



Dakota County

Board of Commissioners

Agenda

Tuesday, May 20, 2025

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

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 *Public Services and Revenue Administration* - Public Hearing To Receive Comments On Proposed Ordinance Regulating Registration And Sale Of Cannabis Products In Dakota County, Adopt Ordinance, And Amend 2025 Fee Schedule

CONSENT AGENDA

6. **County Administration - Approval of Minutes**

- 6.1 Approval of Minutes of Meeting Held on May 6, 2025

7. **Items Recommended by Board Committee***

- 7.1 *Public Health* - Proclamation Of May As Mental Health Month
 - 7.2 *Parks* - Authorization To Amend Contract With HKGi For Miesville Ravine Park Reserve Site Improvement

8. Central Operations

- 8.1** *Finance* - Report On Invoices Paid In April 2025
- 8.2** *Information Technology* - Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With City Of Rosemount
- 8.3** *Information Technology* - Authorization To Execute Contract With Granicus, Inc. For High-Definition Encoder And Closed Captioning

9. County Board/County Administration

- 9.1** *County Board* - 2025 Appointments To Minnesota Valley Transit Authority Board And Technical Work Group

10. Community Services

- 10.1** *Public Health* - Proclamation Of Emergency Medical Services Week In Dakota County May 19-25, 2025
- 10.2** *Veterans Services* - Annual Appropriation To Dakota County Veterans Service Organizations In Support Of 2025 Memorial Day Events, Activities, Or To Purchase Items To Support Memorial Day
- 10.3** *Social Services-Children and Family Services* - Authorization To Execute Joint Powers Agreement With School Districts For Interagency Early Intervention Services
- 10.4** *Social Services-Children and Family Services* - Authorization To Execute Joint Powers Agreement with Intermediate School District 917 For Community Transition Interagency Committee Coordination And Facilitation Services For Youth With Disabilities Transitioning Into Adulthood

11. Physical Development

- 11.1** *Physical Development Administration* - Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development
- 11.2** *Facilities Management* - Authorization To Execute Fourth Contract Amendment With Ebert, Inc. dba Ebert Companies For Law Enforcement Center Integrative Health Unit Addition
- 11.3** *Facilities Management* - Authorization To Execute Contract With UHL Company, Inc. For Western Service Center Chiller Replacement Project

- 11.4 *Transportation* - Authorization To Execute Amendment To Contract With SRF Consulting Group, Inc., For 117th Street (New County Road 32) In Inver Grove Heights, County Project 32-65
- 11.5 *Transportation* - Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Services For Reconstruction Of County State Aid Highway 9 (Dodd Boulevard) And Portion Of 179th Street In City Of Lakeville, County Project 09-56
- 11.6 *Transportation* - Approval Of Final Plats Recommended By Plat Commission
- 11.7 *Transportation* - Authorization To Initiate Quick-Take Condemnation For County State Aid Highway 91 In Miesville And Douglas Township, County Project 91-030
- 11.8 *Parks* - Authorization To Execute Third Contract Amendment With Short Elliott Hendrickson Inc. For River To River Greenway From Marie Ave. To Dodd Rd. For Final Design And Construction Services And Amend 2025 Parks Capital Improvement Program Budget
- 11.9 *Parks* - Authorization To Execute Second Contract Amendment With Sambatek LLC, For Construction Administration For Mississippi River Greenway Rosemount East In City Of Rosemount, County Project P00109
- 11.10 *Parks* - Approval Of Amendment Of Resolution No. 24-594 To Revise Right Of Way Acquisition For Trail Easement For Veterans Memorial Greenway In City Of Eagan, County Project P00147

12. Public Services and Revenue

- 12.1 *Assessing Services* - Approval of Chair to Special County Board of Appeal and Equalization
- 12.2 *Public Services and Revenue Administration* - Approval Of Application For Exempt Permit For Folds Of Honor Minnesota Foundation LLC To Hold Raffle

REGULAR AGENDA

13. Closed Executive Session

- 13.1 *Parks* - Closed Executive Session: To Discuss Negotiation Strategy For Acquisition Of Trail Easements For County Project P00147, Veterans Memorial Greenway

14. Interagency Reports/Commissioner Updates

Association of Minnesota Counties (AMC)
Metropolitan Emergency Services Board
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

15. County Manager's Report**16. Information****16.1 Information**

See Attachment for future Board meetings and other activities.

17. Adjournment**17.1 Adjournment**

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417

Dakota County Board meeting agendas are available online at

<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

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



Board of Commissioners

Request for Board Action

Item Number: DC-4561	Agenda #: 4.1	Meeting Date: 5/20/2025
-----------------------------	----------------------	--------------------------------

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-4500

Agenda #: 5.1

Meeting Date: 5/20/2025

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Regular Action

TITLE

Public Hearing To Receive Comments On Proposed Ordinance Regulating Registration And Sale Of Cannabis Products In Dakota County, Adopt Ordinance, And Amend 2025 Fee Schedule

PURPOSE/ACTION REQUESTED

Conduct a public hearing to receive comments on proposed ordinance regulating the registration and sale of cannabis products in Dakota County, adopt the ordinance, and amend the 2025 fee schedule.

SUMMARY

In 2023, the State passed Minn. Stat. § 342, legalizing the sale of adult-use cannabis products and lower-potency hemp edibles. This law provides a regulatory framework for the cannabis industry, including licensing, regulations, and requirements for retail establishments to register with a local government entity. The statute authorized local jurisdictions to regulate businesses operating within their jurisdiction. Local jurisdictions may consent to Dakota County administering retail registration. By Minnesota statute, the local retail registration is granted to the city or organized township where the retail establishment is located. All large cities in the county have adopted cannabis retail regulations. Some small cities or townships may choose to consent and grant this authority to Dakota County.

Staff from Public Services and Revenue Division Administration, County Attorney's Office, Sheriff's Office, and Public Health have worked together to draft this ordinance in order to ensure its compliance with Minnesota State Statutes and in the interest of public health and safety. The County Board may adopt reasonable restrictions of the time, place and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses. The County Board may also implement retail location registration and annual compliance checks of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

Staff presented to the General Governance and Policy Committee of the Whole on March 11, 2025, seeking policy direction from the County Board for retail registration responsibilities including:

- The decision to regulate lower-potency hemp edibles,
- Options to limit the number of adult-use cannabis retail registrations in the townships,
- Placement of reasonable time, place, and manner restrictions on retail sales,
- Licensing of temporary cannabis events,
- Establishment of fee structures and penalties for non-compliance, and

- The retail registration process.

A draft ordinance was presented to the General Governance and Policy Committee of the Whole on April 8, 2025. Staff have incorporated policy direction into the proposed ordinance. By Resolution No. 25-215 (April 22, 2025), the County Board of Commissioners scheduled the public hearing and directed the publication of the intent to adopt a cannabis ordinance. During the public review period, dialog with a local business representative brought to light a necessary amendment to the draft ordinance removing the restriction during stated holidays that proposed to align with Ordinance No. 101 Regulating the Licensing and Sale of Intoxicating Liquor. The amendment reflects the limitations under State laws for imposing a time restriction for cannabis and low-potency hemp sales during public holidays. Another necessary amendment to provide for a swift response to any immediate threat to the health or safety of the public as provided in statute, is to delegate the authority to suspend a retail registration to the Director of Public Services and Revenue Division.

Those changes have been highlighted with strike-through text in the draft, Section 10. Hours and Days of Sale, Section 15. Suspension of Registration, and staff are seeking County Board approval and adoption (Attachment: Proposed Ordinance for Cannabis Registration and Sales).

Adoption of the Ordinance Regulating the Registration and Sale of Cannabis Products also requires amending the 2025 Fee Schedule to include the following fees:

<u>Fee</u>	<u>Initial</u>	<u>Renewal</u>
Cannabis Retailer	\$ 500	\$1,000
Lower-Potency Hemp Retailer	\$ 125	\$ 125
Medical Combination Retailer	\$ 500	\$1,000
Mezzobusiness Retailer	\$ 500	\$1,000
Microbusiness Retailer	\$ 0	\$1,000
Temporary Cannabis Event License	\$ 150	

In order to adopt the Cannabis Ordinance and amend the 2025 Fee Schedule, it is necessary for the County Board to hold a public hearing on the matter and to publish notice of its intent to adopt the Ordinance at least ten (10) days before the hearing at which the County Board will consider adopting the Ordinance and amending the 2025 Fee Schedule. The Notice of Public Hearing was published in the County's Official Newspaper on May 8 and 15, 2025, and was posted to the Dakota County website.

RECOMMENDATION

Staff recommends adoption of the proposed Ordinance Regulating the Registration and Sale of Cannabis Products and amending the 2025 Fee Schedule.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed Ordinance Regulating the Registration and Sale of Cannabis Products includes amending the 2025 Fee Schedule to include annual retail registrations fees for cannabis and lower-potency hemp retail businesses and license fees for temporary cannabis events. The number of expected cannabis retail registrations is expected to be minimal and have a negligible effect on the budget.

☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, the purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the retail registration and sale of cannabis and lower-potency hemp products, and to protect the public health, safety, and welfare of Dakota County residents by regulating retail cannabis and hemp businesses within the legal boundaries of Dakota County where the city or township consents to Dakota County administering registration of retail cannabis businesses and lower-potency hemp businesses from Dakota County; and

WHEREAS, pursuant to the authority vested in it by Minn. Stat. § 342.13 to adopt reasonable restrictions of the operation of a cannabis business in any political subdivision located in Dakota County that has consented to Dakota County to regulate the registration and sale of cannabis products; and

WHEREAS, pursuant to the authority vested in it by Minn. Stat. § 342.22 to issue local registrations to retailers for the sale of cannabis and lower-potency hemp products in any political subdivision located in Dakota County that has consented to Dakota County to regulate the registration and sale of cannabis products and lower-potency hemp products; and

WHEREAS, by Resolution No. 25-215 (April 22, 2025), the County Board of Commissioners scheduled the public hearing and directed the publication of the intent to adopt a cannabis ordinance; and

WHEREAS, the Notice of Public Hearing was published in the County's Official Newspaper on May 8 and 15, 2025, and was posted to the Dakota County website; and

WHEREAS, dialog with a local business representative brought to light a necessary amendment to the draft ordinance removing the restriction during stated holidays that proposed to align with Ordinance No. 101 Regulating the Licensing and Sale of Intoxicating Liquor; and

WHEREAS, the amendment to the published ordinance reflects the limitations under State laws for imposing a time restriction for cannabis and low-potency hemp sales during public holidays; and

WHEREAS, to provide for a swift response to any immediate threat to the health or safety of the public as provided in statute, it is necessary to delegate the authority to suspend a retail registration to the Director of Public Services and Revenue Division; and

WHEREAS, staff from the Sheriff's Office, Public Health, and Public Services and Revenue Division recommend that the amended cannabis ordinance is adopted; and

WHEREAS, the 2025 Fee Schedule must be amended to include fees associated under this ordinance for retail registration of cannabis retailers, temporary cannabis event licenses, and penalties for violations of the ordinance; and

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public of the proposed ordinance Regulating the Registration and Sale of Cannabis Products in

Dakota County; and

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public of the amendment to the 2025 fee schedule in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners held a public hearing at 9:00 a.m. on May 20, 2025, in the Boardroom of the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota for the purpose of receiving comments on the proposed Cannabis Ordinance and amendment to the 2025 Fee Schedule in Dakota County; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby adopts the Cannabis Ordinance, Regulating the Registration and Sale of Cannabis Products as presented on May 20, 2025; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners sets the registration fee for a Cannabis Retailer at \$500 for the initial registration, and \$1,000 for the second and each subsequent registration renewal; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners sets the registration fee for a Lower-Potency Hemp Retailer at \$125 for the initial registration, and \$125 for the second and each subsequent registration renewal; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners sets the registration fee for a Medical Combination Retailer at \$500 for the initial registration, and \$1,000 for the second and each subsequent registration renewal; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners sets the registration fee for a Mezzobusiness Retailer at \$500 for the initial registration, and \$1,000 for the second and each subsequent registration renewal; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners sets the registration fee for a Microbusiness Retailer at \$0 for the initial registration, and \$1,000 for the second and each subsequent registration renewal; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners sets the registration fee for a Temporary Cannabis Event License at \$150 for a 1-2 day event; and

BE IT FURTHER RESOLVED, That staff shall publish, distribute, and file the amended ordinance pursuant to Minn. Stat. § 375.51.

PREVIOUS BOARD ACTION

25-215; 4/22/25

ATTACHMENTS

Attachment: Proposed Ordinance for Cannabis Registration and Sales

Attachment: Presentation Slides

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Ordinance Number XXX

Regulating the Registration and Sale
of Cannabis Products

Draft for consideration by the Board of Commissioners on 5/20/2025

Table of Contents

Ordinance Number XXX Regulating the Retail Registration and Sale of Cannabis Products	3
Section 1. Purpose	3
Section 2. Provisions of State Law Adopted	3
Section 3. Severability	3
Section 4. Scope	3
Section 5. Definitions	4
Section 6. Registration of Cannabis or Hemp Business for Consenting Cities or Townships.....	5
Section 7. Lower-Potency Hemp Edible Retailers.....	6
Section 8. Limiting of Cannabis Retail Registrations.....	6
Section 9. Location	6
Section 10. Hours and Days of Sale.....	7
Section 11. Liability Insurance	8 7
Section 12. Delinquent Taxes, Assessments	8
Section 13. Registration Application Procedure	9 8
Section 14. Registration Renewals.....	10
Section 15. Suspension of Registration.....	10
Section 16. Fees	11
Section 17. Licensee Responsibility and License Restrictions.....	11
Section 18. Temporary Cannabis Events.....	12
Section 19. Compliance Checks and Inspections	15
Section 20. Operation without a Registration	15

Ordinance Number XXX

Regulating the Retail Registration and Sale of Cannabis Products

The County Board of Dakota County Ordains:

Section 1. Purpose

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the retail registration and sale of cannabis and hemp products, and to protect the public health, safety, and welfare of Dakota County residents by regulating retail cannabis and hemp businesses within the legal boundaries of Dakota County where the city or township consents to Dakota County administering registration of retail cannabis businesses and lower-potency hemp businesses from Dakota County.

The Dakota County Board of Commissioners finds and concludes that the provisions in this ordinance are appropriate and lawful, that the ordinance will promote the community's interest, and that the provisions are in the public interest and for the public good.

Section 2. Provisions of State Law Adopted

Dakota County has the authority to adopt this ordinance pursuant to:

- (a) Minn. Stat. § 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- (b) Minn. Stat. § 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- (c) Minn. Stat. § 152.0263, subd. 5, regarding the use of cannabis in public places.
- (d) Minn. Stat. §§ 375.51 and 394.24 regarding the authority of a county board to adopt zoning ordinances.

Section 3. Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Scope

Dakota County, with assistance from consenting local jurisdictions, is responsible for the administration and enforcement of this ordinance. Except for Section 18 governing Temporary Cannabis Events in the

unincorporated areas of Dakota County, this ordinance applies only to those cities or townships within Dakota County which have provided consent to the county to issue registrations pursuant to Minn. Stat. § 342.22, subd. 1. Cities or townships must provide specific consent to Dakota County in the form of a resolution and provide a copy of the adopted resolution to the county before the county will act on their behalf under this ordinance. Dakota County will review and issue registrations as required by Minn. Stat. § 342.22 for consenting jurisdictions; however, each jurisdiction shall retain responsibility for any license certifications required under Minn. Stat. § 342.13(f).

Section 5. Definitions

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. § 342.01 and the rules promulgated by the Office of Cannabis Management pursuant to any of these acts, shall have the same meanings in this ordinance.

Subdivision 1. “Cannabis Retail Businesses” is a retail location and the retail location(s) of a cannabis mezzobusinesses with a retail operations endorsement, cannabis microbusinesses with a retail operations endorsement, medical cannabis combination businesses operating a retail location, and cannabis retailer as those terms are identified in Minn. Stat. § 342.01, subd. 14.

Subdivision 2. “Cannabis Retailer” is any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

Subdivision 3. “County Property” is any real property owned in fee or leased by Dakota County, excluding land owned for purposes of Dakota County public right of way.

Subdivision 4. “Daycare” is a location licensed as a daycare provider, or registered as a legal non-licensed daycare, with the Minnesota Department of Human Services to provide the care of a child or children in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

Subdivision 5. “Hemp business” and “Lower-potency Hemp Retail Business” is any person, partnership, firm, corporation, or association, foreign or domestic, selling lower-potency hemp edible product to a consumer and not for the purpose of resale in any form.

Subdivision 6. “Lower-potency Hemp Edible” is as defined under Minn. Stat. § 342.01, subd. 50.

Subdivision 7. “Office of Cannabis Management” is Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.

Subdivision 8. “Place of Public Accommodation” is a business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

Subdivision 9. “Preliminary License Approval” is OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. § 342.17.

Subdivision 10. “Public Place” is a public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor

establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

Subdivision 11. “Residential Treatment Facility” is as defined under Minn. Stat. § 245.462, subd. 23.

Subdivision 12. “Retail Registration” is an approved registration issued by the city or township of jurisdiction, or by Dakota County for a city or township that consented to Dakota County issuing registrations to a state-licensed cannabis retail business.

Subdivision 13. “School” is a public school as defined under Minn. Stat. § 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. § 120A.24. “School” also includes community colleges and vocational technical colleges.

Subdivision 14. “State License” is an approved license issued by the State of Minnesota’s Office of Cannabis Management to a cannabis retail business.

Subdivision 15. “Youth-Oriented Facility” includes, but is not limited to, childcare providers and facilities, schools, playgrounds, recreation centers, parks, or other facilities with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21.

Section 6. Registration of Cannabis or Hemp Business for Consenting Cities or Townships

Subdivision 1. No individual or entity may operate a state-licensed cannabis or hemp retail business within Dakota County without first completing all State requirements as directed by OCM and gaining a Preliminary License Approval from OCM. Once approved by OCM, each entity shall register with Dakota County where that cannabis or hemp retail business is located within Dakota County as well as notify any city or township within the boundaries of Dakota County that has consented to Dakota County issuing Retail Registrations.

Subdivision 2. Nothing herein relieves a local city or township consenting to Dakota County issuing cannabis or hemp retail registrations from its obligations under Minn. Stat. 342.13 (f) to certify whether a proposed cannabis or hemp business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code, within 30 days of receiving a copy of a Preliminary License Approval from OCM. Each local jurisdiction shall certify to OCM on a form provided by OCM whether a proposed cannabis or hemp retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code. If the local jurisdiction fails to respond to OCM within the required 30 days, Dakota County is not responsible for any resulting licenses issued by OCM in violation of any local ordinance or restriction pursuant to Minn. Stat. § 342.13.

Subdivision 3. Where a local city or township consents to Dakota County issuing cannabis or hemp retail registrations, the local jurisdiction shall, within 14 days of a request from Dakota County related to a retail registration application, conduct a preliminary compliance check to review compliance with its local ordinances, including any issues related to zoning, building, or fire code compliance and provide Dakota County with written certification of the preliminary compliance check results. If the local jurisdiction fails

to assist or cooperate with Dakota County, Dakota County is not responsible for any resulting registration issued by Dakota County in violation of any local ordinance or restriction pursuant to Minn. Stat. § 342.13.

Section 7. Lower-Potency Hemp Edible Retailers

Subdivision 1. Retail Registration

No individual or entity may sell lower-potency hemp edibles within Dakota County without obtaining a license from OCM and registering with Dakota County.

Subdivision 2. Hours and Days of Sales

Sale of lower-potency hemp edibles are restricted to the hours and days outlined in Section 10 of this ordinance.

Subdivision 3. Age Requirements

Lower-Potency Hemp Edibles may only be sold in establishments to persons 21 years of age or older.

Subdivision 4. Storage of Product

- (a) Lower-Potency Hemp Edibles shall be stored behind a counter or in a locked case.
- (b) The sale of Lower-Potency Hemp Edibles which are beverages is permitted at a location that is currently holding an on- or off-sale intoxicating liquor license during the business hours outlined in the intoxicating liquor ordinance and shall be served in a manner similar to alcoholic beverages.

Section 8. Limiting of Cannabis Retail Registrations

Subdivision 1. Limit on Cannabis Retail Registrations Under Dakota County Jurisdiction.

Within the jurisdictions consenting to Dakota County issuing Retail Registrations, the number of cannabis retail businesses is limited to no more than one registration for every 12,500 residents within any area in which local cities or townships have consented to Dakota County issuing Retail Registrations. In calculating this limit, Dakota County will base any limit on the total population of only those areas where Dakota County exercises jurisdiction over cannabis retail business registrations.

Subdivision 2. Maximum Limit on Cannabis Retail Registrations.

Notwithstanding subdivision 1 of this Section, Dakota County will not issue any cannabis retail business registrations if within the boundaries of Dakota County there is at least one cannabis retail business for every 12,500 residents, based on the most current population estimates provided by the State Demographers Office.

Section 9. Location

Subdivision 1. In the absence of a local city or township ordinance placing reasonable restrictions on the location of a retail cannabis business, the following limits on the operation of a cannabis business apply:

- (a) No cannabis business shall be registered if located within 1,000 feet from the boundaries of an existing school;
- (b) No cannabis business shall be registered if located within 500 feet from the boundaries of an existing licensed or legal non-licensed day care provider,
- (a) No cannabis business shall be registered if located within 500 feet from the boundaries of an existing residential treatment facility,
- (c) No cannabis business shall be registered if located within 500 feet from the boundaries of an existing public park, including a playground or athletic field, athletic recreation center, or Youth-Oriented Facility.
- (d) No cannabis business shall be registered if located within 1,000 feet from the boundaries of an existing cannabis retail business.

Pursuant to Minn. Stat. 462.367, subd. 14, nothing in Section 10.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school, daycare, residential treatment facility, attraction within a public park that moves within the minimum buffer zone.

Subdivision 2. A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 15 if it seeks to move to a new location still within the legal boundaries of Dakota County.

Subdivision 3. Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by the local jurisdiction's sign ordinances.

Section 10. Hours and Days of Sale

Except for lower-potency hemp edibles which are beverages which sale hours are set in Section 7(4)(b) of this ordinance, retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products is limited to between the hours of 8:00 a.m. and 10:00 p.m. Monday through Saturday, and 10:00 a.m. and 9:00 p.m. on Sunday.

No retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products may be made:

- (a) Before 8:00 a.m. or after 10:00 p.m. Monday through Saturday;
- (b) Before 10:00 a.m. or after 9:00 p.m. on Sunday;
- ~~(c) On Thanksgiving Day;~~
- ~~(d) After 9:00 p.m. on Christmas Eve, December 24;~~
- ~~(e) On Christmas Day, December 25;~~
- ~~(f)(c)~~ _____ Or otherwise as prohibited by law.

Section 11. Liability Insurance

Subdivision 1. Insurance Required

- (a) No retail registration may be issued, maintained, or renewed unless the applicant demonstrates proof of financial responsibility with regard to liability imposed by Minn. Stat. § 342.81.
- (b) At a minimum, the applicant must show one of the following:
 - i. A certificate that there is in effect for the license period an insurance policy or pool providing at least the following:
 - a. Two Hundred Fifty Thousand and no/100ths Dollars (\$250,000.00) of coverage because of bodily injury to any one person in any one occurrence;
 - b. Five Hundred Thousand and no/100ths Dollars (\$500,000.00), because of bodily injury to two or more persons in any one occurrence;
 - c. Fifty Thousand and no/100ths Dollars (\$50,000.00), because of injury to or destruction of property of others in any one occurrence;
 - d. Two Hundred Fifty Thousand and no/100ths Dollars (\$250,000.00), for loss of means of support of any one person in any one occurrence;
 - e. Five Hundred Thousand and no/100ths Dollars (\$500,000.00) for loss of means of support of two or more persons in any one occurrence;
 - f. Two Hundred Fifty Thousand and no/100ths Dollars (\$250,000.00) for other pecuniary loss of any one person in any one occurrence, and;
 - g. Five Hundred Thousand and no/100ths Dollars (\$500,000.00) for other pecuniary loss of two or more persons in any one occurrence.
 - h. An annual aggregate policy limit for general liability of not less than One Million and no/100ths Dollars (\$1,000,000.00) per policy year may be included in the policy provisions;
 - ii. A bond of a surety company with minimum coverages as provided in subdivision 1(b) of this Section;
 - iii. This subdivision does not prohibit an insurer from providing the coverage required by this subdivision in combination with other insurance coverage.

Section 12. Delinquent Taxes, Assessments

No license shall be granted or renewed, for operation on any premises, on which taxes, assessments, or other financial claims of the County or of local cities or townships are delinquent and unpaid.

Section 13. Registration Application Procedure

Subdivision 1. A person or entity seeking registration under this ordinance must submit a written application and the non-refundable application fee to the Dakota County Public Services and Revenue Department on forms approved by Dakota County Public Services and Revenue Department. For purposes of priority of competing applications, the first complete application submitted to Dakota County shall have priority over any incomplete application or any complete application later received by Dakota County.

Subdivision 2. The application form shall include, but is not limited to:

- (a) Full name, address, email address, and telephone number of the applicant;
- (b) Exact location of the place in which the applicant proposes to carry on the business which a retail registration is sought and the full name of the property owner;
- (c) If applicable, the dates and locations the applicant has previously been engaged in the business of selling or manufacturing cannabis products in Dakota County;
- (d) Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. § 342.13; and
- (e) Signature by the applicant in person or by an officer of the corporation seeking said license.

Subdivision 3. The applicant shall include with the form:

- (a) The non-refundable registration fee as required in Section 16;
- (b) A copy of a valid state license or written notice of OCM preliminary license approval; and
- (c) Certificate of Insurance.

Subdivision 4. Upon receipt by the Dakota County Public Services and Revenue, the application and the name of the applicant shall be placed on file. Once the application is considered complete, the Dakota County Public Services and Revenue shall inform the applicant and process the registration fees.

Subdivision 5. Prior to issuance of a cannabis retail business registration, Local jurisdictions shall provide proof of their own preliminary compliance check as required under Section 6 of this ordinance.

Subdivision 6. A state-licensed cannabis retail business registration application that adheres to the requirements of Minn. Stat. § 342.22 and meets the requirements of this ordinance will be approved by the Dakota County Board of Commissioners and the applicant notified. Approved registrations shall be valid for one year and must be renewed annually by the registrant in accordance with this ordinance.

Subdivision 7. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 8 or if the applicant is unable to adhere to the requirements of Minn. Stat. § 342.22 or meet the requirements of this ordinance. If an application is denied for exceeding the maximum number of registered cannabis retail businesses, any fees required under this ordinance will not be processed or will be refunded by Dakota County.

Subdivision 8. Registrations issued to corporations shall be valid only so long as there is no change in the officers, charter, articles, bylaws or ownership of the corporation unless such change is approved by Dakota County, in which event said registration shall continue in force until the end of the then-current term. Registrations issued to associations or partnerships shall be valid only so long as there is no change in the partnership or association agreement or the ownership of said association or partnership unless such change is approved by Dakota County, in which event said registrations shall continue in force until the end of the then-current registration term. Corporations, partnerships, or associations holding registrations under this ordinance shall submit written notice to the Dakota County Public Service and Revenue Department of any such changes described herein on or before thirty (30) days prior to the effective date of any such change. In the case of a corporation, the registrant shall notify the Dakota County Public Service and Revenue when a person not listed in the applications acquires an interest which, together with that of a spouse, parent, brother, sister, or child, exceeds five percent (5%) and shall give all information about said person as is required of a person pursuant to the provision of this ordinance.

Section 14. Registration Renewals

Subdivision 1. A retail registration shall expire one year after issuance if not timely renewed by the registrant as follows:

- (a) The cannabis or hemp retail business shall renew its cannabis or hemp retail business' license with the OCM;
- (b) A cannabis or hemp retail business shall apply to renew its retail registration on a form established by Dakota County at least 60 days prior to the date of expiration of its retail registration; and
- (c) Upon the second renewal and each renewal thereafter, a cannabis or hemp retail business shall pay a renewal fee for the retail registration established in Dakota County's fee schedule.

Subdivision 2. The application for renewal of a retail registration shall include, but is not limited to:

- (a) Items required under this section;
- (b) Copy of a valid State License; and
- (c) Certificate of Insurance in effect for the renewal license period.

Subdivision 3. A cannabis retail business registration renewal application that adheres to the requirements of Minn. Stat. § 342.22 and meets the requirements of this ordinance will be approved.

Subdivision 4. A cannabis retail business renewal application shall not be approved if the applicant is unable to adhere to the requirements of Minn. Stat. § 342.22 or fails to meet the requirements of this ordinance.

Section 15. Suspension of Registration

Subdivision 1. The Dakota County Director of Public Services and Revenue Division may suspend a cannabis or hemp retail business's registration if it determines the registrant is not operating in compliance with this ordinance or that the operation of the business poses an immediate threat to the

health or safety of the public. The ~~Dakota County~~Director shall immediately notify the registrant in writing the grounds for the suspension.

Subdivision 2. Dakota County Public Services and Revenue Division shall immediately notify the OCM in writing of the grounds for the suspension. OCM will provide Dakota County and the cannabis or hemp retail business a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

Subdivision 3. The suspension of a cannabis or hemp retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period or revokes the license. The business may not make sales to customers or patients if their registration is suspended.

- (a) The Dakota County Public Services and Revenue Division may reinstate a registration if it determines that the violations have been cured.
- (b) The Dakota County Public Services and Revenue Division shall reinstate a registration if OCM orders the reinstatement of the registration.

Subdivision 4. Any suspension of a retail registration is subject to review and reinstatement by the OCM pursuant to Minn. Stat. 342.22, Subd. 5.

Section 16. Fees

Fees will be assessed in accordance with the schedule approved by the County Board.

- (a) Dakota County shall not charge an application fee.
- (b) An applicant shall pay a non-refundable registration fee, as established in Dakota County's fee schedule, based on type of retail cannabis or retail hemp license identified in the application.
- (b) An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. § 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.
- (c) Any renewal retail registration fee imposed by Dakota County shall be charged at the time of the second renewal and each subsequent renewal thereafter.
- (d) A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. § 342.11, whichever is less.

A medical combination business operating an adult-use retail location will only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

Section 17. Licensee Responsibility and License Restrictions

Subdivision 1. The act of any employee of the licensed premises authorized to sell cannabis or hemp products shall be deemed the act of the licensee as well, and the licensee shall be liable for all penalties provided by the ordinance equally with the employee.

Subdivision 2. A cannabis retail registration issued under this ordinance shall not be transferred. A transferred retail registration shall be void upon transfer.

Subdivision 3. The retail registration to sell cannabis or hemp products is only effective for the compact and contiguous space specified in the approved license application.

Subdivision 4. The retail registration shall be posted in a conspicuous place in the registered establishment at all times.

Subdivision 5. The registrant shall comply with all statutory requirements for retail cannabis or retail hemp sales, including but not limited to all restriction on sales to minors.

Section 18. Temporary Cannabis Events

A license is required and shall be issued and approved by the County Board prior to holding a Temporary Cannabis Event. This section applies to all unincorporated areas within Dakota County, and does not apply to cities within Dakota County, even if a city consents to Dakota County jurisdiction to regulate cannabis retail businesses.

Subdivision 1. The Temporary Cannabis Event shall meet the following standards:

Temporary cannabis events shall:

- (a) Not be held on Dakota County property or within 1,000 feet from the boundaries of County property.
- (b) Obtain written consent of the property owner.
- (c) Obtain approval of the local jurisdiction or town.
- (d) Not allow on-site consumption of cannabis products or lower-potency hemp edibles.
- (e) Only allow attendance of adults aged twenty-one (21) or older.
- (f) Only be held between the hours of 9:00 a.m. and 9:00 p.m. on Sunday through Thursday, and between the hours of 9:00 a.m. and 10:00 p.m. on Friday and Saturday.
- (g) Last no more than two days.
- (h) Obtain commercial general liability insurance covering all injuries or damage caused by or as a result of the event in the sum of \$1,000,000 per occurrence for bodily injury or death or property damage naming Dakota County as an additional insured. Proof of such coverage must be submitted to Public Services and Revenue to obtain the license.
- (i) If over 300 attendees, a separate Assemblage of Large Numbers of People license will be required by the County, or by local jurisdiction if required in their ordinances.
- (j) Comply with all of the written plan requirements identified in Subdivision 3.

A request for a Temporary Cannabis Event that meets the requirements of this Section will be approved. A request for a Temporary Cannabis Event that does not meet the requirements of this Section will be denied. Dakota County will notify the applicant of the standards not met and basis for denial.

Subdivision 2. Fees

A registration fee, as established in Dakota County's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

Subdivision 3. Application Procedure

Dakota County shall require an application for Temporary Cannabis Events.

(a) An applicant for a retail registration shall fill out an application form, as provided by Dakota County. The form will include, but is not limited to:

- i. Full name of the applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. Full name of the property owner;
- iv. Address and legal description of the property where the event will be held;
- v. Description of the event;
- vi. The dates and hours of the event;
- vii. The maximum number of anticipated attendees;
- viii. The maximum number of tickets to be sold, per day, if any;
- ix. A written plan for the event must address the following requirements:
 - a. The method used to track the number of attendees to limit the maximum number of attendees to those authorized in the license.
 - b. A fence or barrier completely enclosing the property of sufficient height and strength to prevent access to the property and having sufficiently staffed entrances and exits to allow easy movement into and out of the property.
 - c. Separately enclosed toilets and hand washing or hand sanitizing stations conveniently located throughout the property sufficient to provide facilities for the maximum number of attendees authorized by the license.
 - d. A current license issued by the Minnesota Department of Health for special event food and beverage stands that are operated in compliance with the Minnesota Food Code.
 - e. Illumination, if necessary, sufficient to light the property at the rate of at least five foot candles at ground level, but not to shine unreasonably beyond the boundaries of the enclosed location of the event.

- f. Security and traffic controls that meet the requirements of local authorities and the Minnesota Department of Public Safety, which includes, at a minimum, the physical presence of one officer per 250 attendees. The term “officer” shall include, but not be limited to, Minnesota law enforcement officers having jurisdiction in Dakota County or protective agents licensed in Minnesota. The written plan shall include the number of officers, their credentials, and their hours of availability. The Dakota County Sheriff may recommend that security staffing requirements be adjusted based upon the Applicant’s event history or other factors pertinent to public safety. If security is provided by the Dakota County Sheriff’s Office, the cost of security for extra-duty personnel will be billed by the Sheriff’s Office at its established rate.
- g. Fire protection sufficient to meet all applicable State and local laws and regulations, which shall include, but not be limited to, extinguishing devices, fire lanes and escapes, and sufficient emergency personnel to efficiently operate the required equipment.
- h. A parking area inside the event property sufficient to provide parking space for the maximum number of attendees authorized by the license, at the rate of at least one parking space for every four attendees per day. The Applicant shall ensure compliance with all federal, state, and local statutes, rules, and regulations governing designation and availability of handicap parking spaces.

(b) The applicant shall include with the form:

- i. Application fee as required in this Section of this ordinance;
- ii. Copy of the OCM cannabis event license application, submitted pursuant to 342.39, subd. 2; and
- iii. Certificate of Insurance as outlined in Subdivision 1.

Subdivision 4. Application Submittal & Review

The application shall be submitted to the Dakota County Public Services and Revenue Division, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

- (a) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the Dakota County Sheriff’s Office, Public Health Department, Risk Management Department, Transportation Department, and Clerk of the township in which the cannabis event is scheduled to occur. The County Board shall either approve or deny the license.

(b) The application fee shall be non-refundable once processed.

Subdivision 5. License Suspension and Revocation.

A license granted under this ordinance may be immediately suspended or revoked at any time prior to or during the Temporary Cannabis Event upon occurrence of any of the following: (1) if applicant provided false or misleading information in the license application, including the written plan, or accompanying

written or oral documentation; (2) if applicant failed to comply with the requirements of licensure or a condition of the license; (3) if during the course of the Temporary Cannabis Event it appears, in the judgment of Dakota County, that there exists an imminent danger of violence, riot, or other calamity, or if there are threats or acts of terrorism threatening the safety or attendees or residents of the community in which the Temporary Cannabis Event is held; or (4) if there is a violation of or failure to comply with any provision of this ordinance.

A hearing on the immediate suspension or revocation may be held at the licensee's request before a hearing officer appointed by the County Manager at the earliest opportunity. The licensee must request the hearing in writing directed to Dakota County's Department of Public Services and Revenue. The appointed hearing officer will make a recommendation to the County Manager. If the County Manager, or the County Manager's designee, determines that the immediate suspension or revocation was not justified, the County Manager, or the County Manager's designee, may reinstate the license or refund the license application fee.

Section 19. Compliance Checks and Inspections

Subdivision 1. Compliance checks shall be completed of every cannabis business and hemp business with a retail registration issued under this ordinance to assess a business's compliance with age verifications and compliance with this ordinance. The compliance checks shall be done in accordance with the requirements of Minn. Stat. § 342.22, subd. 4(b) and be conducted under the direct supervision of a law enforcement officer having primary jurisdiction in the location of the business.

Subdivision 2. Nothing in this section shall prohibit other compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

Subdivision 3. Any compliance check failures under this section must be reported to the Office of Cannabis Management.

Section 20. Operation without a Registration

Subdivision 1. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation.

Subdivision 2. Nothing in this ordinance shall prohibit the enforcement of any other applicable state or federal law or regulation in addition to or instead of any civil enforcement remedy that may be sought under this ordinance.

Passed by the Dakota County Board of Commissioners on this 20th day of May, 2025.

Approved as to form:

Chair

Dakota County Board of Commissioners

Date of Signature:

Assistant County Attorney

Date of Signature:

Attest:

Clerk to the Board

Date of Signature:



Public Hearing

Intent to Adopt Cannabis Ordinance: Regulating the Registration and Sale of Cannabis Products and Amend 2025 Fees

Dakota County Board of Commissioners
May 20, 2025

Cannabis Ordinance



This ordinance incorporates:

- Policy direction given at March 11 General Government and Policy Committee (GGP) meeting
- Supporting feedback from March 22 Township Officers meeting
- Review of draft ordinance at April 8 GGP meeting
- Restrictive elements regulating:
 - Cap on number of retail registrations that the County will approve
 - Time, place and manner of retail sales

Township / City Consent Required



This ordinance applies only to:

- Retail cannabis and lower-potency hemp businesses within the legal boundaries of Dakota County
- **Where** the city or township consents to Dakota County administering registration of retail cannabis businesses and lower-potency hemp businesses
 - Adopted resolution required before the county will administer responsibilities under this ordinance

To date, resolutions have been received from:
Eureka, Hampton and Ravenna townships

Countywide Limit



Dakota County is not required to issue any cannabis retail business registrations if - across Dakota County - there is at least one retail cannabis retail business for every 12,500 residents.



Dakota County Jurisdiction Limit



If the countywide limit (35 registrations) does not apply, Dakota County may still limit the number of cannabis retail businesses to **no more than one registration for every 12,500 residents** within any area in which Dakota County has jurisdiction by consent with local cities or townships.

In calculating this limit, Dakota County will base any limit on the total population of only those areas where Dakota County exercises jurisdiction over cannabis retail business registrations.

Organized Townships	Population	Minimum Retail Registrations	Consented to Dakota County
1. Ravenna	2,333		Yes
2. Eureka	1,388		Yes
3. Castle Rock	1,381	1	
4. Vermillion	1,294	1	
5. Marshan	1,145	1	
6. Nininger	870	1	
7. Hampton	841		Yes
8. Greenvale	779	1	
9. Randolph	756	1	
10. Douglas	728	1	
11. Waterford	517	1	
12. Sciota	447	1	
Population	12,479	9 Licenses	1 license



Amendments to Published Draft

Hours and Days for Retail Sales



Cannabis and lower-potency hemp retail businesses are limited to retail sales:

- Monday through Saturday: 8 a.m. to 10 p.m.
- Sunday: 10 a.m. to 9 p.m.
- Exception: Lower-potency beverage sales by an on-sale liquor license holder

No retail sale of cannabis or low potency hemp products:

- Before 8 a.m. or after 10 p.m. on Monday through Saturday
- Before 10 a.m. or after 9 p.m. on Sunday
- ~~On Thanksgiving Day~~
- ~~After 9:00 pm on Christmas Eve, December 24~~
- ~~On Christmas Day, December 25, or otherwise as prohibited by law~~

Suspension of Registration



Dakota County Director of Public Services and Revenue Division* may suspend a cannabis retail business's registration for up to 30 days if it violates the ordinance of Dakota County or poses an immediate threat to the health or safety of the public.

* amendment to provide for a swift response to any immediate threat to the health or safety of the public

OCM will be immediately notified and will provide a response to the complaint within 7 calendar days and perform any necessary inspections within 30 calendar days.

Dakota County shall reinstate a registration if OCM determines that the violations have been resolved.

Amend the 2025 Fee Schedule

Add to 2025 Fee Schedule

License Type	Initial	Renewal
Retailer	\$500	\$1,000
Lower-Potency Hemp Retailer	\$125	\$125
Medical Combination Retailer	\$500	\$1,000
Mezzobusiness Retailer	\$500	\$1,000
Microbusiness Retailer	\$0	\$1,000

Temporary Cannabis Events

Temporary Cannabis Event Permit	\$150 per event
---------------------------------	-----------------

Final Step



- ☑ PS&R registered as Dakota County contact with the Office of Cannabis Management
- ☑ March 11: General Governance & Policy Committee Meeting
 - Receive direction from Commissioners on policy topics
- ☑ March 22: Meeting with Township Officers Association
- ☑ Refine draft Ordinance after direction from GGP
- ☑ April 8: General Governance & Policy Committee Meeting
 - Present draft Ordinance for discussion
- ☑ April 22: Schedule public hearing by County Board
 - Notice published in the Official Newspaper on May 8 and 15, and on the Dakota County website
- **May 20: Hold public hearing and seek County Board adoption of Cannabis Ordinance and amend the 2025 Fee Schedule**



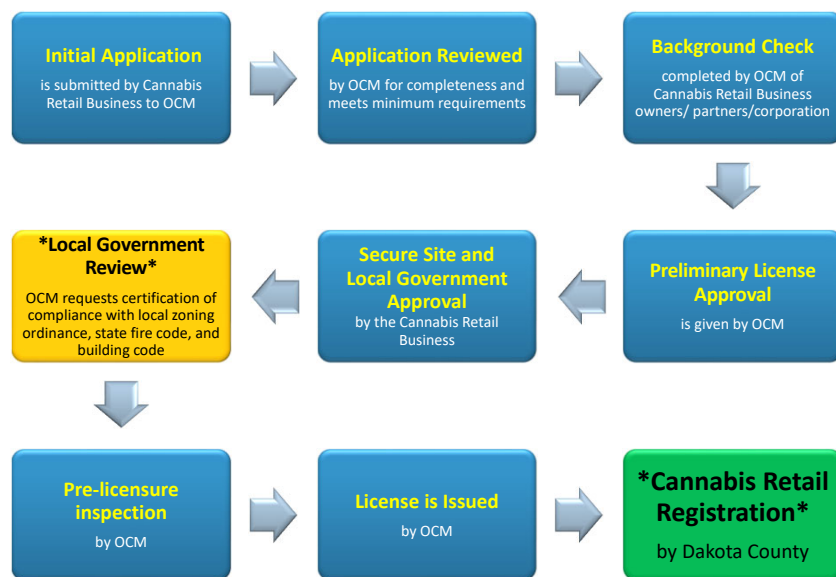
- Following slides are for reference as needed

Role of Cities and Townships

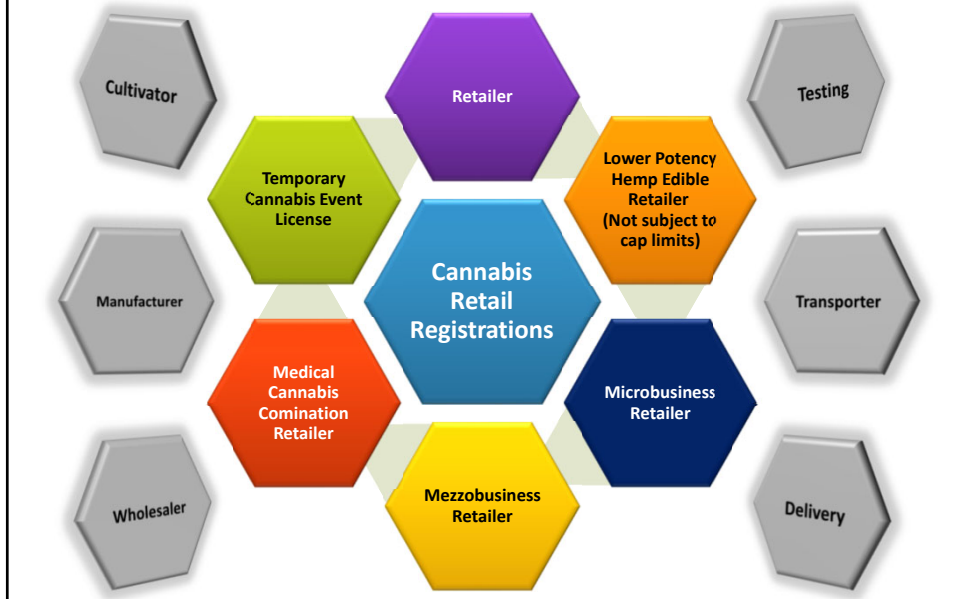


- **Certify to the Office of Cannabis Management:**
Within 30 days of receiving a Preliminary License Approval request from OCM, the local jurisdiction certifies to OCM whether a proposed cannabis retail business complies with local zoning ordinances, state fire and building codes.
- **Certify to Dakota County:**
The city or township will confirm to Dakota County that the preliminary compliance check ensured compliance with local zoning ordinances, state fire and building codes before Dakota County will issue retail registration.

OCM Retail License Process



Cannabis Business Registrations



Lower-Potency Hemp Edibles



- Will require retail registration
- Must be stored in a locked cabinet or behind the counter
- May only be sold during the same hours as adult-use cannabis to persons 21 years old or older
- Beverages may be sold at a location holding an on-sale intoxicating liquor license during the business hours outlined in the intoxicating liquor ordinance and stored and served in a manner similar to alcoholic beverages
- Not subject to caps on retail registration

Buffer Zones



In the absence of a local city or township ordinance placing reasonable restrictions on the location of a retail cannabis business, Dakota County shall prohibit the operation of a cannabis business within:

- 1,000 feet of a school
- 500 feet of a day care
- 500 feet of a residential treatment facility
- 500 feet of an existing public park, including a playground or athletic field, athletic recreation center, or youth-oriented facility
- 1,000 feet of another cannabis retail business

Additional Requirements



- **Liability Insurance**
 - a) No retail registration may be issued, maintained, or renewed unless the applicant demonstrates proof of financial responsibility with regard to liability.
 - b) At a minimum, the applicant must show an insurance policy, pool, or bond of a surety company providing at least:
An aggregate liability policy limit of not less than \$1 Million per policy year (Liquor Ord \$310,000)
- **Verification of Payment of all Taxes and Assessments**

Temporary Cannabis Events

Temporary Cannabis Events

Temporary Cannabis Events shall meet the following:

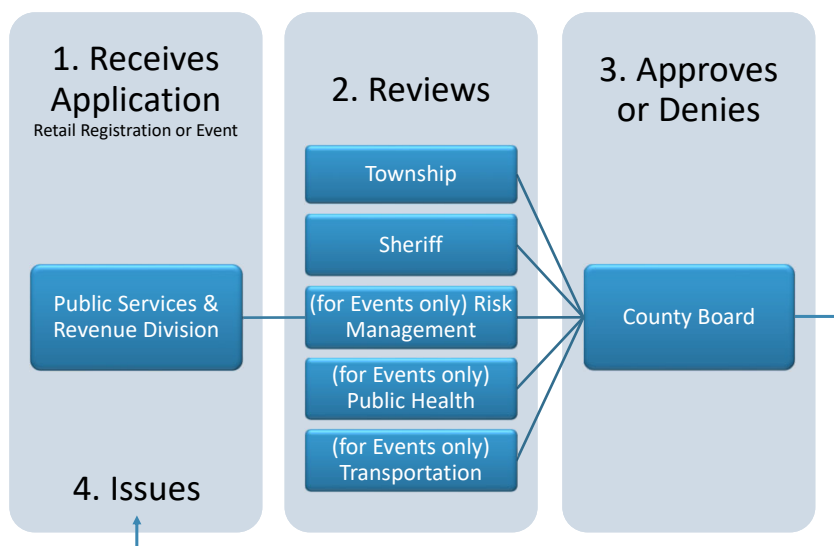
- Standards:
 - Event held in unincorporated areas of Dakota County
 - Landowner & Township Approval
 - Limit to two days
 - General Liability Insurance
 - >300 attendees requires Assemblage Permit
- Temporary cannabis events may not be held on Dakota County property or within 1,000 feet from the boundary of County property
- Temporary cannabis events shall only be held between the hours of:
 - Sunday through Thursday from 9 a.m. to 9 p.m.
 - Friday and Saturday from 9 a.m. to 10:00 p.m.
- Must be 21 years of age or older to attend temporary cannabis event
- No on-site consumption of cannabis products or lower-potency hemp edibles

Temporary Cannabis Events, cont.

The application includes a written plan that addresses the following requirements:

- Method to track the number of attendees
- Fence or barrier completely enclosing the property and staffed entrances and exits
- Separately enclosed toilets and handwashing stations
- Illumination to sufficiently light the property
- Security and traffic controls
- Fire protection
- Sufficient amount of parking on-site

Approval Process



Licensee Responsibility and License Restrictions



Subdivision 1. The act of any employee of the licensed premises shall be deemed the act of the licensee as well.

Subdivision 2. A cannabis retail registration issued under this ordinance shall not be transferred.

Subdivision 3. The retail registration is only effective for the compact and contiguous space specified in the application.

Subdivision 4. The retail registration shall be posted in a conspicuous place.

Subdivision 5. The registrant shall comply with all statutory requirements for retail cannabis or retail hemp sales, including but not limited to all restriction on sales to minors.

Compliance Checks



Dakota County Sheriff's Office shall conduct at minimum one compliance check per calendar year.

- Unannounced age verification check
- Ordinance compliance for time, place and manner restrictions

Any compliance check failures under this section must be reported to the OCM.

Penalties



Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration, shall incur a civil penalty of up to \$2,000 for each violation.

Nothing in this ordinance shall prohibit the enforcement of any other applicable state or federal law or regulation in addition to or instead of any civil enforcement remedy that may be sought under this ordinance.

Maximum Fees set in Statute



Registration Fees	OCM	County/City/Twp
Lower-Potency Hemp Edible Retailer		
Application	\$250	
Initial	\$250	\$125
Renewal	\$250	\$125
Medical Cannabis Combination (Medical + Adult-Use)		
Application	\$10,000	
Initial	\$20,000	\$500
Renewal	\$70,000	\$1,000
Mezzobusiness		
Application	\$5,000	
Initial	\$5,000	\$500
Renewal	\$10,000	\$1,000
Microbusiness		
Application	\$500	
Initial	\$0	\$0
Renewal	\$2,000	\$1,000
Retailer		
Application	\$2,500	
Initial	\$2,500	\$500
Renewal	\$5,000	\$1,000



Board of Commissioners

Request for Board Action

Item Number: DC-4562	Agenda #: 6.1	Meeting Date: 5/20/2025
-----------------------------	----------------------	--------------------------------

Approval of Minutes of Meeting Held on May 6, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, May 6, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

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

Absent: Commissioner Laurie Halverson
Commissioner Liz Workman

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 Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Audience

Chair Slavik noted that all public comments can be sent to CountyAdmin@co.dakota.mn.us. The following were present and shared comments:
Mellissa Corniea (Eagan); CSAH 26
Randy Bailey (Apple Valley); Rick's Bike Sale

4. Agenda

4.1 Resolution No: 25-222
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Joe Atkins

Second: William Droste

Ayes: 5

CONSENT AGENDA

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the Consent agenda was approved as follows:

5. County Administration - Approval of Minutes

- 5.1** Resolution No: 25-223
Approval of Minutes of Meeting Held on April 22, 2025

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 5

- 5.2** Resolution No: 25-224
Appointment To Public Art Advisory Committee

Motion: Mary Hamann-Roland

Second: William Droste

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints the following Youth to the Public Art Advisory Committee for a one-year Youth term ending December 31, 2025:

At-large Youth, Ankit Mukhopadhyay

Ayes: 5

6. Central Operations

- 6.1** Resolution No: 25-225
Authorization To Execute Contract With Clockwork Active Media Systems, LLC
For Discovery Work Prior To Implementation Of New County Public Website
Platform

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the County advertised for proposals for the public website platform replacement project; and

WHEREAS, the County received proposals from 26 qualified vendors on October 11, 2024; and

WHEREAS, project staff reviewed the proposals and determined that proposal from Clockwork Active Media Systems, LLC provides the best value to the County for discovery work prior to implementing a new county website platform; and

WHEREAS, the costs for the discovery work are \$338,100 for a total contract cost of \$338,100; and

WHEREAS, sufficient funds are available Central Operations Administration budget to support these purchases.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract with Clockwork Active Media Systems, LLC for the discovery project in an amount not to exceed \$338,100, subject to approval by the County Attorney's office as to form; and

BE IT FURTHER RESOLVED, That the Deputy County Manager is authorized to amend the contract with Clockwork Active Media Systems, LLC and increase the cost up to an additional \$33,810 (10 percent) if necessary for unanticipated contingencies.

Ayes: 5

6.2 Resolution No: 25-226

Authorization To Execute Contract With Scalence LLC, Subsidiary Of Artech LLC, For Replacement Of County Public Website Platform

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the County advertised for proposals for the Public Website Platform Replacement Project; and

WHEREAS, the County received proposals from 26 qualified vendors on October 11, 2024; and

WHEREAS, project staff reviewed the proposals and determined that the proposal from Scalence LLC, a subsidiary of Artech LLC provides the best value to the County to implement Adobe Experience Manager for the Public Website Platform Replacement Project; and

WHEREAS, the costs for the Public Website Platform Replacement Project are \$1,265,108 for the first year, \$346,995 for the second year, \$364,733 for the third year, \$383,712 for the fourth year, and \$404,020 for the fifth year, for a total contract cost of \$2,764,568; and

WHEREAS, funding for the 2025 portion of the project is available in the Central Operations Administration budget (\$661,034) and Central Operations BIP (\$604,074).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract with Scalence LLC, a subsidiary of Artech LLC, for the Public Website Platform Replacement Project in an amount not to exceed \$2,764,568, subject to approval by the County Attorney's office as to form; and

BE IT FURTHER RESOLVED, That the Deputy County Manager is authorized to amend the contract with Scalence LLC, a subsidiary of Artech LLC, and increase the cost up to an additional \$126,511 (10 percent of Year 1 costs) if necessary for unanticipated contingencies.

Ayes: 5

6.3 Resolution No: 25-227

Authorization To Ratify Contract With SHI International Corp. For Increased Adobe License Costs

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, Dakota County has an existing contract with SHI International Corp. for Adobe licenses for the period of April 12, 2023 to April 11, 2026 for a contract amount of \$294,673.31; and

WHEREAS, during the current three-year licensing agreement, additional licenses were needed by county staff, increasing the overall costs above the initial agreement amount; and

WHEREAS, to continue services with SHI International Corp. and Adobe Inc. to provide Dakota County staff with document and digital media software tools to complete tasks for daily county business; and

WHEREAS, staff recommends ratifying the contract amendment with SHI International Corp. to include additional licensing costs for Adobe software products; and

WHEREAS, the projected total cost of the amendment is not to exceed \$50,000; and

WHEREAS, sufficient funding is available in the Information Technology budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the amended contract with SHI International Corp. to include increased Adobe license costs not to exceed \$50,000, for a new not to exceed contract amount of \$344,673.31.

Ayes: 5

7. County Board/County Administration

7.1 2024 Gift Acceptance Report

Information only; no action requested.

8. Community Services

8.1 Resolution No: 25-228

Proclamation Of National Nurses Week In Dakota County May 6-12, 2025

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. Ch. 145A, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, every year from May 6-12, nurses are recognized for their service and dedication to caring for and improving the health of others nationwide through National Nurses Week; and

WHEREAS, Nurses Week celebrates and honors the unwavering commitment nurses make to their patients/clients, their communities, and our healthcare system; and

WHEREAS, this year's theme, "The Power of Nurses" highlights the invaluable contributions of nurses worldwide; and

WHEREAS, nurses play a vital role in the health and well-being of Dakota County residents at an individual and community level as they work to assess, develop and deliver appropriate plans of care, monitor conditions and respond to emergencies, educate, collaborate and advocate for policy to improve health for all; and

WHEREAS, Dakota County employs over 60 nurses who work across the Community Services Division in a variety of programs and units, including Administration, Community Living Services, Disease Prevention and Control, Emergency Preparedness, Family Health, Parent Support Outreach, and School Health; and

WHEREAS, Dakota County nurses make a difference as their work helps to keep our community healthy, safe and thriving.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 6-12, 2025, as National Nurses Week in Dakota County, honoring and recognizing nurses for their service and dedication to caring for and improving the health of Dakota County residents.

Ayes: 5

9. Physical Development

9.1 Resolution No: 25-229

Authorization To Award Bid And Execute Contract With Tech Logic Corporation To Provide Automated Materials Handling System For Wentworth Library Renovation

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the 2025-2029 Facilities Capital Improvement Program Adopted Budget includes a project to renovate the Wentworth Library; and

WHEREAS, the project includes a new automated materials handling system; and

WHEREAS, a Core Planning Group worked with Leo A Daly to develop the requirements for the automated materials handling system; and

WHEREAS, bid documents were prepared by staff with professional design support from Leo A Daly and were released for bidding on March 27, 2025; and

WHEREAS, the bid documents included a Base Bid and one Bid Alternate; and

WHEREAS, three competitive bids were received on April 17, 2025; and

WHEREAS, Tech Logic Corporation has submitted the lowest responsive and responsible bid; and

WHEREAS, staff recommends acceptance of the Base Bid and Bid Alternate #1; and

WHEREAS, staff has reviewed the qualifications of the bidder and recommends award to Tech Logic Corporation in an amount not to exceed \$243,102.78; and

WHEREAS, the project budget is sufficient to support the issuance of the total contract value.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Tech Logic Corporation, 835 Hale Ave N, Oakdale, MN 55128, in an amount not to exceed \$243,102.78 for the Automated Materials Handling System for the Wentworth Library, subject to approval by the County Attorney's office as to form.

Ayes: 5

9.2 Resolution No: 25-230

Authorization To Accept Donated Property From BMR Rosemount Properties LLC In City Of Rosemount

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, BMR Rosemount Properties LLC owns real property identified by PID # 34-03210-70-026 and legally described as Parcel 9, Dakota County Road Right of Way Map No.258, according to the recorded map thereof, and Parcels 5 and 5A, Dakota County Road Right of Way Map No. 259A, according to the recorded map thereof, Dakota County, Minnesota; and

WHEREAS, the property is entirely encumbered by Trunk Highway 3 and County State Aid Highway 46 right of way; and

WHEREAS, BMR Rosemount Properties LLC has no use for the property and is choosing to donate the parcel to the County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts donation of real property identified by PIN: 34-03210-70-026 from BMR Rosemount Properties LLC in the City of Rosemount.

Ayes: 5

9.3 Resolution No: 25-231

Authorization To Establish And Install School Zone Speed Limits Along County Road 4 In West St. Paul In Proximity To Heritage E-STEM Magnet School

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, to provide a safe and efficient transportation system, Dakota County designs and operates traffic control devices in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD); and

WHEREAS, school zone speed limits can be effective in promoting pedestrian safety in school zones adjacent to County Highways; and

WHEREAS, Minn. Stat. § 169.14 Subd. 5a enables local authorities to establish speed limits within a school zone of a public or non-public school upon the basis of an engineering and traffic investigation as prescribed by the Commissioner of Transportation; and

WHEREAS, the placement of signage for a school zone speed limit must comply with the MMUTCD; and

WHEREAS, a school speed limit shall not be lower than 15 miles per hour and shall not be more than 30 miles per hour below the established speed limit on an affected street or highway based on the results of the prescribed engineering investigation; and

WHEREAS, effective school zone speed limits consider the roadway design elements and area conditions to gain compliance with the established speed to maximize driver compliance and safety; and

WHEREAS, implementation of a school zone speed limit based on the engineering and traffic investigations at Heritage E-STEM Magnet School is desired as a tool to enhance safety; and

WHEREAS, the current speed limit of the roadway in the vicinity of Heritage E-STEM Magnet School is 35 miles per hour; and

WHEREAS, Independent School District 197, the City of West St. Paul, and Dakota County worked together to improve pedestrian safety, including engaging in the development of a school route plan and implementation of safety enhancements and education for the crossing of County Road 4 (Butler Avenue) east of Bidwell Street adjacent to Heritage E-STEM Magnet School; and

WHEREAS, the engineering investigation for the establishment of a legal school speed zone that maximizes safety was prepared and recommended a school zone speed limit for County Road 4 (Butler Avenue) of 25 miles per hour in the vicinity of Bidwell Street; and

WHEREAS, an engineering investigation was conducted for the roadway based on the implemented improvements to establish a legal school zone speed limit that maximized safety; and

WHEREAS, the school zone speed limit, in conjunction with a sound school route plan, school zone hazard evaluation, correction, pedestrian education, and enforcement, can effectively promote pedestrian safety in school zones.

NOW, THEREFORE, BE IT RESOLVED, That the County Engineer is hereby authorized to establish and place signage creating a school zone speed limit of 25 miles per hour on County Road 4 (Butler Avenue) focused around the crossing at Bidwell Street in the City of West St. Paul in accordance with the Minnesota Manual On Uniform Traffic Control Devices based upon the School Route Plan for the area established by Independent School District 197, the findings of prescribed engineering investigation required per Minn. Stat. § 169.14 Subd. 5a, and recognizing the implementation of roadway, school enhancements, and education.

Ayes: 5

10. Public Safety

10.1 Resolution No: 25-232

Authorization To Execute Contract With Minnesota Department Of Public Safety For 2023 Emergency Management Performance Grant

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, the Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM), have awarded Dakota County the sum of \$177,271 in grant funding for the 2023 Emergency Management Performance Grant; and

WHEREAS, the grant period runs from January 1, 2023 through December 31, 2023; and

WHEREAS, the grant provides for 50 percent matching funds from Dakota County and those funds are included in the Sheriff's Office Emergency Preparedness budget; and

WHEREAS, funds received from this grant reimburse Dakota for 50 percent of the salary and benefits for the Emergency Preparedness Coordinator, Emergency Operations Plan requirements, Domestic Preparedness Committee annual fees, required emergency management conference per grant requirements, and equipment and supplies.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Sheriff to execute a grant agreement with the Federal Emergency Management Agency (FEMA) and the Minnesota

Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) for the Emergency Management Performance Grant in the amount of \$177,271, subject to approval of the County Attorney's Office as to form.

Ayes: 5

11. Public Services and Revenue

11.1 Resolution No: 25-233

Approval Of Application To Conduct Excluded Bingo For Farmington Lions Club

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 5

11.2 Resolution No: 25-234

Acceptance Of Gifts To Dakota County Library

Motion: Mary Hamann-Roland

Second: William Droste

WHEREAS, pursuant to Policy 1570 Gift Acceptance and adopted Donation Plan (Resolution No. 24-101, February 27, 2024), the Dakota County Board of Commissioners delegated to the County Manager or their designee - the Dakota County Library Advisory Committee - the authority to accept gifts of personal property up to \$1,500 in value for public library purposes; and

WHEREAS, the Dakota County Board of Commissioners must approve and accept gifts to the Dakota County Library with a value greater than \$1,500; and

WHEREAS, the Dakota County Library Foundation donated \$20,600 for books to the Dakota County Jail and Juvenile Service Center programs, an indoor/outdoor public address system for each library branch, and books for the Summer Discovery Program; and

WHEREAS, the Friends of the Heritage Library donated \$2,500 to the Summer Discovery Program; and

WHEREAS, the Friends of the Wescott Library donated \$2,500 to the Summer Discovery Program; and

WHEREAS, these donations will greatly enrich the capacity of Dakota County Library to offer valuable materials and programs to customers; and

WHEREAS, the Dakota County Library Advisory Committee supports acceptance of these gifts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts \$20,600 from the Dakota County Library Foundation, \$2,500 from the Friends of the Heritage Library, and \$2,500 from the Friends of the Wescott Library; and

BE IT FURTHER RESOLVED, That the adopted 2025 budget be amended as follows:

Revenue

DCL Foundation Gifts	\$20,600
Heritage Gifts	\$ 2,500
<u>Wescott Gifts</u>	<u>\$ 2,500</u>
Total Revenue	\$25,600

Expense

DCL Foundation Gifts	\$20,600
Heritage Gifts	\$ 2,500
<u>Wescott Gifts</u>	<u>\$ 2,500</u>
Total Expense	\$25,600

Ayes: 5

REGULAR AGENDA

12. Community Services

12.1 Resolution No: 25-235

Proclamation Of May 2025 As Older Americans Month In Dakota County

Motion: Mary Hamann-Roland

Second: Joe Atkins

Communities for a Lifetime Initiative Program Manager Jess Luce briefed this item and responded to questions.

WHEREAS, every May, the nation's observance of Older Americans Month is a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults; and

WHEREAS, the 2025 theme, "Flip the Script on Aging," focuses on transforming how society perceives, talks about, and approaches aging and encourages individuals and communities to challenge stereotypes and dispel misconceptions; and

WHEREAS, this year, take time to honor older adults' contributions and encourage them to explore the many opportunities for staying active and engaged as they age, highlighting the opportunities for purpose, exploration, and connection that come with aging.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 2025 Older Americans Month as a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults.

Ayes: 5

12.2 Resolution No: 25-236

Acknowledgment Of 2025 Public Health Achievement Awards

Motion: Mary Hamann-Roland

Second: William Droste

Communities for a Lifetime Initiative Program Manager Jess Luce briefed this item and responded to questions. Youth spoke on behalf of LiveGreen Clubs and Ann Bailey spoke on her individual achievement with DARTS. Executive Director Jason Viana was not able to attend the meeting but was recognized on behalf of The Open Door.

A reception with refreshments was held in the atrium following the meeting to honor those that received Public Health Achievement Awards.

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. Ch. 145A; and

WHEREAS, the first full week in April is officially designated as National Public Health Week and the 2025 theme was: "It Starts Here! Public health starts with each of us making a difference in our homes and communities. It's how the places we live, work and play affect our well-being"; and

WHEREAS, all have a role to play in making our communities healthier, stronger, and safer to live, learn, work, and play; and

WHEREAS, many people in Dakota County contribute time, energy, and talent in their communities to build a healthy Dakota County; and

WHEREAS, by Resolution No. 00-175 (March 21, 2000), the Dakota County Board of Commissioners, desiring to recognize and honor these contributions, established a *Public Health Achievement Award* to recognize three categories of contributions: youth, individual and community; and

WHEREAS, nominees were evaluated according to and met criteria for leadership, public health contributions, collaboration, advocacy, role model, and evidence of impact.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby presents the 2025 *Public Health Achievement Award* to the following individuals and organizations:

Category	Individual/Organization
Youth	LiveGreen Clubs
Individual	Ann Bailey
Community	The Open Door

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby expresses congratulations and great appreciation for their valuable

contributions to the public health mission of bringing people together to create a healthy future for all residents of Dakota County.

Ayes: 5

13. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

14. County Manager's Report

County Manager Heidi Welsch provided the following:

- Reminder that the deadline for Real ID (a federal plan that turns your state driver's license into a national ID) is May 7, 2025. A Real ID will be needed for travel; unless you are using a Passport. Heidi thanked all staff that have been processing applications, etc.
- Property Tax payments are due May 15, 2025.

15. Information

15.1 Information

See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Resolution No: 25-237 Adjournment

Motion: William Droste

Second: Joe Atkins

On a motion by Commissioner Droste, seconded by Commissioner Atkins, the meeting was adjourned at 9:45 a.m.

Ayes: 5

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-4409

Agenda #: 7.1

Meeting Date: 5/20/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Proclamation Of May As Mental Health Month

RESOLUTION

WHEREAS, May is National Mental Health Month; and

WHEREAS, according to the National Alliance on Mental Illness and the Center for Disease Control:

- One in five United States (U.S.) adults experience mental illness
- One in twenty U.S. adults experience serious mental illness
- 50 percent of all lifetime mental illness begins by age 14, and 75 percent by age 24
- In 2024, 1 in 5 employees in the U.S. reported experiencing burnout, with mental health problems being one of the key contributors. (nami.org)
- 1 in 5 children aged 3-17 in the U.S. have a mental health condition, with ADHD, anxiety, and depression being the most common diagnoses

; and

WHEREAS, mental health is an important determinant of overall health and well-being for individuals; and

WHEREAS, the COVID-19 pandemic, along with compounding community trauma, continues to have a significant impact on adult and child mental health, particularly for people with pre-existing mental illness and Substance Use Disorder (SUD), and for communities of color; and

WHEREAS, many residents are struggling with the long-term impacts of illness, loss of loved ones, social isolation, job loss, changes in routines, racism or other forms of discrimination, and community trauma, resulting in many who are experiencing unprecedented levels of fear, anxiety, and stress; and

WHEREAS, Dakota County has maintained a focus on connecting people to community mental health and SUD services, promoting mental health messaging and initiatives, addressing service needs and gaps through community partnerships, training, and engaging the perspective and voice of people with lived experience; and

WHEREAS, this includes providing community members with practical tools they can use to improve their mental health and increase resiliency; and

WHEREAS, prevention is an effective strategy to reduce the impact of mental health conditions and, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, Dakota County has a network of mental health services and initiatives that provide mental health support and promote mental health awareness and education; and

WHEREAS, Dakota County staff, in partnership with other organizations, are committed to building public awareness and addressing stigma as important steps in supporting people to access treatment and support; and

WHEREAS, promoting mental health and awareness of resources and support is especially important given the impacts of the pandemic and community trauma on mental health and well-being; and

WHEREAS, staff recommends that the Dakota County Board of Commissioners proclaim May as Mental Health Month in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 2025 as Mental Health Month in Dakota County and supports efforts to promote mental health awareness, training, education, and access to information, services, and supports to serve the mental health needs of the citizens of Dakota County.



Board of Commissioners

Request for Board Action

Item Number: DC-4498

Agenda #: 7.2

Meeting Date: 5/20/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contract With HKGi For Miesville Ravine Park Reserve Site Improvement

RESOLUTION

WHEREAS, by Resolution No. 23-444 (September 26, 2023), the 2024 -2028 Parks Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct site developments making Miesville Ravine Park Reserve (MRPR) a better place to serve the adjacent communities; and

WHEREAS, by Resolution No. 24-091 (February 27, 2024), the Dakota County Board of Commissioners authorized the MRPR Master Plan, which outlines the site improvement plans; and

WHEREAS, by Resolution No. 24-545 (November 12, 2024), the Board approved to select HKGi to provide professional design services; and

WHEREAS, since December 2024, staff has worked with a design team led by HKGi to progress the design and related review process; and

WHEREAS, staff reviewed the initial concept with tribal partners virtually on February 6, 2025; and

WHEREAS, a public open house was held in person on February 6, 2025, and project materials were published online for public comments; and

WHEREAS, a public and private stakeholder workshop was held in person on February 7, 2025; and

WHEREAS, due to the complicated physical site conditions and the extensive permitting process, an additional service fee of \$98,650 is required.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes a contract amendment to increase the contract with HKGi by \$98,650 to a total \$272,595, subject to approval by the County Attorney's Office as to form.



Board of Commissioners

Request for Board Action

Item Number: DC-4547

Agenda #: 8.1

Meeting Date: 5/20/2025

DEPARTMENT: Finance

FILE TYPE: Consent Information

TITLE

Report On Invoices Paid In April 2025

PURPOSE/ACTION REQUESTED

Receive a report on invoices paid during April 2025.

SUMMARY

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

A copy of the April 2025 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board.

Payments for the month ending April 30, 2025, total \$20,106,431.

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

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,561,564	Retirement accounts, PERA, health & dental
Payments to other governments	\$582,763	Pass through payments - taxes, fees
Materials & supplies	\$148,300	Highway, Parks, Buildings material/supplies
Overall support of departments	\$2,383,651	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$3,209,675	Major client services contract
All other expenses	\$6,079,361	BIP, CEP, and misc.
Capital projects	\$5,141,117	Highway & building construction
	\$20,106,431	

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

- ☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Paul Sikorski

Author: Jan Larson



Board of Commissioners

Request for Board Action

Item Number: DC-4534

Agenda #: 8.2

Meeting Date: 5/20/2025

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Fiber Optic Indefeasible Right To Use Agreement With City Of Rosemount

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a Fiber Optic Indefeasible Right To Use Agreement (IRU) with the City of Rosemount for use of unused fiber in the Dakota County owned institutional network backbone.

SUMMARY

Dakota County intends to install fiber strands in certain segments within the City of Rosemount. Dakota County desires to use existing city-owned conduit for the fiber strands to save substantial construction costs. The City of Rosemount desires to obtain from Dakota County the use of forty-eight strands for connecting the Fire Station, Bacardi Tower, and Flint Hills Recreation Complex, as well as an additional twelve strands for connecting the Flint Hills Sports Complex, within specified fiber optic cable segments. This agreement is part of a larger project with ISD #196.

Segment details include:

Segment 1: This segment consists of one two-inch empty conduit and vaults installed and owned by the City of Rosemount and to be maintained by Dakota County. Dakota County will install 288 strands of fiber in existing City empty conduit as a part of a separate agreement with ISD 196

The City is to provide the use of one two-inch empty conduit and vaults to the County in exchange for the County building 48 fibers of 288 County-owned fiber to Bacardi Water Tower, Fire Station 2, and 12 Flint Hills Concession Stand and ending at Akron Avenue and 145th Street.

Segment 2: This segment consists of the construction of 288 strands of fiber from NW of Robert Trail and 142nd Street Rosemount, Minnesota to the Flint Hills Park Concession Stand at 1201 Bonaire Path East, Rosemount, Minnesota.

Segment 3: This segment consists of installation of 288 strands of fiber from NW of Robert Trail and 142nd Street Rosemount, Minnesota to 144 strands of fiber into Bacardi Water Tower and Fire Station 2, 2000 Connemara Trail West, ending at Akron Avenue and 145th Street, Rosemount, Minnesota.

RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute an IRU with the City of Rosemount for use of the Dakota County Institutional Network.

EXPLANATION OF FISCAL/FTE IMPACTS

No fiscal impacts, the County and City are exchanging assets.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, the County intends to install fiber strands in certain segments within the City of Rosemount as described in this Agreement and Dakota County desires to use existing city-owned conduit for the fiber strands in order to save substantial construction costs; and

WHEREAS, the City of Rosemount desires to obtain from Dakota County the use of 48 strands for connecting the Fire Station, Bacardi Tower, and Flint Hills Recreation Complex, as well as an additional twelve strands for connecting the Flint Hills Sports Complex, within specified fiber optic cable segments; and

WHEREAS, a Fiber Optic Indefeasible Right To Use Agreement with the City of Rosemount 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 an IRU with the City of Rosemount for use of County-owned Institutional Network Backbone, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

25-175; 4/8/2025

ATTACHMENTS

Attachment: Rosemount IRU

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: David McKnight
Author: Dan Ferber

Contract #

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. The County intends to install Fiber strands in certain segments within the City as described in this Agreement.
- B. The County desires to use existing City-owned conduit for the Fiber strands in order to save substantial construction costs.
- C. The City desires to obtain from the County the use of forty-eight strands for connecting the Fire Station, Bacardi Tower, and Flint Hills Recreation Complex, as well as an additional twelve strands for connecting the Flint Hills Sports Complex, within specified fiber optic cable segments.
- D. The Parties therefore agree to provide for the use of their respective conduit and Fiber Facilities, subject to the terms and conditions outlined 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. "Fiber Facilities" means a handhole, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County facilities.
- E. "Fiber Optic Cable" or "Cable" means a collection of fibers with a protective outer covering.
- F. "IRU Assets" means the County's IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachments A and B.

- G. "IRU Cable" means Cable containing one or more Fibers, constructed, and owned by the County in which the City has a IRU pursuant to the terms of this Agreement.
- H. "IRU Fibers" means the specific County owned Fiber in the locations shown on Attachment A and described on Attachment B, for which an IRU is granted to the City in the IRU Cable pursuant to the terms of this Agreement.
- I. "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.
- J. "Optical Splice Point" means a point where the County's Cable is connected to another entity's Cable within a splice enclosure.
- K. "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.
- L. "City Conduit" means the City-owned conduit in the locations shown on Attachment A, for which a license is granted to the County pursuant to the terms of this Agreement.

In consideration of their mutual promises, the Parties expressly agree as follows:

ARTICLE I INSTALLATION AND LICENSES

Section 1.1 Subject to the terms of this Agreement, the County shall install Fibers for Segment 1-3 within the City Conduit in the locations shown on Attachment A. In consideration of the mutual promises by the County and City in this Agreement, the City grants a license to the County for the exclusive use of the City Conduit for the installation, operation, maintenance, repair and replacement of Fibers, in the locations shown on Attachment A for Segments 1, 2 and 3. The license shall remain in effect for the term of this Agreement.

Section 1.2 The City desires an IRU in the County's IRU Fibers further described in Attachment A to this Agreement. In consideration of the mutual promises by the County and City in this Agreement, County grants an IRU to the City in the IRU Fibers for Segment 2 (consisting of 12 strands) and Segment 3 (consisting of 48 strands) as identified in Attachments A and B. City shall be entitled to use the 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. There shall be no monthly charge from the County for the City's use of the Segment 2-3 IRU Fibers during the terms 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 IRU Assets shall be paid to the County.

Section 1.3 The IRU Fibers are provided to the City “as is.” If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the City network, the City shall be responsible for coordinating this work with County and the City shall pay all costs and fees associated with connecting the IRU Fibers to other fibers not owned by County for City network purposes.

Section 1.4 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 Fiber and Fiber Facilities in Attachment A.

Section 1.5 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 at any other point by mutual agreement of the Parties in writing or by one of the events in Article IX, section 9.2 of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 City’s use of the 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 its IRU Fibers.

Section 3.3 The City represents and warrants that it has the right to grant a license in the City Conduit.

ARTICLE IV LIABILITY; INDEMNIFICATION

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 immunities from liability or 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 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 Segments 2 and 3, as described on Attachments A and B.

Section 6.2 Fees. Neither Party will impose, and neither Party shall pay a fee, maintenance, or repair cost for the use of City Conduit, the Fiber Facilities and IRU Fibers during the term of this Agreement except as otherwise provided for in this Agreement.

Section 6.3 Future Splicing. 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 6.4 Relocation. County will be responsible for relocation of Fiber Facilities. So long as County has exclusive use of the City Conduit, County will be responsible for the relocation of the City Conduit.

ARTICLE VII
CONFIDENTIALITY

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. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation, or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

ARTICLE VIII
ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

Section 8.1 Should the County decide to abandon all or part of the 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 terminate the agreement by providing sixty (60) days' notice informing the County in writing of its intent to terminate the IRU Agreement. In such event, the Parties shall negotiate in good faith a license for the County's continued use of the City Conduit for the Fiber Facilities on terms reasonably acceptable to the Parties.

Section 8.3 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 8.4 If the Agreement terminates under Article VIII, Section 8.3 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
Rosemount, MN 55068

Attn: Rosemount City Attorney
150 S. 5th Street, Suite 700
Minneapolis, MN 55402

With a copy to:
Kennedy & Graven

If to County:
Dakota County Board
Attn: Central Operations Director
1560 Highway 55
Hastings, MN 55033

Dakota County Attorney's Office
Attn: Civil Division
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033

With a copy to:

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 County's property, County's IRU Assets, or any components thereof, or any intellectual property, except for use of the IRU Fibers during the term of this Agreement. All liens, claims, and charges of the City shall not attach to any interest of County or in any property owned by County.

This Agreement does not grant County any property interest, or estate, in or lien upon the City Conduit or any optical fiber network owned by the City or any components thereof, or any intellectual property. All liens, claims, and charges of the County shall not attach to any interest of City or in any property owned by 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.

IRU GRANTEE:

CITY OF ROSEMOUNT

By: _____

Its: _____

Date: _____

IRU GRANTOR:

DAKOTA COUNTY

By: _____

David McKnight
Central Operations Director

Date: _____

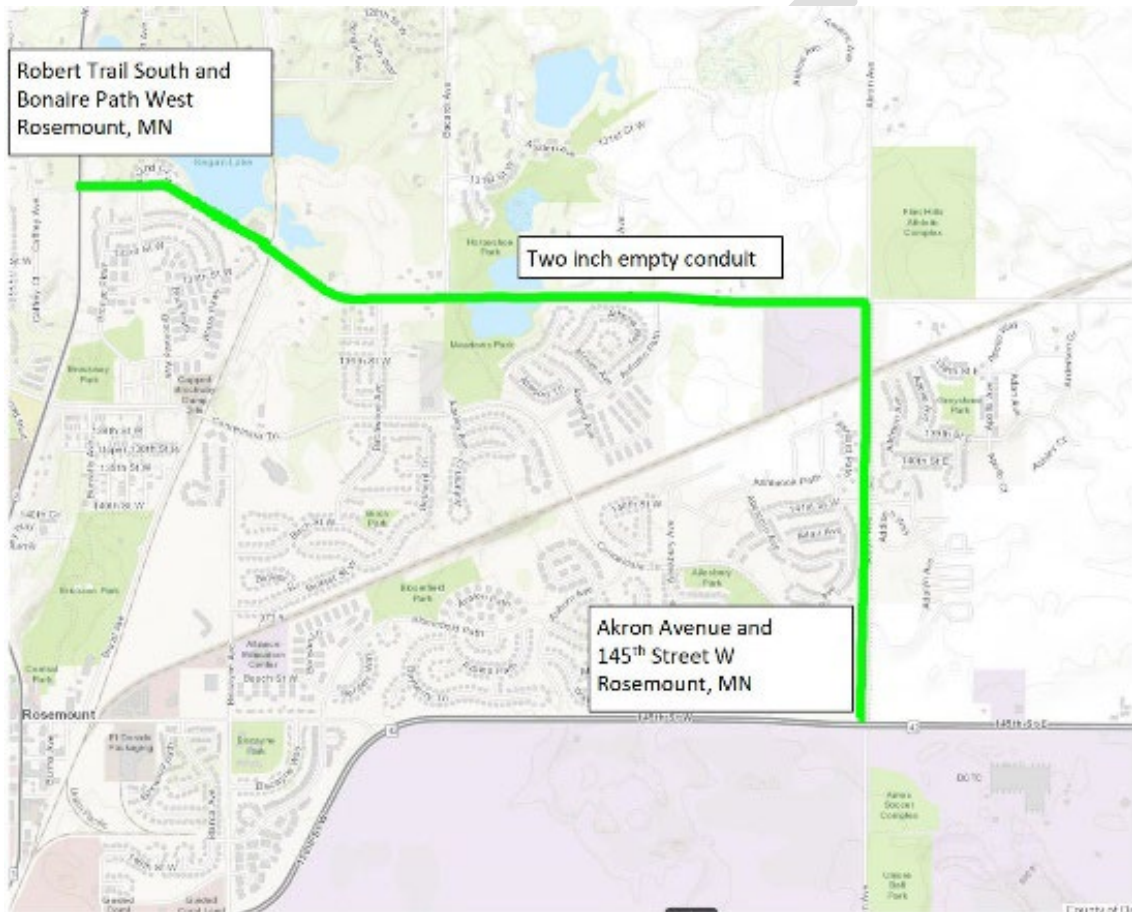
Approved as to Form

Assistant County Attorney Date
File No. KS-_____

ATTACHMENT A

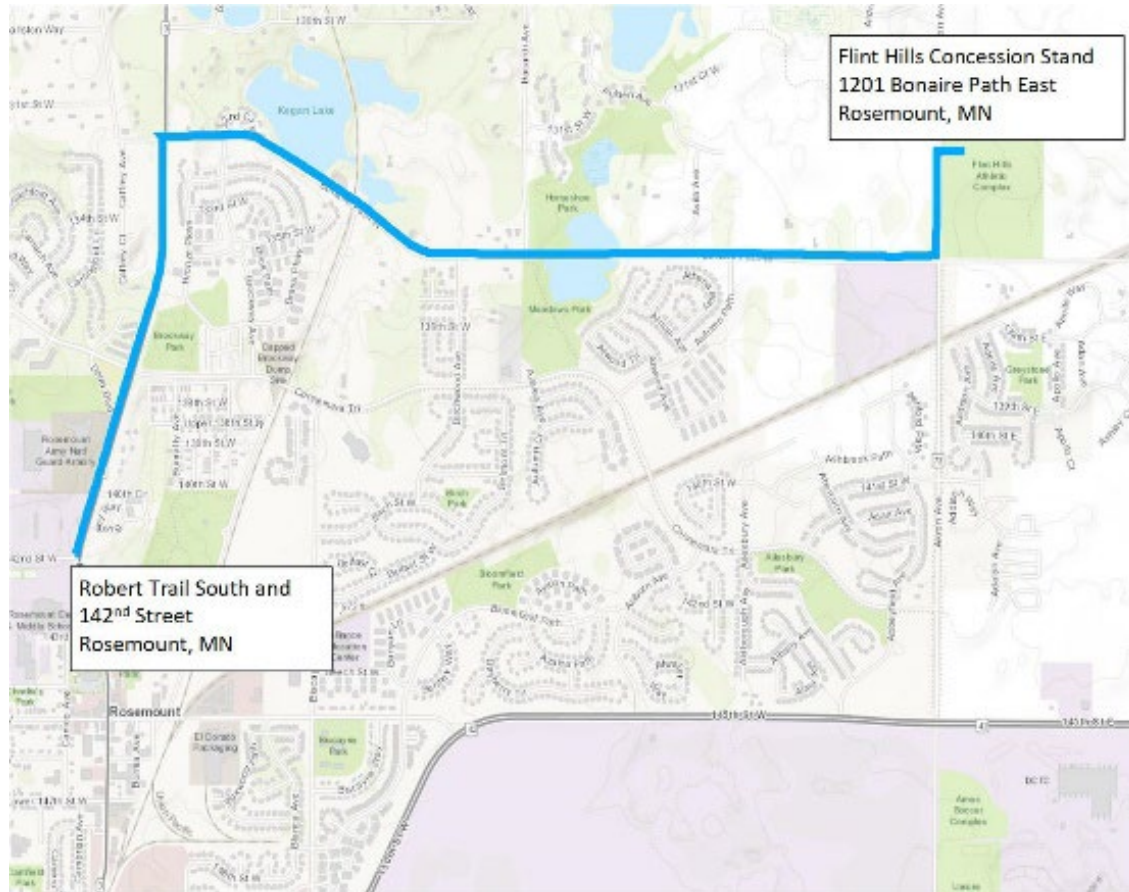
Segment 1:

Showing the fiber optic route between South Robert Trail Bonaire Path W to Akron Avenue and 145th Street



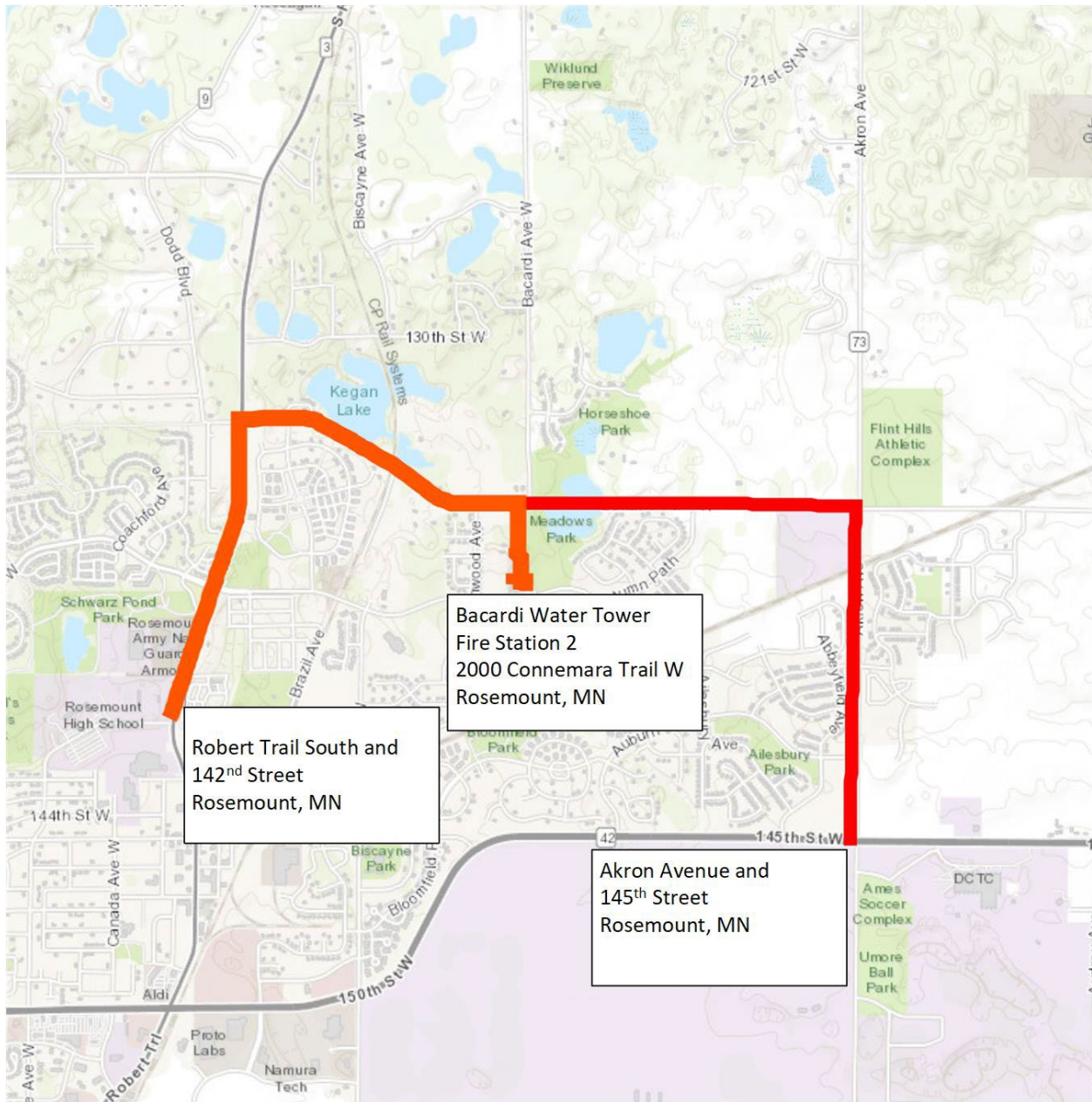
Segment 2:

Showing the fiber optic route between South Robert Trail Bonaire Path W to
Flint Hills Concession Stand



Segment 3:

Showing the fiber optic route between South Robert Trail Bonaire Path W to Bacardi Water Tower and Fire Station 2 at 2000 Connemara Trail West and ending at Akron Avenue and 145th Street



ATTACHMENT B

COST ALLOCATION AND PAYMENT LOGISTICS

Segment 1

This segment consists of one two-inch empty conduit and vaults installed and owned by the City of Rosemount and to be maintained by Dakota County. Dakota County will install 288 strands of fiber in existing City empty conduit.

The City is to provide the use of one two-inch empty conduit and vaults to the County in exchange for the County building 48 fibers of 288 fibers County-owned fiber to the Bacardi Water Tower, Fire Station #2, and 12 Flint Hills Concession Stand and ending at Akron Avenue and 145th Street.

Segment 2

This segment consists of the construction of 288 strands of fiber from NW of Robert Trail and 142nd Street Rosemount, Minnesota to the Flint Hills Park Concession Stand at 1201 Bonaire Path East, Rosemount, Minnesota 55124.

The City is allocated the following strands:

Strands 13-60 of 288F at NW of Robert Trail and 142nd Street West spliced to

Strands 13-60 of 288F at NW of Robert Trail and Connemara Trail West spliced to

Strands 13-60 of 288F at NW of Robert Trail and Bonaire Path West spliced to

Strands 13-60 of 288F at Bonaire Path West and Bacardi Ave West spliced to

Strands 13-60 of 288F at Bonaire Path West and Akron Avenue spliced to

Strands 1-2 of 12F spliced at Flint Hills Concession Stand

Flint Hills Concession Stand

1201 Bonaire Path East

Rosemount, MN 55068

Segment 3

This segment consists of installation of 288 strands of fiber from NW of Robert Trail and 142nd Street Rosemount, Minnesota to 144 strands of fiber into Bacardi Water Tower and Fire Station 2, 2000 Connemara Trail West, ending at Akron Avenue and 145th Street, Rosemount, Minnesota 55124.

The city is allocated the following strands:

Strands 13-60 of 288F at NW of Robert Trail and 142nd Street West spliced to

Strands 13-60 of 288F at NW of Robert Trail and Connemara Trail West spliced to

Strands 13-60 of 288F at NW of Robert Trail and Bonaire Path West spliced to

Strands 13-60 of 144F at Bonaire Path West and Bacardi Ave West spliced to

Bacardi Water Tower and Fire Station 2

2000 Connemara Trail West

Rosemount, MN

Strands 13-60 of 288F at Bonaire Path West and Bacardi Ave West spliced to

Strands 13-60 of 288F at Bonaire Path West and Akron Avenue spliced to

Strands 13-60 of 288F at SW 145th Street and Akron Avenue terminated in vault



Board of Commissioners

Request for Board Action

Item Number: DC-4502

Agenda #: 8.3

Meeting Date: 5/20/2025

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Granicus, Inc. For High-Definition Encoder And Closed Captioning

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with Granicus, Inc. for a high-definition encoder and closed captioning services.

SUMMARY

Dakota County utilizes a high-definition encoder and closed captioning in the boardroom for broadcasting meetings to the public. Granicus, Inc. provides online support, under contract, for this high-definition encoder and closed captioning services for each County Board meeting to remain compliant with requirements as defined under the Americans with Disabilities Act (ADA). To maintain this service, a one-year contract for services and a payment of \$54,893 for support services for high-definition encoding is necessary. The contract will provide up to 72 hours of closed captioning services through June 30, 2026.

RECOMMENDATION

Staff recommends the County Board authorize the Deputy County Manager to execute a contract for \$54,893 through June 30, 2026, with Granicus, Inc., for high-definition County Board meeting streaming and closed captioning.

EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient funding is available in the 2025 Information Technology budget.

- | | | |
|--|--|--------------------------------|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

WHEREAS, Dakota County utilizes a high-definition encoder and closed captioning in the boardroom for broadcasting meetings to the public; and

WHEREAS, Granicus, Inc. provides support under this contract for high-definition encoder and closed captioning services for each County Board meeting to continue to comply with requirements as defined under the Americans with Disabilities Act (ADA); and

WHEREAS, Staff recommend executing a contract with Granicus in the amount of \$54,893 to provide

services through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute the contract with Granicus, Inc., to provide a high-definition encoder and closed captioning services, payable from the 2025 Information Technology budget for \$54,893, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-432; 8/27/24

ATTACHMENTS

Attachment: Granicus Proposal

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: David McKnight

Author: Dan Ferber

Granicus Proposal for Dakota County MN

ORDER DETAILS

Prepared By: Esteban Bonilla
Phone:
Email: esteban.bonilla@granicus.com
Order #: Q-418437
Prepared On: 21 Apr 2025
Expires On: 30 Jun 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Jun 2025
Period of Performance: 01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Encoding Appliance Hardware (Managed)	Annual	1 Each	\$4,864.55
Upgrade to SDI 720p Streaming	Annual	1 Each	\$4,422.30
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,768.94
Government Transparency Suite	Annual	1 Each	\$11,055.80
Recurring Captioning Services	Annual	72 Hours	\$14,860.80
Open Platform Suite	Annual	1 Each	\$0.00
Meeting Efficiency Suite	Annual	1 Each	\$7,960.18
Citizen Participation Suite	Annual	1 Each	\$7,960.18
SUBTOTAL:			\$52,892.75

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none">• All Meetings will incur one hour minimum.• Cancellations within 24 hrs. will be charged 1 hour minimum.• Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum.• Real Time Captions are provided at an 98% accuracy readability rating• Recurring Caption hours not used in the period of performance will not carry over to the following year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Solution	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)

Solution	Description
Citizen Participation Suite	<p>The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:</p> <ul style="list-style-type: none"> • Unlimited user signup • SpeakUp tool • eComment tool • Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings • Spam protection through CAPTCHA • Profanity filters • Role permissions for administrators • Idea module • Discussion module • Forum module • Projects module • Survey module • Meetings module • Reporting on a module by module basis • Ability to request, speak, or comment on agenda items

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-418437 dated 21 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Dakota County MN to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-418437 dated 21 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Dakota County MN	
Signature:	
Name:	
Title:	
Date:	



Board of Commissioners

Request for Board Action

Item Number: DC-4548

Agenda #: 9.1

Meeting Date: 5/20/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

2025 Appointments To Minnesota Valley Transit Authority Board And Technical Work Group

PURPOSE/ACTION REQUESTED

Appointment of one representative and one alternate to the Minnesota Valley Transit Authority (MVTA) Board and the appointment of one representative to the MVTA Technical Work Group.

SUMMARY

By Resolution No. 25-165 (March 25, 2025), the Dakota County Board of Commissioners acted to join the Board of MVTA and agree to the terms of its current joint powers agreement (JPA) (Attachment: Joint Powers Agreement). As a condition of the JPA, each member shall appoint one commissioner, one alternate commissioner and a representative for the Technical Work Group. The commissioner must be a member of the Board, while the alternate may be selected from outside the Board. The representative to the Technical Work Group shall be selected from County staff.

RECOMMENDATION

Staff recommends that individuals be appointed to the Board and Technical Work Group of MVTA for 2025 in accordance with the terms of its JPA.

EXPLANATION OF FISCAL/FTE IMPACTS

☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints the following representatives to the Minnesota Valley Transit Authority (MVTA) Board of Commissioners and Technical Work Group for 2025:

Board of Commissioners: Commissioner Hamann-Roland
Alternate, Board of Commissioners: Commissioner Droste
Technical Working Group: Joe Morneau

PREVIOUS BOARD ACTION

25-165; 3/25/25

ATTACHMENTS

Attachment: Joint Powers Agreement

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
- ☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Joe Morneau

THIRD AMENDED AND RESTATED

JOINT POWERS AGREEMENT OF

THE MINNESOTA VALLEY TRANSIT AUTHORITY

THIS THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement") is by and among the Cities of Apple Valley, Burnsville, Eagan, Prior Lake, Rosemount, Savage, and Shakopee ("Cities") municipal corporations organized under the laws of the State of Minnesota, and Dakota County and Scott County ("Counties"), political subdivisions under the laws of the State of Minnesota. This Agreement amends, restates and replaces the Minnesota Valley Transit Authority ("MVTA") Second Amended and Restated Joint Powers Agreement adopted in October 2012. The Agreement is made pursuant to the authority conferred upon the Parties by Minnesota Statutes, Sections 473.384, 473.388, and 471.59 and related statutes.

WHEREAS, since 1990, the MVTA has operated as a legislatively-authorized "opt-out" provider of Metropolitan Transit Service in and for the areas of cities that have been members of the MVTA;

WHEREAS, the Cities of Prior Lake and Shakopee seek to add their public transit services to the MVTA by becoming members of the MVTA and continue the provision of high quality transit services to their customers through the MVTA;

WHEREAS, the MVTA, by and through its board and constituent members, seeks to add Prior Lake and Shakopee as new MVTA members and incorporate their public transit services and customer service areas into the MVTA while maintaining high quality services to those customers in Prior Lake and Shakopee as well as to those in the MVTA's service area existing prior to this merger of transit services; and

WHEREAS, the MVTA also seeks to amend the Agreement to simplify the process under this Agreement of future addition or subtraction of MVTA members.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants contained herein, it is hereby agreed by and among the Cities and Counties:

1. **Name.** The name of this joint powers organization is the Minnesota Valley Transit Authority, also known as the MVTA.

2. **Purpose.** The purpose of this Agreement is to provide public transit service in and for persons within the Cities and within the Metropolitan Area pursuant to Minnesota Statutes, Sections 473.388, 473.384, 471.59 and related statutes.

3. **Definitions.**

(A) "MVTA" means the organization created by this Agreement.

(B) "BOARD" means the Board of Commissioners of the MVTA.

(C) “MVTA BOND BOARD” means the board established under Section 6 of this Agreement.

(D) “METROPOLITAN COUNCIL” means the Metropolitan Council as established by Minnesota Statutes, Section 473.123.

(E) “PARTY” or “PARTIES” means any one or more of the Cities or Counties that has entered into this Agreement, and cities or counties that may become Parties subsequent to the effective date of this Third Amended and Restated Agreement. Each Party to the Agreement is a member of the MVTA.

(F) “TECHNICAL WORK GROUP” is a committee consisting of one staff member of each City and County represented on the Board, which shall act as technical advisors to the Board.

4. **Party Addition or Withdrawal.** After the effective date of this Agreement, if new Parties join the MVTA or existing Parties withdraw and no other amendment is made to this Agreement at the time, the following process shall be used for such addition or withdrawal. New MVTA Parties shall be added to this Agreement upon the filing with the MVTA of a resolution duly adopted by the new Party or Parties agreeing to the terms of this Agreement, as it may be amended from time to time, and upon the filing of a resolution by each then existing MVTA Party, approving the addition of the new Party. All such resolutions shall be attached and become a part of this Agreement. Party withdrawal shall be effectuated in accordance with paragraph 11 of this Agreement. Upon the effective date of such withdrawal, the notice of withdrawal shall be attached to and become a part of this Agreement. No change in governmental boundaries, structure, organizational status or character shall affect the eligibility of any Party to a member of the MVTA so long as such Party continues to exist as a separate political subdivision.

5. **Board of Commissioners.**

(A) Except as otherwise provided under Section 6 hereof, the governing body of the MVTA shall be its Board which will consist of a representative of each MVTA Party as provided in this Agreement. Each Party shall appoint one commissioner, one alternate commissioner, and a staff member who shall serve on the Technical Work Group. The alternate commissioner and the Technical Work Group member may be the same person. The commissioner appointed by each Party shall be a member of that Party’s governing body; the alternate commissioner need not be a member of the Party’s governing body. Each Party has one vote. If a Party’s commissioner is not present at a meeting of the Board of Commissioners, the alternate may vote. Metropolitan Council members who represent the Cities of the MVTA may serve as non-voting ex officio members of the Board. The terms of office of each commissioner and alternate commissioner shall be determined by the Party making the appointment. In January of each year, or as soon thereafter as the Party representatives to the Board are appointed, the Party shall provide to the MVTA in writing the name(s) of the appointed representative(s).

(B) A commissioner or alternate may be removed by the Party appointing the commissioner with or without cause.

(C) Commissioners and alternates shall serve without compensation from the MVTA.

(D) A majority of the MVTA commissioners (including alternates, in the absence of commissioners) shall constitute a quorum of the Board. Attendance by a quorum of the Board shall be necessary for conducting a meeting of the Board. The Board may take action at a meeting upon the affirmative vote of a majority of the commissioners present at a meeting,

(E) The Board may adopt Bylaws to govern its meetings.

(F) As the first order of business at the January meeting of each year, the Board shall elect a chair, a vice chair, a secretary-treasurer, and such other officers as it deems necessary to conduct its business and affairs. The current chair shall facilitate these elections. In the event that the current chair is no longer his/her Party's representative to the MVTA, the vice chair shall facilitate the election process. In the event that both the vice chair and chair are no longer its Party's representative to the MVTA, the Board shall decide on another Board member to preside over the elections. The newly-elected chair shall then preside over the remainder of the meeting, and all meetings henceforth until a new chair is elected. In no event may an alternate commissioner act as an officer of the Board in the absence of the commissioner who holds that office.

6. **MVTA Bond Board.**

(A) There is hereby established the board designated as the "MVTA Bond Board." The MVTA Bond Board shall consist of a representative of each MVTA Party, each of whom is a member of the respective Parties' governing body, and is each Party's appointed commissioner on the Board. If both the Board commissioner and the Board alternate appointed by a Party are members of that Party's governing body, only the designated commissioner shall represent that Party on the MVTA Bond Board. In no event shall any alternate commissioner on the Board serve in any capacity on the MVTA Bond Board. The terms of office of each member of the MVTA Bond Board shall be the same as their terms on the Board, determined by each Party as described in Section 5(A).

(B) The MVTA Bond Board may issue bonds or obligations on behalf of the Parties, under any law by which any Party may independently issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of the law under which the bonds or obligations are issued; provided that such bonds or obligations shall be issued only to carry out the powers and duties of MVTA described in Section 7 hereof.

(C) The MVTA Bond Board may issue bonds and obligations only in accordance with express authority granted by the action of the governing bodies of each Party, which bodies must each approve the Bond Board decision to issue bonds and obligations. The MVTA may not pledge the full faith and credit or taxing power of any Party to any bonds or obligations issued by the MVTA Bond Board. The bonds or obligations must be issued in the same manner and subject to the same conditions and limitations that would apply if the bonds or obligations were incurred by one of the Parties, provided that any reference to a governmental unit in the statute, law, or charter provision authorizing issuance of the bonds or obligations is considered a reference to the MVTA Bond Board.

(D) A member of the MVTA Bond Board may be removed by the Party appointing that member with or without cause; provided that if a member is removed from the MVTA Bond Board, that person shall also be deemed removed from the Board; and if a member is removed from the Board, that person shall be deemed removed from the MVTA Bond Board.

(E) The rules for compensation under section 5(C) and for a quorum under section 5(D) also apply to the MVTA Board.

(F) Bylaws adopted by the Board under Section 5(E) also apply to the MTVA Board.

(G) The officers of the MVTA Bond Board shall be the same as the officers of the Board described in Section 5(F).

7. Powers and Duties of the MVTA.

(A) General. The MVTA has the powers and duties to establish a program pursuant to Minnesota Statutes, Sections 473.384 and 473.388 to provide public transit service for persons within the Parties and on such routes within the Metropolitan Area that the MVTA may operate to provide such service pursuant to the authority granted the MVTA under Minnesota Statutes, Sections 473.384, 473.388, 16A.88, and other applicable statutes, if any. The MVTA shall have all powers necessary to discharge its duties.

(B) The MVTA may acquire, own, hold, use, improve, operate, maintain, lease, exchange, transfer, sell, or otherwise dispose of equipment, property, or property rights as deemed necessary to carry out the purposes of the MVTA.

(C) The MVTA may enter into such contracts to carry out the purposes of the MVTA.

(D) The MVTA may establish bank accounts as the Board shall from time to time determine.

(E) The MVTA may employ an executive director whose duties shall be to administer policies as established by the MVTA. The executive director shall be an employee of the MVTA. The MVTA shall hire and terminate personnel and provide for compensation, insurance, and other terms and conditions that it deems necessary.

(F) The MVTA may enter into a contract for management services.

(G) The MVTA may sue or be sued.

(H) The MVTA shall cause to be made an annual audit of the books and accounts of the MVTA and shall make and file the report to its Parties at least once each year.

(I) The MVTA shall maintain books, reports, and records of its business and

affairs which shall be available for and open to inspection by the Parties at all reasonable times.

(J) The MVTA may contract to purchase services from any one of the Parties.

(K) The MVTA may finance the acquisition of any real or personal property under a lease-purchase agreement pursuant to Minnesota Statutes, Section 465.71, including without limitation through issuance of certificates of participation in such lease (together, a "Financing Lease"); and each Party hereby expressly approves and authorizes any Financing Lease entered into by the MVTA on behalf of the Parties.

8. **Operating and Capital Costs, Budgets, and Financial Liability.** The MVTA shall have a fiscal year beginning January 1 and ending December 31. The executive director shall prepare an estimated budget for the next fiscal year including an estimate of expenditures, operating costs, capital costs and revenues and submit it to the Board for preliminary approval. The executive director shall also submit the preliminary budget to the Parties for comment within thirty (30) days of the date of submittal. The budget shall be deemed approved by a Party unless the Party objects to the preliminary budget within said thirty (30) days. The Board shall approve, or approve as modified, a final budget and submit the final budget by December 15 to the Metropolitan Council for approval. The Board may adjust the budget from time to time on the basis of actual costs incurred or changes in estimated revenue or expenditures. In the event of an adjustment of the budget, the Board shall furnish to each Party a computation of the adjustment.

9. **Indemnification.** Except as may be otherwise provided in this Agreement, the Parties transfer to the MVTA all responsibility and control for actions taken pursuant to this Agreement. The MVTA shall defend and indemnify the Parties, and their officers, elected officials, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of the acts or omissions of the Joint Powers Board or the Bond Board in carrying out the terms of this Agreement or acts or omissions otherwise occurring in the course of carrying out MVTA operations. This Agreement does not constitute a waiver of the limitations of liability set forth in Minnesota Statutes, Section 466.04. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith. To the fullest extent permitted by law, actions by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a (a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another party. The parties to this Agreement are not liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for such acts or omissions of the other Parties.

10. **Insurance.** The MVTA shall purchase liability insurance coverage to cover the activities of the MVTA. The MVTA shall provide all Parties with copies of the liability insurance coverage documents. The liability insurance coverage shall provide all Parties with sixty (60) days notice of cancellation, material change or termination of coverage. In the event the liability

insurance coverage is cancelled, or otherwise becomes unavailable, the MVTA shall procure similar liability insurance coverage from another entity. The MVTA shall purchase insurance in addition to liability insurance in such amounts and on such terms as the MVTA shall determine.

11. **Duration of Agreement.** This Agreement shall continue in force from the effective date of this Agreement from year to year, subject to termination by all Parties. Withdrawal by any Party or Parties shall not affect the duration of this Agreement unless and until all Parties duly terminate this Agreement and dissolve the MVTA. Party withdrawal shall be initiated by serving written notice upon the MVTA no later than February 15th of the year at the end of which such Party withdrawal is to be effective. Withdrawal from the Agreement by any Party at the end of the calendar year shall not affect the obligation of that Party to perform the Agreement during the period it remains a Party to the Agreement. Withdrawal of any Party or termination of the Agreement by all Parties shall not terminate or limit any liability, contingent, asserted or unasserted, of any Party arising out of that Party's participation in the Agreement. In the event a Party withdrawal or other change renders one or more provisions of this Agreement inapplicable, those inapplicable provisions shall be severed from the Agreement and the balance of the Agreement shall remain in full force and effect.

12. **Distribution of Assets.**

(A) In the event of the withdrawal of any Party from this Agreement and subject to the return of assets set forth in subparagraph 10.1 of that certain Agreement to Consolidate Public Transit Services dated September 9, 2014, attached as Exhibit A, the withdrawing Party shall not be reimbursed for or be entitled to the return of any costs incurred for, or contributions of property made to, the MVTA. The MVTA and the withdrawing Party shall do all things necessary to effectuate promptly the reimbursement or other form of property transfer agreed upon. The withdrawing Party shall be responsible for all reasonable costs incurred by the MVTA in effectuating the reimbursement or property transfer.

(B) In the event of termination of this Agreement by all Parties, all of the assets that remain, if any, after payment of debts and obligations that are not required by terms of state statutes, federal statutes, or contracts with the Metropolitan Council or federal agencies to be available for regional use for transit purposes or to be transferred to the Metropolitan Council or federal agencies, shall be distributed among the Parties to this Agreement immediately prior to its termination in accordance with the following formula: Each Party shall receive that percentage of remaining assets determined by dividing the total then current asset value the receiving Party contributed to the MVTA by the total remaining asset value contributed by all the Parties that are Parties to this Agreement immediately prior to its termination.

(C) The amount of the distribution to any Party pursuant to this Agreement, including upon withdrawal, shall be reduced by any amounts owed by the Party to the MVTA.

13. **Effective Date.** This Agreement shall be in full force and effect when all Parties sign this Agreement as amended and restated herein. This Agreement may be signed in counterpart. The signed Agreement shall be filed with the executive director, who shall notify all

Parties at the earliest Board meeting of its effective date.

IN WITNESS WHEREOF, the undersigned government units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, Section 471.59.

Adopted this 14th day of August, 2014.

CITY OF APPLE VALLEY

By: *Mayor Amanda Roland*

Its: Mayor

ATTEST:

By: *Stephanie Marshall*

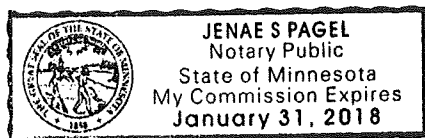
Its: Deputy City Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this 14th day of August, 2014, before me a Notary Public within and for Dakota County, Minnesota, personally appeared the Mayor and Deputy Clerk of the City of Apple Valley, Dakota County, Minnesota, known to be the persons described in and who executed the foregoing instrument and acknowledged that said instrument was signed and sealed as their free act and deed with the authorization and under the direction of the City Council of the City of Apple Valley, Dakota County, Minnesota.



Jenae Pagel
Notary Public

Adopted this 2nd day of September, 2014

CITY OF BURNSVILLE

By: _____

Its: Elizabeth B. Kautz, Mayor

By: _____

Its: Heather A. Johnston, City Manager

STATE OF MINNESOTA

SS.

COUNTY OF DAKOTA

On this 12th day of September, 2014, before me a Notary Public within and for said County personally appeared Elizabeth B. Kautz and Heather A. Johnston, to be personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Manager of the CITY OF BURNSVILLE, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council, and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

(SEAL)

Margaret E. McNeal
NOTARY PUBLIC



Adopted this 19 day of August, 2014

CITY OF EAGAN

By: Mike Magline

Its: Mayor

ATTEST:

By: Christina M. Sejin

Its: Clerk

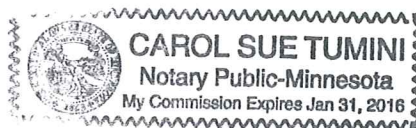
STATE OF MINNESOTA

ss.

COUNTY OF DAKOTA

On this 19 day of August, 20 14, before me a Notary Public within and for said County personally appeared Mike Magline + Christina M. Sejin, to be personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the CITY OF EAGAN, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council, and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Carol Tumini
Notary Public



Adopted this 11th day of August, 2014

CITY OF PRIOR LAKE

By: _____

Its: _____

ATTEST: _____

By: _____

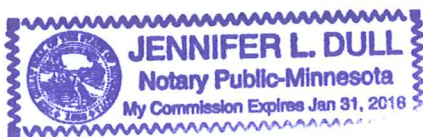
Its: _____

STATE OF MINNESOTA

SS.

COUNTY OF SCOTT

On this 11th day of August, 20 14, before me a Notary Public within and for said County personally appeared fit and _____, to be personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the CITY OF PRIOR LAKE, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council, and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.



[Handwritten signature in blue ink]

Adopted this 2nd day of September, 2014

CITY OF ROSEMOUNT

By: William H. Ruotolo

Its: Mayor

ATTEST:

By: Chris Fisher

Its: city clerk

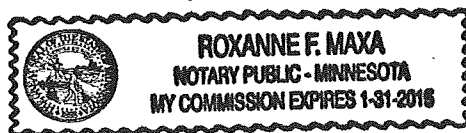
STATE OF MINNESOTA

ss.

COUNTY OF DAKOTA

On this 4th day of Sept 2014, before me a Notary Public within and for said County personally appeared fit and _____, to be personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the CITY OF ROSEMOUNT, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council, and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Roxanne F. Maxa



Adopted this 18th day of Aug, 2014

CITY OF SAVAGE

By: Janet Williams Janet Williams

Its: Mayor

ATTEST:

By: Barry A. Stock

Its: City Administrator

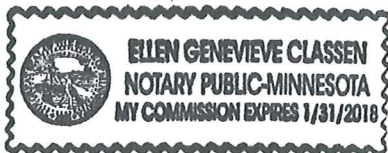
STATE OF MINNESOTA

ss.

COUNTY OF SCOTT

On this 18th day of Aug, 2014, before me a Notary Public within and for said County personally appeared fit and _____, to be personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the CITY OF SAVAGE, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council, and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Ellen Classen



DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

By: [Signature]
 Its: Physical Development Director / Date

COUNTY BOARD RESOLUTION:

No: 14-412 Date: 8-26-14

C 002 40 96-1

APPROVED AS TO FORM:

By: Karen Schaffer 9/2/14
 Its: Assistant County Attorney / Date

KS 2014 145


By: [Signature]
 Its: Chair, Board of Commissioners
 Date: 9/8/14

ATTEST


[Signature]
 Its: Clerk to the Board
 Date: 9/9/14

SCOTT COUNTY

RECOMMENDED FOR APPROVAL:

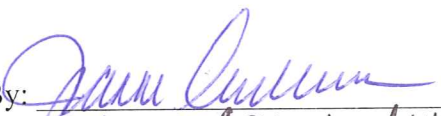
By: 
Its: County Board Chair

APPROVED AS TO FORM:

By: 
Its: County Administrator

COUNTY BOARD RESOLUTION:

No: 2014-156 Date: 9-9-14

By: 
Assistant County Attorney
Date: 10/3/14



Board of Commissioners

Request for Board Action

Item Number: DC-4457

Agenda #: 10.1

Meeting Date: 5/20/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Proclamation Of Emergency Medical Services Week In Dakota County May 19-25, 2025

PURPOSE/ACTION REQUESTED

Proclaim May 19-25, 2025, as Emergency Medical Services (EMS) Week in Dakota County.

SUMMARY

Pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. Ch. 145A, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents.

By Resolution No. 03-218 (April 22, 2003), the Board established the Emergency Medical Services (EMS) Advisory Council's membership, structure, and advisory role to the Dakota County Public Health Director. The mission of the Dakota County EMS Advisory Council is to assure prompt, quality and coordinated EMS to the citizens of Dakota County by providing high-quality care through training, community awareness, system improvement, and assuring best practices. EMS Council members include representatives from hospitals, ambulance providers, police, fire, medical directors, County emergency response staff, Dakota 911 and others including Allina, Health East, Burnsville, Hastings, North Air Care, South Metro Fire, Cannon Falls and Northfield EMS ambulance providers.

The EMS Advisory Council works collaboratively with the Public Health Department to enhance EMS services to Dakota County residents. On May 22, 2025, the Dakota County EMS awards will be presented (Attachment: Award Recipients).

OUTCOMES

The Dakota County EMS Council had several notable achievements in 2024:

- Sponsored attendance at conference and training opportunities for EMS Council members.
- Planned and executed bleeding control trainings for first responders in December 2024.
- Awarded scholarships to two graduating high school seniors pursuing careers in EMS.

The Dakota County EMS Council is working on the following 2025 goals:

- Participate in a full-scale exercise hosted by the Dakota County Exercise Design Team.
- Explore ways to integrate EMS and Public Health projects and programs.
- Ensure the continued training and development of EMS personnel in Dakota County.
- Explore and implement ways to communicate EMS programs to residents to increase awareness of EMS functions.

- Recognize EMS week and acknowledge EMS awards for citizens and first responders.
- Ensure the continued training and development of EMS personnel in Dakota County.

RECOMMENDATION

Staff recommends that the Dakota County Board of Commissioners proclaims EMS Week in Dakota County, May 19-25, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

- ☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. Ch. 145A, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, by Resolution No. 03-218 (April 22, 2003), the Board established the Emergency Medical Services (EMS) Advisory Council's membership, structure, and advisory role to the Dakota County Public Health Director; and

WHEREAS, the mission of the Dakota County EMS Advisory Council is to assure prompt, quality and coordinated EMS to the citizens of Dakota County by providing high-quality care through training, community awareness, system improvement, and assuring best practices; and

WHEREAS, EMS Council members include representatives from hospitals, ambulance providers, police, fire, medical directors, County emergency response staff, Dakota 911, and others, including Allina, Health East, Burnsville, Hastings, North Air Care, South Metro Fire, Cannon Falls and Northfield EMS ambulance providers; and

WHEREAS, the EMS Advisory Council works collaboratively with the Public Health Department to enhance EMS services to Dakota County residents; and

WHEREAS, on May 22, 2025, the Dakota County EMS awards will be presented.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims May 19-25, 2025, as Emergency Medical Services Week in Dakota County by recognizing the value of emergency medical service providers in Dakota County.

PREVIOUS BOARD ACTION

03-218; 4/22/03

ATTACHMENTS

Attachment: Award Recipients

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACTS

Department Head: Gina Pistulka

Author: Amalia Roberts

2025 EMS Award Recipients

Outstanding EMS Response

1. On March 17th, 2025, a 3-year-old child was riding a scooter on the sidewalk in his neighborhood. A vehicle that was parked in the driveway of a neighbor's home had started to roll backwards from an inclined driveway, without an occupant in the vehicle. This vehicle rolled over the child and continued rolling for 12 feet while dragging the child underneath the vehicle from the sidewalk to the street.

911 was called and Eagan Fire Department were the first to arrive finding bystanders attempting to lift the vehicle off the child. Captain Miller was able to confirm that the child was breathing but trapped underneath the car with the rear tire on the child's helmet. Captain Miller, Firefighters Kindelspire and Morris worked quickly to prepare lifting the vehicle off the child. Using a spreader extrication tool, they lifted the vehicle off the child while simultaneously placing cribbing to capture progress of the lift. Firefighters completed this in under 3 minutes of their arrival. Paramedics arrived, then transported the child within 4 minutes to Regions Hospital with no cranial fractures.

Eagan Fire Department

Nate Miller

Rob Morris

Nick Kindelspire

Kevin Teat

Jacob Cordt

Amy Reding

Mike Winters

M Health Fairview EMS

Loyan Dennis

Logan Enderson

2. On the morning of January 23, 2025, Firefighter Bruce Sword began experiencing chest pain while on duty. He approached the paramedics and asked them for a 12 lead ECG assessment. During the assessment, he went into cardiac arrest. The paramedics and firefighters jumped into action quickly to perform life-saving measures. They rapidly transferred him into a cot and began performing CPR and other forms of cardiac arrest care. The patient was then transported to Regions Hospital, and he made a full recovery and left the hospital 4 days later with no lasting neurological damage.

M Health Fairview EMS

Kyle Konkel

Wesley McDonald

Rosemount Fire Department

Will McDonald

Matt Ausmus

Dave Nowlin

Chad Ganfield

3. On 3/10/2025 at 11:37PM, South St. Paul officers responded to a medical call involving a 24-year-old female who was in labor in South St. Paul. The patient was home alone and unable to get in contact with her family to help her. Officers arrived and found the patient in bed who was visibly distressed. The officers coached the patient through the process and manually delivered a healthy baby girl named Journey. Upon delivery, officers continued medical care for both patients, cleaning and clearing the baby's airway, and assisted South Metro Fire personnel with further care. As the mother was not able to get in contact with her family due to the time of night, responding officers also went above and beyond to make personal notification at the residence of the patient's family to notify them of the wonderful news. It is not every day that police help bring a child into the world. The officers and paramedics who responded to this displayed incredible professionalism and a great understanding of medical aid to assist in successfully delivering a baby.

South St. Paul Police Department

Jered Deal

Peter Harris

Dylan Christensen

South Metro Fire Department

MacKenzie Asp
Brandon Buckley
Peter Friend
Jared Rorabeck
Pat Noack

4. On April 11th, 2024, at 07:53 AM, Mary Watry responded to a call for service on the 2000-block of 78th St E, Inver Grove Heights, involving a 69-year-old male who was found unresponsive by his daughter and wife. Following established emergency medical dispatch protocols, Mary expertly guided the reporting party through CPR instructions, ensuring that chest compressions were being performed correctly. Throughout the call, Mary remained calm, composed, and reassuring, providing continuous encouragement to the caller to maintain the compressions until emergency responders arrived to take over. The patient was subsequently transported, placed on an ECMO machine, and made a full recovery. The pre-arrival CPR instructions provided by Mary were undoubtedly instrumental in the successful outcome for this patient.

Dakota 911

Mary Watry

5. On August 6, 2024, at 12:35 PM, Tori Bourdages received a call for service on the 12000-block of Lock Blvd in Nininger Township, regarding a male individual who had lost consciousness and was exhibiting abnormal breathing. During the assessment and while following emergency medical dispatch protocols, it was determined that the patient was possibly not breathing, prompting the initiation of CPR. Tori also continued to provide updates throughout the call to help direct responders to the patient. Upon their arrival, responders continued CPR, and after defibrillation, a pulse was successfully restored. By the time the patient arrived at the hospital, he was able to communicate with the medical team.

Dakota 911

Tori Bourdage

6. On November 23rd, 2024, at 01:35 AM, Alyssa Stadtler responded to an emergency call on Interstate 35E in Apple Valley. The caller reported that her husband had lost consciousness while they were enroute to the hospital. Utilizing emergency medical dispatch protocols, Alyssa quickly assessed the situation and determined that the patient was not breathing, necessitating immediate CPR. Alyssa calmly guided the caller through the process of removing the patient from the vehicle and provided clear, step-by-step CPR instructions. Throughout the call, Alyssa offered continuous support, encouraging the caller and counting along with her as she performed chest compressions. She remained on the line until emergency responders arrived and took

over care. Upon their arrival, the patient was defibrillated and transported to the hospital, where they recovered and were subsequently discharged. Alyssa's exceptional handling of this critical situation undoubtedly contributed to the successful outcome and the patient's recovery.

Dakota 911

Alyssa Stadtler

Outstanding EMS Action by a Citizen

YMCA Lifeguard- Lauren LeMay, Hastings

On 11/12/24 Lauren was working at the YMCA as a lifeguard when she saw a member who had been swimming laps get out of the pool and start walking over to the whirlpool area when he collapsed. Lauren rushed over to him and called emergency in the pool over her radio. She next noticed the member was not breathing and did not have a pulse and then directed help to call 911. The AED was placed on the member and CPR was started. One shock was delivered prior to EMS arrival. When EMS arrived, the member was awake and talking. Other staff there told me that Lauren took control of the scene immediately by directing others who were assisting. The member was transported to the hospital and was discharged with an implanted defibrillator. The member's life was saved by the quick actions of Lauren.



Board of Commissioners

Request for Board Action

Item Number: DC-4488

Agenda #: 10.2

Meeting Date: 5/20/2025

DEPARTMENT: Veterans Services

FILE TYPE: Consent Action

TITLE

Annual Appropriation To Dakota County Veterans Service Organizations In Support Of 2025 Memorial Day Events, Activities, Or To Purchase Items To Support Memorial Day

PURPOSE/ACTION REQUESTED

Appropriate 2025 funds to Veterans Service Organizations within Dakota County to support Memorial Day events, activities, or to purchase items to support Memorial Day.

SUMMARY

Pursuant to Minn. Stat. § 375.35, the County Board has authority to appropriate annual funds to each post of a recognized military service persons' organizations or society, holding charter from Congress or incorporated in MN, organized and existing in Dakota County, to defray Memorial Day expenses. If restrictions prevent Veterans Service Organizations from holding or sponsoring Memorial Day events, funds can be utilized to purchase items to support Memorial Day, including flags or plaques, etc. that honor and commemorate military personnel.

As in past years, staff recommends that each Veterans Service Organization within Dakota County listed below receive \$100, for a total appropriation \$2,200, for its use in funding Memorial Day activities or to purchase items to support Memorial Day in the organization's community. Memorial Day is observed on Monday, May 26, 2025.

- Apple Valley American Legion Post 1776
- Apple Valley VVA Chapter 363
- Burnsville American Legion Post 1700, Patrick Kopp Post
- Burnsville VFW Post 5833, Glen C Turner Post
- Eagan American Legion Post 594, Daniel R. Olsen Post
- Farmington American Legion Post 189, Clifford Larson Post
- Farmington Sypal-Lundgren VFW Post 7662
- Hastings AMVETS Post 10
- Hastings Lyle Russell VFW Post 1210
- Hastings American Legion Post 47, Nelson-Lucking Post
- Inver Grove Heights Legion Post 424
- Lakeville American Legion Post 44, John Vessey Post
- Lakeville VFW Post 210, Oscar & John Soberg Post
- Mendota AMVETS 1, Raymond T. Furlong-Zigmund Post
- Mendota VFW Post 6690, Vasatka-Goers Post

- Minnesota DAV South Metro Chapter 40
- Rosemount American Legion Post 65
- Rosemount VFW Post 9433
- South St. Paul Abner Rude American Legion Post 481
- South St. Paul Military Order of the Purple Heart Chapter #5
- South St. Paul VFW Post 295, Gallagher-Hansen Post
- West St. Paul Challenger American Legion Post 521

OUTCOMES

Veterans Service Organizations will contribute to community engagement by holding activities to benefit both the military and general community. Veterans will be recognized for their service and contributions to the community.

RECOMMENDATION

Staff recommends appropriation of funds to Veterans Service Organizations within Dakota County to support Memorial Day events, activities, or to purchase items to support Memorial Day.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding is included in the 2025 Veterans Services Budget.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, pursuant to Minn. Stat. § 375.35, the County Board has authority to appropriate annual funds to each post of a recognized military service persons' organizations or society, holding charter from Congress or incorporated in MN, organized and existing in Dakota County, to defray Memorial Day expenses; and

WHEREAS, as in past years, staff recommends that each Veterans Service Organization within Dakota County listed below receive \$100, for a total appropriation of \$2,200, for its use in funding Memorial Day activities or to purchase items to support Memorial Day in the organization's community:

- Apple Valley American Legion Post 1776
- Apple Valley VVA Chapter 363
- Burnsville American Legion Post 1700, Patrick Kopp Post
- Burnsville VFW Post 5833, Glen C Turner Post
- Eagan American Legion Post 594, Daniel R. Olsen Post
- Farmington American Legion Post 189, Clifford Larson Post
- Farmington Sypal-Lundgren VFW Post 7662
- Hastings AMVETS Post 10
- Hastings Lyle Russell VFW Post 1210
- Hastings American Legion Post 47, Nelson-Lucking Post
- Inver Grove Heights Legion Post 424
- Lakeville American Legion Post 44, John Vessey Post

- Lakeville VFW Post 210, Oscar & John Soberg Post
- Mendota AMVETS 1, Raymond T. Furlong-Zigmund Post
- Mendota VFW Post 6690, Vasatka-Goers Post
- Minnesota DAV South Metro Chapter 40
- Rosemount American Legion Post 65
- Rosemount VFW Post 9433
- South St. Paul Abner Rude American Legion Post 481
- South St. Paul Military Order of the Purple Heart Chapter #5
- South St. Paul VFW Post 295, Gallagher-Hansen Post
- West St. Paul Challenger American Legion Post 521

; and

WHEREAS, Memorial Day is observed on Monday, May 26, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to appropriate funds in the amount of \$100 to each of the Veterans Service Organizations within Dakota County listed in the above Resolution summary, for a total appropriation of \$2,200, to support Memorial Day events or activities, or to purchase items to support Memorial Day, 2025.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACTS

Department Head: Lisa Thomas

Author: Lisa Thomas



Board of Commissioners

Request for Board Action

Item Number: DC-4351

Agenda #: 10.3

Meeting Date: 5/20/2025

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With School Districts For Interagency Early Intervention Services

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with each of the Dakota County school districts, including Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6, to purchase services from Dakota County that enhance interagency early intervention services for young children with, or at risk of developing, developmental delays.

SUMMARY

Dakota County Social Services - Children and Family Services and Dakota County Public Health partner with Dakota County school districts to provide interagency early intervention services to young children with, or at risk of developing, developmental delays. The Minnesota Department of Education allocates federal Individuals with Disabilities Education Act (IDEA) Part C funding to each school district based on the number of children identified for early intervention services.

Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 jointly have indicated their intent to continue using these funds to purchase services from Dakota County for early identification of developmental delays via Part C Mini Grants, services, and interagency service coordination (Attachment: Joint Powers Agreement). Social Services - Children and Family Services administers the Part C Mini Grant Program and coordinates regular meetings of the Interagency Early Intervention Collaborative (IEIC). Public Health provides home visits supported through the IDEA Part C allocation through their Maternal and Child Health (MCH) program. This allocation supplements the MCH program grant funds and revenue generated from health insurance and Medical Assistance for home visiting.

Dakota County is estimated to receive a total of \$213,190.76 over a two-year period from the school districts noted above for services provided during the term of the JPA as follows:

- Independent School District 191: $\$16,069.65 \times 2 = \$32,139.30$
- Independent School District 192: $\$9,820.34 \times 2 = \$19,640.68$
- Independent School District 194: $\$15,712.55 \times 2 = \$31,425.10$
- Independent School District 195: $\$357.11 \times 2 = \714.22
- Independent School District 196: $\$32,139.30 \times 2 = \$64,278.60$
- Independent School District 197: $\$11,962.97 \times 2 = \$23,925.94$
- Independent School District 199: $\$5,713.66 \times 2 = \$11,427.32$

- Independent School District 200: $\$6,784.97 \times 2 = \$13,569.94$
- Special School District 6: $\$8,034.83 \times 2 = \$16,069.66$

The total received over the two-year timeframe will be allocated as follows:

- Dakota County Public Health: $\$63,381.26 \times 2 = \$126,762.52$
- Dakota County Social Services: $\$21,895.34 \times 2 = \$43,790.68$
- Part C Mini Grants: $\$20,742.95 \times 2 = \$41,485.90$
- Printing: $\$575.83 \times 2 = \$1,151.66$

*Please note: the amounts shown above are estimated amounts based on previous dollars awarded. Amounts listed above can be increased up to 10 percent without Dakota County Board approval.

OUTCOMES

How much? Thirty-one (31) families received Part C mini-grants in State Fiscal Year 2024 for respite care, developmental or cognitive tools, or assistive technology to support child development.

The Dakota County IEIC convened five (5) times in State Fiscal Year 2024 with an average attendance of 20 members per meeting.

How well? In State Fiscal Year 2024, 100 percent of Public Health, school service coordinators, and parents who submitted a mini-grant application received notification of the disposition of their application within 60 days of submitting a complete application.

Better off?

Part C Mini Grant funding provided respite for parents of children with special needs, and developmental, cognitive, and assistive technology tools for children identified as having a disability or presumptive disability through early intervention for children ages birth to three. Other Part C-funded activities included connecting families with the greatest needs to more intensive early intervention programs and funding when eligible.

One hundred (100) percent of families receiving a Part C Mini Grant in State Fiscal Year 2024 completed an Individualized Family Service Plan (IFSP) in partnership with school and public health professionals. The IFSP creates a tailored roadmap for referrals to early intervention assistance programs to aid in prevention and mitigation of further delays. IEIC meetings served as a resource for school staff and school-based mental health staff to make peer connections and problem solve the myriad of student, staffing, and mental health challenges that schools were facing related to COVID and the resulting impact experienced by students post-COVID.

RECOMMENDATION

Staff recommends authorization to execute a JPA with each of the Dakota County school districts for the purchase of interagency early intervention services from the Dakota County Community Services Division effective July 1, 2025 through June 30, 2027, or until completion by the parties of their respective obligations under the JPAs, whichever occurs first, unless earlier terminated by law or according to the provisions of the JPAs.

EXPLANATION OF FISCAL/FTE IMPACTS

The school districts will fund Dakota County costs, and services will be provided to the extent that funds remain available. These funds are included in the 2025 Public Health and Social Services Budgets and will also be included in the 2026 County Manager's Recommended Public Health and Social Services Budgets.

- ☐ None ☒ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, Dakota County Social Services - Children and Family Services and Dakota County Public Health partner with Dakota County school districts to provide interagency early intervention services to young children with, or at risk of developing, developmental delays; and

WHEREAS, the Minnesota Department of Education allocates federal Individuals with Disabilities Education Act (IDEA) Part C funding to each school district based on the number of children identified for early intervention services; and

WHEREAS, Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 jointly have indicated their intent to continue using these funds to purchase services from Dakota County for early identification of developmental delays via Part C Mini Grants, services, and interagency service coordination; and

WHEREAS, Social Services - Children and Family Services administers the Part C Mini Grant Program and coordinates regular meetings of the Interagency Early Intervention Collaborative; and

WHEREAS, Public Health provides home visits supported through the IDEA Part C allocation through their Maternal and Child Health (MCH) program; and

WHEREAS, this allocation supplements the MCH program grant funds and revenue generated from health insurance and Medical Assistance for home visiting; and

WHEREAS, Dakota County is estimated to receive a total of \$213,190.76 from the noted districts for services provided during the term of the JPA as follows:

- Independent School District 191: $\$16,069.65 \times 2 = \$32,139.30$
- Independent School District 192: $\$9,820.34 \times 2 = \$19,640.68$
- Independent School District 194: $\$15,712.55 \times 2 = \$31,425.10$
- Independent School District 195: $\$357.11 \times 2 = \714.22
- Independent School District 196: $\$32,139.30 \times 2 = \$64,278.60$
- Independent School District 197: $\$11,962.97 \times 2 = \$23,925.94$
- Independent School District 199: $\$5,713.66 \times 2 = \$11,427.32$
- Independent School District 200: $\$6,784.97 \times 2 = \$13,569.94$
- Special School District 6: $\$8,034.83 \times 2 = \$16,069.66$

; and

WHEREAS, the total received over the two-year timeframe will be allocated as follows:

- Dakota County Public Health: $\$63,381.26 \times 2 = \$126,762.52$
- Dakota County Social Services: $\$21,895.34 \times 2 = \$43,790.68$
- Part C Mini Grants: $\$20,742.95 \times 2 = \$41,485.90$
- Printing: $\$575.83 \times 2 = \$1,151.66$

; and

WHEREAS, let it be noted that the amounts shown above are estimated amounts based on previous dollars awarded, and amounts listed above can be increased up to 10 percent without Dakota County Board approval.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with each participating school district in Dakota County for health and human services related to interagency early intervention system services, effective July 1, 2025 through June 30, 2027, or until completion by the parties of their respective obligations under the joint powers agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of the joint powers agreement, subject to approval by the County Attorney's Office as to form, in the estimated amounts as follows:

- Independent School District 191: \$32,139.30
- Independent School District 192: \$19,640.68
- Independent School District 194: \$31,425.10
- Independent School District 195: \$714.22
- Independent School District 196: \$64,278.60
- Independent School District 197: \$23,925.94
- Independent School District 199 \$11,427.32
- Independent School District 200: \$13,569.94
- Special School District 6: \$16,069.66

; and

BE IT FURTHER RESOLVED, That although the specific amounts due from each district are determined based on final state allocations to the schools, a total of \$213,190.76 from the noted districts is anticipated; and

BE IT FURTHER RESOLVED, That the amounts listed above can be increased up to 10 percent without Dakota County Board approval.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

BOARD GOALS

- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACTS

Department Head: Nikki Conway

Author: Michelle Jensen

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT **_____**
FOR INTERAGENCY EARLY INTERVENTION SERVICES**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Independent School District No. **_____**, **_____** ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, the County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the School District desires to retain and compensate a qualified party to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the School District and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, this Agreement is recommended by the Dakota County Special Education Directors Advisory Committee on behalf of the following local school districts in Dakota County: Special School District No. 6, and Independent School Districts Nos. 191, 192, 194, 195, 196, 197, 199 and 200; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. **25-** **_____** authorized the County to enter into an agreement with the School District for the provision of Interagency Early Intervention Services by the County to the School District; and

WHEREAS, the School District is willing to retain the County to provide Interagency Early Intervention Services.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of Interagency Early Intervention Services by the County to the School District, as more fully described herein and in the attached Exhibit 1.

Article 2
TERM

This Agreement is effective on the date that the last party executes this Agreement ("Effective Date") through June 30, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement ("Expiration Date").

Article 3
COOPERATION

The County and the School District 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 dispute in an equitable and timely manner.

Article 4
PROVISION OF SERVICES

The County agrees to provide the services referenced below and in Exhibit 1 to the School Districts. All services are available to all districts, but individual districts will access varying levels of each service, dependent upon individual student and district need.

- 4.1. Service Coordination. Maternal Child Health Nurse service coordination will be provided to any child age birth to three (3) years old enrolled in an Early Childhood Special Education program. Maternal Child Health Nurses will provide consultation to school teams and home visiting as well as service coordination with particular emphasis on medically intensive children with multiple needs. A Maternal Child Health Nurse will assist families whose children are receiving early intervention services with resource and referral information. They will assist families in linking to community-based services to meet the needs of their child. They will serve as a liaison between the child's physician, medical specialist, private providers and the birth-to-three team. Maternal Child Health Nurses will attend their clients Individual Family Support Plan team meeting. Dakota County Public Health will provide the Dakota County IEIC a listing of assigned nurses to each school district Birth to Three Team.
- 4.2. Interagency Coordination and Service Coordination Consultation. Interagency coordination will be provided for the Dakota County Interagency Early Intervention Committee. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams. The Interagency Coordinator will serve as a liaison and representative to the Region 11 Interagency Early Intervention Committee and the local school districts. The Coordinator will develop and promote the goals for interagency early intervention services established by the Region 11 Interagency Early Intervention Committee, the local early intervention committee, and local school districts. This work is capped at a total of 455 hours for all interagency partners during the period of the Agreement.
- 4.3. Services Where No Funding Exists. Review of requests for Part C Services Where No Funding Exists grants will be managed for the school districts. Requests for funding received from designated Early Intervention Service Coordinators will be evaluated by the Interagency Coordinator to determine if Part C statutory requirements are met, and whether other services options exist. For those requests meeting criteria and budget, the Coordinator will issue the grants to the families and track use of the funds through assistance from school Service Coordinators to secure family expenditure reports and documentation.
- 4.4. Notification to County of termination of identified Services. County requires School District to notify the County regarding termination of identified Services one (1) year prior to the beginning of such services and no later than June 30 of the current school year.

If School District terminates this agreement after notifying County of identified services, as required in section 4.4, the School district will be liable for the coordination, use, and, if required, the paying back of any "Part C" funds, acquired through Minnesota State's Statewide Health Interagency Early Intervention Committee funding.

Article 5
REPORTING

- 5.1 Dakota County's Public Health Department will report their child count for Calendar Year to the Interagency Coordinator by March 1.

Article 6
COMPENSATION

- 6.1 Total Compensation. The School District shall pay the County an amount not to exceed _____ (\$ _____) ("Agreement Maximum") for the services described herein. In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by the School District to the County on a prorated basis for the services furnished prior to termination of the Agreement.

Note: Should School District be notified that "Part C" funds, acquired through Minnesota State's Statewide Health Interagency Early Intervention Committee funding has been increased, School District shall pay the County the increased amount up to 10% of the Agreement Maximum with no amendment necessary to this Agreement. If the increased amount exceeds 10%, the parties will need to seek authorization to amend this Agreement.

- 6.2 Invoices. The County shall, within fifteen (15) working days following June 30, submit an invoice and request for payment on an invoice form acceptable to the School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice. The School District shall notify the County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected.

Article 7
PROPERTY

Upon termination of this Agreement, any property or surplus funds acquired as a result of the School District's compensation to the County shall be returned to the School District after the purpose of this Agreement has been completed.

Article 8
LIABLE FOR OWN ACTS

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.

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 the aforementioned indemnity 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. 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 Article 8 shall survive the expiration or termination of this Agreement.

Article 9
INDEPENDENT CONTRACTOR

The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under the School District. The County also acknowledges and agrees that no withholding or deduction for state or federal

income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10
DATA PRACTICES AND PRIVACY

- 10.1 Minnesota Government Data Practices Act (MGDPA). 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 and the Minnesota Rules implementing the Act now in force or hereafter adopted. The County and the School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.
- 10.2 Health Insurance Portability and Accountability Act (HIPAA). The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by the County. Nothing in this Agreement will create obligations under HIPAA for the County or School District unless mandated by HIPAA.

Article 11
TERMINATION

- 11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days' written notice of intent to terminate..
- 11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.

Article 12
GENERAL

- 12.1 Notices. The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

[REDACTED], Superintendent of Schools
Independent School District [REDACTED]

[REDACTED]
[REDACTED]

Phone: [REDACTED]
Email: [REDACTED]

To the County:

Marti Fischbach

Community Services Director
Dakota County Community Services
1 Mendota Road W, Suite 500
West St. Paul, MN 55118-4773
651-554-5742
Marti.Fischbach@co.dakota.mn.us

- 12.2 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 as named in Article 12.1.
- 12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 12.4 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.
- 12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.
- 12.8 Contract Interpretation and Construction. The parties acknowledge they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.
- 12.9 Entire Agreement. Exhibit 1 is attached and incorporated into this Agreement. By signing this Agreement, the School District acknowledges receipt of Exhibit 1. If there is a conflict between any part of Exhibit 1 and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, Exhibit 1 will be construed and constructed to supplement, rather than conflict with, this Agreement, unless such construing or construction results in ambiguity. This Agreement is the entire agreement for the provision of the Interagency Early Intervention Services between the School District and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

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 WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

School Board Resolution No.

By _____

Approved as to form:

Title Community Services Director

Date of Signature _____

Assistant County Attorney/Date

File No. KS-

FOR THE SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title _____

Date of Signature _____

Exhibit 1

Contract Deliverables Interagency Coordination

1. Facilitate meetings of the Dakota County Interagency Early Intervention Committee (IEIC).
 - Provide e-mail or written notification of meetings and agendas to IEIC members.
 - Facilitate and provide leadership at IEIC meetings.
 - Assist in identifying IEIC goals.
 - Record and distribute minutes to IEIC members.
 - Obtain and distribute issue-related background information to IEIC members as directed by the Committee or independently.
 - Develop an annual IEIC Performance Plan and overall Part C budget on behalf of the Dakota County IEIC.
 - Follow through with specific directives of the IEIC.
 - Assist in determining the needs of families and professionals within Dakota County for specialized technical assistance.
 - Coordinate in-services and resource development for professionals serving birth through five-year-olds with developmental and behavioral delays and their parents.
 - Survey members annually for needs and concerns.
 - Use group discussion or survey to identify issues to be addressed in the coming year.
 - Assist in determining priorities and assigning tasks to members.
 - Maintain current membership lists for all IEIC committees.
2. Coordinate the distribution of informational and outreach materials through the Dakota County Interagency Early Intervention Committee.
3. Attend and serve as a liaison to the Region 11 Interagency Early Intervention Committee.
 - Report information gathered from the Region 11 meetings and communications to the Dakota County IEIC.
 - Provide input to state early intervention interagency staff and to the Region 11 Interagency Early Intervention Committee regarding Dakota County IEIC issues, concerns, and recommendations.
4. Prepare an annual report for the Special Education Directors including:
 - Region 11 Interagency Early Intervention Committee compliance with Minn. Stat. § 125A.30 and PL 99-457, and
 - Summary of Region 11 and Dakota County Interagency Early Intervention Committee activities.
5. Provide Service Coordination Consultation Services to School District Staff and Public Health Staff, including community resource updates and service coordination training.
6. Review and process requests for Individuals Disabilities Education Act (IDEA) Part C grants.



Board of Commissioners

Request for Board Action

Item Number: DC-4358

Agenda #: 10.4

Meeting Date: 5/20/2025

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement with Intermediate School District 917 For Community Transition Interagency Committee Coordination And Facilitation Services For Youth With Disabilities Transitioning Into Adulthood

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with Intermediate School District 917 (ISD 917) for Community Transition Interagency Committee (CTIC) coordination and facilitation services for youth with disabilities transitioning into adulthood.

SUMMARY

Minnesota law establishes community transition interagency committees formed by school districts or special education cooperatives in cooperation with the local county, dedicated to creating a successful local process for youth with disabilities to transition into adulthood. Under Minn. Stat. § 125A.023 and § 125A.22, this committee includes school districts, county social services units, and representatives from postsecondary education, training institutions, mental health organizations, adults with disabilities who received transition services, parents of youth with disabilities, local business or industry, rehabilitation services, health agencies, and additional public or private adult service providers as appropriate.

ISD 917 collects fees from its member districts to support the local CTIC. Since 2011, the Dakota County Board of Commissioners has authorized a biennial JPA between ISD 917 and Dakota County for Dakota County to facilitate and coordinate CTIC services with ISD 917 compensating County staff time (Attachment: Joint Powers Agreement). A portion of staff time for activities unique to CTIC is covered by an amount compensated through the JPA.

OUTCOMES

How much?

During the 2023/2024 and 2024/2025 school years, CTIC meetings were held monthly, focusing on strengthening connections with local resources. The committee organized resource fairs for students and families, hosted life skills educational events, collaborated with the Dakota County Teen Job Fair planning committee to promote inclusivity, and supported person-centered planning efforts for students.

The CTIC Reality Store event was held on April 23, 2024, and on April 24, 2025. The 2024 event engaged 157 students, 75 professionals working with individuals with disabilities, and 19 local resources, and also included a tour of the Dakota County Technical College (DCTC). In 2025, staff

coordinated an additional event, the Reverse Job Fair (RJF), in conjunction with CTIC Reality Store which featured 30 local employers to support career pathway exploration and interview practice for students.

CTIC hosted three community resource fairs for students and families on October 7, 2023, and October 10-11, 2024, featuring 37 local community resources.

How well?

In the 2023 CTIC member survey, 100 percent of respondents found the meetings helpful to their job, 89 percent discovered valuable resources and shared them with colleagues, and 84 percent referred students or families to a resource they connected with through CTIC. In 2024, CTIC member survey results showed 100 percent of respondents stating that meetings were helpful, 100 percent sharing valuable resources with colleagues, and 100 percent referring students or families to a resource they discovered through CTIC.

Is anyone better off?

The 2023 Reality Store event had a strong impact, with 94 percent of participating students saying they would recommend the event to their peers. Additionally, 84 percent of CTIC members surveyed in 2023 and 100 percent of members surveyed in 2024 reported referring students or families to valuable resources they discovered through CTIC meetings, demonstrating increased access to support and services.

RECOMMENDATION

Staff recommends authorization to execute a JPA with ISD 917 for CTIC coordination and facilitation services conducted by the existing Dakota County Social Services Coordinator effective upon the date of execution through June 30, 2027, or until completion by the parties of their respective obligations under the JPA, whichever occurs first, unless earlier terminated by law or according to the provisions of the JPA.

EXPLANATION OF FISCAL/FTE IMPACTS

ISD 917 will pay Dakota County \$12,000, per school year, for staff time involved with CTIC, and these funds are included in the 2025 Social Services budget and will be included in the 2026 Social Services budget. If ISD 917 terminates staff compensation for CTIC activities, Dakota County would no longer staff the coordination of CTIC work.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, Minn. Stat. § 125A.023, requires the development and implementation of a coordinated, multidisciplinary, interagency intervention service system; and

WHEREAS, Minn. Stat. § 125A.22, establishes that school districts, in cooperation with the county in which the districts are located, may create a Community Transition Interagency Committee (CTIC) for youth with disabilities; and

WHEREAS, Intermediate School District 917 (ISD 917) and Dakota County have negotiated a joint powers agreement for Dakota County to provide coordination and facilitation services of the CTIC

with ISD 917 compensating County staff time; and

WHEREAS, the parties agree on the scope and nature of the services to be provided.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with Intermediate School District 917 for Community Transition Interagency Committee coordination and facilitation services, effective upon the date of execution through June 30, 2027, or until completion by the parties of their respective obligations under the joint powers agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this joint powers agreement, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That upon execution of the joint powers agreement by both parties, Intermediate School District 917 will pay Dakota County \$12,000, per school year, for staff time executing these responsibilities through June 30, 2027.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACTS

Department Head: Nikki Conway

Author: Michelle Jensen

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICT 196
FOR FACILITATION AND COORDINATION
FOR THE COMMUNITY TRANSITION INTERAGENCY COMMITTEE**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Independent School District No. 196, 1300 145th Street East, Rosemount, MN 55068 ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Minn. Stat. § 125A.023 requires the development and implementation of a coordinated, multidisciplinary, interagency intervention service system for children ages 3 to 21 with disabilities; and

WHEREAS, Minn. Stat. § 125A.22 requires a district, group of districts, in cooperation with the County in which the district is located, to establish a community transition interagency committee for youth with disabilities, beginning at grade 9 or age equivalent, and their families; and

WHEREAS, School District is authorized to provide special education and other educational services to students pursuant to Minn. Stat. § 136D.84 at the request of its member school districts; and

WHEREAS, this Agreement is at the request of School District on behalf of its member districts; and

WHEREAS, School District desires to retain and compensate a qualified party to provide facilitation and coordination for the Community Transitions Interagency Committee ("CTIC") as herein described; and

WHEREAS, County desires and is qualified to provide facilitation and coordination for CTIC as herein described; and

WHEREAS, County understands and agrees that:

1. County is not an agent, servant, or employee of School District and shall not make any such representations nor hold itself out as such; and
2. County shall have no authority to bind School District for the performance of any services or to otherwise obligate School District, authority being specifically limited to the duties assigned under this Agreement; and
3. County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and County specifically waives any and all rights thereto; and

WHEREAS, Dakota County Board of Commissioners by Resolution No. [REDACTED] authorized County to enter into an agreement with School District for the provision of facilitation and coordinate on for CTIC by County to School District; and

WHEREAS, School District is willing to retain County to provide facilitation and coordination for CTIC.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of County and School District for the provision of facilitation and coordination for CTIC by County to School District, as herein described.

Article 2

TERM

This Agreement is effective on the date that the last party executes this Agreement ("Effective Date") through June 30, 2027, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement ("Expiration Date").

Article 3

COOPERATION

County and School District 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 dispute in an equitable and timely manner.

Article 4

PROVISION OF SERVICES

County agrees to provide facilitation and coordination services for CTIC as follows:

- 4.1 Provide 300 hours of facilitation and coordination for CTIC;
- 4.2 Maintain and update CTIC Website that is hosted by School District;
- 4.3 Maintain accurate and current documentation of the services as herein described in accordance with professional standards;
- 4.4 Comply with all applicable federal, state, and local laws and/or regulations applicable to the services as herein described;
- 4.5 Provide staff with the necessary qualifications, certifications and/or registrations required by federal, state and local laws and regulations, and standards of professional practice applicable to the services as herein described; and
- 4.6 Maintain professional standards and principles as defined in federal, state and local laws and regulations, and standards of professional practice applicable to the services as herein described.

Article 5

RECORDS AND REPORTS

County agrees to keep and maintain such records for and provide reports on the services as herein described as may be required by any fiscal intermediary, federal, state or local governmental agency.

Article 6

COMPENSATION

- 6.1 Total Compensation. School District shall pay County an amount not to exceed Twelve Thousand Dollars (\$12,000) for the services described herein ("Agreement Maximum"). In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by School District to County on a prorated basis for the services furnished prior to termination of the Agreement.
- 6.2 Invoices. County shall, within fifteen (15) working days following the last day of May 2026/2027 submit an invoice and request for payment on an invoice form acceptable to School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice.

School District shall notify County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected. School District shall submit payment within thirty-five (35) days of the date it receives the invoice.

Article 7 PROPERTY

School District shall make available for County's use appropriate space to provide the services as herein described. County will provide basic equipment and materials for the provision of the services as herein described. Upon termination of this Agreement, any property or surplus funds acquired as a result of School District's compensation to County shall be returned to School District after the purpose of this Agreement has been completed.

Article 8 LIABLE FOR OWN ACTS

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.

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 the aforementioned indemnity 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. 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 Article 8 shall survive the expiration or termination of this Agreement.

Article 9 INDEPENDENT CONTRACTOR

County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services as herein described.

County acknowledges and agrees that County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under School District. County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due County and that it is County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10 DATA PRACTICES AND PRIVACY

- 10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree 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 and the Minnesota Rules implementing the Act now in force or hereafter adopted. County and School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must

immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.

- 10.2 Health Insurance Portability and Accountability Act (HIPAA). Parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by County. Nothing in this Agreement will create obligations under HIPAA for County or School District unless mandated by HIPAA.

Article 11 TERMINATION

- 11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon thirty (30) calendar days' written notice of intent to terminate.
- 11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

Article 12 GENERAL

- 12.1 Notices. School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

TO SCHOOL DISTRICT:

Intermediate School District 917
Attn: Melissa Schaller
1300 145th St. E.
Rosemount, MN 55068
Phone Number: 651-423-8204
Email: melissa.schaller@isd917.org

TO COUNTY:

Marti Fischbach, Community Services Director
Dakota County Community Services
1 Mendota Road W., Suite 500
West St. Paul, MN 55118-4773
Phone Number: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

In addition, Notices regarding breach or termination shall also be provided to the Dakota County Attorney's Office, Civil Division, 1560 Highway 55, Hastings, MN 55033.

- 12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 12.4 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.

- 12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.
- 12.8 Contract Interpretation and Construction. The parties acknowledge they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.
- 12.9 Entire Agreement. This Agreement is the entire agreement for the provision of the services as herein described between School District and County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

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 WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board

Resolution No.

Approved as to form:

Assistant County Attorney Date
KS- _____

COUNTY OF DAKOTA

By: _____

Title: Community Services Director

Date of Signature: _____

FOR THE SCHOOL DISTRICT

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

By: _____

Title: _____

Date of Signature: _____



Board of Commissioners

Request for Board Action

Item Number: DC-4504

Agenda #: 11.1

Meeting Date: 5/20/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Ratification Of Quarterly Entitlement And Special Funding Requests To U.S. Department Of Housing And Urban Development

PURPOSE/ACTION REQUESTED

Ratify quarterly entitlement and special allocation funding requests to the U.S. Department of Housing and Urban Development (HUD).

SUMMARY

The Dakota County Community Development Agency (CDA) administers three federal entitlement programs on behalf of Dakota County: The Community Development Block Grant (CDBG) program, the HOME Investment Partnerships (HOME) program, and the Emergency Solutions Grant (ESG) program. Funds for the three federal entitlement programs are provided through HUD through the Treasury Letter of Credit process. Per an annual subrecipient agreement between the CDA and Dakota County, the CDA must prepare a listing of all claims certified and paid for by the CDA for the CDBG, HOME, and ESG programs. The listing must be submitted to the Dakota County Board of Commissioners for ratification on a quarterly basis. In 2020, Dakota County received special allocations of CDBG and ESG funds (CDBG-CV and ESG-CV) for activities that prevent, prepare for, and respond to the coronavirus. The ESG-CV funds are fully expended, and the remaining CDBG-CV funds will be expended when HUD authorizes the closeout of the CDBG-CV program. In 2021, the Dakota County HOME Consortium received a special allocation of HOME-American Rescue Plan Act (HOME-ARPA) funds. The attachment shows the entitlement and special allocation expenses for January 1, 2025-March 31, 2025.

The CDBG entitlement and special allocation expenses for January 1, 2025-March 31, 2025, totaled \$480,304.12. The HOME entitlement and special allocation expenses for the same period for all HOME Consortium members, including Dakota, suburban Ramsey, Washington, and Anoka counties and the City of Woodbury, totaled \$842,726.33. The ESG entitlement expenses for the same period totaled \$50,732.02. These funds were expended for previously approved projects from Fiscal Years 2020-2024.

RECOMMENDATION

Community Development Agency and County staff recommend the ratification of the quarterly expenditures for the Dakota County CDBG, HOME, and ESG federal entitlement and special allocation programs (total of \$1,373,762.47) for the period of January 1, 2025-March 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

These funds were expended for previously approved projects from Fiscal Years 2020-2024.

- ☐ None ☐ Current budget ☒ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Community Development Agency (CDA) administers the entitlement funds of the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Solutions Grant (ESG) program for Dakota County, special allocations of the CDBG and ESG programs for activities that prevent, prepare for, and respond to the coronavirus, and a special allocation of HOME American Rescue Plan Act funds; and

WHEREAS, funds expended from previously approved projects for Fiscal Years 2020-2024 of the CDBG, HOME, and ESG programs and special allocations must be ratified by the Dakota County Board of Commissioners; and

WHEREAS, the CDBG entitlement and special allocation expenses during the timeframe of January 1, 2025-March 31, 2025, totaled \$480,304.12; and

WHEREAS, the HOME entitlement and special allocation expenses during the timeframe of January 1, 2025-March 31, 2025, totaled \$842,726.33; and

WHEREAS, the ESG entitlement allocation expenses during the timeframe of January 1, 2025-March 31, 2025, totaled \$50,732.02; and

WHEREAS, the CDA has paid the requests for payment associated with the CDBG, HOME, and ESG programs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the requisitions to the U.S. Department of Housing and Urban Development for \$1,373,762.47 for January 1, 2025-March 31, 2025, as presented.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: CDBG, HOME, and ESG Expenses - January-March 2025

BOARD GOALS

- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Erin Stwora

Author: Maggie Dykes

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):
JANUARY - MARCH 2025**

2022

Eagan Public Service - Youth	\$	4,026.66	
Farmington Public Service - Seniors		360.00	
Northfield Residential Rehab		8,402.32	
			\$ 12,788.98

2023

Apple Valley Public Service - Seniors	\$	3,956.40	
Apple Valley Residential Rehab		36,850.00	
Burnsville Residential Rehab		32,178.49	
Countywide General Grant Administration		26,904.46	
Countywide Well Sealing		6,162.00	
Eagan Public Service - Seniors		2,212.00	
Eagan Residential Rehab		16,875.20	
Farmington Public Service - Seniors		990.00	
Farmington Residential Rehab		13,948.42	
Hastings Assessment Abatement		42.78	
Lakeville Public Service - Transportation		3,243.33	
New Trier Planning		8,413.50	
Northfield Residential Rehab		31,467.68	
South St. Paul Residential Rehab		22,717.49	
Vermillion Twp Planning		4,355.75	
West St. Paul Residential Rehab		25,168.50	
			\$ 235,486.00

2024

Apple Valley Public Service - Seniors	\$	834.60	
Burnsville Residential Rehab		39,312.51	
Combined Cities Rehab Admin		49,116.06	
Countywide Fair Housing		3,000.00	
Countywide General Grant Administration		34,857.69	
Countywide Residential Rehab		4,907.19	
Eagan Public Service - Seniors		2,057.50	
Eagan Public Service - Youth		8,965.00	
Eagan Residential Rehab		26,425.23	
Housing Counseling		23,206.98	
Lakeville Public Service - Seniors		3,410.00	
Lakeville Public Service - Transportation		5,506.67	
Lakeville Residential Rehab		28,147.20	
South St. Paul Residential Rehab		2,282.51	
			\$ 232,029.14

CDBG-CV (CARES ACT 2020)

CDA Grant Administration	\$	-	
			\$ -
			<u>\$ 480,304.12</u>

HOME INVESTMENT PARTNERSHIPS (HOME): JANUARY - MARCH 2025

Dakota County

2021	ARPA Grant Admin	5,194.15	
2021	New Rental Construction	733,806.49	
2023	Grant Administration	21,400.99	
2023	Fair Housing	3,612.27	
			\$764,013.90

Ramsey County

2020	New Rental Construction	2,000.00	
			\$2,000.00

Anoka County

2022	Grant Administration	15,975.56	
2023	Grant Administration	2,448.94	
			\$18,424.50

Washington County

2021	ARPA Grant Admin	8,957.08	
2021	ARPA Supportive Services	39,975.16	
2024	Grant Administration	9,355.69	
			\$58,287.93

Woodbury

2023	Grant Administration	-	
			\$0.00

GRAND TOTAL	<u><u>\$842,726.33</u></u>
--------------------	-----------------------------------

EMERGENCY SOLUTIONS GRANT (ESG): JANUARY - MARCH 2025

2023	CDA Grant Administration	4,203.81	
2023	Rental Assistance	10,582.00	
2023	Service Assistance	6,803.41	
			\$21,589.22
2024	Emergency Shelter Operations	29,142.80	
			\$29,142.80
	GRAND TOTAL		<u>\$50,732.02</u>

CDBG and CDBG-CV Total	\$480,304.12
HOME and HOME-ARPA Total	\$842,726.33
ESG Total	\$50,732.02
GRAND TOTAL	<u>\$1,373,762.47</u>



Board of Commissioners

Request for Board Action

Item Number: DC-4471

Agenda #: 11.2

Meeting Date: 5/20/2025

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Fourth Contract Amendment With Ebert, Inc. dba Ebert Companies For Law Enforcement Center Integrative Health Unit Addition

PURPOSE/ACTION REQUESTED

Authorize execution of a fourth and final contract amendment with Ebert, Inc., dba Ebert Companies for the construction of the Law Enforcement Center's (LEC) Integrative Health Unit (IHU) Addition. Board action is required as the value of total amendments after initial authorization of the contract execution exceeds a policy limit of \$250,000.

SUMMARY

The LEC IHU Addition project has been under construction for 18 months and is now complete. The construction contract was awarded to Ebert Companies in the sum of \$10,573,800 by Resolution No. 23-379 (August 29, 2023). Three contract amendments have already been executed, which changed the completion date and included \$510,148.94 in increased work. This fourth and final proposed set of changes totals \$290,512.87 and requires Board approval because it exceeds the extended limit of the original contract authority. The proposed items are enumerated in Attachment: Summary List of Changes for Fourth Amendment.

In this action, staff is requesting a fourth contract amendment with Ebert Companies in the sum of \$290,512.87 for construction improvements made at the LEC IHU for County Board authorization. These cost increases to the construction contract will be paid for with reserved funds remaining within the original project budget. This amount is slightly less than was forecasted in the last Board action for this contract. The last engineer's estimate for construction including post-award changes was \$11,800,000. Following this final amendment, construction will be completed roughly \$425,000 under budget.

RECOMMENDATION

A total of \$510,148.94 in contract amendments has already been authorized by Resolution No. 24-460 (September 24, 2024). Staff recommends authorizing a fourth contract amendment with Ebert Companies, in the sum of \$290,512.87 for construction improvements made at the LEC IHU. This brings the total authorized contract amendments to this contract to \$800,661.81 and the new contract value to \$11,374,461.81.

EXPLANATION OF FISCAL/FTE IMPACTS

Funds totaling \$14,400,000 were included in the earlier adopted Capital Improvement Program budget for the design and construction of the LEC IHU Addition. Sufficient funds within the project

(1001292) budget are available for this amendment.

- ☐ None ☒ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, the 2023 Capital Improvement Program (CIP) Adopted Budget, as amended for the Law Enforcement Center (LEC) Integrative Health Unit (IHU) Addition project, is a total of \$14,400,000; and

WHEREAS, by Resolution No. 23-379 (August 29, 2023), the County Board approved the original contract in the sum of \$10,573,800 with an award to Ebert, Inc., dba Ebert Companies; and

WHEREAS, a first (no cost) contract amendment was formally executed by way of that authorization to establish a construction completion deadline of late-February 2025; and

WHEREAS, with the original contract authorization, staff was also authorized to execute up to \$250,000 worth of post-award changes; and

WHEREAS, \$247,756.03 in a second contract amendment has already been formally executed by way of that authorization; and

WHEREAS, an additional \$262,392.91 worth of post-award changes were authorized to complete a third contract amendment to the contract with Ebert Companies by Resolution No. 24-460 (September 24, 2024); and

WHEREAS, an additional \$290,512.87 worth of post-award changes are requested for authorization to complete a fourth contract amendment to the contract with Ebert Companies; and

WHEREAS, these project cost increases to the construction contract will be paid for with uncommitted funds available within the CIP budget for this project; and

WHEREAS, the total authorized contract amendments to this contract would then be \$800,661.81 for reimbursement of all construction change orders on the project; and

WHEREAS, sufficient funds within the CIP budget for the project (1001292) are available for this amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract amendment with Ebert, Inc., dba Ebert Companies, 23350 County Road 10, Corcoran, MN 55357 in an amount not to exceed \$290,512.87 for a total maximum contract total not to exceed \$11,374,461.81, subject to approval by the County Attorney's office as to form.

PREVIOUS BOARD ACTION

23-379; 08/29/23

24-460; 09/24/24

ATTACHMENTS

Attachment: Summary List of Changes for Fourth Amendment

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
- ☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Mike Lexvold

Author: Mike Wiese

Attachment: Summary List of Changes for Final Amendment

Change Document	Description	Change Order Amount
GCPR-4	New Fire Alarm Control Panel	\$ 20,453.90
GCPR-15	Additional Electrical Lug	\$ 669.30
GCPR-16	Skylight Curb Blocking	\$ 4,302.15
GCPR-18	Shower & Changing Room Waterproofing	\$ 8,462.00
GCPR-19	Fire Alarm Rough-Ins	\$ 1,142.00
GCPR-20	Wall Hydrant Repairs & Parts for Attic Stock	\$ 368.00
GCPR-21	Additional Above-Ceiling MEP Coordination	\$ 10,143.00
GCPR-22	Code Official Required Additional Fireproofing	\$ 2,492.05
GCPR-24	Electrical Conduit Penetration at Roof	\$ 1,550.00
GCPR-25	H200 Frame Modifications	\$ 3,470.70
GCPR-26	Add Intumescent Paint at Lintel Beams	\$ 3,041.69
GCPR-27	Existing Vent Pipe Exploration	\$ 437.00
GCPR-28	Swap Out Safety Relay Boards	\$ 2,104.50
GCPR-29	Existing Ramp Thickness	\$ 1,559.40
GCPR-30	Shower Ceiling Product Change	\$ (1,800.00)
GCPR-31	Additional Breaker & Plaque	\$ 862.50
GCPR-32	Additional Sod Replacement Extents	\$ 2,800.00
GCPR-33	Fire Alarm Device Cages	\$ 4,359.65
GCPR-34	Outdoor Courtyard Speaker Relocation	\$ 1,849.20
GCPR-35	Detention Furniture Fasteners	\$ 1,777.79
GCPR-36	HVAC Access Panels & Exhaust Duct Insulation	\$ 4,787.73
GCPR-37	Staircase Steel Painting	\$ 4,148.83
GCPR-38	Epoxy Floor Patching	\$ 460.00
GCPR-39	Padded Cell Remobilization	\$ 2,645.00
GCPR-40	Additional Sawcutting in Circulation E1201	\$ 592.25
GCPR-41	Lighting Control Dimming on Security Platform	\$ 26,267.36
GCPR-42	Owner Requested Hardware Changes	\$ 4,010.74
GCPR-43	Add Half Glass Lites to Doors H007 & H010	\$ 12,205.02
GCPR-44	Bullnosing & Steel Plate Repositioning	\$ 6,598.70
GCPR-45	DOC Inspection Changes	\$ 7,351.95
GCPR-46	Add Intercoms to Rooms H007 & H010	\$ 18,777.20
GCPR-47	Additional Caulking	\$ 23,739.67
GCPR-48	Non-Structural Frames Post-Installed within CMU	\$ 23,647.89
PR #23R2	Detention Door & Frame Revisions	\$ 12,304.49
PR #25	Revised Parapet Wall Flashing	\$ 3,495.00
PR #26	Expansion Joint at Existing Door Opening (RFI #100)	\$ 2,659.67
PR #27	Add Power/Data For Vending Machine Elec Devices	\$ 3,418.95
PR #28	Ceiling Revisions	\$ (9,779.54)
PR #29	Panel Schedule Edits (RFI #127)	\$ 755.55
PR #30	Fur Out at Steel Beam	\$ 342.70
PR #31	Sidewalk Replacement	\$ (1,180.00)
PR #32	35% Ethylene Glycol	\$ (2,350.00)
PR #33	MH-104	\$ 3,092.93
PR #34	Lighting Control Revisions	\$ 5,737.35
PR #35	Electrical Emergency Relays	\$ 2,677.20
PR #36	Add Roof Ladder	\$ 8,015.76
PR #37	Remove Tile at Room H071	\$ (486.65)
PR #38	Remove Hardware Cores	\$ (1,090.98)
PR #39	Handrail and Ramp Relocation	\$ 2,693.30
PR #40	Access Control Adjustments	\$ 26,449.07
PR #41	Fire Alarm Cages & Actuator Wirings	\$ 28,480.90
TOTAL:		\$290,512.87



Board of Commissioners

Request for Board Action

Item Number: DC-4491

Agenda #: 11.3

Meeting Date: 5/20/2025

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With UHL Company, Inc. For Western Service Center Chiller Replacement Project

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with UHL Company, Inc. to complete construction in support of the Western Service Center Chiller Replacement Project in Apple Valley, MN. This project is included in the Facilities Capital Improvement Program (CIP) Adopted Budget.

SUMMARY

The existing 400-ton screw-type chiller currently located in the basement of the Western Service Center is beyond its useful life and needs replacement. The current chiller was installed in 1991 during the original building construction and serves as the building's only building-wide cooling system. Due to the age of the current chiller, replacement parts have become extremely difficult to find. The lack of redundancy, increasing maintenance costs, and complexities make replacement of the current chiller crucial in maintaining the reliability of the Western Service Center's cooling system.

Bid documents were prepared by staff with the professional design support of Obermiller Nelson Engineering, LLC, dba CMTA. Three alternates were included as safeguards in the bids. These were adding two chilled water control valves, infilling existing piping under the building, and adding Maxwell heat transfer fluid additive to the chilled water system. All three are important to the project, but were created in case bids exceeded available funding. Staff recommends all three be included in the base contract. The project was formally advertised, and 11 competitive bids were received on May 1, 2025. The three lowest bidder's results are shown below. Full results can be found in the attached bid tabulation.

Contractor Name	Base Bid	Alternate #1-#3	Total Contract
UHL Company, Inc.	\$1,784,000	\$107,508	\$1,891,508
Cool Air Mechanical	\$1,732,000	\$159,821	\$1,891,821
Advantage Mechanical	\$1,782,000	\$159,400	\$1,941,400

The only way to move equipment in and out of the basement in the Western Service Center is through the freight elevator. This elevator has space and weight constraints that are not conducive to moving a new screw-type chiller to the basement. Staff believes adding an air-cooled chiller in the outdoor housing where the cooling tower currently is makes the most sense due to current and future

costs of installation and operation. This type of chiller is also more efficient and reliable.

RECOMMENDATION

Staff recommends, after reviewing the qualifications of the low bidder, award to UHL Company, Inc. as the lowest responsive and responsible bidder in an amount not to exceed \$1,891,508.

EXPLANATION OF FISCAL/FTE IMPACTS

The total cost of the proposed contract is \$1,891,508. The Adopted 2025 Facilities CIP Budget includes a total of \$2,300,000 for the Western Service Center Chiller Replacement Project.

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

WHEREAS, the Facilities Capital Improvement Program (CIP) Adopted Budget authorized the Western Service Center Chiller Replacement Project; and

WHEREAS, bid documents and specifications were prepared by County staff and Obermiller Nelson Engineering, LLC, dba CMTA; and

WHEREAS, 11 competitive bids were received on May 1, 2025; and

WHEREAS, UHL Company, Inc. has submitted the low bid of \$1,891,508; and

WHEREAS, staff has reviewed the qualifications of the bidder and recommends award to UHL Company, Inc. as the lowest responsive and responsible bidder in an amount not to exceed \$1,891,508 for the Western Service Center Chiller Replacement Project; and

WHEREAS, sufficient funds for the project are available within the 2025 Facilities CIP Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a contract for the Western Service Center Chiller Replacement Project to UHL Company, Inc., 9065 Zachary LN N, Maple Grove, MN 55369, in an amount not to exceed \$1,891,508, subject to approval by the County Attorney's office as to form.

PREVIOUS BOARD ACTION

None

ATTACHMENTS

Attachment: Bid Tabulation

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Mike Lexvold

Author: AJ Ross



WSC Chiller Replacement Project
CIP# 2000252
May 1, 2025 @ 11:00 a.m.

		Base Bid	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	AWARD
			Chilled Water Control Valves	Infill Existing Condenser and Makeup Water Piping	Maxwell Heat Transfer Fluid Additive	(Base + ALT. #1-#3)
PRIME CONSTRUCTION CONTRACT						
Bidder #1	UHL Company	\$ 1,784,000.00	\$ 2,857.00	\$ 4,251.00	\$ 100,400.00	\$ 1,891,508.00
Bidder #2	Cool Air Mechanical	\$ 1,732,000.00	\$ 23,600.00	\$ 5,500.00	\$ 130,721.00	\$ 1,891,821.00
Bidder #3	Advantage Mechanical	\$ 1,782,000.00	\$ 19,700.00	\$ 9,700.00	\$ 130,000.00	\$ 1,941,400.00
Bidder #4	Klamm Mechanical	\$ 1,815,000.00	\$ 8,550.00	\$ 6,000.00	\$ 122,100.00	\$ 1,951,650.00
Bidder #5	Morcon Construction	\$ 1,873,750.00	\$ 23,282.00	\$ 8,000.00	\$ 134,396.00	\$ 2,039,428.00
Bidder #6	Shaw-Lundquist	\$ 1,921,000.00	\$ 23,000.00	\$ 6,400.00	\$ 134,000.00	\$ 2,084,400.00
Bidder #7	Pioneer Power	\$ 1,945,000.00	\$ 7,500.00	\$ 8,500.00	\$ 124,800.00	\$ 2,085,800.00
Bidder #8	Northland Mechanical	\$ 1,951,000.00	\$ 22,800.00	\$ 7,700.00	\$ 131,000.00	\$ 2,112,500.00
Bidder #9	Sheehy Construction	\$ 1,989,300.00	\$ 24,500.00	\$ 6,500.00	\$ 130,000.00	\$ 2,150,300.00
Bidder #10	NAC	\$ 2,090,000.00	\$ 19,500.00	\$ 13,500.00	\$ 149,000.00	\$ 2,272,000.00
Bidder #11	Parkos Construction	\$ 2,356,800.00	\$ 25,000.00	\$ 9,200.00	\$ 136,500.00	\$ 2,527,500.00
	Area Mechanical **	\$ 1,656,000.00	\$ 31,000.00	X	X	X

** Bid incomplete due to absense of alternates #2&3



Board of Commissioners

Request for Board Action

Item Number: DC-4490

Agenda #: 11.4

Meeting Date: 5/20/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Amendment To Contract With SRF Consulting Group, Inc., For 117th Street (New County Road 32) In Inver Grove Heights, County Project 32-65

PURPOSE/ACTION REQUESTED

Authorize execution of an amendment to the contract with SRF Consulting Group, Inc. (SRF) for design revisions to Pine Bend Landfill driveways along 117th Street (new County Road 32).

SUMMARY

To promote a safe and efficient transportation system throughout the County, Dakota County is reconstructing 117th Street from County Road 71 (Rich Valley Boulevard) to Trunk Highway 52. After construction is complete, the road will become new County Road 32.

By Resolution 25-150 (March 25, 2025), a professional services contract was awarded to SRF for surveying, inspection, and construction administration of the 117th Street project. Following negotiations with Pine Bend Landfill and Flint Hills Refinery (FHR), it has been determined that revisions to the construction plans for 117th Street are necessary. These revisions will relocate the proposed entrance to Pine Bend Landfill to just north of the proposed SKB Landfill entrance, as depicted in the 60 percent design drawing submittal. The amendment will also include the design of a second entrance for Pine Bend Landfill, which will allow left turns only from the site onto eastbound 117th Street. Additionally, the entrance for FHR will be revised to provide full access. Since SRF was the design engineer and responsible for the construction management of the project, the contract amendment for design changes is included in their construction management contract..

The current contract is \$1,533,011.50, and the revisions to the driveway proposal are \$61,791.00, which total \$1,594,802.50 for the revised contract amount.

RECOMMENDATION

Staff recommends authorizing the execution of an amendment to the contract with SRF in the amount of \$61,791.00.

EXPLANATION OF FISCAL/FTE IMPACTS

The project is funded through Local, and Federal funds as well as from Transportation Advancement Account and Transportation Sales Tax. Sufficient project funds are available.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is reconstructing 117th Street in Inver Grove Heights; and

WHEREAS, the design of the project was done by SRF Consulting Group, Inc.; and

WHEREAS, a contract was executed with SRF Consulting Group, Inc. to provide construction management for the project; and

WHEREAS, it was found that the driveway to Pine Bend Landfill needed to be relocated, and another driveway added to allow left turns onto 117th Street; and

WHEREAS, SRF Consulting Group, Inc., proposed a redesign for the driveway changes in the amount of \$61,791.00; and

WHEREAS, staff recommends authorizing the execution of an amendment to the contract with SRF Consulting Group, Inc., in the amount of \$61,791.00 funded by the current budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an amendment to the contract with SRF Consulting Group, Inc., in the amount of \$61,791.00 for the redesign of the driveways to Pine Bend Landfill for County Project 32-65, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

25-150; 3/25/25

ATTACHMENTS

Attachment: Location Map

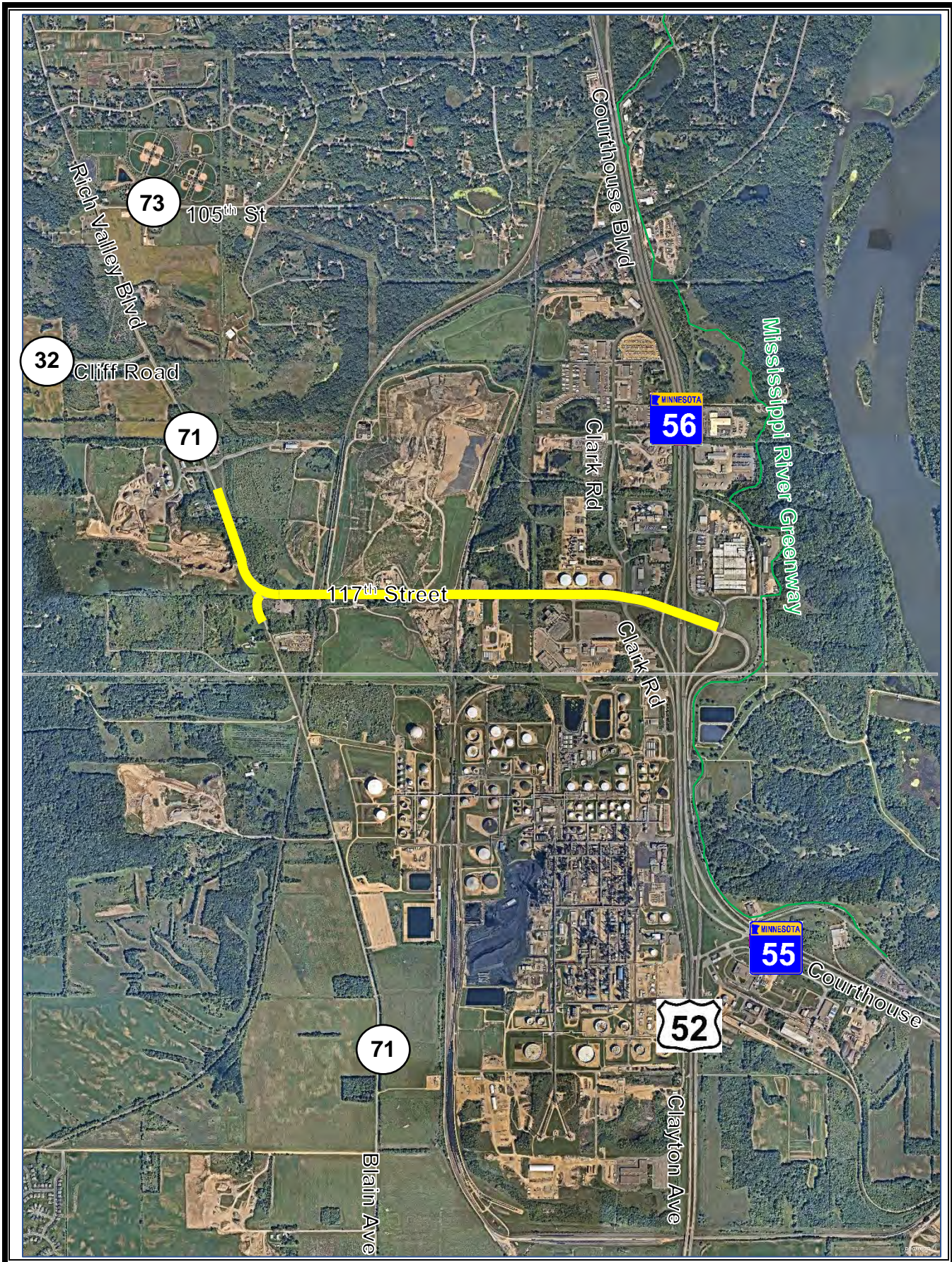
BOARD GOALS

- | | |
|--|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input checked="" type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol



County Project 32-65



Board of Commissioners

Request for Board Action

Item Number: DC-4506

Agenda #: 11.5

Meeting Date: 5/20/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Services For Reconstruction Of County State Aid Highway 9 (Dodd Boulevard) And Portion Of 179th Street In City Of Lakeville, County Project 09-56

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with SRF Consulting Group, Inc., (SRF) for construction administration, inspection, surveying, and material testing services for County Project (CP) 09-56, reconstruction of County State Aid Highway (CSAH) 9 from Highview Avenue to Glasgow Avenue and the portion of 179th Street (new alignment) from Hayes Avenue to CSAH 23 (Cedar Avenue) in the City of Lakeville.

SUMMARY

To provide a safe and efficient transportation system, Dakota County reconstructed CSAH 9 from Highview Avenue to Glasgow Avenue) and 179th Street from Hayes Avenue to CSAH 23 in 2023.

By Resolution No. 23-045 (January 24, 2023), the Board authorized the execution of a contract with SRF for the construction services related to CP 09-56. The project is substantially complete, but there are a few outstanding items that remain before the project can be closed.

However, the original contract with SRF expired. To pay SRF for the remaining work, a new contract is necessary. The new contract is for the amount remaining in the expired contract, \$918,236.72.

The work would follow the original proposal submitted in 2022 and remains in force today. The proposal from SRF highlighted their strong technical expertise, staff, and experience with complex projects and meets the requirements of this project. They have performed exceptionally well with the contractor and the residents during the duration of the project.

RECOMMENDATION

The County Engineer recommends execution of a new contract with SRF for construction management and inspection services for the remainder of CP 09-56.

EXPLANATION OF FISCAL/FTE IMPACTS

The construction management and inspection services costs are shared with the City of Lakeville in accordance with County Policy. Sufficient funds are available to finish the project.

☐ None ☒ Current budget ☐ Other

☐ Amendment Requested☐ New FTE(s) requested**RESOLUTION**

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Lakeville have proceeded with County Project (CP) 09-56; and

WHEREAS, the County is the lead agency for CP 09-56 with construction that began in spring 2023; and

WHEREAS, an engineering firm with this specialty has provided and will continue to provide construction management, inspection, surveying, and material testing services for the project; and

WHEREAS, the original contract has expired, and a new contract must be executed to allow for the project to be finished and closed; and

WHEREAS, the Transportation Capital Improvement Program budget includes sufficient funding for CP 09-56; and

WHEREAS, the County Engineer recommends execution of a new contract with SFR Consulting Group, Inc. for the remaining construction management, inspection, surveying, and material testing services for CP 09-56 for actual costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a new contract with SRF Consulting Group, Inc., for remaining construction management, inspection, surveying, and material testing services for County Project 09-56 for \$918,236.72, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

23-045; 1/24/23

ATTACHMENTS

Attachment: Project Location Map

BOARD GOALS

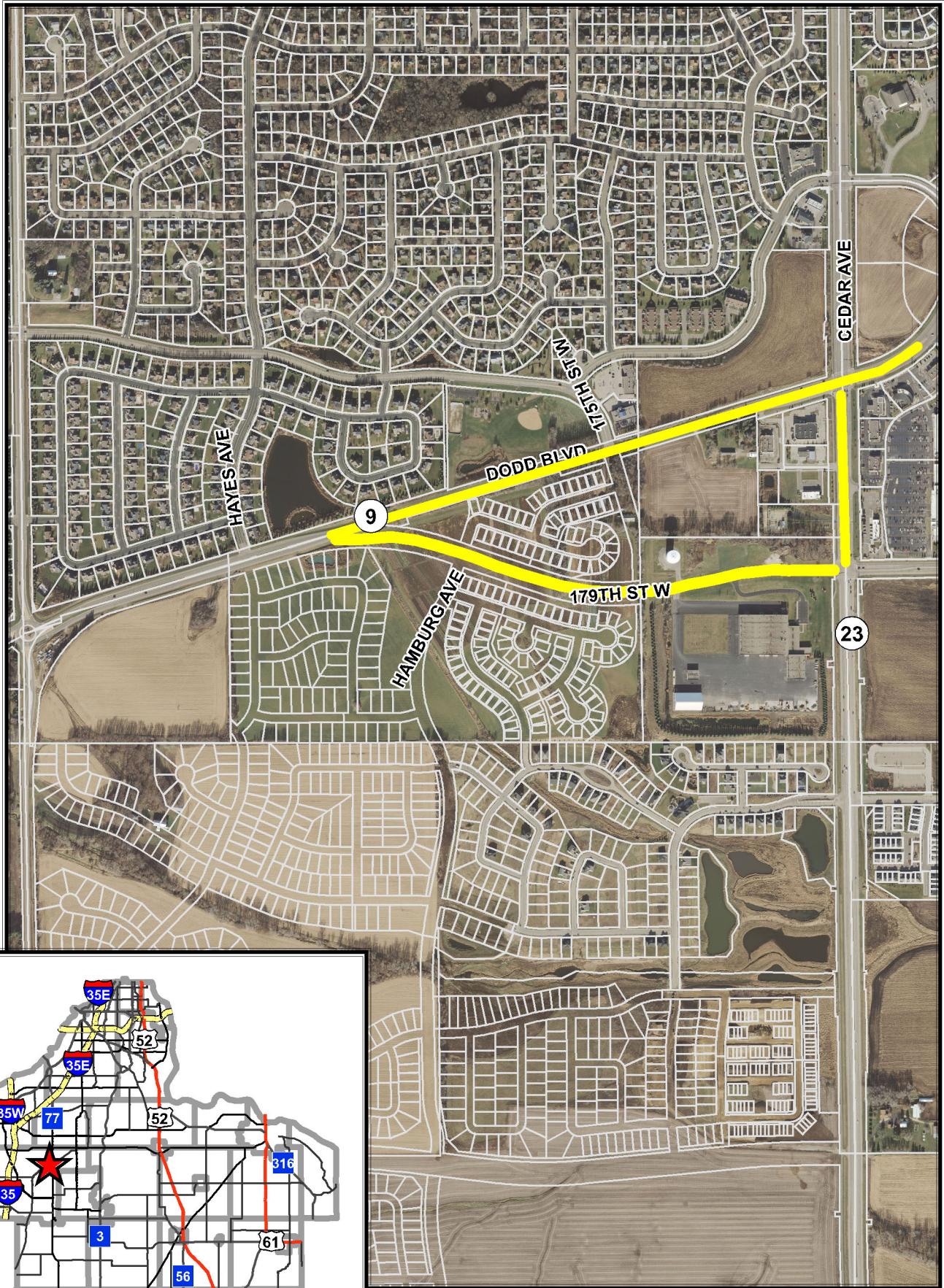
- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☒ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol

Prepared by Dakota County Physical Development Division



County Project 9-56 A



Board of Commissioners

Request for Board Action

Item Number: DC-4482

Agenda #: 11.6

Meeting Date: 5/20/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Approval Of Final Plats Recommended By Plat Commission

PURPOSE/ACTION REQUESTED

Approve final plats contiguous to County Roads as recommended by the Plat Commission.

SUMMARY

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 Maps).

RECOMMENDATION

Staff recommends approval of the final plats by the County Board as recommended by the Plat Commission.

EXPLANATION OF FISCAL/FTE IMPACTS

- ☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

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 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:

VITA ATTIVA AT SOUTH CREEK FOURTH ADDITION
PRESTWICK PLACE 27TH ADDITION
HERITAGE COMMONS 10TH ADDITION
AMELIA MEADOWS

Farmington
Rosemount
Lakeville
Lakeville

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Meeting Notes

Attachment: Location Map

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Todd Tollefson

DAKOTA COUNTY PLAT COMMISSION MEETING SUMMARY

April 9, 2025

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Scott Peters, John Mertens, Jake Chapek, and Tyler Krage. Others present: TJ Bentley

Plat Name:	VITA ATTIVA AT SOUTH CREEK FOURTH ADDITION
PID:	146319000021, 148290200010
City:	Farmington
County Road:	CSAH 31 (Denmark Ave.); CSAH 50 (212 th St. W.)
Current ADT (2021):	6,945; 16,928
Projected ADT (2040):	5,400; 10,300
Current Type:	3-lane; 4-lane, divided
Proposed Type:	3-lane; 4-lane, divided
R/W Guideline:	60ft ½ ROW; 75 ½ ROW
Spacing Guideline:	¼ mi full access, 1/8 mi restricted: ½ mi full access
Posted Speed Limit:	50 mph; 55 mph
Proposed Use:	Residential
Status:	Preliminary
Location:	NE ¼, Sec 35-114-20 and SW ¼, Sec 36-114-20
In attendance (04/09/25):	Tony Wippler (city); John Powell (city)

REVIEW 04/09/25:

The development includes property from previously platted outlots, VITA ATTIVA AT SOUTH CREEK FIRST ADDITION and VITA ATTIVA AT SOUTH CREEK THIRD ADDITION. The access spacing guidelines for Future County Road 31 (Pilot Knob) are ¼ mile full access and 1/8 mile restricted access.

Restricted access should be shown along all Outlot C along Future CR 31. In addition, restricted access should be shown along all of Future CR 31 for eastern boundary and the north 660 feet of the western boundary (measured from the south right of way line of CSAH 50.

A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

RECOMMENDATION 10/23/24:

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.

DAKOTA COUNTY PLAT COMMISSION MEETING SUMMARY

April 23, 2025

The Plat Commission meeting began at 1:30 pm via Teams. Members present included: Scott Peters, John Mertens, Jake Chapek, and Tyler Krage. Others present: TJ Bentley

Plat Name:	PRESTWICK PLACE 27th ADDITION
PID:	345862200010
City:	Rosemount
County Road:	CR 73 (Akron Ave.)
Current ADT (2021):	1,650
Projected ADT:	7,700
Current Type:	3-lane, divided
Proposed Type:	4-lane, divided
R/W Guideline:	75 ft ½ ROW
Spacing Guideline:	¼ mi full access
Posted Speed Limit:	50 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	NE ¼, Sec 27-115-19
In attendance (04/23/25):	Julia Hogan (city)

REVIEW 04/23/25:

The proposed site is a replat and includes one lot as a proposed restaurant site and one outlot. The right-of-way needs of 75 feet of half right of way along County Road 73 have been met. Restricted access is shown along County Road 73 per doc. 3593666.

RECOMMENDATION 04/23/25:

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.

Plat Name:	HERITAGE COMMONS 10TH ADDITION
PID:	220290025018, 223203000010
City:	Lakeville
County Road:	CSAH 9 (Dodd Blvd) / CSAH 50 (Kenwood Tr.)
Current ADT (2021):	15,938 / 7,703
Projected ADT (2040):	16,000 / 14,900
Current Type:	4-lane, divided / 4-lane divided
Proposed Type:	4-lane, divided / 4-lane divided
R/W Guideline:	75ft (½ R/W) / 75ft (½ R/W)
Spacing Guideline:	¼ mile full access; ¼ mile full access
Posted Speed Limit:	45 mph / 45 mph
Proposed Use:	Commercial
Status:	Preliminary
Location:	NE ¼ ; Sec. 29-114-20
In attendance (10/23/24):	Frank Dempsey (city); Kris Jensen (city); Jonathan Nelson (city); Tina Goodroad (city); John Batsell (developer); Cody Brightwell (developer); Adam Besse (engineer); Kyle Roddy (engineer)
In attendance (04/23/25):	Kris Jensen (city); Jonathan Nelson (city); Heather Botten (city); John Batsell (developer)

REVIEW 10/23/24:

The development is located in the northeast quadrant of the CSAH 9 (Dodd Blvd) and CSAH 50 intersection. The site includes two commercial buildings with drive-thrus. Access to the site will be from two internal roadways. No access to CSAH 9 and CSAH 50. Restricted access should be shown along all of CSAH 9 and CSAH 50.

The future right-of-way needs for a 4-lane divided roadway for CSAH 9 and CSAH 50 are 75 feet of half right of way. As noted, CSAH 9 includes 50 feet of existing right of way and requires dedication of an additional 25 feet to meet the 75-foot needs. CSAH 50 appears to show the 75 feet of half right of way on the concept plan.

REVIEW 04/23/25:

The development is located in the northeast quadrant of the CSAH 9 (Dodd Blvd) and CSAH 50 intersection. The site includes two commercial buildings with drive-thrus. Access to the site will be from internal roadways with no direct access to CSAH 9 or CSAH 50. Restricted access should be shown along all of CSAH 9 and CSAH 50. A quit claim deed to Dakota County for restricted access along CSAH 9 and CSAH 50 is required to accompany the recording of the plat.

The future right-of-way needs for a 4-lane divided roadway for CSAH 9 and CSAH 50 are 75 feet of half right of way. CSAH 9 includes 50 feet of existing right of way and requires dedication of an additional 25 feet to meet the 75-foot needs. CSAH 50 appears to show the 75 feet of half right of way.

As noted, the Plat Commission recommended screening/buffering along the road right of way to minimize or prevent drive-thru traffic headlights onto the County Road System. Also, recommended an internal driveway connection for Lake Marian Collision that would provide alternate internal access versus only one access to the County Road System.

RECOMMENDATION 04/23/25:

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.

Plat Name: AMELIA MEADOWS
FKA: CEDAR HILLS NORTH
PID: 220220054020, 220051011, 220220054010, 220220050010, 220220055020, 220220051012, 220220052020
City: Lakeville
County Road: CSAH 23 (Cedar Ave.) / CR 64 (200th St. W.)
Current ADT (2021): 21,800 / 2,421
Projected ADT (2040): 39,000 / 5,500
Current Type: 6-lane, divided / 2-lane
Proposed Type: 6-lane, divided / 2-lane
R/W Guideline: 100 ft ½ ROW / 50 ft ½ ROW
Spacing Guideline: ½ mi full access / ¼ mi full access
Posted Speed Limit: 55 mph / 50 mph
Proposed Use: Residential
Status: Preliminary
Location: SW ¼, Sec. 22-114-20
In attendance (03/27/24): Frank Dempsey (city); Kris Jensen (city); Zach Johnson (city)
In attendance (07/17/24): Kris Jensen (city); Zach Johnson (city); Charlie Wiemerslage (eng)
In attendance (04/23/25): Kris Jensen (city); Jonathan Nelson (city); Heather Botten (city)

REVIEW 03/27/24:

The concept plan includes a residential development north of County Road 64 (200th St W) and east of CSAH 23 (Cedar Ave). The right-of-way needs are 50 feet of half right of way along CR 64 and 100 feet of half right of way along CSAH 23. Access to the site along CR 64 include two accesses that align with the south intersections at Gallifrey Way and Gadfly Way. Access to the site along CSAH 23 includes one future access at 197th Street. The 2009 Cedar Avenue Corridor Study identified access along CSAH 23 at 197th Street and 200th Street to be restricted access locations (3/4 access or RI/RO access).

The Plat Commission requires a traffic study for the proposed development to understand traffic impacts to the adjacent County roads and intersections. For further information regarding the traffic impact analysis, contact Tom Bowlin, Dakota County Traffic Engineer at 952-891-7106.

RECOMMENDATION 07/17/24:

The preliminary plat includes a residential development north of County Road 64 (200th St W) and east of CSAH 23 (Cedar Ave). The right-of-way needs are 50 feet of half right of way along CR 64 and 100 feet of half right of way along CSAH 23. Access to the site along CR 64 include two accesses that align with the south intersections at Gallifrey Way and Gadfly Way.

However, Gadfly Way is shown as a cul-de-sac and not a through street. The Plat Commission recommended Gadley Way to be a through street. Restricted access should be shown along all of CSAH 23 and all of CR 64 except for two access openings at Gallifrey Way and Gadfly Way. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

According to the Cedar Avenue Corridor Study, the intersections at 197th Street/Cedar Avenue and 200th Street/Cedar Avenue are planned to be restricted in the future. Also, as noted, the traffic study required by the Plat Commission on March 27, 2024, was recently received and the County Traffic Engineer has not reviewed the study at this time.

REVIEW 07/17/24:

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

REVIEW 04/23/25:

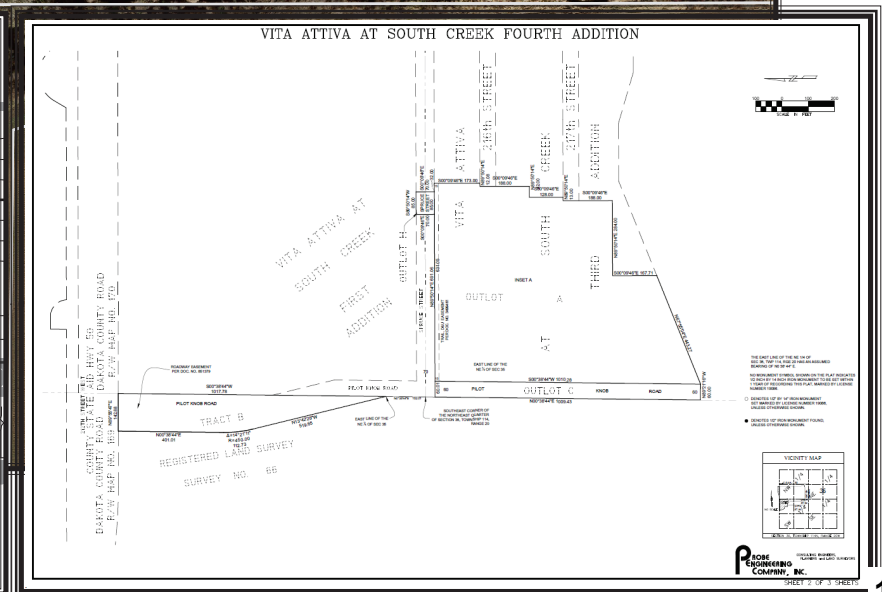
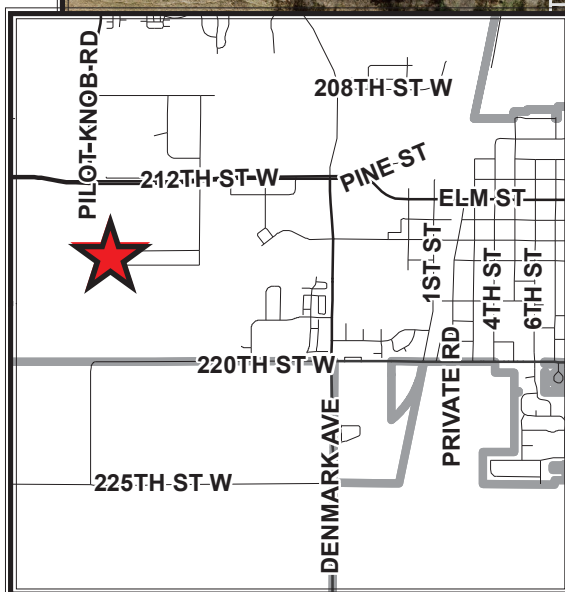
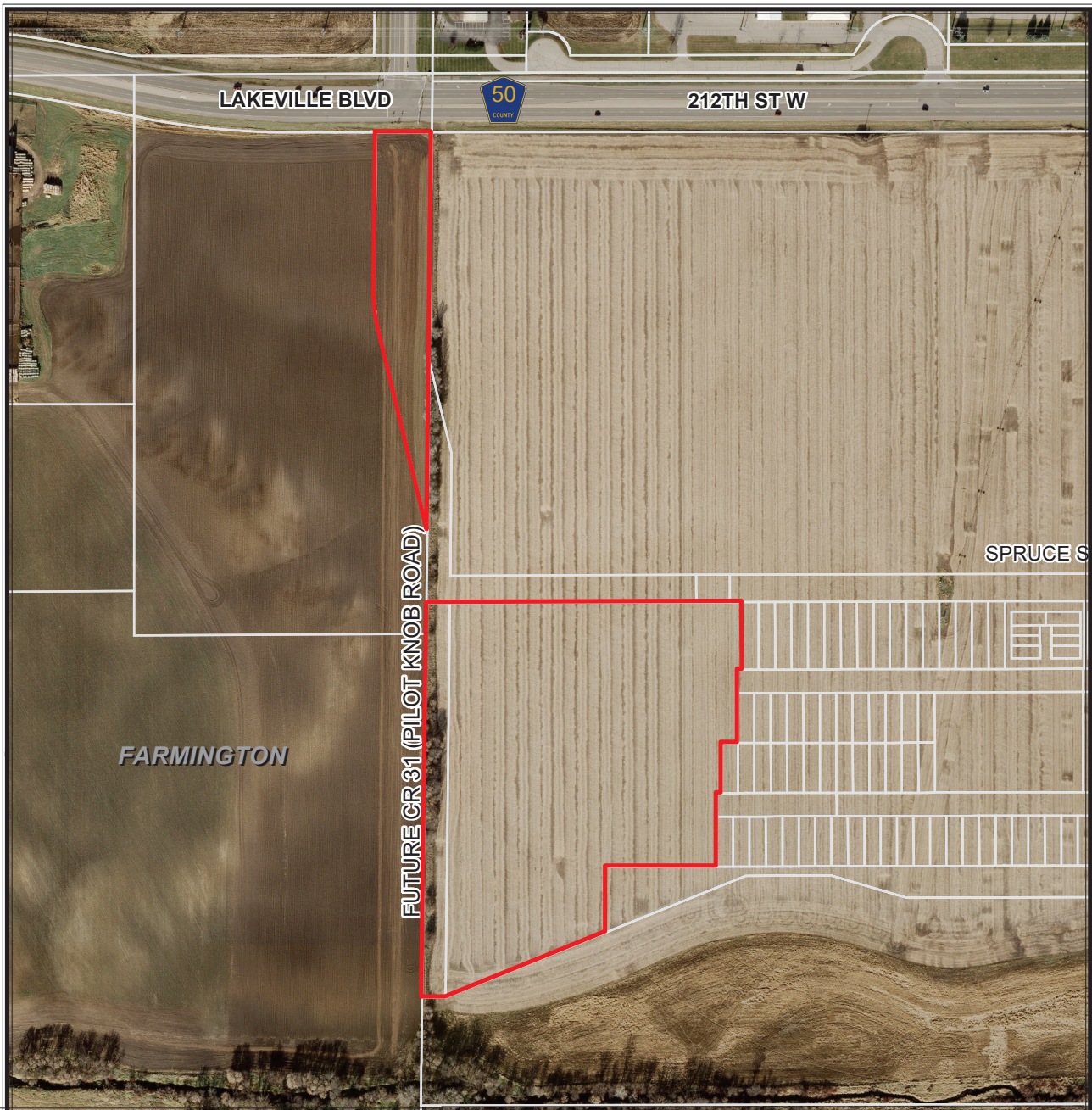
The proposed site includes residential development north of County Road 64 (200th St W) and east of CSAH 23 (Cedar Ave). The right-of-way needs are 50 feet of half right of way along CR 64 and 100 feet of half right of way along CSAH 23. Access to the site along CR 64 include two accesses that align with the south intersections at Gallifrey Way and Gadfly Way. Restricted access should be shown along all of CSAH 23 and all of CR 64 except for the two access openings. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

RECOMMENDATION 04/23/25:

The Plat Commission has approved the final plat provided that the described conditions are met and will recommend approval to the County Board of Commissioners.

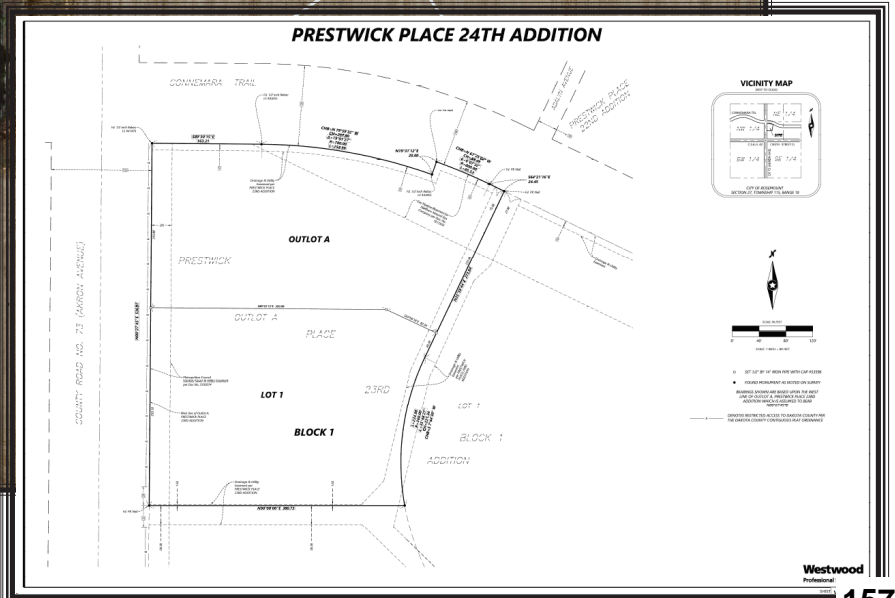
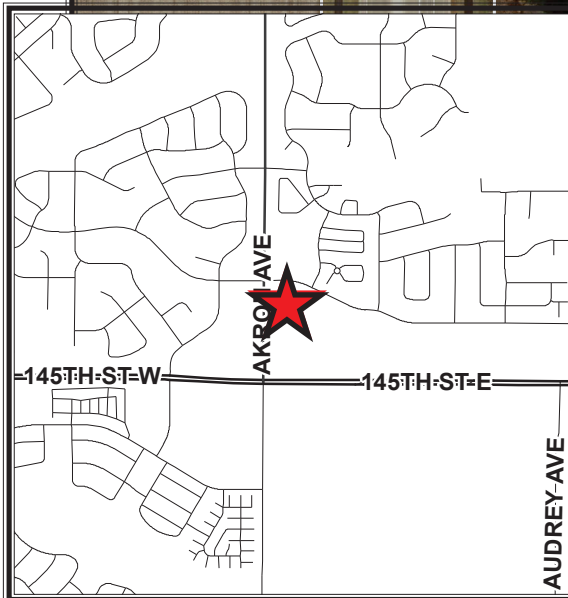
VITA ATTIVA AT SOUTHCREEK FOURTH ADDITION

Prepared by Dakota County Physical Development Division



PRESTWICK PLACE 27TH ADDITION

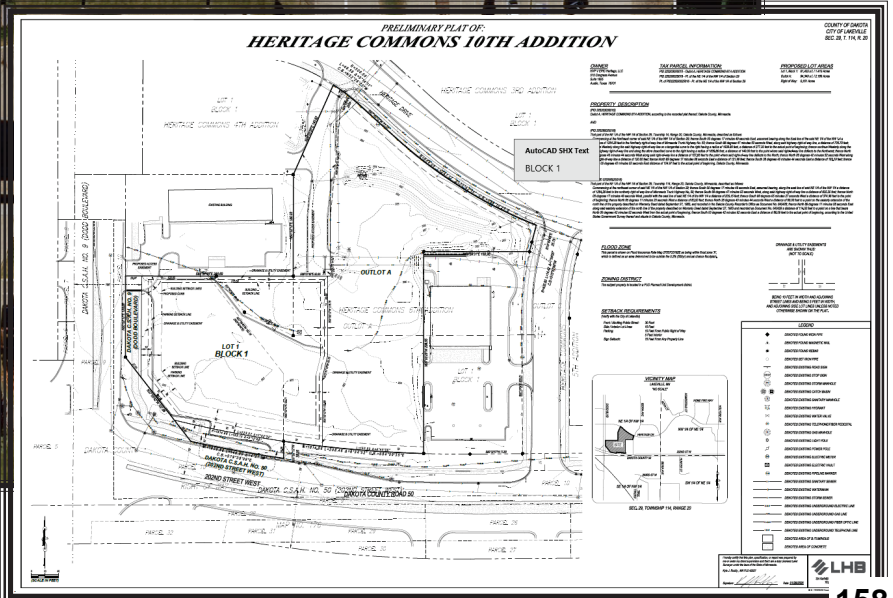
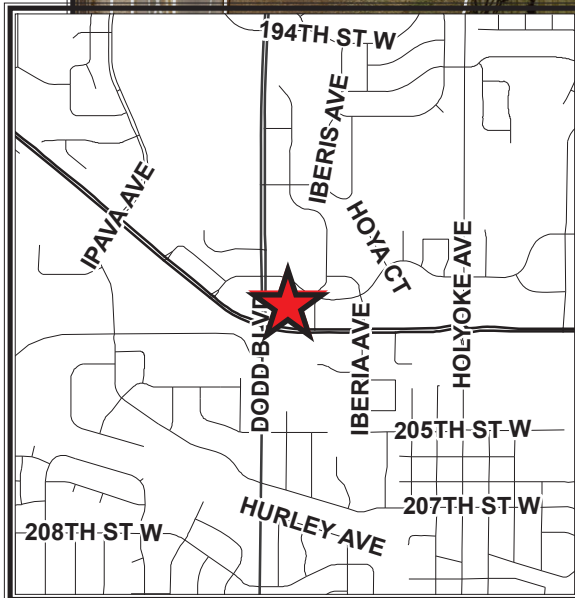
Prepared by Dakota County Physical Development Division



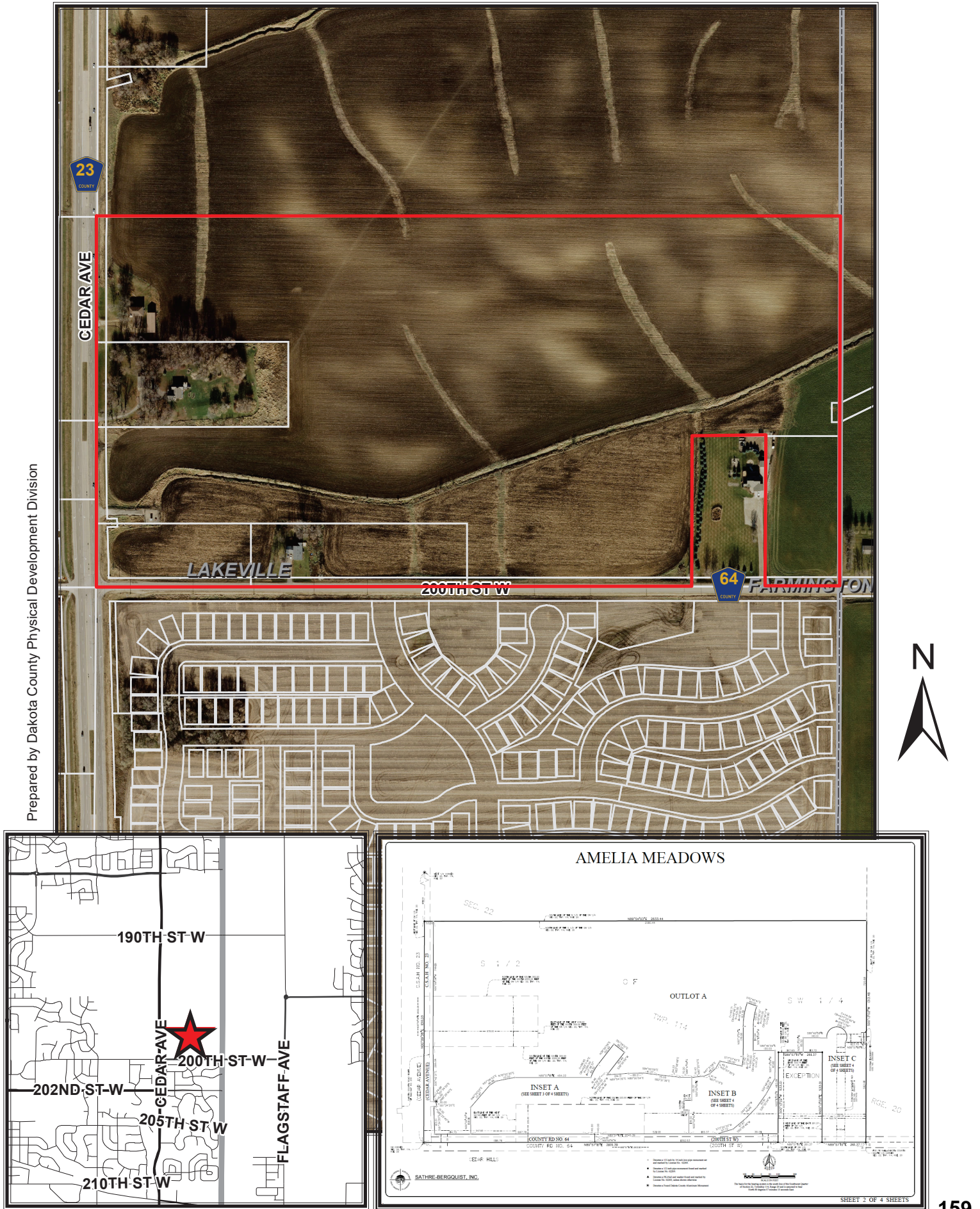
Westwood
Professional

HERITAGE COMMONS 10TH ADDITION

Prepared by Dakota County Physical Development Division



AMELIA MEADOWS





Board of Commissioners

Request for Board Action

Item Number: DC-3960

Agenda #: 11.7

Meeting Date: 5/20/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Initiate Quick-Take Condemnation For County State Aid Highway 91 In Miesville And Douglas Township, County Project 91-030

PURPOSE/ACTION REQUESTED

Authorize quick-take condemnation of right of way necessary for County Project (CP) 91-030 in Miesville and Douglas Township.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 91-030 (Attachment: Location Map), which consists of the reconstruction of the roadway of County State Aid Highway (CSAH) 91 (Nicolai Avenue). The existing roadway condition and history indicate the need for reconstruction. The new roadway will be constructed to modern standards and will include new culverts, improved drainage, treatment of storm runoff, widened shoulders, and new turn lanes. Construction is scheduled for 2026.

The County Board previously approved the right of way acquisition for projects included in the 2025 Transportation Capital Improvement Program per resolution 25-052. This board action included authorization to make first offers based on appraised values and delegated settlement authority to the County Manager.

Dakota County is the lead agency for CP 91-030 design and right of way acquisition. Acquisition of right of way from 29 private parcels (Attachment: Acquisition Map) is needed to move forward with CP 91-030. Valbridge Property Advisers has completed appraisals with a total appraised value of \$672,550. Offers were sent to property owners on February 4, 2025. County staff is currently in ongoing direct negotiations with property owners to reach a settlement.

If timely acquisition by direct negotiation of all required parcels does not appear possible, staff recommends that the County Board authorize the County Attorney's Office to initiate quick-take condemnation of the remaining parcels. Efforts will be made to negotiate agreeable settlements before and after the start of the condemnation process.

RECOMMENDATION

Staff recommends authorization for potential condemnation for right of way necessary for CP 91-030.

EXPLANATION OF FISCAL/FTE IMPACTS

☒ None ☐ Current budget ☐ Other

☐ Amendment Requested☐ New FTE(s) requested**RESOLUTION**

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 91-030; and

WHEREAS, CP 91-030 is the final design engineering of the reconstruction of County State Aid Highway (CSAH) 91 (Nicolai Avenue) in Miesville and Douglas Township; and

WHEREAS, Dakota County is the lead agency for CP 91-030, with right of way acquisition necessary in 2025 for construction to begin in the spring of 2026; and

WHEREAS, the County has been utilizing public engagement for this project, which was initiated with a public open house hosted on June 4, 2024; and

WHEREAS, the acquisition of 29 private property parcels identified in Dakota County Right of Way Map No. 509 by the County is necessary to move forward with the CP 91-030:

PARCEL	OWNER		
1	EL MEGCA FARM	1,524 (PE)	
3	ROGER A. FOX AND PATRICIA A. FOX	307 (PE)	
4	ROGER A. FOX AND PATRICIA A. FOX	858 (PE)	
5	DAVID AND LOUANN BRAUN	3,679 (PE)	
6	DILLON T. CORRINGTON	2,959 (PE)	
7	LANCE A. & VIRGINIA NICKERSON	4,087 (PE)	
8	EDWARD & TIMOTHY NIEBUR PARTNERSHIP	23,188 (PE)	10,901 (TE)
9	STEVEN L. & GINANN MATSCH	4,780 (PE)	1,081 (TE)
10	DALLEN E. & SHARON BAUER	58,271 (PE)	12,970 (TE)
11	ROBERT O. & JULIE A. FOX	29,598 (PE)	5,130 (TE)
12	JULIE A. FOX	20,850 (PE)	6,744 (TE)
13	JULIE A. FOX	2,343 (PE)	
14	RILEY R. EDDY	4,731 (PE)	993 (TE)
15	JUSTIN R. FOX AND JULIE A. FOX	3,300 (PE)	
16	JAY R. & ANNA R. BAUER	25,233 (PE)	1,283 (TE)
21	DALLEN & SHARON BAUER AND KATHLEEN M. BAUER	5,784 (PE)	
22	SUSAN E. DAHN	246 (PE)	
23	CHRISTINE ANN SCHAFFER	13,595 (PE)	
24	MJC FAMILY LIMITED LIABILITY PARTNERSHIP	14,165 (PE)	
25	MJC FAMILY LIMITED LIABILITY PARTNERSHIP	30,072 (PE)	3,536 (TE)
26	MJC FAMILY LIMITED LIABILITY PARTNERSHIP	7,260 (PE)	
27	ELMEGCA FARM, LLP	24,265 (PE)	6,344 (TE)
28	JASON & JESSICA SCHAFFER	5,485 (PE)	
29	GEORGE L. SCHAFFER	2,720 (PE)	1,705 (TE)
30	ALLEN E. & SHARON A. SCHAFFER	2,720 (PE)	1,251 (TE)
31	EL MEGCA FARM	43,000 (PE)	7,915 (TE)
32	EL MEGCA FARM	28,701 (PE)	724 (TE)
33	EL MEGCA FARM	17,929 (PE)	2,346 (TE)
34	RIVER COUNTRY COOPERATIVE	6,872 (PE)	6,067 (TE)

; and

WHEREAS, the parcels have been appraised, and offers were prepared and sent for a total appraised value of \$672,550; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, it is 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 2026 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 2026 start date in the event that timely acquisitions by direct negotiations of all parcels do not appear possible.

PREVIOUS BOARD ACTION

25-052; 01/21/25

ATTACHMENTS

Attachment: Project Location Map

Attachment: Acquisition Map

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

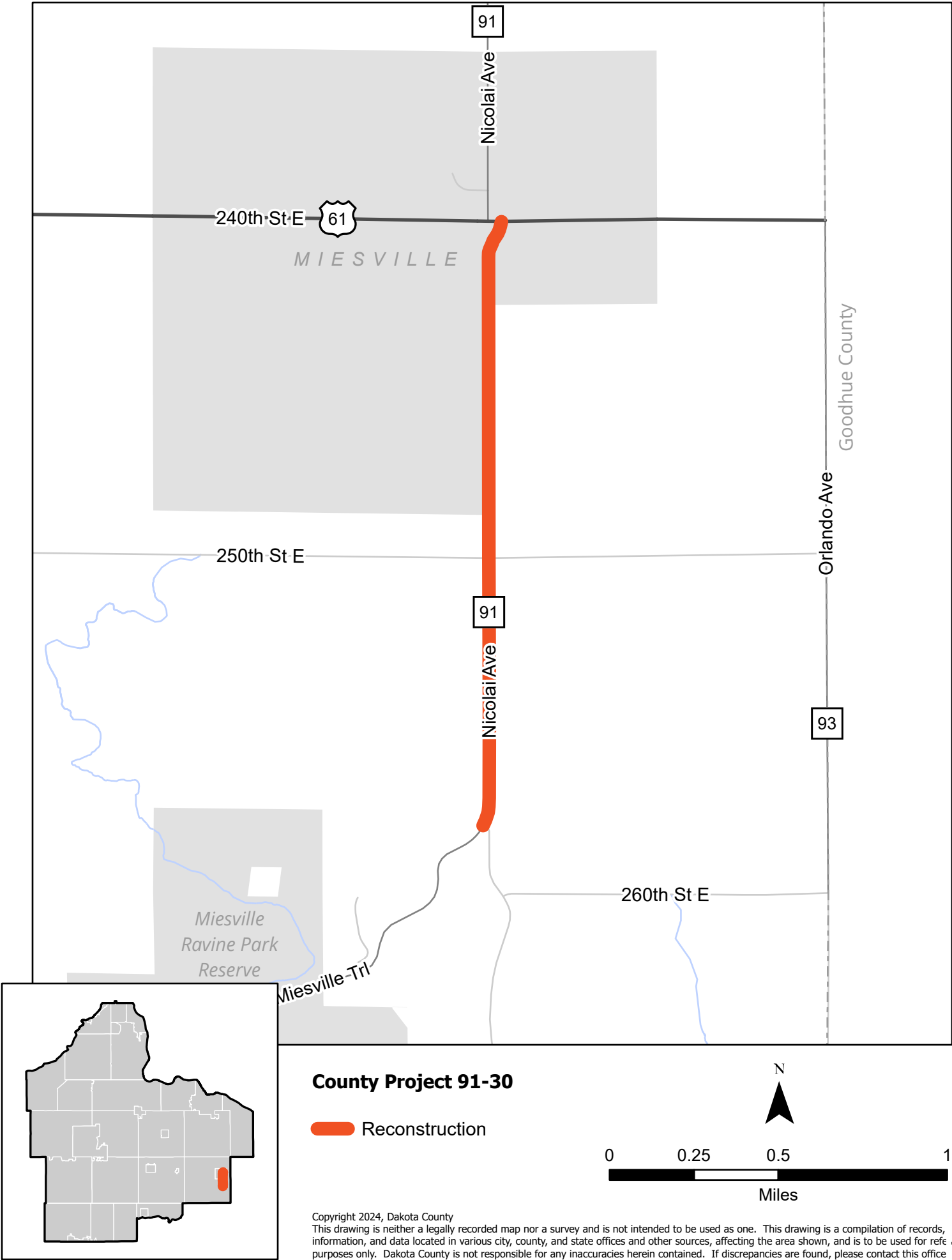
☐ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Kevin Krech

ATTACHMENT: PROJECT LOCATION MAP



DAKOTA COUNTY RIGHT OF WAY MAP NO. 509

C.S.A.H. No. 91 (Nicolai Ave.) from U.S. Highway No. 61 (240th St. E.) to Miesville Trail

KNOW ALL PERSONS BY THESE PRESENTS: That the County of Dakota, a body politic and corporate under the laws of the State of Minnesota, pursuant to Minnesota Statutes Chapters 160.085, 160.14, and 505.1792, as amended, has caused the right of way of County State Aid Highway No. 91 (Nicolai Avenue) to be mapped as it transgresses over and across the following described lands situated in the County of Dakota, State of Minnesota, to wit:

That part of said right of way included in the record plat of:

REGISTERED LAND SURVEY NO. 64

That part of said right of way included in the following described tracts of land:

In Section 13, Township 113 North, Range 17 West:
Southwest Quarter of the Southwest Quarter
Northwest Quarter of the Southwest Quarter
Southwest Quarter of the Northwest Quarter
Northwest Quarter of the Northwest Quarter

In Section 14, Township 113, North, Range 17 West:
Southeast Quarter of the Southeast Quarter
Northeast Quarter of the Southeast Quarter
Southeast Quarter of the Northeast Quarter
Northeast Quarter of the Northeast Quarter

In Section 23, Township 113 North, Range 17 West:
Southeast Quarter of the Southeast Quarter
Northeast Quarter of the Southeast Quarter
Southeast Quarter of the Northeast Quarter
Northeast Quarter of the Northeast Quarter

In Section 24, Township 113 North, Range 17 West:
Southwest Quarter of the Southwest Quarter
Northwest Quarter of the Southwest Quarter
Southwest Quarter of the Northwest Quarter
Northwest Quarter of the Northwest Quarter

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this map is a true and correct representation of the boundaries of County State Aid Highway No. 91 (Nicolai Avenue); that all the distances are correctly shown in feet and hundredths of a foot.

Dated this _____ day of _____, 2025.

Todd B. Tollefson
Dakota County Surveyor
Minnesota License No. 42305

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA
The Board of County Commissioners for Dakota County, Minnesota, pursuant to County Board Resolution No. 85–621, dated November 5, 1985, is hereby designating the right of way of the County State Aid Highway No. 91 (Nicolai Avenue) as indicated on DAKOTA COUNTY RIGHT OF WAY MAP NO. 509.

Dated this _____ day of _____, 2025

Chair, Board of County Commissioners
Dakota County, Minnesota

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
This is to certify that the within instrument was filed in the office of the County Recorder for public record on this _____ day of _____, 2025, at _____ o'clock _____ M., as Document Number _____.

Amy A. Koethe
County Recorder

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA
This is to certify that the within instrument was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 2025, at _____ o'clock _____ M., as Document Number _____.

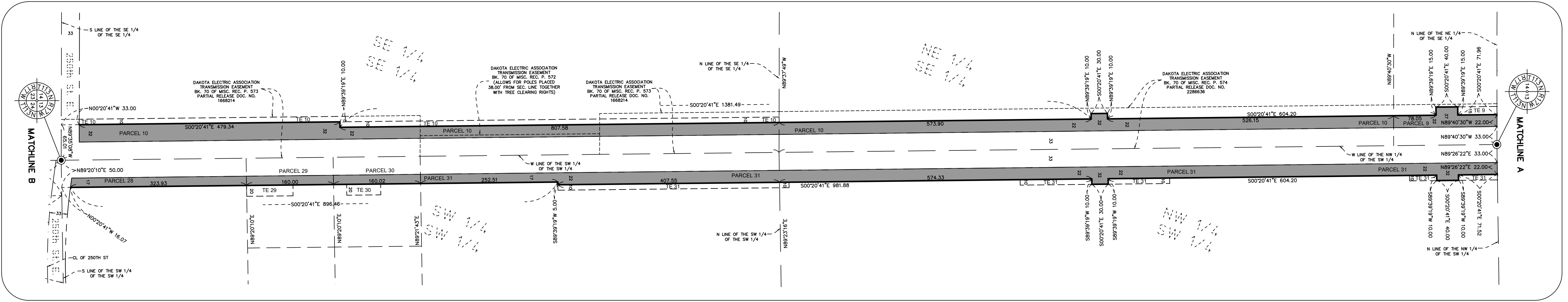
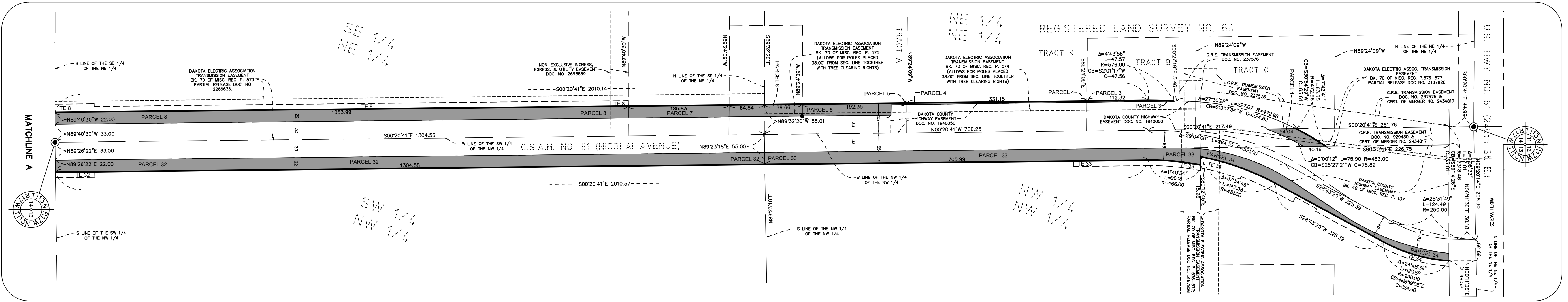
Certificate Number(s) _____.

Amy A. Koethe
County Recorder

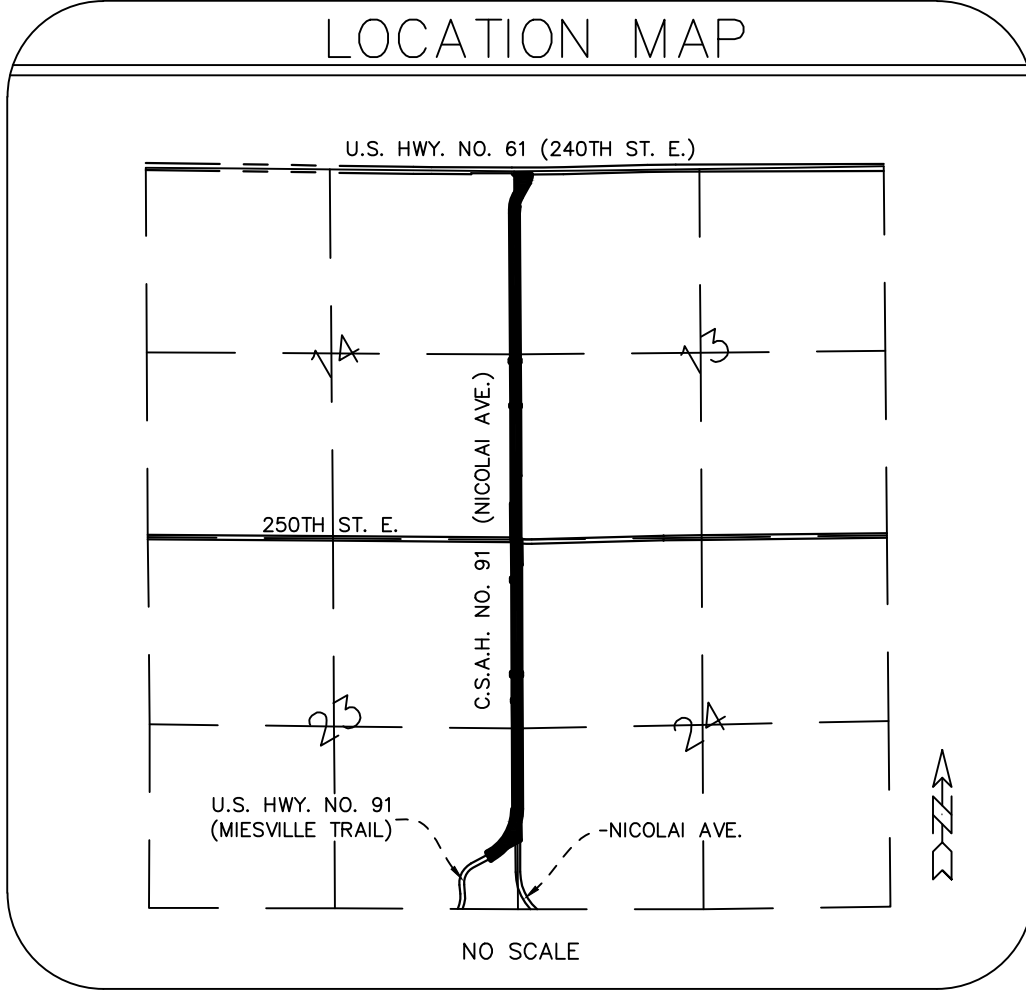
DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 509			PROJECT NO. 91-30		
PARCEL	OWNER	LOCATION	DEED RECORD NO. & BK. PG OR DOC.	NEW HIGHWAY RIGHT OF WAY (SQ. FT.)	TEMPORARY EASEMENT (SQ. FT.)
1	EL MEGCA FARM	NW 1/4 OF THE NW 1/4 OF SEC. 13-113-17	DOC. NO. 2474171	1,524	
3	ROGER A. FOX AND PATRICIA A. FOX, AS TRUSTEES OF THE ROGER A. FOX TRUST, AND ROGER A. FOX AND PATRICIA A. FOX, AS TRUSTEES OF THE PATRICIA A. FOX TRUST	TRACT B, REGISTERED LAND SURVEY NO. 64	CERT. NO. 185908	307	
4	ROGER A. FOX AND PATRICIA A. FOX, AS TRUSTEES OF THE ROGER A. FOX TRUST, AND ROGER A. FOX AND PATRICIA A. FOX, AS TRUSTEES OF THE PATRICIA A. FOX TRUST	TRACT K, REGISTERED LAND SURVEY NO. 64	CERT. NO. 185911	858	
5	DAVID & LOUANN BRAUN	TRACT A, REGISTERED LAND SURVEY NO. 64 & NE 1/4 OF THE NE 1/4 OF SEC. 14-113-17	CERT. NO'S 185000 & 185001	3,679	
6	DILLON T. CORRINGTON	NE 1/4 OF SEC. 14-113-17	CERT. NO. 184751	2,959	
7	LANCE A. & VIRGINIA NICKERSON	SE 1/4 OF THE NE 1/4 OF SEC. 14-113-17	DOC. NO. 1649516	4,087	
8	EDWARD & TIMOTHY NIEBUR PARTNERSHIP	SE 1/4 OF THE NE 1/4 OF SEC. 14-113-17	DOC. NO. 3433152	23,188	10,901
9	STEVEN L. & GINANN MATSCH	NE 1/4 OF THE SE 1/4 OF SEC. 14-113-17	DOC. NO. 3508740	4,780	1,081
10	DALLEN E. & SHARON BAUER	SE 1/4 OF SEC. 14-113-17	DOC. NO'S 480164, 894630, 1347711, 1653948, 1877791, & 1877792	58,271	12,970
11	ROBERT O. & JULIE A. FOX	NE 1/4 OF THE NE 1/4 OF SEC. 23-113-17	DOC. NO. 2912783	29,598	5,130
12	JULIE A. FOX	SE 1/4 OF THE NE 1/4 OF SEC. 23-113-17	DOC. NO. 2478159	20,850	6,744
13	JULIE A. FOX	SE 1/4 OF THE NE 1/4 OF SEC. 23-113-17	DOC. NO. 2912784	2,343	
14	RILEY R. EDDY	SE 1/4 OF THE NE 1/4 OF SEC. 23-113-17	DOC. NO. 3637011	4,731	993
15	JUSTIN R. FOX AND JULIE A. FOX	SE 1/4 OF THE NE 1/4 OF SEC. 23-113-17	DOC. NO. 2478158	3,300	
16	JAY R. & ANNA R. BAUER	NE 1/4 OF THE SE 1/4 OF SEC. 23-113-17	DOC. NO'S 2075279, 3328244, & 3328245	25,233	1,283
21	DALLEN & SHARON BAUER AND KATHLEEN M. BAUER	SE 1/4 OF THE SE 1/4 OF SEC. 23-113-17	DOC. NO. 858641 & 1325254	5,784	
22	SUSAN E. DAHN	SW 1/4 OF THE SW 1/4 OF SEC. 24-113-17	DOC. NO. 3640072	246	
23	CHRISTINE ANN SCHAFFER	NW 1/4 OF THE SW 1/4 OF SEC. 24-113-17	DOC. NO'S 1862479, 2258928, & 2619640	13,595	
24	MJC FAMILY LIMITED LIABILITY PARTNERSHIP	NW 1/4 OF THE SW 1/4 OF SEC. 24-113-17	DOC. NO'S 3594803	14,165	
25	MJC FAMILY LIMITED LIABILITY PARTNERSHIP	SW 1/4 OF THE NW 1/4 OF SEC. 24-113-17	DOC. NO'S 3594803	30,072	3,536
26	MJC FAMILY LIMITED LIABILITY PARTNERSHIP	NW 1/4 OF THE NW 1/4 OF SEC. 24-113-17	DOC. NO'S 3594803	7,260	
27	ELMEGCA FARM, LLP	NW 1/4 OF THE NW 1/4 OF SEC. 24-113-17	DOC. NO. 3363918	24,265	6,344
28	JASON & JESSICA SCHAFFER	SW 1/4 OF THE SW 1/4 OF SEC. 13-113-17	DOC. NO. 3216375	5,485	
29	GEORGE L. SCHAFFER REVOCABLE LIVING TRUST	SW 1/4 OF THE SW 1/4 OF SEC. 13-113-17	DOC. NO. 3206932	2,720	1,705
30	ALLEN E. SCHAFFER REV. LIVING TRUST & SHARON A. SCHAFFER REV. LIVING TRUST	SW 1/4 OF THE SW 1/4 OF SEC. 13-113-17	DOC. NO. 3205988	2,720	1,251
31	EL MEGCA FARM	SW 1/4 OF SEC. 13-113-17	DOC. NO'S 3073826 & 3073827	43,000	7,915
32	EL MEGCA FARM	SW 1/4 OF THE NW 1/4 OF SEC. 13-113-17	DOC. NO'S 3073826 & 3073827	28,701	724
33	EL MEGCA FARM	NW 1/4 OF THE NW 1/4 OF SEC. 13-113-17	DOC. NO'S 3073826 & 3073827	17,929	2,346
34	RIVER COUNTRY COOPERATIVE	NW 1/4 OF THE NW 1/4 OF SEC. 13-113-17	CERT. NO. 189111	6,872	6,067

DAKOTA COUNTY RIGHT OF WAY MAP NO. 509

C.S.A.H. No. 91 (Nicolai Ave.) from U.S Highway No. 61 (240th St. E.) to Miesville Trail



PRELIMINARY

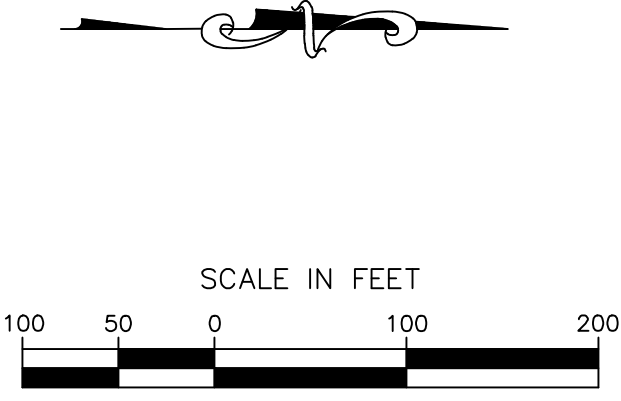


LEGEND

- DENOTES FOUND MONUMENT
- DENOTES DAKOTA COUNTY MONUMENT
- DENOTES R/W BOUNDARY CORNER, FOLLOWING CONSTRUCTION THE CORNERS WILL BE MONUMENTED WITH A DAKOTA COUNTY R/W MONUMENT.
- DENOTES NEW DAKOTA COUNTY ROAD RIGHT OF WAY

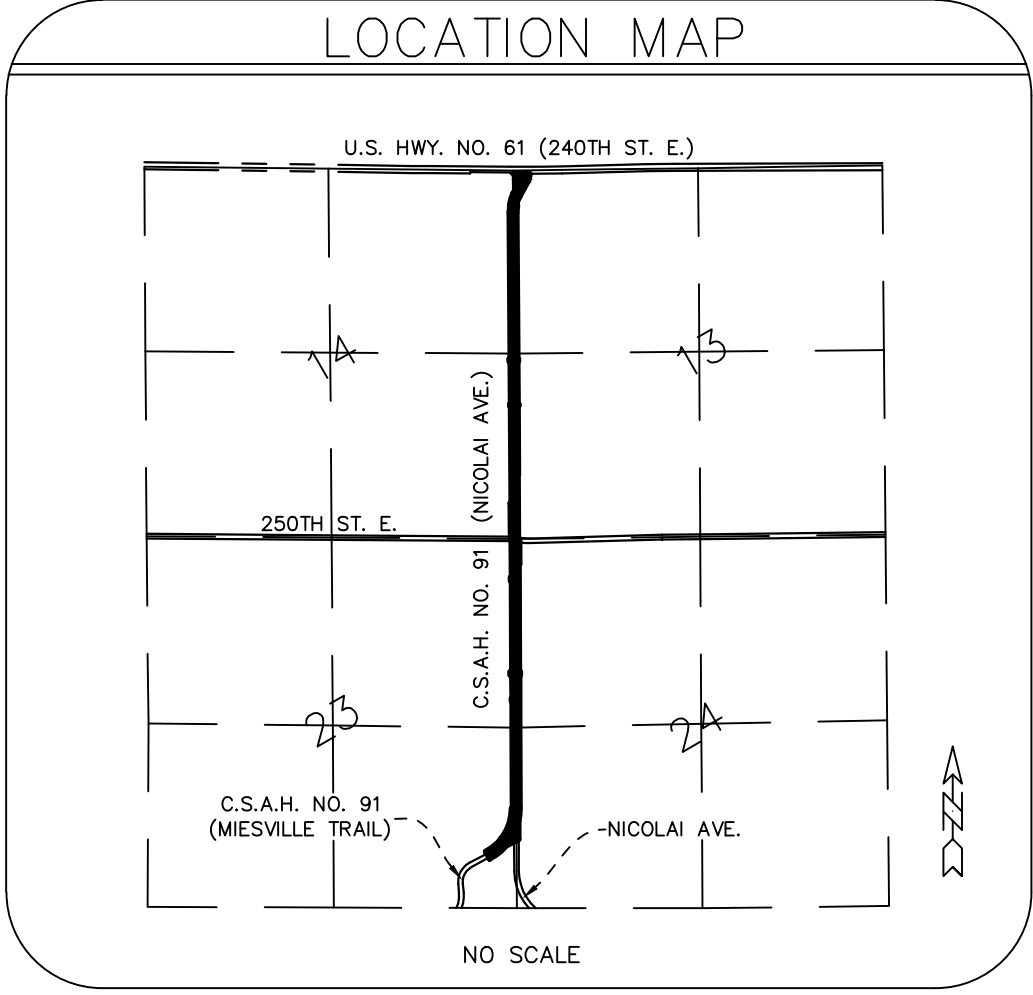
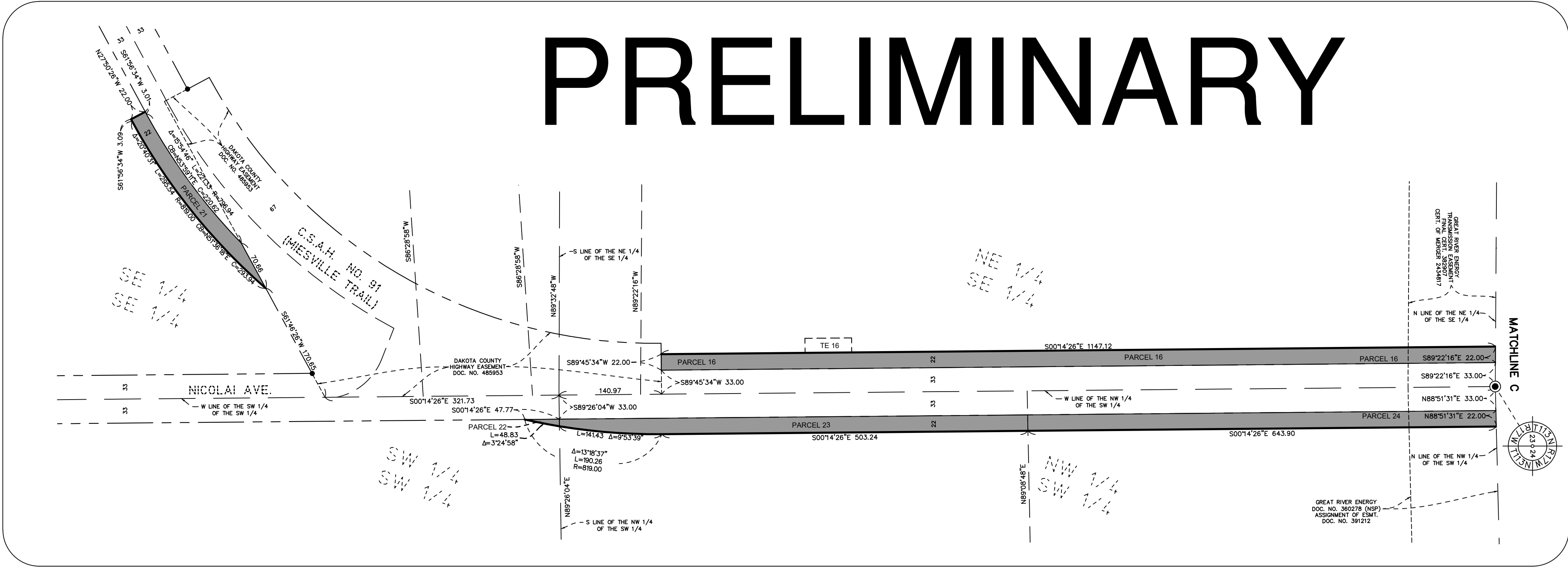
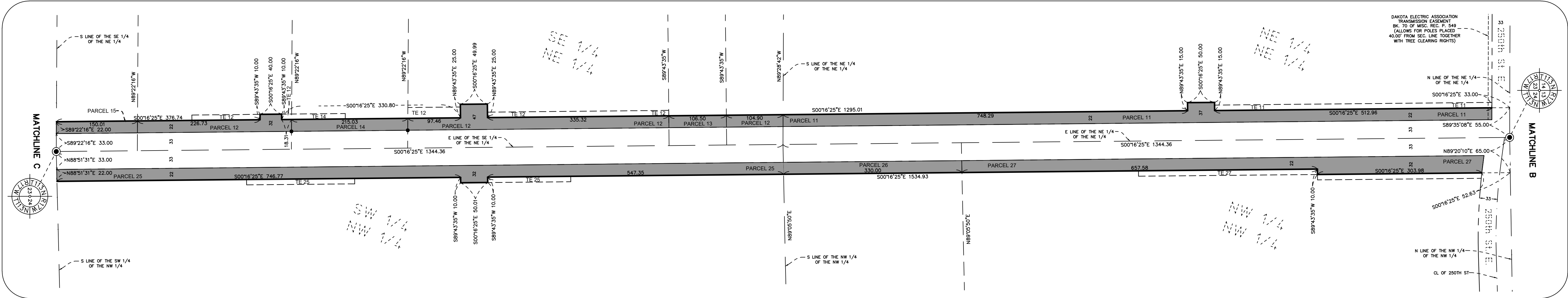
- DENOTES GOV'T. SUBDIVISION LINES
- DENOTES PARCEL LINE
- DENOTES PROPERTY LINE
- DENOTES EXISTING R/W
- DENOTES TEMPORARY EASEMENT
- DENOTES NEW R/W LINE
- DENOTES NEW CENTERLINE
- DENOTES EASEMENT OF RECORD

1. FOR DETAILS OF THE CONTENTS OF THIS RIGHT OF WAY MAP CONTACT THE DAKOTA COUNTY SURVEYOR'S OFFICE.
2. TEMPORARY EASEMENTS ARE TO BE ACQUIRED BY SEPARATE DOCUMENT ON FILE IN THE OFFICE OF THE DAKOTA COUNTY TRANSPORTATION ENGINEER.
3. COORDINATES AND BEARINGS ARE REFERENCED TO THE DAKOTA COUNTY COORDINATE SYSTEM N.A.D. 1983 (1996).
4. ALL DISTANCES ON THE MAP ARE SHOWN IN FEET AND HUNDREDTHS OF FEET.
5. THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 13, TOWNSHIP 113, RANGE 17, IS ASSUMED TO BEAR N00°20'41"W
6. THE INTENT OF THIS RIGHT OF WAY MAP IS TO SHOW THE RIGHT OF WAY BOUNDARY OF THIS HIGHWAY PROJECT. THE LOCATION OF THE PARCELS IS A COMPILATION OF FOUND MONUMENTS AND CURRENT DEED RECORDS.
7. EXISTING RIGHT OF WAY IS ASSUMED PREScriptive EASEMENT UNLESS OTHERWISE NOTED.



DAKOTA COUNTY RIGHT OF WAY MAP NO. 509

C.S.A.H. No. 91 (Nicolai Ave.) from U.S Highway No. 61 (240th St. E.) to Miesville Trail



LEGEND

•

DENOTES FOUND MONUMENT

●

DENOTES DAKOTA COUNTY MONUMENT

○

DENOTES R/W BOUNDARY CORNER. FOLLOWING CONSTRUCTION THE CORNERS WILL BE MONUMENTED WITH A DAKOTA COUNTY R/W MONUMENT.

DENOTES NEW DAKOTA COUNTY ROAD RIGHT OF WAY

DENOTES GOV'T. SUBDIVISION LINES

DENOTES PARCEL LINE

DENOTES PROPERTY LINE

DENOTES EXISTING R/W

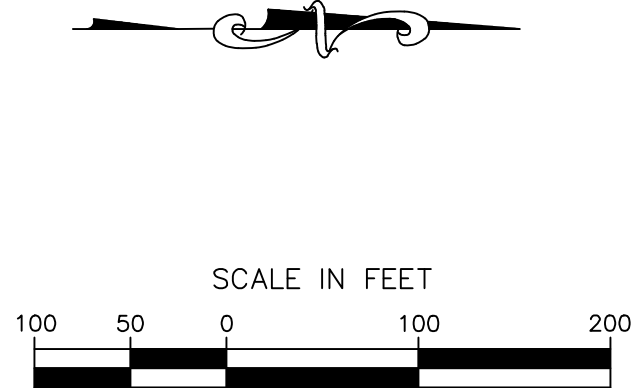
DENOTES TEMPORARY EASEMENT

DENOTES NEW R/W LINE

DENOTES CENTERLINE

DENOTES EASEMENT OF RECORD

1. FOR DETAILS OF THE CONTENTS OF THIS RIGHT OF WAY MAP CONTACT THE DAKOTA COUNTY SURVEYOR'S OFFICE.
2. TEMPORARY EASEMENTS ARE TO BE ACQUIRED BY SEPARATE DOCUMENT ON FILE IN THE OFFICE OF THE DAKOTA COUNTY TRANSPORTATION ENGINEER.
3. COORDINATES AND BEARINGS ARE REFERENCED TO THE DAKOTA COUNTY COORDINATE SYSTEM N.A.D. 1983 (1996).
4. ALL DISTANCES ON THE MAP ARE SHOWN IN FEET AND HUNDREDTHS OF FEET.
5. THE WEST LINE OF THE NW 1/4 OF SECTION 24, TOWNSHIP 113, RANGE 17, IS ASSUMED TO BEAR N00°16'25"W
6. THE INTENT OF THIS RIGHT OF WAY MAP IS TO SHOW THE RIGHT OF WAY BOUNDARY OF THIS HIGHWAY PROJECT. THE LOCATION OF THE PARCELS IS A COMPILATION OF FOUND MONUMENTS AND CURRENT DEED RECORDS.
7. EXISTING RIGHT OF WAY IS ASSUMED PRESRIPTIVE EASEMENT UNLESS OTHERWISE NOTED.





Board of Commissioners

Request for Board Action

Item Number: DC-4495

Agenda #: 11.8

Meeting Date: 5/20/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Third Contract Amendment With Short Elliott Hendrickson Inc. For River To River Greenway From Marie Ave. To Dodd Rd. For Final Design And Construction Services And Amend 2025 Parks Capital Improvement Program Budget

PURPOSE/ACTION REQUESTED

Authorize execution of third contract amendment with Short Elliott Hendrickson (SEH) Inc. to complete final design, and provide bidding support, and construction administration services for the River to River Greenway for the Marie Ave. to Dodd Rd. improvements. Authorize a budget amendment to the 2025 Parks Capital Improvement Program Budget.

SUMMARY

A contract amendment is requested to address additional services provided with the delivery of the River to River Greenway and construction services for River to River Greenway Phase One and Phase Two.

River to River Greenway: Additional Design Services

This 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 scheduled for fall 2025) while Phase Two is from Dodd Rd./Trunk Highway 149 to Marie Ave (construction tentatively scheduled for 2026 construction season). Phase One is County funded and Phase Two will be funded via County and Federal funds. In accordance with the County's Request for Proposals, SEH Inc. assumed responsibility for complete topographic survey of up to 1.1 miles of the existing trail alignment. This was based on County direction to anticipate only reconstructing trail segments that did not meet Dakota County greenway standards or where existing trail condition was poor or fair. As the designs for each segment progressed, both phases became full trail reconstructions, along with the reconstruction of two local connections within Phase 1. As a result, the design, including the topographic survey of the project, essentially doubled in terms of trail length. Phase One design services have been completed, while Phase Two design services are scheduled to be completed in winter 2025/2026.

Additional design services are detailed further below.

Phase 1 (Marie Ave to Lilydale Rd)

- Development of multiple alternatives for Valley Park trail realignment and profile revisions.

- Cast-in-place retaining wall design and required soil borings.
- Water main replacement design and coordination with St. Paul Regional Water Services.

Phase 2 (Dodd Rd/TH 149 to Marie Ave)

- Development of alternative box culvert alignments.
- Development of plans and environmental documentation in accordance with Federal Aid Requirements.
- Dodd Rd/TH149 trail/sidewalk design.
- Parcel sketches and descriptions for Minea and Steenberg parcel easements.
- Security camera design for proposed box culvert and existing TH 62 underpass.
- Full-depth reclamation design of existing trail between eastern project limits and Mendota Rd Crosswalk.
- Valley Park North wetland enhancement and Crown Point Dr. stormwater basin design.
- Update of Phase I Environmental Site Assessment (ESA) and complete Phase II ESA.
- 2 Standard Penetration Test soil borings for pedestrian bridge/boardwalk at 60' each and 3 box culvert retaining walls (2 @ 50' and 1 @ 40') to meet MnDOT frequency requirements (based on anticipated length of retaining walls).
- 2 Standard Penetration Test soil borings for box culvert at 40' each. Required due to north box culvert alternative (assumed alignment) being located over 100' north of previous alignment used to guide soil boring locations.

Construction Phase Services - River to River Greenway Phase One

SEH Inc. will provide construction observation and administrative services for River to River Greenway Phase One construction. It is assumed that construction will begin in August 2025 and be substantially complete no later than November 7, 2025, based on staff discussion with Rachel Contracting. Punch list and warranty work will be completed in spring 2026.

Below is a list of staff assumptions.

- Construction materials testing is included and will be provided by American Engineering Testing (AET) in accordance with the Minnesota Department of Transportation (MnDOT) Schedule of Material Control (2024 edition).
- SEH Inc. will review all shop drawings and submittals
- SEH Inc. will lead an in-person pre-construction meeting at a location determined by the County
- SEH Inc. will provide one full-time inspector for construction observation services at 50 hours/week for 14 weeks from the beginning of construction through substantial completion. Part-time observation of 15 hours/week for four weeks of punch list and warranty work in 2026 is also included.
- SEH Inc. will provide a second, senior construction observer to provide observation and administrative support during construction at 15 hours/week for 14 weeks through substantial completion and at five hours/week for four weeks during punch list and warranty work.
- SEH Inc. will coordinate the testing schedule with the materials testing subconsultant in accordance with MnDOT Schedule of Materials Control and Federal Aid requirements.
- SEH Inc. will prepare pay applications and change orders for review and approval by the Contractor and County.
- SEH Inc. will provide construction administration services, including agendas, minutes, and

leading of on-site, weekly construction meetings with SEH Inc., Contractor/Sub-contractor, City of Mendota Heights, and County staff. SEH Inc. will also provide clarification of plans and specifications as needed.

- SEH Inc. will conduct 14 on-site, weekly construction meetings. Includes preparation of agendas and minutes.
- The County will handle formal written communications with residents/property owners.
- All construction staking will be completed by SEH Inc.

RECOMMENDATION

Staff recommends amending the contract with SEH Inc. for additional consultant design and construction services in an amount not to exceed \$941,768, bringing the total contract amount to \$2,014,935.00.

EXPLANATION OF FISCAL/FTE IMPACTS

This project needs additional funding of \$941,768 for design and construction, including an underpass at Dodd Rd. Successful completion of this project relies upon a \$2,080,000 Federal Regional Solicitation Award in 2026. Remaining budget from P30001- 2022 GWACC Predesign (1001486) in ELF funding will be used for a portion of the needed funding. By Resolution No. 24-634 (12/17/2024) the Dakota County Board of Commissioners authorized this project as part of the approved 2025 SUT list. A budget amendment is needed for additional Sales and Use Tax funding of \$941,768 to be added to SEH Inc. Contract C0035212 for construction administration, testing, and inspection.

- | | | |
|---|---|---|
| <input type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with the River to River Phase One and Phase Two Improvements; and

WHEREAS, the River to River Phase One design services have been completed, while Phase Two design services are scheduled to be completed in winter 2025/2026; and

WHEREAS, the County is the lead agency for the project; and

WHEREAS, staff recommends amending contract number C0035212 with Short Elliot Hendrickson, Inc., to include additional design, construction management, testing, survey, and inspection services; and

WHEREAS, additional funding in the amount of \$941,768 is needed for SEH Inc. to complete the out-of-scope final design and construction administration work; and

WHEREAS, the 2025-2030 Parks Capital Improvement Program has sufficient funds for the contract amendment; and

WHEREAS, County staff recommends amending SEH Inc.'s contract in an amount not to exceed \$926,00.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract amendment with Short Elliot Hendrickson Inc. in an amount-not-to-exceed \$941,768 for design and construction services for the River to River Greenway Improvements, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2025 Parks Capital Improvement Program Budget is hereby amended as follows:

Expense	
P30002	\$941,768
P30001- 2022 GWACC Predesign (1001486)	<u>(\$19,653)</u>
Total Expense	\$922,115

Revenue	
Sales and Use Tax	\$941,768
ELF (1001486)	<u>(\$19,653)</u>
Total Revenue	\$922,115

; and

BE IT FURTHER RESOLVED, That the 2025 Sales and Use Tax Budget is hereby amended as follows:

Expense	
Transfer to Parks Fund	(\$941,768)
Total Expense	(\$941,768)

Revenue	
Sales and Use Tax	(\$941,768)
Total Revenue	(\$941,768)

PREVIOUS BOARD ACTION

21-497; 10/12/21
22-140; 3/22/22
23-406; 9/12/23
24-224; 4/23/24
24-535; 10/29/24
24-557; 12/3/24
24-634; 12/17/24

ATTACHMENTS

Attachment: Project Location
Attachment: Supplemental Letter Agreement

BOARD GOALS

☒ Thriving People ☒ A Healthy Environment with Quality Natural Resources

☐ A Successful Place for Business and Jobs

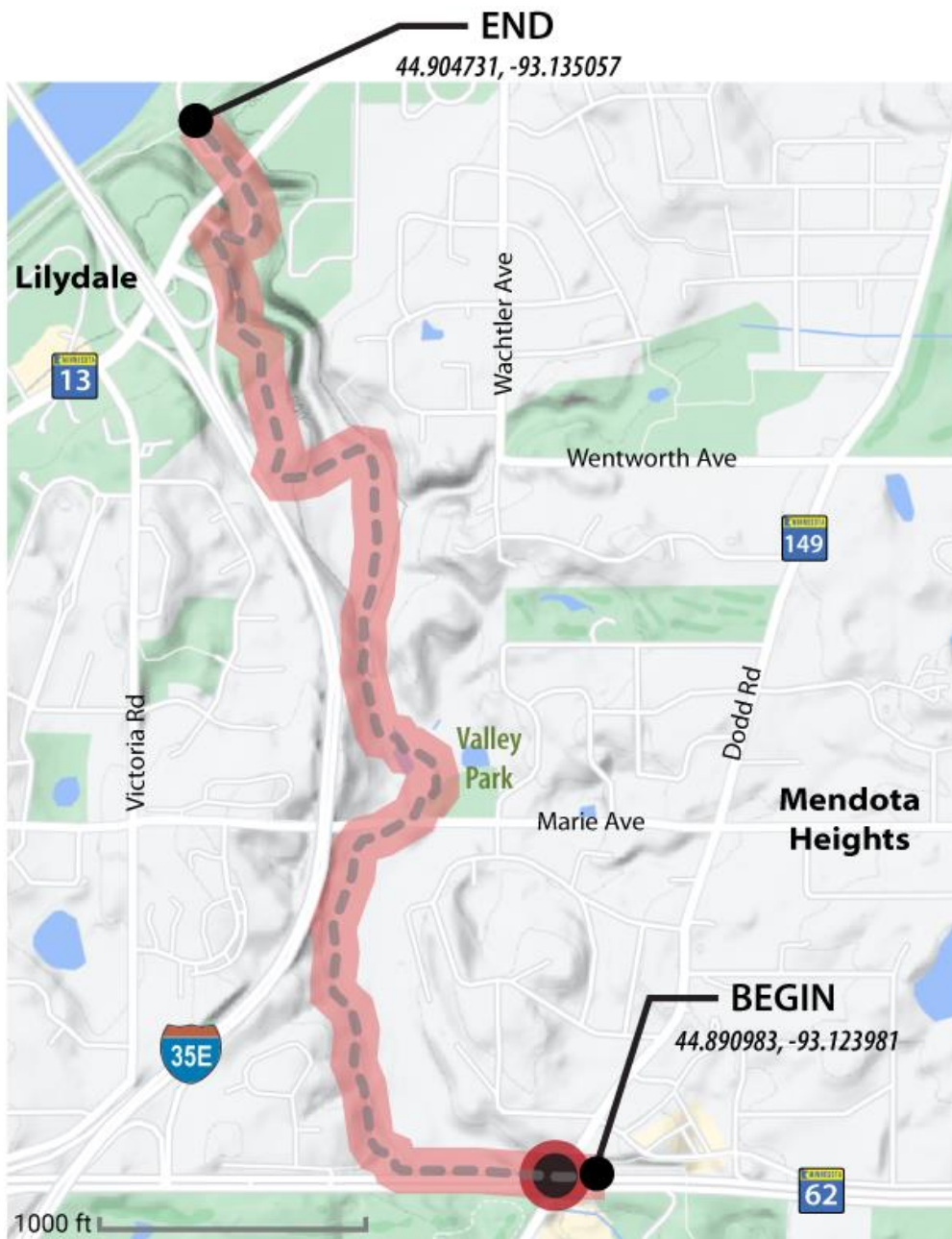
☐ Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Mike Adams

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



Building a Better World
for All of Us®

SUPPLEMENTAL LETTER AGREEMENT

April 9, 2025

RE: Dakota County
Greenway Accelerations – Amendment
for Professional Services
County Contract #C0035212
SEH No. DAKOT 167782 10.00

Mike Adams
Greenways Senior Project Manager
Dakota County Parks Department
14955 Galaxie Avenue
Apple Valley, MN 55124

Dear Mr. Adams:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this Supplemental Letter Agreement for Engineering Services (agreement) for the above referenced project. The agreement is needed to address additional services provided with the delivery of the River to River Greenway and construction services for River to River Greenway Phase 1.

River to River Greenway - Additional Design Services

This 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 1 is from Marie Ave to Lilydale Rd (construction scheduled for fall 2025) while Phase 2 is from Dodd Rd/TH 149 to Marie Ave (construction tentatively scheduled for 2026 construction season). Phase 1 is County funded and Phase 2 will be funded via County and Federal funds.

In accordance with the County's Request for Proposals, SEH assumed complete topographic survey of up to 1.1 miles of the existing trail alignment. This was based on County direction to anticipate only reconstructing trail segments that did not meet Dakota County greenway standards or where existing trail condition was poor or fair. As the designs for each segment progressed, both phases became full trail reconstructions, along with the reconstruction of two local connections within Phase 1. As a result, the design including topographic survey of the project essentially doubled in terms of trail length.

Phase 1 design services have been completed while Phase 2 design services are scheduled to be completed in winter 2025/2026.

Additional design services are detailed further below.

Phase 1 (Marie Ave to Lilydale Rd)

- Development of multiple alternatives for Valley Park trail realignment and profile revisions between STA 68+00 and 70+50, STA 81+00 and 85+50, and STA 100+00 and 102+50

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10400 Yellow Circle Drive, Suite 500, Minnetonka, MN 55343-9302

952.912.2600 | 800.734.6757 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Cast-in-place retaining wall design and required soil borings
- Water main replacement design and coordination with St. Paul Regional Water Services

Phase 2 (Dodd Rd/TH 149 to Marie Ave)

- Development of alternative box culvert alignments
- Development of plans and environmental documentation in accordance with Federal Aid requirements
- Dodd Rd/TH 149 trail/sidewalk design
- Parcel sketches and descriptions for Minea and Steenberg parcel easements
- Security camera design for proposed box culvert and existing TH 62 underpass
- Full depth reclamation design of existing trail between eastern project limits and Mendota Rd crosswalk
- Valley Park North wetland enhancement and Crown Point Dr stormwater basin design
- Update Phase I Environmental Site Assessment (ESA) and complete Phase II ESA

Construction Phase Services – River to River Greenway Phase 1

SEH will provide construction observation and administrative services for River to River Greenway Phase 1 construction. It is assumed that construction will begin in August 2025 and be substantially complete no later than November 7, 2025, based on our discussion with Rachel Contracting on March 20. Punch list and warranty work will be completed in spring 2026. Below is a list of our assumptions.

- Construction materials testing is included and will be provided by American Engineering Testing (AET) in accordance with the MnDOT Schedule of Material Control (2024 edition).
- SEH will review all shop drawings and submittals
- SEH will lead an in-person pre-construction meeting at a location determined by the County
- SEH will provide one full time inspector for construction observation services at 50 hours/week for 14 weeks from the beginning of construction through substantial completion. Part time observation of 15 hours/week for 4 weeks of punch list and warranty work in 2026 is also included.
- SEH will provide a second, senior construction observer to provide observation and administrative support during construction at 15 hours/week for 14 weeks through substantial completion and at 5 hours/week for 4 weeks during punch list and warranty work.
- SEH will coordinate the testing schedule with the materials testing subconsultant in accordance with MnDOT Schedule of Materials Control and Federal Aid requirements.
- SEH will prepare pay applications and change orders for review and approval by the Contractor and County.
- SEH will provide construction administration services including agendas, minutes, and leading of on-site, weekly construction meetings with SEH, Contractor/Sub-contractor, City of Mendota Heights, and County staff. SEH will also provide clarification of plans and specifications as needed.
- SEH will conduct 14 on-site, weekly construction meetings. Includes preparation of agendas and minutes.
- The County will handle formal written communications with residents/property owners.
- All construction staking will be completed by SEH.
- SEH will complete as-built survey and drawings.

Fee Breakdown

The following is a summary of the additional scope items and associated fees and reimbursable expenses.

Item	Associated Fees/Expenses
River to River Greenway - Additional Design Services	\$657,000
River to River Greenway – Phase 1 Construction Services	\$267,000
Total Amendment Request	\$924,000

If this agreement is acceptable, our total contract amount will increase from \$1,073,167.00 to **\$1,997,167.00**. Because the additional services incurred to date have exhausted our original design fee, we respectfully request that the fees/expenses associated with this amendment request be allocated to a new SEH project. This project will reference current County contract number #C0035212. If approved, please prepare and process a contract amendment for execution. Please contact me at 952.912.2629 or wbauer@sehinc.com if you have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



William Bauer, PE (IA, MN, SD)
Project Manager



Toby Muse, PE (MN)
Client Service Manager

x:\ae\d\dakot\167782\1-gen\10-setup-cont\02-contract\amendment 3\dakot greenway accelerations amendment no. 3 040325.docx



Board of Commissioners

Request for Board Action

Item Number: DC-4497

Agenda #: 11.9

Meeting Date: 5/20/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Second Contract Amendment With Sambatek LLC, For Construction Administration For Mississippi River Greenway Rosemount East In City Of Rosemount, County Project P00109

PURPOSE/ACTION REQUESTED

Authorize a second amendment to the Sambatek LLC contract (DCA21137) for additional construction administration, testing, inspection, and as-built services for County Project (CP) P00109.

SUMMARY

To provide a safe and efficient greenway system, Dakota County is proceeding with the Mississippi River Greenway (MRG) Rosemount East segment. The project includes the construction of 2.4 miles of shared-use trail to complete the last remaining segment of the national MRG within Dakota County. The final design includes a 10-foot shared-use trail, a grade-separated underpass, a barrier-separated trail adjacent to Pine Bend Trail road, two at-grade railroad crossings, and roadway improvements from Trunk Highway 55 to the eastern trail entrance of Spring Lake Park. The County is the lead agency with construction occurring in 2024.

Mississippi River Greenway: Construction Administration Services

The number of construction projects in 2024 was greater than the number of available staff to manage and inspect the projects. In order to facilitate the construction of the project, the County sought the expertise of Sambatek to manage and inspect the construction so the project could be substantially completed in 2024. With Contract DCA21137, Sambatek provided the construction administration expertise and coordinated closely with the City of Rosemount, County staff, and Eureka Construction and their subcontractors during the 2024 construction season.

Amendment number one accounted for the required full-time site observation and post-construction documents and as-builts, but recent unanticipated construction work related to barrier wall modifications, Mosaic Industries gate installation, and gas and electric utility coordination has led to overruns in staking services and contract management tasks. Construction observation, post-construction documents, and as-builts tasks remain to close out the project in 2025. To ensure this expertise is carried through the end of construction, the County requested Sambatek to provide a scope for completing the construction administration, inspection, testing, and as-built work.

Associated Fees/Expenses: \$58,445

The total amendment for construction administration services totals \$58,445, bringing the amended

contract total to \$669,052.97. The construction administration services fee is 7.4 percent of the total construction costs which is \$9,021,000, and under the 8 -10 percent industry standards. A more detailed description of all tasks associated with the negotiated scope increase is provided by Sambatek (Attachment: Amendment Memorandum).

RECOMMENDATION

Staff recommends executing a contract amendment with Sambatek for additional construction administration services in the amount of \$58,445, increasing the total amount to \$669,052.97 for CP P00109.

EXPLANATION OF FISCAL/FTE IMPACTS

There is currently \$12,446,981 allocated within the Parks Capital Improvement Program for MRG Rosemount East, P00109. Successful completion of this project relies upon \$6,100,000 of Federal Lands Access Program, Transportation Alternatives and Rebuilding American Infrastructure with Sustainability and Equity federal funds, as well as \$1,878,912 of MnDOT Infrastructure Investment and Jobs Act match funds, and \$600,000 of National Park Service grant funds. Sufficient funds exist to amend the consultant contract with allocated Parks funds.

☐ None ☒ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, the Mississippi River Greenway (MRG) Rosemount East segment is the last remaining segment of the regional trail to be secured, designed, and constructed in order to connect the national MRG from Hastings to South St. Paul; and

WHEREAS, the MRG Rosemount East project includes the construction of 2.4 miles of trail from its connection with MRG Rosemount West to Spring Lake Park Reserve; and

WHEREAS, Dakota County is the lead agency for MRG Rosemount East, P00109, with construction scheduled to begin at the start of the 2024 construction season; and

WHEREAS, the 2024 construction workload was greater than the number of available County staff for construction management; and

WHEREAS, the Dakota County Board of Commissioners approved the execution of a contract with Sambatek LLC on December 19, 2023, to provide construction management, inspection, surveying, and material testing for P00109; and

WHEREAS, the Dakota County Board of Commissioners approved the execution of contract amendment one with Sambatek LLC on December 17, 2024; and

WHEREAS, the 2025 Parks Capital Improvement Program Budget includes sufficient funding to accommodate the budget amendment necessary; and

WHEREAS, staff recommends amending contract number DCA21137 with Sambatek LLC to include additional construction management, testing, survey, as-built, and inspection services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Physical Development Director to amend the contract with Sambatek LLC to perform construction management, testing, survey, and inspection services for County Project P00109 in an amount not to exceed \$58,445, resulting in a total amended contract amount not to exceed \$669,052.97, including reimbursable items, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

23-596; 12/19/23

23-599; 12/19/23

24-628; 12/17/24

ATTACHMENTS

Attachment: Project Location Map

Attachment: Amendment Memorandum

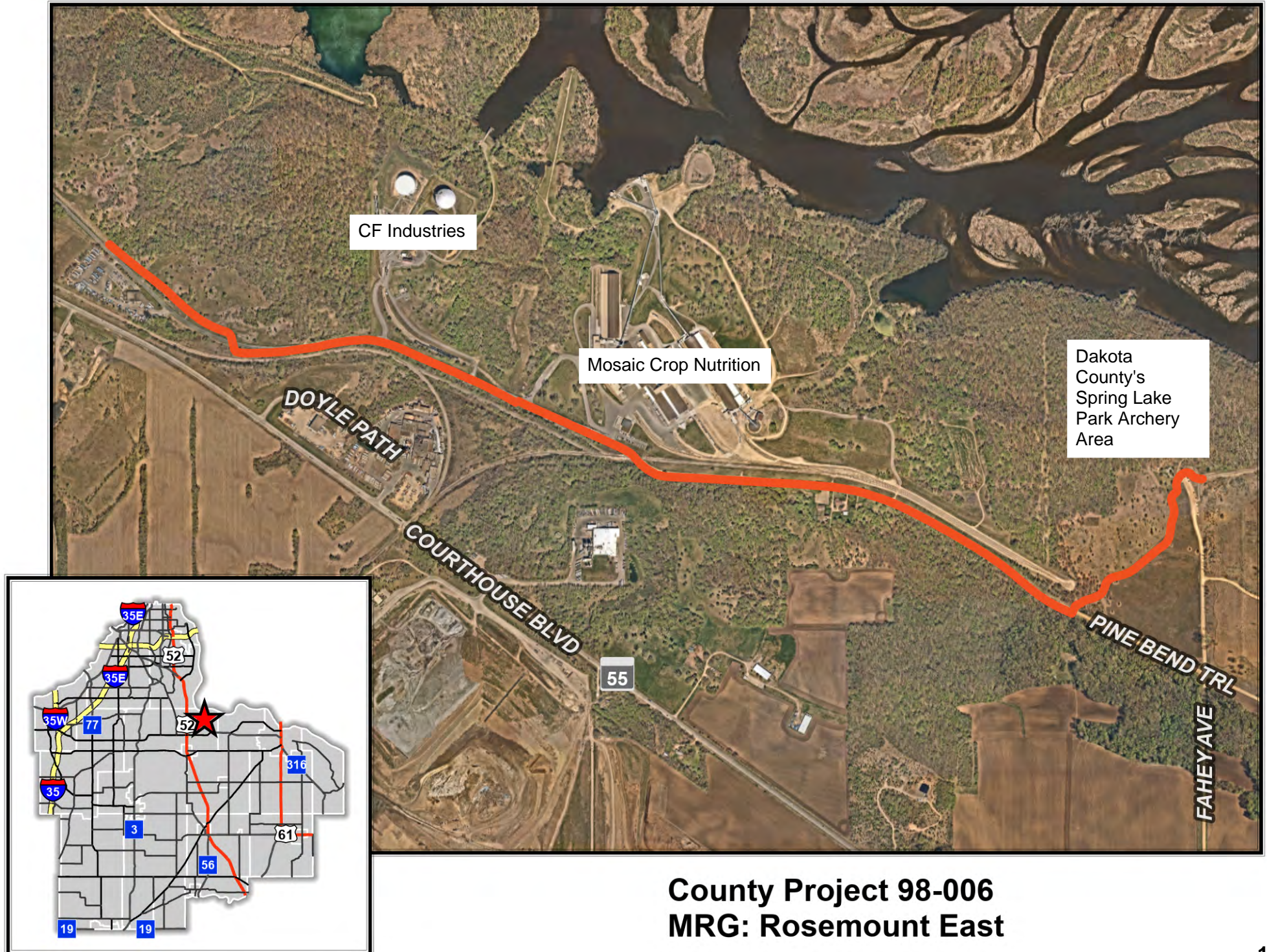
BOARD GOALS

- ☒ Thriving People ☒ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka





To: Tony Wotzka, PLA

From: Jeff Ostrom

cc: Jake Chapek, PE & Matt Fuerst

Date: 4/21/2025

Re: Mississippi River Greenway Construction – Amendment 2

Tony,

When we submitted the original amendment in Fall 2024, we didn't have a clear picture of the remaining work, particularly around the barrier wall modification and the gate.

Our task breakdown budget vs. spend is as follows.

	Contract	Spent	Needed Difference
Total Budget	\$ 610,602	\$ 615,932	\$ (5,330)
Contract Mgmt, Admin, Misc. Expertise	\$ 77,578	\$ 104,562	
Full Time Site Observation	\$ 329,120	\$ 302,605	\$ 26,515
Staking Services	\$ 78,000	\$ 119,893	
Post Construction Documents & As-Builts	\$ 52,000	\$ 20,070	\$ 31,930
2025 Post Construction Services	\$ 20,123	\$ 22,530	
Reimbursables	\$ 12,327	\$ 12,370	
AET Material Testing	\$ 41,455	\$ 33,903	

Essentially, we need the original budgeted amounts for full time site observation and post construction documents & as-builts. This totals \$58,445, of which we have spent \$5,330 to date. This would leave \$53,115 to complete and close out the project. The amendment previously executed covers the overages in staking services as well as contract management, administration, miscellaneous expertise – which we documented previously. The reason the first amendment didn't get us to the finish line was the recent unanticipated work related to the barrier wall modification and the gate as well as the gas permit delay.

The expected construction cost of the project at this point is \$9,021,000, which means if this amendment request is approved, our cost for administration, inspection, staking, reimbursable, and materials testing would be 7.4% of construction, well under the 8-10% we normally expect.

In summary, our request is for an additional amendment totaling \$58,445. We are confident that it will leave us in a position to complete all the remaining work.



Board of Commissioners

Request for Board Action

Item Number: DC-4156

Agenda #: 11.10

Meeting Date: 5/20/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Approval Of Amendment Of Resolution No. 24-594 To Revise Right Of Way Acquisition For Trail Easement For Veterans Memorial Greenway In City Of Eagan, County Project P00147

PURPOSE/ACTION REQUESTED

Approve amended acquisition of right of way on Parcels 3, 4, and 5 for County Project (CP) P00147.

SUMMARY

To provide a safe and efficient greenway transportation system, Dakota County is proceeding with the Veterans Memorial Greenway Project (Attachment: Project Location Map). Veterans Memorial Greenway, Phase II, will entail the construction of about two miles of shared-use trail, including a bridge over State Trunk Highway 3 in Eagan and Inver Grove Heights. Construction is proposed in 2025. Phase II is being funded in part by Federal allocated funding. The Federal funding associated with CP P00147, Phase II, requires the timely acquisition of necessary right of way.

Dakota County is leading the design, construction, and right of way acquisition for CP P00147, Phase II. Acquisition of right of way in the form of permanent and temporary construction easements from four private parcels is recommended to proceed with CP P00147. Permanent easements are necessary for the regional trail alignment, and temporary construction easements are necessary for multiuse trail construction for grading and restoration associated with trail grading and retaining wall installation to mitigate steep slopes. All permanent trail and retaining wall improvements will be located within County easements.

Acquisition of easements from four parcels, including four appraisal values, was approved by the County Board of Commissioners by Resolution No. 24-594 (December 3, 2024). Through minor updates to the final plans, the required permanent and temporary easement square footage has been changed for three of the four parcels.

The previous board memo included discrepancies in the square footage compared to the appraisal reports, parcel sketches and construction plans.

RECOMMENDATION

Staff recommends approval of the amended right of way acquisition for the right of way necessary for CP P00147.

EXPLANATION OF FISCAL/FTE IMPACTS

No fiscal impacts. This RBA is correcting an administrative error with square footage on the County Board memo.

☒ None ☐ Current budget ☒ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, to provide a safe and efficient regional greenway transportation system, Dakota County is proceeding with the Veterans Memorial Greenway County Project (P00147); and

WHEREAS, County Project P00147, Phase II, will entail the construction of about two miles of shared-use trail, including a bridge over State Trunk Highway 3 in Eagan and Inver Grove Heights; and

WHEREAS, Dakota County is the lead agency for design, construction administration, and right of way acquisition necessary in 2025 for construction to begin in 2025; and

WHEREAS, the acquisition of permanent and temporary construction easements from four private property parcels is necessary to allow for construction to be completed in 2026 as scheduled; and

WHEREAS, the acquisition of four parcels was approved by the Dakota County Board of Commissioners by Resolution No. 24-594 (December 3, 2024); and

WHEREAS, the final design and survey updated the plans, and three need to be updated due to changes to construction limits.

NOW, THEREFORE, BE IT RESOLVED, That County Project P00147 survey coordination has determined the revised easement needs, including permanent regional trail easement and temporary easement in total from Parcels 3, 4, and 5, will be amended to reflect the following:

- Parcel 3 - 10-44300-01-160 - Jacquelynne and Scott Baker: Regional Trail Easement 6,026 SF;
- Parcel 4 - 10-44300-01-170 - Robert Snyder: Temporary Easement 1,506 SF; Regional Trail Easement 6,054;
- Parcel 5 - 10-44300-01-180 - Nicole and Chris Medin: Temporary Easement 1,501 SF; Regional Trail Easement 6,023

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends Resolution No. 24-594 (December 3, 2024), to approve the appraised values prepared by Patchin Messner Valuation Counselors for the acquisition of the right of way for County Project P00147 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 authorizes the Physical Development Director, or the Physical Development Real Estate Supervisor, to review and approve the appraised values for the revised easement needs.

PREVIOUS BOARD ACTION

20-430; 9/1/20

22-376; 9/6/22

22-567; 12/13/22

24-594; 12/3/24

ATTACHMENTS

Attachment: Project Location Map

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

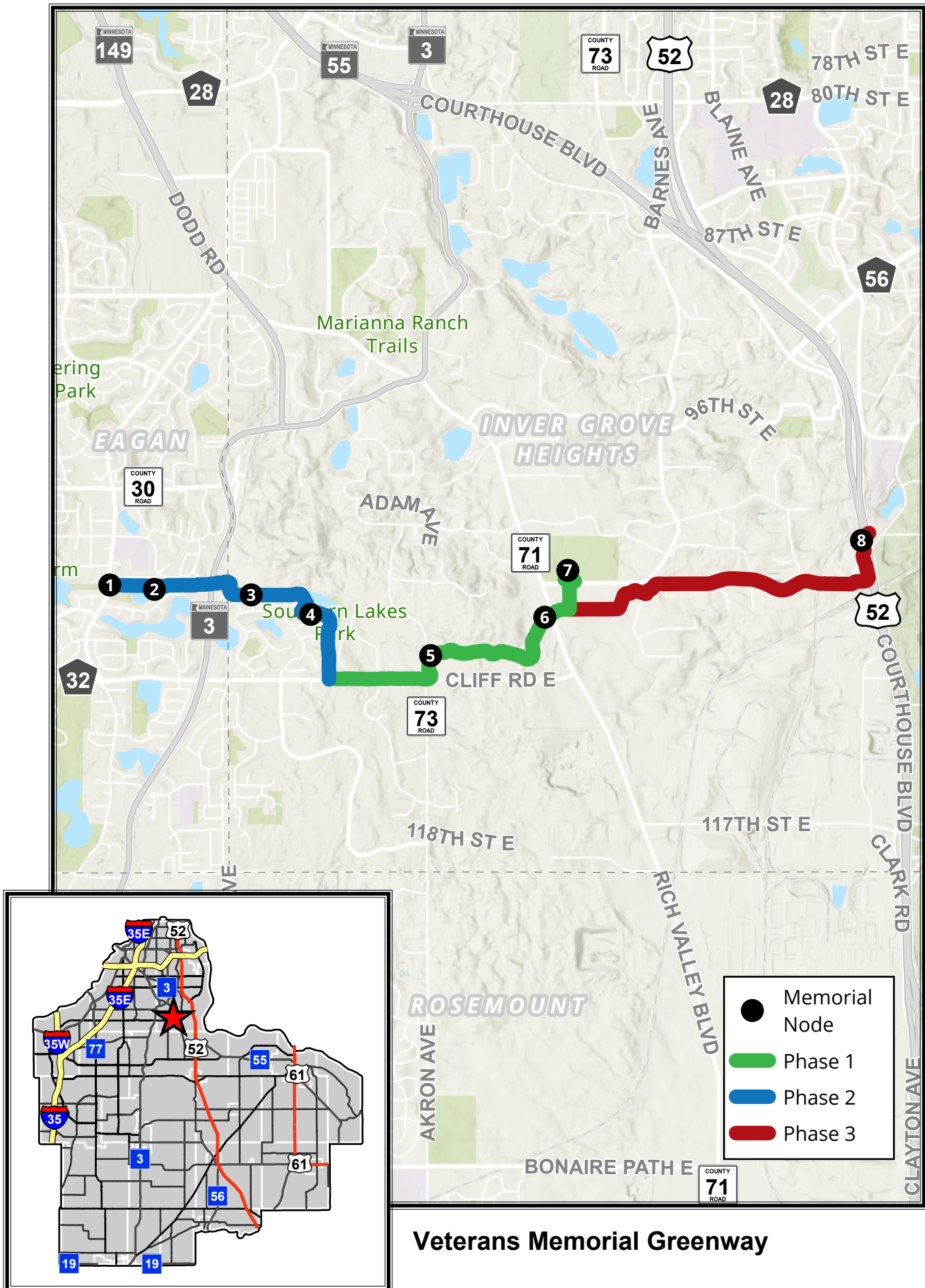
☐ Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map





Board of Commissioners

Request for Board Action

Item Number: DC-4474

Agenda #: 12.1

Meeting Date: 5/20/2025

DEPARTMENT: Assessing Services

FILE TYPE: Consent Action

TITLE

Approval of Chair to Special County Board of Appeal and Equalization

PURPOSE/ACTION REQUESTED

Approve the 2025 Chair of the Special County Board of Appeal and Equalization.

SUMMARY

The Special County Board of Appeal and Equalization (SCBAE) will meet in person at the Western Service Center on Monday, June 9, 2025, to review the 2025 assessment. The SCBAE voted at the 2024 meeting to reappoint Christopher Baddeley as Chair of the 2025 meeting.

RECOMMENDATION

Staff recommends the County Board of Commissioners appoint Christopher Baddeley as Chair of the Special County Board of Appeal and Equalization for 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

- ☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners appoints the Chair for the Special County Board of Appeal and Equalization; and

WHEREAS, the Dakota County Special County Board of Appeal and Equalization voted in 2024 to reappoint Christopher Baddeley as Chair for 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints Christopher Baddeley as Chair of the Special County Board of Appeal and Equalization for 2025.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Scott Lyons

Author: Scott Lyons



Board of Commissioners

Request for Board Action

Item Number: DC-4499

Agenda #: 12.2

Meeting Date: 5/20/2025

DEPARTMENT: Public Services and Revenue Administration

FILE TYPE: Consent Action

TITLE

Approval Of Application For Exempt Permit For Folds Of Honor Minnesota Foundation LLC To Hold Raffle

PURPOSE/ACTION REQUESTED

Approve the application from Folds of Honor Minnesota Foundation LLC for an Exempt Permit to hold a raffle in Ahlberg Hall at the Dakota County Fair Grounds in Castle Rock Township on August 10, 2025.

SUMMARY

Gambling licenses are governed by the Minnesota Gambling Control Board. Nonprofit organizations may conduct raffles, bingo and other forms of lawful gambling according to Minnesota law. Lawful gambling consists of the operation, conduct or sale of bingo, raffles, paddle wheels, tip-boards and pull-tabs. Before approving the permit, the Minnesota Gambling Control Board requires county approval of an application when the gambling premises are located in a township. An application was received from Folds of Honor Minnesota Foundation LLC to hold a raffle in Ahlberg Hall at the Dakota County Fair Grounds in Castle Rock Township on August 10, 2025. This organization is exempt from all requirements that apply to licensed gambling but must comply with the requirements set forth in Minn. Stat. § 349.166, subd. 2(a).

RECOMMENDATION

Staff recommends approval of the application.

EXPLANATION OF FISCAL/FTE IMPACTS

- ☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, gambling licenses 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, as application for an Exempt Permit to hold a raffle in Ahlberg Hall at the Dakota County Fair Grounds in Castle Rock Township has been submitted by Folds of Honor Minnesota Foundation LLC; 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 Folds of Honor Minnesota Foundation LLC to hold an Exempt Permit for a raffle in Ahlberg Hall at the Dakota County Fair Grounds in Castle Rock Township on August 10, 2025.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Teresa Mitchell

Author: Sarah Kidwell



Board of Commissioners

Request for Board Action

Item Number: DC-4554

Agenda #: 13.1

Meeting Date: 5/20/2025

DEPARTMENT: Parks

FILE TYPE: Regular Action

TITLE

Closed Executive Session: To Discuss Negotiation Strategy For Acquisition Of Trail Easements For County Project P00147, Veterans Memorial Greenway

PURPOSE/ACTION REQUESTED

Hold a closed executive session to discuss negotiation strategy for acquisition of permanent and temporary trail easements on Parcels 3, 4, and 5 for County Project (CP) P00147.

SUMMARY

The Dakota County Attorney has advised that prior to closing a County Board meeting, pursuant to the Open Meeting Law, Minn. Stat. Ch. 13D, the County Board must resolve by majority vote to close the meeting.

RECOMMENDATION

The County Manager has recommended that a closed executive session be held pursuant to Minn. Stat. § 13D.05, subd. 3(c) during the Dakota County Board meeting of May 20, 2025, to discuss project background and acquisition strategy for acquisition of permanent and temporary trail easements on Parcels 3, 4, and 5 for CP P00147.

EXPLANATION OF FISCAL/FTE IMPACTS

Fiscal impact will be discussed in closed session.

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

WHEREAS, to provide a safe and efficient regional greenway transportation system, Dakota County is proceeding with the Veterans Memorial Greenway County, Project P00147; and

WHEREAS, County Project P00147, Phase II, will entail the construction of about two miles of shared-use trail, including a bridge over State Trunk Highway 3 in Eagan and Inver Grove Heights; and

WHEREAS, Dakota County is the lead agency for design, construction administration, and right of way acquisition; and

WHEREAS, the acquisition of permanent and temporary construction easements from three private property parcels is necessary to allow for construction to be completed in 2026 as scheduled; and

WHEREAS, by Resolution No. 24-594 (December 3, 2024), the Dakota County Board of Commissioners approved the appraised value for easements on the following parcels:

Parcel 3 - 10-44300-01-160 - Jacquelynne and Scott Baker

Parcel 4 - 10-44300-01-170 - Robert Snyder

Parcel 5 - 10-44300-01-180 - Nicole and Chris Medin; and

WHEREAS, staff has engaged in negotiations with the property owners but has not reached an agreement on a fair and reasonable purchase price; and

WHEREAS, pursuant to Minn. Stat. § 13D.05, subd. 3(c), the County Board, by resolution, may close a meeting to discuss counteroffers and appraisal data related to the purchase of real property.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the County Board meeting on May 20, 2025, and recesses to Conference Room 3A, Administration Center, Hastings, Minnesota, to discuss real estate negotiations with staff.

PREVIOUS BOARD ACTION

20-430; 9/1/20

22-376; 9/6/22

22-567; 12/13/22

24-594; 12/3/24

ATTACHMENTS

None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka



Board of Commissioners

Request for Board Action

Item Number: DC-4563

Agenda #: 16.1

Meeting Date: 5/20/2025

Information

See Attachment for future Board meetings and other activities.



Board of Commissioners

Request for Board Action

Item Number: DC-4564	Agenda #: 17.1	Meeting Date: 5/20/2025
-----------------------------	-----------------------	--------------------------------

Adjournment