The planned improvements include a small parking lot, spur trails to the State Trail, carry-in access to a watercraft landing, shore fishing area, interpretive kiosk, seating and native landscaping. Interpretive elements will celebrate the history of the Waterford Bridge, tell the story of the surrounding land (which has been farmed continuously for five generations), and provide information on the significant wildlife habitat of the river corridor. This activity will include completion of the final design and construction documents for the site design, project bidding and award of the construction contract, oversight and construction administration during construction, all necessary permits and inspections, and native landscaping. The final milestone will include Notice of Funding Restriction Recorded, Certificate of Occupancy (or equivalent) obtained, signage installed with ENRTF language, and an open and publicly accessible trailhead that supports passive outdoor recreation in the Cannon River Valley.

Activity Milestones:

Description	Approximate Completion Date
Complete design and construction documents, ESA, Title Review, Survey, Notice of Funding Restriction, SHPO Consultation	October 31, 2025
Project bidding and award of contract, construction funds legally secured	March 31, 2026
Construction of trailhead and access improvements	November 30, 2026
Trailhead and access open to the public, including signage installed with ENRTF language and logo	April 30, 2027

Activity 4: Acquisition

Activity Budget: $1

Activity Description:
This activity focuses on acquiring two permanent natural area conservation easements totaling 34.93 acres, acquiring 3.12 acres of fee title from the Dudley Trust and Shawn and John Dudley, and acquiring a 32.9-acre permanent natural area conservation easement on the adjacent Gary Nelson property.

Activity Milestones:

Description	Approximate Completion Date
Acquisition of easements and fee title from Dudley Trust, and Shawn and John Dudley	October 31, 2025
Acquisition of easement from Gary Nelson	November 30, 2025

Project Partners and Collaborators

Name	Organization	Role	Receiving Funds
Jody Rader	HKGi	Project Collaborator	No

Dissemination

Describe your plans for dissemination, presentation, documentation, or sharing of data, results, samples, physical collections, and other products and how they will follow ENRTF Acknowledgement Requirements and Guidelines.
Information about this project and ENRTF funding will be presented on Dakota County's parks website using the ENRTF logo, during interpretive programs, with interested media and to natural resource and land management professionals. In addition, Dakota County will display ENRTF signs in several locations within the project area.

Long-Term Implementation and Funding

Describe how the results will be implemented and how any ongoing effort will be funded. If not already addressed as part of the project, how will findings, results, and products developed be implemented after project completion? If additional work is needed, how will this work be funded?
The Dakota County Transportation Department will administer bridge restoration contracts. The Dakota County Parks Department Natural Resource Unit will coordinate initial and on-going restoration. Construction of the Trailhead and Access will be through a cooperative agreement between the DNR and Dakota County, with future operational management and maintenance becoming the responsibility of the DNR. Waterford Township will own the bridge and complete the final phase of bridge restoration (painting) through additional fundraising and grant seeking efforts. Land donation for access and easement acquisitions, not being funded by this grant, will be conducted by the Dakota County Real Estate Office.

Other ENRTF Appropriations Awarded in the Last Six Years

Name	Appropriation	Amount Awarded
Reintroduction Of Bison To Spring Lake Park Reserve	M.L. 2021, First Special Session, Chp. 6, Art. 6, Sec. 2, Subd. 08q	$560,000

Budget Summary

Category / Name	Subcategory or Type	Description	Purpose	Gen. Ineligible	% Benefits	# FTE	Classified Staff?	$ Amount
Personnel								
Construction and Grant Administration		Staff to provide construction and grant administration, and oversight for bridge rehabilitation, and trailhead and access construction.			25%	1.5		$75,000
Natural Resources Project Manager		A Dakota County Parks Natural Resource Department project manager will hire consultants through a competitive bid process and oversee the preparation of restoration plans and will administer the restoration process.			25%	0.5		$45,000
							Sub Total	**$120,000**
Contracts and Services								
Bridge Rehabilitation Contractor Phase II	Service Contract	Contractor to be competitively awarded to perform construction related to the bridge rehabilitation for Phase II. Contractor will have demonstrated experience and proper insurance to work with concrete and steel, and perform historic bridge construction per the plans and specifications.				0		$620,000
Bridge Engineer	Service Contract	Professional Engineer licensed in the state of Minnesota will have experience with historic bridge rehabilitation. Will provide updated construction documents and will coordinate and provide oversight for bridge rehabilitation work.				0		$17,000
Trailhead Contractor	Service Contract	Contractor to be competitively awarded to perform construction related to the trailhead and river access improvements. Contractor to have demonstrated experience and proper insurance to perform grading, installation of design elements and restoration to complete the project.				0		$170,000
Bridge Rehabilitation Contractor Phase III	Service Contract	Contractor to be competitively awarded to perform construction related to the bridge rehabilitation for Phase III. Contractor will have demonstrated experience and proper insurance to work with concrete and steel, and perform historic bridge construction per the plans and specifications.				0		$1,538,000

Natural Resource Restoration	Service Contract	Riverbank restoration, prairie establishment, and woodland forest restoration.				0		$252,000
							Sub Total	**$2,597,000**
Equipment, Tools, and Supplies								
							Sub Total	**-**
Capital Expenditures								
							Sub Total	**-**
Acquisitions and Stewardship								
							Sub Total	**-**
Travel In Minnesota								
							Sub Total	**-**
Travel Outside Minnesota								
							Sub Total	**-**
Printing and Publication								
							Sub Total	**-**
Other Expenses								
							Sub Total	**-**
							Grand Total	**$2,717,000**

Classified Staff or Generally Ineligible Expenses

Category/Name	Subcategory or Type	Description	Justification Ineligible Expense or Classified Staff Request

Non ENRTF Funds

Category	Specific Source	Use	Status	$ Amount
State				
Cash	Minnesota Historical and Cultural Heritage Grant (MHS)	Funds used to complete Phase 1 of the Waterford Bridge rehabilitation, which was completed in 2021.	Secured	$639,000
In-Kind	MN DNR	MN DNR has committed funds to be used toward the design and engineering of the Cannon River Trailhead and Access.	Secured	$30,000
Cash	ML22 Outdoor Heritage Fund Grant	Partial payment of easement acquisition costs - Dudley property	Secured	$275,625
Cash	ML22 Outdoor Heritage Fund Grant	Partial payment of easement acquisition costs - Nelson property	Secured	$151,875
			State Sub Total	**$1,096,500**
Non-State				
Cash	Waterford Township	Waterford Township has committed funds to be used for the rehabilitation of the Waterford Bridge, as described in Activity 1 (gusset strengthening, deck removal and replacement).	Secured	$30,000
In-Kind	Land Donation	Private landowner has committed to donating 1.5 acres of land to be used for the Cannon River Trailhead and Access.	Pending	$13,000
Cash	County Grant-Match for OHF ML22	Partial payment of easement acquisitions costs - Nelson property	Secured	$50,625
Cash	County Grant-Match for OHF ML22 Grant	Partial payment of easement acquisition costs - Dudley property	Secured	$91,875
			Non State Sub Total	**$185,500**
			Funds Total	**$1,282,000**

Total Project Cost: $3,999,000

This amount accurately reflects total project cost?

Yes

Acquisition and Restoration

Parcel List

Name	County	Site Significance	Activity	Acres	Miles	Estimated Cost	Type of Landowner	Easement or Title Holder	Status of Work
Conservation Easement Central	Dakota	Riverbank restoration, floodplain restoration, cropland conversion to restored prairie, upland forest restoration	Restoration	24.5	0.41	$125,300	Private	Dakota County	Negotiations In Progress
Conservation Easement East	Dakota	Riverbank restoration, floodplain forest restoration, cropland conversion to restored prairie, upland forest restoration	Restoration	20	0.2	$102,400	Private	Dakota County	Negotiations In Progress
Conservation Easement West	Dakota	Riverbank restoration, floodplain forest restoration, cropland conversion to restored prairie	Restoration	15.4	0.2	$24,300	Private	Dakota County	Negotiations In Progress
Totals				**59.9**	**0.81**	**$252,000**			

Restoration

1. Provide a statement confirming that all restoration activities completed with these funds will occur on land permanently protected by a conservation easement or public ownership.

All restoration activities completed with these funds will occur on land protected by a permanent conservation easement or publicly owned.

2. Summarize the components and expected outcomes of restoration and management plans for the parcels to be restored by your organization, how these plans are kept on file by your organization, and overall strategies for long-term plan implementation.

A Natural Resource Management Plan (NRMP) is created for each conservation easement, acquired as part of this project with non-ENRTF funding. The NRMP will define management units, tasks, priorities, estimated costs, and a schedule of work. A five-year Management Agreement (MA) that includes restoration activities, responsibilities and cost-sharing between the County and the landowner is then finalized to begin implementing the NRMP. NRMPs and MAs are kept on file by the County Parks Department and NRMPs are updated every five years or as needed based on annual or seasonal monitoring and progress reporting (adaptive management).

The initial NRMP implementation will be more intensive and will establish the foundation for overall restoration. Based on the results of the initial restoration and required maintenance by the landowner, additional implementation will be discussed and determined by the landowner and the County. Future MAs would be developed to achieve addition natural resource improvements based on mutual landowner and County interest and resources.

3. Describe how restoration efforts will utilize and follow the Board of Soil and Water Resources "Native Vegetation Establishment and Enhancement Guidelines" in order to ensure ecological integrity and pollinator enhancement.

Dakota County uses and follows the guidelines of BWSR's "Native Vegetation Establishment and Enhancement Guidelines" for all of our restoration and enhancement efforts in County parks, greenways and conservation easements. We will continue to restore and enhance these proposed projects in accordance with these guidelines for seed and plant sources, diversity levels, cultivar use, protecting plant communities, preventing the introduction of invasive species, and planting and management strategies for climate change.

4. Describe how the long-term maintenance and management needs of the parcel being restored with these funds will be met and financed into the future.

For all restoration and enhancement projects implemented by the County on County-owned property or County-held conservation easements, we are committed to long-term maintenance and management. The initial completion of the project with the grant period is just the beginning of the process and commitment. In subsequent years, we ensure that these sites continue to become well-established and do not revert to their former degraded condition. The County hires and contracts with professional ecological restoration firms that provide experienced crews to maintain these sites. We also use volunteers and Conservation Corps of Minnesota/Iowa crews to assist with these efforts. The County has invested hundreds of thousands of dollars maintaining these restored and enhanced sites in the County over many years, and the Dakota County Board of Commissioners continues to be committed to maintaining these sites in perpetuity. For conservation easements acquired by the County on private property, our practice has been to continue to partner with the landowner to maintain the easement area when the restoration process transitions to maintenance within restored easement areas to protect the public investment made on private property.

5. Describe how consideration will be given to contracting with Conservation Corps of Minnesota for any restoration activities.

Dakota County has an ongoing, multi-year partnership with Conservation Corps Minnesota/Iowa. We host a full-time crew to perform project work within our parks. Our approach for these projects will be to include them where the required tasks align with their skills, mission and equipment.

6. Provide a statement indicating that evaluations will be completed on parcels where activities were implemented both 1) initially after activity completion and 2) three years later as a follow-up. Evaluations should analyze improvements to the parcel and whether goals have been met, identify any problems with the implementation, and identify any findings that can be used to improve implementation of future restoration efforts at the site or elsewhere.

Dakota County has a robust monitoring and evaluation program for restoration and enhancement project sites. Vegetation is monitored at these sites by established scientific methods, including Releve` method surveying, transects and timed-meanders. Staff collect data each year for at least ten years following project completion and evaluate it by the Floristic Quality Assessment method. In addition, restoration activities such as site preparation methods, seeding rates, seed mixes/lists, planting methods, watering methods, establishment management efforts during the project, prescribed burning, mowing, etc. are documented. The restoration process is evaluated, discussed and documented and we use the Adaptive Management approach to guide and improve our future implementation efforts. Animals of various classes are also surveyed to determine impacts on animal assemblages of the habitat type associated with the restoration efforts.

Attachments

Required Attachments

Map

File: e29cd431-53c.pdf

Alternate Text for Map

Map of regional context showing the project location within Dakota County, a local context map showing the project area in relation to recreational destinations, and a project area map showing the conservation easement, trailhead, bridge and trail route included in the project proposal....

Financial Capacity

Title	File
Dakota County Financial Capacity Document	148cb0f5-3ec.pdf

Board Resolution or Letter

Title	File
Dakota County Board Resolution	4f575227-fd8.pdf

Supplemental Attachments

Capital Project Questionnaire, Budget Supplements, Support Letter, Photos, Media, Other

Title	File
Waterford Township Resolution of Support	3dccd3da-06b.pdf
Capital Project Questionnaire	7370af25-67c.pdf
Waterford Bridge Informational Brochure	624c5124-36c.pdf
Waterford Bridge Photos	d9bef3b9-1c6.pdf
Capital Construction Budget Addendum	522e3fe1-4f8.xlsx
Full Project Budget Summary	1c6860ac-5f3.pdf
Cannon River Access and Restoration Map	187fabd2-e5c.pdf

Difference between Proposal and Work Plan

Describe changes from Proposal to Work Plan Stage

Land/easement acquisition was removed from the grant proposal and will be funded by other sources. The amount of land proposed to be restored was reduced, due to higher restoration cost estimates.

Additional Acknowledgements and Conditions:

The following are acknowledgements and conditions beyond those already included in the above workplan:

Do you understand and acknowledge the ENRTF repayment requirements if the use of capital equipment changes?

N/A

Do you understand that travel expenses are only approved if they follow the "Commissioner's Plan" promulgated by the Commissioner of Management of Budget or, for University of Minnesota projects, the University of Minnesota plan?

N/A

Does your project have potential for royalties, copyrights, patents, sale of products and assets, or revenue generation?

No

Do you understand and acknowledge IP and revenue-return and sharing requirements in 116P.10?

N/A

Do you wish to request reinvestment of any revenues into your project instead of returning revenue to the ENRTF?

N/A

Does your project include original, hypothesis-driven research?

No

Does the organization have a fiscal agent for this project?

No

Does your project include the pre-design, design, construction, or renovation of a building, trail, campground, or other fixed capital asset costing $10,000 or more or large-scale stream or wetland restoration?

Yes

Do you propose using an appropriation from the Environment and Natural Resources Trust Fund to conduct a project that provides children's services (as defined in Minnesota Statutes section 299C.61 Subd.7 as "the provision of care, treatment, education, training, instruction, or recreation to children")?

No

Provide the name(s) and organization(s) of additional individuals assisting in the completion of this project:

Jody Rader, HKGi; Al Singer, Dakota County Real Estate Office Manager, and Lil Leatham, Senior Planner

Do you understand that a named service contract does not constitute a funder-designated subrecipient or approval of a sole-source contract? In other words, a service contract entity is only approved if it has been selected according to the contracting rules identified in state law and policy for organizations that receive ENRTF funds through direct appropriations, or in the DNR's reimbursement manual for non-state organizations. These rules may include competitive bidding and prevailing wage requirements

Yes, I understand

Dakota County Contract #DCATBD

JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE TOWNSHIP OF WATERFORD FOR

Waterford Bridge No. L3275 Rehabilitation, Dakota County Project No. 97-224

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

WHEREAS, Dakota County ("County") is a political subdivision of the State of Minnesota; and

WHEREAS, the Township of Waterford ("Township") is a Minnesota municipal corporation (collectively herein the County and the Township are referred to as the "Parties"); and

WHEREAS, the Township desires to rehabilitate and strengthen portions of the steel truss and sandblast and paint the steel trusses for existing bridge L3275 on Canada Avenue W. in Waterford Township which will be referred to in this Agreement as the "project" to be identified as County Project (CP) 97-224; and

WHEREAS, On March 10, 2026, the Township received the signed grant agreement for the "Waterford Bridge Preservation – Project Completion G-MHCG-2507-30805" Historical and Cultural Heritage Grant award in the amount $295,000; and

WHEREAS, the Township desires to appoint the Dakota County Engineer as its agent to carry out the work of this project as specified in this Agreement; and

WHEREAS, said Dakota County Engineer is willing to carry out the work of the project, on behalf of the Township, under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement ("Agreement"), the Parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1
Purpose

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the Township for the Waterford Bridge No. L3275 Rehabilitation, Dakota County Project No. 97-224 (Exhibit 1), as more fully described herein.

ARTICLE 2
Parties

The Parties to this Agreement are the Township and County. County is acting by and through its Physical Development Division. Township is acting by and through its City Clerk.

ARTICLE 3
Term

This Agreement shall be effective on the date of the signature (Effective Date) of the last Party to sign this Agreement and expires on December 31, 2029, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4
Cooperation

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 5
County's Obligations

5.1. Plans and Specifications. The County will prepare plans and specifications for the project. The plans and specification s are subject to approval of the Township.

5.2. Bidding. The County will advertise for bis for the project in accordance with state law and provide the Township with an analysis of the bids received. The County must obtain the Township's approval of the bid before the County awards the contract pursuant to the terms of this Agreement.

5.3. Contract Award. The County shall prepare contract documents and administer the contract on behalf of the township in accordance with state law. The Dakota County Board of Commissioners will award the contract to the lowest responsible bidder in accordance with state law.

5.4. Construction. The County, or its agents or contractors, agree to act as the Township's agent dispersing construction funds and hall construct the Project as generally depicted on Exhibit 1. The Project shall be completed according to the approved Project design plans and specifications.

5.5. Construction Inspection and Contract Administration. The County agrees to perform inspection services during the project and determine whether or not the contractor's work

has been performed in a satisfactory manner. The County will use its best efforts to ensure that all work is carried out in accordance with the project specifications. The County has the right to accept or reject the work performed under the construction contract.

5.6. Acknowledgement. The County shall appropriately acknowledge the occupancy and use of property provided by the Township pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The Township shall appropriately acknowledge the assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.

5.7. Compliance with Laws/Standard. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the construction of the work anticipated by this Project. The County or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

5.8. County Responsibility for Project Delivery. The County will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The Township will have no actual or implied legal responsibility to the County relating to the above obligations and responsibilities of the Project.

ARTICLE 6
Township's Obligations

6.1 Payment to the County. The Township agrees to reimburse the County for construction and professional services costs up to $325,000 upon project completion and within 60 days of receiving an invoice from the County. This amount includes the $295,000 G-MHCG-2507-30805 MN Historical and Cultural Grant (Exhibit 2) amount awarded to Waterford Township, and cash match described in the Grant agreement of $30,000. The County intends to invoice the Township for the Township's costs at times during construction and at the end of the project. If any portion of an itemized claim is questioned by the Township, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

ARTICLE 7
Termination

7.1 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching

Party has provided the other Party with notice of material breach and a reasonable opportunity to cure.

7.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, the County may terminate this Agreement immediately in the event the County determines that sufficient funds from Township, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement.

ARTICLE 8
Authorized Representatives and Liaisons

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To the Township:

Tom Davis, or successor
City Clerk
P.O. Box 531
Northfield, MN 55057

To the County:
Georg T. Fischer
Assistant County Manager: Physical Development Director
14955 Galaxie Avenue
Apple Valley, MN 55124

8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the Township. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

Township Liaison
Elizabeth Wheeler
Deputy Clerk
Telephone: (507) 261-3235
Email: deputyclerk1948@gmail.com

County Liaison
Tony Wotzka
Greenways Manager
Telephone: (952) 891-7966
Email: tony.wozka@co.dakota.mn.us

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ARTICLE 9
Liability

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 10 shall survive the expiration or termination of this Agreement.

ARTICLE 10
General Provisions

10.1 Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the project and following completion of the project.

10.2 Change Orders. Any change orders or supplemental agreements that affect the project cost participation must be approved by appointed representatives of both Parties prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

10.3 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization form their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.

10.4 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the Township as the employee of the other entity for any purpose or in any manner whatsoever.

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10.5 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

10.6 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.

10.7 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

10.8 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.

10.9 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

10.10 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

10.11 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

10.12 Authority. The person or persons executing this Joint Powers Agreement on behalf of the Township and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

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10.13 Electronic Signatures. Each Party agrees 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.

[Signature page follows.]

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

DAKOTA COUNTY

By: _____
Georg Fischer, Assistant County Manager: Physical Development

Date of signature: _____

Dakota County Contract #DCATBD
County Board Res. TBD

TOWNSHIP OF WATERFORD

By: _____
Chair of the Town Board

Date of Signature: _____

By: _____
Tom Davis, Township Clerk

Date of Signature: _____

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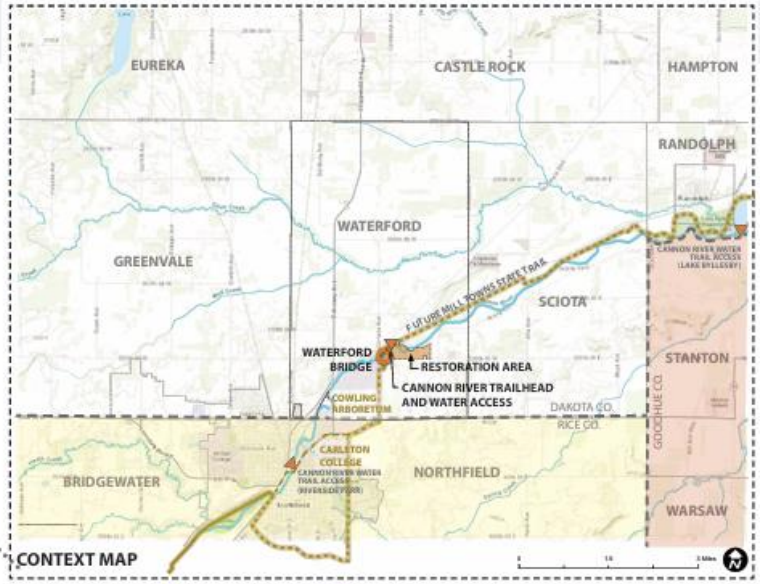
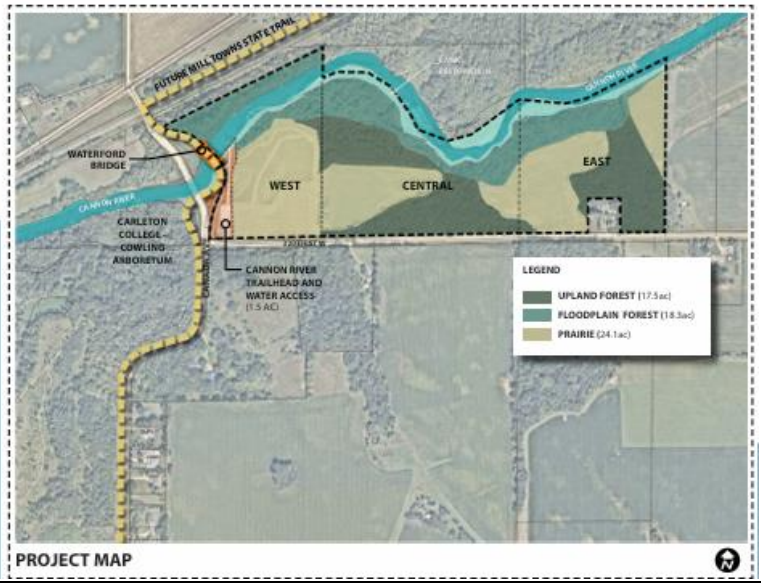
EXHIBIT 1

Project Area and Restoration details

Regional Context



Waterford Bridge (2020)



Year	Description
2026* *(funds permitting)*	Truss Strengthening to be completed.
2026* *(funds permitting)*	Deck Replacement to be completed.
2027* *(funds permitting)*	Truss Painting, Railing and Plaque to be completed for the full bridge rehabilitation allowing the structure to be completely open for use by pedestrians, bicyclists, and for other non-motorized recreation.

**Phases can be combined to complete the project earlier if sufficient funds can be secured.*

EXHIBIT 2

Minnesota Historical and Cultural Heritage Grant Agreement

2026-03

5605776

MINNESOTA HISTORICAL SOCIETY

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

Account No.	Fiscal Year	Object Code	MNHS Grant No.	Amount	
02484	2026	5260	2507-30805	**$295,000.00**	grant
				$2,358,996.00	match

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and **Waterford Township**, P.O. Box 531 Northfield, Minnesota herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2025, Chapter 36, Article 4, Section 4, Subdivision 3 approved funding to the SOCIETY for statewide historic and cultural grants to local, county, regional, or other historical or cultural organizations or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Waterford Bridge Preservation – Project Completion* meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Governing Board approved a grant recommended for funding by the Historical Resources Advisory Committee on December 11, 2025.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

A. The project period for this activity is from January 01, 2026 to June 01, 2027.

B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.

C. The official Scope of Work Form as approved by the SOCIETY supersedes the GRANTEE's grant application scope of work form and is included as Attachment C and hereby incorporated by reference. All work on the project will be in conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

D. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.

E. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.

F. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

G. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

4277

EXHIBIT 2

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Board of Commissioners

Request for Board Action

Item Number: DC-5764 **Agenda #:** 11.2 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With The State Of Minnesota For Waterford Bridge Rehabilitation And Amend 2026 Parks Capital Improvement Project Budget

RESOLUTION

WHEREAS, in 2026, Waterford Township was awarded a Minnesota Historical Society Legacy grant for $295,000 for rehabilitation of the historic Waterford Bridge (Bridge L3275); and

WHEREAS, the Waterford Bridge, constructed in 1909, represents one of the earliest camelback through truss rigid-connected bridges in Minnesota that is still in existence and was entered in the National Register of Historic Places in 2010; and

WHEREAS, the Waterford Bridge is an important community landmark that Waterford Township has made significant efforts to preserve; and

WHEREAS, Waterford Township's goal is that the historic bridge be fully rehabilitated so future generations can appreciate the unique engineering significance and that the bridge will eventually become a crossing for the Mill Towns State Trail; and

WHEREAS, Dakota County and Waterford Township previously partnered to complete Phase I Rehabilitation of the bridge in 2021 by Resolution No. 20-159, (March 24, 2020); and

WHEREAS, State of Minnesota, Department of Natural Resources, desires to execute a joint powers agreement with Dakota County for the rehabilitation of the historic Waterford Bridge parallel to Canada Avenue W; and

WHEREAS, Dakota County will provide staff administration of the project for the duration of the project; and

WHEREAS, Dakota County will use $295,000 of Minnesota Historical Society grant funds for construction and will be reimbursed by Waterford Township acting as a funding pass through; and

WHEREAS, State of Minnesota, Department of Natural Resources, will use funding up to $500,000 for Construction and will be reimbursed by State of Minnesota acting as a funding pass through; and

WHEREAS, Waterford Township will continue to own and maintain the bridge; and

WHEREAS, State of Minnesota, Department of Natural Resources will continue to own and maintain the trail; and

WHEREAS, staff recommends executing a joint powers agreement with State of Minnesota, Department of Natural Resources to administer and advance fund Bridge rehabilitation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to execute a joint powers agreement with State of Minnesota for Dakota County to administer the project and for Dakota County to use State funding up to but not to exceed $500,000 for rehabilitation construction activities, subject to approval by the Dakota County Attorney's Office as to form.

BE IT FURTHER RESOLVED, That the 2026 Parks Capital Improvement Program Budget is hereby amended as follows:

Expense
Cannon River Preservation and Access: Waterford Bridge (2000456): $500,000
Total Expense: $500,000

Revenue
State of Minnesota: $500,000
Total Revenue: $500,000

BACKGROUND
The Waterford Bridge (Attachment: Waterford Bridge) is on the planned Mill Towns State Trail (MTST), which will connect Faribault to the Cannon Valley Trail. Dakota County's Greenway System will co-locate and manage a portion of MTST that connects West and East Lake Byllesby Regional Park approximately four miles from the Waterford Bridge (Attachment: Project Location).

The Township has raised funds to repair the bridge in the 1980s, and in 1991, when a new vehicular bridge was built, the Township chose to maintain the historic bridge for pedestrian and bicycle use. In 2011 and 2014, the Township again raised funds to stabilize the structure.

The rehabilitation work includes repairing the abutments and bearings, strengthening and painting the trusses, and repairing the decking and repainting

A contract to complete a second phase of rehabilitation was previously proposed in 2023. Bids were received and tabulated on September 28, 2023, for this repair work. Only one bid was submitted, and it was 96% over the engineer's estimate and by Resolution No. 23-539 (November 28, 2023), the bid was rejected. County staff agreed to continue to partner with the Township and the Department of Natural Resources to seek future grant opportunities.

Waterford Township has requested Dakota County's continued assistance with the remaining Bridge Rehabilitation, where Dakota County staff will administer the project on behalf of the Township, and Dakota County will advance fund the grant (Attachment: 2026 Minnesota Historical Society Grant and Attachment: 2025 ENRTF LCCMR Grant). The JPA between Dakota County and the State will codify funding, ownership and construction roles and responsibilities (Attachment: Draft Joint Powers

Agreement).

RECOMMENDATION

Staff recommends executing a JPA with the State of Minnesota for Bridge rehabilitation of the Mill Towns State Trail Waterford Bridge. Dakota County to administer the project, for Waterford Township to use awarded Minnesota Historical Society Legacy (MNHS) grant funds for construction and for the State to contribute funding up to $500,000 to fund construction costs that exceed Waterford Township and Dakota County grant funds awarded for County Project 97-244. Waterford Township to continue to own and maintain the bridge, and the DNR will continue to own and maintain the trail. No additional maintenance costs for the County.

FINANCIAL AND STAFFING IMPACTS

There is sufficient external funding in the 2025 LCCMR Appropriations (ENRTF) to fund all or a portion of the bridge rehabilitation project using the additional grant amount of $295,000 that Waterford Township received with a 2026 MNHS Grant. Waterford Township will also provide a $30,000 cash match as part of the 2026 MNHS Grant. The external grant funds will be used for construction administration and inspection, and construction services for County Project 97-244.

Funding Sources	Total Budget	Available Budget
2025 LCCMR Appropriations (ENRTF)	$2,717,000	$2,717,000
Transportation - County Funds	$25,131	$16,933
2026 MNHS Grant (Waterford Township)	$325,000	$325,000
State of Minnesota (DNR)	$500,000	$500,000
Totals	$ 3,567,131	$ 3,558,933

PREVIOUS BOARD ACTION

20-159; 3/17/20
23-317; 7/18/23
23-539; 11/28/23
24-108; 2/27/24

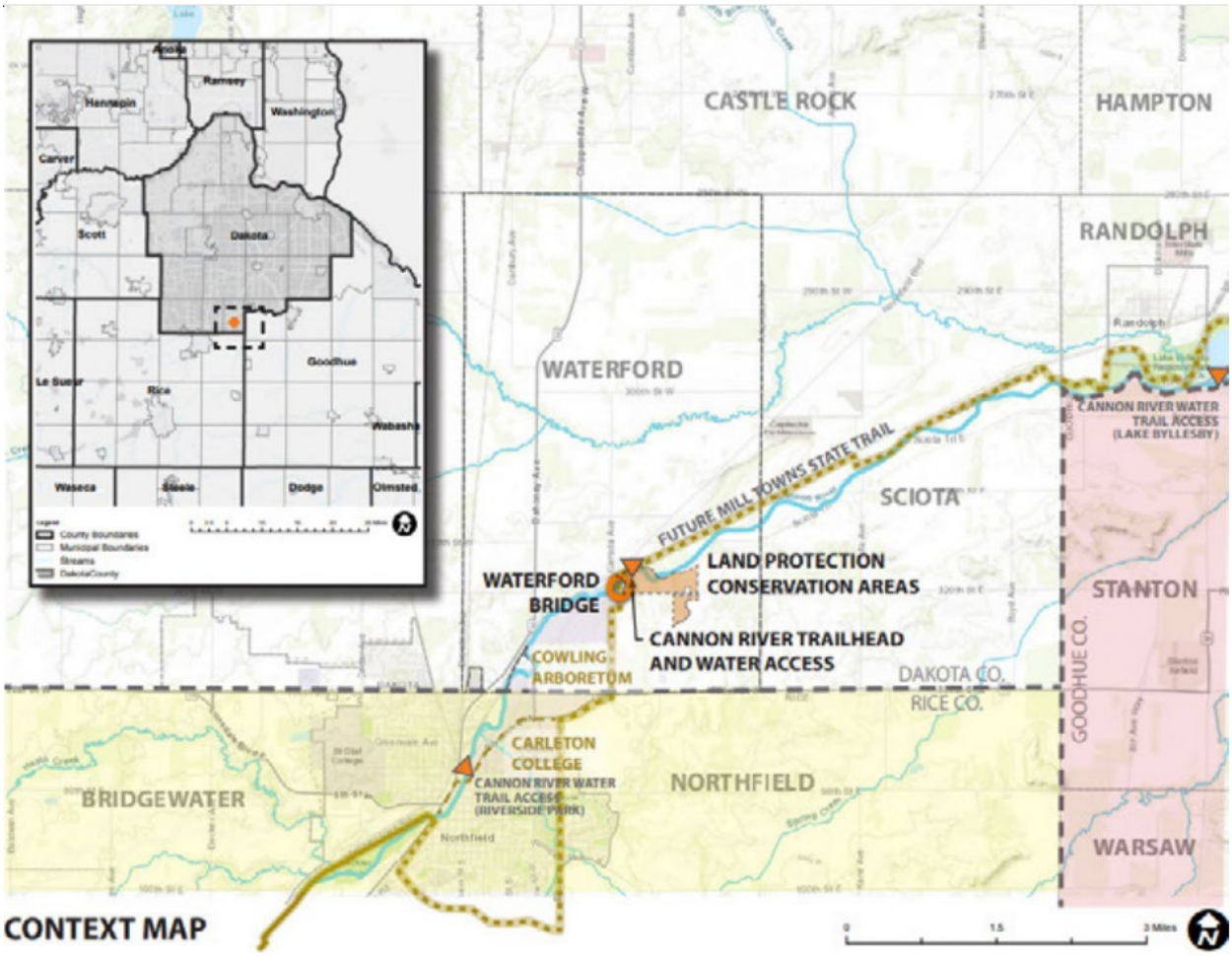
ATTACHMENTS

Attachment: Project Location Map
Attachment: Waterford Bridge
Attachment: 2025 ENRTF LCCMR Grant
Attachment: Draft JPA

CONTACT

Department Director: Niki Geisler
Author: Tony Wotzka

ATTACHMENT: Project Location



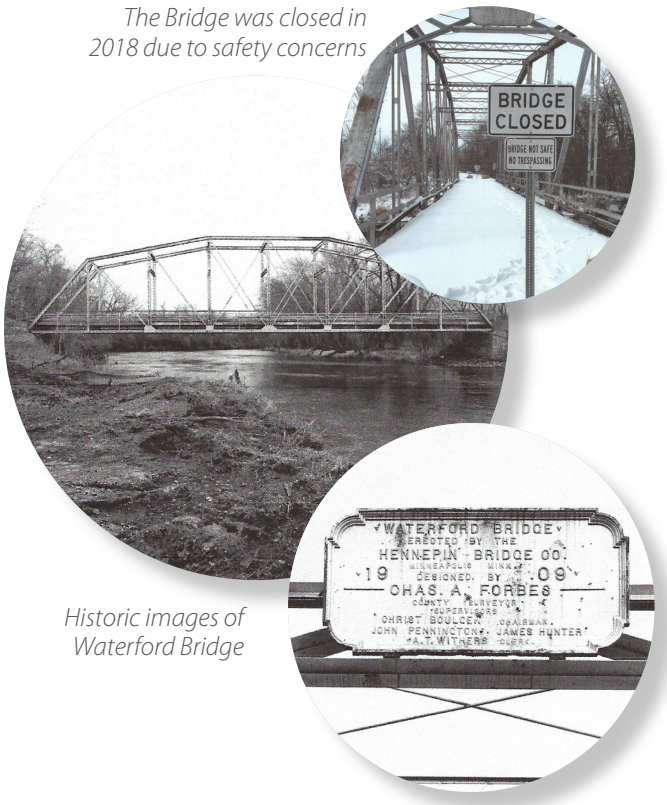
Waterford Township Minnesota

WHERE THE PATH FROM THE PAST AND THE FUTURE MEETS

Waterford Bridge at the Cannon River
Restoring a Legacy

For over 100 years the Waterford Bridge has provided a river amenity and identity for the Township of Waterford. This project, to rehabilitate the bridge, will secure this amenity in perpetuity for future generations of residents and visitors. As part of the Wild and Scenic Cannon River, this bridge spans one of the most beautiful areas of the river, offering visitors opportunities to experience a bridge from a bygone era, while connecting communities along the river corridor.

The Bridge was closed in 2018 due to safety concerns



Historic images of Waterford Bridge

Historical Significance

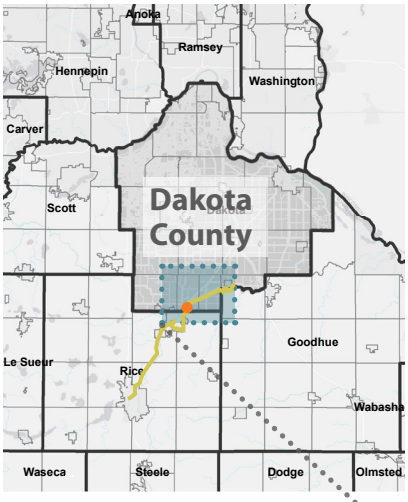
Until it was closed due to safety concerns in 2018, the Waterford Bridge carried a paved bike and pedestrian trail across the Cannon River in rural Waterford Township. Constructed in 1909, the bridge consists of a 140-foot steel, riveted and bolted, Camelback truss on concrete abutments. The Waterford Bridge is one of the earliest remaining bridges with rigid connections in Minnesota and is the only known metal through truss bridge in the state featuring a limited number of bolted connections. As a unique structure of historical engineering significance, the structure was listed in the National Register of Historic Places in 2010. With the full restoration project, the bridge will continue to serve as a historic structure, namesake landmark for the Waterford community, and continue to carry pedestrians and bicyclists safely across the Cannon River.

Connecting Across and To the River

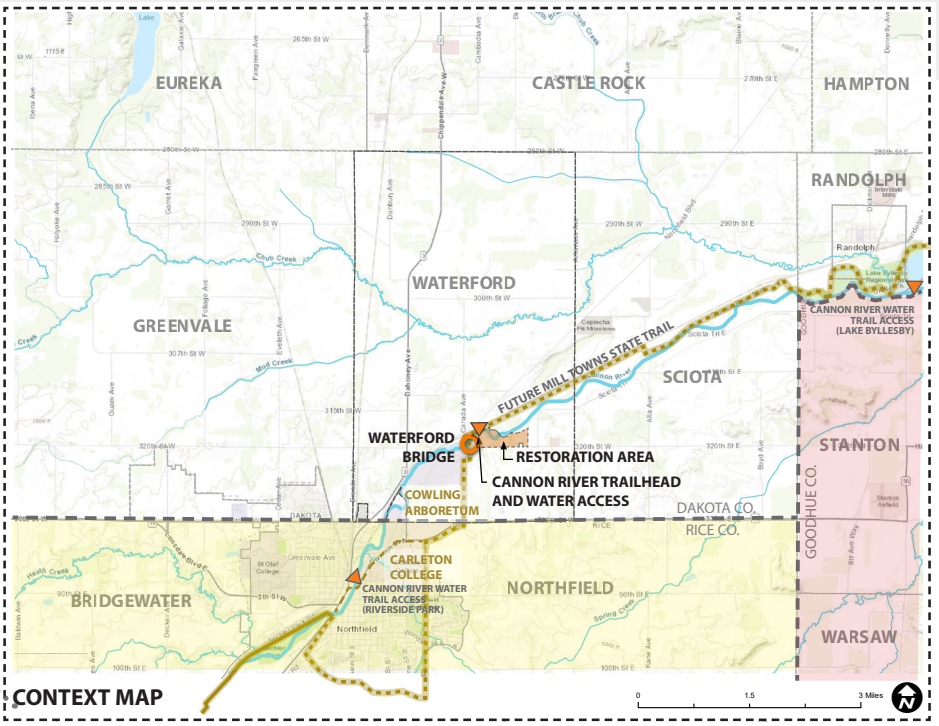
The Waterford Bridge will play an important role in the future trail alignment for the Mill Towns State Trail. Starting at Faribault Junction and the Sakatah Singing Hills State Trail, the trail will extend through the towns of Faribault, Dundas, Northfield, Waterford, and Randolph. The Mill Towns State Trail will meet the Cannon Valley Trail in Cannon Falls, connecting pedestrians and bicyclists to Red Wing and the Mississippi River.

Rehabilitation of the Waterford Bridge will complete an enjoyable 6-mile local trail loop around the Cannon River between Northfield and Waterford, connecting the Carleton College campus. This project will provide a tourist attraction and contribute to the future of active living in multiple communities.

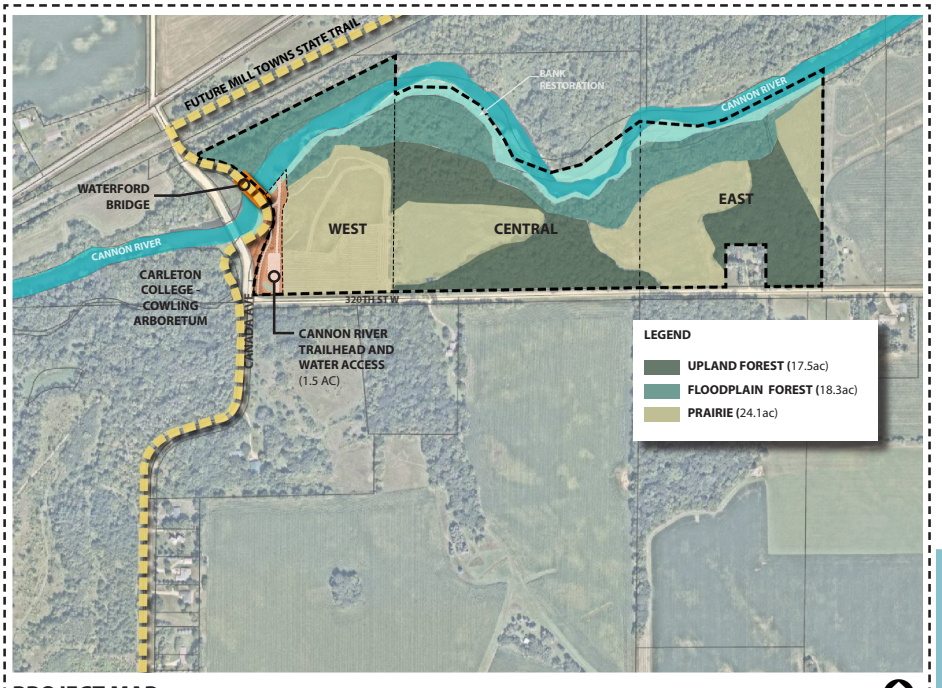
There is now opportunity for the bridge to play a key role in the Cannon River Water Trail. Dakota County, Waterford Township, and MnDNR are working together to create a trailhead and water access point, along with a larger effort to restore land adjacent to the Cannon River and Waterford Bridge.



Regional Context



Waterford Bridge (2020)



Project Benefits

The historic Waterford Bridge is a vital connection to the history of the community and is loved by the people who continue to use the bridge to connect to the Cannon River and to the surrounding area. Preservation of the structure includes restoring the safety and load capacity to accommodate pedestrians and bicyclists. Without this proper repair and rehabilitation of the bridge, the structure will continue to fall into disrepair and will ultimately need to be removed.

Health

The rehabilitation of the bridge will provide a continuous trail connection and opportunity for people to engage in active living, whether biking, walking, or rolling across the river.

River Access

The bridge provides visual access to the Canon River. A new railing, which will compliment the historic structure, will further enhance wildlife viewing from the bridge. A future trailhead and water access to the Cannon River will complement the bridge as a destination.

Tourism

The bridge has served as a local destination for many generations, and links to many other local tourist destinations, such as Lake Byllesby Regional Park, Cowling Arboretum, and the Cannon River Water Trail.

Heritage

Without the bridge, a significant historical landmark for both Waterford Township and for the state of Minnesota will be lost. This unique and historically progressive structure has served the community for over a century.

Recreation

With continued preservation of the bridge, the connection across the Cannon River for pedestrians and bicyclists will provide year-round recreational access for years to come.

Rendering of the future rehabilitated Waterford Bridge

Project Readiness

To date, Waterford Township has worked collectively to keep the bridge intact. Multiple campaigns over the last few decades have demonstrated the power of stewardship and commitment of a small community to come together for a common cause. Carleton College, the Mill Towns Joint Powers Board, the City of Northfield, the Department of Natural Resources, and the Friends of the Mill Towns Trail have expressed their support for preservation and repairs to this bridge.

Effort To-Date

When Waterford Township received the National Trust for Historic Preservation grant in 2011, the Township provided an in-kind match with widespread community support to complete the repair of the southeast abutment. Through grant funding with Minnesota Historical and Cultural Heritage Grants, and further matching community contributions, bridge rehabilitation plans and specifications were completed in 2019, and the first phase of restoration work is underway this year.

1909 — Waterford Bridge Constructed

Designed by Dakota County engineer and constructed by the Hennepin Bridge Company, the bridge opened in 1909.

1980s — Bridge Abutments Threatened

Scour threatens to destroy bridge abutments, Community raises funds to stabilize the structure.

2011 — Southeast Wing Wall Repair

Southeast wing wall is repaired, thanks to a community-wide social media campaign.

2012 — Southeast Abutment Repair

Southeast abutment is repaired with funding from National Historic Trust for Historic Preservation and the local community.

2019 — Bridge Rehabilitation Plan

Bridge Rehabilitation Plan and Specs are completed with grant funding provided by Minnesota Historical and Cultural Heritage Grant and matched by the Township.

2021 — Phase 1 Rehabilitation Complete

Phase 1 of the Rehabilitation Plan completed with grant funding provided by Minnesota Historical and Cultural Heritage Grant and matched by the Township. This phase includes repair and reconstruction of the north and south abutments and replacement of the truss bearings.

Cost to Complete

To finish subsequent phases and complete the restoration project, additional funds are needed.

Year	Description
2025* *(funds permitting)*	Phase 2: Truss Strengthening
2026* *(funds permitting)*	Phase 3: Deck Replacement to be completed, allowing the structure to be completely open for use by pedestrians, bicyclists, and for other non-motirized recreation.
2027* *(funds permitting)*	Phase 4: Truss Painting, Railing and Plaque to be completed for the full bridge rehabilitation

**Phases can be combined to complete the project earlier if sufficient funds can be secured.*

Contact Information

Elizabeth Wheeler
Waterford Township Clerk

651-346-8467

waterfordtownship@gmail.com

ship statewide health improvement partnership

Environment and Natural Resources Trust Fund

M.L. 2025 Approved Work Plan

General Information

ID Number: 2025-055

Staff Lead: Tom Dietrich

Date this document submitted to LCCMR: June 5, 2025

Project Title: Cannon River Preservation and Access

Project Budget: $2,717,000

Project Manager Information

Name: Lisa West

Organization: Dakota County

Office Telephone: (952) 891-7018

Email: Lisa.West@CO.DAKOTA.MN.US

Web Address: https://www.co.dakota.mn.us/Pages/default.aspx

Project Reporting

Date Work Plan Approved by LCCMR: June 24, 2025

Reporting Schedule: March 1 / September 1 of each year.

Project Completion: June 30, 2028

Final Report Due Date: August 14, 2028

Legal Information

Legal Citation: M.L. 2025, First Special Session, Chp. 1, Art. 2, Sec. 2, Subd. 09a

Appropriation Language: $2,717,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with Dakota County to rehabilitate the historic Waterford Bridge for the Mill Towns State Trail; restore and enhance upland shoreline, forest, and prairie habitats; and develop a trailhead and recreational access to the Cannon River.

Appropriation End Date: June 30, 2028

Narrative

Project Summary: The project includes rehabilitating the historic Waterford Bridge for the Mill Towns State Trail, restoring land for habitat, and improving recreational access to the Cannon River.

Describe the opportunity or problem your proposal seeks to address. Include any relevant background information.

Designated as a state Wild and Scenic River in 1980, the Cannon River is bounded by rolling hills, bluffs, farmland and woods, providing scenic, recreational, and historic value to the surrounding area. Constructed in 1909, the Waterford Bridge was open for crossing the Cannon River in rural Waterford Township until it was closed in 2018 due to need for structural improvements. Listed on the National Register of Historic Places in 2010, the bridge has been recognized as a significant community landmark, a critical link in the planned Mill Towns State Trail from Faribault to Cannon Falls, and a place for wildlife viewing and fishing.

Currently, there is no public river access on the twelve-mile stretch of the Cannon River Water Trail between the City of Northfield and Lake Byllesby. Approximately 83.5 acres of land adjacent to the Cannon River and the Waterford Bridge has become available for conservation and recreational improvements. This collaboration between Waterford Township, Dakota County and the Department of Natural Resources will allow the historic Waterford Bridge to be rehabilitated and opened to the public as a future section of the Mill Towns State Trail, restore habitat, and provide public access to the Cannon River.

What is your proposed solution to the problem or opportunity discussed above? Introduce us to the work you are seeking funding to do. You will be asked to expand on this proposed solution in Activities & Milestones.

The proposed project will:

a) Rehabilitate an historic and culturally significant bridge to provide a pedestrian and bicycle crossing of the Cannon River. Structural repairs will include gusset plate strengthening, deck removal and replacement, and installation of a temporary railing, allowing the re-opening of the historic Waterford Bridge for the Mill Towns State Trail.

b) Stabilize riverbanks and restore cropland to prairie, upland and floodplain forest to support habitat for migratory birds, wood and Blanding's turtles, and other wildlife.

c) Develop a new trailhead and public water access to support the Mill Towns State Trail and Cannon River Water Trail. A small parking lot, spur trail connection, carry-in access to the river, shore fishing area, and interpretive kiosk will be constructed. Interpretive elements will celebrate the history of the Waterford Bridge, tell the story of the surrounding land, which has been farmed continuously for five generations, and provide information on the significant wildlife habitat of the river corridor.

Note: Fee title land donation and conservation easement acquisitions are a part of this comprehensive project; however, no ENRTF grant funds are being requested for these acquisitions.

What are the specific project outcomes as they relate to the public purpose of protection, conservation, preservation, and enhancement of the state's natural resources?

This project will have three primary outcomes:

a) Rehabilitation of the historic Waterford Bridge, a state and national landmark, will provide a critical access and connection for the Mill Towns State Trail across the Cannon River.

b) Restoration of shoreline (approx. 3,600 LF), floodplain forest (18.3ac), cropland-to-prairie (24.1ac), and upland forest (17.5ac) will be restored to provide improved wildlife habitat. Restoration will occur on permanently protected land.

c) Development of the trailhead and public river access will enhance the state-designated Wild and Scenic River, Cannon River State Water Trail and the future Mill Towns State

Project Location

What is the best scale for describing where your work will take place?

Region(s): Metro

What is the best scale to describe the area impacted by your work?

Region(s): Metro

When will the work impact occur?

In the Future

Activities and Milestones

Activity 1: Rehabilitation of Waterford Bridge for Public Use - Capital Construction Project

Activity Budget: $2,295,000

Activity Description:
This activity is focused on completing Phases II and III of the full rehabilitation of the historic Waterford Bridge, with the completion of Phase I (repair and reconstruction of abutments and replacement of truss bearings) completed in 2021. Phase II will include repairs to strengthen the gusset plates of the bridge structure. Phase III will include removal and subsequent replacement of the bridge deck, as well as installation of a temporary railing so the bridge will be safe for pedestrians and bicyclists using the Mill Towns State Trail, as well as wildlife enthusiasts visiting the area. This activity includes completion of updated engineering documents required for Phase II and III construction, permitting, project bidding, awarding of contract to specialized bridge rehabilitation contractor, construction administration, staking, mobilization, erosion and site control, punch list completion, and final inspections. Closeout activities (Milestone 5) will include Notice of Funding Restriction Recorded, Certificate of Occupancy (or equivalent) obtained, Signage installed with ENRTF Language, and the bridge will be open for full intended use.

Activity Milestones:

Description	Approximate Completion Date
Construction documents, project bidding and contract award for Phases II and III	October 31, 2025
SHPO consultation, permitting review, ESA, Title Review, Survey, Notice of Funding Restriction Recorded, Funds Secured	October 31, 2025
Completion of Phase III bridge deck removal and replacement	December 31, 2026
Completion of Phase II gusset plate strengthening repairs	April 30, 2027
Bridge open to full public use by pedestrians and bicyclists	July 31, 2027

Activity 2: Restoration

Activity Budget: $251,999

Activity Description:
This activity will be based on the initial development of preliminary Natural Resource Management Plans (NRMPs) for the 1.5-acre donated land and 83.5 acres protected by permanent conservation easements. These NRMPs, signed by the property owner and County, include natural resource assessments, development of management units, recommended plant communities, restoration priorities, schedule, and estimated costs. Requests for Proposals for implementing the NRMPs will be distributed to contractors, with the winning bid(s) becoming the basis for finalizing the NRMPs and developing Management Agreements between the landowner and the County that describe restoration activities, responsibilities, attributed costs, and schedule. Expected restoration activities will include conversion of former cropland to wet and mesic prairie, riverbank stabilization and shoreline restoration, invasive species removal from floodplain and upland forests, seeding, installing vegetative plugs, and planting trees and shrubs of native species. An evaluation of the restoration activities will be completed with adaptive management recommendations.

Activity Milestones:

Description	Approximate Completion Date
Complete Natural Resource Management Plan for Restoration	December 31, 2025
Comply with State CCM, Historic/Archeological, and Contracting Requirements	March 31, 2026
Restoration of cropland, floodplain, and upland forest, and shoreland stabilization	June 30, 2028
Evaluation of restoration activities completed	June 30, 2028

Activity 3: Cannon River Trailhead and Access Development - Capital Construction Project

Activity Budget: $170,000

Activity Description:
This activity is focused on the development of the Cannon River Trailhead and Water Access. The 1.5-acre public area, adjacent to two local roads, the Cannon River and the historic Waterford Bridge, will be owned and developed in partnership with the Minnesota DNR. The planned improvements include a small parking lot, spur trails to the State Trail, carry-in access to a watercraft landing, shore fishing area, interpretive kiosk, seating and native landscaping. Interpretive elements will celebrate the history of the Waterford Bridge, tell the story of the surrounding land (which has been farmed continuously for five generations), and provide information on the significant wildlife habitat of the river corridor. This activity will include completion of the final design and construction documents for the site design, project bidding and award of the construction contract, oversight and construction administration during construction, all necessary permits and inspections, and native landscaping. The final milestone will include Notice of Funding Restriction Recorded, Certificate of Occupancy (or equivalent) obtained, signage installed with ENRTF language, and an open and publicly accessible trailhead that supports passive outdoor recreation in the Cannon River Valley.

Activity Milestones:

Description	Approximate Completion Date
Complete design and construction documents, ESA, Title Review, Survey, Notice of Funding Restriction, SHPO Consultation	October 31, 2025
Project bidding and award of contract, construction funds legally secured	March 31, 2026
Construction of trailhead and access improvements	November 30, 2026
Trailhead and access open to the public, including signage installed with ENRTF language and logo	April 30, 2027

Activity 4: Acquisition

Activity Budget: $1

Activity Description:
This activity focuses on acquiring two permanent natural area conservation easements totaling 34.93 acres, acquiring 3.12 acres of fee title from the Dudley Trust and Shawn and John Dudley, and acquiring a 32.9-acre permanent natural area conservation easement on the adjacent Gary Nelson property.

Activity Milestones:

Description	Approximate Completion Date
Acquisition of easements and fee title from Dudley Trust, and Shawn and John Dudley	October 31, 2025
Acquisition of easement from Gary Nelson	November 30, 2025

Project Partners and Collaborators

Name	Organization	Role	Receiving Funds
Jody Rader	HKGi	Project Collaborator	No

Dissemination

Describe your plans for dissemination, presentation, documentation, or sharing of data, results, samples, physical collections, and other products and how they will follow ENRTF Acknowledgement Requirements and Guidelines.
Information about this project and ENRTF funding will be presented on Dakota County's parks website using the ENRTF logo, during interpretive programs, with interested media and to natural resource and land management professionals. In addition, Dakota County will display ENRTF signs in several locations within the project area.

Long-Term Implementation and Funding

Describe how the results will be implemented and how any ongoing effort will be funded. If not already addressed as part of the project, how will findings, results, and products developed be implemented after project completion? If additional work is needed, how will this work be funded?
The Dakota County Transportation Department will administer bridge restoration contracts. The Dakota County Parks Department Natural Resource Unit will coordinate initial and on-going restoration. Construction of the Trailhead and Access will be through a cooperative agreement between the DNR and Dakota County, with future operational management and maintenance becoming the responsibility of the DNR. Waterford Township will own the bridge and complete the final phase of bridge restoration (painting) through additional fundraising and grant seeking efforts. Land donation for access and easement acquisitions, not being funded by this grant, will be conducted by the Dakota County Real Estate Office.

Other ENRTF Appropriations Awarded in the Last Six Years

Name	Appropriation	Amount Awarded
Reintroduction Of Bison To Spring Lake Park Reserve	M.L. 2021, First Special Session, Chp. 6, Art. 6, Sec. 2, Subd. 08q	$560,000

Budget Summary

Category / Name	Subcategory or Type	Description	Purpose	Gen. Ineligible	% Benefits	# FTE	Classified Staff?	$ Amount
Personnel								
Construction and Grant Administration		Staff to provide construction and grant administration, and oversight for bridge rehabilitation, and trailhead and access construction.			25%	1.5		$75,000
Natural Resources Project Manager		A Dakota County Parks Natural Resource Department project manager will hire consultants through a competitive bid process and oversee the preparation of restoration plans and will administer the restoration process.			25%	0.5		$45,000
							Sub Total	**$120,000**
Contracts and Services								
Bridge Rehabilitation Contractor Phase II	Service Contract	Contractor to be competitively awarded to perform construction related to the bridge rehabilitation for Phase II. Contractor will have demonstrated experience and proper insurance to work with concrete and steel, and perform historic bridge construction per the plans and specifications.				0		$620,000
Bridge Engineer	Service Contract	Professional Engineer licensed in the state of Minnesota will have experience with historic bridge rehabilitation. Will provide updated construction documents and will coordinate and provide oversight for bridge rehabilitation work.				0		$17,000
Trailhead Contractor	Service Contract	Contractor to be competitively awarded to perform construction related to the trailhead and river access improvements. Contractor to have demonstrated experience and proper insurance to perform grading, installation of design elements and restoration to complete the project.				0		$170,000
Bridge Rehabilitation Contractor Phase III	Service Contract	Contractor to be competitively awarded to perform construction related to the bridge rehabilitation for Phase III. Contractor will have demonstrated experience and proper insurance to work with concrete and steel, and perform historic bridge construction per the plans and specifications.				0		$1,538,000

Natural Resource Restoration	Service Contract	Riverbank restoration, prairie establishment, and woodland forest restoration.				0		$252,000
							Sub Total	**$2,597,000**
Equipment, Tools, and Supplies								
							Sub Total	**-**
Capital Expenditures								
							Sub Total	**-**
Acquisitions and Stewardship								
							Sub Total	**-**
Travel In Minnesota								
							Sub Total	**-**
Travel Outside Minnesota								
							Sub Total	**-**
Printing and Publication								
							Sub Total	**-**
Other Expenses								
							Sub Total	**-**
							Grand Total	**$2,717,000**

Classified Staff or Generally Ineligible Expenses

Category/Name	Subcategory or Type	Description	Justification Ineligible Expense or Classified Staff Request

Non ENRTF Funds

Category	Specific Source	Use	Status	$ Amount
State				
Cash	Minnesota Historical and Cultural Heritage Grant (MHS)	Funds used to complete Phase 1 of the Waterford Bridge rehabilitation, which was completed in 2021.	Secured	$639,000
In-Kind	MN DNR	MN DNR has committed funds to be used toward the design and engineering of the Cannon River Trailhead and Access.	Secured	$30,000
Cash	ML22 Outdoor Heritage Fund Grant	Partial payment of easement acquisition costs - Dudley property	Secured	$275,625
Cash	ML22 Outdoor Heritage Fund Grant	Partial payment of easement acquisition costs - Nelson property	Secured	$151,875
			State Sub Total	**$1,096,500**
Non-State				
Cash	Waterford Township	Waterford Township has committed funds to be used for the rehabilitation of the Waterford Bridge, as described in Activity 1 (gusset strengthening, deck removal and replacement).	Secured	$30,000
In-Kind	Land Donation	Private landowner has committed to donating 1.5 acres of land to be used for the Cannon River Trailhead and Access.	Pending	$13,000
Cash	County Grant-Match for OHF ML22	Partial payment of easement acquisitions costs - Nelson property	Secured	$50,625
Cash	County Grant-Match for OHF ML22 Grant	Partial payment of easement acquisition costs - Dudley property	Secured	$91,875
			Non State Sub Total	**$185,500**
			Funds Total	**$1,282,000**

Total Project Cost: $3,999,000

This amount accurately reflects total project cost?

Yes

Acquisition and Restoration

Parcel List

Name	County	Site Significance	Activity	Acres	Miles	Estimated Cost	Type of Landowner	Easement or Title Holder	Status of Work
Conservation Easement Central	Dakota	Riverbank restoration, floodplain restoration, cropland conversion to restored prairie, upland forest restoration	Restoration	24.5	0.41	$125,300	Private	Dakota County	Negotiations In Progress
Conservation Easement East	Dakota	Riverbank restoration, floodplain forest restoration, cropland conversion to restored prairie, upland forest restoration	Restoration	20	0.2	$102,400	Private	Dakota County	Negotiations In Progress
Conservation Easement West	Dakota	Riverbank restoration, floodplain forest restoration, cropland conversion to restored prairie	Restoration	15.4	0.2	$24,300	Private	Dakota County	Negotiations In Progress
Totals				**59.9**	**0.81**	**$252,000**			

Restoration

1. Provide a statement confirming that all restoration activities completed with these funds will occur on land permanently protected by a conservation easement or public ownership.

All restoration activities completed with these funds will occur on land protected by a permanent conservation easement or publicly owned.

2. Summarize the components and expected outcomes of restoration and management plans for the parcels to be restored by your organization, how these plans are kept on file by your organization, and overall strategies for long-term plan implementation.

A Natural Resource Management Plan (NRMP) is created for each conservation easement, acquired as part of this project with non-ENRTF funding. The NRMP will define management units, tasks, priorities, estimated costs, and a schedule of work. A five-year Management Agreement (MA) that includes restoration activities, responsibilities and cost-sharing between the County and the landowner is then finalized to begin implementing the NRMP. NRMPs and MAs are kept on file by the County Parks Department and NRMPs are updated every five years or as needed based on annual or seasonal monitoring and progress reporting (adaptive management).

The initial NRMP implementation will be more intensive and will establish the foundation for overall restoration. Based on the results of the initial restoration and required maintenance by the landowner, additional implementation will be discussed and determined by the landowner and the County. Future MAs would be developed to achieve addition natural resource improvements based on mutual landowner and County interest and resources.

3. Describe how restoration efforts will utilize and follow the Board of Soil and Water Resources "Native Vegetation Establishment and Enhancement Guidelines" in order to ensure ecological integrity and pollinator enhancement.

Dakota County uses and follows the guidelines of BWSR's "Native Vegetation Establishment and Enhancement Guidelines" for all of our restoration and enhancement efforts in County parks, greenways and conservation easements. We will continue to restore and enhance these proposed projects in accordance with these guidelines for seed and plant sources, diversity levels, cultivar use, protecting plant communities, preventing the introduction of invasive species, and planting and management strategies for climate change.

4. Describe how the long-term maintenance and management needs of the parcel being restored with these funds will be met and financed into the future.

For all restoration and enhancement projects implemented by the County on County-owned property or County-held conservation easements, we are committed to long-term maintenance and management. The initial completion of the project with the grant period is just the beginning of the process and commitment. In subsequent years, we ensure that these sites continue to become well-established and do not revert to their former degraded condition. The County hires and contracts with professional ecological restoration firms that provide experienced crews to maintain these sites. We also use volunteers and Conservation Corps of Minnesota/Iowa crews to assist with these efforts. The County has invested hundreds of thousands of dollars maintaining these restored and enhanced sites in the County over many years, and the Dakota County Board of Commissioners continues to be committed to maintaining these sites in perpetuity. For conservation easements acquired by the County on private property, our practice has been to continue to partner with the landowner to maintain the easement area when the restoration process transitions to maintenance within restored easement areas to protect the public investment made on private property.

5. Describe how consideration will be given to contracting with Conservation Corps of Minnesota for any restoration activities.

Dakota County has an ongoing, multi-year partnership with Conservation Corps Minnesota/Iowa. We host a full-time crew to perform project work within our parks. Our approach for these projects will be to include them where the required tasks align with their skills, mission and equipment.

6. Provide a statement indicating that evaluations will be completed on parcels where activities were implemented both 1) initially after activity completion and 2) three years later as a follow-up. Evaluations should analyze improvements to the parcel and whether goals have been met, identify any problems with the implementation, and identify any findings that can be used to improve implementation of future restoration efforts at the site or elsewhere.

Dakota County has a robust monitoring and evaluation program for restoration and enhancement project sites. Vegetation is monitored at these sites by established scientific methods, including Releve` method surveying, transects and timed-meanders. Staff collect data each year for at least ten years following project completion and evaluate it by the Floristic Quality Assessment method. In addition, restoration activities such as site preparation methods, seeding rates, seed mixes/lists, planting methods, watering methods, establishment management efforts during the project, prescribed burning, mowing, etc. are documented. The restoration process is evaluated, discussed and documented and we use the Adaptive Management approach to guide and improve our future implementation efforts. Animals of various classes are also surveyed to determine impacts on animal assemblages of the habitat type associated with the restoration efforts.

Attachments

Required Attachments

Map

File: e29cd431-53c.pdf

Alternate Text for Map

Map of regional context showing the project location within Dakota County, a local context map showing the project area in relation to recreational destinations, and a project area map showing the conservation easement, trailhead, bridge and trail route included in the project proposal....

Financial Capacity

Title	File
Dakota County Financial Capacity Document	148cb0f5-3ec.pdf

Board Resolution or Letter

Title	File
Dakota County Board Resolution	4f575227-fd8.pdf

Supplemental Attachments

Capital Project Questionnaire, Budget Supplements, Support Letter, Photos, Media, Other

Title	File
Waterford Township Resolution of Support	3dccd3da-06b.pdf
Capital Project Questionnaire	7370af25-67c.pdf
Waterford Bridge Informational Brochure	624c5124-36c.pdf
Waterford Bridge Photos	d9bef3b9-1c6.pdf
Capital Construction Budget Addendum	522e3fe1-4f8.xlsx
Full Project Budget Summary	1c6860ac-5f3.pdf
Cannon River Access and Restoration Map	187fabd2-e5c.pdf

Difference between Proposal and Work Plan

Describe changes from Proposal to Work Plan Stage

Land/easement acquisition was removed from the grant proposal and will be funded by other sources. The amount of land proposed to be restored was reduced, due to higher restoration cost estimates.

Additional Acknowledgements and Conditions:

The following are acknowledgements and conditions beyond those already included in the above workplan:

Do you understand and acknowledge the ENRTF repayment requirements if the use of capital equipment changes?

N/A

Do you understand that travel expenses are only approved if they follow the "Commissioner's Plan" promulgated by the Commissioner of Management of Budget or, for University of Minnesota projects, the University of Minnesota plan?

N/A

Does your project have potential for royalties, copyrights, patents, sale of products and assets, or revenue generation?

No

Do you understand and acknowledge IP and revenue-return and sharing requirements in 116P.10?

N/A

Do you wish to request reinvestment of any revenues into your project instead of returning revenue to the ENRTF?

N/A

Does your project include original, hypothesis-driven research?

No

Does the organization have a fiscal agent for this project?

No

Does your project include the pre-design, design, construction, or renovation of a building, trail, campground, or other fixed capital asset costing $10,000 or more or large-scale stream or wetland restoration?

Yes

Do you propose using an appropriation from the Environment and Natural Resources Trust Fund to conduct a project that provides children's services (as defined in Minnesota Statutes section 299C.61 Subd.7 as "the provision of care, treatment, education, training, instruction, or recreation to children")?

No

Provide the name(s) and organization(s) of additional individuals assisting in the completion of this project:

Jody Rader, HKGi; Al Singer, Dakota County Real Estate Office Manager, and Lil Leatham, Senior Planner

Do you understand that a named service contract does not constitute a funder-designated subrecipient or approval of a sole-source contract? In other words, a service contract entity is only approved if it has been selected according to the contracting rules identified in state law and policy for organizations that receive ENRTF funds through direct appropriations, or in the DNR's reimbursement manual for non-state organizations. These rules may include competitive bidding and prevailing wage requirements

Yes, I understand

MILL TOWNS STATE TRAIL
WATERFORD BRIDGE NO. L3275 REHABILITATION
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF DAKOTA

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Dakota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 85.015, Subd. 8a, to establish, develop, operate and maintain the Mill Towns State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and the County desires to rehabilitate and strengthen portions of the steel truss and sandblast and paint the steel trusses for existing bridge L3275 on Canada Avenue W. in Waterford Township which will be referred to in this Agreement as the "project" to be identified as County Project (CP) 97-224, as shown in the map attached and incorporated into this Agreement as **Exhibit A,** is of high priority; and

WHEREAS, the completion of final plans and specifications for the rehabilitation of the Bridge shall be the sole responsibility of the County; and

WHEREAS, upon the rehabilitation of the Trail and Bridge, the State shall be solely responsible for the administration, operations and maintenance of the Trail and Bridge in partnership with Waterford Township; and

WHEREAS, the State has appropriated and allocated a total of $500,000 for Waterford Bridge Rehabilitation; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this Agreement is/are attached hereto as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

a. The State shall provide the County design reviews, comment and approve the construction plans and specifications for the Project as proposed by the County, which shall include rehabilitate and strengthen portions of the steel truss and sandblast and paint the steel trusses, and a future water access trailhead connecting recreational use areas to the Cannon River.

b. The State shall permit the County to administer the Project through construction.

c. Upon completion, the Bridge administration, operations and maintenance shall be the sole responsibility of the State.

d. Payment to the County. The State agrees to reimburse the County for construction and professional services costs up to $500,000 upon project completion and within 60 days of receiving an invoice from the County. The County intends to invoice the State costs at times during construction and at the end of the project. If any portion of an itemized claim is questioned by the State, the remainder of the claim shall be promptly paid, and

accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

a. Plans and Specifications. The County will prepare plans and specifications for the project. The plans and specification s are subject to approval of the State, and referenced in **Exhibits A&B**.

b. Bidding. The County will advertise for bids for the project in accordance with state law and provide the Township with an analysis of the bids received. The County must obtain the Township's approval of the bid before the County awards the contract pursuant to the terms of this Agreement.

c. Contract Award. The County shall prepare contract documents and administer the contract on behalf of the State and Township in accordance with state law. The Dakota County Board of Commissioners will award the contract to the lowest responsible bidder in accordance with state law.

d. Construction. The County, or its agents or contractors, agree to act as the Township's and State's agent dispersing construction funds and shall construct the Project as generally depicted on Exhibit A. The Project shall be completed according to the approved Project design plans and specifications.

e. Construction Inspection and Contract Administration. The County agrees to perform inspection services during the project and determine whether or not the contractor's work has been performed in a satisfactory manner. The County will use its best efforts to ensure that all work is carried out in accordance with the project specifications. The County has the right to accept or reject the work performed under the construction contract.

f. Acknowledgement. The County shall appropriately acknowledge the occupancy and use of property provided by the Township pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The Township shall appropriately acknowledge the assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.

g. Compliance with Laws/Standard. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the construction of the work anticipated by this Project. The County or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

h. County Responsibility for Project Delivery. The County will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The Township will have no actual or implied legal responsibility to the County relating to the above obligations and responsibilities of the Project.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered up to but not to exceed $500,000. Reimbursement will be due within thirty (30) days of the County's presentation of invoices for services performed. However, the total obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

The County shall provide funding for its responsibilities under Article II (c) above up to but not to exceed $2,483,000, which includes Grant funding received from Waterford Township.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall

be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

V. TERM

a. *Effective Date:* **August 4, 2026, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.**

b. *Expiration Date:* **December 31, 2029**, for a period of two (2) years except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this Agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

[THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK]

The State
Minnesota Department of Natural Resources
Parks and Trails Division Area (4D) Supervisor
8485 Rose Street
Owatonna, MN 55060

The County
County of Dakota
County Administration
1590 Highway 55
Hastings, MN 55033

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

COUNTY OF DAKOTA

By: _____

Title: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: _____

Title: _____

Date: _____
(**Effective Date**)

COUNTY OF DAKOTA

By: _____

Title: _____

Date: _____

STATE ENCUMBERANCE VERIFICATION
Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

DRAFT

Board of Commissioners

Request for Board Action

Item Number: DC-5756 **Agenda #:** 11.3 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Dakota County Soil And Water Conservation District For Prescribed Burns And Native Overseeding Within Certain Easements Enrolled In Dakota County's Land Conservation Program And Amend 2026 Parks And Greenways Capital Improvement Program Budget

RESOLUTION

WHEREAS, the Dakota County Soil and Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Dakota County, with statutory authority to carry out erosion control and other water conservation programs within Dakota County, pursuant to Minn. Stat. Ch. 103C, and as otherwise provided by law; and

WHEREAS, by Resolution No. 23-589 (December 19, 2023), the County and the SWCD executed a joint powers agreements (JPA) pursuant to Minn. Stat. § 471.59 to mutually assist each other related to their common interest in soil and water conservation programming within Dakota County and for the purpose of performing on behalf of each other services or functions that the other is authorized to perform for itself; and

WHEREAS, both Dakota County and the SWCD have a common interest and statutory authority to encourage land occupiers in Dakota County to conserve soil and water resources; and

WHEREAS, by Resolution No. 20-568 (November 17, 2020), the County Board adopted a Land Conservation Plan to guide future land protection efforts and to strengthen natural resource management on protected lands; and

WHEREAS, the County has three separate natural area easement sites over privately owned properties that have enrolled in the County's Land Conservation Program; and

WHEREAS, these three easements are:

1. The Wilmar Easement, located in Vermillion Township, consisting of 42.3 acres of restored mesic prairie, shrubland, and floodplain forest as well as a stretch of the Minnesota Department of Natural Resources protected Vermillion River
2. The Betzler Easement, located in Ravenna Township, consisting of 3.4 acres of oak savanna and oak woodland with small pockets of prairie
3. The ISD 200 Easement, located in Vermillion Township, consisting of 53.7 acres of both wetland and upland habitats, which include restored mesic prairie and wet meadow

transitioning to marsh and open water

; and

WHEREAS**,** the management units within these three County Easements show a need for increased native, herbaceous diversity and would benefit from prescribed burns and/or enhancement seeding/overseeding with appropriate, native seed mixes; and

WHEREAS, the SWCD applied for and received Fiscal Year 2026 Expedited Conservation Project grant funds not to exceed $75,000 through the Minnesota Department of Natural Resources' (DNR) Conservation Partners Legacy Grant Program to be applied towards prescribed burning and seeding at these three County easements; and

WHEREAS, the County and SWCD have developed a draft JPA that describes the purpose, terms, and obligations of both entities for implementing the natural resource restoration plan included in the executed grant agreement; and

WHEREAS, SWCD shall distribute the Grant Funds received from the DNR to reimburse the County for the actual controlled burns, overseeding, and native seed costs of the Project, subject to and in accordance with the terms and conditions of this draft JPA; and

WHEREAS, to obtain the DNR Grant, SWCD pledged in-kind services valued at $7,500 (10% of the total project cost) towards grant administration and oversight; and

WHEREAS, the County agrees to complete the project and reimburse the SWCD for its grant administrative and oversight services pledged as in-kind services to obtain the DNR Grant in accordance with the terms and conditions of this draft JPA.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or delegate to execute a joint powers agreement with the Dakota County Soil and Water Conservation District to implement its Fiscal Year 2026 Expedited Conservation Project restoration plan and to expend up to $7,500 of non-reimbursable County funds from existing Capital Improvement Program set-aside budget, subject to the approval of the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Parks and Greenways Capital Improvement Program Budget is hereby amended as follows:

Expense
2000704 Easement Restoration - Wilmar, Betzler, ISD200: $75,000
Total Expense: $75,000

Revenue
SWCD CPL Grant: $75,000
Total Revenue: $75,000

BACKGROUND
Dakota County and the Dakota County Soil and Water Conservation District (SWCD) have been

longstanding partners in the implementation and development of the County's Land Conservation Program, dating back to the program's inception. SWCD staff serves as a landowner contact for active easement sites and provide technical assistance and project management in consultation with and under the direction of County staff. These services that the SWCD provides are outlined and covered under the existing joint powers agreement with the SWCD which was approved by the County Board by Resolution No. 23-589 (December 19, 2023).

A new joint powers agreement would formalize the relationship between the SWCD and the County as it relates to the Fiscal Year 2026 Conservation Partners Legacy (CPL) Grant awarded to the SWCD. In partnership with the SWCD, the County would solicit and execute an agreement with a qualified contractor to carry out the restoration work plan outlined in the grant agreement. The County would then be reimbursed for project expenses by the SWCD per stipulations outlined in the grant agreement. The County would also compensate the SWCD (using a non-state source) for its staff time to administer the grant and manage the restoration, which the SWCD identified as its required 10% match for the grant. The draft joint powers agreement was brought before the SWCD Board of Supervisors and was approved at their June 11, 2026 meeting. The grant agreement was executed on May 18, 2026, and the grant has an expiration date of June 30, 2029.

RECOMMENDATION

Staff recommends that the County Board authorize the Assistant County Manager or delegate to execute a joint powers agreement with the SWCD to implement its Fiscal Year 2026 Expedited Conservation Project restoration plan and to expend up to $7,500 of non-reimbursable County funds, subject to the approval of the County Attorney's Office as to form.

FINANCIAL AND STAFFING IMPACTS

The total estimated project cost is $82,500 as indicated in the draft joint powers agreement and grant agreement. The County would initially cover the direct project costs, inclusive of all related contracts and supplies, of $75,000 and would later be reimbursed by the SWCD upon release of grant funds. The County would use existing budget from the previously approved Capital Improvement Program (CIP) set aside to pay for the SWCD's grant administration and oversight expenses, totaling $7,500, which was pledged as grant match. Current workplans and staff time align with the needs of this project. Staff propose to amend the Parks and Greenways CIP to add $75,000 to new project 2000704.

Project 2000704 Easement Restoration - Wilmar, Betzler, ISD200

Funding Source	Total Proposed Budget	Available Budget
SWCD CPL Grant	$75,000	$75,000
ELF (via existing NR Base set-aside funds)	$7,500	$7,500
Total	**$82,500**	**$82,500**

PREVIOUS BOARD ACTION

23-589; 12/19/23
20-568; 11/17/20

ATTACHMENTS

Attachment: Draft joint powers agreement
Attachment: Grant agreement

CONTACT
Department Director: Niki Geisler
Author: Alexander Scurto

JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR PRESCRIBED BURNS AND NATIVE OVERSEEDING WITHIN CERTAIN EASEMENTS ENROLLED IN DAKOTA COUNTY'S LAND CONSERVATION PROGRAM

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("County") and the Dakota County Soil and Water Conservation District ("SWCD"). This Agreement uses the word "Parties" for both the County and SWCD.

WHEREAS, the County and SWCD are governmental units as that term is defined in Minn. Stats. § 471.59. Minn. Stats. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

WHEREAS, the County adopted a Land Conservation Plan on November 17, 2020 to guide future land protection efforts, and to strengthen natural resource management on protected lands.

WHEREAS, the County has three separate natural area easement sites over privately owned properties that have enrolled in the County's Land Conservation Program:

1. The Wilmar Easement, located in Vermillion Township, consists of 42.3 acres of restored mesic prairie, shrubland and floodplain forest as well as a stretch of the DNR protected Vermillion River; and
2. The Beltzer Easement, located in Ravenna Township, consists of 3.4 acres of Oak savanna and Oak woodland with small pockets of prairie forming as canopy gaps are created; and
3. The ISD 200 Easement, located in Vermillion Township, consists fo 53.7 acres of both wetland and upland habitats, which include restored mesic prairie and wet meadow transitioning to marsh and open water

(The Wilmar Easement, Beltzer Easement and ISD Easement are collectively referred to herein as "County Easements").

WHEREAS, management units within the County Easements are facing pressure from woody volunteers, non-native or weedy tree/shrub species:

1. The prairie communities within the Wilmar Easement are facing pressure from woody volunteers, such as non-native Siberian Elm (Ulmus pumila); and
2. Over the last several years, efforts have been made to control non-native species on the Beltzer Easement, most notably Common Buckthorn (Rhamnus cathartica). The Beltzer Easement site requires additional attention to prevent the reestablishment of non-native or weedy tree/shrub species and promote understory establishment and diversity; and
3. Many of the upland and wet-transitional management units within the ISD 200 Easement face pressure from fast-establishing woody species such as Cottonwood (Populus deltoides) and larger swaths of Reed Canary Grass (Phalaris arudinacea).

WHEREAS, the management units within the County Easements show a need for increased native, herbaceous diversity and would benefit from prescribed burns and/or enhancement seeding/overseeding with appropriate, native seed mixes.

WHEREAS, the County, acting through its Parks Department, plans to contract with a qualified restoration contractor selected through a formal solicitation process for prescribed burns and/or enhancement seeding/overseeding across a select number of acres/management units within the County Easements (collectively "the Project"):

1. Wilmar Easement (management units 4 and 5)– one prescribed burn and overseed with an approved, native seed mix; and
2. Beltzer Easement (management units 1 through 5) – one prescribed burn; and
3. ISD 200 Easement (management units 1 through 5) – one prescribed burn and overseed with an approved, native seed mix.

WHEREAS, the Project is estimated to cost $82,500.00 ("Total Project Cost"):

Grant Administration/Oversight:	$7,500.00
Contracts:	$67,500.00
Equipment/Tools/Supplies:	$7,500.00
Total Estimated Cost:	$82,500.00

WHEREAS, the Project is expected to take place between Fall 2026 and Spring 2029:

1. Fall 2026 Wilmar Easement (prescribed burn and overseeding);
2. Fall 2027 Beltzer Easement (prescribed burn) and ISD 200 Easement (prescribed burn (first half) and overseeding (first half)); and
3. Fall 2028 ISD 200 Easement (prescribed burn (second half) and overseeding (second half)).

WHEREAS, SWCD supports diverse native plant communities in Dakota County that provide habitat and resources for wildlife and pollinators, which face pressure from woody volunteers and non-native species.

WHEREAS, SWCD applied for and received Fiscal Year 2026 Expedited Conservation Project grant funds not to exceed $75,000.00 ("Grant Funds") through the Minnesota Department of Natural Resources' ("DNR") Conservation Partners Legacy Grant Program ("DNR Grant") to be applied towards prescribed burning/seeding contracts and equipment/tools/supplies (native seed). The DNR Grant Agreement ("Grant Agreement") is incorporated into this Agreement and attached hereto as **Exhibit 1**.

WHEREAS, to obtain the DNR Grant, SWCD pledged in-kind services valued at $7,500.00 towards the Grant administration/oversight portion of the Total Project Cost.

WHEREAS, SWCD shall distribute the Grant Funds received from the DNR to reimburse the County for actual controlled burn, overseeding and native seed costs of the Project subject to and in accordance with the terms and conditions of this Agreement.

WHEREAS, the County agrees to complete the Project and reimburse the SWCD for its Grant administrative/oversight services pledged as in-kind services to obtain the DNR Grant in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and SWCD hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the Parties regarding the Project, including the contribution of Grant Funds and services by SWCD to the County for the Project. All Grant Funds are to be used for the Project. This Agreement does not create a separate joint powers organization.

2. Term. This Agreement shall be effective upon execution by both Parties ("Effective Date") and continue in effect through **June 30, 2029**, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

3. Cooperation. The Parties agree to cooperate and use their reasonable effotrs to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

4. Obligations.

   4.1 Project Admininstration. The County shall be responsible for the hiring of contractor(s) to perform the work outlined in the Work Plan attached to the Grant Agreement (**Exhibit 1**) on the Project, and administration, management, record keeping of the contract(s). The County shall comply with Minn. Stats. § 471.345 (2025) when soliciting bids, quotes or proposals. The County shall request a quote/proposal/bid from Conservation Corps of Minnesota for the Project pursuant to Section 21.5 of the Grant Agreement. The County shall provide SWCD with a copy of its written contact to the Conservation Corps of Minnesota prior to entering into a contract with a contractor. The County shall not contract with contractors/vendors who are suspended or debarred by the State of Minnesota or the federal government.

   The County's contract(s) with contractor(s) shall comply with prevailing wage rules per Minn. Stats. §§ 177.41 through 177.50, if applicable, insurance requirements of Sections 11.7 and 15 of the Grant Agreement, Section 21.2 of the Grant Agreement (Invasive Species Prevention), Section 25.2 of the Grant Agreement (Safety), Section 31 of the Grant Agreement (Non-Discrimination Requirements), Section 14.2 of the Grant Agreement (Intellectual Property Rights), Minn. Stats. § 16A.1245 (2025), and the requirements listed in the Conservation

Partners Legacy Grant Program (CPL) FY2026 Request for Proposal. The Conservation Partners Legacy Grant Program (CPL) FY2026 Request for Proposal is attached hereto as **Exhibit 2** and incorporated herein by reference. The County shall obtain the written approval of SWCD before awarding a contract for the Project. Any changes, variations, modifications, or change orders related to the completion of the Project, shall only be valid when they have been reduced to writing and approved by the Parties' Authorized Representative or their successor.

SWCD shall perform the Grant Administration identified in Section 4.3, herein, and coordinate associated public outreach tasks necessary to ensure residents, patrons, stakeholders are properly informed.

The Parties will conduct regular meetings (Project Management Team Meetings) with the Authorized Representatives, as well as other key staff and personnel, necessary to design and install the Project.

The Parties shall identify the State of Minnesota and Lessard-Sams Outdoor Heritage Council ("L-SOHC") as the sponsoring agency on any publicity regarding the Project. The County shall provide SWCD with a copy of any publicity it releases upon its release. "Publicity" includes notices, informational pamplhlets, press releases, research, reports, signs, and similar public notices.

4.2 Project Installation. The County shall be responsible for its contractor(s) completing the Project for an amount not to exceed the DNR Funds and in accordance with terms and conditions of their contract(s) and the Grant Agreement, including but not limited to compliance with (a) all invasive species regulations, policies and procedures of the DNR to prevent or limit the introduction, establishment, and spread of invasive species; (b) pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stats. § 84.973 (2025); and (c) the time frames identified in the Work Plan attached to Grant Agrement. Work on the Project shall not commence until SWCD notifies County that work on the Project may commence.

The County shall erect signage provided by SWCD on the County Easements in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and Minn. Stats. § 97A.056 (2025).

SWCD shall monitor the activities of the County and its contractor(s) on the Project pursuant to the Grant Agreement. SWCD shall coordinate any/all seed mix approvals for the Project with the DNR. SWCD shall inspect the Project for compliance with any applicable Grant requirements and to certify the restoration work and Project completion as between the Parties.

The Parties shall provide the DNR access to the the Project sites at reasonable times to conduct periodic site visits and inspections to ensure work progress in accordance with the Grant Agreement, including a final inspection upon Project completion.

4.3 Grant Administration. SWCD will be responsible for the DNR Grant management, record keeping, and administration, including reporting, reimbursement requests, extensions, and any other tasks associated with the Grant Funds. Any amendments to the Work Plan attached to the Grant Agreement, activities, or budgets shall be facilitated by SWCD in coordination with the County and only as necessary and appropriate to maximize use of the Grant Funds. The Parties shall ensure the Project meets all necessary Grant Agreement requirements, including those requirements described in **Exhibits 1 and 2**. Upon request, the County shall provide SWCD with any Project information necessary for SWCD to comply with its obligations under the Grant Agreement, including providing information and documatation necessary for SWCD to submit reimbursement/payment requests and progress reports to the DNR pursuant to the Grant Agreement.

5. No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or SWCD as the employee of the other entity for any purpose or in any manner whatsoever.

6. Funding. The County will administer the Project contracts and act as the paying agent for all contracts for the Project. The County will pay the entire cost of the Project, including SWCD in-kind services, with County funds. SWCD shall submit documentation provided by the County to the DNR in accordance with the Grant Agreement seeking reimbursement of the County's eligible costs associated with the Project.

6.1 The County shall compensate SWCD for administration/oversight costs associated with the Project and Grant Agreement not to exceed $7,500.00 in accordance with Appendix D of the Joint Powers Agreement between SWCD and Dakota County (DCA20937).

6.2 The County shall pay its contractor(s) for work performed on the Project in accordance with the terms of the County's contract(s) and Minnesota state law.

6.3 Upon completion of the Project, the County shall submit an itemized claim for payment (Reimbursement Request) to SWCD with all necessary contracts, invoices, and proof of payments, documentation necessary to prove that the Project has been completed, and any other information and documatation that the SWCD determines is necessary to obtain the Grant Funds from the DNR, no later than **June 1, 2029**. The County shall not be entitled to receive payment of Grant Funds for work not performed to the DNR or SWCD's satisfaction in their sole discretion, or performed in violation of federal, state, or local law. SWCD shall withhold five percent (5%) from the Reimbursement Request until the DNR determines that SWCD has completed a grant accomplishment report satisfactory to the DNR.

6.4 SWCD shall pay the County the Grant Funds received within ten (10) days of SWCD's receipt of payment of the Grant Funds.

6.5 As between the Parties, the County shall solely be responsible for any overages in Project design, engineering and construction costs that are necessary to complete the Project and fulfill the DNR Grant requirements. The County shall also be solely responsible for Project costs not reimbursable by the Grant Funds, including any loss of Grant Funds due to the work not being completed within the time frames identified in the Work Plan attached to the Grant Agreement.

7. Liability. Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either party under this Agreement. It is understood and agreed that the provisions of the Minn. Stats. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stats. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The provisions of this section 7 shall survive the expiration or termination of this Agreement.

8. Data Practices. The Parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minn. Stats. Ch. 13.

9. Termination.

9.1 Termination for Insufficient Funding by County. The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, including the DNR Grant Funds, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to SWCD. The County is not obligated to pay for any costs as between the Parties that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.

9.2 Termination for Insufficent Funding by SWCD. SWCD may immediately terminate this Agreement if it does not obtain Grant funding from the DNR or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the County. SWCD is not obligated to pay for any costs as between the Parties that are incurred after the notice and effective date of termination. SWCD will not be assessed any penalty if the Agreement is terminated because of the decision of the DNR not to award/release Grant Funds.

9.3 Termination for Failure to Provide Necessary Documentation. SWCD may terminate this Agreement upon thirty (30) days written notice if the County fails to provide the documentation necessary for SWCD to obtain the release of the Grant Funds by the date identified in the written notice.

10. General.

10.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To SWCD:	To the County:
Ashley Gallagher, District Manager	Nikki Geisler, Director, Parks Department
4100 220th St W	14955 Galaxie Ave.
Farmington, MN 55024	Apple Valley, MN 55124
ashley.gallager@co.dakota.mn.us	Niki.Geisler@co.dakota.mn.us

10.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison:	County Liaison:
Curt Coudron, Resource Conservationist	Alex Scurto
4100 220th St W	14955 Galaxie Ave.
Farmington, MN 55024	Apple Valley, MN 55124
Curt.Coudron@co.dakota.mn.us	Alex.Scurto@co.dakota.mn.us

10.3 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party's Authorized Representative. The Parties may provide written notification to each other of any change to the designated Liaison or Authorized Representatives.

10.4 Amendments. 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 stipulations, either oral or written, not contained in this Agreement. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization form their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.

10.5 Waiver. If the any party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

10.6 Disbursement of Funds. All funds disbursed by the County or SWCD pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

10.7 Audit. The Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5 (2025), each party shall allow the other party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

10.8 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, Ramsey County, State of Minnesota or U.S. District Court, District of Minnesota.

10.9 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

10.10 Authority. The person or persons executing this Joint Powers Agreement on behalf of SWCD and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

10.11 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

10.12 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.

10.13 Electronic Signatures. Each party agrees 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.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

DAKOTA COUNTY

By: _____
Georg T. Fischer, Assistant County Manager
Physical Development Division

Date of signature: _____

County Board Res. No.: _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: _____
Kevin Chamberlain, Chair

Date of signature: _____

Authorized by SWCD Board on _____, 2026

DRAFT

EXHIBIT 1

DRAFT

EXHIBIT 2

DRAFT

CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET
Dakota County Soil & Water Conservation District/ Land Conservation Program - Easement Batch 1

State Accounting information:

SWIFT Contract Doc. Type: GRK **SWIFT Contract #:** 290461

SWIFT Contract Line # (Annual Plans): **SWIFT Purchase Order #:** 3000299644

Agency:	Submitted By:	Origin:	Vendor #:	Category Code:
R2901	**David Stein**	**A24**	0000202402	**84101501**

Total Amount of Contract for ALL years:	**$75,000**	Total Amount of Contract: $ **75,000**	For FY: **26**
Total Amount of Contract:	For FY:	Total Amount of Contract: $	For FY:

Contract Start Date: **Upon Execution** Speedchart Name:

Contract Expiration Date: **June 30, 2029** Speedchart Number:

Grantee Name and Address: Dakota County Soil & Water Conservation District
4100 220th Street West
Farmington, MN 55024

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ No

Check for annual plan limit? ☒ Yes ☐ No

Work on state lands? ☐ Yes ☐ No

PO Reference: **DS-FY26 CPL Land Conservation Program - Easement Batch 1**

Description: **FY2026 CPL ECP Round 4; Dakota County Soil & Water Conservation District, Land Conservation Program - Easement Batch 1. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	**26**	**$75,000**	**2300**	**R2936725**	**R296K96**	**441502**		**2W205**	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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Docusign Envelope ID: 66403B5C-DDD0-4A5C-87D5-AF84A849E9FE

MINNESOTA

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Swift Contract Number:

CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
Dakota County Soil & Water Conservation District/ Land Conservation Program - Easement Batch 1

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Dakota County Soil & Water Conservation District, 4100 220th Street West, Farmington, MN 55024 ("Grantee").

Recitals

1. Under Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5(v), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. The date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: Signage; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Data Compatibility and Availability Requirements; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Data Disclosure; Use of Funds for Match or Reimbursement; Real Property Interest Report.

2 Specifications, Duties, and Scope of Work

Grantee's Duties

The Grantee, who is not a state employee, will:

2.1 Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.

2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5(v), and MN Statute 97A.056.

2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2026 Request for Proposal,* which is incorporated into this grant contract by reference. The *Request for* Proposal (RFP) may be located Here.

2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.

2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.

2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

3 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 10.2).

4 The Grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.

4.1 State's Duties

4.2 To provide Grantee up to $**75,000** for the costs incurred for the completion of the Project.

4.3 The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over $50,000 will be conducted and at least annual monitoring visits on grants of over $250,000.

5 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

6 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

6.1 Compensation. The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

A. **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

6.2 Administrative Costs. Grantee administrative costs must be necessary and reasonable. Administrative costs are limited to personnel costs for project administration and on-the-ground work. Up to 10% of the grant award may be used for personnel costs, and only paid employees of the grantee organization may claim personnel costs. Personnel rates include hourly wage and fringe only (FICA/Medicare, retirement, and health insurance.) Proof of wage is required, and all personnel costs must be budgeted in the work plan. All personnel time must be documented with the name of employee, date of work, hours worked, brief description of work, and hourly rate

6.3 Travel Expenses. Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed 1% of the total awarded grant amount; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

6.4 Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before 4 pm local time, July 25, 2029. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference.

In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

6.5 Hold Back. No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

6.6 Direct Expenditures. Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

6.7 Match Requirements Met. All match requirements must have been fulfilled by the Grantee prior to final payment by the State. All match documentation must be submitted by the Grantee prior to final payment by the State. Final payment will not be made until all match is documented.

6.8 For awards greater than $25,000, a grantee performance evaluation will be posted publicly at https://osp.admin.mn.gov/granteval/grant-eval-uploader, per Minnesota Statutes § 16B.98, Subdivision 12 and OGM Policy 08-13.

7 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Contracting and Bidding Requirements

8.1 Municipalities. The Grantee is required to comply with Minnesota Statutes §471.345, Uniform Municipal Contracting Law.

A. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

B. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

C. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

8.2 Nonprofit Organizations.

A. Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

B. Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

C. Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

D. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council Underutilized Business Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

E. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

F. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

G. Notwithstanding 6.2 A-F above, the State may waive bidding process requirements when:

- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
- It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.

H. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

I. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

9 Authorized Representatives

9.1 The State's Authorized Representatives:

David Stein	Amy Yoelin	Karis Ritenour
CPL Program Coordinator	CPL Program Administrator	CPL Grants Specialist
500 Lafayette Road Box #20	500 Lafayette Road Box #20	500 Lafayette Road Box #20
St. Paul, MN 55155	St. Paul, MN 55155	St. Paul, MN 55155
651-259-5375	651-259-5536	651-259-5218
david.stein@state.mn.us	amy.yoelin@state.mn.us	karis.ritenour@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

9.2 The Grantee's Authorized Representative(s) are

Project Manager	**Fiscal Contact**
Curt Coudron	Pam LaValle
Project Management Supervisor	Finance and Grants Coordinator
4100 220th Street West	4100 220th Street West
Suite 102	
Farmington, MN 55024	Farmington, MN 55024
curt.coudron@co.dakota.mn.us	Pam.LaValle@CO.DAKOTA.MN.US
651-480-7774	651-480-7786

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

9.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

10 Assignment, Amendments, Waiver, and Contract Complete

10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

10.2 Amendments. Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

10.3 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

10.4 Contract Complete. This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Subcontracting and Subcontract Payment

11.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

11.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.

11.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

11.4 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

11.5 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.

11.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

11.7 It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal,* located Here.

12 Liability The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

12.1 General Insurance Requirements. The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2025 *Conservation Partners Legacy Grant Program Request for Proposal,* which is incorporated into this grant contract by reference.

13 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 Intellectual Property Rights. All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

A. Obligations

14.2.1.1 Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

14.2.1.2 Representation: The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to

the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

B. **Uses of the Works and Documents.** The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

C. **Possession of Documents.** The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

16 Governing Law, Jurisdiction, Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17 Termination

17.1 Termination by the State.

A. **Without Cause.**
The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. **With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

17.2 Termination by the Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would

not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

18 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

19 Publicity and Endorsement

19.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

19.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

20 Data Disclosure

Under Minnesota Statutes § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

21 Project Requirements

21.1 Vegetation Requirements. All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.

21.2 Invasive Species Prevention. The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21.3 Project Sites. All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

21.4 Restoration and Management Plan.

A. For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

B. The Restoration and Management Plan plan shall be prepared on a form provided by the State's Authorized Representative.

21.5 Timely Written Contact of Conservation Corps of Minnesota and Iowa. All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

21.6 Pollinator Best Management Practices. Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

21.7 Prescribed Burning on State Lands. For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf .

21.8 Revenues. Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

22 Additional Restrictions. CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

23 In the Event of a Lawsuit

23.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

23.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 10, Liability.

24 Data Compatibility and Availability Requirements

24.1 Data Compatibility. Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

24.2 Data Availibility. To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

25 Accessibility and Safety

25.1 Accessibility. Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at http://www.access-board.gov

25.2 Safety. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

26 Purchase of Recycled or Recyclable Materials. The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

27 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

27.1 The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

27.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

28 Use of Funds for Match or Reimbursement. Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

28.1 The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

28.2 If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

29 Conflict of Interest. The Grantee, by signing and submitting Exhibit B, Conflict of Interest Disclosure Form, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

30 **Real Property Interest Report.** The Grantee must comply with the reporting requirements specified in Minnesota Statute 97A.056, Subd. 16.

31. Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

31.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.

31.2 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

31.3 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

31.4 Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

31.5 Any other applicable non-discrimination law(s).

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement.

Exhibit A: Work Plan

Exhibit B: Conflict of Interest Disclosure Form

Exhibit C: CPL Payment Manual

Grant Contract Agreement Signature Page

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: Signed by: Sacia Matheson

Signature: Sacia Matheson B6A89D0BFC244A6...

Title: Contracts Officer Date: May 15, 2026

SWIFT Contract No. 290461/3000299644

Grantee

With delegated authority

Print Name: Ashley Gallagher Signed by:

Signature: Ashley Gallagher 7B1045250E334A9...

Title: District Manager Date: May 15, 2026

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Department of Natural Resources

With delegated authority

Print Name: Kelly Straka

Signature: Signed by: kelly straka AF4DB0AF515A47A...

Title: Director, Division of Fish and Wildlife

Date: May 18, 2026

Initial AY May 15, 2026

Initial LK May 15, 2026

Docusign Envelope ID: 66403B5C-DDD0-4A5C-87D5-AF84A849E9FE

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: May 1, 2026

PROJECT CONTACT

Project Name: Land Conservation Program - Easement Batch 1
Organization Name: Dakota County Soil & Water Conservation District
Organization Type: Government
Mailing Address 1: 4100 220th Street West
Mailing Address 2: Suite 102
City, State ZIP Code: Farmington, MN 55024

Project Manager: Curt Coudron
Title: Project Management Supervisor
Phone: 651-480-7774
Email: curt.coudron@co.dakota.mn.us

PROJECT OVERVIEW

Sites / Location

County Name: Dakota
Project Site Name: Easement Batch 1 (Wilmar, ISD200, Betzler)
Total Project Sites: 3
Total Project Acres: 79

Land Ownership

Primary Land Ownership: Private
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Prairie
Additional Types: (N/A)

Activities

Primary Activity: Enhancement
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: (N/A)
Grant Request Level: (N/A)

Total Grant Amount Requested:	$75,000
Total Match Amount Pledged:	$7,500
Additional Funding Amount:	$0
Total Project Cost:	**$82,500**

PROJECT SUMMARY

This application includes three separate natural area easement sites located in Dakota County. Each easement is privately owned and permanently protected through their enrollment in the county's Land Conservation Program. The Wilmar Easemer located in Vermillion Township, consists of 42.3 acres of restored mesic prairie, shrubland and floodplain forest as well as a stretch of the DNR protected Vermillion River. Two management units encompassing the extent of the prairie communities ar facing pressure from woody volunteers, such as non-native Siberian Elm (Ulmus pumila). These upland units would also bene from additional forb enhancement to increase species diversity and improve pollinator habitat. The Betzler Easement consists 3.4 acres of Oak savanna and Oak woodland with small pockets of prairie forming as canopy gaps are created. Over the last several years, efforts have been made to control non-native species on site, most notably Common Buckthorn (Rhamnus cathartica). The site requires additional attention to prevent the reestablishment of non-native or weedy tree/shrub species an promote understory establishment and diversity. Lastly, the ISD 200 Easement spans 53.7 acres of both wetland and upland habitats which include restored mesic prairie and wet meadow transitioning to marsh and open water. This site is known local as a hotspot for migratory birds and various other species of wildlife. Many of the upland and wet-transitional management un also face pressure from fast-establishing woody species such as Cottonwood (Populus deltoides) and larger swaths of Reed Canary Grass (Phalaris arundinacea). These three easement sites collectively show a need for woody volunteer managemen and invasive species control while also showing a need for increased native, herbaceous diversity. Bundling these easement sites together and addressing their shared challenges through a regimen of prescribed burning and enhancement seeding (w appropriate, native seed mixes) will effectively combat these issues. Fire has played a crucial role in shaping the historical

CONSERVATION PARTNERS LEGACY GRANT

PROJECT SUMMARY (*Continued*)

landscape of Minnesota, especially by maintaining and promoting upland and grassland systems. We seek to return fire back to the landscape and use it as a management strategy that will play an important role in supporting diverse plant communities that provide habitat and resources for wildlife and pollinators as well as high quality green space for the landowners and the public at large.

PROBLEM STATEMENT

Each of the three easement sites included in this application are planned to have one prescribed burn across a select numbe of acres/management units during the grant period. Two of the three easement sites (Wilmar and ISD200 Easements) will als be overseeded with an approved, native seed mix shortly after the prescribed burn(s) has been completed. The project mana will coordinate with DNR staff for any/all seed mix approvals. Examples of potential seed mixes are included in the applicatior materials. The Betzler Easement was excluded from the native overseeding task as the site was interseeded in 2025. The prescribed burns are expected to take place between Fall 2026 and Spring 2029 and will be completed by a qualified restorat contractor selected through a formal solicitation process. The Conservation Corps of Minnesota will be contacted per grant requirements. One contractor will be selected to complete the entire workplan due to the similarity of tasks across each site. Fall will be the preferred season to conduct the burns for all easement sites, however there may be opportunity for Spring burning if deemed appropriate by the project manager and DNR staff. The complete prescribed burn and native overseeding workplan is as follows; for the Wilmar Easement, management units 4 and 5 will be burned and overseeded. For the Betzler Easement, all management units (1-5) will be burned. For the ISD200 Easement, management units 1-5 will be burned and overseeded. Due to the scale and sensitivity of the ISD200 Easement site, the contractor will have a maximum limit of burning up to 50% of the burn units/acres each calendar year. Prescribed burning and native overseeding are the selected methods f this enhancement project as they are some of the most valuable and effective strategies for managing natural areas. Fire has historically impacted Minnesota's landscapes and has helped maintain grassland ecosystems in particular. Using fire in a strategic and planned manner can positively impact land in several ways, including woody vegetation management, invasive species management and as a component of site preparation ahead of native seed installation. Prescribed burning and native seeding are cost-effective tasks and materials within the realm of ecological restoration, and since each of these easements have needs that can be addressed through burning and seeding, they are justifiable activities to implement.

PROJECT OBJECTIVES

Dakota County's Land Conservation Program has historically utilized state grant opportunities for both the acquisition and restoration of natural area easements. Once acquired, much of the remaining grant dollars tend to be allocated towards initial restoration efforts, as this is the most impactful step in improving the natural resources of said eased land. Since each of thes three easement sites have already undergone initial restoration, many of county's existing grants have limited flexibility to allocate additional funds for enhancement or follow-up management opportunities. Planned budget caps and reductions are taking effect in Dakota County in 2026, meaning that there are even fewer opportunities to fund work such as this using interr sources on previously restored easements. The Soil & Water Conservation District currently does not have a program or fund source to support one-off prescribed burns and enhancement seedings on existing native plantings, thus we also lack a mechanism to support this type of work on county easements. Therefore, it is imperative that CPL funding be requested to support easements such as these. Restoration projects, especially those for grassland ecosystems, require inputs and efforts beyond those in traditional 3-5-year restoration plans. Due to the presence and nature of invasive species as well as the process of woody encroachment, these restorations will revert back to less diverse, predominately non-native and closed canopy systems if left unchecked. Many of the landowners recognize this but often lack the financial and/or physical resource to carry out the work themselves. In order to maintain and better the natural areas within these three easements, these activities must be done swiftly and in support by state programs such as ECP before the burden continues to increase and vit habitats begin to disappear.

METHODS

(N/A)

EXPERIENCE / ABILITIES

(N/A)

PROJECT TIMELINE

Time Frame	Goal

CONSERVATION PARTNERS LEGACY GRANT

PROJECT TIMELINE *(Continued)*

Time Frame	Goal
Fall 2028	Complete Native Overseeding (Second Half) - ISD200 Easement
Fall 2028	Complete Prescribed Burns (Second Half) - ISD200 Easement
Fall 2027	Complete Native Overseeding (First Half) - ISD200 Easement
Fall 2027	Complete Prescribed Burns (First Half) - ISD200 Easement
Fall 2027	Complete Prescribed Burns - Betzler Easement
Fall 2026	Complete Native Overseeding - Wilmar Easement
Fall 2026	Complete Prescribed Burns - Wilmar Easement

Estimated Project Completion Date: 2029-06-01

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

(N/A)

2. Describe any urgency associated with this project.

(N/A)

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

(N/A)

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

(N/A)

5. Discuss use of native vegetation (*if applicable*).

(N/A)

6. Discuss your budget and why it is cost effective.

(N/A)

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

(N/A)

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Pam LaValle
Title: Finance and Grants Coordinator
Email: Pam.LaValle@CO.DAKOTA.MN.US
Phone: 651-480-7786

Street Address 1: 4100 220th Street West
Street Address 2: Suite 102
City, State ZIP Code: Farmington, MN 55024

Budget Details

Personnel

Name	Title / Work to be completed	Amount	Grant/Match	In-kind/Cash
Alex Scurto	Resource Conservationist	$6,500	Match	In-Kind
Pam LaValle	Finance and Grants Coordinator	$1,000	Match	In-Kind

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash

CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION (*Continued*)

Contracts (*Continued*)

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
TBD	Prescribed Burning/Seeding	$67,500	Grant	(N/A)

Equipment/Tools/Supplies

Item	Purpose	Amount	Grant/Match	In-kind/Cash
Native Seed	Native Seeding/Enhancement	$7,500	Grant	(N/A)

Additional Funding

Additional Funding Amount: $0

Budget Overview

Item Type	Grant	Match	Total
Personnel	-	$7,500	$7,500
Contracts	$67,500	-	$67,500
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	$7,500	-	$7,500
Additional Budget Items	-	-	-
Totals:	**$75,000**	**$7,500**	**$82,500**

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Niki Geisler
Organization: Dakota County
Title: Director, Parks Department

Phone: 952-891-7088
Email: Niki.Geisler@co.dakota.mn.us

Site Information

Habitat: Prairie **Activity:** Enhancement **Land Ownership:** Private

(1) **Site Name:** Betzler Easement
DOW Lake #: (N/A)
Acres: 4
PLS Section: Township - 114, **Range** - 16W, **Section** - 32
Open to Public Hunting? No
Open to Public Fishing? No

(2) **Site Name:** ISD200 Easement
DOW Lake #: (N/A)
Acres: 51
PLS Section: Township - 114, **Range** - 18W, **Section** - 15
Open to Public Hunting? No
Open to Public Fishing? No

(3) **Site Name:** Wilmar Easement
DOW Lake #: (N/A)
Acres: 25
PLS Section: Township - 114, **Range** - 18W, **Section** - 21
Open to Public Hunting? No
Open to Public Fishing? No

CONSERVATION PARTNERS LEGACY GRANT

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: Wilmar Easement:
Loggerhead Shrike (Lanius ludovicianus).

ISD200 Easement: Loggerhead Shrike (Lanius ludovicianus), Lark Sparrow (Chondestes grammacus), King Rail (Rallus elegans), Blanding's Turtle (Emydoidea blandingii), Common Gallinule (Gallinula galeata).

Betzler Easement: Kitten-tails (Synthyris bullii).

Mitigation Strategy: Avoid disturbance to the habitat (i.e. prescribed burning) and nesting sites if detected during primary nesting season. Preference will be to burn only a portion of larger sites (ISD200 only) in any given season to maintain desirat habitat throughout the year. Coordinate with Dakota County and/or DNR staff if rare species are detected to determine if any additional steps need to be taken for tracking and/or protection.

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate cagtegories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Letter of Support

File Name	Description
Betzler_-_ECP_Letter_of_Support.pdf	Letter of Support - Betzler
Dakota_County_-_Partner_Commitment_Letter_-SIGNEI pdf	Partner Commitment Letter - Dakota County
ISD200_-_Dakota_County_SWCD_letter_of_support.pdf	Letter of Support - ISD200
Wilmar_-_Land_Restoration_Letter.pdf	Letter of Support - Wilmar

Restoration Plan

File Name	Description
Betzler_NRMP_LMW_02-05-18.pdf	Natural Resource Management Plan - Betzler Easement
Stoffel_11-29-17_LMW_(2).pdf	Natural Resource Management Plan - ISD200 Easement
Wilmar_NRMP_MLL_12-22-17_LMW.pdf	Natural Resource Management Plan - Wilmar Easement

Supplemental Document

File Name	Description
2025_SSNS_MN_CRP_CREP_Seed_Mixes.pdf	Native Seed Mix Examples

FINAL APPLICATION SUBMISSION

P **I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.**

P **I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.**

CONSERVATION PARTNERS LEGACY GRANT

FINAL APPLICATION SUBMISSION *(Continued)*

P **I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.**

P **I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.**

P **I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this applidation. I have attached the required type and number of forms as necessary for this project.**

P **I am aware that by typing my name in the box below, I am applying my signature to this online document.**

Signature: Alex J. Scurto

Organization / Agency: Dakota County Soil & Water Conservation District

Title: Resource Conservationist

Date Signed: March 3, 2026

(CPL Grant Application ID = 2749)

Board of Commissioners

Request for Board Action

Item Number: DC-5761 **Agenda #:** 11.4 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Amend 2026 Adopted Budget And Authorization To Execute Second Contract Amendment With Damon Farber Associates, Inc. To Provide Additional Construction Administration And Design Engineering For Completing Mississippi River Greenway In South St. Paul, Inver Grove Heights, Rosemount, Nininger Township And Hastings, County Project P2000232

RESOLUTION

WHEREAS, the Completing the Mississippi River Greenway project is for preliminary and final design of wayfinding, landscaping, EV charging stations, interpretation and rest areas; and

WHEREAS, the County utilized public engagement for this project, including pop ups and user intercept; and

WHEREAS, by Resolution No. 24-173 (March 26, 2024), the County executed a contract with Damon Farber Associates, Inc. for preliminary and final design consulting services; and

WHEREAS, the contract did not account for construction administration of the project which will be necessary due to the varying deliverables and complex designs, development of a no-rise certificate that was not an anticipated project need, and additional design engineering beyond original scope; and

WHEREAS, County staff recognizes and recommends the proposed additional tasks as necessary to complete the project successfully; and

WHEREAS; staff negotiated an amount of $108,460 with Damon Farber Associates, Inc. to complete the work.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or delegate to execute an amendment to the contract with Damon Farber Associates, Inc., for additional services necessary for the Mississippi River Greenway in the amount of $108,460, resulting in a total amended contract not to exceed $503,103, subject to approval by the County Attorney's Office as to form.

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the amendment of the 2026-2030 Dakota County Parks and Greenways Capital Improvement

Program to convert the $360,000 of Environmental Legacy Fund dollars into Sales and Use Tax dollars.

BACKGROUND

The Completing the Mississippi River Greenway is a design project delivering additional landscaping, new and updated wayfinding, EV charging stations, and interpretation and trail rest stops and overlooks to the 28-mile regional trail. The improvements are in part funded by the 2023 Federal RAISE Grant, LCCMR ENRTF funding, the National Parks Service, and the Infrastructure Investment and Jobs Act. Dakota County Staff are actively pursuing other funding opportunities as well.

Landscaping will occur at the new waysides and along Concord Boulevard in Inver Grove Heights to deliver more shade to trail visitors. The rest stops and interpretation are using the 2014 Dakota County Mississippi River Trail Interpretive + Experience Design Plan and identified natural areas along the greenway to design interpretive waysides that incorporate Dakota County history and scenic rest stops of the river and the greenway's surrounding natural areas. The wayfinding uses the 2023 Dakota County Greenways Wayfinding Standards Manual to enhance the branding and navigability of the greenway.

The follow three additional services are necessary for the completion of this project:

Construction Administration Services

Damon Farber Associates. Inc. (DF) will provide full construction administration services for the construction and installation of this project for a fee of $80,000.

Development of No-Rise Certificate

DF is providing the submittal of a no-rise certificate for the trail waysides, a set of stairs down to the river, due to its location being within the Mississippi River Floodway. This is to be delivered for a fee of $12,460.

Additional Design Services

Due to newly available funding sources, additional design services and detail sheets are necessary to deliver the final project for a fee of $16,000.

RECOMMENDATION

Dakota County Staff recommends executing a contract amendment with DF in the amount of $108,460, increasing the total contract amount from $394,643 to $503,103. Dakota County Staff additionally recommends converting the $360,000 of Environmental Legacy Fund allocated for design into Sales and Use Tax dollars.

FINANCIAL AND STAFFING IMPACTS

Project 2000232 Completing the Mississippi River Greenway

Current Project Budget

Funding Source	Total Budget	Available Budget
Parks County Funds	$372,786	$325,358
ELF (needs to be released)	$360,000	$0
USDOT - RAISE Grant	$1,500,000	$1,500,000

MNDOT - IIJA Grant	$561,088	$561,088
MN DNR ENRTF Grant	$368,000	$368,000
NPS Grant	$168,000	$168,000
Total	**$3,329,874**	**$2,922,446**

Proposed Project Budget

Funding SourceTotal BudgetAvailable Budget		
Parks County Funds	$62,786	$15,358
ELF	$0	$0
Sales & Use Tax	$468,460	$108,460
USDOT - RAISE Grant	$1,500,000	$1,500,000
MNDOT - IIJA Grant	$561,088	$561,088
MN DNR ENRTF Grant	$368,000	$368,000
NPS Grant	$168,000	$168,000
Total	**$3,438,334**	**$3,030,906**

PREVIOUS BOARD ACTION
24-173; 3/26/24

ATTACHMENTS
Attachment: Amendment Memorandum
Attachment: Contract Summary Sheet

CONTACT
Department Director: Niki Geisler
Author: Michael Honer

DF/

June 19, 2026

Mr. Michael Honer
Dakota County Greenways Project Manager
14955 Galaxie Ave, Apple Valley, MN 55124

RE: Contract Modification for Completing the Mississippi Greenway
Contract No.: DCA21482
DF Project No.: 24-116

Dear Michael,

With construction documents nearing completion, we have developed an expanded scope and corresponding fee that better align with the needs of construction administration for a project of this scale. The original proposal included a base fee of $10,000 for limited bidding and construction administration services, consistent with the RFP and the County's initial intent to self-perform most of the construction administration with limited support from the design team. This updated approach includes more comprehensive submittal review, enhanced coordination, and increased on-site observation by our team. We believe this level of effort will help support a smoother construction process and ensure the project meets expectations. We have also been holding a few additional scope items that we would propose including in the same amendment. A summary is below:

1. Additional construction administration services associated with the expanded scope noted above in the amount of $79,809. See the overview and detailed scope of services below for this effort.

2. Additional design refinements for the Fisher Avenue Trailhead and Hastings Bridge interpretive sites, including modification of the Hastings Bridge site location and additional study of bridge structure reuse. The proposed fee for these refinements and associated services is $16,000.

3. Development of the no-rise certificate package for the Kaposia landing. This scope was not anticipated at project start, and we are requesting an additional service fee of $12,460. Tyler at HDR has indicated this work is nearing completion and is currently in QA/QC, with submittal anticipated next week.

Construction Administration Scope Overview

As the design team finalizes bidding documents for this project, it is clear Dakota County will benefit from additional construction administration support to successfully deliver the work, particularly given the number of custom elements and the need for timely, well-documented decisions during construction. The original proposal included a base fee of $10,000 for limited bidding and construction administration services per the RFP, reflecting the County's initial intent to self-perform most construction administration with light design team support. Based on the completed construction documents and current project needs, we have developed an expanded scope and fee that is commensurate with a project of this type and includes more involved review, coordination, and on-site observation by the design team. This work plan assumes a 6–8 month construction duration. If construction extends into a second season, we will coordinate to support the extended timeline. However, additional construction administration effort may be required depending on the duration and complexity of the extended period.

Task 12 – Construction Administration (Detailed scope of services)

Services are intended to support Dakota County's construction management staff by providing clarifications, timely reviews, and field observation/documentation. This task includes periodic construction observation only. The DF/HDR team will not control or be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. It is assumed that the County will also provide routine on site observation and will have ultimate approval authority on the construction contract.

Preconstruction Meeting
At the preconstruction meeting, we will confirm communication pathways, roles/responsibilities, and decision-making authority among the County, contractor, design team, and subconsultants. We will review the contract documents and identify critical and custom elements (such as specialty structures, mockups, and wall/finish details) that warrant early coordination and prioritized submittals.

RFIs, Submittals, and Shop Drawing Review
For RFIs, submittals, and shop drawings, we will leverage the contractor's construction management software (ie procore) to organize and review workflow that supports quality control and timely field progress. We will perform technical reviews of contractor submittals and shop drawings for conformance with the contract documents, with particular attention to custom project elements and required mockups and product data. Reviews will focus on design intent and contract compliance. The contractor remains responsible for means/methods, safety, and fabrication/installation procedures. 50 submittals are assumed including shop drawing review of pergola structures, pavement and wall mock ups. We will respond to RFIs with written clarifications and, when appropriate, sketches, coordinating internally across disciplines to provide consistent direction. 10 RFI responses are assumed.

Attend Construction Meetings (Biweekly / 6 Months)
We will participate in construction progress meetings throughout the active construction period (assumed 6–8 months). Meetings are anticipated to occur on a biweekly cadence, with a mix of in-person and virtual attendance as appropriate for the agenda and project needs. Our participation will focus on timely issue resolution and maintaining alignment with design intent, including coordination on upcoming work, open RFIs/submittals, field clarifications, and any potential impacts to cost or schedule. We will track decisions, action items, and open issues, confirming responsible parties and due dates to reduce the risk of schedule impacts.

Engineering During Construction
Engineering during construction will focus on timely responses to field conditions and constructability questions, with discipline coordination to maintain a clear and consistent design position. When needed, we will develop clarifying sketches and limited design refinements to support the intent of the contract documents and resolve field conflicts that are not fully addressed through an RFI response alone. We will support change management by reviewing contractor proposals for scope, schedule, and technical appropriateness and coordinating with the County on required documentation and decision timing. As requested by the County, we can also support review of progress payment documentation to help verify that requested payments align with observed progress and documented completion.

Construction Observation
Construction observation will consist of periodic site visits during key activities and milestones to evaluate general conformance with the contract documents and to identify items that require clarification or correction. We will coordinate observations around critical custom features (such as mockups, specialty structures, interpretive/wayfinding installations, concrete/finishes, and electrical features). Following observations, we will document progress, questions, and follow-up items in concise observation reports, including photos as appropriate. The design team does not direct construction means/methods and is not responsible for site safety programs.

Punch Lists
Punch list support will include substantial completion and closeout walkthrough participation, with attention to completeness, functionality, finish quality, and conformance with approved submittals and contract requirements. We will prepare and/or review punch list documentation as coordinated with County procedures, including clear locations, descriptions, responsible party, and target completion dates. As requested, we will verify punch list completion and support closeout documentation coordination, including warranties, O&M information for electrical/charging components, and final record documentation.

Prepare As-Built (Record) Drawings
For as-built (record) drawings, we will compile record information from contractor redlines, approved change documentation, RFI responses, and field directives. We will coordinate across disciplines to incorporate final constructed conditions and ensure record drawings reflect approved modifications and final locations of key project elements.

Please let me know if you have any questions or would like to discuss the scope or fees in more detail. See the following page for a breakdown of subtasks and associated fees.

Sincerely,
Damon Farber Landscape Architects

Andrew Montgomery, PLA
Senior Associate
d. 612-455-6996

- See following page for fee table and subtasks -

Completing the Mississippi River Greenway Fee Table Updated: 6/16/2026	DF			HDR					
	Principal Landscape Architect	Project Landscape Architect / PM	Associate	Project Manager/ Civil Lead	Civil Engineer I	Electrical Engineer I	Senior Structural Engineer	TOTAL HOURS	BASE FEE
TASK XII - CONSTRUCTION ADMINISTRATION									
Preconstruction Meeting		2	2	2				6	$1,110
RFI's, submittals, shop drawing review, etc	2	24	24	6		6	14	76	$14,218
Attend construction meetings (biweekly/6mo)	4	20	20	8		2	4	58	$10,578
Engineering During Construction	2	24	24	8	8	8	8	82	$14,496
Construction Observation	6	60	40	24	16		24	170	$31,788
Punch lists	2	8	16	4			4	34	$6,208
Prepare as-built drawings		4	8		4		2	18	$2,964
Total Hours	16	138	126	52	24	16	54	**426**	**$78,398**

SUBTOTAL FEE	DF			HDR					
Subtotal Hours	16	138	126	52	24	16	54	**426**	**$78,398**
Cost Per Hour	$220	$175	$150	$230	$135	$155	$262		
Total Cost	$3,520	$24,150	$18,900	$11,960	$3,240	$2,480	$14,148		
							Mileage	$1,411.16	
							Subtotal Fee	**$79,809.16**	

Construction Services hours are based on a series of assumptions on meetings, submittals, and duration that are documented in the scope.

RBA CONTRACT SUMMARY SHEET

CONTRACTOR INFORMATION

Damon Farber Associates, Inc.

CONTRACT TERM

Start Date: Upon contract execution

End Date: 12/31/2026 or upon project completion

CONTRACT DOLLAR AMOUNT

$108,460 added to original contract of $394642.20 for NTE of $503,102.20

SCOPE OF SERVICES OR GENERAL DESCRIPTION

The Completing the Mississippi River Greenway is a design project delivering additional landscaping, new and updated wayfinding, EV charging stations, and interpretation and trail rest stops and overlooks to the 28-mile regional trail. The improvements are in part funded by the 2023 Federal RAISE Grant, LCCMR ENRTF funding, the National Parks Service, and the Infrastructure Investment and Jobs Act. Dakota County Staff are actively pursuing other funding opportunities as well.

Landscaping will occur at the new waysides and along Concord Boulevard in Inver Grove Heights to deliver more shade to trail visitors. The rest stops and interpretation are using the 2014 Dakota County Mississippi River Trail Interpretive + Experience Design Plan and identified natural areas along the greenway to design interpretive waysides that incorporate Dakota County history and scenic rest stops of the river and the greenway's surrounding natural areas. The wayfinding uses the 2023 Dakota County Greenways Wayfinding Standards Manual to enhance the branding and navigability of the greenway.

The original contract did not account for construction administration of the project which will be necessary due to the varying deliverables and complex designs, development of a no-rise certificate that was not an anticipated project need, additional design engineering beyond original scope.

Board of Commissioners

Request for Board Action

Item Number: DC-5822 **Agenda #:** 11.5 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Eagan For Natural Resource Restoration And Enhancement Projects And Amend Parks And Greenways Capital Improvement Program Budget

RESOLUTION

WHEREAS, by Resolution No. 20-568 (November 17, 2020), the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (LCP), which included as a goal the establishment of a City-County Collaborative for natural resources planning, protection, and management; and

WHEREAS, the City of Eagan ("City") and Dakota County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City; and

WHEREAS, the County anticipates providing limited technical and ecological services to the City such as assistance with grant writing, planning, plant and species identification, and similar services where the County's assistance or collaborative planning will further the goals of the County's LCP; and

WHEREAS, the City and the County desire to have a single master agreement for all such projects within the City, and to provide for the agreement to be modified over time as projects are added or modified and as cooperative opportunities and implementation efficiencies may change; and

WHEREAS, the initial project identified by this agreement is the production of a natural resources management plan for Patrick Eagan Park; and

WHEREAS, future amendments will be made by adding or updating exhibits as new projects are undertaken.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or delegate to execute a joint powers agreement with the City of Eagan for natural resources restoration projects.

BE IT FURTHER RESOLVED, That the Parks and Greenways Capital Improvement Program Budget is hereby amended as follows:

Expense
2000496 CCCC Eagan Patrick Eagan Restoration: $1,920
Total Expense: $1,920

Revenue
City of Eagan: $1,920
Total Revenue: $1,920

BACKGROUND
The Natural Resources Restoration joint powers agreement (JPA) (Attachment: Draft JPA) uses a previously established standardized, citywide template for collaboration, replacing the need for multiple project-specific agreements for each of these projects. It centralizes information for jointly managed restoration projects in an efficient, transparent format.

A map with the location of Patrick Eagan Park (Attachment: Project Map) is attached.

RECOMMENDATION
Staff recommends executing this JPA with Eagan to formalize the ongoing collaboration in alignment with the LCP and to begin work on the natural resources management plan (NRMP) for Patrick Eagan Park.

FINANCIAL AND STAFFING IMPACTS
By Resolution No. 22-334 (August 23, 2022), the Dakota County Board of Commissioners authorized the execution of a grant contract with the State of Minnesota for $6.2 million from the Minnesota Legislature's 2022 (ML22) Outdoor Heritage Fund (OHF). Grant funding is available until June 30, 2027, and will be used to support the project included in this JPA.

Per the LCP and City-County Conservation Collaborative program guidelines, collaborative projects include a minimum 15% cash or in-kind match from the participating city. Per the JPA, the City of Eagan will reimburse Dakota County for 15% of the contracted cost of preparing an NRMP for Patrick Eagan Park. The requested budget amendment represents new revenue from City of Eagan toward this project.

2000496 4C Eagan Patrick Eagan Restoration

Current Project Budget

Funding Source	**Total Approved Budget**	**Available Budget**
Outdoor Heritage Fund (OHF ML22)	$12,802	$0
Total	**$12,802**	**$0**

Proposed Project Budget

Funding SourceTotal Approved BudgetAvailable Budget		
Outdoor Heritage Fund (OHF ML22)	$12,802	$0
City of Eagan Cost Share	$1,920	$1,920

Total	**$14,722**	**$1,920**

PREVIOUS BOARD ACTION
20-568; 11/17/20
22-334; 8/23/22

ATTACHMENTS
Attachment: Draft JPA
Attachment: Project Map
Attachment: Caponi Art Park Map - North Units
Attachment: Caponi Art Park Map - South Units

CONTACT
Department Director: Niki Geisler
Author: Meghan Manhatton

JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF EAGAN FOR
NATURAL RESOURCE RESTORATION AND ENHANCEMENT PROJECTS

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("County") and the City of Eagan ("City"). This Agreement uses the word "Parties" for both the County and the City.

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

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

WHEREAS, by Resolution 20-568, the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (the "LCP"), which included as a goal the establishment of a City - County Collaborative for natural resources planning, protection, and management.

WHEREAS, the LCP also included as a goal that the County, in collaboration with Cities, should identify land protection priorities and opportunities, develop natural resource management plans and priorities for city properties, develop joint grant proposals, and improve efficiencies and lower costs by sharing resources and equipment.

WHEREAS, the County has worked with cities within the County to jointly develop guidelines and criteria for implementing certain natural resources management and restoration collaborative projects, under which guidelines cities may submit potential natural resource restoration projects for County assistance.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the County anticipates providing limited technical and ecological services to the City such as assistance with grant writing, planning, plant and species identification, and similar services where the County's assistance or collaborative planning will further the goals of the County's LCP.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master agreement for all such projects within the City, and to provide for that agreement to be modified over time as Projects are added or modified and as cooperative opportunities and implementation efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of defining the responsibilities of the Parties for projects to be identified through this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the implementation and maintenance of various natural resources-related projects and ecological services located on City-owned property, as more fully described herein.

ARTICLE 2
TERM

This Agreement shall be effective as of the date of the signatures of the Parties (the "Effective Date") and shall remain in effect until terminated by the Parties pursuant to Article 9 of this Agreement or unless termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3
NATURAL RESOURCES PROJECT COLLABORATION

3.1 Natural Resources Project Management. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County or its agents or contractors will provide restoration services for projects as may be identified on Exhibit 1 and any addendum to Exhibit 1 (the "Restoration Projects" or "Projects"). The Restoration Projects will be completed according to an individual Natural Resources Management Plan to be established for each Restoration Project (the "Restoration Project NRMP"). A copy of the Restoration Project NRMP will be maintained on file with the County and will be summarized on a Restoration Project Work Plan included on Exhibit 1 and any addendum to Exhibit 1. (Exhibit 1 and its addenda (e.g. 1a, 1b, 1c) are collectively referred to herein as "Exhibit 1".) Unless otherwise specified on Exhibit 1, the County will lead the Restoration Project and shall be responsible for soliciting bids and awarding contracts for the Restoration Project. To the extent a Restoration Project includes stormwater management or other work relating to or affecting City infrastructure, the County will not begin such work until engineering plans for that portion of the Restoration Project (if any) have been approved by the City Engineer.

3.2 County Financial Contribution Maximum. Unless otherwise specified in an Exhibit, the County's financial obligation for the costs of the Restoration Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified on Section 3.4, the City shall be responsible for all Restoration

Project costs exceeding the County Maximum Contribution, subject to the City's approval of such costs as provided for in this Agreement. The total Restoration Project costs shall be determined based on the County's solicitation method for the Restoration Project and any approved contract change orders or amendments during the Restoration Project.

3.3 Notice to City Prior to Award of Contract and Approval of Change Orders. If the County is leading the Restoration Project, the County will notify the City of the amount of the selected bid. The City shall thereafter notify the County as to whether the City approves the Restoration Project or whether it wishes to terminate the Restoration Project based on the amount of the bid. Such notice will be provided promptly, within at least fourteen (14) days of receipt by the city of the bid notification, to allow the County to award or reject the bid. If the City accepts the lowest responsive bid amount and approves proceeding with the Restoration Project, or does not respond to the County within fourteen days of receiving the bid notification, , the County shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement and the applicable Exhibit for the Restoration Project. Following the contract award, the County will obtain the City's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the City's share of the Restoration Project costs. The City acknowledges and agrees that the County may terminate or reduce the scope of the Restoration Project at any time if the City does not approve a change order or contract amendment and such change order or amendment would require the County to incur costs exceeding the County Maximum Contribution.

3.4 City Funding Obligation. Unless the City rejects a bid amount for a Restoration Project pursuant to Section 3.3 of this Agreement, the City shall reimburse the County for Restoration Project costs in excess of the County Maximum Contribution, unless a different City contribution amount is identified on the applicable Exhibit for the Restoration Project, which amount may be $0. The County will administer the contract for the Restoration Project and will make all required payments to the contractor. Following payments to the contractor, the County will submit an invoice to the City for reimbursement of the City's proportionate share of the contractor payments. The City shall reimburse the County for its share of the payments within 35 days of receipt of the invoice.

3.5 License for Restoration Project Activities. The City shall be responsible for designating appropriate locations within the Restoration Project area for access, staging activities, and any necessary equipment or materials storage relating to the Project. The City grants a license for the County and its employees, agents, and contractors to conduct the Projects within the areas shown on the applicable Restoration Project Exhibit and other City property and City right-of-way to the extent necessary to complete the Project pursuant to this Agreement. The License shall remain in effect for as long as necessary for the County to reasonably undertake and complete its obligations or designated activities as identified in this

Agreement or on any Exhibit.

3.6 Restoration Project Support. The City, or its agents or contractors, will provide support where needed in the field and working as the communication link as necessary, to the extent a Restoration Project may affect activities on City property. The City will also provide oversight and approval of engineering plans (if any) for Project activities that may affect City infrastructure.

3.7 Acknowledgment. When Restoration Project funding partners are identified on a Project Exhibit, the City shall appropriately acknowledge the assistance provided by the County and the designated funding partners, such as the State of Minnesota through the Outdoor Heritage Fund, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Additional acknowledgements, such as posting signs acknowledging a funding partner, may be required if identified as part of the Restoration Project Exhibit. The County will provide any required signage, language, graphics, etc. to the City.

3.8 City Responsibility for Maintenance of Native Vegetation. Following completion of a Restoration Project, the Parties will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area as identified on the Restoration Project Exhibit. If no maintenance obligations are identified on an applicable Exhibit, the City shall be responsible for ongoing maintenance of areas that are not located within a County easement so long as the City continues to own the Restoration Project property. Unless otherwise identified on an Exhibit, such maintenance shall maintain the integrity of the native plantings, but will be performed according to a maintenance schedule to be determined by the City. Specific maintenance responsibilities may be identified on the applicable Project Exhibit. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

ARTICLE 4
ECOLOGICAL SERVICES COLLABORATION

The Dakota County Parks Director may allocate staff hours to provide technical assistance for natural resources-related projects or programs to the City, such as grant writing, planning assistance, plant and species identification, and similar technical services (“the Ecological Services” or “Services”). The allocation of County resources for such Services will be in the County’s sole discretion and depend on the Dakota County Parks Director’s determination that the allocation of staff time is consistent with County interests and related to the County’s LCP, and resources are available. Nothing in this Agreement shall be construed as a guarantee that the City will receive Ecological Services from the County.

ARTICLE 5
PROJECT IDENTIFICATION

5.1 Initial Projects. The Parties have identified the following Projects to be completed pursuant to this Agreement, as identified on Exhibit 1:

(a) Patrick Eagan Park Natural Resources Management Plan.

5.2 Future Projects. The parties will confer periodically at their convenience to consider additional Restoration Projects or similar projects within the City. The City may also, at its convenience, submit requests for Projects and Ecological Services pursuant to the County's guidelines and criteria. Any additional Projects agreed to by the Parties shall be governed by and incorporated into this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 6.3 of this Agreement.

ARTICLE 6
AMENDMENTS

6.1 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.

6.2 Administrative Amendments. The Authorized Representatives (as defined in Article 8) may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 6.1. Minor modifications of the Restoration Project areas and tasks identified on Exhibits 1 and 2 made for the convenience of the Parties shall be considered non-material amendments, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact the Party's approved budget for its obligations under this Agreement. Nothing in this Section 6.2 requires a Party to process an amendment administratively if, in the Party's sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.

6.3 Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Restoration Project identified in the Exhibits or the modification of a Restoration Project or Project obligations that, in the view of an individual Party, significantly impact that Party's budget for the Project, shall require authorization and approval by the Parties' respective governing bodies.

ARTICLE 7
LIABILTY

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages

resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice 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:

Niki Geisler
Parks Director
Dakota County Parks
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: Niki.geisler@co.dakota.mn.us

To the City:

Andrew Pimental
Director of Parks and Recreation
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
Email: andrew.pimental@eaganmn.gov

With a Copy to:

Robert B. Bauer
City Attorney
Dougherty, Molenda, Solfest, Hills & Bauer P.A.
14985 Glazier Avenue, Suite 525
Apple Valley, MN 55124
Email: rbauer@dmshb.com

8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a

liaison shall be designated by the County and the City within the applicable Project Exhibit. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

ARTICLE 9
TERMINATION

9.1 Termination without Cause. This Agreement may be terminated without cause, by either Party upon (60) calendar days' written notice of intent to terminate. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred or obligated pursuant to this Agreement prior to the notification.

9.2 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the Parties to undertake their respective obligations under Articles 3, 4, and 5.

9.3 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement or any individual Project shown in an Exhibit immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred pursuant to this Agreement prior to the notification.

ARTICLE 10
GENERAL PROVISIONS

10.1 Cooperation. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner. The Parties further agree to cooperate in the administration of contracts and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator. If the County Manager and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council

.

10.2 Public Communications and Information. The City will be responsible for public education for safe use of City property and communicating

information to the public and other key stakeholders regarding Project activities located on City property or otherwise affecting City infrastructure.

10.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.

10.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

10.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.

10.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

10.7 Minnesota Law Governs. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.

10.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

10.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

10.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of

this Agreement.

10.11 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

DAKOTA COUNTY

By: _____
Georg T. Fischer, Director
Physical Development Division

Date: _____

CITY OF EAGAN

By: _____
Mike Maguire
Its: Mayor

Date: _____

By: _____
Elizabeth VanHoose
Its: City Clerk

Date: _____

Dakota County Contract #
County Board Res. No.

DRAFT

EXHIBIT 1

Projects

Exhibit 1A: Patrick Eagan Park Natural Resources Management Plan

DRAFT

EXHIBIT 1A

Project Title: Patrick Eagan Park Natural Resources Management Plan

Development of a Natural Resources Management Plan (NRMP) for Patrick Eagan Park.

I. NRMP Scope

a. Assessment of current ecological condition of the site
b. Identification of restoration goals and recommended activities
c. A detailed five-year workplan to work toward meeting the restoration goals.

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:
Meghan Manhatton
Natural Resource Supervisor
Dakota County Parks
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7108
Email: meghan.manhatton@co.dakota.mn.us

City Liaison:
Andrew Pimental
Director of Parks and Recreation
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
Telephone: (651) 675-5506
Email: andrew.pimental@eaganmn.gov

Figure 1 – Map of Project Location

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III. Funding Details

a. Source: The project will be completed using a combination of grants and cash match from the City and County. Projected costs are based on an existing contract between the County and Friends of the Mississippi River for NRMP development. See Table 1 for details on estimated costs and funding sources.

b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), the City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement. The total Project costs shall be determined based on the County's contract with Friends of the Mississippi River and any approved contract change orders or amendments during the Project.

c. City Funding Obligation: The City has agreed to provide cash match to equal or exceed 15% of the total Project costs. The County will invoice the City for its total cash contribution following the parties' review and approval of the NRMP draft.

d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will assist the City with identifying any required signage, language, graphics, etc. to the City.

IV. Other Obligations

a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the timeline are non-material.

Contractor to begin drafting NRMP	Summer 2026
City of Eagan to Review and Approve Draft NRMP	Winter 2026
NRMP Finalized and Delivered to City of Eagan	June 30, 2027

EXHIBIT 2
Funding

2A: Patrick Eagan Park Natural Resources Management Plan

DRAFT

EXHIBIT 2A

Table 1 – Funding Sources for Patrick Eagan Park Natural Resources Management Plan

Funding Source	Amount	Cost Share
Maximum Outdoor Heritage Fund State Grant (cash)	$10,882	85%
Minimum City (in-kind)	$1,920	15%
Total project value	**$12,802**	

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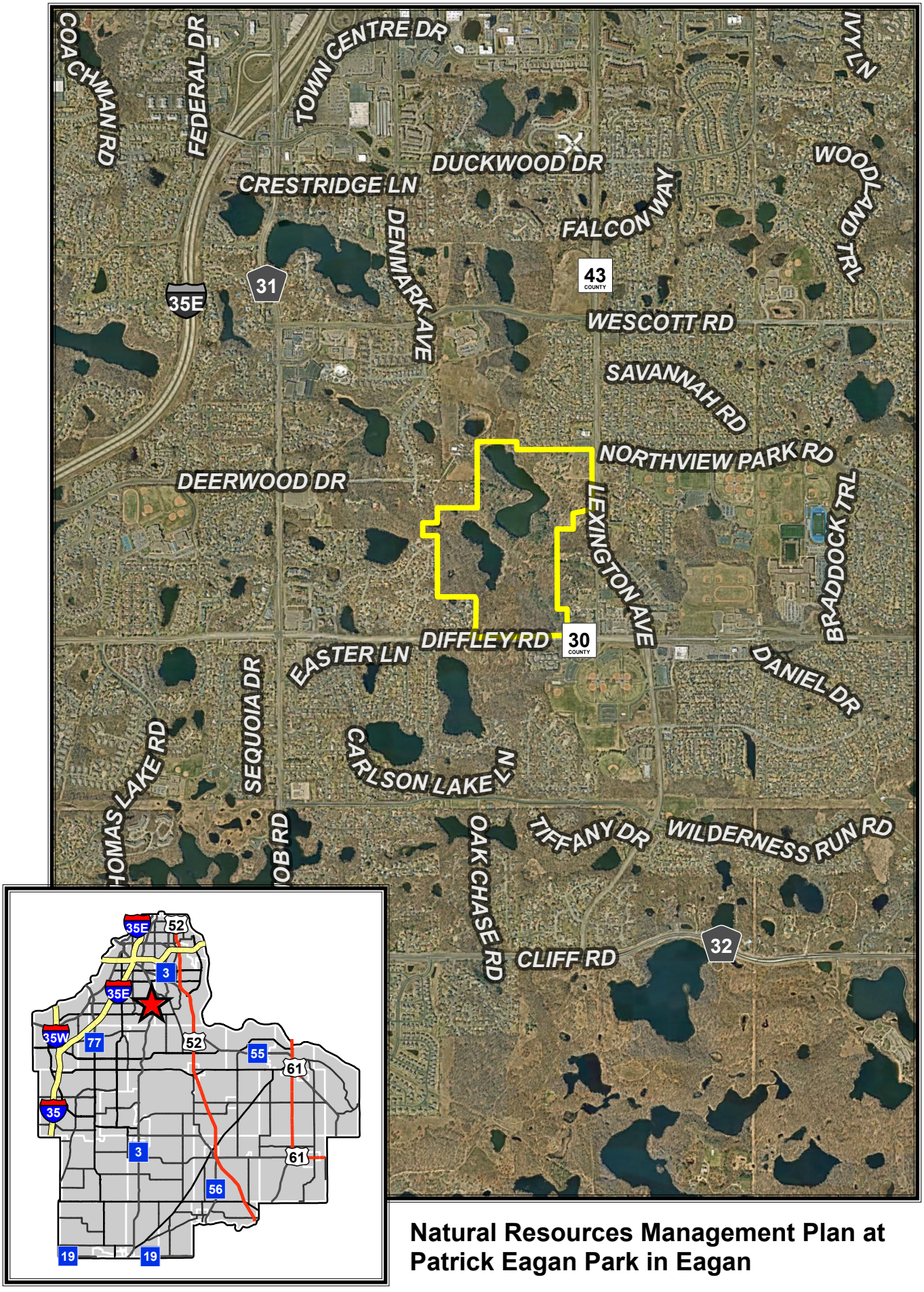


Natural Resources Management Plan at Patrick Eagan Park in Eagan

Board of Commissioners

Request for Board Action

Item Number: DC-5826 **Agenda #:** 11.6 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Accept Minnesota Pollution Control Agency 3M PFAS Settlement Priority 2 Grants, Execute Grant Agreements With Minnesota Department Of Natural Resources For Spring Lake Park Reserve Restoration Project And Mississippi River Water Access Improvements In South Saint Paul, And Amend 2026 Parks Capital Improvement Program

RESOLUTION

WHEREAS, the funding for the 3M PFAS Settlement Priority 2 Grant Program stems from the 2018 settlement with the 3M Company, which provided compensation to the State of Minnesota for harm done to natural resources and lost natural resource services from the release of PFAS into the environment; and

WHEREAS, Dakota County was eligible to apply for these grant funds for projects that align with the settlement goals and take place within the Priority 2 Project Area; and

WHEREAS, the Dakota County Board authorized staff to submit two grant applications within the Priority 2 Project Area; and

WHEREAS, the two projects are located along the Mississippi River Greenway at Spring Lake Park Reserve and at Kaposia Landing in South Saint Paul; and

WHEREAS, the Minnesota Department of Natural Resources and the Minnesota Pollution Control Agency have reviewed the applications and have notified Dakota County that both applications have been awarded grant dollars.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or delegate, to accept two grants from the Minnesota Department of Natural Resources from the Minnesota Pollution Control Agency 3M PFAS Settlement Priority 2 Grant Program: Spring Lake Park Reserve Restoration for $1,228,694 and Mississippi River Water Access Improvements in South Saint Paul for $310,000, execute grant agreements, and amend the 2026 Parks Capital Improvement Program as follows:

Expense

Upper Spring Lake 3M PFAS Restoration Project (2000707): $1,288,694
Mississippi River Greenway (2000232): $310,000
Total Expense: $1,598,694

Revenue
3M PFAS Settlement Priority 2 Grants: $1,598,694
Total Revenue: $1,598,694

BACKGROUND
In February 2018, the State of Minnesota and the 3M Company (3M) announced an agreement to settle the State's natural resources damage lawsuit for environmental harm and losses due to PFAS contamination in the East Metropolitan Area. The settlement agreement's second priority is to fund projects that restore and enhance aquatic resources, wildlife, habitat, fishing, resource improvement, and outdoor recreational opportunities in the East Metropolitan Area and in downstream areas of the Mississippi and St. Croix Rivers.

Following County Board approval by Resolution No. 25-399 (August 26, 2025), two grant applications were submitted.

On June 26, 2026, staff were informed that both applications were selected to be awarded funding.

RECOMMENDATION
Authorize the County Manager or delegate to accept two grants from the Minnesota Department of Natural Resources and Minnesota Pollution Control Agency 3M PFAS Settlement Priority 2 Grant Program: Spring Lake Park Reserve Restoration for $1,228,694 and Mississippi River Water Access Improvements in South Saint Paul for $310,000, execute grant agreements, and amend the 2026 Parks Capital Improvement Program.

FINANCIAL AND STAFFING IMPACTS

2000707 Upper Spring Lake 3M PFAS Restoration - New Project
Proposed Budget

Funding Source	Total Budget	Available Budget
3M PFAS Settlement Priority 2 Grant	$1,288,694	$1,288,694
Total	**$1,288,694**	**$1,288,694**

2000232 Mississippi River Greenway - Wayfinding, Landscaping, Interpretation
Current Budget

Funding Source	Total Budget	Available Budget
Parks County Funds	$372,786	$325,358
*Environmental Legacy Fund	$360,000	$0
USDOT - RAISE Grant	$1,800,000	$1,800,000
MNDOT - IIJA Grant	$561,088	$561,088
MN DNR ENRTF Grant	$368,000	$368,000
NPS Grant	$168,000	$168,000
Total	**$3,629,874**	**$3,222,446**

2000232 Mississippi River Greenway - Wayfinding, Landscaping, Interpretation
Proposed Budget

Funding Source	Total Budget	Available Budget
3M PFAS Settlement Priority 2 Grant	$310,000	$310,000
Parks County Funds	$62,786	$15,358
*Environmental Legacy Fund	$0	$0
*Sales & Use Tax	$468,460	$108,460
USDOT - RAISE Grant	$1,800,000	$1,800,000
MNDOT - IIJA Grant	$561,088	$561,088
MN DNR ENRTF Grant	$368,000	$368,000
NPS Grant	$168,000	$168,000
Total	**$3,738,334**	**$3,330,906**

*Another RBA (DC-5761) is pending to adjust ELF/SUT funds on this project. The proposed budget above includes the changes proposed in DC-5761.

PREVIOUS BOARD ACTION
25-399: 08/26/25

ATTACHMENTS
None.

CONTACT
Department Director: Georg Fischer
Author: Niki Geisler

Board of Commissioners

Request for Board Action

Item Number: DC-5828 **Agenda #:** 11.7 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE
Approval Of Right Of Way Acquisition Of Fee Title And Trail Easement For Temporary Construction Easement For River To River Greenway In City Of Mendota Heights, County Project 2000640

RESOLUTION
WHEREAS, to provide a safe and efficient regional greenway transportation system, Dakota County is proceeding with the River to River Greenway County Project (2000640); and

WHEREAS, County Project 2000640, Phase Two, will entail the construction of about one mile of shared use trail, including a tunnel under Dodd Road, in Mendota Heights; and

WHEREAS, Dakota County is the lead agency for design, construction administration, and right of way acquisition necessary in 2026 for construction to begin 2028; and

WHEREAS, the acquisition of permanent and temporary construction easements from one (1) private property parcel is necessary; and

WHEREAS, the acquisition of the following parcel is necessary to move forward with the project:

27-16280-00-020 - Timothy P Minea

Temporary Easement:

A temporary easement for greenway purposes over, under, and across that part of Lot 2, Block 1, Campion Estates, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 2; thence North 89 degrees 51 minutes 55 seconds West, assumed bearing along the south line of said Lot 2 a distance of 31.91 feet to the point of beginning; thence North 30 degrees 37 minutes 04 seconds East a distance of 66.18 feet; thence North 76 degrees 03 minutes 46 seconds East a distance of 21.57 feet to the east line of said Lot 2; thence South 20 degrees 03 minutes 58 seconds West along said east line a distance of 17.45 feet; thence South 46 degrees 45 minutes 35 seconds West a distance of 66.78 feet to the point of beginning.

Said temporary easement area contains approximately 770 square feet.

Fee Title (will need to be split prior to purchase and will then have its own PID):

That part of Lot 2, Block 1, Campion Estates, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 2; thence North 89 degrees 51 minutes 55 seconds West assumed bearing along the south line of said Lot 2 a distance of 31.91 feet; thence North 46 degrees 45 minutes 35 seconds East a distance of 66.78 feet to the east line of said Lot 2; thence South 20 degrees 03 minutes 58 seconds West along said east line a distance of 48.79 feet to said southeast corner and the point of beginning.

Said area contains approximately 732 square feet.

27-16280-01-030 Timothy P. Minea

Temporary Easement:

A temporary easement for greenway purposes over, under, and across that part of Lot 3, Block 1, Campion Estates, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 3; thence North 20 degrees 03 minutes 58 seconds East, assumed bearing along a westerly line of said Lot 3 a distance of 76.80 feet to the point of beginning; thence continuing North 20 degrees 03 minutes 58 seconds East along said westerly line a distance of 17.45 feet; thence North 76 degrees 03 minutes 46 seconds East a distance of 82.12 feet; thence North 81 degrees 20 minutes 22 seconds East a distance of 32.65 feet; thence South 88 degrees 11 minutes 48 seconds East a distance of 103.73 feet; thence North 30 degrees 41 minutes 42 seconds East a distance of 204.40 feet to the north line of said Lot 3; thence South 87 degrees 52 minutes 02 seconds East along said north line a distance of 11.39 feet to the northeast corner of said Lot 3; thence South 30 degrees 41 minutes 42 seconds West along the east line of said Lot 3 a distance of 251.69 feet; thence North 69 degrees 08 minutes 05 seconds West a distance of 38.41 feet; thence North 83 degrees 55 minutes 06 seconds West a distance of 50.06 feet; thence South 82 degrees 43 minutes 34 seconds West a distance of 124.21 feet to the point of beginning.

Said temporary easement area contains approximately 7,793 square feet.

Fee Title (will need to be split prior to purchase and will then have its own PID):

That part of Lot 3, Block 1, Campion Estates, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the following described line:

Commencing at the southwest corner of said Lot 3; thence North 20 degrees 03 minutes 58 seconds East, assumed bearing along a westerly line of said Lot 3 a distance of 76.80 feet to the point of beginning of the line to be described; thence North 82 degrees 43 minutes 34 seconds East a distance of 124.21 feet; thence South 83 degrees 55 minutes 06 seconds East a distance of 50.06 feet; thence South 69 degrees 08 minutes 05 seconds East a distance of 38.41 feet to the easterly line of said Lot 3 and said line there terminating.

Said area contains approximately 15,160 square feet; and

WHEREAS, the acquisition includes 22,020 square feet of fee simple acquisition in the southern portion of the site; and

WHEREAS, the acquisition also included 8,563 square feet of temporary easement along the proposed fee simple acquisition and along the eastern border of the site.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the appraised value prepared by Valbridge Property Advisors for the acquisition of the right of way for County Project 2000640 and authorizes County staff in its discretion, to share the appraisal data with the respective landowners, including all or portions of the completed appraisals as part of the negotiations process; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the acquisition of right of way for County Project 2000640 at the approved appraised value and, in accordance with County policy, authorizes payment from the available 2026 Parks Capital Improvement Program Budget; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director to execute a purchase agreement with the respective owners to acquire easements on their property, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit an Acquisition Opportunity Fund grant request to the Metropolitan Council to receive up to 75 percent of the property acquisition costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute an Agreement and Restrictive Covenant with the Metropolitan Council, which is required by the Metropolitan Council as part of an Acquisition Opportunity Fund grant agreement; and

BE IT FURTHER RESOLVED, That following acquisition of the property, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately $111,150 of reimbursement funds that will be returned to the 2026 Parks Capital Improvement Program.

BACKGROUND

This River to River Greenway trail segment was originally proposed to be a single bid package (County funded) with construction scheduled for 2023. However, the segment was eventually split into two phases, each with its own bid package, and delayed by over two years. Phase One is from Marie Ave. to Lilydale Rd. (construction in 2025/2026) while Phase Two is from Dodd Rd/Trunk Highway (TH)149 to Marie Ave (construction tentatively scheduled for 2028 construction season). Phase One is County funded and Phase Two will be funded via County and Federal funds.

Phase One (Marie Ave to Lilydale Rd)

- Widening existing trail to County greenway standards
- Two existing bridge replacements.
- Water main replacement design and coordination with St. Paul Regional Water Services.

Phase Two (Dodd Rd/TH 149 to Marie Ave)

- Full-depth reclamation of existing trail between Marie Avenue and Dodd Road and widening of trail to County Greenway standards.
- Construction of new box culvert tunnel under Dodd Road near intersection of Trunk Highway 149.
- Future connection to Lebanon Hills Greenway.

RECOMMENDATION

Staff recommends approval of right of way acquisition for the right of way necessary for County Project 2000640 for the construction to begin in 2028 as scheduled.

FINANCIAL AND STAFFING IMPACTS

Currently, there are available funds from the Parks Transportation Advance Account and Allocated Parks Sales and Use Tax in the approved 2026 Parks Capital Improvement Program budget for this acquisition. Federal funding was secured for this project through 2024 Regional Solicitation (Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement programs), which require a 25% County funding match. Additional Acquisition Opportunity Fund funds for the project will be requested, contingent on Metropolitan Council Approval to receive grant dollars.

Project 2000640 River to River Greenway - Mendota Heights TH149

Funding Source	Total Approved Budget	Total Available Budget
Transportation Advance Acct	$731,805	$731,805
Sales & Use Tax	$860,195	$860,195
Federal STBG & CMAQ Grant	$2,080,000	$2,080,000
Total	**$3,672,000**	**$3,672,000**

PREVIOUS BOARD ACTION

None.

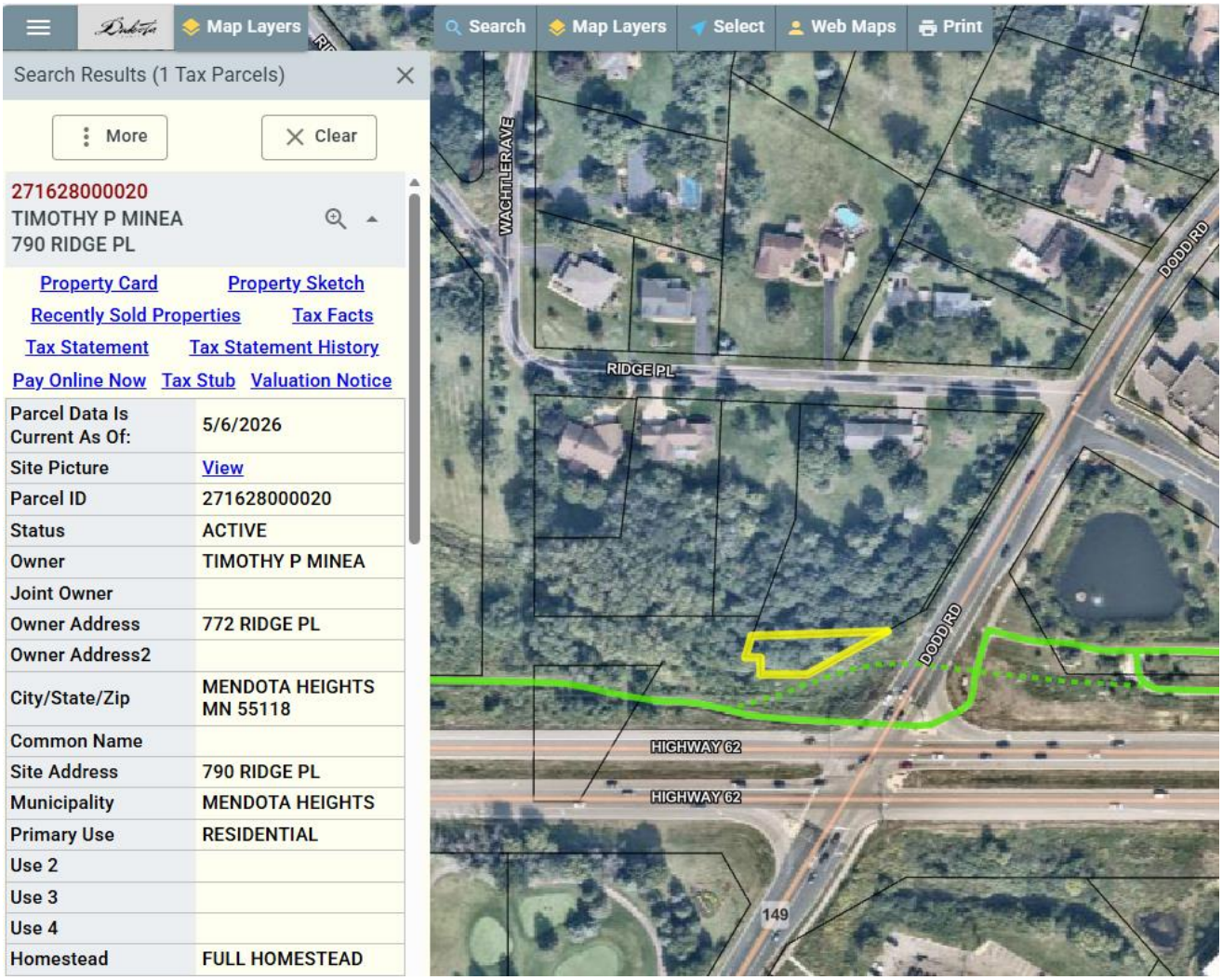
ATTACHMENTS

Attachment: Minea Parcel Acquisition
Attachment: River to River Project Location

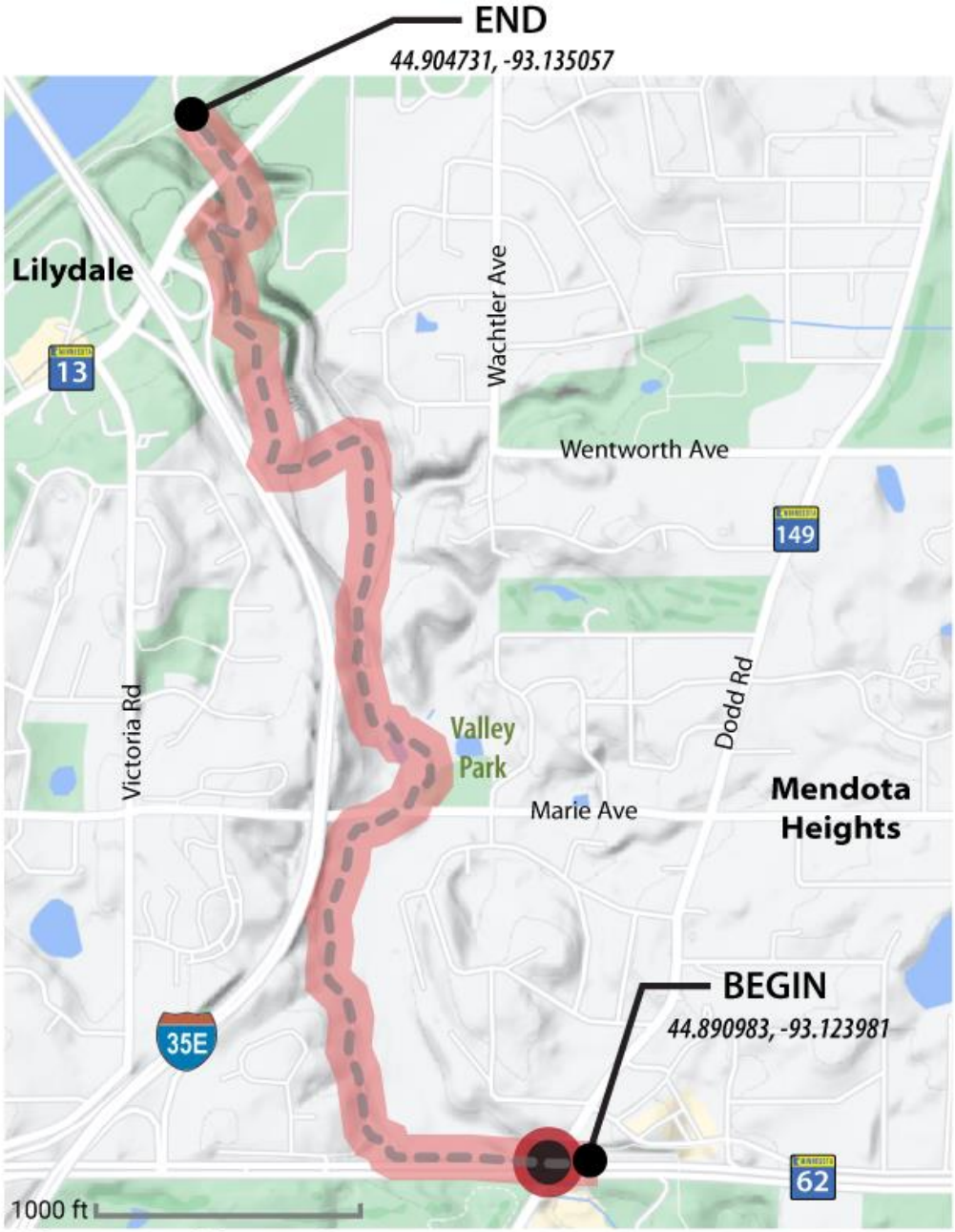
CONTACT

Department Director: Niki Geisler
Author: Mike Adams

Minea Acquisition Parcel for River to River Greenway



Attachment: Project Location



River to River Greenway

Mendota Heights turnback including condition assessment, widening and greenway overlay

TH149 Grade Separated Crossing

Estimated 1.4 miles

Board of Commissioners

Request for Board Action

Item Number: DC-5832 **Agenda #:** 11.8 **Meeting Date:** 8/4/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Use Agreement With Union Pacific Railroad And Progressive Rail To Improve Existing Railroad Crossing At Byllesby Bluff As Part Of Lake Byllesby Regional Park Master Plan Improvements

RESOLUTION

WHEREAS, the 2025-2029 Parks Capital Improvement Program Adopted Budget includes a project to formalize access and create basic trailhead amenities at project sites on the west side of Lake Byllesby Regional Park; and

WHEREAS, schematic design concepts were presented to and approved by the Dakota County Board of Commissioners by Resolution No. 26-113 (March 24, 2026); and

WHEREAS, the existing and only access to the Byllesby Bluff site crosses an existing railroad line owned by Union Pacific Railroad, leased and operated by Progressive Rail; and

WHEREAS, the two railroads have agreed to allow the existing crossing to remain a private, rural crossing as long as it is upgraded to two-way traffic and meets current railroad standards; and

WHEREAS, the required improvement work on and around the railroad tracks can only be completed by railroad-approved contractors through a formal Use Agreement; and

WHEREAS, pricing and scope for this required improvement work have been negotiated and can be constructed in the fall of 2026 if a Use Agreement is executed.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager or delegate to execute a Use Agreement between Dakota County, Union Pacific Railroad, and Progressive Rail to govern the required improvement work at the Byllesby Bluff access; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes up to $275,000 for construction work on and around the rail line to improve the crossing by a railroad-approved construction contractor named in the Use Agreement.

BACKGROUND

The Lake Byllesby Regional Park Master Plan Improvements project includes development of basic park trailhead facilities at three locations as shown in the Reference Map attachment. At the Byllesby

Bluff site, this will include an aggregate driveway and parking lot for 10 vehicles and a natural surface trail extending to a bird watching structure. These amenities may be constructed in a future phase of the project. However, it is in the County's best interest to complete the railroad-required improvements of the existing crossing to this site as soon as possible. Negotiations under the railroads' processes have been productive, and a Use Agreement amenable to all parties can be completed in 2026. This will allow the work on and around the railroad tracks to be completed in the fall 2026 and additional railroad-required improvements, such as paving, signage and pavement markings, to be completed by the County in 2027.

RECOMMENDATION

Staff recommends the County Board approve the Use Agreement between Dakota County, Union Pacific Railroad, and Progressive Rail and the authorization of up to $275,000 under the agreement to complete work on and around the railroad tracks by a railroad-approved contractor set out in the Use Agreement.

FINANCIAL AND STAFFING IMPACTS

The 2025 Parks Capital Improvement Program includes $1,493,333 for Project 2000457 Lake Byllesby Regional Park Master Plan Improvements and is funded from MN DNR Environmental and Natural Resources Trust Funds, Environmental Legacy Funds, and County Program Aid. This project budget includes funding for construction and can support the approval of this Use Agreement and the embedded construction work.

Project 2000457 Lake Byllesby Regional Park Master Plan Improvements

Funding Source	Total Approved Budget	Available Budget
MN DNR Environmental & Natural Resources Trust Fund	$1,120,000	$1,019,315
Environmental Legacy Fund	$341,436	$305,604
County Program Aid	$31,897	$8,206
Total	**$1,493,333**	**$1,333,125**

PREVIOUS BOARD ACTION

26-113; 03/24/26

ATTACHMENTS

Attachment: Contract Summary Sheet
Attachment: Reference Maps

CONTACT

Department Director: Niki Geisler
Author: Trish Bremer

RBA CONTRACT SUMMARY SHEET

CONTRACTOR INFORMATION

Union Pacific Railroad and Progressive Rail (3-Party Contract)

CONTRACT TERM

Start Date: 8/1/2026

End Date: Construction work in 2026-2027, use of crossing is indefinite.

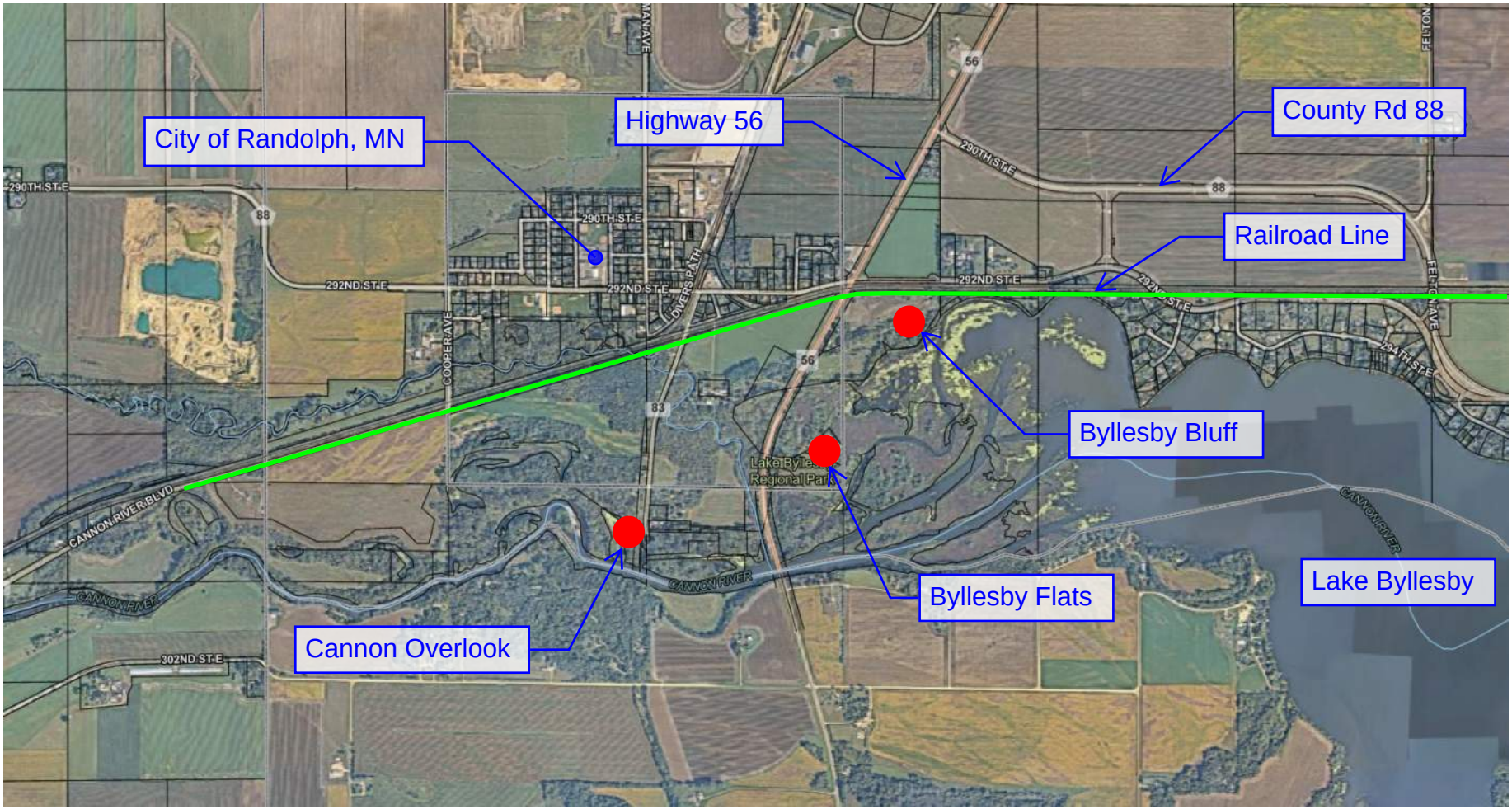
CONTRACT DOLLAR AMOUNT

Not to Exceed $275,000

SCOPE OF SERVICES OR GENERAL DESCRIPTION

This Use Agreement will allow the County to continue using the existing gravel and rural rail crossing as the access point to the Lake Byllesby Bluff Site. The Use Agreement, and the costs associated with its execution, are for a railroad-approved contractor to perform the improvements necessary to bring the crossing to current railroad standards. These included two-way traffic, signage, paving, and concrete work immediately adjacent to the crossing location.

Dakota County West Lake Byllesby Regional Park Improvements



Dakota County West Lake Byllesby Regional Park Improvements
Byllesby Bluff Access

Board of Commissioners

Request for Board Action

Item Number: DC-5814 **Agenda #:** 11.9 **Meeting Date:** 8/4/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE
Approval Of Final Plats Recommended By Plat Commission

RESOLUTION
WHEREAS, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108; and

WHEREAS, the Plat Commission examines plats prior to County Board approval; and

WHEREAS, the Plat Commission has reviewed and recommends approval of the final plat by the County Board; and

WHEREAS, the final plat approval by the County Board is subject to the conditions established by the Plat Commission review; and

WHEREAS, the following plats below require approval by their respective City Council prior to the recording of the plat.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following final plat:

EVOLVE WORKPLACE West St. Paul

BACKGROUND
To provide for the orderly development of property in Dakota County, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108. The Ordinance requires new subdivisions adjoining County highways to comply with the County's access spacing and right of way guidelines in order that existing and future highway corridors are preserved to accommodate existing and forecasted traffic volumes safely and efficiently.

The Plat Commission examines plats prior to the time they are submitted for County Board approval. The Plat Commission has reviewed and recommends approval of the final plats by the County Board. The final plat approval by the County Board is subject to the conditions established by the Plat Commission review (Attachments: Meeting Notes and Location Map).

RECOMMENDATION
Staff recommends approval of the final plats by the County Board as recommended by the Plat

Commission.

FINANCIAL AND STAFFING IMPACTS
None.

PREVIOUS BOARD ACTION
None.

ATTACHMENTS
Attachment: Meeting Notes
Attachment: Location Map

CONTACT
Department Director: Erin Laberee
Author: Todd Tollefson

DAKOTA COUNTY PLAT COMMISSION
MEETING SUMMARY

July 1, 2026

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Todd Tollefson, Scott Peters, Jake Chapek, Tyler Krage and Kurt Chatfield. Others present: Todd Bentley

Plat Name:	**EVOLVE WORKPLACE**
PID:	**420200079010, 424760001032**
City:	**West St. Paul**
County Road:	CSAH 8 (Wentworth Ave.)
Current ADT (2025):	14,543
Projected ADT (2040):	10,700
Current Type:	3-lane, divided
Proposed Type:	3-lane, divided
R/W Guideline:	60ft (½ ROW)
Spacing Guideline:	¼ mile full
Posted Speed Limit:	35 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	SE ¼; Sec. 20-28-22
In attendance (07/01/26):	Melissa Houtsma (city)

REVIEW 07/01/26:

The proposed plat includes an existing warehouse building. The right-of-way guidelines are 60 feet of half right of way for a 3-lane future roadway. Due to the existing buildings and right of way in the area, the Plat Commission is recommending 45 feet of half right of way; therefore, an additional 5-feet of dedication is required. Restricted access should be shown along all of CSAH 8 except for the existing access opening. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

RECOMMENDED 07/01/26:

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners.

EVOLVE WORKPLACE

Prepared by Dakota County Physical Development Division

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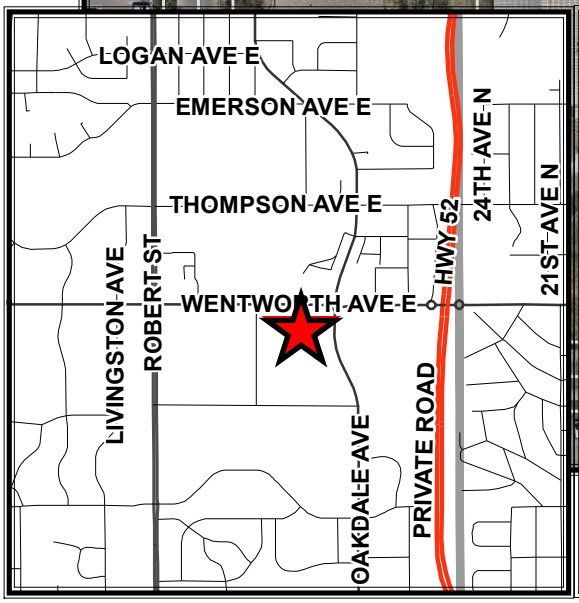
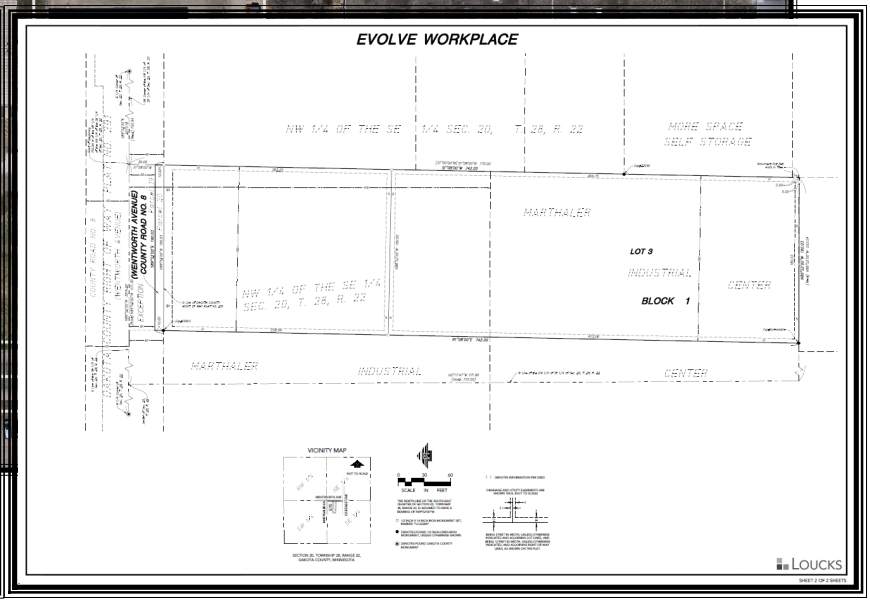




Board of Commissioners

Request for Board Action

Item Number: DC-5758 **Agenda #:** 11.10 **Meeting Date:** 8/4/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Initiate Quick-Take Condemnation For Right Of Way Acquisitions Along County State Aid Highway 42 For Intersection Improvements From Business Parkway To Auburn Avenue In City Of Rosemount, County Project 42-179

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project 42-179; and

WHEREAS, County Project 42-179 includes intersection modifications along County State Aid Highway 42 at Business Parkway, Biscayne Avenue, 145th Street, and Auburn Avenue; and

WHEREAS, the project is necessary to provide geometric modifications, safety enhancements, traffic control updates, and access management changes at the intersections with Business Parkway, Biscayne Avenue, 145th Street, and Auburn Avenue; and

WHEREAS, acquisition of permanent highway easements and temporary construction easements from 12 parcels is necessary to support construction scheduled for 2027; and

WHEREAS, Dakota County is the lead agency for County Project 42-179; and

WHEREAS, the following acquisitions are necessary to proceed with County Project 42-179:

Parcel 1-Dakota RE Holdings LLC-34-64853-01-020

Legal description of permanent easement to be acquired for highway purposes, subject to existing easements and rights-of-way of record:

A permanent easement for highway purposes over the east 2.00 feet of the south 12.54 feet of Lot 2, Block 1, Rosewood Commons Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said permanent easement contains approximately 25 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over the east 7.00 feet of the south 14.00 feet of Lot 2, Block 1, Rosewood Commons Second Addition, according to the recorded plat thereof, Dakota County, Minnesota EXCEPTING from said temporary easement in the east 2.00 feet of the south 12.54 feet of said Lot 2.

Said temporary easement contains approximately 73 square feet.

Parcel 2-New Horizon Real Estate Development 6 LLP-34-64853-02-010

Legal description of permanent easement to be acquired for highway purposes, subject to existing easements and rights-of-way of record:

A permanent easement for highway purposes over the west 2.00 feet of the south 19.86 feet of Lot 1, Block 2, Rosewood Commons Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Said easement area contains approximately 40 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over part of Lot 1, Block 2, Rosewood Commons Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement is described as follows:

Beginning at the southwest corner of said Lot 1, thence easterly along the south line of said Lot 1 a distance of 12.35 feet; thence northwesterly a distance of 29.60 feet to a point on the west line of said Lot 1 being 29.60 feet northerly of said southwest corner of Lot 1; thence southerly along said west line of Lot 1 a distance of 29.60 feet to the point of beginning EXCEPTING from said temporary easement west 2.00 feet of the south 19.86 feet of said Lot 1.

Said temporary easement area contains approximately 126 square feet.

Parcel 3-Lu-Pa Industries LLC-34-64851-02-030

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for construction purposes over, under, and across that part of Lot 3, Block 2, Rosewood Center Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 3; thence South 0 degrees 17 minutes 30 seconds West, assumed bearing along the east line of said Lot 3 a distance of 8.54 feet; thence South 55 degrees 23 minutes 06 seconds West a distance of 10.47 feet; thence North 34 degrees 36 minutes 54 seconds West a distance of 7.00 feet to the northwest line of said Lot 3; thence North 55 degrees 23 minutes 06 seconds East along said northwest line a

distance of 15.36 feet to the point of beginning.

Said temporary easement containing approximately 91 square feet.

Parcel 4-KJ Walk Inc.-34-64850-00-020

Legal description of permanent easement to be acquired for highway purposes, subject to existing easements and rights-of-way of record:

A permanent easement for highway purposes over part of Outlot B, Rosewood Estates, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies easterly of the following described line:

Beginning at the northeast corner of said Outlot B;

thence South 12 degrees 23 minutes 41 seconds West a distance of 71.54 feet to the southerly line of said Outlot B and said line there terminating, for the purposes of this legal description the east line of said Outlot B, is assumed to bear North 00 degrees 17 minutes 30 seconds East.

Said easement contains approximately 515 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over part of Outlot B, Rosewood Estates, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies easterly of the following described line:

Commencing at the northeast corner of said Outlot B; thence North 89 degrees 57 minutes 18 seconds West assumed bearing along the north line of said Outlot B a distance of 19.45 feet to the point of beginning of the line to be described.

thence South 12 degrees 23 minutes 41 seconds West a distance of 74.37 feet to the southerly line of said Outlot B and said line there terminating EXCEPTING from said temporary easement that part of said Outlot B taken as permanent highway easement as part of this same project.

Said temporary easement contains approximately 1,384 square feet.

Parcel 5-The Enclave Homeowners Association, Inc.-unassigned

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over part of Outlot B, The Enclave, according to the recorded plat thereof, Dakota County, Minnesota, said easement is described as follows:

Beginning at the southwest corner of said Outlot B; thence North 00 degrees 17 minutes 30 seconds East assumed bearing along the west line of said Outlot B a distance of 479.69 feet; thence northeasterly a distance of 46.74 feet along a non-tangential curve concave to the north having a radius of 175.00 feet and a central angle of 15 degrees 18 minutes 06 seconds, the chord of said curve bears North 80 degrees 49 minutes 06 seconds East, with a chord length of 46.60 feet; thence North 73 degrees 10 minutes 03 seconds East tangent to said curve a distance of 19.18 feet; thence South 16 degrees 49 minutes 57 seconds East a distance of 50.00 feet; thence South 73 degrees 10 minutes 03 seconds West a distance of 19.18 feet; thence southwesterly a distance of 56.68 feet along a tangential curve concave to the north having a radius of 225.00 feet and a central angle of 14 degrees 25 minutes 58 seconds; thence South 00 degrees 17 minutes 30 seconds West a distance of 429.83 feet to the south line of said Outlot B; thence North 89 degrees 59 minutes 56 seconds West along said south line of Outlot B a distance of 5.00 feet to the point of beginning.

Said easement contains approximately 5,818 square feet.

Parcel 6-Rosann Marie Jorde-34-76500-02-050

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over part of Lot 5, Block 2, The Enclave, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement is described as follows:

Beginning at the northeast corner of said Lot 5; thence North 54 degrees 00 minutes 00 seconds West assumed bearing along the northeast line of said Lot 5 a distance of 21.95 feet; thence southwesterly a distance of 37.17 feet along a non-tangential curve concave to the southeast having a radius of 1369.24 feet and a central angle of 01 degrees 33 minutes 19 seconds, the chord of said curve bears South 51 degrees 59 minutes 44 seconds West; thence South 38 degrees 46 minutes 56 seconds East not-tangent to said curve a distance of 21.00 feet to the southeasterly line of said Lot 5; thence northeasterly along said southeasterly line of Lot 5 a distance of 42.93 feet to the point of beginning.

Said temporary easement contains approximately 843 square feet.

Parcel 7-HPA II Borrower 2020-2 LLC-34-14703-01-220

Legal description of permanent easement to be acquired for highway purposes, subject to existing easements and rights-of-way of record:

A permanent easement for highway purposes over part of Lot 22, Block 1, Bloomfield 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, said highway easement is described as follows:

Beginning at the southeast corner of said Lot 22, thence westerly along the south line of said Lot 22 a distance of 13.34 feet; thence northeasterly a distance 41.66 feet to a point on the east line of said Lot 22 being 39.47 feet northerly of said southeast corner of Lot 22; thence

southerly along said east line of Lot 22 a distance of 39.47 feet to the point of beginning.

Said easement contains approximately 263 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over part of Lot 22, Block 1, Bloomfield 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement is described as follows:

Beginning at the southeast corner of said Lot 22; thence South 89 degrees 48 minutes 43 seconds West assumed bearing along the south line of said Lot 22 a distance of 19.58 feet; thence North 00 degrees 11 minutes 17 seconds West a distance of 17.36 feet; thence North 39 degrees 01 minute 31 seconds East a distance of 15.15 feet; thence North 00 degrees 11 minutes 17 seconds West a distance of 23.23 feet; thence North 89 degrees 48 minutes 43 seconds East a distance of 10.00 feet to the east line of said Lot 22; thence South 00 degrees 11 minutes 17 seconds East along said east line of Lot 22 a distance of 52.33 feet to the point of beginning EXCEPTING from said temporary easement that part of said Lot 22 taken as permanent highway easement as part of this same project.

Said temporary easement area contains approximately 483 square feet.

Parcel 10-Chad B. Harvey-34-14704-01-080

Legal description of permanent easement to be acquired for highway purposes, subject to existing easements and rights-of-way of record:

A permanent easement for highway purposes over part of Lot 8, Block 1, Bloomfield Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies westerly of the following described line:

Commencing at the southwest corner of said Lot 8; thence North 89 degrees 48 minutes 43 seconds East assumed bearing along the south line of said Lot 8 a distance of 19.08 feet to the point of beginning of the line to be described; thence North 23 degrees 07 minutes 26 seconds West a distance of 33.58 feet; thence North 00 degrees 11 minutes 17 seconds West a distance of 49.11 feet to the northwest line of said Lot 8 and said line there terminating.

Said easement contains approximately 667 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over part of Lot 8, Block 1, Bloomfield Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies westerly of the following described line:

Commencing at the southwest corner of said Lot 8; thence North 89 degrees 48 minutes 43

seconds East assumed bearing along the south line of said Lot 8 a distance of 30.22 feet to the point of beginning of the line to be described; thence North 34 degrees 35 minutes 36 seconds West a distance of 35.78 feet; thence North 00 degrees 11 minutes 17 seconds West a distance of 53.98 feet to the northerly line of said Lot 8 and said line there terminating EXCEPTING from said temporary easement that part of said Lot 8 taken as permanent highway easement as part of this same project.

Said temporary easement contains approximately 423 square feet.

Parcel 11-Independent School District 196-34-64668-00-010

Legal description of permanent easement to be acquired for highway purposes, subject to existing easements and rights-of-way of record:

A permanent easement for highway purposes over part of Outlot A, Rosemount School District Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies westerly of the following described line:

Commencing at the northwest corner of said Outlot A; thence North 75 degrees 17 minutes 30 seconds East assumed bearing along the north line of said Outlot A a distance of 27.48 feet to the point of beginning of the line to be described; thence South 30 degrees 22 minutes 30 seconds West a distance of 33.01 feet; thence South 00 degrees 17 minutes 30seconds West a distance of 68.85 feet; thence South 00 degrees 11 minutes 04 seconds West a distance of 326.13 feet; thence South 03 degrees 22 minutes 16 seconds West a distance of 179.89 feet to the west line of said Outlot A and said line there terminating.

Said easement area contains approximately 5,275 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over part of Outlot A, Rosemount School District Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies westerly and northerly of the following described line:

Commencing at the northwest corner of said Outlot A; thence North 75 degrees 17 minutes 30 seconds East assumed bearing along the north line of said Outlot A a distance of 34.56 feet to the point of beginning of the line to be described; thence South 30 degrees 22 minutes 30 seconds West a distance of 22.71 feet; thence South 00 degrees 17 minutes 30 seconds West a distance of 79.50 feet; thence South 00 degrees 11 minutes 04 seconds West a distance of 326.20 feet; thence South 03 degrees 22 minutes16 seconds West a distance of 180.55 feet; thence North 86 degrees 37 minutes 44 seconds West a distance of 11.98 feet to the west line of said Outlot A and said line there terminating EXCEPTING from said temporary easement that part of said Outlot A taken as permanent highway easement as part of this same project.

Said temporary easement contains approximately 7,103 square feet.

Parcel 12-Akona Manufacturing LLC-34-64552-02-030

Legal description of permanent easement to be acquired for highway purposes, subject to existing easements and rights-of-way of record:

A permanent easement for highway purposes over that part of Lot 3, Block 2, Rosemount Business Park 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 3; thence South 00 degrees 11 minutes 04 seconds West assumed bearing along the east line of said Lot 3 a distance of 70.01 feet; thence North 07 degrees 57 minutes 38 seconds West a distance of 70.58 feet to the north line of said Lot 3; thence North 89 degrees 24 minutes 39 seconds East along said north line of Lot 3 a distance of 10.00 feet to the point of beginning.

Said easement area contains approximately 350 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over that part of Lot 3, Block 2, Rosemount Business Park 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 3; thence South 00 degrees 11 minutes 04 seconds West assumed bearing along the east line of said Lot 3 a distance of 105.30 feet; thence North 07 degrees 57 minutes 38 seconds West a distance of 106.17 feet to the north line of said Lot 3; thence North 89 degrees 24 minutes 39 seconds East along said north line of Lot 3 a distance of 15.04 feet to the point of beginning EXCEPTING from said temporary easement that part of said Lot 3 taken as permanent highway easement as part of this same project.

Said temporary easement area contains approximately 442 square feet.

Parcel 13-Brekken Enterprises Minnesota Entities-34-64552-02-010

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over north 10.00 feet of the west 50.00 feet of Lot 1, Block 2, Rosemount Business Park 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota, with said easement also being over the west 8.00 feet of the south 15.00 feet of the north 25.00 feet of said Lot 1.

Said temporary easement area contains approximately 620 square feet.

Parcel 14-Bigos-Rosemount II LLC Kingston-Rosemount LLC-34-64550-01-010

Legal description of permanent easement to be acquired for highway purposes, subject to

existing easements and rights-of-way of record:

A permanent easement for highway purposes over that part of Lot 1, Block 1, Rosemount Business Park, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 1; thence South 00 degrees 35 minutes 21 seconds East assumed bearing along the east line of said Lot 1 a distance of 45.00; thence North 34 degrees 16 minutes 45 seconds West a distance of 54.08 feet to the north line of said Lot 1; thence North 89 degrees 24 minutes 39 seconds East along said north line of Lot 1 a distance of 30.00 feet to the point of beginning.

Said easement contains approximately 675 square feet.

Legal description of temporary easement to be acquired for construction purposes, subject to existing easements and rights-of-way of record:

A temporary easement for highway purposes over the north 15.00 feet of the east 55.00 feet and the east 10.00 feet of the north 52.00 feet of Lot 1, Block 1, Rosemount Business Park, according to the recorded plat thereof, Dakota County, Minnesota, EXCEPTING from said temporary easement that part of said Lot 1 described as follows:

Beginning at the northeast corner of said Lot 1; thence South 00 degrees 35 minutes 21 seconds East assumed bearing along the east line of said Lot 1 a distance of 45.00; thence North 34 degrees 16 minutes 45 seconds West a distance of 54.08 feet to the north line of said Lot 1; thence North 89 degrees 24 minutes 33 seconds East along said north line of Lot 1 a distance of 30.00 feet to the point of beginning.

Said temporary easement contains approximately 595 square feet.
; and

WHEREAS, the parcels have been appraised, and first offers totaling $93,500 were sent to property owners; and

WHEREAS, if timely direct negotiations are not successful for all parcels, quick-take condemnation may be required to ensure to ensure a summer 2027 construction start; and

WHEREAS, parcels that settle through negotiation prior to filing the condemnation petition will not be included in condemnation action.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney’s Office to initiate quick-take condemnation of the remaining parcels necessary for County Project 42-179 if timely acquisitions through direct negotiations is not possible, to support a summer 2027 construction start.

BACKGROUND
The project is coordinated with the City of Rosemount and Independent School District 196 for the new Rosemount Middle School at the southeast corner of County State Aid Highway 42 and

Biscayne Avenue. These improvements are consistent with the adopted County Highway 42 Management Plan (2022) (Attachment: Location Map).

By Resolution No. 25 052 (January 21, 2025), the County Board authorized first offers based on appraised values and delegated settlement authority to the County Manager for projects included in the 2025 Transportation Capital Improvement Program.

Dakota County is the lead agency for project design and right of way acquisition. First offers were issued on June 17, 2026, and staff is actively engaged in direct negotiations with property owners to reach settlements. Staff will continue negotiations before and after any condemnation filing to secure voluntary agreements wherever possible.

RECOMMENDATION

Staff recommends authorization for the County Attorney's Office to initiate quick-take condemnation of the remaining parcels, if necessary, to acquire right of way required for County Project (CP) 42-179.

FINANCIAL AND STAFFING IMPACTS

The Transportation Capital Improvement Program includes a total project budget of $2,001,489 for County Project 42-179. Sufficient budget is available for the proposed $93,500 for right of way acquisition.

Project 2000412 CP 42-179 Intersection Improvements

Funding Source	Total Approved Budget	Available Budget
CSAH	$837,848	$218,777
Transportation Fund	$11,250	$0
SUT	$986,641	$0
Cities	$165,750	$165,750
Totals	**$2,001,489**	**$384,527**

PREVIOUS BOARD ACTION

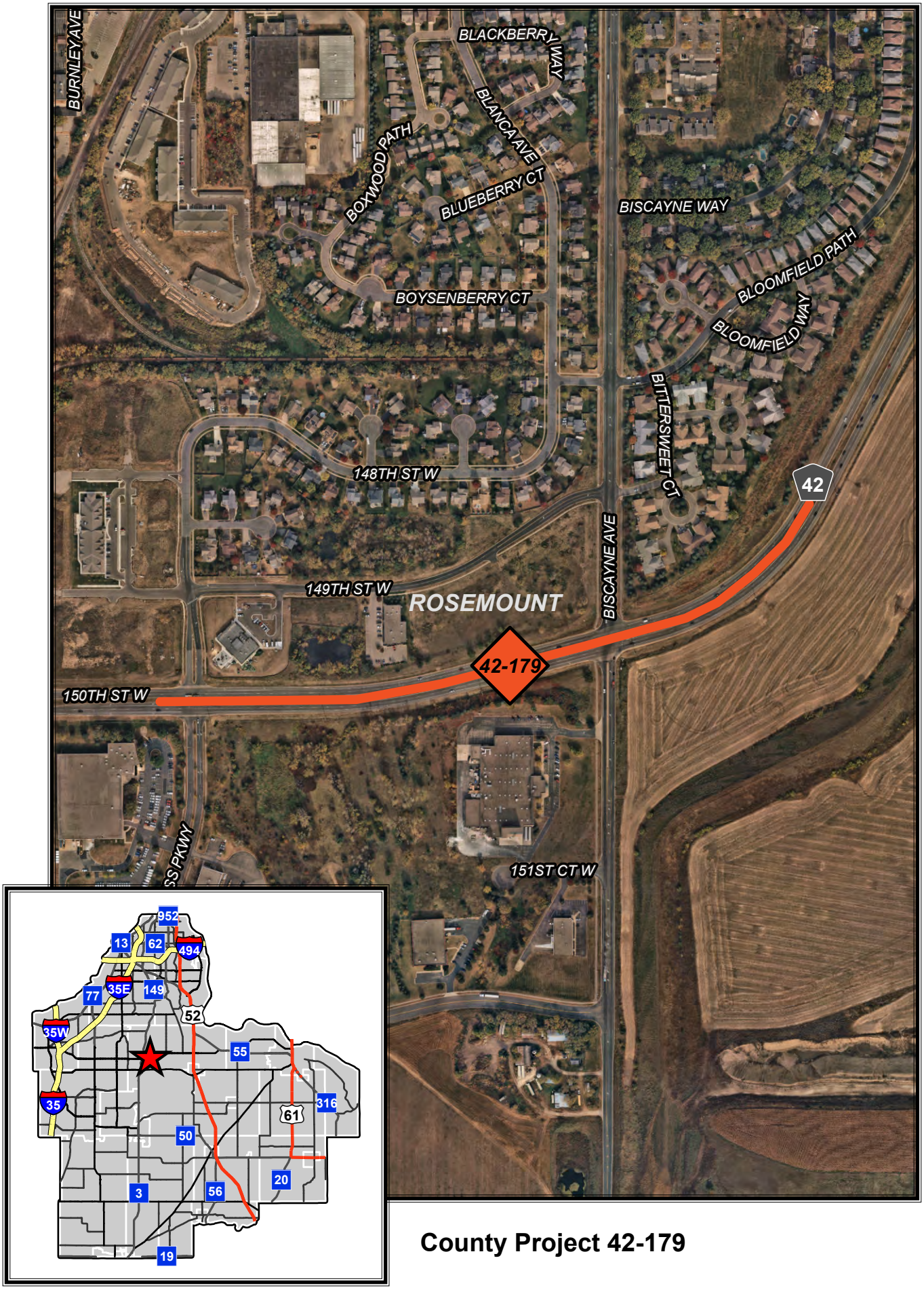
25-025; 1/21/25

ATTACHMENTS

Attachment: Location Map

CONTACT

Department Director: Erin Laberee
Author: Imran Ahmed



County Project 42-179

Board of Commissioners

Request for Board Action

Item Number: DC-5855 **Agenda #:** 11.11 **Meeting Date:** 8/4/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE
Authorization To Submit State Aid Variance Request To Minnesota Department Of Transportation For A Reduced Trail Radius Along Lake Marion Greenway

RESOLUTION
WHEREAS, Dakota County and the City of Lakeville are jointly implementing County Project 09-065 and County Project 09-067, along with related improvements identified in the joint powers agreement between the County and the City, including reconstruction and modernization of County State Aid Highway 9 (Dodd Boulevard) and development of an underpass and trail connections forming a segment of the Lake Marion Greenway; and

WHEREAS, the Lake Marion Greenway Trail is currently under City jurisdiction but, upon completion of the planned improvements, will become a County-owned and County-maintained regional greenway segment consistent with the Dakota County 2040 Transportation Plan and the joint powers agreement; and

WHEREAS, geometric constraints associated with adjacent residential properties on the east side of County State Aid Highway 9 prevent achieving the State Aid minimum horizontal curve radius of 74-feet required for a 20 mile-per-hour shared-use path design; and

WHEREAS, the proposed design incorporates a 38-foot horizontal curve radius and includes mitigation features such as pavement widening, centerline striping through the curve, enhanced sight distance at the tunnel portal, and advisory signage to support safe trail operations; and

WHEREAS, Minnesota Rules, Part 8820.3300, require local agencies to submit formal variance requests to the Minnesota Department of Transportation, including certified resolutions from responsible agencies identifying the project, the applicable design standard, and the requested modification; and

WHEREAS, the City of Lakeville, as lead agency identified in the joint powers agreement for County Project 09-065 and County Project 09-067, intends to submit a variance request to the Minnesota Department of Transportation seeking approval for the reduced horizontal curve radius; and

WHEREAS, Dakota County, as the future owning agency for the Lake Marion Greenway segment, is required to concur with the City's request in accordance with State Aid for Local Transportation procedures, and Minnesota Rules require local agencies receiving variance approval to indemnify, save, and hold harmless the State of Minnesota for claims arising from granting the variance.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby concurs with the City of Lakeville's request for a variance from Minnesota Rules, chapter 8820, to allow a 38-foot horizontal trail radius in lieu of the required 74-foot radius for a 20 mile-per-hour design speed within the Lake Marion Greenway improvements associated with County Project 09-065 and County Project 09-067; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby agrees to indemnify, save, and hold harmless the State of Minnesota, the Minnesota Department of Transportation, and their agents and employees from any claims, demands, or actions arising out of or by reason of granting this variance, and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting such claim; and

BE IT FURTHER RESOLVED That the Dakota County Board of Commissioners directs Transportation Department staff to transmit this resolution to the Minnesota Department of Transportation State Aid for Local Transportation Division as part of the formal variance request package.

BACKGROUND
A project location map, justification for the design variance and a plan sheet showing the trail radius are attached. County Project 50-047 (Kenwood Trail / CSAH 50 Mill and Overlay) is included with County Project 09-065 for coordinated delivery.

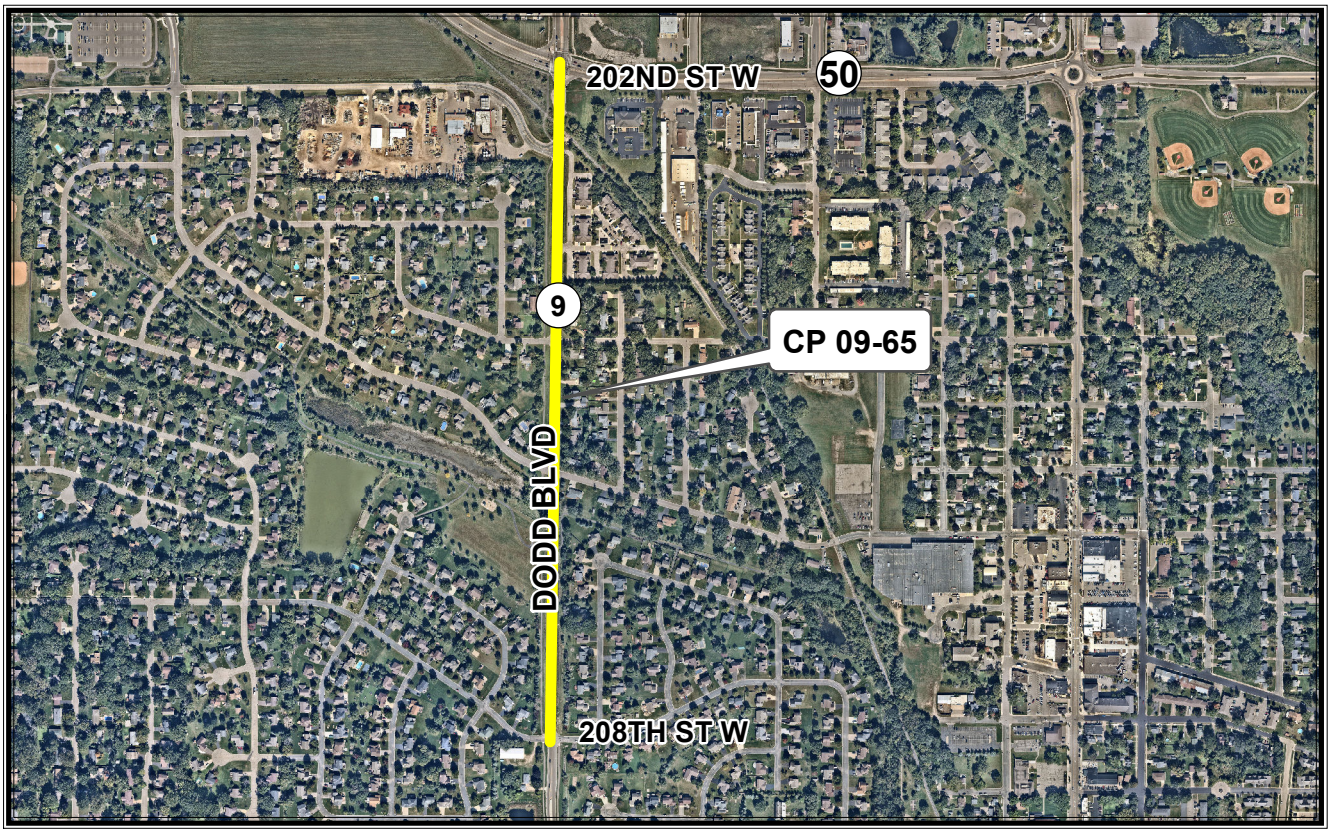
RECOMMENDATION
Staff recommends adoption of the resolution authorizing Dakota County to submit a State Aid variance request to the Minnesota Department of Transportation for a reduced horizontal trail radius along the Lake Marion Greenway, and authorize indemnification as required for variance approval.

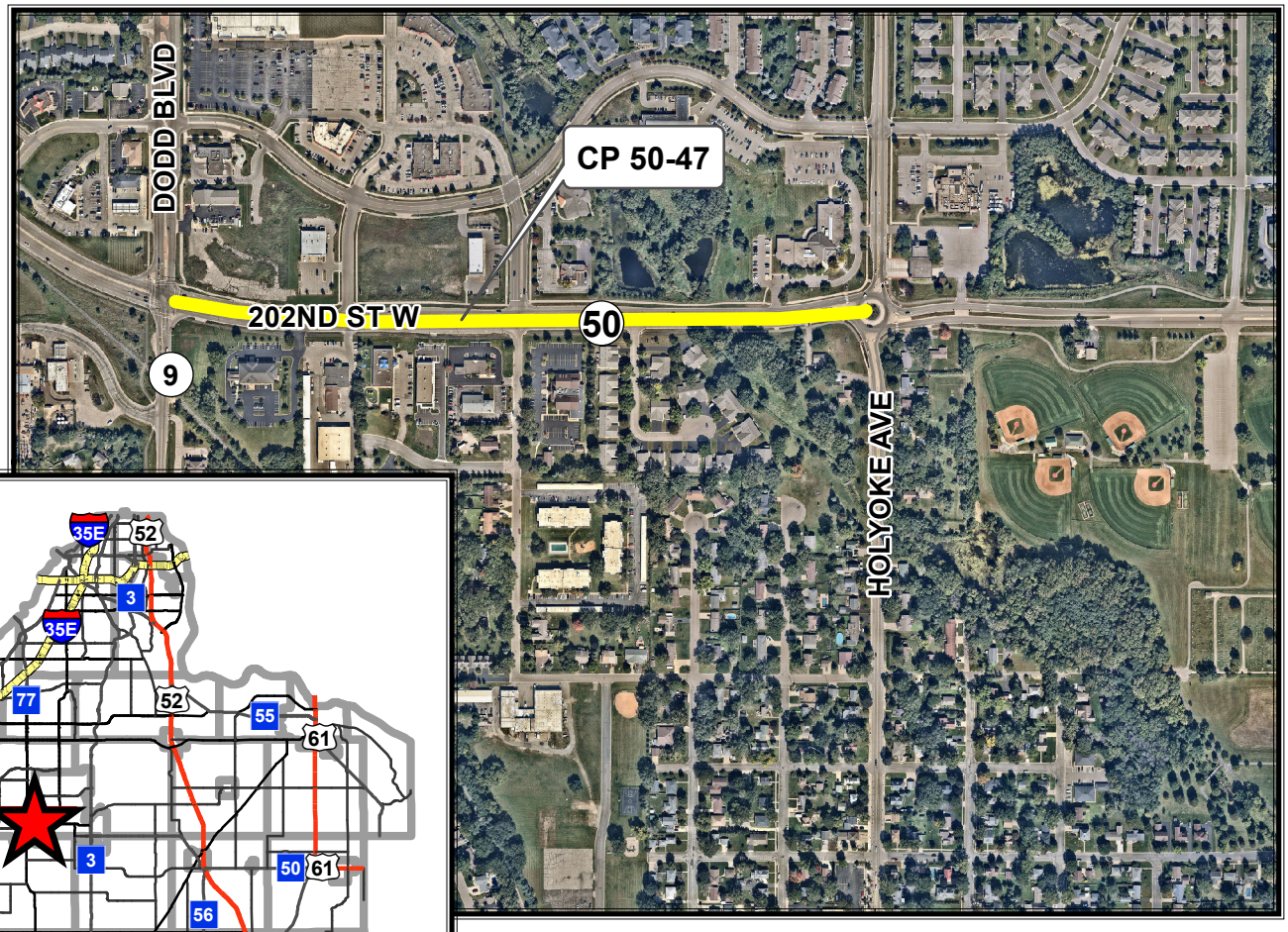
FINANCIAL AND STAFFING IMPACTS
None.

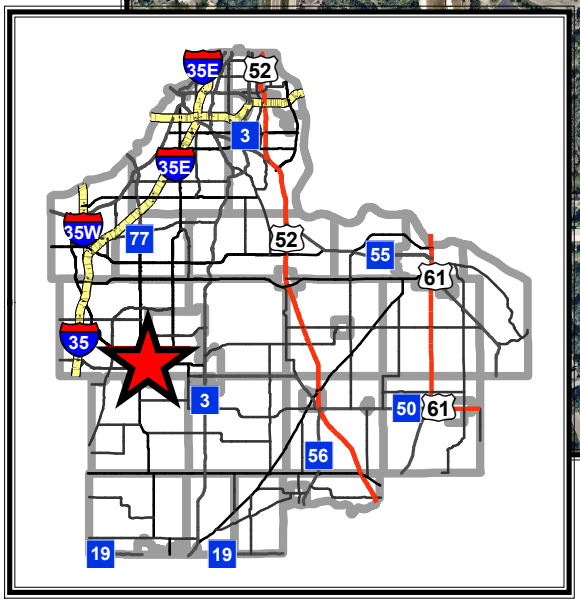
PREVIOUS BOARD ACTION
None.

ATTACHMENTS
Attachment: Project Location Map
Attachment: Trail Variance Exhibit
Attachment: Design Element Variance Justification

CONTACT
Department Director: Erin Laberee
Author: John Sass







Prepared by Dakota County Physical Development Division

County Projects 09-65 and 50-47
Mill and Overlay

Attachment Trail Variance

MARION FIELDS PARK

LAKE MARION GREENWAY TRAIL

TRAIL UNDERPASS

56+00

56+50

57+00

57+50

58+00

10' TRAIL

8.5' SHLD

12'+1.5' THRU

CSAH 9 / DODD BOULEVARD

8' MEDIAN

12'+1.5' THRU

8.5' SHLD

8' BLVD

10' TRAIL

EXISTING AT-GRADE
CROSSING WITH RRFB

RETAINING WALL

R38.0'

R27.6'

R16.4'

58+50

59+00

59+50

60+00

60+50

61+00

10' TRAIL

DESIGN VARIANCE REQUESTED
FROM STA. 58+09 TO 58+64

EXISTING SUB-STANDARD
CURVES TO BE REMOVED

EX R/W

EX D&U ESMT

LAKE MARION GREENWAY TRAIL

R77.0'

61+50

62+00

LAKE MARION GREENWAY TRAIL

N

0 20 40
HORIZONTAL
SCALE IN FEET

ALLIANT

Lakeville

Dakota COUNTY

DESIGN VARIANCE EXHIBIT

DODD BOULEVARD MODERNIZATION
SAP 019-609-029, SAP 188-020-034
DRAFT 7/22/2026

FILE NAME: 4000590_TRAILVARIANCE.DWG - PLOTTED BY: ERIC FRANCEN ON 7/22/2026 AT 11:42:20 AM

State Aid for Local Transportation
395 John Ireland Blvd. MS 500
St. Paul, MN 55155

Revision Date: 04/18/2022

Design Element Variance Justification Checklist

This checklist should be completed and submitted with required attachments to the State Aid for Local Transportation Division when a local agency has determined that a variance from Minnesota Rules 8820 for State Aid Operations Rules is justified.

The following documents and information are needed when one or more variance requests is identified on a project. Note additional information may be requested by the Variance Advisory Committee after submittal of the checklist and attachments for their investigation.

Ensure to check the box for items attached to this checklist and to respond to all questions. Where the question does not apply to the variance request, note it in the field provided and give a brief explanation on how that was determined.

1. ☐ A variance request cover letter addressed to the State Aid Division Director
2. ☐ A formal written request in the form of a **certified resolution** from the responsible city council or county board that includes the following items. *MN Rules, part 8820.3300, subpart 1, item A*

    a. ☐ Identification of the project by location and termini. *MN Rules, part 8820.3300, subpart 1, item B*

    SAP/SP: Click or tap here to enter text.

    b. ☐ Cite the specific part or standard for which the variance is requested and describe the modification proposed. *MN Rules, part 8820.3300, subpart 1, item C*

Rule(s)	Request
Minnesota Rules 8820 – Shared-Use Path Horizontal Alignment Requirement for 20 mph design speed.	Request to allow a 38-foot horizontal radius where 74 feet is required.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

A typical resolution format is available on the State Aid Variance website.

3. Define the critical design element involved (i.e. not “Design Speed”): horizontal alignment (radius or degree of curvature), vertical alignment, grades, lane width, shoulder width, bridge

width, structural capacity, stopping sight distance (horizontal and vertical), cross slope, super-elevation, clearance (horizontal and vertical).

Horizontal alignment – horizontal curve radius for shared-use trail.

4. For Complete Street consideration, are design elements from *A Policy on Geometric Design of Highway Streets* from the American Association of State Highway and Transportation Officials being proposed for this variance request? *MN Statutes, section 174.75, subdivision 5*, *MN Statues, section 162.02, subdivision 3a*, *MN Statutes, section 162.09, subdivision 3a*

   ☐ No ☐ Yes *Reference Page(s)/Table(s):* Click or tap here to enter text.

5. For Complete Street consideration, are design elements from *Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities* from the Institute of Transportation Engineers being proposed for this variance request? *MN Statutes, section 174.75, subdivision 5* *MN Statues, section 162.02, subdivision 3a*, *MN Statutes, section 162.09, subdivision 3a*

   ☐ No ☐ Yes *Reference Page(s)/Table(s):* Click or tap here to enter text.

6. ☐ Attach an index map of the project. *MN Rules, part 8820.3300, subpart 1a, item A*

7. ☐ Attach typical sections for the in-place section(s) and proposed section(s). *MN Rules, part 8820.3300, subpart 1a, item B*

8. Provide the **reasons for the request**. *MN Rules, part 8820.3300, subpart 1a, item C*

   The existing adjacent residential properties and limited right-of-way along the east side of CSAH 9 prevent achieving the minimum 74-foot horizontal curve radius. Expanding the trail alignment further east would require residential impacts, grading encroachments, and retaining wall construction. The requested 38-foot radius aligns the trail safely into the proposed underpass while avoiding property acquisition and excessive structural work.

9. Include existing and projected traffic counts.

   Existing ADT: This is a shared-use trail. No roadway ADT applies. Trail user volumes expected to increase with completion of the County regional greenway system. Projected ADT: Click or tap here to enter text.

10. a. Include legal and posted speed limits of abutting roadway sections.

    CSAH 9 posted speed: 45 MPH.Trail design speed: 20 mph (cannot be met at this location).

    b. Include the legal and posted speed limit on the roadway section.

Click or tap here to enter text.

11. Provide information on the economic impacts which may result from the requested variance. For example compare the difference in cost to construct to standard versus the preferred alternative. *MN Rules, part 8820.3300, subpart 1a, item D*, *MN Rules, part 8820.3400, subpart 3, item A*

    Maintaining a 74-foot radius would require residential property acquisition and retaining structures, substantially increasing project cost. The 38-foot radius avoids these costs and prevents structural wall installation at the tunnel entrance.

12. Provide information on the social impacts which may result from the requested variance. *MN Rules, part 8820.3300, subpart 1a, item D*, *MN Rules, part 8820.3400, subpart 3, item A*

    Avoids property impacts to adjacent residences. Maintains neighborhood stability and avoids loss of private land.

13. Provide information on the safety impacts which may result from the requested variance. For example provide the summary data on the number of crashes, type of crashes, severity of crashes, and contributing factors and crash modification factors with or without meeting the design element in the variance request. *MN Rules, part 8820.3300, subpart 1a, item D*, *MN Rules, part 8820.3400, subpart 3, item A*

    Mitigation measures:• Widened pavement approaching tunnel portal• Centerline marking through curve• Advisory signage for horizontal alignment change• Increased sight distance at tunnel portalThese mitigation elements reduce conflict potential and help maintain safe operating conditions.

14. Provide information on the environmental impacts which may result from the requested variance. *MN Rules, part 8820.3300, subpart 1a, item D*, *MN Rules, part 8820.3400, subpart 3, item A*

    Minimal. Avoids additional grading and excavation that would be necessary to achieve a 74-foot radius.

15. Provide information on the effectiveness of the project in eliminating an existing and projected deficiency in the transportation system. *MN Rules, part 8820.3300, subpart 1a, item E*, *MN Rules, part 8820.3400, subpart 3, item B*

    Provides grade-separated crossing at CSAH 9 and essential connection for the Lake Marion Greenway. The variance enables continuation of the regional trail system while avoiding property impacts.

16. Provide information on the effects on adjacent lands. *MN Rules, part 8820.3300, subpart 1a, item F*, *MN Rules, part 8820.3400, subpart 3, item C*

    Avoids intrusion into private residential property. Maintains existing separation.

17. Provide information on the number of persons affected. *MN Rules, part 8820.3300, subpart 1a, item G*, *MN Rules, part 8820.3400, subpart 3, item D*

    Approximately the residents of the adjacent homes plus future trail users. Avoiding property acquisition reduces impact on homeowners.

18. Provide information on the safety considerations and mitigations as they apply to pedestrians. *MN Rules, part 8820.3300, subpart 1a, item H (1)*, *MN Rules, part 8820.3400, subpart 3, item F*

    Horizontal curve located near tunnel entrance with widened pavement and marked centerline improves safety for pedestrians and bicyclists.

19. Provide information on the safety considerations and mitigations as they apply to bicyclists. *MN Rules, part 8820.3300, subpart 1a, item H (2)*, *MN Rules, part 8820.3400, subpart 3, item F*

    Advisory signage, visibility enhancement, and wider pavement mitigate reduced design radius.

20. Provide information on the safety considerations and mitigations as they apply to the motoring public. *MN Rules, part 8820.3300, subpart 1a, item H (3)*, *MN Rules, part 8820.3400, subpart 3, item F*

    No adverse effect. Improvements separate trail users from CSAH 9 via an underpass.

21. Provide information on the safety considerations and mitigations as they apply to fire, police, and emergency units. *MN Rules, part 8820.3300, subpart 1a, item H (4)*, *MN Rules, part 8820.3400, subpart 3, item F*

    Trail geometry does not affect emergency service access. Underpass remains accessible.

22. ☐ Include available accident data in detail that indicates the resulting damage (property damage/injury/death), contributing causes, and location.

    The Minnesota Crash Mapping Analysis Tool (MnCMAT2) is available thru the SALT Traffic Safety website at https://www.dot.state.mn.us/stateaid/mncmat2.html. Note that access to the MnCMAT application requires approval of the city or county engineer. Questions on gaining access or use of the application can be directed to mcmat.dot@state.mn.us.

23. Provide information on the effect on future maintenance. *MN Rules, part 8820.3400, subpart 3, item E*

No additional long-term maintenance beyond normal greenway operation. Avoids maintenance burden of retaining walls.

24. Provide information on the effect that the rule and standards may have in imposing an undue burden on a city or county. *MN Rules, part 8820.3400, subpart 3, item G*

    Meeting full radius would impose undue financial and geometric burden on the City and County due to residential ROW impacts.

25. Any other pertinent factors.

    Click or tap here to enter text.

Variance Submittal

When you are ready to submit this variance request, save the checklist with the project number and Variance Request in the name of the document, e.g., 088-888-008VarianceRequest.doc.

This completed checklist and required attachments should be submitted electronically to your District State Aid Engineer by the variance submittal date.

Board of Commissioners

Request for Board Action

Item Number: DC-5819 **Agenda #:** 11.12 **Meeting Date:** 8/4/2026

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Technical Assistance Agreement With U.S. Geological Survey For Analysis Of Water, Soil, And Sediment Samples

RESOLUTION

WHEREAS, the Dakota County Emerging Contaminant Workgroup (ECW) was established to study emerging contaminants like neonicotinoids, and conduct research to guide County decisions to help residents and prevent contamination; and

WHEREAS, the Dakota County Groundwater Plan identifies researching groundwater conditions as a priority strategy (Strategy 1D), including the research of contaminants of emerging concern, on an ongoing basis to develop, implement, and evaluate strategies for reducing contamination and protecting public health in the county; and

WHEREAS, the ECW and the groundwater unit's sampling workplans include neonicotinoid sampling of water, soil, and sediments; and

WHEREAS, the United States Geological Survey has offered a Technical Assistance Agreement (TAA) with Dakota County for the analysis of water, soil, and sediment samples for neonicotinoids; and

WHEREAS, the term of the TAA is through December 31, 2030, with a not to exceed amount of $100,000 before expiration of the agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager, or delegate, to execute the Technical Assistance Agreement with the United States Geological Survey to complete laboratory analysis in an amount not to exceed $100,000 through December 31, 2030, substantially as presented to the County Board of Commissioners on August 4, 2026, subject to approval by the County Attorney's office as to form.

BACKGROUND

The Dakota County Emerging Contaminants Workgroup (ECW) includes representation from the Dakota County Environmental Resources Department, Dakota County Public Health Department, Dakota County Soil and Water Conservation District, and watershed organizations.

Neonicotinoids are neurotoxic insecticides that are harmful to pollinators, birds, aquatic species and other animals. They are used on agricultural crops, seeds, lawns, gardens, golf courses, nursery and

landscape plants, as well as in flea and tick pet treatments. Neonicotinoids may also by harmful to humans, affecting the nervous system and potentially causing developmental and reproductive problems with prolonged or high exposure. Along with other pesticides and herbicides, they are considered contaminants of emerging concern.

Dakota County has collaborated with the United States Geological Survey (USGS) in previous studies through a Technical Assistance Agreement (TAA). The USGS laboratory is the only lab capable of performing neonicotinoid analyses at low laboratory detection levels (Attachment: USGS TAA Draft Contract).

The ECW collaborated with the Department of Natural Resources in 2025 to collect neonicotinoid water samples from 51 locations. Neonicotinoids were detected in 13 of the 51 samples at low concentrations. As a follow-up to the 2025 sampling, the ECW plans to collect ten water samples in 2026 to evaluate the presence of neonicotinoids in a combination of urban and rural lake ecosystems. Future year sampling will depend on the 2026 sample results, annually approved sampling workplans, and annually approved Environmental Resources Capital Improvement Program (CIP) and Operating budgets. Continued monitoring of neonicotinoids is important because they are persistent and mobile in the environment.

RECOMMENDATION
Staff requests authorizing the County Manager, or delegate, to execute the TAA with the USGS to complete laboratory analysis of water, soil and sediment samples in an amount not to exceed $100,000 through December 31, 2030.

FINANCIAL AND STAFFING IMPACTS
The 2026 Environmental Resources CIP Budget includes $11,500 for Environmental Assessment and Remediation and is funded by Environmental Legacy Funding (ELF). Future year sampling costs will depend on annually approved workplans and annually approved Environmental Resources CIP and Operating budgets, not to exceed a total of $100,000.

Year	Estimated Budget Amount	Budget Location	Funding Source
2026	$11,500	CIP	ELF
2027	$35,100	CIP and Operating	ELF
2028	$17,800	CIP	ELF
2029	$17,800	CIP	ELF
2030	$17,800	CIP	ELF

PREVIOUS BOARD ACTION
25-208; 04/22/25

ATTACHMENTS
Attachment: USGS TAA Draft Contract

CONTACT
Department Director: Nikki Stewart

Author: Valerie Neppl

TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement is entered into by and between U.S. Geological Survey, a Bureau of the Department of the Interior, through the offices of its California Water Science Center, Sacramento California, hereinafter referred to as the "USGS" and Dakota County, Minnesota, hereinafter referred to as "Collaborator." USGS and Collaborator are sometimes herein referred to as a "Party" and collectively as the "Parties."

Whereas, the USGS is authorized to perform technical assistance with other Federal agencies, units of State or local government, industrial organizations, private corporations, public and private foundations, and nonprofit organizations (including universities) under the Stevenson-Wydler Act (15 U.S.C. § 3710a(b)(3)(A), as amended);

Whereas, the Collaborator is a state organization - mutual benefit;

Whereas, the USGS will benefit by having data on neonicotinoid insecticides in groundwater samples, this can help the USGS determine if and where these insecticides are occurring in groundwater.

Whereas, the project entitled Neonicotinoids in groundwater, Dakota County, Minnesota is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

1. Statement of Work.
See attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.

2. Principal Investigator.
The USGS principal investigator (PI) for this Project is Michelle Hladik, PhD

(916) 278-3183, and 6000 J Street, Place Hall, Sacramento, CA 95819. The PI for the Collaborator is Valerie Neppl, 952-891-7019 and 14955 Galaxie Ave, Apple Valley, MN 55124. In the event that a PI is unable to continue in this project, the sponsoring agency will make every effort to substitute a replacement acceptable to the other Party.

3. Title to Equipment.
There will be no joint property purchased as a result of the work outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the technical evaluation.

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4. Term.
The technical assistance contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the date of the last signature by the Parties. The expiration date of this Agreement shall be 12/31/30. The Agreement may be extended by mutual written agreement of the Parties.

5. Funding.

(a) The Collaborator will provide an estimated $11,500.00 in funds-in to the project for the sampling analysis provided on the attached SOW for year 1. In the event the Parties agree to amend the SOW to provide additional analysis of samples, Collaborator will provide an amount not to exceed $88,500.00 in additional funds, for a total amount not to exceed $100,000.00. The Collaborator is providing in-kind services valued at $0.00.

(b) The USGS requires an advance of $0.00

(c) This agreement has been negotiated to be paid based on expenses incurred. The USGS will submit invoices to the Collaborator's administrative contact, on a quarterly basis. Invoices not paid within 60 days from date of bill for Local and State Government customers will bear Interest, and other fees required by Federal Law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services valued at $0.00 to the collaboration.

6. Termination.
This Agreement may be terminated by either Party on 30 days written notice to the other. In the event of an early termination, the USGS shall be reimbursed for any completed work or work in progress on the Effective Date of Termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall also supply a copy of the evaluations completed as of the Effective Date of Termination in the event of an early termination of the project.

7. Publications/Reports.

(a) Each Party is free to publish the non-proprietary or non-confidential information and data developed in the performance of this agreement. Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the Party shall have a review period of 14 (Fourteen) business days to ensure that the draft publication or presentation does not contain Confidential or Proprietary Business Information. Upon expiration of the review period with no comments

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received from the other Party, the first Party will proceed with submission of the publication and presentation. The review period is provided as a courtesy to review the publications or presentations to ensure confidential or proprietary information is not disclosed and ensure that there is not inadvertent release of such information that could be used for a patent or invention application. All comments provided within the review period will be forwarded to the contacts identified in Section 9. The Parties acknowledge that scientific information and data developed as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in Survey Manual Chapter (SM) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of this scientific information and data unless it contains sensitive, protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in SM 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and SM 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.

(b) Under the authority of 15 U.S.C. § 3710a (c)(7)(B), as amended, the Parties will have the opportunity, as part of the technical assistance, to identify protected research and development information, which is defined as information generated by the research which would have been proprietary information had it been obtained from a non-Federal entity. Each Party may designate as protected research and development information, any information generated by its own employees, and with the Agreement of the other Party, mark any information produced by the other Party's employees. Such protected research and development information shall be exempt from disclosure under 5 U.S.C. § 552(b)(4). After the protected research and development information period has expired, the USGS may publish the results of the research as part of open literature (journal and proceeding articles) or as USGS open file reports.

(c) Generated information and results which have been created and marked as protected research and development information may be protected from release or disclosure for a period of two (2) years, unless an earlier date is agreed upon by the Parties.

8. Proprietary Information/Intellectual Property/Background Intellectual Property.
(a) Proprietary Information means information which embodies trade secrets developed at private expense outside of this Agreement or which is confidential technical, commercial, or financial information under the Freedom of Information Act 5 U.S.C. § 552(b)(4).

(b) All rights in intellectual property, which are defined as new/improved patents, copyrights, new inventions, discoveries, biological materials, or software, created in the course of the SOW, shall be the property or joint property of the organization employing the respective individual who made the invention or discovery. Any such inventions ("subject inventions") shall be reported to the Principal Investigator within 60 days of creation, who in turn will notify their own management and the other Party's PI. In the event that the intellectual property is a joint invention not described in paragraph (c) below, the Parties agree to meet and negotiate a commercialization plan within 60 days of the receipt of a written request from the other Party.

(c) For purposes of this Agreement, background intellectual property refers to intellectual property, which was in existence prior to or first produced outside of this Agreement and was developed by a Party either alone or with others~~,~~ using one or more separate funding sources not related to the Agreement. Background intellectual property is not considered a subject invention. In this Agreement, the Collaborator is providing valuable patented/copyrighted material specified in the SOW to which the USGS may/could value. In the event that the joint efforts of the Parties build upon the preexisting background intellectual property of the Collaborator, the Collaborator may take ownership of the patent/copyright but must agree to negotiate a Government Purpose license or revenue sharing arrangement with the USGS that reflects USGS's contributions to the joint project.

9. Notices.

Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

(a) USGS Administrative Contact Information:

Gabriel Lopez
6000 J Street Placer Hall, Sacramento, CA 95819
glopez@usgs.gov
916-278-3026

(b) USGS Technical Contact Information:

Michelle Hladik
6000 J Street Placer Hall, Sacramento, CA 95819
mhladik@usgs.gov
916-278-3183
https://www.usgs.gov/centers/california-water-science-center

(c) USGS Financial Contact Information:

Gabriel Lopez
6000 J Street Placer Hall, Sacramento, CA 95819
glopez@usgs.gov
916-278-3026
USGS UEI: NJQMLNG5L8A5
USGS Tax ID: 53-0196958

(d) Collaborator Administrative Contact Information:

Nikki Stewart
14955 Galaxie Ave Apple Valley, MN 55124
Nikki.stewart@co.dakota.mn.us

(e) Collaborator Technical Contact Information:

Valerie Neppl
14955 Galaxie Ave Apple Valley, MN 55124 Valerie.Neppl@CO.DAKOTA.MN.US
Phone: 952-891-7019

(f) Collaborator Financial Contact Information:

Brad Becker
14955 Galaxie Ave Apple Valley, MN 55124
Brad.becker@co.dakota.mn.us
952-891-7044
41-6005786

10. Independent Entity.
For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the work. While in field locations, a Party's employees shall adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party may use the name of the other in advertising or other forms of publicity without the written permission of the other.

11. Governing Law/Liability.
(a) This Agreement is subject to interpretation under applicable State and Federal laws. Where there is inconsistency between the laws, Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. The USGS responsibility for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80. Collaborator's liability for purposes of State law is governed by Minnesota Statutes chapter 466.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW. These provisions shall survive the termination of the Agreement.

(c) The USGS shall not indemnify Collaborator or any third party against any liabilities, costs, attorney's fees, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs and all other professional costs and expenses suffered or incurred by Collaborator or any third party arising from the work conducted under this technical assistance agreement.

12. Force Majeure.

Neither Party shall be liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. Entire Agreement.

This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. This Agreement can be changed or amended only by a written instrument signed by the Parties. Due to the specialized nature of the work, this Agreement is non-assignable by both Parties.

14. Disputes.

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or their designee and the administrative contact of the Collaborator or their designee for resolution. If no resolution is reached, the Parties agree that the courts of the United States shall have jurisdiction over any claims arising out of work under this agreement.

15. Miscellaneous Provisions.

(a) ***Anti-Deficiency Act.*** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 (a)(1)(A) and (B) and 31 U.S.C. § 1517(a), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW or involving the Federal government in any obligation to pay money before funds have been appropriated for that purpose unless otherwise allowed by law.

(b) ***Import/Export.*** The use and dissemination of Information and materials exchanged under this Agreement will be in accordance with all U.S. laws and regulations, including those pertaining to national security and export control. Nothing in this Agreement shall be construed as a license to export Information or to permit any disclosure in violation of law, regulation, or Department of Interior policy. The exporting Collaborator is responsible for obtaining any export licenses that may be required by U.S. Federal law.

(c) ***Third Parties.*** The Parties acknowledge and agree to allow disclosure of Proprietary Information or Background Intellectual Property to third parties (such as, students, contractors, subcontractors and or consultants) or external collaborators for the purposes of carrying out this Agreement. If a Party engages a new third party to perform any portion of the SOW after the Effective Date of this Agreement, such Party will notify the other Party and provide information about the third-Party involvement within 7 days of engagement. No contractors shall be listed as ineligible in the System for Award Management (sam.gov), unless waived by the Department of the Interior. However, these participants are not Parties to the Agreement. The Parties agree that they will comply with and advise any third parties they have engaged to conduct the Agreement activities to comply with, all applicable Executive Orders, statutes, and regulations. The Parties agree that they will ensure that third party participants are under written obligation not to disclose Proprietary Information or Background Intellectual Property, except as required by law or court order, before the third parties have access to any Proprietary Information or Background Intellectual Property. No foreign personnel shall be engaged by the Collaborator as a contractor, consultant, grantee or third-party collaborator for the performance of any work under this TAA without first identifying the individual, their country of origin, and the work to be performed to USGS so that USGS may determine whether the agency requires advanced approval by an authorized agency official before working with the foreign contractor, consultant, grantee or third-party collaborator, and whether any data, technology or products shared with or used by a foreign contractor, consultant, grantee or third-party collaborator as part of the technical assistance under this agreement are in accordance with all U.S. laws and regulations, including national security export controls and U.S. Department of State regulations and policies.

(d) The Exhibits, Forms, or Special Terms requested by the Collaborator are accepted to the extent that such terms do not conflict with applicable Federal laws and regulations.

16. Survivability.

The following provisions shall survive the termination of this Agreement: 7. Publications/Reports, 8. Proprietary Information/Intellectual Property/Background Intellectual Property and 14. Disputes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

U.S. GEOLOGICAL SURVEY	COLLABORATOR
By: _____	By: _____
Name:	Name: Nikki Stewart
Title:	Title: Director, Environmental Management Department
Date:	Date:

Statement of Work:

In 2026, the USGS Organic Chemistry Research Laboratory will analyze 10 water samples (plus at least one laboratory blank) for neonicotinoid insecticides in water.

Future year sampling may consist of water and sediment/soil sampling, number of samples and sample matrix will be determined each year according to needs and funding.

The USGS will provide sample bottles/containers to:

Valerie Neppl
Dakota County Environmental Management
14955 Galaxie Ave
Apple Valley, MN 55124
Phone 952-891-7019

Samples will be analyzed according to USGS Techniques and Methods 5-A12 (https://doi.org/10.5066/P9J8E544) for water and Multiresidue extraction of current-use pesticides from complex solid matrices using energized dispersive extraction with analysis by gas and liquid chromatography tandem mass spectroscopy, Chemosphere, v. 327, art. 138550, (https://doi.org/10.1016/j.chemosphere.2023.138550) for sediment/soil.

List of analytes:

Compound	CAS Number	Water Limit of Detection (ng/L)	Soil/sediment Limit of Detection (ng/g)
Acetamiprid	135410-20-7	0.2	0.10
Clothianidin	210880-92-5	0.2	0.10
Clothianidin Desmethyl	135018-15-4	0.2	0.24
Dinotefuran	165252-70-0	0.2	0.21
Imidacloprid	138261-41-3	0.2	0.10
Imidacloprid Desnitro	127202-53-3	0.4	not analyzed
Imidacloprid Olefin	115086-54-9	0.4	0.26
Imidacloprid Urea	120868-66-8	0.4	0.13
Imidacloprid, 5-Hydroxy	380912-09-4	0.4	0.20
Thiacloprid	111988-49-9	0.2	0.11
Thiamethoxam	153719-23-4	0.2	0.10
Thiamethoxam Degradate (CGA-355190)/Thiamethoxam Urea	902493-06-5	0.4	0.10
Thiamethoxam Degradate (NOA-407475)		0.4	not analyzed

Cost:

Sample Type	2026 Samples	2027-2031 Samples	Cost per Sample	Cost 2026	Cost 2027-2031
Water Environmental	10	TBD	$1,150.00	$11,500.00	
Water Replicate/Duplicate	0	TBD	$1,150.00	0	
Solid Environmental	0	TBD	$1,400.00	0	
Solid Replicate/Duplicate	0	TBD	$1,400.00	0	
Field Blank Water or Solid	0	TBD	no cost	0	
Lab Blank Water or Solid	1	TBD	no cost	0	
Total	**11**			**$11,500**	**Not to exceed $100,000**

TBD= to be determined

Performance Dates:

Begin: when agreement is signed
End: December 31, 2030

Board of Commissioners

Request for Board Action

Item Number: DC-5887 **Agenda #:** 11.13 **Meeting Date:** 8/4/2026

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute And Deliver A Master Equipment Lease/Purchase Agreement And Equipment Schedule No. 01 Thereto For The Acquisition, Financing And Leasing Of Certain Equipment For The Public Benefit

RESOLUTION

WHEREAS, Dakota County (the *"County"*), a county duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Minnesota, is authorized by the laws of the State of Minnesota to acquire, finance and lease personal property (tangible and intangible) for the benefit of the County and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Board of Commissioners of the County (the *"Board"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of energy savings improvements and equipment listed in Scope of Work (the "Scope of Work") set forth as Exhibit A3.0 to that certain Guaranteed Energy Savings Agreement ("*McKinstry Agreement*") made by and between County and McKinstry Essention, LLC, which constitutes personal property necessary for the County to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the County proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the *"Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, and separate Equipment Schedule No. 01 thereto substantially in the form attached to the Agreement (County is referred to as "*Lessee*" in the Agreement and related documents); and

WHEREAS, the Board deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Agreement and Equipment Schedule No. 01 thereunder and the other documentation relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule No. 01 and the form of Payment Schedule,

both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the County for the acquisition financing and leasing of the Equipment.

Section 2. Authorization to Execute. The Board hereby authorizes the execution of the Agreement (including the form of Equipment Schedule No. 01 and the form of Payment Schedule,) by the County Manager or Finance Director (the *"Authorized Officials"*), with review by the County Attorney's Office, in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Authorized Officials, executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval; and the County Manager or Finance Director is hereby authorized and directed to execute (in writing or electronically) the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the County the Agreement, Equipment Schedule No. 01 thereto under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the Board, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed $2,831,374.00; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed twenty years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed the lesser of the maximum rate permitted by law or 4.419 percent (4.419%)] per annum. The Authorized Officials may execute (in writing or electronically) and deliver Leases to the Lessor on behalf of the County pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the County up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officials are authorized to execute (in writing or electronically) and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in such Lease.

Section 3. Other Actions Authorized. The officers and employees of the County shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Agreement and the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, the Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the County as incurring a pecuniary liability or charge upon the general credit of the County or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the County or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the County, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized County Representatives. The Finance Director and Facilities Management Director of the County are each hereby designated to act as authorized representatives of the County for purposes of the Lease and related Escrow Agreement until such time as the Board shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

BACKGROUND

The Energy Improvements Project Phase Two with McKinstry Essention, LLC (McKinstry) was approved by Resolution No. 26-170 (April 21, 2026). The project includes rooftop solar at five sites, mechanical upgrades at three buildings, water conservation measures at 16 buildings, and building envelope sealing at 19 buildings. The energy savings from the project are guaranteed by McKinstry and are outlined in the Attachment: Financial Schedule.

The contract between the County and McKinstry will be administratively amended to reflect the increased annual guaranteed energy savings to align with the Master Equipment Lease Purchase Agreement terms. The previously guaranteed energy savings in year one was $107,686 and will be amended to $115,629. The savings increase by 4.9 percent each year of the 20-year contract.

The project Tax-Exempt Lease Purchase loan was solicited to multiple lending institutions, and the most favorable rates were from Banc of America Public Capital Corp. The summary of all responses is include in the Attachment: Financing RFP Summary. This action allows the County to formally enter into the lending and related agreements with Banc of America Public Capital Corp.

The energy savings guaranteed by McKinstry is intended to cover the financing costs associated with the project. In the event McKinstry's guaranty fails, in whole or in part, the County will remain obligated to Banc of America Public Capital Corp subject to the terms of the agreements.

RECOMMENDATION

Staff recommends execution of the Master Equipment Lease Purchase Agreement and related agreements with Banc of America Public Capital Corp. for the Energy Improvements Project Phase Two.

FINANCIAL AND STAFFING IMPACTS

The Facilities 2026- 2030 Adopted Capital Improvement Program includes a project for Energy Efficiency Improvements and a levy budget of $250,000, which is the only County funding for this project. The County provides $250,000 in capital and will finance the balance of the project with the energy savings over the 20-year term guaranteed to cover the cost of the investment per Minn. Stat.

§ 471.345, Sub. 13.

The guaranteed savings are tracked in an annual Measurement and Verification program based on the Department of Energy Federal Guidelines. The savings will be documented annually in reductions to the County water, electricity, and natural gas bills compared to the baseline year prior to project implementation.

In addition to the guaranteed energy savings, the project anticipates receipt of utility rebates in the amount of $17,486 and Inflation Reduction Act Investment Tax Credit Direct Pay incentives of $588,105. Both will be used for the repayment of the loan upon receipt. The Tax-Exempt Lease Purchase loan with the Banc of America will be in the amount of $2,831,374 for a total project cost of $3,081,374.

PREVIOUS BOARD ACTION
26-170; 04/21/26

ATTACHMENTS
Attachment: Master Equipment Lease Purchase Agreement
Attachment: Financial Schedule
Attachment: Financing RFP Summary

CONTACT
Department Director: Mike Lexvold
Author: Mike Lexvold

LIST OF DOCUMENTS

Equipment Schedule No. 01 – Energy Services Equipment

Exhibit B	Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-2A	Incumbency and Authorization Certificate (Agreement)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Reserved
Exhibit G	Form of Notice and Acknowledgement of Assignment
Exhibit H	Form of Escrow and Account Control Agreement

EQUIPMENT SCHEDULE NO. 01 - ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Dakota County, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"). In addition, for this Equipment Schedule, the following term will have the meaning indicated below unless the context clearly requires otherwise:

"Lien" means any lien (statutory or otherwise), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, preference, priority or other security or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction. For this Equipment Schedule, all references to the term "lien" in the Agreement shall mean "Lien" as defined herein.

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

Administration Center
1590 Hwy 55
Hastings, MN 55033

Extension Service Center
4100 220th Street W
Farmington, MN 55024

Burnsville Library
1101 West County Rd 42
Burnsville, MN 55336

Farmington Library
508 3rd Street
Farmington, MN 55024

Dakota 911
2860 160th St. W
Rosemount, MN 55068

Heritage Library
20085 Heritage Dr.
Lakeville, MN 55044

Empire Maintenance
Facility (East & West)
2800 160th St. W.
Rosemount, MN 55068

Inver Glen Library
8098 Blaine Ave.
Inver Grove Heights, MN
55076

Judicial Center
1560 Highway
55 Hastings, MN 55033

Juvenile Services
1600 Highway 55
Hastings, MN 55033

Kaposia Library
105 7th Ave N South
St Paul, MN 55075

Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

Lawshe Historical
Museum
130 3rd Ave. North S.
St. Paul, MN 55075

Lebanon Hills
Maintenance Facility
740 Cliff Road
St Paul, MN 55123

Lebanon Hills Visitor
Center
860 Cliff Rd
Eagan, MN 55123

Northern Service Center
1 Mendota Rd. W.
West St. Paul, MN 55118

Pleasant Hill Library
1490 S. Frontage Rd.
Hastings, MN 55033

Robert Trail Library
14395 S. Robert Trail
Rosemount, MN 55068

Schaars Bluff Gathering
Center
8395 127th St E
Hastings, MN 55033

SMART Center
9260 Courthouse Blvd.
Inver Grove Heights, MN
55077

Wescott Library
1340 Wescott Rd
Eagan, MN 55123

Western Service
Center/Galaxie Library
14955 Galaxie
Apple Valley, MN 55124

(b) Equipment Description (Scope of Work): Energy savings improvements and equipment listed in Scope of Work (the "Scope of Work") set forth as Exhibit A 3.0 to that certain Guaranteed Energy Savings Agreement ("Agreement") is made by and between Dakota County ("Lessee") and McKinstry Essention, LLC ("Vendor"), as may be amended from time to time, as well as any property acquired with the proceeds of Equipment Schedule No. 01, dated August 11, 2026, entered into pursuant to the Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, between Lessor and Lessee, together with all replacement parts, additions, repairs, modifications, attachments and accessories thereto, and all substitutions, replacements or exchanges therefor, and the products and proceeds thereof.

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is

$2,831,374.00. It is expected that by eighteen (18) months from the date of this Equipment Schedule No. 01, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before eighteen (18) months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the 18th month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation; Additional Representations Regarding Real Property and Liens*.

(a) Lessee agrees that it shall (i) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (ii) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at least through the Lease Term.

(c)(i) In the event any Lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Lessee's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Lessor's right, title or interest in the Equipment or any of Lessor's rights or remedies under this Agreement with respect to the Equipment (each of the foregoing referred to as a *"Real Property Issue"*), Lessee will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of Lessor and ensure that Lessee and Lessor have adequate access to and use of (including beneficial use and enjoyment of) the Real Property for all purposes of the Equipment contemplated herein and Lessee shall ensure that its fee interest in the Real Property and Lessor's right, title or interest in the Equipment and rights or remedies under

this Agreement with respect to the Equipment remain free and clear of Real Property Issues.

(ii) As of the date of execution and delivery of this Equipment Schedule, Lessee has not granted any Lien on the Collateral that would be senior in priority to, or pari passu with, the first priority Lien on the Collateral granted to Lessor under Section 6.02 of the Agreement.

(iii) The street addresses and legal descriptions affixed to the UCC-1 financing statements and fixture filings filed and recorded pursuant to Section 3.04(vi), Section 6.01 and/or Section 6.02 hereof are true, accurate and complete street addresses and legal descriptions of all the properties on which the Equipment is located or to be installed. In the event any street address, legal description, other information, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Lessor's interests in the Equipment or any of the Real Property on which the Equipment is located or to be installed reflects any incorrect or incomplete Real Property legal description, equipment description or other information, Lessee shall take all steps necessary (with the Lessor's prior written approval) to promptly correct any errors or deficiencies with respect to such legal descriptions, street address, other information, UCC-1 financing statements and/or fixture filings and to protect Lessor's interests in the Equipment.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $500,000 per person and at least $1,500,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds*; *Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this

Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 10, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 10 have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on August 11, 2046, subject to earlier termination pursuant to the Agreement.

[Signature page follows.]

Dated: August 11, 2026

LESSOR:	LESSEE:
Banc of America Public Capital Corp 11333 McCormick Road Hunt Valley II M/C MD5-032-07-05 Hunt Valley, MD 21031 Attention: Contract Administration	Dakota County 1590 Highway 55 Hastings, MN 55033 Attention: Michael Lexvold michael.lexvold@co.dakota.mn.us Phone: (651) 438-8189
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price	Casualty Value
8/11/2026				2,831,374.00	2,888,001.48	2,888,001.48
2/11/2027	62,559.21	62,559.21	0.00	2,831,374.00	2,888,001.48	2,888,001.48
8/11/2027	66,557.34	62,559.21	3,998.13	2,827,375.87	2,883,923.39	2,883,923.39
2/11/2028	66,557.34	62,470.87	4,086.47	2,823,289.40	2,879,755.19	2,879,755.19
8/11/2028	354,699.74	62,380.58	292,319.16	2,530,970.24	2,581,589.64	2,581,589.64
2/11/2029	354,699.74	55,921.79	298,777.95	2,232,192.29	2,276,836.14	2,276,836.14
8/11/2029	63,618.96	49,320.29	14,298.67	2,217,893.62	2,262,251.49	2,262,251.49
2/11/2030	63,618.96	49,004.36	14,614.60	2,203,279.02	2,247,344.60	2,247,344.60
8/11/2030	66,736.29	48,681.45	18,054.84	2,185,224.18	2,228,928.66	2,228,928.66
2/11/2031	66,736.29	48,282.53	18,453.76	2,166,770.42	2,210,105.83	2,210,105.83
8/11/2031	70,006.36	47,874.79	22,131.57	2,144,638.85	2,187,531.63	2,187,531.63
2/11/2032	70,006.36	47,385.80	22,620.56	2,122,018.29	2,164,458.66	2,164,458.66
8/11/2032	73,436.68	46,886.00	26,550.68	2,095,467.61	2,137,376.96	2,137,376.96
2/11/2033	73,436.68	46,299.36	27,137.32	2,068,330.29	2,109,696.90	2,109,696.90
8/11/2033	77,035.07	45,699.76	31,335.31	2,036,994.98	2,077,734.88	2,077,734.88
2/11/2034	77,035.07	45,007.41	32,027.66	2,004,967.32	2,045,066.67	2,045,066.67
8/11/2034	80,809.79	44,299.75	36,510.04	1,968,457.28	2,007,826.43	2,007,826.43
2/11/2035	80,809.79	43,493.07	37,316.72	1,931,140.56	1,969,763.37	1,969,763.37
8/11/2035	84,769.47	42,668.55	42,100.92	1,889,039.64	1,926,820.43	1,926,820.43
2/11/2036	84,769.47	41,738.33	43,031.14	1,846,008.50	1,882,928.67	1,882,928.67
8/11/2036	88,923.18	40,787.56	48,135.62	1,797,872.88	1,833,830.34	1,833,830.34
2/11/2037	88,923.18	39,724.00	49,199.18	1,748,673.70	1,783,647.17	1,783,647.17

8/11/2037	93,280.41	38,636.95	54,643.46	1,694,030.24	1,727,910.84	1,727,910.84
2/11/2038	93,280.41	37,429.60	55,850.81	1,638,179.43	1,670,943.02	1,670,943.02
8/11/2038	97,851.15	36,195.58	61,655.57	1,576,523.86	1,608,054.34	1,608,054.34
2/11/2039	97,851.15	34,833.30	63,017.85	1,513,506.01	1,543,776.13	1,543,776.13
8/11/2039	102,645.86	33,440.92	69,204.94	1,444,301.07	1,473,187.09	1,473,187.09
2/11/2040	102,645.86	31,911.83	70,734.03	1,373,567.04	1,401,038.38	1,401,038.38
8/11/2040	107,675.50	30,348.96	77,326.54	1,296,240.50	1,322,165.31	1,322,165.31
2/11/2041	107,675.50	28,640.43	79,035.07	1,217,205.43	1,241,549.54	1,241,549.54
8/11/2041	112,951.60	26,894.16	86,057.44	1,131,147.99	1,153,770.95	1,153,770.95
2/11/2042	112,951.60	24,992.72	87,958.88	1,043,189.11	1,064,052.89	1,064,052.89
8/11/2042	118,486.23	23,049.26	95,436.97	947,752.14	966,707.18	966,707.18
2/11/2043	118,486.23	20,940.58	97,545.65	850,206.49	867,210.62	867,210.62
8/11/2043	124,292.06	18,785.31	105,506.75	744,699.74	759,593.73	759,593.73
2/11/2044	124,292.06	16,454.14	107,837.92	636,861.82	649,599.06	649,599.06
8/11/2044	130,382.37	14,071.46	116,310.91	520,550.91	530,961.93	530,961.93
2/11/2045	130,382.37	11,501.57	118,880.80	401,670.11	409,703.51	409,703.51
8/11/2045	136,771.10	8,874.90	127,896.20	273,773.91	279,249.39	279,249.39
2/11/2046	136,771.10	6,049.03	130,722.07	143,051.84	145,912.88	145,912.88
8/11/2046	146,212.57	3,160.73	143,051.84	-	-	-
	4,310,630.10	**1,479,256.10**	**2,831,374.00**			

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is 4.419% per annum. The Taxable Rate for this Equipment Schedule is 5.640% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is February 11, 2027.

[SIGNATURE PAGE FOLLOWS.]

LESSOR:	LESSEE:
Banc of America Public Capital Corp	Dakota County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

[Exhibit B signature page]

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

[See actual resolution in the transcript.]

EXHIBIT C-2A

INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)

The undersigned, a duly elected or appointed and acting Clerk to the Board of Dakota County (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Master Equipment Lease/Purchase Agreement dated as of August 11, 2026 (the *"Agreement"*), the Equipment Schedule No. 01, entered into pursuant to the Agreement, each by and between Lessee and Banc of America Public Capital Corp ("Lessor"), the Escrow and Account Control Agreement, dated as of August 11, 2026, by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Will Wallo	Finance Director	_____
Heidi Welsch	County Manager	_____
_____	_____	_____

Dated: August 11, 2026

By: _____

Name: Jeni Reynolds

Title: Clerk to the Board

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. 01, dated August 11, 2026, to Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, by and between Banc of America Public Capital Corp, as Lessor, and Dakota County, as Lessee

Ladies and Gentlemen:

As legal counsel to Dakota County (*"Lessee"*), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026 (the *"Agreement"*), and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor (*"Lessor"*), and Lessee; (b) an executed counterpart of Equipment Schedule No. 01, dated August 11, 2026, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. 01 together with such incorporated terms and provisions are herein referred to collectively as the *"Equipment Schedule"*), has attached the Payment Schedule with respect thereto (the *"Payment Schedule"*) executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the *"Equipment"*); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of August 11, 2026 (the *"Escrow Agreement"*), by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the *"Transaction Documents"*.

Based on the foregoing, I am of the following opinions:

1. Lessee is a county, duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the *"Code"*) and the obligations of

Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments, are entitled to rely on this opinion.

Printed Name: _____ Signature: _____
Firm: _____ Dated: August 11, 2026
Address: _____
Telephone No.: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. 01, dated August 11, 2026, to Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, by and between Banc of America Public Capital Corp, as Lessor, and Dakota County, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. Lessee has conducted such inspection and testing of the Equipment listed in the Equipment Schedule as it deems appropriate, and all of the Equipment has been delivered, installed and is unconditionally accepted for all purposes by Lessee, and title to the Equipment has transferred to Lessee and any security interest of Vendor therein has been released.

2. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

3. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.

4. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

DAKOTA COUNTY

BY: _____
Name: _____
Title: _____

EXHIBIT F

RESERVED

EXHIBIT G

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (*"Assignor"*) hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ (*"Assignee"*) all of Assignor's right, title and interest in, to and under Equipment Schedule No. 01, dated August 11, 2026 (including the Payment Schedule attached thereto, the *"Equipment Schedule"*), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of August 1, 2026 (the *"Agreement"*), each by and between Assignor and Dakota County (*"Lessee"*), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of August 11, 2026 (the *"Escrow Agreement"*) by and among Lessee, Assignor and Wilmington Trust, National Association , as Escrow Agent, together with the Escrow Account and other Collateral (collectively, the *"Assigned Property"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), *"Lease"* means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term *"Lease"* specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	$_____
Total Amount of Rental Payments Remaining	$_____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	$_____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____
_____
_____

ACKNOWLEDGED AND AGREED:

LESSEE: DAKOTA COUNTY
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

EXHIBIT H

ESCROW AND ACCOUNT CONTROL AGREEMENT

Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement"), dated as of August 11, 2026, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), Dakota County, a county existing under the laws of the State of Minnesota (hereinafter referred to as "Lessee") and Wilmington Trust, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Equipment Schedule No. 01, dated August 11, 2026, to the Master Equipment Lease/Purchase Agreement dated as of August 11, 2026, between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount ($2,831,374.00) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Dakota County MN Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. The Lessee acknowledges that neither the Escrow Agent nor the Lessor is providing investment supervision, recommendations, or advice. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next business day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it

remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of Minnesota Statutes Chapter 118A, as amended.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other

communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent with regards to the execution of the instructions or directions in question, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and its directors, officers, employees and agents and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct. The Escrow Agent may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(i) The compensation fee for Escrow Agent's services under this Agreement is $0.00. Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account, execution of the directions provided by the Lessee and

Lessor and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

The terms of this paragraph shall survive termination of this Agreement and/or the earlier resignation or removal of the Escrow Agent.(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent.

(l) The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Escrow Agent shall not be answerable for other than its gross negligence or willful misconduct.

(m) Nothing in this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

(n) In no event shall the Escrow Agent be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(o) In the event that any of the funds in the Escrow Account shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the funds in the Escrow Account, the Escrow Agent is hereby expressly authorized to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. To the extent permitted by law, the Escrow Agent shall inform the Lessor and Lessee in writing about any such attachment, garnishment, levy, court order, judgment or decree within ten (10) business days of its receipt of any such attachment, garnishment, levy, court order, judgment or decree. In the event that the Escrow Agent obeys or complies with any such writ, order or decree, it shall not be liable to any of the other parties to this Agreement or to any other person, firm or corporation, should, by reason of such compliance

notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement or monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of

the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account. The Escrow Agent shall not be liable for any amount in excess of the Acquisition Amount.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Minnesota ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If a court of competent jurisdiction declares any provision hereof invalid, it will be ineffective only to the extent of such invalidity, so that the remainder of the provision and Agreement will continue in full force and effect.

This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (804) 533-8124

If to Lessee: Dakota County
1590 Highway 55
Hastings, MN 55033
Attn: Facilities Management Director
michael.lexvold@co.dakota.mn.us
Phone: (651) 438-8189

If to Escrow Agent

Wilmington Trust, National Association
650 Town Center Drive, Suite 800
Costa Mesa, CA 92626
Attention: Chris Johnson
Telephone: (714) 384-4152
Fax: (714) 384-4151
Email: cshjohnson@wilmingtontrust.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and the parties hereto consent to jurisdiction in the State of Minnesota and venue in any state or Federal court that has jurisdiction over the Lessee. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.].

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may

transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

15. Lessee is subject to applicable public records laws as provided by provisions of Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this Agreement. The parties must comply with the MGDPA, as it applies to all data provided by Lessee in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by Escrow Agent or Lessor in accordance with this Agreement. Any confidentiality provision in the Agreement is subject to Lessee's disclosure obligations under the MGDPA. Lessee will respond to public records request without any duty to give Escrow Agent or Lessor prior notice. In the event Escrow Agent or Lessor receives a request to release data pursuant to the MGDPA, either party shall immediately notify Lessee. Lessee will give such party instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either party

[Signature page follows.]

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

Dakota County
as Lessee

By: _____

Name: _____

Title: _____

Wilmington Trust, National Association
As Escrow Agent

By: _____

Name: _____

Title: _____

[Escrow and Account Control Agreement signature page.]

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. 01, to Master Equipment Lease/Purchase Agreement dated as of August 11, 2026, by and between Banc of America Public Capital Corp, as Lessor, and Dakota County, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of August 11, 2026 (the "Escrow and Account Control Agreement"), by and among Banc of America Public Capital Corp ("Lessor"), Dakota County ("Lessee") and Wilmington Trust, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<general description of equipment; ex "police cruiser">

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" (a) Lessee has conducted such inspection and testing of the Equipment as it deems appropriate in order to unconditionally accept such Equipment, and (b) such Equipment has been delivered, installed, and unconditionally accepted for all purposes by Lessee and title thereto has transferred to Lessee and any security interest of Vendor therein has been released. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: _____

DAKOTA COUNTY

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Clerk of the Board of Dakota County ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement (the "Master Lease"), dated as of August 11, 2026, by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Equipment Schedule No. 01, entered into pursuant to the Master Lease, the Escrow and Account Control Agreement dated as of August 11, 2026, by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Will Wallo	Finance Director	_____
Heidi Welsch	County Manager	_____
_____	_____	_____

Dated: August 11, 2026

By: _____

Name: Jeni Reynolds

Title: Clerk of the Board

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

Escrow and Account Control Agreement dated as of August 11, 2026, by and among Banc of America Public Capital Corp, as Lessor, Dakota County, as Lessee and Wilmington Trust, National Association, as Escrow Agent

Certificate of Authorized Representatives – [Lessor]

[To be attached.]

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (this *"Agreement"*) dated as of August 11, 2026, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, *"Lessor"*), and Dakota County, a county existing under the laws of the State of Minnesota (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient for the purpose of acquiring and installing the Equipment listed in such Lease.

"Acquisition Period" means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"*Casualty Value*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Casualty Value" on the Payment Schedule.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

"*Collateral*" has the meaning set forth in Section 6.02.

"*Commencement Date*" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

"*Contract Rate*" means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

"*Disbursement Request*" means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

"*Equipment*" means, with respect to each Lease, the equipment, fixtures and other goods and property listed in the related Equipment Schedule, together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom.

"*Equipment Costs*" means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event

shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"*Equipment Schedule*" means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

"*Escrow Account*" means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"*Escrow Agent*" means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

"*Escrow Agreement*" means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

"*Event of Default*" means an Event of Default described in Section 12.01.

"*Event of Non-appropriation*" means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

"*Lease*" means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

"*Lease Term*" means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

"*Lessee*" means the entity referred to as Lessee in the first paragraph of this Agreement.

"*Lessor*" means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account and other Collateral, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

"*Material Adverse Change*" means (a) any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee's external debt rating from the date of this Agreement of two or more

subgrades by either Moody's Investors Service, Inc. or S&P Global Ratings or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

"*Original Term*" means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

"*Outstanding Balance*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"*Payment Schedule*" means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

"*Prepayment Price*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"*Principal Portion*" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"*Related Documents*" means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

"*Renewal Terms*" means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"*Rental Payment Date*" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"*Rental Payments*" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"*SEC*" means the U.S. Securities and Exchange Commission.

"*State*" means the State of Minnesota.

"*Taxable Rate*" means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"*Vendor*" means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a county of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address, account information and logos of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire and install the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for

which Rental Payments have been appropriated for the applicable Lease (each, a "*Non-Appropriation Return Date*"). Lessor may take whatever action at law or in equity as may be necessary or desirable to enforce Lessee's obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee's obligations in the second preceding sentence or Lessor's rights in the immediately preceding sentence, if the Lessee fails to return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) A fully completed Equipment Schedule, executed by Lessee;

(ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit H*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;

(iv) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;

(v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the Real Property on which the Equipment will be located and/or landlord of the Real Property on which the Equipment will be located and amendments and agreements releasing liens and encumbrances, if any, on the Real Property where the Equipment is and will be located;

(ix) Reserved;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles with Lessor's interest noted thereon in accordance with the instructions of Lessor;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that

whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

Section 3.05 Evidence of Filing Form 8038-G. As soon as it is available, with respect to each Lease under this Agreement, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for the applicable Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement or the applicable Lease, it shall not be an Event of Default hereunder or thereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for the applicable Lease with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in

this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or under any Vendor Agreement, or the failure or inability (for whatever reason) of Lessee to receive (or delay in receipt of) all or any portion of any refundable tax credit under Section 6417 of the Internal Revenue Code of 1986, as amended by the Inflation Reduction Act of 2022 (Pub. L. No. 117-169), or any substantially similar provision of federal, state, local or foreign tax law (including regulations or other guidance from any taxing authority).

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includable in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includable in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includable for Federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. (a) If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earliest of (i) the expiration of the applicable Acquisition Period, (ii) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (iii) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates at a price of one hundred (100%) of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) In connection with any partial prepayment of Rental Payments for a Lease, Lessor shall prepare a new Payment Schedule for such Lease and deliver the same to the Lessee, which shall be binding, absent manifest error.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee shall conduct such inspection and testing of the Equipment listed in a Lease as it deems appropriate in order to unconditionally accept such Equipment. When the Equipment listed in a

Lease has been delivered and installed, including any component of the Equipment, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however,* that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. Lessee shall conduct such inspection and testing of the Equipment as it deems appropriate in order to unconditionally accept such Equipment set forth in said Disbursement Request. When the Equipment has been delivered and installed, including any component of the Equipment, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering Disbursement Requests to the Lessor pursuant to the Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E.*

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default and no Event of Non-appropriation exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall

not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, so long as Lessee is not in default under Article XII hereof and an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lessor may reasonably request in order to protect Lessor's first priority security interest in the Collateral. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest

therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account, (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds, and (d) all books and records regarding the foregoing, in each case, now existing or hereafter arising (collectively, the "*Collateral*"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided,* that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase,

operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all sales and other taxes, special assessments, governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term under the affected Lease, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Outstanding Balance of the Equipment or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, and in all events under clauses (a) and (b) above issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in form and substance satisfactory to Lessor, in Lessor's sole discretion. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall

relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(a)(ii) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall

be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its sole discretion. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment in accordance with Section 10.01(a)(ii) hereof.

For purposes of this Article VIII, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing,

functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease and so long as no Event of Non-appropriation has occurred, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment*. Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the *"Prepayment Option Commencement Date"*), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder OR, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest

Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Collateral (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than $100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or

agent acting on behalf of all of the assignees (herein referred to as the *"Lease Servicer"*) to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the related Collateral, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit G* attached hereto, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. **None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account or any of the other Collateral related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "*Event of Default*" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days after the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, liquidation, readjustment, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a "*Defaulted Lease*"):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Leases is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all

of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately above the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties hereto consent and submit to the jurisdiction of the State of Minnesota and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims

that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10 Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF*")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

Section 13.11. Lessee is subject to applicable public records laws as provided by provisions of Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13. The parties must comply with the MGDPA, as it applies to all data provided by Lessee in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by Lessor in accordance with this Agreement. Lessee will respond to public records request without any duty to give Lessor prior notice. In the event Lessor receives a request to release data pursuant to the MGDPA, Lessor shall immediately notify Lessee. Lessee will give Lessor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

By:_____
Name: _____
Title: _____

LESSEE:
Dakota County
1590 Highway 55
Hastings, MN 55033

Attention: Michael Lexvold
michael.lexvold@co.dakota.mn.us
Phone: (651) 438-8189

By: _____
Name: _____
Title: _____

Signature Page of Master Equipment Lease/Purchase Agreement

LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Reserved
Exhibit G	Form of Notice and Acknowledgement of Assignment
Exhibit H	Form of Escrow and Account Control Agreement

EXHIBIT A-1

FORM OF EQUIPMENT SCHEDULE NO. _____ - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Dakota County, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of

the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $_____. It is expected that by **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is $ _____**.]**

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.**]**

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds*; *Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties*. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ___, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule (other than for costs of issuance) shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____have been delivered to Lessor.]

[7][8][9].*Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a)	*Registered Owner:*	Dakota County
(b)	*Lienholder:*	Banc of America Public Capital Corp Bank of America Plaza 600 Peachtree Street NE, 11th Floor Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.]

Dated: _____

LESSOR:	LESSEE:
Banc of America Public Capital Corp 11333 McCormick Road Hunt Valley II M/C MD5-032-07-05 Hunt Valley, MD 21031 Attention: Contract Administration	Dakota County 1590 Highway 55 Hastings, MN 55033 Attention: _____ Email: _____ Phone: _____

By:_____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-2

FORM OF EQUIPMENT SCHEDULE NO. _____ - ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Dakota County, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"). In addition, for this Equipment Schedule, the following term will have the meaning indicated below unless the context clearly requires otherwise:

"Lien" means any lien (statutory or otherwise), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, preference, priority or other security or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction. For this Equipment Schedule, all references to the term "lien" in the Agreement shall mean "Lien" as defined herein.

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as

evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period. 5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $_____. It is expected that by **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before **[**six (6)**] [**twelve (12)**] [**eighteen (18)**]** months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation; Additional Representations Regarding Real Property and Liens*.

(a) Lessee agrees that it shall (i) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (ii) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at least through the Lease Term.

(c)(i) In the event any Lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Lessee's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Lessor's right, title or interest in the Equipment or any of Lessor's rights or remedies under this Agreement with respect to the Equipment (each of the foregoing referred to as a *"Real Property Issue"*), Lessee will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of Lessor and ensure that Lessee and Lessor have adequate access to and use of (including beneficial use and enjoyment of) the Real Property for all purposes of the Equipment contemplated herein and Lessee shall ensure that its fee interest in the Real Property and Lessor's right, title or interest in the Equipment and rights or remedies under this Agreement with respect to the Equipment remain free and clear of Real Property Issues.

(ii) As of the date of execution and delivery of this Equipment Schedule, Lessee has not granted any Lien on the Collateral that would be senior in priority to, or pari passu with, the first priority Lien on the Collateral granted to Lessor under Section 6.02 of the Agreement.

(iii) The street addresses and legal descriptions affixed to the UCC-1 financing statements and fixture filings filed and recorded pursuant to Section 3.04(vi), Section 6.01 and/or Section 6.02 hereof are true, accurate and complete street addresses and legal descriptions of all the properties on which the Equipment is located or to be installed. In the event any street address, legal description, other information, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Lessor's interests in the Equipment or any of the Real Property on which the Equipment is located or to be installed reflects any incorrect or incomplete Real Property legal description, equipment description or other information, Lessee shall take all steps necessary (with the Lessor's prior written approval) to promptly correct any errors or deficiencies with respect to such legal descriptions, street address, other information, UCC-1 financing statements and/or fixture filings and to protect Lessor's interests in the Equipment.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds*; *Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties*. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ___, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

Dated: _____

LESSOR:	LESSEE:
Banc of America Public Capital Corp	Dakota County
11333 McCormick Road	1590 Highway 55
Hunt Valley II	Hastings, MN 55033
M/C MD5-032-07-05	Attention: _____
Hunt Valley, MD 21031	Email: _____
Attention: Contract Administration	Phone: _____
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price *(including prepayment premium, if any)*	Casualty Value *(including casualty premium, if any)*

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is _____% per annum. The Taxable Rate for this Equipment Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is _____.

[SIGNATURE PAGE FOLLOWS.]

LESSOR:	LESSEE:
Banc of America Public Capital Corp	Dakota County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

[Exhibit B signature page]

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

A RESOLUTION OF THE BOARD OF COMMISSIONERS, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Dakota County (the *"Lessee"*), a county duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Minnesota, is authorized by the laws of the State of Minnesota to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Board of Commissioners of the Lessee (the *"Board"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of _____, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the *"Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, and separate Equipment Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Equipment Schedules thereunder and the other documentation relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Commissioners of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee or other members of the Board (the *"Authorized Officials"*) executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute (in writing or electronically), and the _____ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents, if needed. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the Board, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed $_____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [_____] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [_____ percent (___%)] per annum. The Authorized Officials may execute (in writing or electronically) and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to execute (in writing or electronically) and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable

under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the Board shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of Commissioners this _____ day of _____.

Dakota County,
as Lessee

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ of the Lessee identified in the above Resolution No. ___ (the "*Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the Board of Commissioners on _____, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the Board of Commissioners since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

_____
Name:_____
Title: _____

EXHIBIT C-1B

FORM OF AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DAKOTA COUNTY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Dakota County (the *"Lessee"*), a county duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Minnesota, is authorized by the laws of the State of Minnesota to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Board of Commissioners of the Lessee (the *"Board"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed $_____ and consisting of _____, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Schedule (the "*Equipment Schedule*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, which Equipment Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ by and between Lessor and Lessee (the *"Agreement")*; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Equipment Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Commissioners as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Equipment Schedule and the form of Payment Schedule, in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials]] of the Lessee or other members of the Board (the "*Authorized Officials"*) executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to execute (in writing or electronically) and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the Board shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of Commissioners this _____ day of _____.

Dakota County,
as Lessee

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ of the Lessee identified in the above Resolution No. ___ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the Board of Commissioners on _____, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the Board of Commissioners since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

_____
Name:_____
Title: _____

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)

The undersigned, a duly elected or appointed and acting _____ of Dakota County (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Master Equipment Lease/Purchase Agreement dated as of August 11, 2026 (the *"Agreement"*), and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Equipment Schedules"*), each by and between Lessee and Banc of America Public Capital Corp ("Lessor"), [the Escrow and Account Control Agreement dated as of _____ by and among Lessor, Lessee and _____ as Escrow Agent,] all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)

The undersigned, a duly elected or appointed and acting _____ of Dakota County (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Equipment Schedule No. ___ dated as of _____(the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of August 11, 2026 (the *"Agreement"*), each by and between Lessee and Banc of America Public Capital Corp ("Lessor"), [the Escrow and Account Control Agreement dated as of _____ by and among Lessor, Lessee _____ as Escrow Agent,] and all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: County Manager

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, by and between Banc of America Public Capital Corp, as Lessor, and Dakota County, as Lessee

Ladies and Gentlemen:

As legal counsel to Dakota County ("*Lessee*"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026 (the "*Agreement*"), and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor ("*Lessor*"), and Lessee; (b) an executed counterpart of Equipment Schedule No. _____, dated _____, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. _____ together with such incorporated terms and provisions are herein referred to collectively as the "*Equipment Schedule*"), has attached the Payment Schedule with respect thereto (the "*Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the "*Equipment*"); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of _____ (the "*Escrow Agreement*"), by and among Lessor, Lessee and _____, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a county, duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of

Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

6. The portion of Rental Payments designated as interest is excluded from gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of Minnesota personal income taxes; and such interest is not a specific item of tax preference for purposes of the Federal alternative minimum tax.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments, are entitled to rely on this opinion.

Printed Name: _____ Signature: _____
Firm: _____ Dated: _____
Address: _____
Telephone No.: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of August 11, 2026, by and between Banc of America Public Capital Corp, as Lessor, and Dakota County, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. Lessee has conducted such inspection and testing of the Equipment listed in the Equipment Schedule as it deems appropriate, and all of the Equipment has been delivered, installed and is unconditionally accepted for all purposes by Lessee, and title to the Equipment has transferred to Lessee and any security interest of Vendor therein has been released.

2. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

3. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.

4. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

DAKOTA COUNTY

BY: _____
Name: _____
Title: _____

EXHIBIT F

RESERVED

EXHIBIT G

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (*"Assignor"*) hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ (*"Assignee"*) all of Assignor's right, title and interest in, to and under Equipment Schedule No. _____, dated _____ (including the Payment Schedule attached thereto, the *"Equipment Schedule"*), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of August 1, 2026 (the *"Agreement"*), each by and between Assignor and Dakota County (*"Lessee"*), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____, 20__ (the *"Escrow Agreement"*) by and among Lessee, Assignor and _____, as Escrow Agent, together with the Escrow Account and other Collateral (collectively, the *"Assigned Property"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), *"Lease"* means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term *"Lease"* specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	$_____
Total Amount of Rental Payments Remaining	$_____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	$_____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____
_____
_____

ACKNOWLEDGED AND AGREED:

LESSEE: DAKOTA COUNTY
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

EXHIBIT H

ESCROW AND ACCOUNT CONTROL AGREEMENT

Cash Flow

Total Project Cost	3,081,374.00
Capital Contribution	(250,000.00)
Total Financed Amount	2,831,374.00

		5%	0%			0%				
	Year	Energy Savings	O&M Savings	Grants	Total Program Savings	M&V Costs	Total Cost	Available for Debt Service	Debt Service	Total Annual Net Savings
2026-2027	0	Construction Period			-	-	-	-	-	-
2027-2028	1	115,629	-	17,486	133,115	-	-	133,115	133,114.68	-
	2	121,294	-	588,105	709,399	-	-	709,399	709,399.48	-
	3	127,238	-	-	127,238	-	-	127,238	127,237.91	-
	4	133,473	-	-	133,473	-	-	133,473	133,472.57	-
	5	140,013	-	-	140,013	-	-	140,013	140,012.72	-
	6	146,873	-	-	146,873	-	-	146,873	146,873.35	-
	7	154,070	-	-	154,070	-	-	154,070	154,070.14	-
	8	161,620	-	-	161,620	-	-	161,620	161,619.58	-
	9	169,539	-	-	169,539	-	-	169,539	169,538.94	-
	10	177,846	-	-	177,846	-	-	177,846	177,846.35	-
	11	186,561	-	-	186,561	-	-	186,561	186,560.82	-
	12	195,702	-	-	195,702	-	-	195,702	195,702.30	-
	13	205,292	-	-	205,292	-	-	205,292	205,291.71	-
	14	215,351	-	-	215,351	-	-	215,351	215,351.00	-
	15	225,903	-	-	225,903	-	-	225,903	225,903.20	-
	16	236,972	-	-	236,972	-	-	236,972	236,972.46	-
	17	248,584	-	-	248,584	-	-	248,584	248,584.11	-
	18	260,765	-	-	260,765	-	-	260,765	260,764.73	-
	19	273,542	-	-	273,542	-	-	273,542	273,542.20	-
	20	286,946	-	-	286,946	-	-	286,946	146,212.57	140,733.20
		3,783,213	-		4,388,804	-	-	4,388,804	4,248,071	140,733

Dakota County
Summary of Financing RFP Responses
July 2, 2026

Lender	Amount Financed	Interest Rate	Prepayment	Amortization/Payment Schedule	Expiration of offer
Bank of America	$3,081,374	Opt 1: 4.383% Opt 2: 4.513%	Opt 1: 102% of outstanding balance Opt 2: One-time partial prepayment for capital, rebate, and ITC permitted within 3 years lease commencement. 102% of outstanding balance applies otherwise.	20 years of semiannual payments. Lender proposed two options for payments related to prepayment of ITC/grant. Indicates flexibility.	Acceptance by 7/10/2026 to hold rates indicated
Capital One Public Finance	$3,081,374	5.04% reflecting current market conditions and credit assumptions. If engaged with COPF, rate can be locked through closing date.	Not prepayable in whole for 3 years; years 3-10: 102% years 11-15: 101.5% years 16+:101% Loan prepayable in part and w/o penalty for amount no more than $960K within 3 years of closing. Loan will re-amortize.	40 semiannual payments beginning February 13, 2027. Maturity August 13 2046. Payments reflect receipt of ITC and capital + rebate payment in years 1 – 2.	Acceptance by 7/9/2026 or if closing does not occur before 8/13/2026
Huntington Bank	$2,831,374	4.92% Rate lock expires 8/30/2026.	On or before 9/1/2033: 102% of outstanding balance On or after 3/1/2034: 101% of outstanding balance On or after 3/1/2041: 100% of outstanding balance +accrued interest for all scenarios	40 semiannual payments beginning March 1, 2027. Maturity Sept. 2046 Payments reflect receipt of ITC and capital + rebate payment in years 1 – 2. However, loan amount is already reduced by $250K capital contribution.	Acceptance by 7/8/2026 or if closing does not occur before 9/2/2026
Saulsbury Hill Financial	$3,081,374	4.598% Rate subject to change if lease	Proposal is silent	Semiannual payments beginning January 15, 2027, assuming $250K	Acceptance of proposal 10 days by 7/9/2026 or

Dakota County
Summary of Financing RFP Responses
July 2, 2026

Lender	Amount Financed	Interest Rate	Prepayment	Amortization/Payment Schedule	Expiration of offer
		not closed by 7/27/2026		capital contribution. Maturity July 2045. Payments reflect receipt of ITC and capital + rebate payment in years 1 – 2.	if closing does not occur by 7/27/2026
TD Bank					

All proposals are subject to final credit approval, including review of 3 years of audited financial statements, plus 2026 YTD

Other consistent provisions:

- Insurance
- Tax opinion letter from bond counsel
- Proceeds to be placed in escrow and disbursed over construction period
- Dakota County is responsible for all closing costs

This summary is provided to Dakota County, MN as a service to the County. It is not intended as financial advice and should not be construed as such. Please consult your legal, tax, financial counsel prior to making any decision.

Board of Commissioners

Request for Board Action

Item Number: DC-5870 **Agenda #:** 15.1 **Meeting Date:** 8/4/2026

Information

See Attachment for future Board meetings and other activities.

Board of Commissioners

Request for Board Action

Item Number: DC-5871 **Agenda #:** 16.1 **Meeting Date:** 8/4/2026

Adjournment